NEWARK CITY COUNCIL

Council Chambers

37101 Newark Boulevard, Newark, CA 94560

Mayor Michael K. Hannon

Vice Mayor Matthew Jorgens

Council Members: Terrence Grindall, Julie Del Catancio, Eve Marie Little

Regular Meeting Agenda

Thursday, September 10, 2026

7:00 P.M.

The City Council will hold a hybrid meeting in the Council Chambers and virtually via Zoom.

How to observe the Meeting:

1. *Cable Channel 26*
2. *YouTube Live stream*

How to provide live Public Comment during the City Council Meeting:

1. *Participate in the Council Chambers*
2. *Join remotely using **Zoom**. **Meeting ID: 815 4651 4629.***
   To request to speak, use the "raise hand" function in Zoom.
3. *Join by **Phone**: **Dial 1-669-444-9171**. **Meeting ID: 815 4651 4629.***
   *Press *9 to request to speak and *6 to unmute/mute.*

How to submit written Public Comment:

Please submit email comments to the city.clerk@newarkca.gov by 3:00 p.m. on the day of the meeting, including the corresponding agenda item number. Comments will be shared with the City Council and made available for public viewing.

A. ROLL CALL

B. PRESENTATIONS

1. Proclaiming September as Childhood Cancer Awareness Month

2. Proclaiming September 2026 as Hunger Action Month

3. Proclaiming Newark Days

4. Introduction of employees

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 five minutes per speaker. The Presiding Officer may reduce the time allotted for each speaker as needed. Please note that State law prohibits the Council from taking action on items not listed on the agenda.

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 July 23, 2026, City Council Minutes

3. Adopt a resolution amending the Compensation and Benefits Plans for the Management, Supervisory and Professional Employee Group and the Confidential Employee Group to clarify special assignment pay provisions

4. Adopt a resolution approving a Side Letter of Agreement with the Newark Police Association (NPA) regarding compensation reporting and special assignment pay

5. Adopt a resolution approving a Side Letter of Agreement with the Newark Association of Miscellaneous Employees to add the Recreation Assistant classification to the Memorandum of Understanding (MOU) and amending the Citywide Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5

6. Report on Administrative Actions During August Recess

7. Adopt a resolution approving the First Amendment to the Contractual Services Agreement with KBA Document Solutions, LLC, increasing the total not-to-exceed compensation from $390,000 to $500,000, and amending the 2026–2028 Biennial Budget for Fiscal Year 2026-27

E. PUBLIC HEARINGS

1. Hearing to consider an Ordinance amending Title 17 (Zoning) of the Newark Municipal Code to add Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) and Chapter 17.42 (Reasonable Accommodation) and amend Division II (Base and Overlay Districts) Chapter 17.17 (General Site Regulations) Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), Chapter 17.34 (Design Review), Chapter 17.37 (Waivers), and Chapter 17.46 (Definitions), generally affecting development and design standards for residential and residential mixed-use development

2. Public Hearing to consider adopting an ordinance amending the Newark Zoning Map to rezone certain property into the -BRH Overlay District

F. GENERAL BUSINESS / NON-CONSENT ITEMS

1. Waive full reading and introduce by title only an ordinance of the City Council of the City of Newark amending Chapter 2.09 of the Newark Municipal Code ("City Councilmembers-Compensation") to increase the salaries of the Mayor and City Councilmembers

G. CITY MANAGER UPDATES

H. CITY COUNCIL MATTERS

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

1. Provide direction regarding staff preparation of City Council meeting minutes and approve the July 9, 2026, City Council meeting minutes

I. CLOSED SESSION

J. ADJOURNMENT

MEETING INFORMATION

Submit Written Public Comment

Please submit email comments to the city.clerk@newarkca.gov by 3:00 p.m. on the day of the meeting, including the corresponding agenda item number. Comments will be shared with the City Council and made available for public viewing.

Accessibility

This meeting is wheelchair accessible. For special accommodations, contact the City Clerk's Office at (510) 578-4266 or city.clerk@newarkca.gov at least 72 hours in advance.

Council Meeting Materials

Agenda packets are generally posted on the City website by the Friday before the meeting, and at least 72 hours before regular meetings or 24 hours before special meetings. Supplemental materials released later are available for public viewing at City Hall, 37101 Newark Boulevard, during regular business hours. City Council agendas are available at newarkca.gov/councilagendas. Visit the Agenda Translation Webpage to view the agenda in your preferred language.

Policy on Telephonic/Internet Service Disruption (SB 707)

The Council's policy outlines procedures for handling disruptions to telephonic or internet service during meetings, including recess requirements and steps to restore access.

Certification of Meeting Notice and Agenda Posting

This notice and agenda were posted on the City's website newarkca.gov/councilagendas 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.

Vision Statement

We are a welcoming city…
…where it is safe to live, to play, and to raise children.
…where diverse and energetic people strive to live in harmony.
…that cherishes small town values and also enjoys being progressive.
…where educational programs are available and first-rate.
…where cultural and recreational opportunities are plentiful and spiritually enriching.
…with residents filled with civic pride, social concerns, and community involvement.
…with tree-lined streets and a diverse system of parks and open spaces.
…where economy is strong and vital and provides jobs.
…where government is financially stable, accessible, and responsive.
…that provides timely, accurate, and transparent communication.
…that is well-planned, well-managed, and well-maintained.

SENIOR STAFF MEMBERS

David J. Benoun
City Manager

Kristopher J. Kokotaylo
City Attorney

Jonathan Arguello
Police Chief

Brittney Frye
Human Resources Director

Howard Young
Public Works Director

Roya Gonzalez
Strategic Initiatives Manager

Neetu Salwan
City Clerk

Lenka Hovorka
Assistant City Manager

Steven Turner
Community Development Director

Krysten Lee
Finance Director

Edwin Miranda
Chief Information Officer/Information Technology Director

Ryan Nishimoto
Alameda County Fire Department Deputy Chief

Alicia Day
Recreation and Community Services Director

Colleen Lettire
Communications and Public Engagement Manager

STAFF REPORT

Item B. 1.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Neetu Salwan, City Clerk
SUBJECT	Proclaiming September as Childhood Cancer Awareness Month

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September's Childhood Cancer Awareness Month is a time to shine a light on the realities of childhood cancer, emphasize the importance of life-saving research, and join together to make a difference for children diagnosed with cancer.

A proclamation will be presented to Angela Crawford of the Jammers Strong Foundation, a local non-profit organization whose mission is to create awareness, educate, and fight for a cure for every child with cancer.

Attachments

Proclamation No. 1989

PROCLAMATION NO. 1989

CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, according to the American Childhood Cancer Organization, childhood cancer is the leading cause of death by disease for children in the United States and one of every six children are not expected to live past five years of age; and

WHEREAS, the American Cancer Society estimates that approximately 9,680 children in the United States under 15 years of age will be diagnosed with cancer in 2026; and

WHEREAS, most children cannot be treated at a local hospital, and families must face the disruption of relocating to receive treatment at a regional cancer center; and

WHEREAS, pediatric cancer research receives only 4 percent of all federal funding for cancer research, a fact that demonstrates why awareness and fundraising participation is so important; and

WHEREAS, due to children's bodies still growing and cancer treatments largely geared toward use on adults, children are more likely to experience long-term side effects from treatment; and

WHEREAS, childhood cancer treatment is handled by a team of pediatric oncologists and surgeons, radiation oncologists, pediatric oncology nurses, nurse practitioners, and physician assistants; and

WHEREAS, some of the most important members of a pediatric cancer patient's team are experienced parents who navigate and advocate on behalf of their children; and

WHEREAS, as a result of major treatment advances in recent decades, more than 85 percent of children with cancer now survive five years or more.

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

CHILDHOOD CANCER AWARENESS MONTH

in Newark and encourage everyone to join the fight against childhood cancer and to participate in activities and events that promote awareness of childhood cancer and support families affected by this devastating disease not just during September but throughout the year.

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 Tenth Day of September, Two Thousand Twenty-six.

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 2.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Neetu Salwan, City Clerk
SUBJECT	Proclaiming September 2026 as Hunger Action Month

Hunger Action Month is a nationwide effort to raise awareness and inspire action against hunger and food insecurity. A proclamation has been prepared, and John Becker, president of the Board of Directors for the Viola Blythe Community Services Center, and Linda Leu, Executive Director at TCV Food Bank + Mobile Pantry, will be at the meeting to accept it.

Attachments

Proclamation No. 1990

PROCLAMATION NO. 1990

HUNGER ACTION MONTH

WHEREAS, the City of Newark recognizes September as National "Hunger Action Month," a nationwide effort to raise awareness and inspire action to address food insecurity and hunger in our communities; and

WHEREAS, external factors such as federal legislation, in conjunction with the high cost of living, especially of food in the Bay Area, has exacerbated food insecurity. Individuals experiencing poverty must often choose between vital expenses including rent, health care, and food; and

WHEREAS, the City of Newark acknowledges the struggle of individuals and families in our community experiencing food insecurity and hunger; we encourage our residents to lend a helping hand by supporting one of the community organizations in our city working to address this issue by volunteering their time and treasure; and

WHEREAS, the work of groups such as the Viola Blythe Center and Tri City Volunteers, as well as all their volunteers and supporters, is critical to the ability of everyone in our community to thrive.

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

HUNGER ACTION MONTH

in Newark and encourage our residents to lend a helping hand by donating or volunteering at one of the community organizations in our city that are working to address this issue.

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 Tenth Day of September, Two Thousand Twenty-six.

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 3.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Neetu Salwan, City Clerk
SUBJECT	Proclaiming Newark Days

Newark Days is an annual four-day festival held to commemorate the birthday of the City of Newark. The event is organized and run by a non-profit corporation ("Newark Days Celebration, Inc.") that consists of dedicated community volunteers known to the community as the "Newark Days Committee." A proclamation has been prepared and members of the Newark Days Committee will accept it at the City Council meeting.

Attachments

Proclamation 1986

PROCLAMATION NO. 1986

NEWARK DAYS

WHEREAS, the Newark Days Committee annually celebrates the birth date of our City during the month of September; and

WHEREAS, this is a time to celebrate the community of Newark in all its aspects; and

WHEREAS, this is a time when all Newark residents are encouraged to explore our rich heritage and a time to recognize the multi-cultural contributions of divergent people who have come together to create a common sense of community; and

WHEREAS, this is also a time when we encourage Newark residents to pause and reflect on the values that we represent as a community so succinctly stated in our Newark Days Celebration motto, “People, Pride, and Progress”.

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim September 17-20, 2026, as

NEWARK DAYS

in Newark.

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

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 4.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Neetu Salwan, City Clerk
SUBJECT	Introduction of employees

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

- Recreation and Community Services Director Alicia Day
- Senior Management Analyst Deepa Iyer
- Recreation Coordinator Gabriela Mendes

STAFF REPORT

Item D. 1.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Bengil Ranillo, Accounting Assistant II
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 07.09.26
Audited Demands 07.16.26
Audited Demands 07.23.26
Audited Demands 07.30.26
Audited Demands 08.06.26
Audited Demands 08.13.26
Audited Demands 08.20.26

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 07/09/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	07/09/2026	17339	Accounts Payable	AFLAC		1,034.46
	Invoice	Date	Description		Check Sort Code	Amount
	188024	07/02/2026	AFLAC STD - JUNE 2026 PREMIUMS			1,034.46
Check	07/09/2026	17340	Accounts Payable	TREASURER OF ALAMEDA COUNTY		30,336.00
	Invoice	Date	Description		Check Sort Code	Amount
	FY26CAL-IDNEWARK	06/03/2026	CAL ID OPERATING COSTS 25-26			30,336.00
Check	07/09/2026	17341	Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		2,670.17
	Invoice	Date	Description		Check Sort Code	Amount
	PS-INV106889	06/12/2026	SCHOOL CROSSING GUARD SVCS 05/24-6/6/26			2,670.17
Check	07/09/2026	17342	Accounts Payable	AMERICAN RED CROSS		547.40
	Invoice	Date	Description		Check Sort Code	Amount
	23322893	06/17/2026	FIRST AID, SHALLOW WATER LIFEGUARD, AND OXYGEN TRAINING 06/26			547.40
Check	07/09/2026	17343	Accounts Payable	AMERICAN STAGE TOURS		3,160.00
	Invoice	Date	Description		Check Sort Code	Amount
	34003	07/01/2026	AROUND ALAMEDA ISLAND DAY TRIP 5/15/26			3,160.00
Check	07/09/2026	17344	Accounts Payable	ANKAR CYCLES, INC DBA OAKLAND HARLEY-DAVIDSON		1,547.59
	Invoice	Date	Description		Check Sort Code	Amount
	1131137	04/29/2026	MOTORCYCLE DIAG CLUTCH 04/29/26			1,547.59
Check	07/09/2026	17345	Accounts Payable	STALKER RADAR		1,032.99
	Invoice	Date	Description		Check Sort Code	Amount
	479397	06/15/2026	LIDAR REPAIR - 06/15/2026			1,032.99
Check	07/09/2026	17346	Accounts Payable	AT&T		1,200.00
	Invoice	Date	Description		Check Sort Code	Amount
	629723	06/15/2026	LEA TRACKING 05/13-06/12/26			1,200.00
Check	07/09/2026	17347	Accounts Payable	JUAN AYALA		350.00
	Invoice	Date	Description		Check Sort Code	Amount
	070526EXP	07/05/2026	1ST BOOT REIMBURSEMENT-JUAN AYALA 07/05/26			350.00
Check	07/09/2026	17348	Accounts Payable	BAY CENTRAL PRINTING		102.49
	Invoice	Date	Description		Check Sort Code	Amount
	206464	06/18/2026	BUSINESS CARD IMPRINTING - A. TIMBERS			102.49
Check	07/09/2026	17349	Accounts Payable	BLUE STAR SERVICES GROUP INC		550.00
	Invoice	Date	Description		Check Sort Code	Amount
	6722	03/30/2026	E-WASTE PICKUP 03/30/26			550.00

Check	07/09/2026	17350	Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.	592.80

Invoice	Date	Description	Check Sort Code	Amount
26029106 RI 0029	06/19/2026	BI PLAN REVIEW SERVICES (ELEC2026-0060) 06/19/26		592.80

Check	07/09/2026	17351	Accounts Payable	BURTON'S FIRE INC	19,384.68

Invoice	Date	Description	Check Sort Code	Amount
W 83346	06/15/2026	FIRE TRUCK 29 SERVICE 06/15/26		12,897.37
S 72134	06/15/2026	PARTS ASSOCIATED WITH SERVICES- INVOICE W 83346 06/15/26		6,487.31

Check	07/09/2026	17352	Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE	29,037.37

Invoice	Date	Description	Check Sort Code	Amount
260316	03/31/2026	MONTHLY OUTAGE REPAIRS - ST LIGHTING 03/26		2,443.30
260449	04/30/2026	TRAFFIC SIGNALS CALLS 04/26		3,304.69
260562	05/31/2026	OUTAGES REPAIRS - STREET LIGHTING 5/31/26		7,491.64
260563	05/31/2026	OUTAGES REPAIRS - STREET LIGHTING 12/17/25		9,128.05
260564	05/31/2026	OUTAGES REPAIRS - STREET LIGHTING 3/28/26		6,669.69

Check	07/09/2026	17353	Accounts Payable	CALIFORNIA BUILDING OFFICIALS (CALBO)	5,130.00

Invoice	Date	Description	Check Sort Code	Amount
1000920	06/30/2026	CALBO- TRAINING AND EDUCATION WEEK		640.00
1000919	06/30/2026	CALBO- TRAINING AND EDUCATION WEEK		2,025.00
1000918	06/30/2026	CALBO- TRAINING AND EDUCATION WEEK		225.00
1000917	06/30/2026	CALBO- TRAINING AND EDUCATION WEEK		2,240.00

Check	07/09/2026	17354	Accounts Payable	CARTWRIGHT DESIGN STUDIO	1,912.50

Invoice	Date	Description	Check Sort Code	Amount
1939	06/11/2026	SUMMER NEWSLETTER 6/11/26		1,912.50

Check	07/09/2026	17355	Accounts Payable	CENTRAL VETERINARY HOSPITAL	212.80

Invoice	Date	Description	Check Sort Code	Amount
543694	05/19/2026	VET SVCS 05/19/26		59.60
543691	05/19/2026	VET SVCS 12/15/2025		121.20
543689	05/19/2026	VET SVCS 05/19/26		16.00
543692	05/19/2026	VET SVCS 01/27 & 05/19/26		16.00

Check	07/09/2026	17356	Accounts Payable	CENTRALSQUARE TECHNOLOGIES, LLC	2,994.56

Invoice	Date	Description	Check Sort Code	Amount
457278	06/30/2026	ETRAKIT API ANNUAL ACCESS FEE 04/10/2026-02/11/2027		2,994.56

Check	07/09/2026	17357	Accounts Payable	FREMONT CHEVROLET	100.69

Invoice	Date	Description	Check Sort Code	Amount
181326	06/30/2026	BOLTS		90.93
181330	06/30/2026	BOLT		9.76

Check	07/09/2026	17358	Accounts Payable	PETTY CASH CUSTODIAN - JOHNA COULTHARD	677.43

Invoice	Date	Description	Check Sort Code	Amount
010626-063026PD	06/30/2026	PETTY CASH REPLENISHMENT 01/06-06/30/26		677.43

Check	07/09/2026	17359	Accounts Payable	CITY OF UNION CITY	6,930.73

Invoice	Date	Description	Check Sort Code	Amount
20250916	06/01/2026	50% ESC SALARY MAY 2026		6,930.73

Check	07/09/2026	17360	Accounts Payable	CONSOR NORTH AMERICA, INC.	4,219.25

Invoice	Date	Description	Check Sort Code	Amount
N16N131CA.00-63	06/02/2026	CENTRAL AVE OVERPASS DESIGN SRVC PRJ 1014 4/1-430/26		4,219.25

Check	07/09/2026	17361	Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT	5,031.78

Invoice	Date	Description	Check Sort Code	Amount
112-2605166	06/11/2026	AWS ACCESS FEE MAY 2026		5,031.78

Check	07/09/2026	17362	Accounts Payable	COVINO SMITH & SIMON, INC.	1,700.00

Invoice	Date	Description	Check Sort Code	Amount
#5-2026	05/25/2026	FEDERAL AFFAIRS SERVICES FOR MAY 2026		1,700.00

Check	07/09/2026	17363	Accounts Payable	THOMAS DALE	193.85

Invoice	Date	Description	Check Sort Code	Amount
0608-061226EXP	06/29/2026	ICI-OIS		193.85

Check	07/09/2026	17364	Accounts Payable	DELTA DENTAL OF CALIFORNIA	17,728.18

Invoice	Date	Description	Check Sort Code	Amount
BE007106345	07/02/2026	DELTA PPO BASE/BUY-UP - JULY 2026 PREMIUMS		17,728.18

Check	07/09/2026	17365	Accounts Payable	DELTA DENTAL INSURANCE COMPANY	152.28

Invoice	Date	Description	Check Sort Code	Amount
BE007105706	07/02/2026	DELTA CARE - COBRA JULY 2026 PREMIUMS		18.82
BE007105045	07/02/2026	DELTA CARE - JULY 2026 PREMIUMS		133.46

Check	07/09/2026	17366	Accounts Payable	DEOL OIL	28,873.31

Invoice	Date	Description	Check Sort Code	Amount
00013	05/29/2026	SHELL FUEL 05/04-05/29/26		13,911.78
00014	06/19/2026	JARVIS SHELL FUEL AND CARWASH 05/29-06/19/26		14,961.53

Check	07/09/2026	17367	Accounts Payable	FIRSTTWO, INC.	7,200.00

Invoice	Date	Description	Check Sort Code	Amount
465637	06/04/2026	FIRST TWO SUB AGENCY LICENSE 7/1-6/30/27		7,200.00

Check	07/09/2026	17368	Accounts Payable	FOLGERGRAPHICS, INC	6,312.75

Invoice	Date	Description	Check Sort Code	Amount
147747	06/08/2026	NEWARK NEWSLETTER		6,312.75

Check	07/09/2026	17369	Accounts Payable	FOUR SEASONS POOL SERVICE	568.63

Invoice	Date	Description	Check Sort Code	Amount
60664	06/18/2026	GRILL & FLOWPATH, & FITTING BEARING		568.63

Check	07/09/2026	17370	Accounts Payable	FREMONT FORD	334.40

Invoice	Date	Description	Check Sort Code	Amount
466832	06/29/2026	VEH 116 WARNING LIGHT		334.40

Check	07/09/2026	17371	Accounts Payable	GEOCON CONSULTANTS, INC.	2,648.86

Invoice	Date	Description	Check Sort Code	Amount
226050381	06/16/2026	MATERIALS TESTING SERVICES THROUGH 5/17/2026		2,648.86

Check	07/09/2026	17372	Accounts Payable	GHD INC.	2,907.25

Invoice	Date	Description	Check Sort Code	Amount
380-0093961	07/01/2026	TASK ORDER NO. 4 - NEWARK QUIET ZONES 06/26		2,907.25

Check	07/09/2026	17373	Accounts Payable	GYM DOCTORS	230.54

Invoice	Date	Description	Check Sort Code	Amount
00180446	05/21/2026	MAINTENANCE AND REPAIR SERVICES TO GYM @SILLIMAN 5/20/26		230.54

Check	07/09/2026	17374	Accounts Payable	REBECCA HICKS	335.11

Invoice	Date	Description	Check Sort Code	Amount

	0401-063026EXP	07/01/2026	MILEAGE REIMBURSEMENT 04/01-06/30/26		335.11
Check	07/09/2026	17375 Accounts Payable	HILLYARD-INC.		843.29
	Invoice	Date	Description	Check Sort Code	Amount
	90184055	06/16/2026	TOILET SEAT COVER		813.35
	90182464	06/13/2026	HANDTOWEL DISPENSER		29.94
Check	07/09/2026	17376 Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES		8,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	SIN058735	01/31/2026	FINAL REPORT - SALES AND USE TAX ASSESSMENT FOR BOND PROJECT		8,500.00
Check	07/09/2026	17377 Accounts Payable	HOTEL IRVINE		6,945.51
	Invoice	Date	Description	Check Sort Code	Amount
	5492345701	06/15/2026	RESERVATION FOR TODD STEWART 8/23-8/29/26		631.41
	4706619601	06/15/2026	RESERVATION FOR JARED SCHWALB 8/23-8/29/26		1,262.82
	1342934101	06/15/2026	RESERVATION FOR RUDOLPH KELLY 8/23-8/29/26		1,262.82
	883905401	06/15/2026	RESERVATION FOR LYNETTE PANG 8/23-8/29/26		1,262.82
	4532918001	06/15/2026	RESERVATION FOR SAMER ELBANDAK 8/23-8/29/26		1,262.82
	2922009101	06/15/2026	RESERVATION FOR KELLY JO PYLE 8/23-8/29/26		1,262.82
Check	07/09/2026	17378 Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.		854.44
	Invoice	Date	Description	Check Sort Code	Amount
	131536	06/18/2026	VACUUM BREAKER, SOAP DISPENSER, WALL PUMP		854.44
Check	07/09/2026	17379 Accounts Payable	SPECTRUM CANINE ISABEL LLC		1,300.00
	Invoice	Date	Description	Check Sort Code	Amount
	0006661	07/02/2026	CANINE MAINTENANCE JUNE 2026		1,300.00
Check	07/09/2026	17380 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		3,198.69
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1608992	06/15/2026	COPIER LEASE YEAR 4 OF 5 - OVERAGES 05/21-06/20/26		3,198.69
Check	07/09/2026	17381 Accounts Payable	KIMLEY-HORN AND ASSOCIATES, INC.		2,825.00
	Invoice	Date	Description	Check Sort Code	Amount
	35266435	05/31/2026	TRAFFIC ENGINEERING & TRANSPORTATION PLANNING SRVCS 05/26		540.00
	34666378	01/31/2026	TRAFFIC ENGINEERING & TRANSPORTATION PLANNING SRVCS 01/26		1,870.00
	34961589	02/28/2026	TRAFFIC ENGINEERING & TRANSPORTATION PLANNING SRVCS 02/26		415.00
Check	07/09/2026	17382 Accounts Payable	EL REINO LARA LLC DBA CAL PAVEMENT MANAGEMENT		13,875.00
	Invoice	Date	Description	Check Sort Code	Amount
	1068	05/31/2026	PAVEMENT PRESERVATOIN 5/4-5/22/26		13,875.00
Check	07/09/2026	17383 Accounts Payable	LEXISNEXIS RISK DATA MANAGEMENT LLC		50.63
	Invoice	Date	Description	Check Sort Code	Amount
	1300296095	05/31/2026	INVESTIGATIVE INFO RESEARCH - 5/31/26		50.63
Check	07/09/2026	17384 Accounts Payable	LOOMIS		356.46
	Invoice	Date	Description	Check Sort Code	Amount
	14016792	06/30/2026	ARMORED CAR SERVICE - 06/26		356.46
Check	07/09/2026	17385 Accounts Payable	JOSUE LOPEZ-DUENAS		350.00
	Invoice	Date	Description	Check Sort Code	Amount
	070126EXP	07/01/2026	1ST BOOT REIMBURSEMENT-JOSUE LOPEZ-DUENAS 07/01/26		350.00
Check	07/09/2026	17386 Accounts Payable	LPC SERVICES, INC.		917.00
	Invoice	Date	Description	Check Sort Code	Amount
	87246	06/17/2026	PEST SERVICES - CITY HALL #102699 6/17/26		267.00

	87324	06/17/2026	PEST SERVICES - SANCTUARY PARK #117190 6/17/26		325.00
	87319	06/17/2026	PEST SERVICES - SILLIMAN PARK #117189 6/17/26		325.00
Check	07/09/2026	17387 Accounts Payable	LYNCH ELECTRIC & SONS INC		2,689.94
	Invoice	Date	Description	Check Sort Code	Amount
	2025.192	06/05/2026	EMERGENCY SVC-PD EXTERIOR LIGHTING CONTROL 02/04/26 & 06/04/26		2,689.94
Check	07/09/2026	17388 Accounts Payable	PATRICK MORRISSEY		3,600.00
	Invoice	Date	Description	Check Sort Code	Amount
	10632	06/25/2026	GIS PROFESSIONA SERVICES APRIL 2026		3,600.00
Check	07/09/2026	17389 Accounts Payable	AVENU INSIGHTS & ANALYTICS		3,750.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV001199	06/15/2026	UUT AUDIT & ANALYSIS - FIXED FEE APR - JUN '26		3,750.00
Check	07/09/2026	17390 Accounts Payable	IVY NGUYEN		48.65
	Invoice	Date	Description	Check Sort Code	Amount
	0401-063026EXP	06/30/2026	MILEAGE REIMBURSEMENT 04/01-06/30/26		48.65
Check	07/09/2026	17391 Accounts Payable	NICHOLS CONSULTING ENGINEERS, CHTD		10,490.00
	Invoice	Date	Description	Check Sort Code	Amount
	123055515	06/16/2026	TASK ORDER NO. 2 - THORNTON AVE PAVEMENT REHAB 05/26		10,490.00
Check	07/09/2026	17392 Accounts Payable	O'REILLY AUTO PARTS		369.92
	Invoice	Date	Description	Check Sort Code	Amount
	3464-189249	06/17/2026	RACE SEAT-POS		309.03
	3464-190340	06/24/2026	MOTOROIL-POS		60.89
Check	07/09/2026	17393 Accounts Payable	OWEN EQUIPMENT CO		1,037.82
	Invoice	Date	Description	Check Sort Code	Amount
	00072027	06/19/2026	LINEAR ACTUATOR		1,037.82
Check	07/09/2026	17394 Accounts Payable	PACIFIC GAS & ELECTRIC		15,064.50
	Invoice	Date	Description	Check Sort Code	Amount
	7786-061826	06/18/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 5/15-6/12/26		15,064.50
Check	07/09/2026	17395 Accounts Payable	PARK INK		3,600.24
	Invoice	Date	Description	Check Sort Code	Amount
	31012	06/12/2026	GROVE CONCERTS/MARIACHI FESTIVAL GIVE AWAYS		3,600.24
Check	07/09/2026	17396 Accounts Payable	PENINSULA UNIFORMS & EQUIPMENT, INC.		1,598.63
	Invoice	Date	Description	Check Sort Code	Amount
	223595	06/24/2026	RAIN JACKETS		1,598.63
Check	07/09/2026	17397 Accounts Payable	QUALITY SIGN & BANNER		836.16
	Invoice	Date	Description	Check Sort Code	Amount
	20771	05/26/2026	GROVE CONCERT BANNER		836.16
Check	07/09/2026	17398 Accounts Payable	QUICKSCORES LLC		84.00
	Invoice	Date	Description	Check Sort Code	Amount
	261349	06/17/2026	SOFTWARE SERVICES FOR TEAM SCORES, STANDINGS AND UPDATES 06/26		84.00
Check	07/09/2026	17399 Accounts Payable	RAYMUNDO RUIZ		18.82
	Invoice	Date	Description	Check Sort Code	Amount
	070226EXP	07/02/2026	UNIFORM-SWIM SHORTS FOR POOL SERVICE		18.82
Check	07/09/2026	17400 Accounts Payable	SHUTE, MIHALY & WEINBERGER LLP		33,503.29
	Invoice	Date	Description	Check Sort Code	Amount

	296383	04/20/2026	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 03/31/26		29,434.85
	296860	05/20/2026	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 04/30/26		2,308.10
	297332	06/22/2026	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 05/31/26		1,760.34
Check	07/09/2026	17401 Accounts Payable	CENTERVILLE LOCKSMITH		14.51
	Invoice	Date	Description	Check Sort Code	Amount
	349861	06/26/2026	MASTER PRO SERIES LOCK		14.51
Check	07/09/2026	17402 Accounts Payable	STANDARD INSURANCE COMPANY		1,957.52
	Invoice	Date	Description	Check Sort Code	Amount
	VISION JULY 2026	07/02/2026	STANDARD VISION - JULY 2026 PREMIUMS		1,957.52
Check	07/09/2026	17403 Accounts Payable	STAPLES		366.25
	Invoice	Date	Description	Check Sort Code	Amount
	7010268095	06/15/2026	OFFICE SUPPLIES 05/28-06/11/26		366.25
Check	07/09/2026	17404 Accounts Payable	SYSCO - SAN FRANCISCO		950.76
	Invoice	Date	Description	Check Sort Code	Amount
	850292820	06/29/2026	CAFE/CONCESSION ITEMS		950.76
Check	07/09/2026	17405 Accounts Payable	SHANNON TODD		1,553.67
	Invoice	Date	Description	Check Sort Code	Amount
	0902-090525EXP	06/29/2026	WLLE SAN DIEGO		865.33
	0208-021125EXP	06/29/2026	TRAINING MANAGER COURSE		688.34
Check	07/09/2026	17406 Accounts Payable	SHAWN TORRES		1,058.49
	Invoice	Date	Description	Check Sort Code	Amount
	0608-061026EXP	06/22/2026	INVICTUS-LAW ENFORCEMENT CONF 06/08-06/10/26		1,058.49
Check	07/09/2026	17407 Accounts Payable	JENNIFER TRAN		33.93
	Invoice	Date	Description	Check Sort Code	Amount
	0601-063026EXP	06/30/2026	MILEAGE REIMBURSEMENT 06/02-06/30/25		33.93
Check	07/09/2026	17408 Accounts Payable	TREASURER OF ALAMEDA COUNTY		1,030.00
	Invoice	Date	Description	Check Sort Code	Amount
	26-05108	06/12/2026	BOOKING FEES MAY 2026		1,030.00
Check	07/09/2026	17409 Accounts Payable	VERDE DESIGN INC		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2-2416000	06/26/2026	NEWARK SOFTBALL INFIELDS FINAL REVIEW 5/26-6/30/26		1,000.00
Check	07/09/2026	17410 Accounts Payable	VILLALOBOS & ASSOCIATES INC		435,112.78
	Invoice	Date	Description	Check Sort Code	Amount
	2640A	06/11/2026	CURB, GUTTER, SIDEWALK CIPA10007.FY2026 5/26		226,445.28
	2640B	06/11/2026	CITYWIDE ACCESSIBLE PED RAMP PRJ CIPA10001.FY26 5/26		208,667.50
Check	07/09/2026	17411 Accounts Payable	WATER INDUSTRY SPECIALIST, INC.		1,700.00
	Invoice	Date	Description	Check Sort Code	Amount
	4151	07/01/2026	BACKFLOW TESTER COURSE-MIGUEL SANCHEZ-CASILLAS 11/2-11/6		1,700.00
Check	07/09/2026	17412 Accounts Payable	WEX BANK		588.30
	Invoice	Date	Description	Check Sort Code	Amount
	113735694	07/06/2026	CHEVRON CC 07/06/26		588.30
Check	07/09/2026	17413 Accounts Payable	DAILY JOURNAL CORPORATION		118.75
	Invoice	Date	Description	Check Sort Code	Amount
	B4054404	06/23/2026	PC PH NOTICE - ODS 06/23/26		118.75

Check	07/09/2026	17414	Accounts Payable	JERRALD YANG		69.97

Invoice	Date	Description	Check Sort Code	Amount
0507-051926EXP	05/30/2026	SUPPLIES AND TRANSPORTATION EXPENSES		69.97

Check	07/09/2026	17415	Accounts Payable	LOWE , DIAN		60.00

Invoice	Date	Description	Check Sort Code	Amount
781266	07/01/2026	REFUNDS FOR SENIOR CENTER EVENTS		60.00

EFT	07/09/2026	2095	Accounts Payable	HALEY & ALDRICH, INC (ACH)	011301798 / 601014525	36,059.25

Invoice	Date	Description	Check Sort Code	Amount
9071656	06/04/2026	STAFF AUGMENTATION SERVICES THROUGH 05/31/26		34,627.50
9071754	06/05/2026	MAINTENANCE SUPPORT SERVICES THROUGH 05/31/26		1,431.75

EFT	07/09/2026	2096	Accounts Payable	METROPOLITAN PLANNING GROUP	121143626 / 140056375	16,601.25

Invoice	Date	Description	Check Sort Code	Amount
2005756	06/18/2026	STAFFING SVCS - MISSING MIDDLE HOUSING - SVCS THRU 05/31/26		12,492.50
2005220	08/15/2025	CEQA REVIEW FOR THE PROLOGIS PROJECT - SVCS THRU 07/31/25		4,108.75

EFT	07/09/2026	2097	Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484	1,381.23

Invoice	Date	Description	Check Sort Code	Amount
4857 - JUNE 26	06/15/2026	POSTAGE - JUN '26		1,381.23

EFT	07/09/2026	2098	Accounts Payable	REDWOOD PUBLIC LAW, LLP	122105980 / 8595354209	141,179.57

Invoice	Date	Description	Check Sort Code	Amount
18509	12/31/2025	LEGAL SVCS - MOWRY VILLAGE PROJECT - LABOR SVCS THRU 12/31/25		53,609.00
18884	01/31/2026	LEGAL SVCS - MOWRY VILLAGE PROJECT - LABOR SVCS THRU 1/31/26		7,088.79
18885	01/31/2026	LEGAL SVCS - MOWRY VILLAGE PROJECT - LITIG SVCS THRU 1/31/26		31,583.00
19351	02/28/2026	LEGAL SVCS - MOWRY VILLAGE PROJECT - LABOR SVCS THRU 2/26/26		110.00
19885	03/31/2026	LEGAL SVCS - MOWRY VILLAGE PROJECT - LABOR SVCS THRU 3/3/26		110.00
20659	05/31/2026	LEGAL SVCS - MOWRY VILLAGE PROJECT - LABOR SVCS THRU 5/19/26		110.00
20652	05/31/2026	LEGAL SERVICES RENDERED THROUGH 05/31/2026		10,895.80
20653	05/31/2026	LEGAL SERVICES RENDERED THROUGH 05/31/2026		630.00
20655	05/31/2026	LEGAL SERVICES RENDERED THROUGH 05/31/2026		26,215.20
20660	05/31/2026	LEGAL SERVICES RENDERED THROUGH 05/31/2026		5,532.87
20662	05/31/2026	LEGAL SERVICES RENDERED THROUGH 5/31/2026		3,360.00
20663	05/31/2026	LEGAL SERVICES RENDERED THROUGH 05/31/2026		945.00
20664	05/31/2026	LEGAL SERVICES RENDERED THROUGH 05/31/2026		345.81
20656	05/31/2026	LEGAL SVCS - BMR PACIFIC RESEARCH CENTER - SVCS THRU 5/5-5/12/26		644.10

EFT	07/09/2026	2099	Accounts Payable	CHURCHILL CONSULTANTS, LLC.	031176110 / 36044450327	18,000.00

Invoice	Date	Description	Check Sort Code	Amount
1269	06/18/2026	50% PAYMENT 6-MONTH LEADERSHIP COACHING ENGAGEMENT 06/18/26		18,000.00

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 82	$963,485.07

Checks:	77	$750,263.77
EFTs:	5	$213,221.30

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 07/16/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	07/16/2026	17416	Accounts Payable	AMERICAN RED CROSS		595.00
	Invoice	Date	Description		Check Sort Code	Amount
	23343114	06/24/2026	FIRST AID TRAINING 06/18/26			595.00
Check	07/16/2026	17417	Accounts Payable	ARI INVESTIGATIONS INC.		11,469.12
	Invoice	Date	Description		Check Sort Code	Amount
	26-132	06/20/2026	INTERNAL AFFAIRS INVESTIGATIONS 04/04 - 05/29/26			6,334.56
	26-133	06/20/2026	INTERNAL AFFAIRS INVESTIGATIONS 04/04 - 05/28/26			5,134.56
Check	07/16/2026	17418	Accounts Payable	AXIS FORENSIC TOXICOLOGY		220.00
	Invoice	Date	Description		Check Sort Code	Amount
	3013170	07/04/2026	LAB TESTS 6/28/26, 7/3/26			220.00
Check	07/16/2026	17419	Accounts Payable	BAY CENTRAL PRINTING		1,704.59
	Invoice	Date	Description		Check Sort Code	Amount
	205507	03/25/2026	GIVE AWAYS FOR EVENTS			1,704.59
Check	07/16/2026	17420	Accounts Payable	CAL-SIERRA TECHNOLOGIES INC		4,737.21
	Invoice	Date	Description		Check Sort Code	Amount
	87214	06/23/2026	ZEBRA PRINTERS			4,737.21
Check	07/16/2026	17421	Accounts Payable	STATE DISBURSEMENT UNIT		1.38
	Invoice	Date	Description		Check Sort Code	Amount
	PPE 7.4.26	07/09/2026	GARNISH - CASE #200000002128365 - 6/21/26-7/4/26			1.38
Check	07/16/2026	17422	Accounts Payable	CITY OF UNION CITY		14,574.91
	Invoice	Date	Description		Check Sort Code	Amount
	20250846	04/01/2026	50% ESC SALARY MAR 2026, MISC FEB EXP			6,990.88
	20250860	04/01/2026	50% ESC MISC EXPENSES MAR 2026			362.37
	20250915	05/01/2026	50% ESC SALARY APR 2026, MISC EXPENSES APR 2026			7,221.66
Check	07/16/2026	17423	Accounts Payable	CONSOR NORTH AMERICA, INC.		37,780.25
	Invoice	Date	Description		Check Sort Code	Amount
	N16N131CA.00-64	06/29/2026	CENTRAL AVE OVERPASS DESIGN SRVC PRJ 1014 5/1-6/19/26			37,780.25
Check	07/16/2026	17424	Accounts Payable	ALAMEDA COUNTY ASSESSOR'S OFFICE		6.00
	Invoice	Date	Description		Check Sort Code	Amount
	1694	06/16/2026	ASSESSOR MAP UPDATES - JUNE 2026			6.00
Check	07/16/2026	17425	Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		10,019.58
	Invoice	Date	Description		Check Sort Code	Amount
	167552	06/15/2026	RADIO REPAIR/MAINTENANCE 06/15/26			337.50
	167530	06/10/2026	RADIO REPAIR/MAINTENANCE 06/10/26			607.50

	167479	05/29/2026	RADIO REPAIR/MAINTENANCE 05/29/26		540.00
	167208	04/02/2026	RADIO REPAIR/MAINTENANCE 04/02/26		8,534.58
Check	07/16/2026	17426 Accounts Payable	COVINO SMITH & SIMON, INC.		1,700.00
	Invoice	Date	Description	Check Sort Code	Amount
	#06-2026	06/25/2026	FEDERAL AFFAIRS SERVICES FOR JUNE 2026		1,700.00
Check	07/16/2026	17427 Accounts Payable	EAST BAY ECONOMIC ALLIANCE FOUNDATION		7,005.00
	Invoice	Date	Description	Check Sort Code	Amount
	FY26001	07/07/2026	EAST BAY EDA MEMBERSHIP RENEWAL FY26-27		7,005.00
Check	07/16/2026	17428 Accounts Payable	F. J. KENNEDY AND ASSOCIATES, INC		2,658.25
	Invoice	Date	Description	Check Sort Code	Amount
	26-005	02/04/2026	P2025-001 HARVEST COMPLETENESS REVIEW 1/5-1/8/26		1,102.50
	26-051	04/07/2026	PM11375 PM 4TH REVIEW 3/30-3/31/26		918.75
	26-004	02/04/2026	RT 8559 ROUGH GRADING REVIEW 10/16/25		637.00
Check	07/16/2026	17429 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		1,177.42
	Invoice	Date	Description	Check Sort Code	Amount
	E 240229	07/09/2026	MAINLINE REPAIR-LIBRARY 06/30/26		1,177.42
Check	07/16/2026	17430 Accounts Payable	CHERYL GALVEZ		177.04
	Invoice	Date	Description	Check Sort Code	Amount
	032026-062026	06/30/2026	EXPENSE REIMBUSEMENT 03/2026-06/2026		177.04
Check	07/16/2026	17431 Accounts Payable	GRAINGER		107.51
	Invoice	Date	Description	Check Sort Code	Amount
	9966077316	06/25/2026	DOOR, LEVER, LOCK		107.51
Check	07/16/2026	17432 Accounts Payable	GREENSFELDER COMMERCIAL REAL ESTATE LLC		4,053.50
	Invoice	Date	Description	Check Sort Code	Amount
	NEWARK 26-06	06/30/2026	ULI TAP PREP WORK DONE 9/15-2/24/26		4,053.50
Check	07/16/2026	17433 Accounts Payable	HELIX ENVIRONMENTAL PLANNING, INC.		4,797.50
	Invoice	Date	Description	Check Sort Code	Amount
	134570	06/30/2026	EIR CONSULTING - HARVEST COMMUNITY PRJCT - SVCS THRU 06/30/26		4,797.50
Check	07/16/2026	17434 Accounts Payable	JOSEPH HUNTER		101.20
	Invoice	Date	Description	Check Sort Code	Amount
	063026	06/30/2026	GAS REIMBURSEMENT		101.20
Check	07/16/2026	17435 Accounts Payable	JOINT VENTURE SILICON VALLEY		3,900.00
	Invoice	Date	Description	Check Sort Code	Amount
	03032093EDANEWAR	06/11/2026	FY 26-27 SVEDA DUES & ULI MEMBERSHIP		3,900.00
Check	07/16/2026	17436 Accounts Payable	NAPA AUTO PARTS		4,026.33
	Invoice	Date	Description	Check Sort Code	Amount
	JUN26	06/30/2026	NAPA - GENERAL FLEET SUPPLIES JUNE 2026		4,026.33
Check	07/16/2026	17437 Accounts Payable	HERITAGE POOL SUPPLY GROUP, INC		19,883.21
	Invoice	Date	Description	Check Sort Code	Amount
	345372	06/26/2026	US FILTER MEDIA REPLACEMENT 06/10-06/12/26		19,883.21
Check	07/16/2026	17438 Accounts Payable	L.N. CURTIS & SONS		107.63
	Invoice	Date	Description	Check Sort Code	Amount
	INV1082352	06/24/2026	FIRST DEFENSE AEROSOL		107.63

Check	07/16/2026	17439	Accounts Payable	LA OPINION, LA OPINION NEWSPAPER	475.00

Invoice	Date	Description	Check Sort Code	Amount
32924	07/05/2026	DISPLAY AD 07/05/2026		475.00

Check	07/16/2026	17440	Accounts Payable	LPC SERVICES, INC.	935.00

Invoice	Date	Description	Check Sort Code	Amount
87320	06/25/2026	PEST SERVICES - SILLIMAN PARK #117189 6/25/26		325.00
87325	06/25/2026	PEST SERVICES - SANCTUARY PARK #117190 6/25/26		325.00
87314	06/05/2026	PEST SERVICES - ASH PARK 117187 06/05/26		285.00

Check	07/16/2026	17441	Accounts Payable	MOTOROLA SOLUTIONS, INC.	2,231.26

Invoice	Date	Description	Check Sort Code	Amount
8282358700	06/17/2026	RADIO ENCRYPTION 6/30/26		2,231.26

Check	07/16/2026	17442	Accounts Payable	BIG O TIRES #175	500.00

Invoice	Date	Description	Check Sort Code	Amount
005175-186521	05/12/2026	WHEEL REPAIR 05/12/26		500.00

Check	07/16/2026	17443	Accounts Payable	NEWARK VALERO #7117	5,822.98

Invoice	Date	Description	Check Sort Code	Amount
0609-070526	07/06/2026	VALERO FUEL 05/04-07/05/26		5,822.98

Check	07/16/2026	17444	Accounts Payable	OWEN EQUIPMENT CO	483.99

Invoice	Date	Description	Check Sort Code	Amount
00072077	06/24/2026	VACTOR 5/6FT LIGHT WEIGHT		483.99

Check	07/16/2026	17445	Accounts Payable	PACIFIC GAS & ELECTRIC	575.56

Invoice	Date	Description	Check Sort Code	Amount
9045-070326	07/03/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 5/27-6/24/26		250.61
2305-070126	07/01/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 5/27-6/24/26		121.28
4455-070226	07/02/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 5/28-6/25/26		113.34
0552-070226	07/02/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 5/28-6/25/26		90.33

Check	07/16/2026	17446	Accounts Payable	PHILIPPINE NEWS TODAY	250.00

Invoice	Date	Description	Check Sort Code	Amount
0000017356	07/06/2026	ELECTION AD 7/2/26		250.00

Check	07/16/2026	17447	Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.	17,400.00

Invoice	Date	Description	Check Sort Code	Amount
INV0125633	06/30/2026	REDLIGHT CAMERA MONITORING JUNE 2026		17,400.00

Check	07/16/2026	17448	Accounts Payable	RINGCENTRAL INC.	5,374.43

Invoice	Date	Description	Check Sort Code	Amount
CD_001471385	06/22/2026	UNIFIED TELEPHONE SYSTEM - 06/20-07/19/26		5,374.43

Check	07/16/2026	17449	Accounts Payable	SNG & ASSOCIATES, INC.	3,746.00

Invoice	Date	Description	Check Sort Code	Amount
2026-NEW-0519	06/29/2026	ON-CALL CIVIL ENGINEERING PLAN REVIEW 05/26		3,746.00

Check	07/16/2026	17450	Accounts Payable	ST. FRANCIS ELECTRIC, LLC	13,820.00

Invoice	Date	Description	Check Sort Code	Amount
24054531	05/31/2026	TRAFFIC SIGNAL & STREET LIGHT MAINT - MAY RESPONSE 05/31/26		13,820.00

Check	07/16/2026	17451	Accounts Payable	STANDARD INSURANCE COMPANY	2,952.00

Invoice	Date	Description	Check Sort Code	Amount
BILLING-MAY 26	05/01/2026	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUM-05/01-05/31		996.00
BILLING-JUNE 26	06/01/2026	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-6/01-6/30/26		972.00

	BILLING-APRIL 26	07/07/2026	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-4/01-4/30/26		984.00
Check	07/16/2026	17452 Accounts Payable	STANDARD INSURANCE COMPANY		1,366.83
	Invoice	Date	Description	Check Sort Code	Amount
	LTD JULY 2026	07/09/2026	STANDARD LTD - JULY 2026 PREMIUMS		1,366.83
Check	07/16/2026	17453 Accounts Payable	STARCHASE LLC		6,300.00
	Invoice	Date	Description	Check Sort Code	Amount
	20136174R	05/21/2026	YR 2 SUBS STARCHASE PURSUIT DEVICE 6/19/26 - 6/18/27		6,300.00
Check	07/16/2026	17454 Accounts Payable	STOP STICK, LTD		141.83
	Invoice	Date	Description	Check Sort Code	Amount
	0043059-IN	06/24/2026	SLEEVE, BLACK 9'		141.83
Check	07/16/2026	17455 Accounts Payable	VORTEX INDUSTRIES, LLC		6,875.46
	Invoice	Date	Description	Check Sort Code	Amount
	43-2252723	04/20/2026	LIBRARY CURIOSITY SHOP DOOR INSTALLATION 04/20/26		6,875.46
Check	07/16/2026	17456 Accounts Payable	WEST COAST ARBORISTS INC		44,151.96
	Invoice	Date	Description	Check Sort Code	Amount
	246496	06/30/2026	PARK TREE MAINTENANCE 06/16-06/30/26		38,154.24
	246497-A	06/30/2026	STREET TREE MAINTENANCE 06/16-06/30/26		5,997.72
Check	07/16/2026	17457 Accounts Payable	DAILY JOURNAL CORPORATION		222.50
	Invoice	Date	Description	Check Sort Code	Amount
	B4054432	06/23/2026	NOTICE OF PH TO FORM L&L 06/23/2026		55.00
	B4054444	06/23/2026	NOTICE OF PH - RESOLUTION NO. 11,847 06/23/2026		167.50
Check	07/16/2026	17458 Accounts Payable	GRAY-BOWEN-SCOTT		4,205.50
	Invoice	Date	Description	Check Sort Code	Amount
	23140	05/21/2026	GRANT MANAGEMENT SERVICES 04/26		4,205.50
Check	07/16/2026	17459 Accounts Payable	THE PLUS PRINT LLC		678.34
	Invoice	Date	Description	Check Sort Code	Amount
	3351	06/29/2026	PRINTING RESTAURANT GUIDE FOR NNO		678.34
Check	07/16/2026	17460 Accounts Payable	ORION SECURITY		1,434.98
	Invoice	Date	Description	Check Sort Code	Amount
	137183	07/07/2026	UNARMED, UNIFORMED SECURITY GUARD SERVICES-06/22/26-06/26/26		1,434.98
Check	07/16/2026	17461 Accounts Payable	ZUMAR INDUSTRIES		4,921.20
	Invoice	Date	Description	Check Sort Code	Amount
	57390	06/23/2026	SIGNS		4,921.20
Check	07/16/2026	17462 Accounts Payable	FERNANDEZ , MARTHA		1,485.00
	Invoice	Date	Description	Check Sort Code	Amount
	782061	07/09/2026	7/25/2026 CANCELLED RENTAL REFUND		1,485.00
Check	07/16/2026	17463 Accounts Payable	FUDENNA , CLARISSA		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	782554	07/13/2026	7/12/2026 RENTAL DEPOSIT REFUND		500.00
Check	07/16/2026	17464 Accounts Payable	KUKREJA , POONAM		145.00
	Invoice	Date	Description	Check Sort Code	Amount
	781366	07/02/2026	CLASS REFUNDED UPON PARENT'S REQUEST		145.00
Check	07/16/2026	17465 Accounts Payable	LOH , NANCY		300.00
	Invoice	Date	Description	Check Sort Code	Amount

	781170	06/30/2026	REFUND DUE TO LOW ENROLLMENT, CHECK IS GOING IN GRANDMA'S NAME			300.00
EFT	07/16/2026	2109 Accounts Payable	ART BUILDS COMMUNITY LLC	322271627 / 521573215		5,550.00
	Invoice	Date	Description		Check Sort Code	Amount
	Newark42026	07/07/2026	PUBLIC ART PROJECT MANAGEMENT 06/01/26-06/30/26			5,550.00
EFT	07/16/2026	2110 Accounts Payable	GOV CONNECTION (ACH)	211070175 / 1310873272		4,036.84
	Invoice	Date	Description		Check Sort Code	Amount
	77759457	06/25/2026	RICOH SCANNER			4,036.84
EFT	07/16/2026	2111 Accounts Payable	HALEY & ALDRICH, INC (ACH)	011301798 / 601014525		7,858.25
	Invoice	Date	Description		Check Sort Code	Amount
	9066909	02/11/2026	NEWARK COMMUNITY CTR ROOF REPLACEMENT THROUGH 01/30/26			3,787.25
	9068086	03/11/2026	NEWARK COMMUNITY CTR ROOF REPLACEMENT THROUGH 02/28/26			4,071.00
EFT	07/16/2026	2112 Accounts Payable	REDWOOD PUBLIC LAW, LLP	122105980 / 8595354209		3,545.00
	Invoice	Date	Description		Check Sort Code	Amount
	20650	05/31/2026	LEGAL SVCS - CEDAR COURT PROJECT - 5/12/26			110.00
	20651	05/31/2026	LEGAL SVCS - CASA SHARIFAN - SVCS THRU 05/31/26			2,225.00
	20649	05/31/2026	LEGAL SVCS/SANCTUARY WEST/ACQ. OF PROPERTY - SVCS THRU 05/31/26			1,210.00

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 54	$279,087.54
Checks:	50	$258,097.45	
EFTs:	4	$20,990.09	

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 07/23/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	07/23/2026	17466	Accounts Payable	ABACUS PRODUCTS INC		1,437.95
	Invoice	Date	Description		Check Sort Code	Amount
	B84678	06/30/2026	CITATIONS NPD032			1,437.95
Check	07/23/2026	17467	Accounts Payable	ACCESS		250.34
	Invoice	Date	Description		Check Sort Code	Amount
	12279049	06/30/2026	SHREDDING SVCS JUNE 2026			250.34
Check	07/23/2026	17468	Accounts Payable	HEALTH AND HUMAN RESOURCE CENTER, INC		532.44
	Invoice	Date	Description		Check Sort Code	Amount
	E0372573	07/01/2026	EMPLOYEE ASSISTANT PROGRAM (EAP) - AUGUST 2026			266.22
	E0371644	06/03/2026	EMPLOYEE ASSISTANT PROGRAM (EAP) - JULY 2026			266.22
Check	07/23/2026	17469	Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		1,620.00
	Invoice	Date	Description		Check Sort Code	Amount
	10791	07/10/2026	EVOC TRAINING -07/07/26-DALE,FRENTESCU, PACHECO, SHAFFER, WARREN			1,620.00
Check	07/23/2026	17470	Accounts Payable	TREASURER OF ALAMEDA COUNTY		3,417.00
	Invoice	Date	Description		Check Sort Code	Amount
	JUN 26	07/01/2026	CRIME LAB FEES JUNE 2026			3,417.00
Check	07/23/2026	17471	Accounts Payable	AMERICAN RED CROSS		450.80
	Invoice	Date	Description		Check Sort Code	Amount
	23276393	05/28/2026	SHALLOW WATER LIFEGUARD/EMERGENCY OXYGEN TRAINING 5/25/26			450.80
Check	07/23/2026	17472	Accounts Payable	AQUATIC DESIGN GROUP, INC.		435.21
	Invoice	Date	Description		Check Sort Code	Amount
	35539	06/30/2026	SILLIMAN AC ASSESSMENT & IMPROVMENT 06/01-06/30/26			435.21
Check	07/23/2026	17473	Accounts Payable	AXIS FORENSIC TOXICOLOGY		190.00
	Invoice	Date	Description		Check Sort Code	Amount
	3013064	06/27/2026	LAB TESTS 06/25/2026			190.00
Check	07/23/2026	17474	Accounts Payable	BAY AREA TEMPORARY SANITATION, INC.		618.70
	Invoice	Date	Description		Check Sort Code	Amount
	123652	06/30/2026	TEMPORARY RESTROOMS FOR SOFTBALL FIELDS 06/04-06/30/26			618.70

Check	07/23/2026	17475	Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION	928.00

Invoice	Date	Description	Check Sort Code	Amount
JUNE302026	06/30/2026	OFFICIATING FOR VOLLEYBALL GAMES FOR JUNE '26		928.00

Check	07/23/2026	17476	Accounts Payable	BBI, LLC	11,400.00

Invoice	Date	Description	Check Sort Code	Amount
BBI-2026-NWK-01	07/06/2026	IMPACT DAY 2026 ENGAGEMENT - SIGNING DEPOSIT 50% 07/06/26		5,700.00
BBI-2026-NWK-02	07/24/2026	IMPACT DAY 2026 ENGAGEMENT - FINAL PAYMENT 50% 07/24/26		5,700.00

Check	07/23/2026	17477	Accounts Payable	BELKORP AG, LLC	50.79

Invoice	Date	Description	Check Sort Code	Amount
1221126	07/15/2026	SPACER		50.79

Check	07/23/2026	17478	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS	709.47

Invoice	Date	Description	Check Sort Code	Amount
JUNE 26	07/01/2026	OFFICE SUPPLIES 06/17/26 (APS #26-31)		709.47

Check	07/23/2026	17479	Accounts Payable	BLUETRITON BRANDS INC	444.82

Invoice	Date	Description	Check Sort Code	Amount
06F8720042467	06/17/2026	WATER SERVICES 05/15-06/14/26		444.82

Check	07/23/2026	17480	Accounts Payable	CA ASSOCIATION FOR LOCAL ECONOMIC DEVELOPMENT	800.00

Invoice	Date	Description	Check Sort Code	Amount
300007120	05/17/2026	CALED MEMBERSHIP BASED ON POPULATION FY 26-27		800.00

Check	07/23/2026	17481	Accounts Payable	CPCA	2,059.00

Invoice	Date	Description	Check Sort Code	Amount
16141	07/01/2026	CPCA MEMBERSHIP - CHIEF ARGUELLO 07/01/26-06/30/27		2,059.00

Check	07/23/2026	17482	Accounts Payable	KIMBERLEE CATON	152.36

Invoice	Date	Description	Check Sort Code	Amount
071526EXP	07/16/2026	EXPENSE REIMBURSEMENT FOR CHILD CARE GROCERIES 07/15/26		152.36

Check	07/23/2026	17483	Accounts Payable	UNITED PACIFIC	110.00

Invoice	Date	Description	Check Sort Code	Amount
060126-063026	06/30/2026	CAR WASH 06/01-06/30/26		110.00

Check	07/23/2026	17484	Accounts Payable	CINTAS CORP	418.44

Invoice	Date	Description	Check Sort Code	Amount
1906361575	06/19/2026	GLOVES		418.44

Check	07/23/2026	17485	Accounts Payable	COMCAST BUSINESS	1,557.28

Invoice	Date	Description	Check Sort Code	Amount
275699337	07/01/2026	CALNET ACCT 963534957 | 06/01-06/30/26		414.42
275699455	07/01/2026	CALNET ACCT 932687073 | 06/01-06/30/26		1,142.86

Check	07/23/2026	17486	Accounts Payable	CORELOGIC SOLUTIONS, LLC	492.42

Invoice	Date	Description	Check Sort Code	Amount
30870127	05/31/2026	INVESTIGATIVE REAL ESTATE INFO RESEARCH - SVCS THRU 05/31/26		237.25
30884098	06/30/2026	INVESTIGATIVE REAL ESTATE INFO RESEARCH - SVCS THRU 06/30/26		255.17

Check	07/23/2026	17487	Accounts Payable	COUNTY OF ALAMEDA	925.00

	Invoice	Date	Description	Check Sort Code	Amount
	JUNE 26	07/06/2026	CITATION PROCESSING FEES - JUNE '26		925.00
Check	07/23/2026	17488 Accounts Payable	ALAMEDA COUNTY LAFCO		3,970.00
	Invoice	Date	Description	Check Sort Code	Amount
	FY26/27	07/01/2026	LAFCO COST		3,970.00
Check	07/23/2026	17489 Accounts Payable	DEPARTMENT OF SOCIAL SERVICES		484.00
	Invoice	Date	Description	Check Sort Code	Amount
	985083	06/03/2026	CHILDCARE LICENSING FEE FY27		484.00
Check	07/23/2026	17490 Accounts Payable	DIVISION OF THE STATE ARCHITECT		119.20
	Invoice	Date	Description	Check Sort Code	Amount
	0401-063026	07/13/2026	CA STATE CASP FEES (AB1379)		119.20
Check	07/23/2026	17491 Accounts Payable	EAST BAY LAWN MOWER		606.25
	Invoice	Date	Description	Check Sort Code	Amount
	45912	07/16/2026	TRIM HEAD		606.25
Check	07/23/2026	17492 Accounts Payable	GABRIEL GONZALES		350.00
	Invoice	Date	Description	Check Sort Code	Amount
	071226EXP	07/12/2026	BOOT REIMBURSEMENT-GABRIEL GONZALES 07/12/26		350.00
Check	07/23/2026	17493 Accounts Payable	GHD INC.		7,367.00
	Invoice	Date	Description	Check Sort Code	Amount
	380-0093901	06/30/2026	MOWRY/CHERRY INTERSECT ANALYSIS CIP001369 THRU 06/27/26		7,367.00
Check	07/23/2026	17494 Accounts Payable	HDL SOFTWARE, LLC		3,070.98
	Invoice	Date	Description	Check Sort Code	Amount
	SIN064789	05/31/2026	UUT SUPPORT / RETURNS - MAY 2026		3,070.98
Check	07/23/2026	17495 Accounts Payable	JOSEPH HUNTER		273.90
	Invoice	Date	Description	Check Sort Code	Amount
	070226EXP	07/02/2026	GAS REIMBURSEMENT		98.16
	070626EXP	07/02/2026	COURSE TUITION-NREMT/NCCP 07/06/26		175.74
Check	07/23/2026	17496 Accounts Payable	INCREDIFLIX INC		2,971.20
	Invoice	Date	Description	Check Sort Code	Amount
	0615-06182026	06/30/2026	LIVE ACTION AND LEGO FILM SUMMER CAMP 06/15-06/18/26		2,971.20
Check	07/23/2026	17497 Accounts Payable	HERITAGE POOL SUPPLY GROUP, INC		701.48
	Invoice	Date	Description	Check Sort Code	Amount
	312876	06/29/2026	TRITON SPA FILTER REPAIR 06/23/26		701.48
Check	07/23/2026	17498 Accounts Payable	LEXISNEXIS RISK DATA MANAGEMENT LLC		50.63
	Invoice	Date	Description	Check Sort Code	Amount
	1300308635	06/30/2026	INVESTIGATIVE INFO RESEARCH - 6/30/26		50.63
Check	07/23/2026	17499 Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		50.63
	Invoice	Date	Description	Check Sort Code	Amount
	1300281161	04/30/2026	INVESTIGATIVE INFO RESEARCH - 4/30/26		50.63

Check	07/23/2026	17500	Accounts Payable	O'REILLY AUTO PARTS	830.36

Invoice	Date	Description	Check Sort Code	Amount
3464-183992	05/16/2026	BALL JOINT		162.54
3464-187476	06/06/2026	BALL JOINT		263.30
3464-187606	06/07/2026	STABILIZER LINK		60.05
3464-192137	07/06/2026	MULTI-RELAY		13.53
3464-192324	07/07/2026	GALANTIFREZ		63.09
3464-192557	07/09/2026	MOTOROIL		145.13
3464-192591	07/09/2026	OIL FILTER CAP		34.12
3464-193036	07/12/2026	LED CAPSULE		88.60

Check	07/23/2026	17501	Accounts Payable	OFRS, INC	23,955.00

Invoice	Date	Description	Check Sort Code	Amount
5671	06/30/2026	HOMELESS ABATEMENT 04/21-06/12/26		23,955.00

Check	07/23/2026	17502	Accounts Payable	PACIFIC GAS & ELECTRIC	2,846.90

Invoice	Date	Description	Check Sort Code	Amount
0870-070726	07/07/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/30-06/29/26		97.29
3926-070626	07/06/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/29-06/28/26		117.50
1859-070626	07/06/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/29-06/28/26		2,632.11

Check	07/23/2026	17503	Accounts Payable	PAKPOUR CONSULTING GROUP, INC.	6,266.93

Invoice	Date	Description	Check Sort Code	Amount
5034	06/30/2026	CENTRAL AVENUE OVERPASS PROJECT: 06/01/26-06/30/26		4,210.50
5035	06/30/2026	ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES 06/01-06/30/26		2,056.43

Check	07/23/2026	17504	Accounts Payable	PLACER LABS, INC.	10,210.00

Invoice	Date	Description	Check Sort Code	Amount
INUS10818	07/01/2026	SUBCNTR LOCATION BASED SVCS & ANALYTICS - 7/1/26 - 6/30/27		10,210.00

Check	07/23/2026	17505	Accounts Payable	RAFTELIS	281.25

Invoice	Date	Description	Check Sort Code	Amount
46952	07/14/2026	EXECUTIVE COACHING SERVICES -CM 06/01/26-06/30/26		281.25

Check	07/23/2026	17506	Accounts Payable	BENGIL RANILLO	35.20

Invoice	Date	Description	Check Sort Code	Amount
070125-063026EXP	07/02/2026	FY26 MILEAGE REIMBURSEMENT - CITY HALL TO USPS (A/P CHECK RUNS)		35.20

Check	07/23/2026	17507	Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.	855.79

Invoice	Date	Description	Check Sort Code	Amount
274695	05/29/2026	REFLECTIVE COLLAR		855.79

Check	07/23/2026	17508	Accounts Payable	GOVERNMENT TRAINING AGENCY	674.00

Invoice	Date	Description	Check Sort Code	Amount
0914-091826MW	07/14/2026	ICI-MGT AND SUPERVISION OF DETECTIVE UNIT 09/14-09/18/26		674.00

Check	07/23/2026	17509	Accounts Payable	STAPLES	197.35

Invoice	Date	Description	Check Sort Code	Amount
7010453906	06/30/2026	OFFICE SUPPLIES 06/18-06/23/26		197.35

Check	07/23/2026	17510	Accounts Payable	THE CALIFORNIA ACADEMY FOR ECONOMIC DEVELOPMENT	2,600.00

Invoice	Date	Description	Check Sort Code	Amount
A204	05/05/2026	ADVANCED INSTITUTE FOR ECONOMIC DEVELOPMENT AUG 10-14 MORGAN		1,300.00
A199	05/05/2026	ADVANCED INSTITUTE FOR ECONOMIC DEVELOPMENT AUG 10-14 NAZ		1,300.00

Check	07/23/2026	17511	Accounts Payable	THE ED JONES COMPANY	193.54

Invoice	Date	Description	Check Sort Code	Amount
61352	06/12/2026	514 BADGE-514E - B.ARROYO, F.HERBERT		193.54

Check	07/23/2026	17512	Accounts Payable	TYLER TECHNOLOGIES, INC.	1,800.00

Invoice	Date	Description	Check Sort Code	Amount
045-568023	06/17/2026	INTIME TYLER INTEGRATION		1,800.00

Check	07/23/2026	17513	Accounts Payable	UNITED STATES POSTMASTER	5,100.00

Invoice	Date	Description	Check Sort Code	Amount
IN51872	07/17/2026	POSTAGE PAYMENT FOR FALL REC ACTIVITIES POSTCARDS FY27		5,100.00

Check	07/23/2026	17514	Accounts Payable	URBAN PLANNING PARTNERS, INC.	14,950.00

Invoice	Date	Description	Check Sort Code	Amount
26001NEW-260430	05/21/2026	ACHC ALAMEDA CO HOUSING COLLAB SUCCESSION ANNUAL FLAT FEE 05/26		14,950.00

Check	07/23/2026	17515	Accounts Payable	BOSCO OIL INC DBA VALLEY OIL	1,162.57

Invoice	Date	Description	Check Sort Code	Amount
708261	07/10/2026	CHEVRON RANDO DELIVERY 07/10/26		1,162.57

Check	07/23/2026	17516	Accounts Payable	VILLALOBOS & ASSOCIATES INC	76,807.24

Invoice	Date	Description	Check Sort Code	Amount
2641B	06/30/2026	CITYWIDE ACCESSIBLE PED RAMP PRJ CIPA10001.FY26 6/26		76,807.24

Check	07/23/2026	17517	Accounts Payable	WEISSMAN'S DESIGNS FOR DANCE	2,143.84

Invoice	Date	Description	Check Sort Code	Amount
264279093	02/27/2026	2026 DANCE REVUE COSTUMES FOR BETTY GENTRY DANCE PROGRAM		1,560.33
264318926	03/17/2026	2026 DANCE REVUE COSTUMES FOR BETTY GENTRY DANCE PROGRAM		68.61
264326592	03/19/2026	2026 DANCE REVUE COSTUMES FOR BETTY GENTRY DANCE PROGRAM		514.90

Check	07/23/2026	17518	Accounts Payable	GRAY-BOWEN-SCOTT	1,889.50

Invoice	Date	Description	Check Sort Code	Amount
23168	06/17/2026	GRANT MANAGEMENT SERVICES 05/26		1,889.50

Check	07/23/2026	17519	Accounts Payable	ORION SECURITY	3,754.40

Invoice	Date	Description	Check Sort Code	Amount
137436	07/11/2026	UNARMED, UNIFORMED SECURITY GUARD 07/06/26-07/10/26		1,444.00
137376	07/04/2026	UNARMED, UNIFORMED SECURITY GUARD 06/29/26-07/02/26		1,155.20
137493	07/18/2026	UNARMED, UNIFORMED SECURITY GUARD 07/13/26-07/16/26		1,155.20

Check	07/23/2026	17520	Accounts Payable	BECKER , ROBERT	262.00

Invoice	Date	Description	Check Sort Code	Amount
781951	07/07/2026	REFUNDING 20 VISIT PASS DUE TO DISSATISFACTION WITH SPA HOURS		262.00

Check	07/23/2026	17521	Accounts Payable	ICHIMARU , WENDY	500.00

	Invoice	Date	Description	Check Sort Code	Amount
	783285	07/20/2026	7/18/2026 RENTAL DEPOSIT REFUND		500.00
Check	07/23/2026	17522 Accounts Payable	LOH , NANCY		449.00
	Invoice	Date	Description	Check Sort Code	Amount
	781168	06/30/2026	CLASSES WERE CANCELED DUE TO LOW ENROLLMENT		449.00
Check	07/23/2026	17523 Accounts Payable	MAKHIJA , HIMANK		145.00
	Invoice	Date	Description	Check Sort Code	Amount
	782600	07/13/2026	PARENT REQUESTED A REFUND FOR THE SESSION. RYAN APPROVED REFUND.		145.00
Check	07/23/2026	17524 Accounts Payable	MILLER , MATTHEW		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2026-00001884	07/20/2026	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00
Check	07/23/2026	17525 Accounts Payable	WESTERN REGIONAL PUERTO RICAN COUNCIL		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2026-00001952	07/14/2026	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00
EFT	07/23/2026	2113 Accounts Payable	ADAMS POOL SOLUTIONS	322271627 / 80015012423	72,329.20
	Invoice	Date	Description	Check Sort Code	Amount
	255677	06/13/2026	SILLIMAN AQUATICS LAZY RIVER POOL REPLASTERING 5/26		14,032.45
	255815	06/30/2026	SILLIMAN AQUATICS LAZY RIVER POOL REPLASTERING 6/26		58,296.75
EFT	07/23/2026	2114 Accounts Payable	GHA TECHNOLOGIES INC	122100024 / 836623900	14,519.04
	Invoice	Date	Description	Check Sort Code	Amount
	2040175	06/29/2026	NINJAONE PROFESSIONAL ASSET SOFTWARE 06/29/26-06/28/27		14,519.04
EFT	07/23/2026	2115 Accounts Payable	HALEY & ALDRICH, INC (ACH)	011301798 / 601014525	15,285.00
	Invoice	Date	Description	Check Sort Code	Amount
	9071647	06/04/2026	UPDATE CAPITAL IMPROVEMENT PROGRAM THROUGH 05/31/26		720.00
	9071649	06/04/2026	UST REMOVAL AT SVC PRJ 1310 THROUGH 05/31/26		1,409.25
	9071650	06/04/2026	SVC CTR ROOF REPLACEMENT PROFESSIONAL SERVICES THROUGH 05/31/26		959.25
	9071651	06/04/2026	SILLIMAN CTR ROOF PROFESSIONAL SERVICES THROUGH 05/31/26		903.00
	9071652	06/04/2026	OLD TOWN IMPROVEMENTS THROUGH 05/31/26		453.00
	9071653	06/04/2026	PROFESSIONAL SERVICES THROUGH 05/31/26		543.00
	9071654	06/04/2026	OWNER'S REPRESENTATIVE SERVICES THROUGH 05/31/26		4,233.00
	9071655	06/04/2026	NEWARK THORNTON AVE REHAB PHASE 2 THROUGH 05/31/26		903.00
	9070509	05/08/2026	NEWARK COMMUNITY CTR ROOF REPLACEMENT THROUGH 04/30/26		5,161.50
EFT	07/23/2026	2116 Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510	55,330.37
	Invoice	Date	Description	Check Sort Code	Amount
	SF-8510-01917295	07/01/2026	WORKERS COMPENSATION CLAIMS -06/01/26-06/30/26		55,330.37

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 64 $366,388.77

Checks:	60	$208,925.16
EFTs:	4	$157,463.61

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 07/30/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	07/30/2026	17526	Accounts Payable	DIGIQUATICS		3,437.32
	Invoice	Date	Description		Check Sort Code	Amount
	4871	06/01/2026	SCHEDULING SOFTWARE SUBSCRIPTION 07/01/26 - 06/30/27			3,437.32
Check	07/30/2026	17527	Accounts Payable	AIRGAS USA, LLC		115.20
	Invoice	Date	Description		Check Sort Code	Amount
	5525978157	06/30/2026	CYL ACETYLENE RENTAL 06/30/26			115.20
Check	07/30/2026	17528	Accounts Payable	ALAMEDA CO LIBRARY		39,478.75
	Invoice	Date	Description		Check Sort Code	Amount
	FY2526-19	07/10/2026	ADDITIONAL LIBRARY HOURS APR - JUN 2026			39,478.75
Check	07/30/2026	17529	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,424,463.39
	Invoice	Date	Description		Check Sort Code	Amount
	2025-26-026	08/18/2025	FIRE TRUCK 252 SERVICE 08/18/05			5,266.59
	2025-26-043	09/16/2025	FIRE TRUCK 252 & 241N SERVICE 09/16/25			19,072.88
	2025-26-103	10/13/2025	FIRE TRUCK 252 & 243N SERVICE 10/13/25			1,925.32
	2025-26-135	11/10/2025	FIRE TRUCK 242N & 241N SERVICE 11/10/25			5,384.78
	2025-26-199	02/25/2026	FIRE TRUCK 252 & 242N SERVICE 02/05/26			40,052.05
	2025-26-200	02/05/2026	FIRE TRUCK 242N, 252 & 243N SERVICE 02/05/26			8,939.08
	2025-26-201	02/05/2026	FIRE TRUCK 252 & 241N & STA 28 SERVICE 02/05/26			4,248.20
	2025-26-224	03/02/2026	FIRE TRUCK 243N & 132 & 252 SERVICE 03/02/26			3,046.73
	2025-26-264	04/16/2026	FIRE TRUCK 242N & 252 SERVICE 04/16/26			3,508.84
	2025-26-299	05/12/2026	FIRE TRUCK 252 & 243N SERVICE 05/12/26			5,830.58
	2025-26-313	06/08/2026	FIRE TRUCK 242N SERVICE 06/08/26			40,623.76
	2026-27-003	07/01/2026	CONTRACT FIRE SERVICES - 07/26			1,286,564.58
Check	07/30/2026	17530	Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		972.00
	Invoice	Date	Description		Check Sort Code	Amount
	10820	07/17/2026	EVOC TRAINING -07/17/26-DAMEWOOD, TAYLOR, PIQUETTE			972.00
Check	07/30/2026	17531	Accounts Payable	ALLIED AUTO STORES INC		2,692.89
	Invoice	Date	Description		Check Sort Code	Amount
	JUN26	06/30/2026	ALLIED-FLEET SUPPLIES 06/01-06/30/26			2,692.89
Check	07/30/2026	17532	Accounts Payable	AT&T		102.50
	Invoice	Date	Description		Check Sort Code	Amount

	2300-07012026	07/01/2026	CAPTION LISTING - 07/01-07/31/2026			102.50
Check	07/30/2026	17533 Accounts Payable	ADITYA BABU			656.00
	Invoice	Date	Description		Check Sort Code	Amount
	0605-06262026	06/30/2026	VOLLEYBALL CLASSES 6/5-6/26/26			656.00
Check	07/30/2026	17534 Accounts Payable	COMMUNITY PLANNING COLLABORATIVE			34,071.98
	Invoice	Date	Description		Check Sort Code	Amount
	2204	06/08/2026	NEWARK OPEN SPACE SVCS THRU MAY 2026			14,210.67
	2226	07/09/2026	NEWARK OPEN SPACE SVCS THRU JUNE 2026			19,861.31
Check	07/30/2026	17535 Accounts Payable	BAY CENTRAL PRINTING			204.98
	Invoice	Date	Description		Check Sort Code	Amount
	206587	07/08/2026	BUSINESS CARD IMPRINTING- J.HERERRA			102.49
	206613	07/08/2026	BUSINESS CARD IMPRINTING- B.ARROYO			102.49
Check	07/30/2026	17536 Accounts Payable	BELKORP AG, LLC			111.32
	Invoice	Date	Description		Check Sort Code	Amount
	1216424	06/30/2026	FUEL FILTER			111.32
Check	07/30/2026	17537 Accounts Payable	VIOLETTA BERLANGA			5,772.00
	Invoice	Date	Description		Check Sort Code	Amount
	EDUREIMB-SPR2026	06/30/2026	EDUCATIONAL REIMB - REMAINING MONIES IN FUND TO REIMBURSE			5,772.00
Check	07/30/2026	17538 Accounts Payable	BLUETRITON BRANDS INC			379.55
	Invoice	Date	Description		Check Sort Code	Amount
	06G8720042467	07/16/2026	WATER SERVICES 06/15-07/14/26			379.55
Check	07/30/2026	17539 Accounts Payable	STATE DISBURSEMENT UNIT			1.38
	Invoice	Date	Description		Check Sort Code	Amount
	PPE 7.18.26	07/23/2026	GARNISH - CASE 200000002128365 - 7/5/26-7/18/26			1.38
Check	07/30/2026	17540 Accounts Payable	GUSTAVO CHATA			751.50
	Invoice	Date	Description		Check Sort Code	Amount
	0603-06242026	06/30/2026	TENNIS LESSONS/INSTRUCTOR SERVICES 06/03-06/26/26			751.50
Check	07/30/2026	17541 Accounts Payable	FREMONT CHEVROLET/FREMONT BUICK GMC CADILLAC			60.75
	Invoice	Date	Description		Check Sort Code	Amount
	182172	07/16/2026	PUMP			60.75
Check	07/30/2026	17542 Accounts Payable	FREMONT CHEVROLET			145.09
	Invoice	Date	Description		Check Sort Code	Amount
	181577	07/07/2026	BLOCK			145.09
Check	07/30/2026	17543 Accounts Payable	CINTAS CORP			4,088.35
	Invoice	Date	Description		Check Sort Code	Amount
	JUN26	06/30/2026	UNIFORM/MATS JUNE 2026			4,088.35
Check	07/30/2026	17544 Accounts Payable	COMCAST			3,072.92

	Invoice	Date	Description	Check Sort Code	Amount
	8821-072826	06/24/2026	TELEVISION & PUBLIC WIFI ACCESS 06/29-07/28/26		1,536.43
	8821-082826	07/24/2026	TELEVISION & PUBLIC WIFI ACCESS 07/29-08/28/26		1,536.49
Check	07/30/2026	17545 Accounts Payable	CORO MEDICAL, LLC.		18,439.88
	Invoice	Date	Description	Check Sort Code	Amount
	ORD-04653-D5H8D0	07/06/2026	AUTOMATED EXTERNAL DEFIBRILLATOR UNITS(37) RENEWAL 2025-2030		18,439.88
Check	07/30/2026	17546 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		5,031.78
	Invoice	Date	Description	Check Sort Code	Amount
	112-2606164	07/20/2026	AWS ACCESS FEE JUNE 2026		5,031.78
Check	07/30/2026	17547 Accounts Payable	DEPARTMENT OF JUSTICE		322.00
	Invoice	Date	Description	Check Sort Code	Amount
	057002	06/30/2026	FINGERPRINTING FEES - 06/26		322.00
Check	07/30/2026	17548 Accounts Payable	EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY		101,568.00
	Invoice	Date	Description	Check Sort Code	Amount
	20270064	07/01/2026	800MHZ ACCESS FEES FY 26/27		101,568.00
Check	07/30/2026	17549 Accounts Payable	EQUIFAX INFORMATION SVCS LLC		50.71
	Invoice	Date	Description	Check Sort Code	Amount
	2074688722	07/07/2026	CREDIT BUREAU REPORT FEES SS FY26 - 06/08/26-07/07/26		50.71
Check	07/30/2026	17550 Accounts Payable	EXPRESS FENCE LLC		1,745.00
	Invoice	Date	Description	Check Sort Code	Amount
	26289	06/29/2026	SILLIMAN TEMPORARY POOL FENCING 06/18 - 08/03/26		1,745.00
Check	07/30/2026	17551 Accounts Payable	FOUR SEASONS POOL SERVICE		395.64
	Invoice	Date	Description	Check Sort Code	Amount
	60713	07/01/2026	DRAIN COVER REPAIR 07/01/26		395.64
Check	07/30/2026	17552 Accounts Payable	FREMONT FORD		339.12
	Invoice	Date	Description	Check Sort Code	Amount
	250884	07/22/2026	SHOCK ABSORBER		339.12
Check	07/30/2026	17553 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		2,091.49
	Invoice	Date	Description	Check Sort Code	Amount
	E 240230	07/09/2026	MEL NUNES SPRINKLER REPAIR/REPLACEMENT 07/09/26		2,091.49
Check	07/30/2026	17554 Accounts Payable	ROBERTO GARCIA-ACOSTA		246.11
	Invoice	Date	Description	Check Sort Code	Amount
	061126EXP	07/23/2026	CSMFO CIP WEBINAR 07/22-07/23/26		200.00
	070926EXP	07/23/2026	CSMFO MEETING 07/09/26		46.11
Check	07/30/2026	17555 Accounts Payable	GHD INC.		7,151.70
	Invoice	Date	Description	Check Sort Code	Amount
	380-0094229	07/02/2026	SPEED LIMIT & TRAFFIC STUDY PROFESSIONAL SERVICES THRU 06/30/26		7,151.70

Check	07/30/2026	17556	Accounts Payable	GRAINGER	37.30

Invoice	Date	Description	Check Sort Code	Amount
9978884097	07/08/2026	GASKET REPLACEMENT		37.30

Check	07/30/2026	17557	Accounts Payable	HELIX ENVIRONMENTAL PLANNING, INC.	4,391.25

Invoice	Date	Description	Check Sort Code	Amount
134192	05/31/2026	TO #5 - ENVRMTL CONSULT CEDAR COURT PRJCT - SVCS THRU 5/24/26		1,567.50
134754	07/05/2026	TO #5 - ENVRMTL CONSULT CEDAR COURT PRJCT - SVCS THRU 6/28/26		2,823.75

Check	07/30/2026	17558	Accounts Payable	STUDIO J PHOTOGRAPHY	2,425.00

Invoice	Date	Description	Check Sort Code	Amount
10442	06/30/2026	NEWARK 2026 STATE OF THE CITY VIDEO		2,425.00

Check	07/30/2026	17559	Accounts Payable	HOME DEPOT CREDIT SERVICES	4,670.45

Invoice	Date	Description	Check Sort Code	Amount
JUL26	07/13/2026	HOME DEPOT CC PURCHASE 06/12-07/08/26		4,670.45

Check	07/30/2026	17560	Accounts Payable	ICS INTEGRATED COMMUNICATION SYSTEMS	6,771.00

Invoice	Date	Description	Check Sort Code	Amount
2613111-1	01/22/2026	NEWARK RESOURCE CENTER AV INSTALLATION - PROJECT 26-13-111 01/26		6,771.00

Check	07/30/2026	17561	Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	204.80

Invoice	Date	Description	Check Sort Code	Amount
906297599	07/15/2026	AGREEMENT 717-8255790-002 - JULY '26		204.80

Check	07/30/2026	17562	Accounts Payable	HERITAGE POOL SUPPLY GROUP, INC	3,089.55

Invoice	Date	Description	Check Sort Code	Amount
310406	06/09/2026	LATERALS ASSOCIATED WITH SERVICE INVOICE 345372 06/10-06/12/26		3,089.55

Check	07/30/2026	17563	Accounts Payable	MACK5	154,552.36

Invoice	Date	Description	Check Sort Code	Amount
6634	06/30/2026	PRELIM PLANNING FIRE STATIONS 27 & 29 RPLCMNT PRJ 04/01-06/30/26		154,552.36

Check	07/30/2026	17564	Accounts Payable	BRICK TECH	1,263.00

Invoice	Date	Description	Check Sort Code	Amount
0615-06182026	06/30/2026	BRICK TECH SUMMER CAMP 06/15-06/18/26		1,263.00

Check	07/30/2026	17565	Accounts Payable	MFCP INC	336.05

Invoice	Date	Description	Check Sort Code	Amount
9863528	07/10/2026	PARKER SPIRAL GUARD		271.49
9861425	07/08/2026	TUBES		64.56

Check	07/30/2026	17566	Accounts Payable	MAD SCIENCE OF THE BAY AREA	1,998.00

Invoice	Date	Description	Check Sort Code	Amount
0622-06262026	06/30/2026	MAD SCIENCE CAMP CLASSES 06/22-06/26/26		1,998.00

Check	07/30/2026	17567	Accounts Payable	NEWARK UNIFIED SCHOOL DISTRICT	26,390.92

Invoice	Date	Description	Check Sort Code	Amount
INV26-00119	06/30/2026	MACGREGOR PARK WATER 03/01-06/30/26		26,390.92

Check	07/30/2026	17568	Accounts Payable	NHA ADVISORS, LLC	1,720.00

	Invoice	Date	Description	Check Sort Code	Amount
	02078	07/10/2026	PENSION CONSULTING 07/01/25-06/30/26		1,720.00
Check	07/30/2026	17569 Accounts Payable	CESAR NUCUM		60.00
	Invoice	Date	Description	Check Sort Code	Amount
	0706	06/30/2026	TRANSLATION TO TAGALOG 06/11/26		60.00
Check	07/30/2026	17570 Accounts Payable	O'REILLY AUTO PARTS		334.45
	Invoice	Date	Description	Check Sort Code	Amount
	3464-194839	07/23/2026	OE MIRROR		334.45
Check	07/30/2026	17571 Accounts Payable	OTIS ELEVATOR COMPANY		1,609.00
	Invoice	Date	Description	Check Sort Code	Amount
	SJ25205001	06/17/2026	ELEVATOR SERVICE-CIVIC CENTER 06/11/26		1,609.00
Check	07/30/2026	17572 Accounts Payable	PET BENEFIT SOLUTION		60.50
	Invoice	Date	Description	Check Sort Code	Amount
	259649	07/23/2026	TOTAL PET PLAN - JULY 2026 PREMIUMS		60.50
Check	07/30/2026	17573 Accounts Payable	PHAN'S SMOG STATION		80.00
	Invoice	Date	Description	Check Sort Code	Amount
	076524	07/20/2026	HEAVY DUTY SMOG VEH #192 07/20/26		80.00
Check	07/30/2026	17574 Accounts Payable	PLAN JPA		2,158,059.30
	Invoice	Date	Description	Check Sort Code	Amount
	PLAN-0644	07/01/2026	FY 26/27 GENERAL LIABILITY AND PROPERTY MEMBER CONTRIBUTIONS		2,158,059.30
Check	07/30/2026	17575 Accounts Payable	REVENUE & COST SPECIALIST, LLC		15,800.00
	Invoice	Date	Description	Check Sort Code	Amount
	G004	05/11/2026	PROFESSIONAL SERVICES FOR DEVELOPMENT IMPACT FEE STUDY | 2 OF 5		7,900.00
	G005	05/11/2026	PROFESSIONAL SERVICES FOR DEVELOPMENT IMPACT FEE STUDY | 3 OF 5		7,900.00
Check	07/30/2026	17576 Accounts Payable	SFPUC		4,735.80
	Invoice	Date	Description	Check Sort Code	Amount
	86730	06/23/2026	SFPUC RENT WATER AC#3642 07/01-07/03/26		1,133.24
	86767	06/23/2026	SFPUC RENT WATER AC#2866 07/01-07/03/26		3,602.56
Check	07/30/2026	17577 Accounts Payable	SIRCHIE ACQUISITION COMPANY, LLC		210.83
	Invoice	Date	Description	Check Sort Code	Amount
	0747497-IN	07/20/2026	EVIDENCE SUPPLIES		210.83
Check	07/30/2026	17578 Accounts Payable	ST. FRANCIS ELECTRIC, LLC		6,625.00
	Invoice	Date	Description	Check Sort Code	Amount
	24054532	06/30/2026	TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE - 06/30/26		6,625.00
Check	07/30/2026	17579 Accounts Payable	TEMPERATURE TECHNOLOGY INC.		2,579.26
	Invoice	Date	Description	Check Sort Code	Amount
	I4826	07/08/2026	FS28 CONDENSER REPLACEMENT 07/07/26		2,579.26
Check	07/30/2026	17580 Accounts Payable	TREASURER OF ALAMEDA COUNTY		5,665.00
	Invoice	Date	Description	Check Sort Code	Amount

	JUNE 2026		07/14/2026	BOOKING FEES JUNE 2026		5,665.00
Check	07/30/2026	17581	Accounts Payable	UNDERGROUND SERVICE ALERT OF NORTHERN CA & NV		2,069.66
	Invoice		Date	Description	Check Sort Code	Amount
	122155USB26		07/23/2026	CA STATE REGULATORY FEE (USA ALERTS) FY27		2,069.66
Check	07/30/2026	17582	Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO		181,535.71
	Invoice		Date	Description	Check Sort Code	Amount
	543837		02/27/2026	JANITORIAL SERVICES - LIBRARY FEBRUARY 2026		4,680.85
	2026-0301		03/31/2026	JANITORIAL SERVICES - CITYWIDE MARCH 2026		38,378.66
	2026-0401		04/30/2026	JANITORIAL SERVICES - CITYWIDE APRIL 2026		38,378.66
	545634		04/30/2026	JANITORIAL SERVICES - LIBRARY APRIL 2026		6,165.89
	546226		04/30/2026	JANITORIAL SERVICES - LIBRARY CARPETS 04/20-04/21/26		2,318.55
	546371		04/30/2026	JANITORIAL SERVICES - FS31, FS32, FS33 04/27-04/29/26		1,674.00
	546372		04/30/2026	JANITORIAL SERVICES - SILLIMAN GYM WALLS 04/27/26		268.00
	546532		05/30/2026	JANITORIAL SERVICES - LIBRARY MAY 2026		6,165.89
	2026-0501		05/30/2026	JANITORIAL SERVICES - CITYWIDE MAY 2026		38,378.66
	547488		06/30/2026	JANITORIAL SERVICES - LIBRARY JUNE 2026		6,165.89
	548066		06/30/2026	JANITORIAL SERVICES - ASH STREET SUMMER PROGRAM JUNE 2026		432.00
	2026-0601		07/27/2026	JANITORIAL SERVICES - CITYWIDE JUNE 2026		38,528.66
Check	07/30/2026	17583	Accounts Payable	BOSCO OIL INC DBA VALLEY OIL		7,027.60
	Invoice		Date	Description	Check Sort Code	Amount
	256870		07/14/2026	DIESEL FUEL 07/14/26		2,762.13
	687125		07/14/2026	GASOLINE FUEL 07/14/26		4,265.47
Check	07/30/2026	17584	Accounts Payable	ALEJANDRO VELAZQUEZ		102.10
	Invoice		Date	Description	Check Sort Code	Amount
	072326EXP		07/23/2026	DMV CLASS A FEES 07/23/26		102.10
Check	07/30/2026	17585	Accounts Payable	VERDE DESIGN INC		6,100.00
	Invoice		Date	Description	Check Sort Code	Amount
	1-2519000		07/15/2026	NEWARK COMM PARK PLAYGROUND SRVCS 05/26-06/30/26		6,100.00
Check	07/30/2026	17586	Accounts Payable	VSS INTERNATIONAL, INC.		362,686.79
	Invoice		Date	Description	Check Sort Code	Amount
	20020906		05/31/2026	25-080 CA NEWARK 2025 STREET SLURRY SEAL PROG CIPA10006 05/31/26		362,686.79
Check	07/30/2026	17587	Accounts Payable	WASHINGTON HEALTH		175.00
	Invoice		Date	Description	Check Sort Code	Amount
	0626-NPD-LB		07/06/2026	LAB TEST JUNE 2026		175.00
Check	07/30/2026	17588	Accounts Payable	DAILY JOURNAL CORPORATION		238.75
	Invoice		Date	Description	Check Sort Code	Amount
	B4058149		07/07/2026	CC PH NOTICE - FEAR OVERLOAD HRG NOTICE OF HEARING 07/07/26		90.00
	B4058467		07/07/2026	CC PH NOTICE - MFS UPDATE HRG NOTICE OF HEARING 07/07/26		46.25
	B4058541		07/07/2026	CC PH NOTICE - BRH HRG NOTICE OF HEARING 07/07/26		102.50
Check	07/30/2026	17589	Accounts Payable	BUDDING DREAMS LLC		3,694.00

	Invoice	Date	Description	Check Sort Code	Amount
	RCS2026_003	07/07/2026	JOSE MENDIOLA RENTAL ASSIST 6453 BAINE AVENUE #E		3,694.00
Check	07/30/2026	17590 Accounts Payable	MUTHANGI , BHAVNA		44.00
	Invoice	Date	Description	Check Sort Code	Amount
	783543	07/27/2026	NO LONGER WANTS TO DO SWIM LESSONS. CHECK WILL BE SENT TO MOTHER		44.00
EFT	07/30/2026	2127 Accounts Payable	GOOD CITY COMPANY	322271627 / 925368216	54,890.00
	Invoice	Date	Description	Check Sort Code	Amount
	4725	05/11/2026	GENERAL PLANNING SERVICES - SVCS 04/01 - 04/30/26		22,445.00
	4767	06/10/2026	GENERAL PLANNING SERVICES - SVCS 05/01 - 05/31/26		16,765.00
	4825	07/10/2026	GENERAL PLANNING SERVICES - SVCS 06/01 - 06/30/26		15,680.00
EFT	07/30/2026	2128 Accounts Payable	HALEY & ALDRICH, INC (ACH)	011301798 / 601014525	42,312.12
	Invoice	Date	Description	Check Sort Code	Amount
	9072850	07/06/2026	UST REMOVAL AT SVC THROUGH 06/30/26		416.25
	9072855	07/06/2026	MAINTENANCE DEPARTMENT ASSISTANCE THROUGH 06/30/26		540.00
	9072856	07/06/2026	STAFF AUGMENTATION SERVICES THROUGH 06/30/26		29,993.75
	9072851	07/06/2026	SVC ROOF REPLACEMENT SVC THROUGH 06/30/26		4,261.75
	9072852	07/06/2026	SILLIMAN CTR ROOF THROUGH 06/30/26		5,434.62
	9072853	07/06/2026	OLD TOWN IMPROVEMENTS THROUGH 06/30/26		529.50
	9072854	07/06/2026	NEWARK THORNTON AVE REHAB PHASE 2 THROUGH 06/30/26		1,136.25
EFT	07/30/2026	2129 Accounts Payable	REDWOOD PUBLIC LAW, LLP	122105980 / 8595354209	50,911.33
	Invoice	Date	Description	Check Sort Code	Amount
	21219	06/30/2026	LEGAL SERVICES RENDERED THROUGH 06/30/26		4,582.70
	21221	06/30/2026	LEGAL SERVICES RENDERED THROUGH 06/30/26		3,395.00
	21226	06/30/2026	LEGAL SERVICES RENDERED THROUGH 06/30/26		20,012.00
	21227	06/30/2026	LEGAL SERVICES RENDERED THROUGH 06/30/26		203.50
	21231	06/30/2026	LEGAL SERVICES RENDERED THROUGH 06/30/26		8,763.38
	21233	06/30/2026	LEGAL SERVICES RENDERED THROUGH 06/30/26		7,350.00
	21234	06/30/2026	LEGAL SERVICES RENDERED THROUGH 06/30/26		490.00
	21235	06/30/2026	LEGAL SERVICES RENDERED THROUGH 06/30/26		384.75
	20654	05/31/2026	LEGAL SVCS - FMC WILLOW GRAND PARK - SVCS THRU 5/31/26		5,070.00
	21622	06/30/2026	LEGAL SVCS - FMC WILLOW PROJECT - SVCS THRU 6/30/26		660.00
EFT	07/30/2026	2130 Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510	46,151.43
	Invoice	Date	Description	Check Sort Code	Amount
	CC20260716134151	07/17/2026	PERMANENT DISABILITY ADVANCES PER AME FINDINGS 07/16/26		46,151.43
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 69		$4,819,566.61

Checks:	65	$4,625,301.73
EFTs:	4	$194,264.88

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 08/06/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	08/06/2026	17591	Accounts Payable	ADAMSON POLICE PRODUCTS		2,276.22
	Invoice	Date	Description		Check Sort Code	Amount
	INV454669	07/15/2026	UNIFORM AND ACCESSORIES - C.VOUNG			1,190.11
	INV454671	07/15/2026	UNIFORM AND ACCESSORIES - C.BIRKELAND			1,086.11
Check	08/06/2026	17592	Accounts Payable	ANKAR CYCLES, INC DBA OAKLAND HARLEY-DAVIDSON		5,554.35
	Invoice	Date	Description		Check Sort Code	Amount
	1137089	07/21/2026	M26 MOTORCYCLE SERVICE 07/17/26			1,423.67
	1137415	07/24/2026	M27 MOTORCYCLE SERVICE 07/23/23			4,130.68
Check	08/06/2026	17593	Accounts Payable	AXIS FORENSIC TOXICOLOGY		235.00
	Invoice	Date	Description		Check Sort Code	Amount
	3013279	07/11/2026	LAB TESTS 07/07, 07/10/26			235.00
Check	08/06/2026	17594	Accounts Payable	OSCAR CARRILLO		447.66
	Invoice	Date	Description		Check Sort Code	Amount
	0701-070626EXP	07/27/2026	SOUND METER EQUIPMENT FOR CODE ENFORCEMENT			447.66
Check	08/06/2026	17595	Accounts Payable	CENTER FOR ADVANCED PREPAREDNESS AND		225.00
	Invoice	Date	Description		Check Sort Code	Amount
	140	07/17/2026	ICS ROLES GAME (EMERGENCY MANAGEMENT)			225.00
Check	08/06/2026	17596	Accounts Payable	CYRACOM INTERNATIONAL, INC		303.60
	Invoice	Date	Description		Check Sort Code	Amount
	SUMINV0833140626	06/30/2026	LANGUAGE TRANSLATION SERVICES - JUN '26			303.60
Check	08/06/2026	17597	Accounts Payable	DKG CONSULTANTS, LLC		1,406.25
	Invoice	Date	Description		Check Sort Code	Amount
	2026-22	06/30/2026	FY26 COACHING SERVICES | 03/11-05/01/26			1,406.25
Check	08/06/2026	17598	Accounts Payable	DUDEK		6,726.25
	Invoice	Date	Description		Check Sort Code	Amount
	202606850	07/16/2026	DEV OF URBAN FOREST MANAGEMENT PLAN CIP1403 05/23-06/26/26			6,726.25
Check	08/06/2026	17599	Accounts Payable	EWING IRRIGATION PRODUCTS INC.		6,298.62
	Invoice	Date	Description		Check Sort Code	Amount

	31116656	07/14/2026	CARSON, TEFLON, GATOR, COUPLINGS-POS		442.45
	31116685	07/14/2026	GRISWOLD SUPPLIES-POS		3,213.15
	31284312	07/27/2026	IRRIGATION REPAIR PARTS-POS		1,436.15
	31301143	07/28/2026	COUPLINGS, ELL. BUSHINGS AND HUNTER BOX		1,206.87
Check	08/06/2026	17600 Accounts Payable	FEHR & PEERS		21,807.89
	Invoice	Date	Description	Check Sort Code	Amount
	196572	06/12/2026	TASK ORDER #2 - TRUCK REROUTING STUDY 4/25-5/29/26		11,546.76
	197655	07/13/2026	TASK ORDER #2 - TRUCK REROUTING STUDY 5/30-6/26/26		10,261.13
Check	08/06/2026	17601 Accounts Payable	FLOCK GROUP INC		60,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV-98326	06/30/2026	COMM SAFETY CAMERAS W/ AUTO LIC PL RENEWAL YR2 07/01/26-06/30/27		60,000.00
Check	08/06/2026	17602 Accounts Payable	FOLGERGRAPHICS, INC		600.27
	Invoice	Date	Description	Check Sort Code	Amount
	148063	07/16/2026	PROCLAMATION PAPER		600.27
Check	08/06/2026	17603 Accounts Payable	FRANK BONETTI PLUMBING INC		2,548.00
	Invoice	Date	Description	Check Sort Code	Amount
	54032	06/22/2026	SECOND CHANCE CAMERA SEWER LINE 02/12/26		2,548.00
Check	08/06/2026	17604 Accounts Payable	KARL FREDSTROM		278.68
	Invoice	Date	Description	Check Sort Code	Amount
	073026EXP	07/30/2026	HOLY GHOST PARADE FOOD		278.68
Check	08/06/2026	17605 Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT		590.00
	Invoice	Date	Description	Check Sort Code	Amount
	468737	07/22/2026	CATALYTIC CONVERTER SERVICE 07/22/26		295.00
	468395	07/15/2026	CATALYTIC CONVERTER SERVICE 07/15/26		295.00
Check	08/06/2026	17606 Accounts Payable	FRONTIER BUILDING PRODUCTS PACIFIC, INC		3,662.00
	Invoice	Date	Description	Check Sort Code	Amount
	4-17-1211819	04/17/2026	SECTIONAL DOOR REPLACEMENT SPRINGS AND SHAFT 12/09/25-04/17/26		3,662.00
Check	08/06/2026	17607 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		14,240.00
	Invoice	Date	Description	Check Sort Code	Amount
	E 240192	06/30/2026	WEED ABATEMENT 06/30/26		14,240.00
Check	08/06/2026	17608 Accounts Payable	GRAINGER		1,203.88
	Invoice	Date	Description	Check Sort Code	Amount
	9002925213	07/13/2026	BLDG FUSE		245.47
	9004849619	07/14/2026	UTILITY SINK		808.74
	9006188974	07/15/2026	WALL PLATE, LINEAR LED, LEVERWIRE CONNECTOR		149.67
Check	08/06/2026	17609 Accounts Payable	TERRENCE GRINDALL		1,325.99
	Invoice	Date	Description	Check Sort Code	Amount
	0518-052026EXP	06/30/2026	EXPENSE REIMBURSEMENT FOR ICSC CONFERENCE 05/18-05/20/26		1,325.99

Check	08/06/2026	17610	Accounts Payable	REBECCA HICKS	105.88

Invoice	Date	Description	Check Sort Code	Amount
072226EXP	07/30/2026	EXPENSE REIMBURSEMENT FOR ASH ST SUPPLIES 7/22/26		105.88

Check	08/06/2026	17611	Accounts Payable	JOINT VENTURE SILICON VALLEY	7,560.00

Invoice	Date	Description	Check Sort Code	Amount
03032115COSNEWAR	07/31/2026	JVSV FY 26-27 CO-STAR REAL ESTATE SERVICE		7,560.00

Check	08/06/2026	17612	Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	3,487.87

Invoice	Date	Description	Check Sort Code	Amount
55Y1614642	07/17/2026	COPIER LEASE YEAR 5 OF 5 - OVERAGES 06/21-07/20/26		3,487.87

Check	08/06/2026	17613	Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	4,532.97

Invoice	Date	Description	Check Sort Code	Amount
906315657	07/25/2026	AGREEMENT 717-8255790-001 - JULY '26		4,342.59
906315658	07/25/2026	AGREEMENT 717-8255790-003 - JULY '26		190.38

Check	08/06/2026	17614	Accounts Payable	KNORR SYSTEMS INC	5,392.71

Invoice	Date	Description	Check Sort Code	Amount
314790	07/16/2026	SILLIMAN POOL MANAGEMENT 07/15/26		4,444.21
314969	07/17/2026	TROUBLESHOOT WHISPERFLOW PUMP LEAK 07/06/26		948.50

Check	08/06/2026	17615	Accounts Payable	LAWCX	422,926.00

Invoice	Date	Description	Check Sort Code	Amount
LAWCX-0052-2027	06/26/2026	FY 26/27 EXCESS WORKERS COMPENSATION PREMIUM		422,926.00

Check	08/06/2026	17616	Accounts Payable	LC ACTION POLICE SUPPLY LTD	72,999.96

Invoice	Date	Description	Check Sort Code	Amount
488229	05/20/2026	AERO PRECISION RIFLES AND SIPPLEMENTAL EQUIPMENT		72,999.96

Check	08/06/2026	17617	Accounts Payable	KRYSTEN LEE	5,064.65

Invoice	Date	Description	Check Sort Code	Amount
0223-022726EXP	06/30/2026	2026 CSMFO ANNUAL CONFERENCE 02/23-02/27/25		2,362.56
0407-041226EXP	06/30/2026	TYLER CONNECT 04/07-04/12/26		2,702.09

Check	08/06/2026	17618	Accounts Payable	LIVERMORE TOYOTA	162.80

Invoice	Date	Description	Check Sort Code	Amount
449449-1	07/11/2026	CAP ASSY OIL FILTER & WRENCH		162.80

Check	08/06/2026	17619	Accounts Payable	LOOMIS	342.37

Invoice	Date	Description	Check Sort Code	Amount
14042728	07/31/2026	ARMORED CAR SERVICE - 07/26		342.37

Check	08/06/2026	17620	Accounts Payable	LYNX TECHNOLOGIES INC	3,600.00

Invoice	Date	Description	Check Sort Code	Amount
10632	06/25/2026	GIS PROFESSIONAL SERVICES APRIL 2026		3,600.00

Check	08/06/2026	17621	Accounts Payable	MUNICIPAL MAINTENANCE EQUIPMENT INC	545.96

Invoice	Date	Description	Check Sort Code	Amount
051517	07/15/2026	CYLINDER		545.96

Check	08/06/2026	17622	Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY	200.00

	Invoice	Date	Description	Check Sort Code	Amount
	11102120	07/30/2026	FY 26/27 COBRA ADMINISTRATION FEES - 07/01/26 TO 07/31/26		200.00
Check	08/06/2026	17623 Accounts Payable	NETFILE, INC.		8,100.00
	Invoice	Date	Description	Check Sort Code	Amount
	11062	06/16/2026	ANNUAL SUBSCRIPTION 7/1/26-6/30/27		8,100.00
Check	08/06/2026	17624 Accounts Payable	ORIGINAL WATERMEN, INC		1,145.09
	Invoice	Date	Description	Check Sort Code	Amount
	510240	07/27/2026	RASHGUARDS FOR JUNIOR LIFEGUARDS		1,145.09
Check	08/06/2026	17625 Accounts Payable	OWEN EQUIPMENT CO		485.64
	Invoice	Date	Description	Check Sort Code	Amount
	00072359	07/13/2026	FILTER ELEMENT		485.64
Check	08/06/2026	17626 Accounts Payable	AT&T		5,936.47
	Invoice	Date	Description	Check Sort Code	Amount
	000025471491	07/01/2026	BAN 9391056598 - 06/01-06/30/26		879.61
	000025477296	07/01/2026	BAN 9391083983 - 06/01-06/30/26		5,056.86
Check	08/06/2026	17627 Accounts Payable	PACIFIC GAS & ELECTRIC		3,270.39
	Invoice	Date	Description	Check Sort Code	Amount
	7460-071426	07/14/2026	ANNUAL ELECTRICITY STREET/TRAFFIC LIGHTS 5/23-6/26/26		3,270.39
Check	08/06/2026	17628 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS		2,788.00
	Invoice	Date	Description	Check Sort Code	Amount
	052026101	06/17/2026	PARKING CITATION PROGRAM MAY 2026		1,442.35
	062026101	07/20/2026	PARKING CITATION PROGRAM JUNE 2026		1,345.65
Check	08/06/2026	17629 Accounts Payable	SCHINDLER ELEVATOR CORPORATION		2,629.29
	Invoice	Date	Description	Check Sort Code	Amount
	4607421993	04/01/2026	FIRE STATION #1 QUARTERLY BILLING 04/01-06/30/26		2,629.29
Check	08/06/2026	17630 Accounts Payable	STAPLES		603.55
	Invoice	Date	Description	Check Sort Code	Amount
	7010599263	07/15/2026	OFFICE SUPPLIES 06/30-07/10/26		603.55
Check	08/06/2026	17631 Accounts Payable	T-MOBILE USA, INC		50.00
	Invoice	Date	Description	Check Sort Code	Amount
	L2607250066	07/25/2026	CALL DETAIL - SEARCH WARRANT - 26-02072 06/24-06/26/26		50.00
Check	08/06/2026	17632 Accounts Payable	TEMPERATURE TECHNOLOGY INC.		8,941.00
	Invoice	Date	Description	Check Sort Code	Amount
	I4846	07/14/2026	SILLIMAN AC SERVICE 07/13/26		1,801.31
	I4792	07/01/2026	PD AC SERVICE 06/16/26		912.44
	I4769	07/01/2026	TROUBLESHOOT FAN 07/01/26		6,227.25
Check	08/06/2026	17633 Accounts Payable	TIREHUB, LLC		1,586.72
	Invoice	Date	Description	Check Sort Code	Amount
	58311022	04/28/2026	TIRES - GY ASSURANCE		183.37
	58278924	04/27/2026	TIRES - GY ASSURANCE		550.10

	58671544		05/14/2026	TIRES-GY EAGLE ENFORCER AW			853.25
Check	08/06/2026	17634	Accounts Payable	UNION PACIFIC RAILROAD COMPANY			2,759.96
	Invoice		Date	Description		Check Sort Code	Amount
	90163876		06/10/2026	QUIET ZONE PRJ 1276- NEWARK-NILES/COAST SUBS 05/26			2,759.96
Check	08/06/2026	17635	Accounts Payable	URBAN LAND INSTITUTE			5,000.00
	Invoice		Date	Description		Check Sort Code	Amount
	6436149		05/18/2026	NEWARK 2026 TAP REPORT - FINAL INVOICE			5,000.00
Check	08/06/2026	17636	Accounts Payable	VERIZON WIRELESS			16,038.21
	Invoice		Date	Description		Check Sort Code	Amount
	6148904158		07/18/2026	WIRELESS SERVICE 06/19-07/18/26			16,038.21
Check	08/06/2026	17637	Accounts Payable	WEX BANK			5,424.66
	Invoice		Date	Description		Check Sort Code	Amount
	112427403		05/06/2026	CHEVRON CC 05/06/26			5,424.66
Check	08/06/2026	17638	Accounts Payable	DAILY JOURNAL CORPORATION			57.50
	Invoice		Date	Description		Check Sort Code	Amount
	B4051634		07/17/2026	NOTICE OF ELECTION PUBLISHED 07/07/26			57.50
Check	08/06/2026	17639	Accounts Payable	JERRALD YANG			24.00
	Invoice		Date	Description		Check Sort Code	Amount
	060426EXP		06/30/2026	ACTC MEETING PARKING 06/04/26			24.00
Check	08/06/2026	17640	Accounts Payable	ORION SECURITY			1,299.60
	Invoice		Date	Description		Check Sort Code	Amount
	137541		07/25/2026	UNARMED, UNIFORMED SECURITY GUARD 07/20/26-07/23/26			1,299.60
Check	08/06/2026	17641	Accounts Payable	CORAL , JUAN			1,000.00
	Invoice		Date	Description		Check Sort Code	Amount
	2027-00000059		07/28/2026	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND			1,000.00
Check	08/06/2026	17642	Accounts Payable	GILLIAMS , ASHLEY			500.00
	Invoice		Date	Description		Check Sort Code	Amount
	785036		08/03/2026	8/2/2026 RENTAL DEPOSIT			500.00
Check	08/06/2026	17643	Accounts Payable	MACHADO , MICHELLE			4,560.00
	Invoice		Date	Description		Check Sort Code	Amount
	2024-3172		07/29/2026	ENCP2024-0077 RFND			4,560.00
EFT	08/06/2026	2132	Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484		1,000.00
	Invoice		Date	Description		Check Sort Code	Amount
	4857 - JULY 26		07/16/2026	POSTAGE - JUL '26			1,000.00

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 54 $729,850.91

Checks:	53	$728,850.91
EFTs:	1	$1,000.00

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 08/13/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	08/13/2026	17644	Accounts Payable	34TH STREET INC.		1,250.00
	Invoice	Date	Description		Check Sort Code	Amount
	2025-251	11/21/2025	CONFLICT RESOLUTION SERVICES 09/18/25			1,250.00
Check	08/13/2026	17645	Accounts Payable	AFLAC		1,034.46
	Invoice	Date	Description		Check Sort Code	Amount
	518210	08/05/2026	AFLAC - JULY 2026 PREMIUMS			1,034.46
Check	08/13/2026	17646	Accounts Payable	ALAMEDA COUNTY TRANSPORTATION COMMISSION		29,012.00
	Invoice	Date	Description		Check Sort Code	Amount
	1474	07/01/2026	FY26-27 MEMBER AGENCY FEES			29,012.00
Check	08/13/2026	17647	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,834.73
	Invoice	Date	Description		Check Sort Code	Amount
	2025-26-265	04/17/2026	FIRE TRUCK 252 SERVICE 02/11/26			1,834.73
Check	08/13/2026	17648	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		868,508.12
	Invoice	Date	Description		Check Sort Code	Amount
	2025-26-303	07/21/2026	CONTRACT FIRE SERVICES - 06/26			868,508.12
Check	08/13/2026	17649	Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		324.00
	Invoice	Date	Description		Check Sort Code	Amount
	10868	08/07/2026	EVOC TRAINING -07/31/26-KAPU			324.00
Check	08/13/2026	17650	Accounts Payable	ACCOPSA		750.00
	Invoice	Date	Description		Check Sort Code	Amount
	2026-20	08/04/2026	MEMBERSHIP DUES FY26/27-CHIEF ARGUELLO			750.00
Check	08/13/2026	17651	Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		150,620.95
	Invoice	Date	Description		Check Sort Code	Amount
	0424-070226	06/25/2026	ACWD CITYWIDE WATER 04/24-07/02/26			150,620.95
Check	08/13/2026	17652	Accounts Payable	AIS TRUST ACCOUNT NEWPORT		17,944.03
	Invoice	Date	Description		Check Sort Code	Amount
	3620031	07/13/2026	CYBER INSURANCE COVERAGE 07/01/26-07/01/27			17,944.03
Check	08/13/2026	17653	Accounts Payable	ALPINE AWARDS ACCOUNTING		706.86
	Invoice	Date	Description		Check Sort Code	Amount

	6116893	07/20/2026	APPAREL EMB			641.24
	6116941	07/21/2026	SUPPLIED APPAREL-EMB			65.62
Check	08/13/2026	17654 Accounts Payable	AXON ENTERPRISE, INC			255,486.55
	Invoice	Date	Description		Check Sort Code	Amount
	INUS446132	05/15/2026	OFFICER SAFETY PLAN (OSP) 10 - BWC, TASER, & EVIDENCE.COM 06/26			255,486.55
Check	08/13/2026	17655 Accounts Payable	BAY AREA TEMPORARY SANITATION, INC.			3,048.81
	Invoice	Date	Description		Check Sort Code	Amount
	123653	06/30/2026	PORTABLE RESTROOMS FOR GROOVIN @ THE GROVE 06/24-06/30/26			2,639.03
	121585	03/18/2026	WASHING STATIONS 03/06/26			110.75
	122102	04/09/2026	PORTABLE RESTROOM 04/06/26			299.03
Check	08/13/2026	17656 Accounts Payable	BAY CENTRAL PRINTING			204.99
	Invoice	Date	Description		Check Sort Code	Amount
	206755	07/22/2026	BUSINESS CARD IMPRINTING - D. WINN & D. BELICK			204.99
Check	08/13/2026	17657 Accounts Payable	BLUE TO GOLD LLC			250.00
	Invoice	Date	Description		Check Sort Code	Amount
	B2G-SRC-196504	04/20/2026	ADVANCED SEARCH & ADVANCED TRAFFIC STOPS-SHAFFER 04/14-04/15/26			250.00
Check	08/13/2026	17658 Accounts Payable	BPR CONSULTING GROUP, INC			2,752.95
	Invoice	Date	Description		Check Sort Code	Amount
	4490	07/07/2026	BI PLAN REVIEW SERVICES JUNE 2026			2,752.95
Check	08/13/2026	17659 Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.			1,025.05
	Invoice	Date	Description		Check Sort Code	Amount
	26034516	07/01/2026	BI PLAN REVIEW SERVICES (BLD2026-0215) 06/26			1,025.05
Check	08/13/2026	17660 Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE			5,637.31
	Invoice	Date	Description		Check Sort Code	Amount
	260628	06/30/2026	TRAFFIC SIGNAL CALLS 06/26			2,956.60
	260629	06/30/2026	OUTAGES REPAIRS - STREET LIGHTING 6/30/26			180.00
	260560	05/31/2026	TRAFFIC SIGNAL CALLS 05/26			2,134.69
	260561	05/31/2026	OUTAGES REPAIRS - STREET LIGHTING 04/30/26			366.02
Check	08/13/2026	17661 Accounts Payable	STATE DISBURSEMENT UNIT			384.00
	Invoice	Date	Description		Check Sort Code	Amount
	PPE 8.1.26	08/05/2026	GARNISH - 7/19/26-8/1/26 - CASE 200000002128365			384.00
Check	08/13/2026	17662 Accounts Payable	BEACON VETERINARY SPECIALISTS			562.20
	Invoice	Date	Description		Check Sort Code	Amount
	257451	06/26/2026	VET SVCS 06/26/26			281.10
	256596	06/21/2026	VET SVCS 06/21/26			281.10
Check	08/13/2026	17663 Accounts Payable	CITY OF UNION CITY			10,512.59
	Invoice	Date	Description		Check Sort Code	Amount
	20260017	06/30/2026	50% ESC SALARY FY26 TRUE UP BILLING			10,230.41
	20260003	06/30/2026	50% ESC EXPENSES JUNE 2026			282.18
Check	08/13/2026	17664 Accounts Payable	COMM GEAR SUPPLY INC			796.48

	Invoice	Date	Description	Check Sort Code	Amount
	2951	07/08/2026	POLTACT V2 TACTICAL RADIO HELMET		796.48
Check	08/13/2026	17665 Accounts Payable	CSG CONSULTANTS, INC.		5,789.00
	Invoice	Date	Description	Check Sort Code	Amount
	B260942	07/01/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 06/01-06/30/26		5,789.00
Check	08/13/2026	17666 Accounts Payable	CSW I ST2		14,504.00
	Invoice	Date	Description	Check Sort Code	Amount
	2607158	06/30/2026	ON-CALL INSPECTION CONSTRUCTION MANAGEMENT SRVCS THRU 06/30/26		14,504.00
Check	08/13/2026	17667 Accounts Payable	DELTA DENTAL OF CALIFORNIA		17,721.91
	Invoice	Date	Description	Check Sort Code	Amount
	BE007140600	08/05/2026	DELTA PPO/BUY-UP - AUGUST 2026 PREMIUMS		17,721.91
Check	08/13/2026	17668 Accounts Payable	DELTA DENTAL INSURANCE COMPANY		152.28
	Invoice	Date	Description	Check Sort Code	Amount
	BE007139315	08/05/2026	DELTA CARE - AUGUST 2026 PREMIUMS		133.46
	BE007139957	08/05/2026	DELTA CARE COBRA - AUGUST 2026 PREMIUM		18.82
Check	08/13/2026	17669 Accounts Payable	DEPARTMENT OF TRANSPORTATION		1,273.76
	Invoice	Date	Description	Check Sort Code	Amount
	SL261101	07/15/2026	SHARED COSTS FOR TRAFFIC SIGNALS (APR 2026-JUN 2026)		1,273.76
Check	08/13/2026	17670 Accounts Payable	EDEN I&R INC		20,123.00
	Invoice	Date	Description	Check Sort Code	Amount
	26-164	07/31/2026	2-1-1 PHONE LINE SERVICE 07/01/25-06/30/26		20,123.00
Check	08/13/2026	17671 Accounts Payable	ENVIRONMENTAL LOGISTICS		15,000.75
	Invoice	Date	Description	Check Sort Code	Amount
	133345	07/10/2026	HAZARDOUS WASTE REMOVAL 06/17/26		15,000.75
Check	08/13/2026	17672 Accounts Payable	ETC INSTITUTE		4,187.50
	Invoice	Date	Description	Check Sort Code	Amount
	33644	06/30/2026	COMMUNITY SURVEY 2025		4,187.50
Check	08/13/2026	17673 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		485.24
	Invoice	Date	Description	Check Sort Code	Amount
	31421895	08/05/2026	IRRIGATION TRIM, MARLEX, RISERS, ADAPTORS, PVC, COUPLINGS		485.24
Check	08/13/2026	17674 Accounts Payable	CITY OF FOSTER CITY		4,078.00
	Invoice	Date	Description	Check Sort Code	Amount
	17090	07/16/2026	CALOPPS ANNUAL MEMBERSHIP FEE 07/01/26-06/30/27		4,078.00
Check	08/13/2026	17675 Accounts Payable	FRANCISCO & ASSOCIATES INC		13,950.00
	Invoice	Date	Description	Check Sort Code	Amount
	4336	07/17/2026	L & L DISTRICT NO. 21 THROUGH 07/09/26		13,950.00
Check	08/13/2026	17676 Accounts Payable	FREMONT CDJR		1,023.28
	Invoice	Date	Description	Check Sort Code	Amount

	7976	07/28/2026	RADIATOR			574.24
	7990	07/30/2026	FAN ASSY			449.04
Check	08/13/2026	17677 Accounts Payable	GEOCON CONSULTANTS, INC.			1,707.00
	Invoice	Date	Description		Check Sort Code	Amount
	226060402	07/08/2026	MATERIALS TESTING SERVICES THROUGH 6/14/2026			1,707.00
Check	08/13/2026	17678 Accounts Payable	SPECTRUM CANINE			1,300.00
	Invoice	Date	Description		Check Sort Code	Amount
	0006600	04/06/2026	CANINE MAINTENANCE MARCH 2026			1,300.00
Check	08/13/2026	17679 Accounts Payable	KNORR SYSTEMS INC			5,392.71
	Invoice	Date	Description		Check Sort Code	Amount
	314790	07/16/2026	SILLIMAN POOL MANAGEMENT 07/15/26			4,444.21
	314969	07/17/2026	TROUBLESHOOT WHISPERFLOW PUMP LEAK 07/06/26			948.50
Check	08/13/2026	17680 Accounts Payable	LEXISNEXIS RISK DATA MANAGEMENT LLC			1,124.50
	Invoice	Date	Description		Check Sort Code	Amount
	1100325053	06/30/2026	ACCURINT SEARCH TOOL JUNE 2026			1,124.50
Check	08/13/2026	17681 Accounts Payable	LIEBERT CASSIDY WHITMORE			5,575.00
	Invoice	Date	Description		Check Sort Code	Amount
	324132	06/22/2026	EMPLOYMENT RELATIONS CONSORTIUM MEMBERSHIP 07/01/26-06/30/27			5,575.00
Check	08/13/2026	17682 Accounts Payable	LYNX TECHNOLOGIES INC			825.00
	Invoice	Date	Description		Check Sort Code	Amount
	10684	07/05/2026	GIS PROFESSIONAL SERVICES JUNE 2026			825.00
Check	08/13/2026	17683 Accounts Payable	MIKE YORKS INVESTIGATIONS			4,650.00
	Invoice	Date	Description		Check Sort Code	Amount
	2026-13	08/05/2026	BACKGROUND INVESTIGATIONS 07/23-08/05/26			1,500.00
	2026-12	08/06/2026	BACKGROUND INVESTIGATIONS 07/10-08/05/26			1,575.00
	2026-10	08/06/2026	BACKGROUND INVESTIGATIONS 06/29-08/05/26			1,575.00
Check	08/13/2026	17684 Accounts Payable	MISTERSOFTEENORCAL			1,262.55
	Invoice	Date	Description		Check Sort Code	Amount
	7917	07/01/2026	SOFT SERVE ICE CREAM TRUCK FOR ASH STREET CAMP 7/15/26			747.56
	7918	07/01/2026	SOFT SERVE ICE CREAM TRUCK FOR CAMP NEWARK 7/15/26			514.99
Check	08/13/2026	17685 Accounts Payable	NICHOLS CONSULTING ENGINEERS, CHTD			9,876.25
	Invoice	Date	Description		Check Sort Code	Amount
	123055516	07/22/2026	TASK ORDER NO. 2 - THORNTON AVE. PAVEMENT REHAB 07/26			9,876.25
Check	08/13/2026	17686 Accounts Payable	KONA ICE OF CENTRAL FREMONT			723.10
	Invoice	Date	Description		Check Sort Code	Amount
	0098	07/01/2026	KONA ICE TRUCK VISIT TO CAMP NEWARK 07/07/26			723.10
Check	08/13/2026	17687 Accounts Payable	PACIFIC GAS & ELECTRIC			15,389.47
	Invoice	Date	Description		Check Sort Code	Amount
	0552-073026	07/30/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/26-07/24/26			90.33
	2305-073026	07/30/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/25-07/23/26			123.88

	4455-073026	07/30/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/26-07/24/26			113.66
	7786-072026	07/20/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/13-07/14/26			15,061.60
Check	08/13/2026	17688 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.			879.38
	Invoice	Date	Description		Check Sort Code	Amount
	4991	05/05/2026	PLAN REVIEWS-8665 CEDAR TOWNHOMES 04/01-04/30/26			879.38
Check	08/13/2026	17689 Accounts Payable	PREFERRED ALLIANCE INC			70.00
	Invoice	Date	Description		Check Sort Code	Amount
	0211942-IN	06/30/2026	NON-RANDOM DRUG TESTING - 06/26			70.00
Check	08/13/2026	17690 Accounts Payable	PUBLIC SAFETY FAMILY COUNSELING GROUP, INC.			26,250.00
	Invoice	Date	Description		Check Sort Code	Amount
	P2627-105	07/10/2026	PSYCHOLOGICAL SERVICES ANNUAL CONTRACT FY 26/27			26,250.00
Check	08/13/2026	17691 Accounts Payable	BAY AREA JUMP			1,463.00
	Invoice	Date	Description		Check Sort Code	Amount
	320633	07/24/2026	WATERSLIDE JUMPER FOR ASH STREET CAMP 07/24/26			697.00
	321785	07/24/2026	WATERSLIDE JUMPER FOR CAMP NEWARK 07/31/26			766.00
Check	08/13/2026	17692 Accounts Payable	RINGCENTRAL INC.			5,758.40
	Invoice	Date	Description		Check Sort Code	Amount
	CD_001500287	07/22/2026	UNIFIED TELEPHONE SYSTEM - 07/20-08/19/26			5,758.40
Check	08/13/2026	17693 Accounts Payable	YORK RISK SERVICE GROUP, INC. A SEDGWICK COMPANY			3,852.50
	Invoice	Date	Description		Check Sort Code	Amount
	400000303259	07/01/2026	WORKERS COMPENSATION ADMIN FEES - 07/01/26-07/31/26			3,852.50
Check	08/13/2026	17694 Accounts Payable	SING TAO DAILY			570.00
	Invoice	Date	Description		Check Sort Code	Amount
	Q11051	08/11/2026	BALLOT NOTICE AND TRANSLATION 08/19/26			570.00
Check	08/13/2026	17695 Accounts Payable	SNG & ASSOCIATES, INC.			6,051.00
	Invoice	Date	Description		Check Sort Code	Amount
	2026-NEW-0619	07/21/2026	ON-CALL CIVIL ENGINEERING PLAN REVIEW 06/26			6,051.00
Check	08/13/2026	17696 Accounts Payable	STANDARD INSURANCE COMPANY			1,933.83
	Invoice	Date	Description		Check Sort Code	Amount
	VISION AUG 2026	08/05/2026	STANDARD VISION - AUGUST 2026 PREMIUMS			1,933.83
Check	08/13/2026	17697 Accounts Payable	STANDARD INSURANCE COMPANY			1,607.37
	Invoice	Date	Description		Check Sort Code	Amount
	LTD AUGUST 2026	08/05/2026	STANDARD LTD - AUGUST 2026 PREMIUMS			1,607.37
Check	08/13/2026	17698 Accounts Payable	SUN RIDGE SYSTEMS INC			1,400.00
	Invoice	Date	Description		Check Sort Code	Amount
	RIMS-072026-0086	07/20/2026	2026 RIMSCON ANNUAL USERS CONFERENCE - PETER FONG			1,400.00
Check	08/13/2026	17699 Accounts Payable	THINK SOCIAL PUBLISHING			3,656.55

	Invoice	Date	Description	Check Sort Code	Amount
	NST-01209	08/05/2026	TRAINING FOR CHILDCARE STAFF 08/03/26		3,656.55
Check	08/13/2026	17700 Accounts Payable	TRUE NORTH COMPLIANCE SERVICES, INC.		650.00
	Invoice	Date	Description	Check Sort Code	Amount
	26-06-032	07/14/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 06/26		650.00
Check	08/13/2026	17701 Accounts Payable	TYLER TECHNOLOGIES, INC.		135,097.43
	Invoice	Date	Description	Check Sort Code	Amount
	CI100-00309408	08/01/2026	ANNUAL SAAS FEE - YEAR 2 (09/01/26-08/31/27)		135,097.43
Check	08/13/2026	17702 Accounts Payable	URBAN PLANNING PARTNERS, INC.		1,062.50
	Invoice	Date	Description	Check Sort Code	Amount
	24013-260131	02/16/2026	ADU PGRM IMPLEMENTATION - SVCS THRU 01/31/26		1,062.50
Check	08/13/2026	17703 Accounts Payable	VILLALOBOS & ASSOCIATES INC		27,022.24
	Invoice	Date	Description	Check Sort Code	Amount
	2641A	07/22/2026	CURB, GUTTER, SIDEWALK CIPA10007.FY2026 6/26		27,022.24
Check	08/13/2026	17704 Accounts Payable	GRAY-BOWEN-SCOTT		31,722.50
	Invoice	Date	Description	Check Sort Code	Amount
	23197	07/14/2026	GRANT MANAGEMENT SERVICES 06/26		31,722.50
Check	08/13/2026	17705 Accounts Payable	ORION SECURITY		1,146.18
	Invoice	Date	Description	Check Sort Code	Amount
	137774	08/01/2026	UNARMED, UNIFORMED SECURITY GUARD 07/27/26-07/30/26		1,146.18
Check	08/13/2026	17706 Accounts Payable	MARIO'S BAY FRAMES		1,039.88
	Invoice	Date	Description	Check Sort Code	Amount
	12819	08/04/2026	PRINT AND FRAME CITY OF NEWARK CITY COUNCIL MEMBER PHOTOS		1,039.88
Check	08/13/2026	17707 Accounts Payable	GARCIA , JORGE		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2026-00001815	08/05/2026	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00
Check	08/13/2026	17708 Accounts Payable	MANABE , MARISA		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	786019	08/10/2026	8/8/2026 COMMUNITY CENTER RENTAL DEPOSIT REFUND		500.00
Check	08/13/2026	17709 Accounts Payable	ROA DIAZ , STEPHANIE		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	786020	08/10/2026	8/9/2026 COMMUNITY CENTER RENTAL DEPOSIT REFUND		500.00
Check	08/13/2026	17710 Accounts Payable	TIMBER SENIOR APARTMENTS		1,787.13
	Invoice	Date	Description	Check Sort Code	Amount
	RCS2026_004	07/21/2026	NORMA SARINANA RENTAL ASSIST 37660 TIMBER ST #510		1,787.13
Check	08/13/2026	17711 Accounts Payable	UNITED SWISS SOCIETIES OF NORTHERN CALIFORNIA		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2027-00000149	08/05/2026	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00

EFT	08/13/2026	2142	Accounts Payable	ART BUILDS COMMUNITY LLC	322271627 / 521573215	5,250.00

Invoice	Date	Description	Check Sort Code	Amount
Newark52026	08/04/2026	PUBLIC ART PROJECT MANAGEMENT 07/01/26-07/31/26		5,250.00

EFT	08/13/2026	2143	Accounts Payable	REDWOOD PUBLIC LAW, LLP	122105980 / 8595354209	1,423.00

Invoice	Date	Description	Check Sort Code	Amount
21222	06/30/2026	LEGAL SVCS - FMC WILLOW GRAND PARK - SVCS THRU 6/30/26		1,423.00

EFT	08/13/2026	2144	Accounts Payable	H&M SOUND	322271627 / 956291972	29,387.50

Invoice	Date	Description	Check Sort Code	Amount
07012026	07/01/2026	GROVE CONCERT SERIES/MARIACHI FESTIVAL PROG & PRODUCTION 07/06		29,387.50

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 71	$1,790,840.77

Checks:	68	$1,754,780.27
EFTs:	3	$36,060.50

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 08/20/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	08/20/2026	17712	Accounts Payable	ABACUS PRODUCTS INC		629.90
	Invoice	Date	Description		Check Sort Code	Amount
	B84972	07/31/2026	CITY LETTERHEAD WINDOW ENVELOPES - 07/30/26			629.90
Check	08/20/2026	17713	Accounts Payable	AIRGAS USA, LLC		118.24
	Invoice	Date	Description		Check Sort Code	Amount
	5526643729	07/31/2026	CYL ACETYLENE RENTAL 07/31/26			118.24
Check	08/20/2026	17714	Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		1,944.00
	Invoice	Date	Description		Check Sort Code	Amount
	10738	06/08/2026	EVOC BASIC SKILLS-PIQUETTE 06/04/26			324.00
	10743	06/10/2026	EVOC BASIC SKILLS-HUNTER, OROZCO, LOMELI 06/15, 06/17 & 06/30/26			972.00
	10916	08/11/2026	EVOC BASIC SKILLS-MUSANTRY & S.TODD 08/11/26			648.00
Check	08/20/2026	17715	Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		3,545.23
	Invoice	Date	Description		Check Sort Code	Amount
	0530-073126	08/03/2026	ACWD HYDRANT 05/30-07/31/26			3,545.23
Check	08/20/2026	17716	Accounts Payable	ALLIED AUTO STORES INC		2,974.85
	Invoice	Date	Description		Check Sort Code	Amount
	JUL26	07/31/2026	ALLIED-FLEET SUPPLIES JULY 2026			2,974.85
Check	08/20/2026	17717	Accounts Payable	ARI INVESTIGATIONS INC.		1,714.56
	Invoice	Date	Description		Check Sort Code	Amount
	26-133.1	07/30/2026	INTERNAL AFFAIRS INVESTIGATIONS 06/30/26			1,714.56
Check	08/20/2026	17718	Accounts Payable	ASCAP		464.50
	Invoice	Date	Description		Check Sort Code	Amount
	2026FEES	06/20/2026	MUSIC LICENSE FEE - 07/01/26 - 06/30/27			464.50
Check	08/20/2026	17719	Accounts Payable	ASCENT ENVIRONMENTAL, INC.		10,425.00
	Invoice	Date	Description		Check Sort Code	Amount
	20230149.01-22	02/26/2026	CLIMATE ACTION PLAN DEVELOPMENT 01/26 - 02/26			10,425.00
Check	08/20/2026	17720	Accounts Payable	AT&T		102.50
	Invoice	Date	Description		Check Sort Code	Amount
	2300-08012026	08/01/2026	CAPTION LISTING - 08/01-08/31/2026			102.50
Check	08/20/2026	17721	Accounts Payable	BAY AREA TEMPORARY SANITATION, INC.		995.93

	Invoice	Date	Description	Check Sort Code	Amount
	122954	05/31/2026	TEMPORARY RESTROOMS FOR SOFTBALL FIELDS 05/04-06/03/26		995.93
Check	08/20/2026	17722 Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION		1,890.00
	Invoice	Date	Description	Check Sort Code	Amount
	JULY312026	07/31/2026	OFFICIATING FOR VOLLEYBALL GAMES FOR JULY '26		1,890.00
Check	08/20/2026	17723 Accounts Payable	BELKORP AG, LLC		293.11
	Invoice	Date	Description	Check Sort Code	Amount
	1225319	07/29/2026	SCREWS, SLEEVE, V-BELT, IDLER		293.11
Check	08/20/2026	17724 Accounts Payable	VIETNAM DAILY NEWS		300.00
	Invoice	Date	Description	Check Sort Code	Amount
	1208	08/12/2026	AUGUST 15 BALLOT NOTICE 08/12/26		300.00
Check	08/20/2026	17725 Accounts Payable	CLEARS, INC.		800.00
	Invoice	Date	Description	Check Sort Code	Amount
	1102-110626JB	08/13/2026	CLEARS SEMINAR 11/02-11/06/26		800.00
Check	08/20/2026	17726 Accounts Payable	UNITED PACIFIC		190.00
	Invoice	Date	Description	Check Sort Code	Amount
	070126-073126	07/31/2026	CAR WASH 07/01-07/31/26		190.00
Check	08/20/2026	17727 Accounts Payable	FREMONT CHEVROLET		267.32
	Invoice	Date	Description	Check Sort Code	Amount
	182821	08/12/2026	2020 TAHOE-GASKET, RETAINER, PIPE, BOLT		267.32
Check	08/20/2026	17728 Accounts Payable	CINTAS CORPORATION NO. 3		4,580.00
	Invoice	Date	Description	Check Sort Code	Amount
	JUL26	07/31/2026	UNIFORM/MATS JULY 2026		4,580.00
Check	08/20/2026	17729 Accounts Payable	CITY OF FREMONT		97,653.00
	Invoice	Date	Description	Check Sort Code	Amount
	344415	07/31/2026	CASE MANAGEMENT FOR 04/26-06/26		1,250.00
	344369	07/17/2026	ALAMEDA COUNTY CLEAN WATER PROGRAM CONTRIBUTION FY26/27		96,403.00
Check	08/20/2026	17730 Accounts Payable	PETTY CASH CUSTODIAN - IVY NGUYEN		558.89
	Invoice	Date	Description	Check Sort Code	Amount
	101025-062326SC	06/30/2026	PETTY CASH REPLENISHMENT 10/10/25-06/23/26		558.89
Check	08/20/2026	17731 Accounts Payable	COUNTY OF ALAMEDA		1,412.50
	Invoice	Date	Description	Check Sort Code	Amount
	JULY 26	08/05/2026	CITATION PROCESSING FEES - JULY '26		1,412.50
Check	08/20/2026	17732 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		4,009.67
	Invoice	Date	Description	Check Sort Code	Amount
	112-2607173	08/14/2026	AWS ACCESS FEE JULY 2026		4,009.67
Check	08/20/2026	17733 Accounts Payable	CRIME SCENE CLEANERS INC		160.00
	Invoice	Date	Description	Check Sort Code	Amount
	97921	08/17/2026	CRIME SCENE CLEANING 08/17/26		160.00

Check	08/20/2026	17734	Accounts Payable	DELL MARKETING L.P.		186,151.59
	Invoice		Date	Description	Check Sort Code	Amount
	10885977621		07/31/2026	MICROSOFT EA AGREEMENT YEAR 2 OF 3 + ADD ONS | FY27		186,151.59
Check	08/20/2026	17735	Accounts Payable	JARVIS SHELL		13,584.74
	Invoice		Date	Description	Check Sort Code	Amount
	00016		07/31/2026	GASOLINE AND CAR WASH 07/10-07/31/26		13,584.74
Check	08/20/2026	17736	Accounts Payable	ELECTRIC HEROES		44,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	10162		02/24/2026	BIRCH GROVE SOFTBALL FIELD LIGHT REPLACEMENT 06/29 - 08/13/26		44,000.00
Check	08/20/2026	17737	Accounts Payable	EWING IRRIGATION PRODUCTS INC.		1,112.49
	Invoice		Date	Description	Check Sort Code	Amount
	31143446		07/15/2026	PVC PIPE-POS		47.37
	31284393		07/27/2026	CONTROLLER SENT OUT		453.13
	31444143		06/26/2026	SHOVEL AND DECODER-POS		399.01
	31537678		08/14/2026	BRASS UNION-POS		212.98
Check	08/20/2026	17738	Accounts Payable	KARL FREDSTROM		100.58
	Invoice		Date	Description	Check Sort Code	Amount
	081226EXP		08/13/2026	HIGH IMPACT TRAINING ENFORCEMENT SNACKS		100.58
Check	08/20/2026	17739	Accounts Payable	FREMONT FORD		138.44
	Invoice		Date	Description	Check Sort Code	Amount
	251323		08/03/2026	OIL DRAIN PLUG		48.73
	251576		08/10/2026	FUEL TUBE SUPPORT		89.71
Check	08/20/2026	17740	Accounts Payable	HDL COREN & CONE		4,990.65
	Invoice		Date	Description	Check Sort Code	Amount
	SIN065843		07/27/2026	PROPERTY TAX CONSULTING - JUL - SEPT 2026		4,990.65
Check	08/20/2026	17741	Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.		1,522.51
	Invoice		Date	Description	Check Sort Code	Amount
	132495		07/01/2026	MANUAL BUTTON, VACUUM BREAKER, AND FLUSH VALVE		1,522.51
Check	08/20/2026	17742	Accounts Payable	GAGAN A KAUR		4,432.20
	Invoice		Date	Description	Check Sort Code	Amount
	0629-07022026		06/30/2026	RROOAR CODING AND ROBOTICS CLASSES/CAMP 06/29-07/02/26		4,432.20
Check	08/20/2026	17743	Accounts Payable	NAPA AUTO PARTS		1,226.36
	Invoice		Date	Description	Check Sort Code	Amount
	JUL26		07/31/2026	NAPA FLEET SUPPLIES JULY 2026		1,226.36
Check	08/20/2026	17744	Accounts Payable	LEXIPOL LLC		10,397.59
	Invoice		Date	Description	Check Sort Code	Amount
	INVLEX11270899		06/01/2026	POLICY MANUAL UPDATES 07/01/26-06/30/27		10,397.59
Check	08/20/2026	17745	Accounts Payable	LEXISNEXIS RISK DATA MANAGEMENT LLC		1,175.13
	Invoice		Date	Description	Check Sort Code	Amount
	1300322923		07/31/2026	INVESTIGATIVE INFO RESEARCH - 7/31/26		50.63

	1100340346	07/31/2026	ACCURINT SEARCH TOOL JULY 2026		1,124.50
Check	08/20/2026	17746 Accounts Payable	LPC SERVICES, INC.		3,627.00
	Invoice	Date	Description	Check Sort Code	Amount
	87738	07/02/2026	PEST SERVICES - CITY HALL #102699 7/2/26		267.00
	87672	07/10/2026	PEST SERVICES - COMMUNITY CENTER #102700 7/10/26		95.00
	87671	07/10/2026	PEST SERVICES - FIRE STATION #2 #102709 7/10/26		220.00
	87780	07/10/2026	PEST SERVICES - CITY HALL #102699 7/10/26		175.00
	87643	07/10/2026	PEST SERVICES - FIRE STATION #1 102707 7/10/26		275.00
	87783	07/10/2026	PEST SERVICES - LIBRARY #116524 7/10/26		175.00
	87781	07/10/2026	PEST SERVICES - PD #104419 7/10/26		181.00
	87652	07/10/2026	PEST SERVICES - VIOLA BLYTHE #102704 7/10/26		260.00
	87533	07/10/2026	PEST SERVICES - SERVICE CENTER #102702 7/10/26		185.00
	87642	07/10/2026	PEST SERVICES - FIRE STATION #3 102701 7/10/26		240.00
	87644	07/10/2026	PEST SERVICES - SILLIMAN #102710 7/10/26		1,020.00
	87739	07/16/2026	PEST SERVICES - CITY HALL #102699 7/16/26		267.00
	87740	07/31/2026	PEST SERVICES - CITY HALL #102699 7/31/26		267.00
Check	08/20/2026	17747 Accounts Payable	LSL, LLP		6,200.00
	Invoice	Date	Description	Check Sort Code	Amount
	76339	07/31/2026	AUDITING SERVICES - 2026 INTERIM & YEAR END PREP/RISK ASSESSMENT		6,200.00
Check	08/20/2026	17748 Accounts Payable	MACK5		151,517.00
	Invoice	Date	Description	Check Sort Code	Amount
	6658	07/31/2026	PRELIM PLANNING FIRE STATIONS 27 & 29 RPLCMNT PRJ 07/01-07/31/26		151,517.00
Check	08/20/2026	17749 Accounts Payable	MIKE YORKS INVESTIGATIONS		3,675.00
	Invoice	Date	Description	Check Sort Code	Amount
	2026-11	08/10/2026	BACKGROUND INVESTIGATIONS 07/01-08/10/26		3,675.00
Check	08/20/2026	17750 Accounts Payable	NEWARK VALERO #7117		4,645.99
	Invoice	Date	Description	Check Sort Code	Amount
	0706-072726	07/28/2026	VALERO FUEL 07/06-07/27/26		4,645.99
Check	08/20/2026	17751 Accounts Payable	O'REILLY AUTO PARTS		391.07
	Invoice	Date	Description	Check Sort Code	Amount
	3464-195735	06/29/2026	BATTERY-2007 DODGE RAM 3500		261.14
	3464-196861	06/04/2026	HOSE AND HEATER		51.72
	3464-195964	06/29/2026	MOTOR OIL		78.21
Check	08/20/2026	17752 Accounts Payable	PACIFIC GAS & ELECTRIC		2,953.25
	Invoice	Date	Description	Check Sort Code	Amount
	9045-080326	08/03/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/25-07/23/26		252.38
	3926-080426	08/04/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/29-07/27/26		113.26
	1859-080426	08/04/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/29-07/27/26		2,496.23
	0870-080426	08/04/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/30-07/28/26		91.38
Check	08/20/2026	17753 Accounts Payable	THUAN PHAM		200.00
	Invoice	Date	Description	Check Sort Code	Amount
	8122026	08/12/2026	TRANSLATION SERVICES "BALLOT NOTICE" 08/12/26		200.00

Check	08/20/2026	17754	Accounts Payable	PLAN JPA	16,489.50

Invoice	Date	Description	Check Sort Code	Amount
PLAN-0680	07/10/2026	GENERAL LIABILITY CLAIMS - JUNE 2026		16,489.50

Check	08/20/2026	17755	Accounts Payable	QUADIENT LEASING USA, INC.	2,700.53

Invoice	Date	Description	Check Sort Code	Amount
Q2468357	07/27/2026	POSTAL/FOLDING MACHINE LEASE 05/29/26-08/28/26		2,700.53

Check	08/20/2026	17756	Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.	17,400.00

Invoice	Date	Description	Check Sort Code	Amount
INV0127496	07/31/2026	REDLIGHT CAMERA MONITORING JULY 2026		17,400.00

Check	08/20/2026	17757	Accounts Payable	NEETU SALWAN	100.27

Invoice	Date	Description	Check Sort Code	Amount
0603-081026EXP	08/11/2026	EXP REIMB-ELECTION DOC SUBMISSION, FLAGS FOR CC 06/03-08/10/26		100.27

Check	08/20/2026	17758	Accounts Payable	SFPUC	4,271.55

Invoice	Date	Description	Check Sort Code	Amount
87414	07/21/2026	SFPUC RENT WATER AC#2866 08/01/26		3,180.24
87379	07/21/2026	SFPUC RENT WATER AC#3642 08/01/26		1,091.31

Check	08/20/2026	17759	Accounts Payable	STAPLES	360.58

Invoice	Date	Description	Check Sort Code	Amount
7010815854	07/31/2026	OFFICE SUPPLIES 07/20-07/23/26		360.58

Check	08/20/2026	17760	Accounts Payable	CLASSIC GRAPHICS	145.13

Invoice	Date	Description	Check Sort Code	Amount
52822	07/21/2026	"OUT OF SERVICE" SIGN		145.13

Check	08/20/2026	17761	Accounts Payable	TEMPERATURE TECHNOLOGY INC.	6,843.71

Invoice	Date	Description	Check Sort Code	Amount
I4827	07/29/2026	FS1 COMPRESSOR REPLACEMENT 07/28/26		6,843.71

Check	08/20/2026	17762	Accounts Payable	UNDERGROUND SERVICE ALERT OF NORTHERN CA & NV	5,500.13

Invoice	Date	Description	Check Sort Code	Amount
1221552026	07/20/2026	2026 MEMBERSHIP AND 2025 BILLABLE TICKETS FEES		5,500.13

Check	08/20/2026	17763	Accounts Payable	BOSCO OIL INC DBA VALLEY OIL	6,840.71

Invoice	Date	Description	Check Sort Code	Amount
258616	08/11/2026	DIESEL FUEL 08/11/26		2,990.81
258617	08/11/2026	GASOLINE FUEL 08/11/26		3,849.90

Check	08/20/2026	17764	Accounts Payable	VERDANTAS INC	60,741.00

Invoice	Date	Description	Check Sort Code	Amount
82470	07/02/2026	STORMWATER COMPLIANCE INSPECTIONS 03/24-06/30/26		60,741.00

Check	08/20/2026	17765	Accounts Payable	WEST COAST ARBORISTS INC	25,333.96

Invoice	Date	Description	Check Sort Code	Amount
247286	06/29/2026	LLD1 TREE SERVICES 06/25-06/29/26		13,250.56
247285	06/30/2026	LLD4 TREE SERVICES 06/29-06/30/26		11,305.16
247284	06/20/2026	LLD2 TREE PRUNING 06/20-06/20/26		778.24

Check	08/20/2026	17766	Accounts Payable	WESTED		2,000.00

Invoice	Date	Description	Check Sort Code	Amount
042826NCC	04/28/2026	TRAINING FOR CHILDCARE INSTRUCTORS 04/13/26		2,000.00

Check	08/20/2026	17767	Accounts Payable	WESTLAKE HARDWARE, INC.		490.52

Invoice	Date	Description	Check Sort Code	Amount
3072988	07/02/2026	ACE STATEMENT 06/03-07/02/26		234.88
3088384	08/02/2026	ACE STATEMENT 07/16-07/23/26		255.64

Check	08/20/2026	17768	Accounts Payable	WEX BANK		541.92

Invoice	Date	Description	Check Sort Code	Amount
114387804	08/06/2026	CHEVRON CC 08/06/26		541.92

Check	08/20/2026	17769	Accounts Payable	DAILY JOURNAL CORPORATION		46.25

Invoice	Date	Description	Check Sort Code	Amount
B4058753	07/15/2026	CC PH NOTICE - MFS UPDATE 2 HRG NOTICE OF HEARING 07/14/26		46.25

Check	08/20/2026	17770	Accounts Payable	WSP USA INC		25,909.60

Invoice	Date	Description	Check Sort Code	Amount
40396811	06/29/2026	STORMWATER NPDES INSPECTIONS 03/17-06/26/26		25,909.60

Check	08/20/2026	17771	Accounts Payable	K & J PROPERTIES		7,000.00

Invoice	Date	Description	Check Sort Code	Amount
RCS2026_005	07/27/2026	JADA PERRY RENTAL ASSIST 6377 BAINE AVE #D		7,000.00

EFT	08/20/2026	2145	Accounts Payable	FAMA TECHNOLOGIES, INC	121143626 / 140045048	85.00

Invoice	Date	Description	Check Sort Code	Amount
INV000006389	07/31/2026	SOCIAL MEDIA SCREENS 07/01 - 07/31/26		85.00

EFT	08/20/2026	2146	Accounts Payable	MONDAY.COM LTD (ACH)	021000089 / 31349993	7,980.00

Invoice	Date	Description	Check Sort Code	Amount
INV01260022284	07/28/2026	MONDAY WORK MANAGEMENT PRO 07/31/26-07/30/27		7,980.00

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 62	$767,851.15

Checks:	60	$759,786.15
EFTs:	2	$8,065.00

STAFF REPORT

Item D. 2.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Neetu Salwan, City Clerk
SUBJECT	Approval of July 23, 2026, City Council Minutes

Approval of the July 23, 2026, City Council Minutes for the special and regular meetings.

Attachments

Attachment 1: July 23 2026 Regular Meeting Minutes

Attachment 2: July 23 2026 Special Meeting Minutes

CITY OF NEWARK
CITY COUNCIL REGULAR MEETING

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

DRAFT MINUTES

Thursday, July 23, 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, and Little were present. Council Member Catancio was absent.

B. PRESENTATIONS

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

Mayor Hannon presented a proclamation to Lisa Mendes who accepted the proclamation on behalf of the Newark Holy Ghost President Valerie Sao.

2. Proclaiming Disability Pride Month

Mayor Hannon presented a proclamation to Executive Director Teresa Nold from Deaf Plus Adult Community and Alex Reyes, former appointee to the California State Council on Developmental Disabilities.

3. State Route 84 (SR-84) Intermodal Bus Facility Project Presentation

Representatives from the Capitol Corridor Joint Powers Authority, Outreach Manager Maily Chu (HDR) and Engineering Lead David Loftus (HNTB), gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

C. PUBLIC COMMENT

Mayhews Landing resident Tom Pelc thanked staff for keeping the community informed and providing timely updates.

D. CONSENT CALENDAR

Council Member Grindall asked that Item No. D.2 be pulled for further discussion.

No one from the audience requested to speak.

Council Member Little moved, Council Member Grindall seconded, to approve Consent Calendar items D.1, D.3, D.4, D.5, and D.6., that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. The motion was passed by the following votes: AYES: Grindall, Little, Jorgens, Hannon; ABSENT: Catancio.

1. Approval of Audited Demands

3. Adopt a Resolution Authorizing the City Manager to execute a Contractual Services Agreement with Browning-Ferris Industries of California, Inc. to procure SB 1383-compliant compost in an amount not to exceed $134,000 and to amend the 2026-2028 Biennial Budget
Resolution No. 11878

4. Adopt a resolution establishing the Fiscal Year 2026-27 Tax Appropriations Limit
Resolution No. 11879

5. Adopt a Resolution approving a budget amendment to the 2026-2031 Capital Improvement Plan and an agreement with Urban Planning Partners, Inc. to provide professional planning services in the not-to-exceed contract amount of $459,776
Resolution No. 11880

6. Adopt a resolution authorizing the City Manager to execute Task Order No.34 to the Joint Powers Agreement with the City of Fremont for paratransit services with Ride On Tri-City! in an amount not to exceed $189,642 and amend the Biennial Budget
Resolution No. 11881

NONCONSENT

2. Approval of City Council July 9, 2026 Regular Meeting Minutes

Council Member Grindall pulled Item D.3 and requested a discussion regarding the preparation of City Council meeting minutes.

No one from the audience requested to speak.

Council Member Grindall moved, and Vice Mayor Jorgens seconded, to continue the item to the September 10 Council meeting. Staff will review prior Council meeting minutes and recommend an approach for preparing future Council meeting minutes. The motion was passed by the following votes: AYES: Grindall, Little, Jorgens, Hannon; ABSENT: Catancio.

E. PUBLIC HEARINGS

1. Hearing to consider property owners' objections and adopt a resolution confirming the Superintendent of Streets' Report concerning weed abatement assessments
Resolution No. 11882

City Manager Benoun provided introductory remarks and project background.

Maintenance Supervisor Dan Cianciarulo gave the report.

Mayor Hannon opened the public hearing.

No one from the audience requested to speak.

Mayor Hannon closed the public hearing.

The City Council asked clarifying questions.

Vice Mayor Jorgens moved, Council Member Little seconded, to adopt a resolution confirming the Superintendent of Streets' Report concerning weed abatement assessments. The motion was passed by the following votes: AYES: Grindall, Little, Jorgens, Hannon; ABSENT: Catancio.

2. Hearing to consider adoption of a resolution approving amendments to the Master Fee Schedule for Fiscal Year 2026-27
Resolution No. 11883

City Manager Benoun gave the report.

Mayor Hannon opened the public hearing.

No one from the audience requested to speak.

Mayor Hannon closed the public hearing.

Council Member Little moved, Vice Mayor Jorgens seconded, to adopt a resolution approving amendments to the Master Fee Schedule for Fiscal Year 2026-27. The motion was passed by the following votes: AYES: Grindall, Little, Jorgens, Hannon; ABSENT: Catancio.

3. Hearing to consider a Call for Review of the Planning Commission’s approval of a Conditional Use Permit (U2026-002) for a temporary commercial entertainment, Fear Overload Haunted House, at NewPark Mall located at 2086 Newpark Mall, Suite #1149 (APN 901-111-25) and consider adopting a resolution affirming the Planning Commission's action with changes or, in the alternative, consider adopting a resolution overturning the Planning Commission's action
Resolution No. 11884

Mayor Hannon opened the public hearing.

No one from the audience requested to speak.

Mayor Hannon closed the public hearing.

Council Member Grindall explained why he called the item for review.

The City Council engaged in discussion and asked clarifying questions.

Vice Mayor Jorgens moved, Council Member Little seconded, to affirm the Planning Commission’s decision to approve the Conditional Use Permit without any modifications to the Project approval. The motion was passed by the following votes: AYES: Little, Jorgens, Hannon; NOES: Grindall; ABSENT: Catancio.

F. OTHER BUSINESS

1. Adopt a Resolution Of The City Council Of The City Of Newark Calling An Election To Be Held On November 3, 2026, For Voter Consideration Of A Ballot Measure Seeking Voter Authorization To Repeal And Replace Chapter 5.04 Of The Newark Municipal Code To Amend The Current Business License Ordinance; Establishing Policies And Procedures In Connection With Such An Election; Requesting The Board Of Supervisors Of The County Of Alameda To Consolidate The Election With The General Election To Be Held On November 3, 2026; Requesting Certain Services Of The Registrar Of Voters Of Alameda County With Respect To The Consolidated General Municipal Election; And Providing For Submittal Of Ballot Arguments And Rebuttals And Authorizing The Filing Of An Impartial Analysis

Item F.1 was presented at the July 23, 2026, Special City Council Meeting.

2. Adopt a resolution authorizing the City Manager to execute the Second Amendment to the Park Agreement for the FMC Willow and Grand Park Project at 8787 Enterprise Drive (APNs 537-0852-001-08, 537-0852-002-009, & 092-0100-005).

Item F.2 was presented at the July 23, 2026, Special City Council Meeting.

3. Resolution to Amend the Affordable Housing Obligation Satisfaction Agreement for the Willow and Harbor Pointe Projects to Extend the Completion Deadline and Change the Affordability Unit Mix.

Item F.3 was presented at the July 23, 2026, Special City Council Meeting.

G. CITY MANAGER UPDATES

City Manager Benoun announced:

1. Groovin' at the Grove: The free event will be held Friday, July 10, from 5:00 to 7:30 p.m. at Shirley Sisk Grove, featuring live music by Zebop and community activities.

2. National Night Out: The event will be held Tuesday, August 4, from 6:30 to 9:00 p.m. The nationwide event brings residents and law enforcement together to strengthen community partnerships and promote crime prevention. Residents are encouraged to host block parties, neighborhood gatherings, or community events. Registration closes Friday, July 24. Registered events may receive visits from police personnel, giveaways, and other resources.

3. Missing Middle Housing: A Planning Commission study session will be held July 28 at 7:00 p.m. in the Council Chambers regarding opportunities to expand housing options in Newark. Missing middle housing is a component of the City's Housing Element, with recommendations anticipated to be presented to the Planning Commission later this year and subsequently to the City Council.

4. Silliman Aquatic Center: The center will be closed August 3 through August 7 for scheduled maintenance and will reopen August 8. The lazy river and water slides will remain closed after August 7 for ongoing maintenance.

5. 2026 General Municipal Election: The nomination period for the November 3, 2026, General Municipal Election closes August 7. The offices on the ballot include one Mayor seat for a two-year term and two Council Member seats for four-year terms. Candidates are required to schedule an appointment with the City Clerk to obtain nomination papers. Additional election information is available on the City's website.

6. Shape Newark's Parks and Open Spaces: Residents were encouraged to complete a survey for the Parks, Recreation, and Open Space Element update. The survey is available in multiple languages and closes August 7.
7. CERT Training: Emergency preparedness training will be held on September 9 from 7:30 p.m. to 9:00 p.m. and will focus on planning for pets during emergencies. It is offered in person and through Zoom.

8. Emergency Preparedness Trainings: Free training sessions beginning August 12 from 7:30 p.m. to 9:00 p.m. on personal preparedness, CPR, and fire extinguisher use will be held at the Newark

Library. Residents are encouraged to register through the library's website.

9. CERT Open House: The CERT Open House will be held September 12 from 9:00 a.m. to 12 noon at Alameda County Fire Station 27 on Cherry Street. Residents will have an opportunity to meet CERT volunteers, learn about the program, and learn how to support the community during an emergency.

H. CITY COUNCIL MATTERS

1. Appoint Delegate/Alternates to the 2026 League of California Cities Annual Conference and Expo

City Council Matters were presented at the July 23, 2026, Special City Council Meeting.

I. CLOSED SESSION

None.

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 8:14 p.m.

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Neetu Salwan, City Clerk

CITY OF NEWARK
CITY COUNCIL SPECIAL MEETING

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

DRAFT MINUTES

Thursday, July 23, 2026
8:15 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 8:15 p.m. Vice Mayor Jorgens, Council Members Grindall, Catancio and Little were present.

B. GENERAL BUSINESS / NON-CONSENT ITEMS

1. Adopt a resolution authorizing the City Manager to execute the Second Amendment to the Park Agreement for the FMC Willow and Grand Park Project at 8787 Enterprise Drive (APNs 537-0852-001-08, 537-0852-002-009, & 092-0100-005).
Resolution No. 11886

City Manager Benoun provided introductory remarks and project background.

Senior Planner Carmelisa Lopez gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

The City Council engaged in discussion and asked clarifying questions.

Mayor Jorgens moved, Council Member Grindall seconded, to adopt a resolution authorizing the City Manager to execute the second amendment to the Park Agreement for the FMC Willow and Grand Park Project at 8787 Enterprise Drive (APNs 537-0852-001-08, 537-0852-002-009, & 092-0100-005). The motion passed, 5 AYES.

2. Resolution to Amend the Affordable Housing Obligation Satisfaction Agreement for the Willow and Harbor Pointe Projects to Extend the Completion Deadline and Change the Affordability Unit Mix
Resolution No. 11887

City Manager Benoun provided introductory remarks and project background.

Housing Policies and Programs Manager Michael Coulom and Assistant Planner Yvonne Huynh gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

The City Council engaged in discussion and asked clarifying questions.

Vice Mayor Jorgens moved, Council Member Grindall seconded, to adopt amend the Affordable Housing Obligation Satisfaction Agreement for the Willow and Harbor Pointe Projects to extend the completion deadline and change the Affordability Unit Mix. The motion passed, 5 AYES.

3. Adopt a Resolution Of The City Council Of The City Of Newark Calling An Election To Be Held On November 3, 2026, For Voter Consideration Of A Ballot Measure Seeking Voter Authorization To Repeal And Replace Chapter 5.04 Of The Newark Municipal Code To Amend The Current Business License Ordinance; Establishing Policies And Procedures In Connection With Such An Election; Requesting The Board Of Supervisors Of The County Of Alameda To Consolidate The Election With The General Election To Be Held On November 3, 2026; Requesting Certain Services Of The Registrar Of Voters Of Alameda County With Respect To The Consolidated General Municipal Election; And Providing For Submittal Of Ballot Arguments And Rebuttals And Authorizing The Filing Of An Impartial Analysis
   Resolution No. 11885

   City Manager Benoun gave the presentation. The presentation is on file with the City Clerk.

   Lily Mei, incoming President and CEO of the Newark Chamber of Commerce, expressed the Chamber's support for the proposed Business License Tax (BLT) modernization.

   The City Council engaged in discussion and asked clarifying questions.

   Mayor Hannon conducted an informal poll of the Council. Mayor Hannon, Vice Mayor Jorgens, and Council Members Grindall, Catancio, and Little supported the option of lowering the General/Retail tax rate.

   Council Member Jorgens moved, Council Member Little seconded to adopt the resolution as is including direction for the Mayor to prepare the argument in favor of the measure and the rebuttal argument; amend the ballot question statement by changing the referenced amount from $6.8 million to $6.6 million; and insert the preferred tax rate for the General Retail and restaurants category under the proposed ordinance as 0.0003, replacing the blank placeholder. The motion passed by the following vote: AYES: Catancio, Little, Jorgens, Hannon; NOES: Grindall.

C. CITY MANAGER UPDATES

City Manager Updates were presented at the July 23, 2026, Regular City Council Meeting.

D. CITY COUNCIL MATTERS

Council Member Catancio shared that the American Cancer Society’s Walk for Life, also known as Relay for Life of the East Bay, will be held on Saturday, August 15, at Newark Community Center Park and encouraged residents to shop Newark.

Council Member Little shared the upcoming First Annual Recreation, Sports, and Wellness Fair on August 29 at the Newark Library which will also celebrate the fifth anniversary of the library, gave a shout out for CERT training efforts, expressed excitement about plans for a pop-up roller skating rink, and encouraged the public to donate blood.

Council Member Grindall noted that school will have started by the time the Council returns from recess and wished students an enjoyable back-to-school.

Council Member Jorgens shared the history of Newark’s Portuguese community and the Portuguese Fraternal Society of America Council No. 8, recognizing its contributions and the 103rd Holy Ghost Festival. He thanked the Portuguese community for its continued impact on Newark.

Mayor Hannon shared that the Newark Optimist Club, in partnership with the Newark Rotary Club, will host a garage sale this Saturday. The public is invited to attend, purchase secondhand items, and/or make donations. Mayor Hannon thanked staff for their work on affordable housing efforts in Newark, recognized the importance of addressing housing challenges throughout the Bay Area, wished his grandson Harrison a happy first birthday, and expressed appreciation for the upcoming August recess.

1. Appoint Delegate/Alternates to the 2026 League of California Cities Annual Conference and Expo

The City has an opportunity to appoint a delegate to the League of California Cities Annual Conference and Expo on September 23–25, 2026, at the Anaheim Convention Center. Council Member Grindall has requested that he be the City's delegate at the General Assembly.

No one from the audience requested to speak.

Council Member Jorgens moved, Mayor Hannon seconded, to appoint Council Member Grindall as delegate to the League of California Annual Conference and Expo. The motion passed, 5 AYES.

E. ADJOURNMENT

Mayor Hannon adjourned the meeting at 10:15 p.m.

_____

Neetu Salwan, City Clerk

STAFF REPORT

Item D. 3.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Brittney Frye, Human Resources Director
SUBJECT	Adopt a resolution amending the Compensation and Benefits Plans for the Management, Supervisory and Professional Employee Group and the Confidential Employee Group to clarify special assignment pay provisions

SUMMARY AND RECOMMENDATION

The City Council previously adopted Compensation and Benefits Plans establishing the wages, benefits, and other terms and conditions of employment for employees in the Management, Supervisory and Professional Employee Group and the Confidential Employee Group (the "Plans"). Staff prepared proposed amendments to the Plans to provide for special assignment pay as previously intended. The relevant section of the Plans is currently titled “Acting/Special Assignment Pay”. However, the operative language addressed only acting pay and bilingual assignment pay and did not separately describe the eligibility and authorization requirements for special assignment pay.

The proposed amendments are intended to accurately reflect the City’s original intent that eligible employees may receive special assignment pay when temporarily assigned significant additional, specialized, or complex responsibilities outside or substantially exceeding the normal scope of their classifications.

Staff recommends that the City Council adopt a resolution amending the Compensation and Benefits Plans for the Management, Supervisory and Professional Employee Group and the Confidential Employee Group to clarify the provisions governing acting pay, special assignment pay, and bilingual assignment pay.

BACKGROUND

The City Council previously adopted the Plans establishing the wages, benefits, and other terms and conditions of employment for employees in the Management, Supervisory and Professional Employee Group and the Confidential Employee Group.

The Plans included a section titled “Acting/Special Assignment Pay.” As indicated by the title, the City intended for the section to address compensation for both acting

assignments and special assignments. The section also included provisions governing bilingual assignment pay.

However, the language adopted within the section expressly outlined only acting pay and bilingual assignment pay. It did not include separate provision describing when an employee may be eligible for special assignment pay, how the amount of the pay is determined, or the approval and documentation required for a special assignment.

This omission was inadvertent and resulted in the text of the plans not fully reflecting the intent expressed in the section title.

DISCUSSION/ANALYSIS

The proposed resolution corrects an inadvertent omission in the Plans.

Although the section is titled “Acting/Special Assignment Pay,” the adopted language addressed only acting pay and bilingual assignment pay. The proposed amendments add the intended special assignment pay provisions for employees temporarily assigned significant additional, specialized, or complex duties outside the normal scope of their classifications. Executive Team members are not eligible to receive Special Assignment Pay.

Special assignment pay may be awarded at five percent (5%) above base salary and requires written approval by the City Manager or designee. No changes are proposed to acting pay or bilingual assignment pay.

FISCAL IMPACT

Approval of the proposed resolution does not, by itself, grant special assignment pay to any employee or create an immediate fiscal impact.

Any future special assignment pay would require an eligible temporary assignment, written departmental recommendation, and approval by the City Manager or designee. Associated costs would be absorbed within the applicable department’s approved budget unless a separate budget adjustment is presented to the City Council.

STRATEGIC PRIORITY AREA

Boost Financial Resilience and Excellence in Service Delivery

REVIEW AND APPROVAL

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

Attachments

Special Assignment Pay Resolution Comp and Ben Plan Amendment

Exhibit A: MSP Compensation and Benefit Plan Redline

Exhibit B: Confidential Compensation and Benefit Plan Redline

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE COMPENSATION AND BENEFIT PLANS FOR THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP AND THE CONFIDENTIAL EMPLOYEE GROUP TO CLARIFY SPECIAL ASSIGNMENT PAY PROVISIONS

WHEREAS, the City has previously adopted Compensation and Benefit Plans establishing the wages, benefits, and other terms and conditions of employment for the Management, Supervisory, and Professional Employee Group and the Confidential Employee Group (collectively, the "Plans"); and

WHEREAS, the operative language of the Plans inadvertently omitted separate provisions describing eligibility for, the amount of, and the authorization required for Special Assignment Pay; and

WHEREAS, the City Council desires to clarify the Plans to provide for Special Assignment Pay as previously intended and provide for Special Assignment Pay in the amount of five percent (5%) over base salary for the duration of an eligible assignment, subject to written approval of the City Manager or designee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council hereby approves and adopts the amendment to Section IV of the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group, substantially in the form attached hereto as Exhibit A and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the City Council hereby approves and adopts the amendment to Section IV of the Compensation and Benefit Plan for the Confidential Employee Group, substantially in the form attached hereto as Exhibit B and incorporated herein by this reference.

EXHIBIT A

CITY OF NEWARK

COMPENSATION AND BENEFIT PLAN

FOR THE

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

JULY 1, 2025 THROUGH JUNE 30, 2028

Adopted: June 26, 2025

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COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, & PROFESSIONAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 2025 through June 30, 2028.

II. SALARY INCREASE

The classifications listed below of management, supervisory, and professional personnel shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A attached hereto and incorporated herein by this reference.

Management, Supervisory, and Professional Classifications

Classification
Accountant
Accounting Manager
Assistant to the City Manager
Assistant City Manager
Assistant Engineer-Civil
Assistant Maintenance Superintendent
Assistant Planner
Associate Civil Engineer
Associate Planner
Chief Building Official
Chief Information Officer/Information Technology Director (Dept Head)*
City Clerk
City Engineer
Communications and Public Engagement Manager
Community Development Director (Dept. Head)*
Community Preservation Manager
Crime Analyst
Deputy Community Development Director
Deputy Economic Development Director
Deputy Finance Director
Environmental Services Manager
Facilities Supervisor
Finance Director (Dept. Head)*
Housing Policies and Programs Manager
Human Resources Director (Dept. Head)*
Information Technology Analyst
Junior Engineer-Civil
Maintenance Superintendent
Maintenance Supervisor
Management Analyst I/II
Plan Check Engineer

Planning Manager
Police Chief (Dept. Head)*
Principal Civil Engineer
Principal Planner
Public Works Director (Dept. Head)*
Recreation and Community Services Director (Dept. Head)*
Recreation and Community Services Manager
Recreation Supervisor I/II
Senior Accountant
Senior Civil Engineer
Senior Information Technology Analyst
Senior Management Analyst
Senior Planner
Senior Recreation Supervisor
Strategic Initiatives Manager
Urban Forest Supervisor

*The Newark Executive Management Team, including all department heads and the Assistant City Manager are at-will positions.

Effective July 1, 2025, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased four percent (4.0%). All regular management, supervisory, and professional employees shall receive a four percent (4.0%) salary increase.

Effective July 1, 2026, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased three and one-half percent (3.5%). All regular management, supervisory, and professional employees shall receive a three and one-half percent (3.5%) salary increase.

Effective July 1, 2027, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased three and one-half percent (3.5%). All regular management, supervisory, and professional employees shall receive a three and one-half percent (3.5%) salary increase.

Executive Management Team shall include the City Manager, the Assistant City Manager, the City Attorney and those classifications designated as Department Heads.

A. Police Chief Compensation: The Police Chief is not eligible to receive the salary increases outlined in Section II above and instead shall receive salary increases in Section II (B). The Police Chief will receive all benefits within this Compensation and Benefits Plan with the exception of benefits where the classification is expressly excluded. The Police Chief shall also receive all benefits outlined in Attachment C, Police Chief Benefits.

B. Effective July 1, 2025, the total compensation salary range for Police Chief shall be increased seven percent (7%).

Effective July 1, 2026, the total compensation salary range for Police Chief shall

be increased by five percent (5%).

Effective July 1, 2027, the total compensation salary range for Police Chief shall be increased by five percent (5%).

III. HOURS OF WORK

A. Full-time management, supervisory, and professional employees work forty (40) hours per week and as necessary. The Nine/Eighty (9/80) is the standard work schedule that equates to forty (40) hours per week in a two (2) week period. Typically, an employee assigned to this work schedule will work nine (9) hours per day for four (4) days and one (1) day of eight (8) hours in one (1) week (forty-four (44) hours) and then nine (9) hours per day for four (4) days in the next week thirty-six (36) hours). The City Manager may revise the standard work schedule upon reasonable notice.

B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four (4) day furlough. Employees may use general leave, management leave, or floating holidays during the furlough.

C. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

D. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

1. the salary advance is submitted to payroll by June 1 preceding the furlough,

2. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough,

3. payments begin no earlier than July 1 of the impacted calendar year, and

4. the repayment plan is approved by the Finance Director, or designee prior to the furlough.

E. Alternatives to the nine/eighty (9/80) work schedule will be subject to the approval of the City Manager.

IV. ACTING, /SPECIAL ASSIGNMENT, AND BILINGUAL PAY

A. Acting Pay

Management, supervisory, and professional employees are eligible for premium pay of five percent (5%) over base salary or the bottom of the higher classification, whichever is greater, while acting in a higher classification when assigned and prescribed by the City Manager. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

B. Special Assignment Pay

An employee may be granted special assignment pay when temporarily assigned additional, specialized, or complex duties that are outside or substantially exceed the normal scope of the employee's classification, they require a substantially greater level of responsibility, skill, knowledge, coordination, or accountability; and they do not constitute substantially all of the duties of a higher classification and therefore do not qualify for acting pay.

Special assignment pay may be granted in an amount of five percent (5%) over base salary for the duration of the assignment and requires written approval of the City Manager or designee.

Members of the Newark Executive Management Team, as defined in Section II, are excluded from receiving special assignment pay.

C. Bilingual Pay

The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part-time employees scheduled to work twenty to twenty-five (20-25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. DEFERRED COMPENSATION

A. The Newark Executive Management Team shall receive and participate in the following Deferred Compensation 401(a) Plan provisions:

1. The Employer shall contribute on behalf of each participant six percent (6%) of their earnings for the Plan Year.

2. Each participant is required to contribute six percent (6%) of their earnings for the Plan Year as a condition of participation.

Said participant contribution shall be included in total compensation for the purpose of computation in the Public Employees Retirement System.

B. ICMA-RC VantageCare Retirement Health Savings (RHS) plan.

C. Implementation of Section 414(h)(2) of the United States Internal Revenue Code (IRC).

1. Pick-up of Employee Contributions

a. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the IRC of the United States. Such contributions are being made by the City in lieu of employee contributions.

b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.

c. Employee contributions made by the City under paragraph a. shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

d. The employee does not have the option to receive the City's contributed amount paid pursuant to this Agreement directly instead of having it paid to the retirement system.

2. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

3. Limitations to Operability

Section V. C. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from the gross income of the employee under the provisions of the IRC.

VI. **RETIREMENT BENEFITS**

A. All Management employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as two and one-half percent at fifty-five (2.5% at 55) together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the eight percent (8%) employee rate for

the two and one-half percent at fifty-five formula (2.5% at 55) plus continue to pay up to three and four hundred sixty-eight thousandths percent (3.468%) of an additional contribution in accordance with the following formula for a total tax deferred contribution of eleven and four hundred sixty-eight thousandths percent (11.468%).

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% at 55) retirement formula exceeds ten percent (10.00%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%). In the event that the employer rate exceeds sixteen and nine hundred thirty-six thousandths percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the term of the agreement, if the rate over ten percent (10.00%) decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below ten percent (10.00%) will not be shared under the above formula.

The following is for illustrative purposes only:

> If the CalPERS Miscellaneous Plan employer actuarial rate increases to ten percent (10.00%), each Classic non-sworn member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases three percent (3.0%), each non-sworn Classic member would contribute half of the three percent (3.00%) increase , one and one-half percent (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching one and one-half percent (1.50%). If the rate decreased by three percent (3.0%), the non-sworn Classic member would no longer contribute the additional one and one- half percent (1.50%)of their salary towards the employer rate to pay for the retirement benefit.

C. The City shall continue to provide to all sworn Classic employees a retirement formula known as three percent at fifty (3% at 50) together with single year highest compensation, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan. Sworn Classic employees continue to pay the nine percent (9%) employee rate for the three percent at fifty (3% at 50) retirement formula plus continue to pay up to four percent (4%) of an additional contribution in accordance with the following formula for a current total pre-tax contribution of thirteen percent (13%).

Sworn Classic employees will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the three percent at fifty (3% at 50) retirement formula exceeds seventeen percent (17%) to a maximum of twenty-five percent (25%). In the event that the employer rate exceeds twenty-five percent (25%), the City shall be responsible for any increase

above twenty-five percent (25%). In subsequent years, if the rate over seventeen percent (17%) decreases, the sworn Classic employees matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below seventeen percent (17%) will not be shared with sworn Classic employees under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the three percent at fifty (3% at 50) retirement formula increased from seventeen percent (17%) to twenty percent (20%) effective July 1, 2026, the sworn Classic members' rate would increase from nine percent (9%) to ten and one-half percent (10.5%).

The City would then be responsible for the matching one and one-half percent (1.5%). If the rate decreased from twenty percent (20%) to eighteen percent (18%), the sworn Classic members' rate would decrease by one percent (1%). The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.

D. The City shall provide to all non-sworn Management employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as two percent at sixty-two (2% at 62) in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2% at 62) plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay.

The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%).

E. The City shall provide to sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) a retirement formula known as two and seven tenths percent at fifty-seven (2.7% at 57) in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the two and seven tenths percent at fifty-seven (2.7% at 57) plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, sworn PEPRA Members currently pay an additional contribution of one and one-half percent (1.5%) of the employee rate. If CalPERS approves a contract amendment for the City of Newark that eliminates the one and one-half percent (1.5%) contribution the City agrees to amend its contract for sworn PEPRA Members accordingly

F. The City shall provide the one (1) year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three (3) year average compensation requirement to PEPRA members as defined above.

VII. **HEALTH AND WELFARE PROGRAMS**

A. The contribution by the City toward monthly premiums for health and welfare programs of management, supervisory, and professional employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section C

The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the IRC. The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City- administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet with management, supervisory, and professional employees regarding the impact of such changes.

Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $466 - $582
Employee + 1 Dependent: $931 - $1,164
Employee + 2 or more Dependents: $1,230 - $1,537

Effective for the 2026 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,026
Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $513 - $641
Employee + 1 Dependent: $1,025 - $1,281
Employee + 2 or more Dependents: $1,353 - $1,691

Effective for the 2027 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $539 - $673
Employee + 1 Dependent: $1,076 - $1,344
Employee + 2 or more Dependents: $1,421 - $1,776

Effective for the 2028 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $566 - $707
Employee + 1 Dependent: $1,130 - $1,412
Employee + 2 or more Dependents: $1,493 - $1,866

C. Cash-in-Lieu and Cafeteria Plan Cash Back

Regular full-time employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred fifty dollars ($450.00) cash-in-lieu of benefits, which includes the PEMCHA minimum per section VII.A above.

Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan cash back will be paid to the employee in taxable compensation.

For Regular Part-Time employees working thirty to thirty-five (30-35) hours this amount will be three hundred thirty-eight dollars ($338.00) to three hundred ninety-four dollars ($394.00). For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty-one dollars ($281.00).

Regular full time employees in the Management, Supervisory, and Professional Employee Group, shall receive an allowance of up to one hundred dollars ($100.00) per month intended to be used towards the cost of health care premiums, long-term disability premiums, short-term disability premiums and/or reimbursement for medical, dental, vision, and prescription expenses.

Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their one hundred dollars ($100.00) monthly allowance automatically deferred to the RHS plan.

All regular part-time employees in the Management, Supervisory, and Professional Employee Group shall receive an allowance of up to seventy-five dollars ($75.00) for thirty to thirty-five (30-35) hours employees and up to fifty dollars ($50.00) for twenty to twenty-five (20-25) hours employees.

This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

2. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

3. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis. To qualify for pro-rata pay, employees must serve fifty percent (50%) of the working days in the month.

VIII. LIFE INSURANCE

The City will provide City-paid life insurance coverage of fifty thousand dollars ($50,000.00) to each management, supervisory, and professional employee.
Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

IX. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to one hundred percent (100%) of the cost for professional courses and programs that are directly related to the employee's job, or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to ten thousand dollars ($10,000.00) of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than five thousand dollars ($5,000.00) during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
   a. Employee will maintain employment with the City of Newark for a period of five (5) years after completion of the last class taken under the Education Reimbursement Plan; and

   b. In the event that employee leaves the City of Newark and does not complete the five (5) year employment period, employee warrants that they will reimburse to the City all money paid (up to ten thousand dollars ($10,000.00) under the Educational Reimbursement Plan as follows:

      i. One hundred percent (100%) of money paid if the employee voluntarily leaves city employment in the first (1st) year after completion of the last class taken under the Educational Reimbursement Plan.

      ii. Eighty percent (80%) of money paid if the employee voluntarily leaves city employment in the second (2nd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iii. Sixty percent (60%) of money paid if the employee voluntarily leaves city employment in the third (3rd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iv. Forty percent (40%) of money paid if the employee voluntarily leaves city employment in the fourth (4th) year after completion of the last class taken under the Educational Reimbursement Plan.

      v. Twenty percent (20%) of money paid if the employee voluntarily leaves city employment in the fifth (5th) year after completion of the last class taken under the Educational Reimbursement Plan.

      vi. After five (5) years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

X. TRAVEL EXPENSE REIMBURSEMENT

A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns.

B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of four hundred dollars ($400.00) per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of two hundred (200) miles per month.

C. Executive management employees shall receive a vehicle allowance in the amount of four hundred dollars ($400.00) per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of two hundred (200) miles per month.

XI. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

XII. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

XIII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and Professional Employee Group in recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another.

Management leave must be taken prior to separation.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Department Head with approval by the City Manager.

XIV. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

XV. SICK LEAVE

Each eligible management, supervisory, and professional employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

XVI. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

A. Bereavement Leave

Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, registered domestic partner, sibling, parent, stepparent, grandparent, grandchild, grandparent-in-law, parent-in- law, sibling-in-law, , child-in-law, of an employee. A maximum of eighty (80) hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

B. Reproductive Loss Leave

Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee's

spouse, or employee's registered domestic partner.

Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve-month period.

Regular part-time employees shall be eligible for prorated Bereavement and Reproductive Loss Leave as described in Section XII and listed below:

Work Schedule	Prorated Bereavement Leave
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

XVII. **HOLIDAYS**

A. Regular Employees

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time management, supervisory, and professional employees:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day December 25, Christmas Day
- Two floating Holidays, to be scheduled subject to department head approval

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

The floating holidays must be scheduled and used during the fiscal year.

If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the nine/eighty (9/80) bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year.

Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Regular Part-Time Employees

Upon completion of one thousand forty (1,040) work hours or one (1) year of continuous active service, whichever occurs first, regular part-time management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

ATTACHMENT A

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, and professional, classifications:

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures, ranges and salary steps will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested.
Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

The City Council shall consider the necessary adjustment of management, supervisory, and professional salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of management, supervisory, and professional personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

A. Structure:

Management Classifications: The Management, Supervisory, and Professional Employee Group Pay Plan for management positions consists of thirty (30) salary ranges which provide an approximate spread of twenty percent (20%) between the minimum and maximum amounts and a differential of approximately five percent (5%) between the maximum of the ranges descending from the maximum amount established for Range No. thirty (30).

All management classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

B. **Supervisory and Professional Classifications:** For supervisory and professional classifications, the Pay Plan consists of specific predetermined "salary steps". Each classification shall have five (5) salary steps, with an approximate five percent (5%) differential between each salary step.

As needed competitive marketplace studies will be made which will focus on general salary trends for groups of management, supervisory, and professional positions. Periodically, studies will more specifically include position-by-position comparisons using marketplace and internal relationship data. Depending on the results of these studies, the entire pay grade structure may be adjusted or individual positions may be reassigned to different salary ranges. Such assignment will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

C. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments, including those within a salary range and those made to progress through the pre-determined salary steps, shall be based on performance and require an up-to-date performance evaluation to be considered for a salary adjustment. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The performance review document and the salary adjustment, either within a salary range or to progress through salary steps, recommended by the department head should be forwarded to the City Manager for consideration and final approval.

D. Adjustments based on Management Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression with non-management, supervisory, and

professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

E. Meritorious Performance Adjustment for Management. An employee shall be eligible to receive one (1) merit increase per twelve (12) month period if the employee's performance is deemed to be at a satisfactory level or above. A meritorious performance adjustment would be in addition to any adjustment based on range movement. Such an increase shall be up to five percent (5%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve (12) month period, but not more than once each six (6) month period may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in their position representing an increased value to the City.

2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six (6) month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

F. Special Adjustment for Management. The City Manager may authorize salary adjustments up to ten percent (10%) per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of their classification as determined by the City Manager.

2. Competitive labor market conditions warrant an adjustment.

3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

ATTACHMENT B

GENERAL LEAVE PLAN FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Management, Supervisory, and Professional Employee Group. Regular part- time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive one hundred sixty-one (161) hours of general leave per year. An RPT employee with one (1) year of City service who works twenty-four (24) hours per week will receive one hundred ten and four-tenths (110.4) hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a twenty (20) or thirty (30) hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees
Eligible regular full-time employees shall be entitled to the following annual accrual.

Years of Completed Service	RFT Leave Accrual
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours
20 or more	264 hours

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the ninetieth (90th) day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of seven and sixty-six hundredths (7.66) working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.

E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	Maximum Accrual
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the ninetieth (90th) day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

Years of Complete Completed Service	20-25 hour Leave Accrual	30-35 hour Leave Accrual
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum Accrual	30-35 hour Maximum Accrual
1 through 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours
20 or more	264-330 hours	396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Effective August 2, 2025, the Police Chief will be excluded from the Rollover Leave Bank. When the Police Chief reaches the maximum amount of General Leave credits listed in Section III(E) they will cease earning General Leave credits. Any General Leave Credits remaining in the Police Chief Rollover Leave Bank on August 2, 2025 will be cashed out.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six (6) months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior

approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

A. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

B. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

C. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

D. Medical examination by the City's examining physician may be requested by the Human Resources Department after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head and Human Resources Director or designees based upon medical information supplied by the employee's physician and/or the City's physician.

E. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

F. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

G. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

H. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive workdays for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY

Section VI. General Leave Conversion to Pay does not apply to the Police Chief. Police Chief General Leave Conversion to Pay benefits are outlined in Attachment C. Police Chief Benefits.

By December 1 of each calendar year, eligible employees who want to cash out general leave in the following calendar year, shall make an irrevocable election for general leave buy-back in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may elect up to eighty (80) hours of general leave buy-back.
- For regular thirty (30) to thirty-five (35) hour part-time employees: The employee may elect up to sixty (60) to (70) hours of general leave buy-back.
- For regular twenty (20) to twenty-five (25) hour part-time employees: The employee may elect up to forty (40) to fifty(50) hours of general leave buy-back.
- To be eligible for general leave buy-back, the employee must have used

at least one-half of the vacation time accrued during the twelve (12) month period preceding December.

- Employees must have a minimum of ten (10) days (eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of buy-back.
- Employees must submit their General Leave Buy-Back Request Form to Payroll by the preceding December. This is an irrevocable election by the employee.

For example, to buy back general leave that is accrued in calendar year 2026, a full-time employee must elect by December 1, 2025, the amount of hours they want to buy-back. The employee must have used a minimum of fifty percent (50%) of their accrued general leave between December 1, 2024 and November 30, 2025. Employees must further ensure they will have at least ten (10) days of general leave accruals remaining at the time of the buy-back which will occur in December 2026. The buy-back will be paid out in the last full pay period of December 2026.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay

ATTACHMENT C

POLICE CHIEF BENEFITS

A. LONGEVITY PAY

Regular full-time employees in the classifications of Police Chief are eligible for longevity pay as follows:

Upon commencement of ten (10) years of service – two and one-half percent (2.5%) salary increase.

Upon commencement of fifteen (15) years of service – five percent (5.0%) salary increase.

Upon commencement of twenty (20) years of service – seven and one-half percent (7.5%) salary increase.

Longevity pay is computed on base compensation only. The maximum longevity pay premium is seven and one-half percent (7.5%) of salary for eligible employees.

For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn service in the classifications of Police Officer, Police Corporal, Police Sergeant, Police Lieutenant, Police Commander, Police Captain, and/or similar sworn position; in a public sector agency, including probationary time; and

- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation or other protected leaves per state or federal law.

B. UNIFORM ALLOWANCE

The Police Chief shall receive a uniform maintenance allowance of one hundred dollars ($100.00) per month

C. EDUCATION INCENTIVE PAY

The Police Chief is eligible for the following education incentive pay:

Eligible employees meeting the below listed education requirements will receive an additional five percent (5%) above base salary:

- Bachelor's Degree, in conjunction with the successful completion of the following additional educational program:

    - California Commission on Peace Officer Standards and Training (CA POST) Supervisory Course

Eligible employees meeting the below listed education requirements will receive an additional seven percent (7%) above base salary:

- Bachelor's Degree, in conjunction with the successful completion of the following additional educational program:

    - CA POST Management Course

Eligible employees meeting the below listed education requirements will receive an additional ten percent (10%) above base salary:

- Bachelor's Degree, in conjunction with the successful completion of one (1) of the following additional educational programs:

    - FBI National Academy

    - CA POST Command College

    - Master's Degree, Juris Doctorate or PhD

    - Police Executive Research Forum Senior Management Institute for Police

    - California Police Chief's Association Executive Leadership Institute at Drucker

The City Manager may add equivalent programs to these lists as appropriate.

The Police Chief may only receive compensation for one (1) Education Incentive Program category. The maximum education incentive pay premium is ten percent (10%) above base salary.

D. GENERAL LEAVE CONVERSION TO PAY

Buy-Back: The Police Chief may request to receive pay, or elect equivalent deferral into one of the City sponsored deferred compensation plans within IRS limitations, for up to a total of one hundred sixty (160) hours of General Leave per calendar year [one hundred twenty to one hundred forty (120-140) hours for thirty to thirty-five (30-35) hour employees; eighty to hundred (80-100) hours for twenty to twenty-five (20-25) hour employees] in hourly increments at the current hourly salary rate.

By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year to be paid the first pay period each October, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- Must have a minimum of ten (10) days [eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.

- Must submit their General Leave Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

COMPENSATION AND BENEFIT PLAN

FOR THE

CITY OF NEWARK

CONFIDENTIAL EMPLOYEE GROUP

JULY 1, 2025 THROUGH JUNE 30, 2028

Adopted: June 26, 2025

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ATTACHMENTS

A	Regular Full-Time / Part-Time Classifications
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COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 2025, through June 30, 2028.

II. SALARY INCREASE

A. General Salary Increase:

The salary ranges for all classifications shall be increased as follows:

a. Effective July 1, 2025, salary increase shall be four percent (4.0%)
b. Effective July 1, 2026, salary increase shall be three and one-half percent (3.5%)
c. Effective July 1, 2027, salary increase shall be three and one-half percent (3.5%)

Confidential Group classifications shall be as set forth in Attachment A

B. All active employees employed as of July 1, 2025, shall be eligible to receive an off-salary-schedule lump sum payment of one thousand dollars ($1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

C. In addition to II. B, above, and in recognition of their many years of service, all active employees who have fifteen (15) or more years of service and are employed as of July 1, 2025, shall be eligible to receive an off salary-schedule one-time lump sum payment of one thousand dollars ($1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

III. **HEALTH AND WELFARE PROGRAMS**

A. Medical Insurance

1. The contribution by the City toward monthly premiums for health and welfare programs of Confidential Group employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4 . The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City will consider the impact of such changes before making any modification to the Flexible Benefit Plan.

3. Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

   For Regular, Full-Time and Regular Part-Time Employees working thirty to thirty-five (30-35) hours:

   Employee Only: $932
   Employee + 1 Dependent: $1,862
   Employee + 2 or more Dependents: $2,460

   For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

   Employee Only: $466 - $582
   Employee + 1 Dependent: $931 - $1,164
   Employee + 2 or more Dependents: $1,230 - $1,537

   Effective for the 2026 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

   For Regular Full-Time and Regular Part-Time Employees working thirty to thirty-five (30-35) hours :

   Employee Only: $1,026

Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $513 - $641
Employee + 1 Dependent: $1,025 - $1,281
Employee + 2 or more Dependents: $1,353 - $1,691

Effective for the 2027 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time employees working thirty to thirty-five (30-35) hours:

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $539 - $673
Employee + 1 Dependent: $1,076 - $1,344
Employee + 2 or more Dependents: $1,421 - $1,776

Effective for the 2028 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time employees working thirty to thirty-five (30-35) hours:

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $566 - $707
Employee + 1 Dependent: $1,130 - $1,412
Employee + 2 or more Dependents: $1,493 - $1,866

4. Cash-in-Lieu and Cafeteria Plan Cash Back:
   Regular full time and regular part time thirty to thirty-five (30-35) hour employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred fifty dollars ($450.00) "cash-in-lieu" of benefits, which includes the PEMCHA minimum per Section III. A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

   For Regular Part-Time Employees working thirty to thirty-five (30-35) hours this amount will be three hundred thirty-eight dollars ($338.00) to three hundred ninety-four dollars ($394.00).
   For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty-one dollars ($281.00).

5. All regular full-time employees in the Confidential Group shall receive an allowance of up to hundred dollars ($100) per month intended to be used towards the cost of health care premiums, long-term disability premiums, and/or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Confidential Group shall receive an allowance of up to seventy-five dollars ($75.00) for thirty to thirty-five (30-35) hour employees and up to fifty dollars ($50.00) for twenty to twenty-five (20-25) hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

   i. An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

   ii. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

   iii. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata. To qualify for pro- rata pay, the employee must serve fifty percent (50%) of the working days in the pro-rated month.

B. Life Insurance

The City shall provide fifty thousand dollars ($50,000.00) term life insurance coverage for all Confidential employees. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

C. Short-Term Disability

The City shall continue to offer the State Disability Insurance (SDI) program. Employees shall pay any costs associated with the SDI program.

IV. **ACTING, / SPECIAL ASSIGNMENT, AND BILINGUAL PAY**

A. Acting Pay

Employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.

   Acting assignments that fall within the definition of "out of class assignments" per Gov. Code section 20480 of the Public Employees' Retirement Law (PERL) shall not exceed nine hundred sixty (960) hours in a fiscal year. For purposes of this section an "out of class assignment" is an appointment to an upgraded position or higher classification in a vacant position for a limited duration. For purposes of this section "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence.

2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.

3. Confidential employees will be eligible for premium pay of five percent (5%) over base salary or the bottom of the higher classification, whichever is greater while acting in a higher classification when assigned and prescribed by the department head, with City Manager approval. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

4. For a planned absence, acting pay shall be effective the date the employee assumes the duties of the higher position, provided they are designated in writing by the department head either before or after the employee begins the acting assignment.
5. For an unplanned absence, acting pay shall be paid effective five (5) consecutive working days from the absence, provided that the employee is designated in writing by the department head to the acting assignment. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such

temporary training assignment shall not constitute acting assignment within the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

B. SPECIAL ASSIGNMENT PAY

An employee may be granted special assignment pay when temporarily assigned additional, specialized, or complex duties that are outside or substantially exceed the normal scope of the employee's classification, they require a substantially greater level of responsibility, skill, knowledge, coordination, or accountability; and they do not constitute substantially all of the duties of a higher classification and therefore do not qualify for acting pay.

Special assignment pay may be granted in an amount of five percent (5%) over base salary for the duration of the assignment and requires written approval of the City Manager or designee.

C. Bilingual Pay

The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part- time employees scheduled to work twenty (20) to twenty-five (25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VI. HOLIDAYS

A. Holiday

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time employees within the Confidential Employee Group:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day

- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to department head approval

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

B. The floating holidays must be scheduled and used during the fiscal year.

C. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holidays during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, in the next fiscal year.

D. Holidays shall not be carried over from one fiscal year to another. Upon separation, any unused holiday cannot be converted to cash.

E. Holiday Compensation

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

With the continuation of the nine/eighty (9/80) bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 for the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays in accordance with Section V. above and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

The regular part-time employee's Closed Holiday Credits will be determined by Payroll in the same manner as the full-time employee. The Closed Holiday Credits are prorated according to the actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VII. **BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE**

A. Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, registered domestic partner, sibling, parent, stepparent grandparent, grandchild, grandparent-in-law, parent-in-law, sibling-in-law, child-in-law, of an employee.

A maximum of eighty (80) hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

B. Reproductive Loss Leave

Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee's spouse, or employee's registered domestic partner.

Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve (12) month period.

Regular part-time employees shall be eligible for prorated bereavement and reproductive loss leave in accordance with Section V. above and as listed below:

Work Schedule	Prorated Bereavement and Reproductive Loss Leave
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

VIII. **GENERAL LEAVE**

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family not covered under bereavement leave, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

IX. **CONFIDENTIAL LEAVE**

All regular full-time employees may be granted a maximum of twenty (20) hours of confidential leave with pay each fiscal year. These hours may be allocated to each employee by the employee's direct supervisor with approval by the City Manager.

All part-time employees may be granted confidential leave proportionally to the assigned work hours as allocated by the employee's direct supervisor with approval by the City Manager.

X. **RETIREMENT BENEFITS**

A. Classic Members

1. All regular full-time and regular part-time confidential employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

2. Classic Members shall be provided the two and one-half percent at fifty-five (2.5% at 55) formula in accordance with Government Code Section 21354.4 and the Public Employees' Pension Reform Act of 2013. In addition, Classic Members shall be provided with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan.

3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the two and one-half percent at fifty-five (2.5% at 55) retirement benefit.

4. Additional Contribution Towards Employer Rate

    a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% at 55) formula exceeds ten percent (10.00%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%), all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds sixteen and nine hundred thirty-six thousandths percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the pay plan, if the rate over ten percent (10.00%) decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10% will not be shared under the above formula.

b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan two and one-half percent at fifty-five (2.5% at 55) formula employer actuarial rate increases three percent (3.0%) , each Classic Member would contribute one and one-half percent (1.50%) of their salary to pay towards the employer rate for the retirement benefit.

The City would then be responsible for matching one and one-half percent (1.50%). If during the subsequent years of this pay plan, the rate decreased three percent (3.0%), each Classic Member would no longer contribute the additional one and one-half percent (1.50%) of their salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time confidential employees who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2.0% at 62) plan as required by the Public Employees' Pension Reform Act of 2013.

2. Additional Contribution Towards Employer Rate

a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay .

b. The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%.)

3. The City shall provide the three (3) year average compensation requirement to PEPRA members.

XI. **HOURS OF WORK**

A. Work Schedule

Regular full-time Confidential employees shall work forty (40) hours per week on weekdays on a nine/eighty (9/80) work schedule with alternating Fridays off. The City Manager may revise the standard work schedule upon reasonable notice.

Regular part-time Confidential employees work schedules shall be determined by the Department Head and designated at thirty (30) to thirty-five (35) hours per week or twenty (20) to twenty-five (25) hours per week.

B. Flex Time

Flex time hours will be subject to prior approval of the Department Head.

C. Alternate Work Schedule

Alternatives to the nine eighty (9/80) work schedule will be subject to the approval of the City Manager and Department Head.

D. Holiday Work Schedule

1. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four (4) day furlough. Employees in the Confidential Employee Group will be allowed to use accrued general leave, floating holiday, and/or leave without pay during the furlough. Compensatory time may not be used during the furlough.

2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

3. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

    a. the salary advance is submitted to payroll by June 1 preceding the furlough.

    b. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough, and

c. repayments begin no earlier than July 1 of the impacted calendar year.

4. Salary advances for regular part-time employees may be up to the amount of hours the employee is regularly scheduled to work during non-furlough workweeks. Schedules of twenty (20) to twenty-five (25) hours may receive an advance of sixteen (16) hours pay and schedules of thirty (30) to thirty-five (35) hours may receive an advance of twenty-four (24) hours pay.

XII. **OVERTIME**

Work performed by non-exempt full-time employees and non-exempt regular part-time employees in excess of the forty (40) hour work week shall be considered overtime work.

Confidential employees shall be compensated for authorized overtime at time and one- half the hourly rate in the form of overtime pay. Employees may receive compensatory time off in lieu of overtime pay up to a maximum of eighty (80) hours. An employee who has accrued the maximum number of compensatory hours shall receive overtime pay for any additional overtime hours.

Accrued compensatory time may be used by an employee at their discretion, subject to the approval of the department head.

Accrued compensatory time in each calendar year shall be paid out in the last full pay period of December of that same calendar year. Compensatory time may not be accrued between the date of the end of the last full pay period in December and December 31st. Time worked during that time period will be paid.

A. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime shall receive, upon reporting, a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two (2) hours pay at the overtime rate. If two (2) hours of work is not furnished and the employee is released then called back and returns to work within the same two (2) hour time period, only one (1) minimum shall apply.

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 6:00 p.m. and 6:00 a.m., holidays, or scheduled days off, shall receive, upon reporting, a minimum of three (3) hours work at the overtime rate or if three (3) hours work is not furnished, a minimum of three (3) hours pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same three (3) hour period, only one (1) minimum shall apply.

XIII. **EDUCATIONAL REIMBURSEMENT**

A. Job-related Training

1. The City Manager with a recommendation from the Department Head may authorize reimbursement up to one hundred percent (100%) of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager with a recommendation from the Department Head may authorize reimbursement for up to ten thousand dollars ($10,000.00) of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than five thousand dollars ($5,000.00) dollars during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:

    a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

    b. In the event that employee leaves the City of Newark and does not complete the five-year employment period, employee warrants that they will reimburse to the City all money paid, up to ten thousand dollars ($10,000.00) under the Educational Reimbursement Plan as follows:

        i. One hundred percent (100%) of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.

        ii. Eighty percent (80%) of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.

iii. Sixty percent (60%) of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.

iv. Forty percent (40%) of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.

v. Twenty percent (20%) of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class, taken under the Educational Reimbursement Plan.

vi. After five (5) years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

C. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XIV. **RECREATION BENEFITS**

Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

XV. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES[INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.

2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the City under paragraph 1 shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the City's contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

C. Limitations to Operability

Section XV. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

ATTACHMENT A

REGULAR FULL-TIME/PART-TIME CLASSIFICATIONS

Accounting Technician I Confidential

Accounting Technician II Confidential

Administrative Assistant

Executive Assistant

Human Resources Technician

ATTACHMENTB

GENERAL LEAVE PLAN
FOR CONFIDENTIAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Confidential Employee Group. Regular part-time employees in the Confidential Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive one hundred sixty-one (161) hours of general leave per year. An RPT employee who works twenty-four (24) hours per week will receive one hundred ten and four-tenths (110.4) hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a twenty (20) or thirty (30) hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Eligible Confidential employees shall be entitled to the following annual accrual in accordance with Section II above.

Years of Annual Completed Service	Annual Leave Accrual Full Time	RPT 30-35	RPT 20-25
1 through 9	184 hrs (23 days)	138-161 hrs	92-115 hrs
10 through 14	224 hrs (28 days)	168-196 hrs	112-140 hrs
15 through 19	240 hrs (30 days)	180-210 hrs	120-150 hrs
20 or more	264 hrs (33 days)	198-231 hrs	132-165 hrs

B. General Leave shall be accrued in working hours on a semi-monthly basis.

C. General Leave credits are not earned during periods of unpaid leave. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the ninetieth (90th) day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.6667 hours semi- monthly for the remainder of the first year and as provided in Item A, Section III, above.

Beginning on the ninetieth (90th) day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and shall thereafter accrue prorated General Leave as provided in Item A, Section III above.

E. Maximum Accumulation: General Leave credits may be accumulated according to the following schedule:

Years of Service	FT Max. accrual	RPT 30-35	RPT 20-25
1 - 9	368 hours (46 days)	276-322 hrs	184-230 hrs
10 - 14	448 hours (56 days)	336-392 hrs	224-280 hrs
15 - 19	480 hours (60 days)	360-420 hrs	240-300 hrs
20 or more	528 hours (66 days)	396-462 hrs	264-330 hrs

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

At the time an employee becomes eligible for General Leave, any unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six (6) months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, bereavement, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of

absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the Human Resources Department after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or Human Resources Director or designee based upon medical information supplied by the employee's physician and/or the City's physician.

F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established during the implementation of this program for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave in that fiscal year.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to using further General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY

By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year, shall make an irrevocable election for general leave buy-back in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may elect up to eighty (80) hours of general leave buy-back.
- For regular thirty (30) to thirty-five (35) hour part-time employees: The employee may elect up to sixty (60) to seventy (70) hours of general leave buy-back.
- For regular twenty (20) to twenty-five (25) hour part-time employees: The employee may elect up to forty (40) to fifty (50) hours of general leave buy-back.
- To be eligible for general leave buy-back, the employee must have used at least one-half (0.5) of the vacation time accrued during the twelve (12) month period preceding December.
- Employees must have a minimum of ten (10) days (eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of buy-back.

- Employees must submit their General Leave Buy-Back Request Form to Payroll by the preceding December 1. This is an irrevocable election by the employee.

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

STAFF REPORT

Item D. 4.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Brittney Frye, Human Resources Director
SUBJECT	Adopt a resolution approving a Side Letter of Agreement with the Newark Police Association (NPA) regarding compensation reporting and special assignment pay

SUMMARY AND RECOMMENDATION

The City and the Newark Police Association (NPA) have agreed to clarify several provisions in the current Memorandum of Understanding (MOU) related to uniform allowance, canine maintenance allowance, bilingual assignment pay, and special assignment pay.

The proposed changes are primarily administrative. They clarify that certain annual compensation amounts are paid over the City's twenty-six biweekly pay periods, rather than describing those amounts as monthly payments. The changes do not reduce or increase the annual compensation employees currently receive.

The proposed side letter also updates the special assignment pay section to clearly identify eligible assignments for compensation reporting purposes.

Staff recommends that the City Council adopt a resolution approving the proposed Side Letter of Agreement between the City and NPA.

BACKGROUND

The City recently reviewed certain NPA compensation provisions following a California Public Employees' Retriement System (CalPERS) compensation compliance review. The review identified that several compensation items were described in the MOU as monthly payments, though the City administers payroll on a biweekly basis. To improve clarity and support accurate compensation reporting, the proposed side letter restates these benefits as annual amounts to be prorated over twenty-six biweekly pay periods.

The affected provisions include the uniform allowance, canine maintenance allowance, and bilingual assignment pay.

The City also reviewed the MOU's special assignment pay provisions. CalPERS

advised that eligible special assignments should be expressly identified in the applicable labor agreement for compensation reporting purposes.

DISCUSSION/ANALYSIS

The proposed Side Letter revises the MOU to state the affected uniform, canine maintenance, and bilingual assignment pay provisions as annual amounts that will be prorated over twenty-six biweekly pay periods. These revisions align the MOU language with the City's payroll practices and CalPERS reporting requirements.

The proposed side letter also updates and clarifies the special assignments eligible for special assignment pay. The revised language adds two assignments previously approved by the Police Chief: (1) Recruiting and (2) Strategic Policing Unit; replaces the Motor assignment with the Traffic designation; removes one obsolete title: School Liaison Officer (the current title of School Resource Officer will remain listed) and removes one obsolete assignment: Special Enforcement Team.

These amendments are intended to improve clarity and align the MOU with CalPERS compensation reporting requirements and the City's biweekly payroll practices. The proposed language has been reviewed and approved by CalPERS as well as NPA. The amendments do not change the annual value of the affected compensation items.

FISCAL IMPACT

There is no direct fiscal impact associated with approving the side letter. The amendments do not increase the annual compensation amounts currently provided under the MOU.

STRATEGIC PRIORITY AREA

Boost Financial Resilience and Excellence in Service Delivery

REVIEW AND APPROVAL

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

Attachments

Resolution NPA Side Letter
Side Letter of Agreement NPA
NPA Memorandum of Understanding

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF NEWARK AND THE NEWARK POLICE ASSOCIATION REGARDING COMPENSATION REPORTING AND SPECIAL ASSIGNMENT PAY

WHEREAS, the City of Newark and the Newark Police Association ("NPA") entered into a Memorandum of Understanding effective July 1, 2025, through June 30, 2028, governing wages, hours, and other terms and conditions of employment for employees represented by NPA; and

WHEREAS, following a California Public Employees' Retirement System ("CalPERS") compensation compliance review, the City reviewed certain provisions of the Memorandum of Understanding related to uniform allowance, canine maintenance allowance, bilingual assignment pay, and special assignment pay; and

WHEREAS, the City and NPA have agreed to revise the applicable provisions to state the annual compensation amounts and clarify that the amounts will be prorated over twenty-six biweekly pay periods in accordance with the City's payroll practices and CalPERS compensation reporting requirements; and

WHEREAS, the City and NPA have met and conferred and agreed to update the special assignment pay provisions by adding two assignments previously approved by the Police Chief: (1) Recruiting and (2) Strategic Policing Unit; replacing the Motor assignment with the Traffic designation; removing the obsolete title of School Liaison Officer (the current title of School Resource Officer will remain), and removing one obsolete assignment: Special Enforcement Team.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Side Letter of Agreement between the City of Newark and the Newark Police Association regarding compensation reporting and special assignment pay is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Side Letter of Agreement, in a form approved by the City Attorney, and to take such further actions as may be necessary to implement its terms and effectuate the intent of this Resolution.

City of Newark
NEWARK california

Human Resources Department
37101 Newark Boulevard
Newark, CA 94560

To: Newark Police Association (NPA) Executive Board

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

Subject: Side Letter of Agreement Between the City of Newark and the Newark Police Association Regarding Compensation Reporting and Special Assignment Pay

Date: September 10, 2026

This side letter of agreement is entered into by and between the City of Newark ("City") and the Newark Police Association ("NPA") to amend and clarify certain provisions within the Memorandum of Understanding ("MOU") covering the periods of July 1, 2022, through June 30, 2025 and July 1, 2025, through June 30, 2028.

The purpose of this Side Letter is to:

1. Align the payment frequency of certain compensation items with the City's biweekly payroll cycle and CalPERS reporting requirements; and

2. Clarify eligible special assignment pay language for CalPERS reporting purposes.

Background
The City recently received a determination from CalPERS related to a compensation compliance review. During the review, CalPERS identified that Uniform Allowance was being paid semi-monthly rather than on the same biweekly schedule as employees' regular payroll periods. Although employees received the correct annual compensation amounts, CalPERS advised that reportable compensation must be paid consistently with the employer's established payroll cycle.

In response, the City conducted a broader review of applicable compensation provisions and determined that Uniform Allowance, Bilingual Pay, and other applicable compensation items should be revised to reflect payment over twenty-six (26) biweekly pay periods rather than twenty-four (24) semi-monthly pay periods. These changes do not reduce or otherwise alter the annual compensation employees receive; they only modify the frequency and payroll distribution method.

Additionally, CalPERS advised the City that special assignment pay must be expressly identified in the MOU to qualify as pensionable compensation. During the City's review of current assignments, the Traffic Sergeant assignment was identified as the only active special assignment not specifically listed in the MOU. This Side Letter clarifies that assignment accordingly.

Agreement
The parties agree that the following subsections shall be amended as set forth below.

VIII. UNIFORM ALLOWANCE

A. Police Officer, Police Sergeant, Community Service Officer, Animal Control Officer, and Vehicle Abatement Officer

1. Upon appointment to the classification of Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer, a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform and equipment up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer. Reimbursement shall be made upon receipt of evidence of purchase.

~~2.~~ Upon completion of twelve (12) months of continuous active employment or upon reinstatement, Police Officers, ~~and~~ Police Sergeants, Community Service Officers, Animal Control Officers, and Vehicle Abatement Officers shall receive an annual ~~monthly~~ uniform allowance of one thousand two hundred dollars ($1,200.00). This allowance shall be prorated on a biweekly basis.

[3.]

~~3.[4.] Upon completion of 12 months of continuous active employment or upon reinstatement, Community Service Officers, Animal Control Officers, and Vehicle Abatement Officers shall receive a monthly uniform allowance of $100.~~

4.[5.] If the employment of a Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer is terminated before completion of the probationary period or eighteen (18) months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to Provision VII.A.~~3~~2.above shall be returned to the City.

B. Public Safety Dispatchers, Public Safety Dispatch Supervisors, Public Safety Clerks, Property and Evidence Technicians and Police Records and Evidence Supervisors

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

2. Upon completion of twelve (12) months of continuous active employment or upon

reinstatement, Public Safety Dispatchers, Public Safety Dispatch Supervisor, Public Safety Clerks, Property and Evidence Technicians, and Police Records and Evidence Supervisors shall receive an annual ~~monthly~~ uniform allowance of five hundred forty dollars ($540.00 ~~$45~~). This allowance shall be prorated on a biweekly basis.

XXIII. SPECIAL ASSIGNMENT PAY

A. Police Officers assigned as Field Training Officers to train Police Officers or Police Reserves shall receive a five percent (5%) of top Police Officer pay step base salary differential, which shall not affect the amount of holiday in lieu or educational incentive pay received while performing Field Training Officer duties.

B. Public Safety Dispatchers formally assigned by the Police Chief to train other Public Safety Dispatchers as part of a formalized departmental training program shall receive a five percent (5%) salary increase during such assignment, which shall not affect the amount of holiday-in-lieu pay received while performing Public Safety Dispatcher training duties. Public Safety Dispatchers are not eligible for this salary increase when acting as Public Safety Dispatch Supervisor and receiving acting pay for that assignment.

C. Employees assigned in writing by the Police Chief to perform the duties of a higher classification on an "acting" basis shall receive a five percent (5%) salary increase for hours worked from the first day of the acting assignment. In the event an employee in an acting assignment is absent from work because of illness or injury, the City may terminate the acting assignment.

D. Police Officers and Sergeants assigned by the Police Chief to one of the following special duty assignments shall receive special assignment pay of five percent (5%) of base compensation per month:

- ~~School Liaison Officer~~
- School Resource Officer
- Professional Standards and Training Officer
- Detective
- Canine Handler
- ~~**Motor**~~
- Traffic
- Recruiting
- ~~Special Enforcement Team~~Strategic Policing Unit
- Any other position approved by the Police Chief

E. Police Officers who are assigned as Canine Handlers will also receive a maintenance allowance of one thousand two hundred dollars ($1,200.00) ~~per month~~annually, which shall be prorated on a biweekly basis and will be treated as salary. The maintenance allowance is intended to cover expenses that are incurred as a direct result of housing the animal at the Officer's residence. These expenses include, but are not limited to, yard/interior home spraying, carpet cleaning, and general maintenance of the property to ensure the dog's safety and well-being.

F. Employees represented by the Association will receive bilingual assignment pay of one thousand two hundred dollars ($1,200.00) ~~per month~~ annually. This pay shall be prorated on a biweekly basis. Eligibility for bilingual assignment pay shall be made subject to the following conditions and in accordance with Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:

1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.
2. Eligible languages will be determined by the City.
3. Employees must be in a classification that brings them into regular contact with the general public.
4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

This side letter will become effective upon approval by the City Council and shall remain in effect for the duration of the MOU.

Dated: _____

For the City of Newark:

_____
David J. Benoun, City Manager

For the Newark Police Association:

_____
Steven Losier, NPA President

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Memorandum of Understanding

Between City

of Newark and

Newark Police Association

July 1, 2025

Through

June 30, 2028

Adopted
June 26, 2025

Resolution Nos.11758 , 11764, 11836

Docusign Envelope ID: 9E0332E1-77E9-4C6B-B199-CAC75D9A582A

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ATTACHMENTS

A	Regular Full-Time / Part-Time Classifications
B.	Salary Schedules

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE ASSOCIATION

I. TERM

This agreement shall be in effect from July 1, 2025 through June 30, 2028.

II. REPRESENTATION

The City recognizes the Newark Police Association (NPA), hereinafter referred to as the "Association," as the majority representative for regular full-time employees in the sworn classifications and full-time and regular part-time non-sworn classifications listed in Attachment A, pursuant to Employer-Employee Relations Resolution No. 1833.

III. DEFINITIONS

For purposes of this Memorandum of Understanding, unless the context otherwise requires, the following definitions in this Agreement shall apply:

A. “Base Hourly Rate.” The term “base hourly rate” shall mean the hourly compensation rate for regular full-time and part-time classifications, excluding benefits.

B. "Employees". The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Newark Police Association.

C. "Employer". The term "employer" shall mean the City of Newark.

D. "Employee Contributions." The term "employee contributions” shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

E. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical and dental premiums as a before-tax conversion of salary.

F. "Non-sworn." The term "non-sworn" refers to those personnel occupying the classifications of Animal Control Officer, Community Service Officer, Public Safety Clerk, Police Record Supervisor, Public Safety Dispatcher, Public Safety Dispatch Supervisor, Vehicle Abatement

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Officer, Property and Evidence Technician, and Red Light Photo Enforcement Technician.

G. "Sworn". The term "sworn" refers to personnel occupying classifications of Police Sergeant or Police Officer.

H. “Reinstatement.” In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term “reinstatement” for purposes of this MOU shall apply to full-time sworn personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within one year of their separation date.

I. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the City of Newark under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000 et seq.).

J. “Regular Part-Time Employees.” The term “regular part-time employees” shall mean those employees of the City of Newark who are scheduled to work less than 40 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as “regular part-time”.

K. "Wages". The term "wages" shall mean the compensation paid to employees covered by this Agreement.

L. “Alternative Work Schedule” shall mean any schedule that differs from the five day, eight hours per day, 40-hour per week schedule.

M. “Four-Ten Work Schedule” shall mean a four-day, ten hours per day, 40 hours per week work schedule in a seven day work schedule.

N. “3/12 ½ Work Schedule” shall mean a work schedule for full-time Public Safety Dispatchers, and Public Safety Dispatch Supervisors, that equates to 40- hours per week in a 28-day work cycle. Typically, a Public Safety Dispatcher / Public Safety Dispatch Supervisor assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

O. “160-Hour Work Schedule” shall mean a work schedule for sworn personnel that equates to 40-hours per week in a 28-day work cycle. Typically, a sworn employee assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

P. “28-Day Work Cycle” for sworn personnel means the Fair Labor

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Standards Act work cycle of 28-continuous calendar days as established by the Payroll Office.

Q. "A Shift" means the scheduled work hours of 6:00 a.m. to 6:30 p.m.

R. "B Shift" means the scheduled work hours of 6:00 p.m. to 6:30 a.m.

S. "C Shift" means the scheduled work hours of 1:30 p.m. to 2:00 a.m.

IV. LABOR MARKET

The following agencies comprise the designated labor market for the purpose of total compensation survey comparisons: Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

V. SALARY INCREASE

A. Total Compensation Data

For discussion purposes only, either party may prepare a total compensation survey that includes the following data points within the established labor market. All data gathered shall be based on currently available wages and benefits for new PEPRA employees:

1. Top step base salary.
2. That portion of the employee's PERS contribution that is paid by the employer (employee contributions to the employer's PERS costs shall be reflected as a negative number).
3. The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.
4. The maximum amount paid by the employer for educational achievements or POST certificates.
5. The maximum number of holiday hours or holiday pay provided by the employer.

B. General Salary Increase

The salary ranges for all classifications represented by the Association shall be increased as follows:

1. Effective July 1, 2025, the salary increase shall be four percent (4%).
2. Effective July 1, 2026, the salary increase shall be three and one-half percent (3.5%).
3. Effective July 1, 2027, the salary increase shall be three and one-

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half percent (3.5%).

C. One-time Supplemental First Responder Base Wage Adjustments

On a one-time basis and during the term of this Agreement these identified classifications (Police Officer, Police Sergeant, Public Safety Dispatcher and Public Safety Dispatch Supervisor) shall receive the following supplemental increases in addition to the increase identified in the General Salary Increase section above:

1. Effective July 1, 2025, the supplemental salary increase shall be three percent (3.0%).
2. Effective July 1, 2026, salary increase shall be one and one-half percent (1.5%).
3. Effective July 1, 2027, salary increase shall be one and one-half percent (1.5%).

VI. HEALTH AND WELFARE PROGRAM

A. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.

C. Effective for the 2025 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $466-$582

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Employee + 1 Dependent: $931-$1,164
Employee+ 2 or more Dependents: $1,230-$1,537

Effective for the 2026 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $1,026
Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $513-$641
Employee + 1 Dependent: $1,025-$1,281
Employee+ 2 or more Dependents: $1,353-$1,691

Effective for the 2027 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $539-$673
Employee + 1 Dependent: $1,076-$1,344
Employee+ 2 or more Dependents: $1,421-$1,776

Effective for the 2028 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $566-$707
Employee + 1 Dependent: $1,130-$1,412
Employee+ 2 or more Dependents: $1,493-$1,866

D. Cash Back / Cash-in-Lieu of Benefits:

1. Cash-In-Lieu: Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 per month "cash-in-lieu" of benefits, which includes the PEMHCA minimum per section A above.

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2. Cafeteria Plan Cash-Back: Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to $450 per month of any money not used for the purchase of employer offered benefits.

3. Any "cash-in-lieu" and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

4. For Regular Part-Time Employees working 30-35 hours the "cash-in-lieu" and "cash back" amount will be $338-394. For Regular Part-Time Employees working 20-25 hours the "cash-in-lieu" and "cash back" amount will be $225-281.

E. City and Association agree that in the event of any additional federal or state mandates requiring employer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and its impact on total compensation.

F. The City shall provide to each bargaining unit member, at no cost to the bargaining unit member, a $50,000 life insurance policy.

G. Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatics facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatics Center free of charge.

VII. UNIFORM ALLOWANCE

A. Police Officer, Police Sergeant, Community Service Officer, Animal Control Officer, and Vehicle Abatement Officer

1. Upon appointment to the classification of Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer, a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform and equipment up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer. Reimbursement shall be made upon receipt of evidence of purchase.

2. Upon completion of 12 months of continuous active employment or

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upon reinstatement, Police Officers and Police Sergeants shall receive a monthly uniform allowance of $100.

3. Upon completion of 12 months of continuous active employment or upon reinstatement, Community Service Officers, Animal Control Officers, and Vehicle Abatement Officers shall receive a monthly uniform allowance of $100.

4. If the employment of a Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer is terminated before completion of the probationary period or 18 months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to Provision VII.A.3.above shall be returned to the City.

B. Public Safety Dispatchers, Public Safety Dispatch Supervisors, Public Safety Clerks, Property and Evidence Technicians and Police Records Supervisors

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

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

VIII. VACATION LEAVE

A. Beginning on the 90th day of employment, regular full-time sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time sworn employees shall be credited with 22.5 hours of vacation leave and shall thereafter accrue vacation leave at the rates provided in Section C below for sworn employees.

B. Beginning on the 90th day of employment, regular full-time non-sworn employees shall be eligible to earn vacation leave. Upon completion of

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said period of service, regular full-time non-sworn employees shall be credited with 20 hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided in Section C below for non-sworn employees.

C. Vacation leave entitlement for regular full-time employees following completion of 90 days of continuous service is listed below.

1. Eligible sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 7.5 hours per month.

2. Eligible non-sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 6.67 hours per month.

3. Eligible sworn and non-sworn employees during their fifth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of ten (10) hours per month.

4. Eligible sworn and non-sworn employees during their tenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 13.34 hours per month.

5. Eligible sworn and non-sworn employees during their fifteenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 14.667 hours per month.

6. Eligible sworn and non-sworn employees during their twentieth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 16.67 hours per month.

D. Regular full-time employees who separate from City service after 90 days of continuous service shall be paid for that part of their vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to completion of a 90 day employment period shall not be entitled to compensation for vacation leave, as none has been accrued.

E. Upon separation from the City, a regular full-time employee will receive prorated vacation credit if the employee is actively at work or on a leave with pay for at least fifteen (15) calendar days during a month to accrue credit for that month.

F. The Police Chief shall set the shift work schedules no later than October

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1st in the calendar year of the bid for the following year's schedule. The NPA shall coordinate the bids for shift and the bids for vacation as soon as possible after the work schedules are set. Shift and vacation schedules must be completed and submitted to Police administration by November 15 preceding implementation of the new work schedules. Any bids not completed or submitted will be determined at the sole discretion of the Police Chief.

G. It is the mutual understanding and intent of both parties that the term "vacation" for the purpose of determining when the employee is away from work includes the employee's days off preceding and following their regularly assigned shift (e.g. If the employee works Friday through Sunday, then the employee is considered on vacation from the Monday-Thursday of the preceding week and from Monday-Thursday of the following week.) The City will not schedule a payback day or training day within this vacation period. This provision only applies to two vacation periods designated by the employee during the annual vacation selection process. Any member selecting a vacation consisting of three (3) or more consecutive workweeks will have the option to satisfy their payback day utilizing accrued paid time off to complete their work assignment for the FLSA work period. This provision does not affect the City's ability to ensure proper staffing in the event of an emergency. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause, including unplanned tactical operations. The Association and City agree that every attempt will be made for payback days to be scheduled to coincide with the employees' normal workweek. However, if that is not possible the City may assign the payback day as needed.

H. Regular part-time employees, upon completion of 90 days of continuous active service shall be eligible to accrue vacation leave hours each month as follows:

	20-25 Hour Work Schedule	30-35 Hour Work Schedule
Less than 5 years of service	3.33 – 4.16	5.00 – 5.83
During the 5th & following	5.00 – 6.25	7.50 – 8.75
During the 10th & following	6.67 – 8.33	10.00 – 11.67
During the 15th & following	7.33 – 9.16	11.00 – 12.83
During the 20th & following	8.33 – 10.41	12.50 – 14.58

Effective July 1, 2010, proration of RPT vacation leave will be based on actual hours worked or budgeted to work. For example, an RPT

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employee with one year of City service who works 35 hours per week will receive 5.836 hours of vacation per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

An eligible employee must be at work or on a leave with pay for at least one half of the regularly scheduled work days in a month to accrue vacation leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized work days.)

Regular part-time employees who separate from City service after 90 days of continuous active service shall be paid for accrued but unused vacation leave at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular part-time employees who terminate from City service prior to working 90 days of continuous active service shall not be entitled to compensation for vacation leave, as none has been accrued.

I. A regular full-time employee must be at work or on compensated leave for at least 80 hours during a month to accrue vacation credit for that month. It is understood by the City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must chargeaccrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

J. The maximum accumulation of vacation leave hours will be limited to two times the employee's annual accrual. The City Manager shall have the authority to allow an employee to exceed this maximum accumulation for 30 days.

K. Effective July 1, 2017, upon using one-half of the vacation time accrued during the 12-month period from July 1 through June 30, a regular full-time employee may request to receive pay for up to a total of sixty (60) hours per fiscal year of vacation, forty-five (45) to fifty-two and a half (52.5) hours for 30-35 hour employees, and thirty (30) to thirty-seven and a half (37.5) hours for 20-25 hour employees in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week (40 hours) remaining in the employee's vacation bank after the conversion. Requests for vacation buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15.

By December 1 of each calendar year, eligible employees who want to cash out accrued vacation leave in the following calendar year shall

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make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: The employee may cash out up to 80 hours of vacation.
- For regular 30-35 hour part-time employees: The employee may cash out up to 60-70 hours of vacation.
- For regular 20-25 hour part-time employees: The employee may cash out up to 40-50 hours of vacation.
- To be eligible to cash out, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December.
- Employees must have the equivalent of one regular work week remaining in vacation accruals at the time of cash out.
- Employees must submit their Vacation Buy-Back Request Form to Payroll by December 1.
- This is an irrevocable election by the employee.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the vacation buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the vacation buy-back program.

IX. SICK LEAVE

A. Purpose

The purpose of sick leave is to allow regular full-time and regular part-time employees who are ill or injured to remain absent from work with pay, within the limitations of this section. Sick leave is granted to a full-time or part-time employee to recover from illness or injury so as to be physically able to return to work. Employees may also use sick leave to care for their sick children, siblings, parents, or spouse / domestic partner. Sick leave may be utilized for any leave covered under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

B. Accrual

1. Regular full-time employees may accrue sick leave with pay at the rate eight hours per month for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of eight (8) hours per calendar month to a total of not more than 960 hours.

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2. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90th day of employment, the employee shall receive sick leave credit of 24 hours.

3. A full-time employee must be at work or on compensated leave for at least 80 hours during a calendar month to accrue sick leave, retirement, and/or any benefits or awards relating to or contingent upon completion of a specified period of employment or length of service. It is understood by City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

4. Regular part-time employees, beginning on the 90th day of employment, shall be eligible to accrue and use sick leave with pay at the following rates and to the following maximums:

Work Schedule	Monthly Accrual Rate	Maximum Accrual
20 - 25 hrs/week	4-5 hours	480-600 hours
30 - 35 hrs/week	6-7 hours	720-840 hours

Effective July 1, 2010, proration of RPT sick leave will be based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of sick leave per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

Regular part-time employees must be actively at work or on leave with pay for at least one half the regularly authorized work days in a month to accrue sick leave credits for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

Retirement Service Credit

Retirement service credit accounts have been established for each regular full-time and regular part-time employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to sworn and non-sworn employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules and Regulations but

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may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 960 hours for full-time employees, 720-840 hours for 30-35 hour part-time employees, and 480-600 hours for 20-25 hour part-time employees shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

Individuals with less than 960 hours, 720 hours, or 480 hours as applicable accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1982 to be placed in the retirement service credit account. However, once placed in the retirement service credit account, it can be used only for retirement service credit and cannot be withdrawn from that account.

D. Administration of Sick Leave

1. Whenever possible, employees will make medical and/or dental appointments during off-duty time. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an illness or injury during off-duty time, with the approval of the Department Head, the employee may charge time off for the medical and/or dental appointment to sick leave.

2. In order to receive compensation while absent on sick leave, the employee shall notify their immediate superior or other competent authority as soon as practicable, preferably prior to the time set for beginning their daily duties. The employee must submit an application for sick leave showing such information as required by the Police Chief. Such applications shall be factually correct. The Police Chief may make such investigations as they feel necessary and may require supplemental information from the employee.

3. A sworn employee may charge sick leave for the difference between workers' compensation temporary disability payments and their full salary, until such time as a medical examiner certifies that the employee's condition has become permanent and stationary and that the employee is permanently precluded from performing the substantial range of the job duties performed by the employee at the time of industrial injury.

4. Where non-sworn employees receive workers' compensation salary continuation benefits, and where sick leave is approved, the City shall pay the non-sworn employee their full salary excluding there from the employee's workers' compensation benefits. The non-sworn employee's sick leave entitlement shall be charged on a pro rata basis.

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5. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the Police Chief may require the employee to furnish a certificate from a licensed doctor of medicine, chiropractic medicine or ostheopathy or the employee's choice, who has examined the employee, so that the employee's condition and ability to return to work may be ascertained. In any case and at any time, the Police Chief may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and/or continue work.

6. Whenever the Police Chief has reasonable cause to believe that an eligible employee's condition of health is affecting or could affect the employee's ability to work, the Police Chief may require the employee to submit to an examination by a licensed physician selected by the City. If the physician determines that the eligible employee should not be undertaking certain duties required by their position classification, the Police Chief may require the employee to use accrued sick leave until sufficiently recovered to return to work.

7. Absence for illness may not be charged to sick leave not already accumulated by the employee.

8. An eligible employee absent from duty due to illness or injury who has been performing outside employment authorized by the Police Chief shall refrain from working at the outside employment until they are fully recovered from the illness or injury, unless specific approval is obtained from the Police Chief, or designee, to continue outside employment.

X. PERSONAL LEAVE

Regular full-time employees (prorated for regular part-time employees) may convert a maximum of the equivalent of one (1) work day (e.g., 8, 10, or 12.5 hours, dependent upon regularly assigned schedule) of sick leave to personal leave during each fiscal year. For example, a regular part-time employee who is scheduled to work 35 hours per week and works 12 hour shifts may convert a maximum of 10.5 hours of sick leave to personal leave during the fiscal year.

Effective July 1, 2006, all non-sworn regular full-time employees represented by the Association shall be granted a maximum of two (2) hours of personal leave with pay each fiscal year. All non-sworn regular part-time employees represented by the Association shall be granted a maximum of one (1) hour of personal leave with pay each fiscal year.

Effective July 1, 2008, In recognition of the unique work requirements that are specific to Dispatch employees that include but are not limited to; urgency conditions that interrupt schedules, loss of premium pay due to unscheduled

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absences, dispatch employees will receive 10 hours of personal leave to be used only on the 10 hour payback day and after advanced scheduling and approval of the manager. Hours must be used during the fiscal year or they will be forfeited.

XI. OTHER LEAVES

A. Military Leave

Employees represented by the Association shall be entitled to military leave and leave of absence without pay as specified in the City's Personnel Rules and Regulations.

Any Association employee who is required to be absent from their employment as the result of military obligations; i.e., military leave, shall be paid by City at the regular rate of pay to a maximum leave period of thirty (30) consecutive calendar days (or up to 172 hours) in any fiscal year while so absent. Employees are required to use accrued leave for all absences due to voluntary military duty. See section XXI for additional military benefits.

B. Jury Duty

1. Regular full-time employees summoned to jury duty may be absent from duty provided that a copy of the summons is submitted to the employee's supervisor prior to jury duty and the employee is selected to serve on a jury.

2. Jury duty is based on an eight-hour day. If the employee’s regularly scheduled shift is over eight (8) hours, the employee may use accrued leave to cover the rest of their shift, or return back to work and complete the rest of their shift. Employees shall not receive any overtime or compensatory time for jury duty occurring on a regularly scheduled day off.

3. Upon approval of the Police Chief, an employee assigned to shift duty may be rescheduled to day shift if the Jury Commissioner will not excuse the employee, and the employee is selected to serve on a jury. Rescheduling will only be considered if the employee has submitted the Chief's letter requesting that the employee be excused to the Jury Commissioner.

4. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, who are summoned to jury duty and required to serve, may be absent from duty with pay as follows:

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Authorized Work Schedule	Pay
20 - 25 hrs/week	4 hours of pay per day
30 - 35 hrs/week	6 hours of pay per day

5. Those sworn and non-sworn regular full-time personnel who are officially notified to be summoned to jury duty, and are scheduled to work beyond midnight, shall not return to work for a minimum of 9 hours after serving jury duty.

C. Bereavement & Reproductive Loss Leave

1. Regular full-time employees represented by the Association may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, domestic partner, sibling,parent, parent-in-law, grandparent, grandchild, parent-in-law, grandparent-in-law, sibling-in-law, or child-in-law of an employee in order that the employee may attend last rites and attend to any pressing matters resulting from the death.

   A maximum of 80 hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

2. Reproductive Loss Leave

   Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, unsuccessful assisted reproduction, failed adoption, or failed surrogacy of the employee, employee's spouse, or employee's registered domestic partner.

   Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve (12) month period.

3. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, shall be eligible for prorated bereavement and reproductive loss leave. Regular part-time employees shall be eligible for prorated bereavement leave based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive up to a maximum of thirty-five (35) hours of bereavement or reproductive

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loss leave per reproductive loss event. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for the proration. Bereavement and reproductive loss leave will be prorated as follows:

Work Schedule	Prorated Bereavement and Reproductive Loss Leave
20 - 25 hrs/week	up to a maximum of 20-25 hours
30 - 35 hrs/week	up to a maximum of 30-35 hours

XII. HOLIDAYS

A. Regular full-time employees in the classifications of Police Officer, Police Sergeant, Public Safety Dispatcher, and Public Safety Dispatch Supervisor, shall receive as compensation in- lieu of holidays an amount equal to 7% of their current base pay step, which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 7% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except their current base pay step.

B. During the term of this agreement the classifications of Animal Control Officer, Community Service Officer, Police Records Supervisor, Property and Evidence Technician, Public Safety Clerk, Red Light Photo Enforcement Technician, and Vehicle Abatement Officer shall be eligible for the following holidays:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr., Day
- Third Monday in February, President's Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Last work day before Christmas
- December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to Department Head approval.

The floating holidays must be scheduled and used during the fiscal year. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash. An employee must be employed in a covered classification by January 1st to be eligible for the floating holidays.

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C. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on the second day of two consecutive scheduled days off, the day following the days off shall be observed. When a holiday falls on the first day of two consecutive scheduled days off, the day preceding the days off shall be observed.

D. When a regular full-time employee who receives holiday-in-lieu pay is assigned to a light duty assignment on a 40-hour per week work schedule, said employee shall continue to receive holiday-in-lieu pay and will be required to work on holidays that occur during the work week.

E. The proration of holiday-in-lieu pay for regular part- time (RPT) employees in the classification of Public Safety Dispatcher or Public Safety Dispatch Supervisor will be based on actual hours worked or budgeted to work. For example, an RPT employee who is budgeted to work 35 hours per week will earn a prorated amount of holiday-in-lieu compensation based on a 35 hour per week work schedule. The in-lieu compensation factor shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except their regular pay.

F. Regular full-time employees represented by the Association who are assigned to work an alternative work schedule but who are not eligible for holiday-in-lieu pay will receive eight (8) hours of holiday leave for each official holiday set forth in the MOU. (Holiday leave is defined as an eight (8) hour day). The employee will receive eight hours of holiday pay at the straight time hourly rate and the additional hours to complete the shift must be charged to accrued vacation, comp time, or holiday comp time leave. When an employee works on a holiday or a holiday falls on a regularly scheduled day off the employee shall accrue eight (8) hours of holiday comp time (HCT). On the June 30 pay check, any unused holiday comp time (HCT) in excess of 26 hours will be paid to the employee at the straight time hourly rate in effect in June of that year. Those employees that utilize the holiday leave in observance of the holiday shall either utilize accrued vacation, compensatory time off, or holiday comp time for the remaining two (2) hours of their scheduled shift, or with the consent of their department, flex their work schedule during the same workweek as the holiday and work an additional two (2) hours at straight time.

XIII. PAY UPON PROMOTION

In the case of promotions to classes covered by this memo, the City agrees to pay the promoted employee a minimum of 5% above the top step of the range from which they were promoted.

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XIV. CERTIFICATE INCENTIVE PAY

The City shall provide the following Certificate Incentive Pay for personnel represented by the Association who receive a California P.O.S.T. Intermediate or Advanced Certificate.

The effective date for payment of Certificate Incentive Pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of Certificate Incentive Pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

A. Certificate Incentive Pay for Police Officer and Police Sergeant will be:
P.O.S.T. Intermediate Certificate 5% of base hourly pay rate per month
P.O.S.T. Advanced Certificate 10% of base hourly pay rate per month

B. Certificate Incentive Pay for Public Safety Dispatcher and Public Safety Dispatch Supervisor will be:
P.O.S.T. Intermediate Certificate 3.5% of base hourly pay rate per month
P.O.S.T. Advanced Certificate 7% of base hourly pay rate per month

XV. OVERTIME

A. Regular Full-time Employees

Overtime for all regular full-time employees shall be defined as that time worked in excess of the regularly assigned shift. Overtime shall be paid for actual hours worked when an employee's overtime hours are consecutive with the beginning or end of their regular shift. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

B. Regular Part-time Employees

Overtime for all regular part-time employees shall be defined as that work performed in excess of twelve and one-half (12.5) hours in a workday or forty (40) hours of actual work in a scheduled workweek. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

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C. Compensatory Time Off

Accumulation of compensatory time off shall be limited to 160 hours and shall only be available in accordance with federal regulations implementing the Fair Labor Standards Act. When an employee reaches the maximum accumulation of 160 hours, the employee shall receive overtime pay for time worked in excess of the regularly assigned shift.

The maximum accumulation of compensatory time off shall be 220 hours. All compensatory time off accruals and compensatory time off elected for cash out count toward the 220 hours limit.

1. Voluntary Election to Cash Out Compensatory Time Off

By December 1 of each calendar year, eligible employees may voluntarily and irrevocably elect to cash out compensatory time in the following calendar year, all compensatory time earned during the applicable calendar year and remaining at the end of that calendar year will be cashed out in the last full pay period of the calendar year. Should the employee transition outside of NPA, the irrevocable election remains in place for the calendar year.

Each year the employee will have the option to elect to irrevocably cash out compensatory time for the subsequent calendar year.

The City makes no representations as to the tax counsequences of an employee cashing out accrued leave or the compensatory time cash out program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave.

2. Non-election of Compensatory Time Off Cash-Out

If an employee does not irrevocably elect to cash out compensatory time in the following calendar year, the compensatory time leave accrued in that calendar year will be credited to the employee’s compensatory time off account until the compensatory time off account is credited to the maximum accrual amount. Unused compensatory time will carry over from one calendar year until the next is exhausted. Should the employee transition outside of NPA, the subsequent MOU provisions of the new employee group will apply to any remaining compensatory leave. Upon separation from City service, all earned compensatory time will be paid in cash.

D. Compensatory Time Off for School Resource Officers

School Resource Officers work a 9 hour day, 45 hours per week schedule and therefore, accumulate 5 hours of compensatory time per week. If a

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School Resource Officer works the standard 9 hour day, 45 hours per week schedule, the accumulation of compensatory time off shall be limited to 320 hours. At the termination of an assignment as a School Resource Officer, a plan shall be developed with the Officer to reduce the compensatory time leave balance to 160 hours within six months from the end of the assignment. If a School Resource Officer elects to work an alternative schedule (e.g., a 4/10 or a 9/80 work schedule), then the accumulation of compensatory time off shall be limited to 160 hours.

E. Call-Back Minimum

1. Regular full-time and regular part-time employees shall be eligible for a four (4) hour call-back minimum when the call back is for an unscheduled event that occurs more than two (2) hours after the end of the shift and within nine (9) hours of their assigned end of shift except as provided in Section XV.A above. Said employees shall receive, upon reporting a minimum of four (4) hours of work at the overtime rate, or if four (4) hours of work are not actually worked, a minimum of four (4) hours pay at the overtime rate.

2. Regular full-time and regular part-time employees who are called backto work for a planned event which is scheduled at least 24 hours in advance shall receive, upon reporting, a minimum of two (2) hours of work at the overtime rate, or if two (2) hours of work are not actually worked, a minimum of two (2) hours pay at the overtime rate.

3. The above call-back provision does not relate to official court appearances. Such court appearances shall be compensated as provided in this M.O.U.

4. A “call-back” occurs when an employee is required to return to their normal work location, or to travel to another work location at the direction of the city. A “call-back” does not occur when an employee handles a phone call at home or is otherwise not required to physically leave their residence. In such situations, the employee shall be compensated for any time actually worked at the overtime rate, but will not be entitled to the call-back minimum.

XVI. MINIMUM COURT TIME PAY

A. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days off. For purposes of this section, the phrase "scheduled days off" refers to days on which the officer is not scheduled for duty. Scheduled days off does not include sick leave, 4850

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leave, leave without pay, or shift trades between employees.

B. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business if their assigned work schedule is beyond midnight and if court appearance is within nine (9) hours of their assigned end of shift but more than two (2) hours before or two (2) hours after the assigned shift.

C. The City shall pay a minimum of four hours overtime at time and one-half hourly pay rate to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days on duty if they are serving duty on the B and C shifts provided they are scheduled to appear more than two (2) hours after the end of their assigned shift.

D. The City shall pay a minimum of two hours overtime at time and one-half to sworn and non-sworn regular full-time personnel scheduled to appear in court on the day normally scheduled to work provided they are scheduled to appear at least two hours prior to the assigned shift.

E. The City shall pay a minimum of two hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel assigned to B or C shifts, or on day off who are not notified that their subpoenaed appearance in court is not required if the notification is not received by 10:00 hours on the day of the court appearance provided that the employee has called the appropriate agency to ascertain attendance requirements.

F. Minimum court time pay does not apply to employees on 4850 industrial leave, sick leave, leave without pay, or shift trades between employees.

1. An employee who is on sick leave on the date of the actual court appearance shall receive straight time pay for time spent at court.

2. An employee who appears in court while on industrial disability leave (4850 industrial leave) shall be ineligible for court pay, at either the straight-time or the time-and-one-half rate, but shall, instead, receive only their industrial leave (4850 leave) pay.

3. An employee who appears in court while on leave of absence without pay shall receive straight time pay for actual time spent at court, provided that prior approval for such pay has been authorized by a Police Lieutenant in advance of court appearance.

G. Only one four-hour minimum shall be paid per calendar day.

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XVII. DETECTIVE ON-CALL ALLOWANCE

A. One detective may be assigned by the Police Chief, or designee, to on-call duty. The terms, conditions, and procedures for on-call duty shall be determined by the Police Chief. The City maintains the right to discontinue the on-call duty program at its sole discretion.

B. The detectives assigned to on-call duty shall receive, in addition to monthly salary, one hundred seventy-five dollars ($175.00) for each full week (seven day period) assignment.

C. Payment of the on-call allowance shall be prorated if the week assignment is not completed.

D. The on-call allowance will not be included as compensation when computing overtime pay, retirement or workers' compensation benefits.

E. The Police Chief shall establish terms and conditions for on-call duty pay.

XVIII. USE OF CITY VEHICLES

A. Police Officers who are assigned as Detectives and who live within the Newark city limits are authorized to utilize their assigned City-owned vehicles to commute to and from work and to lunch within the City limits. At the sole discretion of the Police Chief, the requirement that employees live within city limits may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

B. Police Officers who are assigned as Canine Handlers are authorized to utilize their assigned City-owned vehicle to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

C. Police Officers who are assigned as Motor Officers and Sergeants are authorized to utilize their assigned City-owned motorcycles to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned motorcycles shall not be utilized for any purpose not related to official City business.

XIX. TUITION FEES AND BOOK COSTS REIMBURSEMENT

A. Regular full-time and regular part-time employees are eligible on a first-come, first-served basis for the educational reimbuesement of tuition fees and book costs.

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B. The City shall establish a fund of $15,000 which shall be the City's total obligation for financing tuition fees and book costs incurred for courses completed within each fiscal year of this Memorandum of Understanding by the employees represented by the Newark Police Association. Reimbursement to individual employees shall not exceed $1,500 per employee per fiscal year. Should monies remain in the fund at the end of the fiscal year, the funds will be distributed equitably among employees that had eligible expenses beyond the $1,500 per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.

C. Reimbursement shall be made for 100% tuition fees and book costs of satisfactorily completed courses taken in the pursuit of an Associate, Bachelor's or Master's Degree in the Administration of Justice, Political Science, Psychology, Public Administration, Criminology, Law, or Sociology, or any field directly related to police services. Reimbursement shall also be made for such fees and costs for a particular course in any of these fields, including any field directly related to police services, even though such course is not taken in pursuit of any of the above degree programs.

D. An employee may petition their Department Head for authorization to be reimbursed for courses which are not specifically enumerated above but are in a field directly related to police services and which will maintain or improve job-related skills. Denial of such petition is subject to the Grievance Procedure provided in this M.O.U. except that all parties will accept the fact finders decision as final.

E. <u>Procedure</u>

1. An eligible employee shall request written approval from the Police Chief to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program (i.e. Saint Mary’s College bachelor’s or graduate programs).

2. Reimbursement shall be made for 100% tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee’s educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula:

   Total educational program fees (e.g.: B.S./B.A. degree programs) divided by the total number courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall be construed to mean the attainment of a

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course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course.

4. Reimbursement shall be processed upon evidence of the successful completion of a course(s) and in accordance with the Human Resources Department's Educational Reimbursement procedures.

5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition, fees and required textbook costs.

F. Required textbooks for which the employee was reimbursed shall become the property of the employee.

It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts may be arranged to allow an employee to enroll in a college program with reasonable assurance that course attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Police Chief shall insure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XX. RETIREMENT BENEFITS

A. All Association members who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all sworn Classic Members of the

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Association a retirement formula known as “3% at 50" together with the 1959 survivor benefit option and a credit for unused sick leave option. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total of 13%.

The Association’s Classic sworn members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years of the contract, if the rate over 17.00% decreases, the Classic Association members’ matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with Association members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the Classic sworn Association members’ rate would increase from 9.00% to 10.50%. The City would then be responsible for the matching 1.50%. If the rate decreased from 20.00% to 18.00%, the Classic sworn Association members’ rate would decrease by 1.00%.

C. The City shall continue to provide to all non-sworn Classic members of the Association a retirement formula known as “2.5% at 55" together with the 1959 Survivor Benefit option and a credit for unused sick leave option. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 2.971% of an additional contribution in accordance with the MOU formula and the 2009 cap for a current total of 10.971%

In addition, the Association’s non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic Association members’ matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

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The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Association member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases from 10.00% to 13.00%, each Association member would contribute half of the 3.00% increase (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased from 13.00% to 11.00%, the Association member would contribute 0.50% of the increase above 10.00% from their salary to pay for the retirement benefit. The City would then be responsible for the matching 0.50%.

D. The City shall provide to sworn members of the Association who were appointed on or after January 1, 2013 who are PEPRA members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn association members who were appointed on or after January 1, 2013 who are PEPRA members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate sworn PEPRA members currently pay an additional contribution of 1.5% of the employer rate. If CalPERS approves a contract amendment for the City of Newark that eliminates the 1.5% contribution the City agrees to amend its contract for sworn PEPRA members accordingly.

E. The City shall provide to all non-sworn members of the Association who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

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Non-sworn members of the Association who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 6.25%), non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members of the Association pay.

F. All Association members' cost sharing contributions will be tax deferred.

G. All Association non-sworn Miscellaneous Group employee members will not pay any increase in the CalPERS employee cost share after June 30, 2009. The Miscellaneous Group's CalPERS cost share will be capped at the current 2.971% rate.

H. The parties acknowledge that the City must comply with the provisions of the Public Employees' Pension Reform Act of 2013. To the extent additional changes to the terms and conditions of employment are required by the Public Employees' Pension Reform Act of 2013 or any other law, the City agrees to meet and confer over the effects of any changes that it is required to make during the term of this agreement.

I. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members of the Association. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

J. The City shall continue to provide a retiree provision in all group health plans in which City personnel may participate.

K. Effective October 15, 2000, the City amended its contract with CalPERS to provide sworn members of the Association the ability to purchase up to four years of service credit for any continuous active military service prior to employment.

L. Effective, January 26, 2001, the City amended its contract with CalPERS to provide sworn members of the Association the indexed level 1959 survivor benefit option. The Association members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

M. Effective November 16, 2004, the City amended its contract with CalPERS to provide for the Pre-Retirement Optional Settlement 2 Death Benefit for sworn members. The Association members agree that any costs now or in the future for the Pre-Retirement Optional Settlement 2 Death Benefit will

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be paid by the members.

XXI. EXTENSION OF MILITARY BENEFITS

A. This program covers non-probationary, regular, part-time and full-time employees. In addition to the 30 days of fully paid annual military leave provided under the California Military and Veterans Code §395.01 and 395.02, the City will pay additional wages to supplement the employee's income in an amount equal the employee's regular City monthly compensation less military pay for up to an additional 150 days. Thus, if an employee is ordered to military leave, that employee will receive full compensation for the first 30 consecutive calendar days (as required by the Military and Veterans Code §395.01 and 395.02), and supplemental compensation for up to 150 consecutive calendar days.

B. Employees will be required to provide copies of their military pay stubs for reconciliation purposes. Payments will be reconciled quarterly by the Finance Department. If the Finance Department has not received military pay information within three weeks after the end of the quarter, future checks may be held until the information is provided.

C. Payroll deductions related to employee-paid health insurance, dental insurance, retirement, vision insurance, short term disability insurance, long term disability insurance, and/or life insurance will continue during the employee's absence.

D. Employees who are on paid military leave will continue to accrue seniority, retirement benefits, sick leave, vacation, and shall receive holidays and salary adjustments. When the supplemental compensation ends, employees will continue to accrue seniority and retirement benefits. In order to continue retirement credit for military leave, the employee must request a military credit at any time after returning from military leave, but prior to separation or retirement.

E. For purposes of this policy, employees become eligible for the program after 30 days of military leave have been used, including any military leave that may have been used during this calendar year prior to military activism.

F. Affected employees must request in writing to the City Manager's Office via their department head, to participate in this program as soon as they are aware that their military leave will extend beyond 30 days. Employees must provide military orders or other official military documentation validating military leave requirements to their supervisor as soon as possible. The supervisor will then forward a copy to Human Resources and Finance.

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G. An employee voluntarily enlisting for active duty service is not eligible for this program.

H. The City expects employees who benefit from this program to return to employment with the City after serving their military duty.

XXII. LONGEVITY PAY

A. Regular full-time employees in the classifications of Police Officer and Police Sergeant are eligible for longevity pay as follows:

Upon commencement of 10 years of service 2.5% salary increase
Upon commencement of 15 years of service 5.0% salary increase
Upon commencement of 20 years of service 7.5% salary increase

Longevity pay is computed on base compensation only. The maximum longevity pay premium is 7.5% of salary for employees in the classifications of Police Officer and Police Sergeant.

B. For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn classifications represented by the City of Newark Police Association, including probationary time through June 30, 2022; and
- Effective July 1, 2022, full-time sworn service in the classifications of Police Officer, Police Corporal, Police Sergeant, Police Lieutenant, Police Commander, Police Captain, and/or similar sworn position; in a public sector agency, including probationary time; and
- Continuous service or service that qualifies under reinstatement procedures; and
- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation, or other protected leaves per state or federal law.

XXIII. SPECIAL ASSIGNMENT PAY

A. Police Officers assigned as Field Training Officers to train Police Officers or Police Reserves shall receive a five percent (5%) of top Police Officer pay step base salary differential, which shall not affect the amount of holiday in lieu or educational incentive pay received while performing Field Training Officer duties.

B. Public Safety Dispatchers formally assigned by the Police Chief to train other Public Safety Dispatchers as part of a formalized departmental

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training program shall receive a five percent (5%) salary increase during such assignment, which shall not affect the amount of holiday-in-lieu pay received while performing Public Safety Dispatcher training duties. Public Safety Dispatchers are not eligible for this salary increase when acting as Public Safety Dispatch Supervisor and receiving acting pay for that assignment.

C. Employees assigned in writing by the Police Chief to perform the duties of a higher classification on an "acting" basis shall receive a five percent (5%) salary increase for hours worked from the first day of the acting assignment. In the event an employee in an acting assignment is absent from work because of illness or injury, the City may terminate the acting assignment.

D. Police Officers and Sergeants assigned to one of the following special duty assignments shall receive special assignment pay of 5% of base compensation per month:

- School Liaison Officer
- School Resource Officer
- Professional Standards and Training Officer
- Detective
- Canine Handler
- Motor
- Special Enforcement Team
- Any other position approved by the Police Chief

E. Police Officers who are assigned as Canine Handlers will also receive a maintenance allowance of $100.00 per month which will be treated as salary. The maintenance allowance is intended to cover expenses that are incurred as a direct result of housing the animal at the Officer’s residence. These expenses include, but are not limited to, yard/interior home spraying, carpet cleaning, and general maintenance of the property to ensure the dog’s safety and well-being.

F. Employees represented by the Association will receive bilingual assignment pay of $100.00 per month. Eligibility for bilingual assignment pay shall be made subject to the following conditions and in accordance with Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:

1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.

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2. Eligible languages will be determined by the City.

3. Employees must be in a classification that brings them into regular contact with the general public.

4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

XXIV. SAFETY TRAINING AND EQUIPMENT

A. Animal Control Officer

The City shall provide safety training and equipment necessary to minimize the potential for work related injuries.

B. Firearm

An employee represented by the Association authorized by the Police Chief to carry a firearm in the course of employment, shall be provided a department-issue firearm. Department-issue firearms shall be the property of the City and must be returned to the City upon separation of employment, request of the Police Chief, or when an employee purchases and uses an alternative firearm approved by the department. The selection of the department-issue firearm shall be the sole discretion of the City.

Implementation of this provision shall be subject to an analysis and recommendation of an appropriate department-issue firearm acceptable to the City Manager.

C. The City will continue to provide Police Officers, Police Sergeants, Community Sevices Officers, Animal Control Officers, and Vehicle Abatement Officers the following safety and protective items: Holster, Gunbelt, Magazine Holder, Flashlight, Handcuffs, Handcuff Case, Baton, Baton Ring, Chemical Agent, Chemical Agent Holder, Ballistic Vest (Minimum Threat Level 2), and Belt Keepers.

Equipment will be Accumold, basket weave, or a similar style as approved by the Police Chief.

D. Motorcycle Duty

The City shall furnish uniformed motor officers with appropriate safety and protective equipment necessary for the performance of their duties. All motorcycle apparel provided shall conform to the standards established by the Police Department, as determined by the Police Chief. The replacement of worn or damaged apparel

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shall be at the sole discretion of the Police Chief. Provided items may include, but are not limited to, the following: motorcycle helmet, leather or Kevlar riding jackets, Class A wool shirt and britches, Motor Port motorcycle pants, daytime and nighttime eyewear, and motorcycle gloves.

XXV. PER DIEM EXPENSE

The City shall provide suitable lodging or reimburse lodging expense incurred pursuant to current reimbursement rates for employees assigned to mutual aid, riot, or civil demonstration where employees are required to remain overnight. The City shall provide meals or reimburse for meals pursuant to current reimbursement rates for employees assigned to mutual aid.

XXVI. GRIEVANCE PROCEDURE

Any dispute between the City and an employee regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on their own behalf or by the President of the Association and/or their designated representative effecting the rights of an employee pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be effected when personally served supported by a declaration under penalty of perjury of the fact of personal service stating the time, place and person served. Notice may also be served by addressing said notice to the City supervisor involved at the City Administration Building or the employee at their home address as shown in the Human Resources Office, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered served upon deposit in the U.S. Mail postage prepaid.

A written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee and/or the President of the Association on behalf of an employee represented by the Association.

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

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The employee or the Association shall pay for the time and expenses of their (its) representatives and witnesses through all stages of the grievance procedure. Witnesses who are City employees and who are on duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. One spokesperson from the Association shall be permitted to be present without loss of compensation during hearings on grievances.

Time limits set forth herein for processing of the grievance procedure are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance not filed or appealed by the employee within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered by the City within the time limits set forth herein, the employee may and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

An Association employee shall not be penalized if they erroneously file a grievance rather than an appeal or vice versa under City of Newark Ordinance No. 77.10, Section 8, RIGHT OF APPEAL. At such time as the employee is notified in writing that the wrong procedure has been utilized, the employee shall refile the action as a grievance or appeal within 5 calendar days of the date of notification of erroneous filing.

Grievances shall be processed in the following manner:

A. Within ten (10) calendar days of the occurrence of the matter on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved.

B. If after such discussion the employee and/or the Association does not believe the problem has been satisfactorily resolved, they shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.

C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide their decision in writing to the employee and/or Association representative.

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D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate Department Head.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the Department Head shall provide a written decision to the employee and/or Association.

F. Within ten (10) calendar days of receipt of the Department Head's decision, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or their designated representative within ten (10) calendar days of receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.

G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders submitted to the City by the American Arbitration Association.

1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

2. The City and the employee and/or Association shall share equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear their attorney's fees.

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

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

5. If either of the parties does not accept the decision of the fact-finder, the party may appeal to a court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XXVII. WORK SCHEDULES

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A. Police Officer and Police Sergeant

1. Sworn personnel shall utilize a work schedule known as a "160-Hour (3/12½) Work Schedule". Assignment to the 160-Hour (3-12½) Work Schedule shall include sworn regular full-time employees assigned to patrol. Eligibility for assignment to a Four-Ten Work Schedule shall include those special duty assignments listed in Section XXIII.D.

B. Animal Control Officer, Community Service Officer, and Vehicle Abatement Officer

1. Animal Control Officers, Community Service Officers, and Vehicle Abatement Officers will normally be assigned to a Four-Ten Work schedule. The Police Chief may authorize a different work schedule if such change is needed to achieve management objectives.

2. During any permitted meal periods, Animal Control Officers, Community Service Officers, and Vehicle Abatement Officers assigned to Patrol Division will be on an on-duty status and shall be available to respond to requests for police services.

C. Public Safety Dispatcher / Lead Public Safety Dispatcher

1. Regular full-time Public Safety Dispatchers, and Public Safety Dispatch Supervisors, shall utilize a work schedule known as "3/12½ Hour Work Schedule" with a paid lunch period. Typically, a Public Safety Dispatcher or Public Safety Dispatch Supervisor assigned to this schedule will work three days of 12.5 hours per week (37.5 hours) and one additional 10 hour day (47.5 hours) during the 28 day cycle.

2. Regular part-time Public Safety Dispatchers and Public Safety Dispatch Supervisors shall work a flexible schedule that does not normally exceed their designation of 20-25 hours per week or 30-35 hours per week.

3. The Parties have agreed that it is in their best interests to investigate the options of a 7B Fair Labor Standards Act (FLSA) exemption from overtime requirements for Dispatch Employees.

D. Public Safety Clerk and Police Records Supervisor

1. A standard work schedule for the Public Safety Clerk and Police Records Supervisor shall be 40 hours per week. The normal workweek will be 40 hours with consecutive 8-hour days beginning or ending on any day of the week. The standard workweek begins at 12:00 a.m. Sunday morning and ends at 11:59 on Saturday.

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

E. Training

1. Employees authorized to attend schools for the purpose of training shall be assigned to a 40-hour, work week schedule. Work schedule adjustments may be authorized by the Police Chief to maintain the 160-hour work schedule requirement in a 28-day cycle or the 40 hoursper week for the four-ten work schedule. No overtime shall be paid for attendance at school unless specifically authorized by the Police Chief.

F. Notification of Shift Change

1. Twenty-one (21) calendar days notice shall be provided when employees are rotated, reassigned, or transferred from a regularly scheduled shift to another shift. Said twenty-one day notice shall not be required when an emergency necessitates a change in rotation, assignment or transfer. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. For the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher, and Public Safety Dispatch Supervisor, the Police Chief will provide a minimum twenty-one day notice of the schedule for the 10- hour day (“pay-back” day). Whenever possible the Police Chief will provide a thirty-day notice of the schedule for the 10-hour day (“payback” day).

G. Shift Bidding

1. For the classifications of Police Officer, Community Service Officer, and Public Safety Dispatcher, the present practice of seniority based shift bidding shall be continued to permit assignment of personnel by the Police Chief where, in the Police Chief’s judgment, such assignment is needed to achieve management objectives. Members may challenge the decision of the Police Chief through the grievance

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procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. Probationary or new Sergeants will be assigned to shifts by the Police Chief, or designee, for up to 18 months.

3. Any Police Officer, Community Service Officer, Public Safety Dispatcher, Public Safety Dispatch Supervisor, or Police Sergeant with deficiencies or problems associated with training may also be assigned to a shift by the Police Chief, or designee, until these issues are resolved or corrected. Shift bidding will be done by seniority after any special placement on shifts has been decided.

4. Shift changes will be scheduled by the Police Chief up to three times per year, but no less than twice per year.

5. Public Safety Dispatch Supervisor shifts shall be based on organizational needs per the Police Chief or designee.

H. Holiday Work Schedule

City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the Police Chief, will participate in a four-day furlough.

I. Authority

1. The starting times for the alternative work schedule shall be established by the Police Chief and may be changed by the Police Chief at their discretion following a thirty day notice to the Association of the new starting times.

2. The City reserves the right and shall have the authority to discontinue, alter, or amend the alternative work schedule for any reason at any time at its sole discretion.

3. The Police Chief shall have sole discretion to assign employees on light duty assignments to a work schedule of the Police Chief's choosing including the standard five day, eight hour work schedule.

XXVIII. NEWARK POLICE ASSOCIATION RELEASE TIME

Upon request by the Newark Police Association (NPA), release time may be granted at the discretion of the Police Chief.

XXIX. AUTHORIZED REPRESENTATIVES FOR THE PURPOSE OF ADMINISTERING THE

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TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

A. Management's principal authorized agent shall be the City Manager or their duly designated representative except where a particular management representative is otherwise designated.

B. The Association's principal authorized agent shall be the President of the N.P.A. and/or their duly designated representative.

XXX. CARRYOVER TERMS

The provisions of the MOU between the City of Newark and the Newark Police Association will remain in effect until the adoption of a successor agreement or until exhaustion of the impasse process whichever occurs later.

XXXI. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way be directly or indirectly subject to the grievance procedure herein, except for specific provisions addressed in other clauses of this Memorandum of Understanding.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, provided that this clause shall not supersede any other provisions of this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this Memorandum; and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided,

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including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.

XXXII. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under Paragraph 1 of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

C. Limitations to Operability

This Article shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

XXXIII. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meetings and conferring in good faith in accordance with Section 3500 et seq of the Government Code of the

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State of California and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City shall not make any changes unless warranted by operational necessity.

XXXIV. TRANSFER

Transfers to or from the Department shall not be made in positions represented by the Association.

XXXV. PROMOTION

Effective June 1, 1995, and thereafter, promotional examinations for Police Sergeant shall be closed to participation from outside the department. The City shall have the sole discretion to hold a closed promotional or open recruitment to fill positions above the level of Police Sergeant.

XXXVI. NON-DISCRIMINATION

The parties agree, that they, and each of them, shall not discriminate against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or disability, or because of membership in the Association or any other activities on behalf of the Association.

XXXVII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

A. Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement or process that may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these

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proposed accommodations prior to implementation by the City.

C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

D. Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision.

XXXVIII. SEPARABILITY

Notwithstanding any other provisions in this Agreement to the contrary, in the event that any Article or subsections thereof, of this Agreement shall be declared invalid by any Court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any Court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet-and-confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

On Behalf of the City:

Signed by:
B9F512F848B7496...

David Benoun, City Manager

7/20/2025
Date

On Behalf of the NPA:

Signed by:
Steven Losier
8551B40F610D4BE...

Steven Losier, NPA President

7/17/2025
Date

Docusign Envelope ID: 9E0332E1-77E9-4C6B-B199-CAC75D9A582A

ATTACHMENT A

NEWARK POLICE ASSOCIATION

REGULAR FULL-TIME/PART TIME CLASSIFICATONS

Animal Control Officer

Community Service Officer

Police Officer

Police Records Supervisor

Police Sergeant

Property and Evidence Technician

Public Safety Clerk

Public Safety Dispatcher

Public Safety Dispatch Supervisor

Red Light Photo Enforcement Technician

Vehicle Abatement Officer

ATTACHMENT B

NEWARK POLICE ASSOCIATION SALARY SCHEDULES

(Effective Dates: 7/01/2025, 7/01/2026, and 7/01/2027)

Salary Schedule Effective 7/01/2025

	Step 1			Step 2			Step 3			Step 4			Step 5		
Job Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Animal Control Officer	42.90	3,432.00	89,232.00	45.05	3,604.00	93,704.00	47.30	3,784.00	98,384.00	49.67	3,973.60	103,313.60	52.15	4,172.00	108,472.00
Community Service Officer	43.39	3,471.20	90,251.20	45.55	3,644.00	94,744.00	47.83	3,826.40	99,486.40	50.22	4,017.60	104,457.60	52.74	4,219.20	109,699.20
Police Officer	63.11	5,048.80	131,268.80	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80
Police Records Supervisor	48.39	3,871.20	100,651.20	50.80	4,064.00	105,664.00	53.34	4,267.20	110,947.20	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Police Sergeant	76.54	6,123.20	159,203.20	80.37	6,429.60	167,169.60	84.38	6,750.40	175,510.40	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40
Property and Evidence Technician	41.85	3,348.00	87,048.00	43.94	3,515.20	91,395.20	46.13	3,690.40	95,950.40	48.45	3,876.00	100,776.00	50.87	4,069.60	105,809.60
Public Safety Clerk	40.83	3,266.40	84,926.40	42.87	3,429.60	89,169.60	45.01	3,600.80	93,620.80	47.26	3,780.80	98,300.80	49.63	3,970.40	103,230.40
Public Safety Dispatcher	50.09	4,007.20	104,187.20	52.60	4,208.00	109,408.00	55.22	4,417.60	114,857.60	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40
Public Safety Dispatcher Supervisor	57.90	4,632.00	120,432.00	60.79	4,863.20	126,443.20	63.83	5,106.40	132,766.40	67.01	5,360.80	139,380.80	70.37	5,629.60	146,369.60
Red Light Photo Enforcement Technician	41.63	3,330.40	86,590.40	43.71	3,496.80	90,916.80	45.90	3,672.00	95,472.00	48.19	3,855.20	100,235.20	50.61	4,048.80	105,268.80
Vehicle Abatement Officer	34.29	2,743.20	71,323.20	35.99	2,879.20	74,859.20	37.80	3,024.00	78,624.00	39.70	3,176.00	82,576.00	41.67	3,333.60	86,673.60

Salary Schedule Effective 7/01/2026

	Step 1			Step 2			Step 3			Step 4			Step 5		
Job Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Animal Control Officer	44.40	3,552.00	92,352.00	46.63	3,730.40	96,990.40	48.96	3,916.80	101,836.80	51.41	4,112.80	106,932.80	53.98	4,318.40	112,278.40
Community Service Officer	44.91	3,592.80	93,412.80	47.14	3,771.20	98,051.20	49.50	3,960.00	102,960.00	51.98	4,158.40	108,118.40	54.59	4,367.20	113,547.20
Police Officer	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80	80.55	6,444.00	167,544.00
Police Records Supervisor	50.08	4,006.40	104,166.40	52.58	4,206.40	109,366.40	55.21	4,416.80	114,836.80	57.97	4,637.60	120,577.60	60.88	4,870.40	126,630.40
Police Sergeant	80.37	6,429.60	167,169.60	84.39	6,751.20	175,531.20	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40	97.68	7,814.40	203,174.40
Property and Evidence Technician	43.31	3,464.80	90,084.80	45.48	3,638.40	94,598.40	47.74	3,819.20	99,299.20	50.15	4,012.00	104,312.00	52.65	4,212.00	109,512.00
Public Safety Clerk	42.26	3,380.80	87,900.80	44.37	3,549.60	92,289.60	46.59	3,727.20	96,907.20	48.91	3,912.80	101,732.80	51.37	4,109.60	106,849.60
Public Safety Dispatcher	52.59	4,207.20	109,387.20	55.23	4,418.40	114,878.40	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40	63.92	5,113.60	132,953.60
Public Safety Dispatcher Supervisor	60.80	4,864.00	126,464.00	63.83	5,106.40	132,766.40	67.02	5,361.60	139,401.60	70.36	5,628.80	146,348.80	73.89	5,911.20	153,691.20
Red Light Photo Enforcement Technician	43.09	3,447.20	89,627.20	45.24	3,619.20	94,099.20	47.51	3,800.80	98,820.80	49.88	3,990.40	103,750.40	52.38	4,190.40	108,950.40
Vehicle Abatement Officer	35.49	2,839.20	73,819.20	37.25	2,980.00	77,480.00	39.12	3,129.60	81,369.60	41.09	3,287.20	85,467.20	43.13	3,450.40	89,710.40

Attachment B

CITY OF NEWARK SALARY SCHEDULES (Page 2 of 2)

Salary Schedule Effective 7/01/2027

	Step 1			Step 2			Step 3			Step 4			Step 5		
Job Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Animal Control Officer	45.95	3,676.00	95,576.00	48.26	3,860.80	100,380.80	50.67	4,053.60	105,393.60	53.21	4,256.80	110,676.80	55.87	4,469.60	116,209.60
Community Service Officer	46.48	3,718.40	96,678.40	48.79	3,903.20	101,483.20	51.23	4,098.40	106,558.40	53.80	4,304.00	111,904.00	56.50	4,520.00	117,520.00
Police Officer	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80	80.55	6,444.00	167,544.00	84.58	6,766.40	175,926.40
Police Records Supervisor	51.83	4,146.40	107,806.40	54.42	4,353.60	113,193.60	57.14	4,571.20	118,851.20	60.00	4,800.00	124,800.00	63.01	5,040.80	131,060.80
Police Sergeant	84.39	6,751.20	175,531.20	88.61	7,088.80	184,308.80	93.03	7,442.40	193,502.40	97.68	7,814.40	203,174.40	102.56	8,204.80	213,324.80
Property and Evidence Technician	44.83	3,586.40	93,246.40	47.07	3,765.60	97,905.60	49.41	3,952.80	102,772.80	51.91	4,152.80	107,972.80	54.49	4,359.20	113,339.20
Public Safety Clerk	43.74	3,499.20	90,979.20	45.92	3,673.60	95,513.60	48.22	3,857.60	100,297.60	50.62	4,049.60	105,289.60	53.17	4,253.60	110,593.60
Public Safety Dispatcher	55.22	4,417.60	114,857.60	57.99	4,639.20	120,619.20	60.88	4,870.40	126,630.40	63.92	5,113.60	132,953.60	67.12	5,369.60	139,609.60
Public Safety Dispatcher Supervisor	63.84	5,107.20	132,787.20	67.02	5,361.60	139,401.60	70.37	5,629.60	146,369.60	73.88	5,910.40	153,670.40	77.58	6,206.40	161,366.40
Red Light Photo Enforcement Technician	44.60	3,568.00	92,768.00	46.82	3,745.60	97,385.60	49.17	3,933.60	102,273.60	51.63	4,130.40	107,390.40	54.21	4,336.80	112,756.80
Vehicle Abatement Officer	36.73	2,938.40	76,398.40	38.55	3,084.00	80,184.00	40.49	3,239.20	84,219.20	42.53	3,402.40	88,462.40	44.64	3,571.20	92,851.20

Salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are based upon workweeks as defined in MOU

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RESOLUTION NO. 11764

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF NEWARK AND THE NEWARK POLICE ASSOCIATION

WHEREAS, the City of Newark and the Newark Police Association (NPA) entered into a Memorandum of Understanding (MOU) effective July 1, 2025, through June 30, 2028, governing wages, hours, and other terms and conditions of employment for employees represented by the NPA; and

WHEREAS, the City and NPA wish to promote consistency between the MOU and the City's Personnel Rules and Regulations by aligning the definition of "reinstatement" across all employee groups; and

WHEREAS, the current MOU defines reinstatement for NPA members as returning to active service in the same classification within one year of separation, while the City's Personnel Rules and Regulations provide a two-year reinstatement period; and

WHEREAS, the City and the NPA have agreed to amend Subsection III(I) of the MOU to reflect the two-year reinstatement period to ensure clarity and uniform application of reinstatement provisions; and

WHEREAS, this change has been documented in a Side Letter of Agreement attached to and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is authorized to execute the Side Letter of Agreement attached hereto and approved by the City Council, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager is authorized to implement the terms of the Side Letter and take such additional actions as necessary to effectuate the intent of this Resolution.

Docusign Envelope ID: 75F9E5D9-3D6F-4874-8F52-37E7A9C16E81

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on July 24, 2025, by Council Member Catancio who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

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

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

KATHLEEN L. SLAFTER
Deputy City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Docusign Envelope ID: 75F9E5D9-3D6F-4874-8F52-37E7A9C16E81

City of Newark
NEWARK california

Human Resources Department
37101 Newark Boulevard
Newark, CA 94560

To: Newark Police Association (NPA) Executive Board

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

Subject: Side Letter of Agreement Between the City of Newark and the Newark Police Association Regarding Reinstatement Provisions

Date: July 7, 2025

This side letter of agreement is entered into by and between the City of Newark ("City") and the Newark Police Association ("NPA") to modify and clarify language within the Memorandum of Understanding ("MOU") covering the term July 1, 2025, through June 30, 2028. The purpose of this Side Letter is to promote consistency with the City's Personnel Rules and Regulations and to align the definition of reinstatement across all employee groups.

Background
Subsection III(I) of the MOU defines "Reinstatement" as follows:

> "Reinstatement." In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term "reinstatement" for purposes of this MOU shall apply to full-time sworn personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within one year of their separation date."

To ensure uniformity in the application of reinstatement provisions across the City's workforce, the City and NPA agree to amend the MOU to reflect the two-year reinstatement timeframe set forth in the City's Personnel Rules and Regulations and to remove the term "sworn" for uniform application to all NPA classifications.

Agreement
The parties agree that Subsection III(I) of the MOU shall be amended to read as follows:

> "Reinstatement." In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term "reinstatement" for purposes of this MOU shall apply to full-time personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within two (2) years of their separation date."

Docusign Envelope ID: 75F9E5D9-3D6F-4874-8F52-37E7A9C16E81

This side letter will become effective upon approval by the City Council and shall remain in effect for the duration of the MOU.

Dated: 8/25/2025

For the City of Newark:

Signed by:
David Benoun
B9F512F848B7496...

David J. Benoun, City Manager

For the Newark Police Association:

Signed by:
Steven Losier
8551B40F610D4BE...

Steven Losier, NPA President

RESOLUTION NO. 11,836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE 2024–2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2025–26 TO REALLOCATE POSITIONS; APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5; AND APPROVING A SIDE LETTER OF AGREEMENT WITH THE NEWARK POLICE ASSOCIATION

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

WHEREAS, the City conducted a comprehensive Reclassification Study of the Police Records Supervisor position in the Police Department; and

WHEREAS, the study concluded, and the City confirmed that the duties performed by the incumbent are consistent with a higher-level supervisory role overseeing both police records and property and evidence functions; and

WHEREAS, the consultant recommended updating the Police Records Supervisor classification title to Police Records and Evidence Supervisor and increasing the classification salary range to accurately reflect the position's scope and level of responsibility; and

WHEREAS, the City engaged in meet and confer as required by law and both the City and the Newark Police Association agreed to the revised and retitled classification changes; and

WHEREAS, the Recreation and Community Services Department has experienced a vacancy in a 0.75 full-time equivalent Administrative Assistant position and the City has revaluated its operational needs; and

WHEREAS, the City identified a need for higher-level analytical and administrative support and recommends reallocating the position to a 1.0 full-time equivalent Management Analyst to better align with current and anticipated service needs; and

WHEREAS, the City Council finds it appropriate to amend the 2024-2026 Biennial Budget and Capital Improvement Plan to reflect these allocations.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby authorizes an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan to reallocate one full-time equivalent classification of Police Records Supervisor to one full-time equivalent classification of Police Records and Evidence Supervisor and reallocate one .75 full-time equivalent Administrative Assistant to one full-time equivalent Management Analyst, effective April 12, 2026.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a Side Letter between the City and Newark Police Association, in form approved by the City Manager, and take such additional actions as necessary to implement the Side Letter.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the compensation pursuant to the revised classification of Police Records and Evidence Supervisor, effective April 12, 2026.

Classification	Frequency	Step 1	Step 2	Step 3	Step 4	Step 5
Police Records and Evidence Supervisor	Hourly	$55.75	$58.54	$61.47	$64.54	$67.78
	Biweekly	$4,460.00	$4,683.20	$4,917.60	$5,163.20	$5,422.40
	Annual	$115,960.00	$121,763.20	$127.857.60	$134,243.20	$140,982.40

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025-26 as follows:

Personnel Allocation

Add: One (1) full-time equivalent Police Records and Evidence Supervisor

Add: One (1) full-time equivalent Management Analyst I/II

Delete: One (1) full-time equivalent Police Records Supervisor

Delete: One .75 full-time equivalent Administrative Assistant

Account Allocation

TO: 110.30.033.330.5110 SALARIES (FT/RPT) $4,300

TO: 110.30.033.330.5220 MEDICARE $62

TO: 110.30.033.330.5510 DEFINED BNFT PLAN (CalPERS) $1,566

FR: 110.3000 UNAPPROPRIATED FUND BALANCE $5930

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on April 9, 2026, by Vice Mayor Jorgens who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

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

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

NEETU SALWAN
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

City of Newark
NEWARK california

Human Resources Department
37101 Newark Boulevard
Newark, CA 94560

To: Newark Police Association (NPA) Executive Board

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

Subject: Side Letter of Agreement Between the City of Newark and the Newark Police Association Regarding Classification Retitle and Salary Adjustment

Date: April 14, 2026

This side letter of agreement is entered into by and between the City of Newark ("City") and the Newark Police Association ("NPA") to modify language within the Memorandum of Understanding ("MOU") covering the term July 1, 2025, through June 30, 2028. The purpose of this Side Letter is to reflect the agreed-upon classification retitle and corresponding salary adjustment.

Background
The City conducted a reclassification study of the Police Records Supervisor position, which determined that the scope of duties more accurately reflects a supervisory role overseeing both police records and property and evidence functions. As a result, the City proposed retitling the classification to Police Records and Evidence Supervisor and updating the salary range to align with the enhanced responsibilities.

The City and NPA met and conferred regarding these changes and reached agreement on the revised classification title and compensation.

Agreement
The parties agree to the following:

1. The classification of Police Records Supervisor shall be retitled to Police Records and Evidence Supervisor, and the duties of the classification shall be updated to reflect the expanded scope and level of responsibility.

2. The salary for the Police Records and Evidence Supervisor classification shall be updated as reflected in the approved salary schedule adopted by City Council and outlined int the following chart:

Frequency	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	$55.75	$58.54	$61.47	$64.54	$67.78
Biweekly	$4,460.00	$4,683.20	$4,917.60	$5,163.20	$5,422.40
Annual	$115,960.00	$121,763.20	$127.857.60	$134,243.20	$140,982.40

3. All references in the MOU to Police Records Supervisor shall be understood to refer to Police Records and Evidence Supervisor.

This side letter will become effective upon approval by the City Council and shall remain in effect for the duration of the MOU.

Dated: April 14, 2026

For the City of Newark:

David Benoun (Apr 15, 2026 14:18:54 PDT)

David J. Benoun, City Manager

For the Newark Police Association:

Steven Losier

Steven Losier (Apr 14, 2026 13:26:49 PDT)

Steven Losier, NPA President

STAFF REPORT

Item D. 5.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Brittney Frye, Human Resources Director
SUBJECT	Adopt a resolution approving a Side Letter of Agreement with the Newark Association of Miscellaneous Employees to add the Recreation Assistant classification to the Memorandum of Understanding (MOU) and amending the Citywide Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5

SUMMARY AND RECOMMENDATION

The City has created a new Recreation Assistant classification to support recreation programs and services and provide additional operational support within the Recreation and Community Services Department. The classification has been placed within the Newark Association of Miscellaneous Employees (NAME) bargaining unit following completion of the meet-and-confer process with NAME.

Funding for two (2) Recreation Assistant positions was previously approved by the City Council as part of the 2026-2028 Biennial Budget.

Staff recommends that the City Council adopt a resolution approving a Side Letter of Agreement with NAME to add the Recreation Assistant classification to the applicable provisions of the MOU and amend the Citywide Salary Schedule to include the new classification and salary range.

BACKGROUND

The Recreation and Community Services Department provides a variety of programs, services, and activities to the Newark community and has historically relied on a combination of part-time recreation staff and Recreation Coordinators to support program delivery and daily operations. As the number and scope of these offerings have grown, the Department has identified a need for additional dedicated, full-time staff to provide consistent support.

The Recreation Assistant classification was therefore developed to provide a full-time classification between part-time recreation positions and the Recreation Coordinator classification. Recreation Assistants will support program implementation, participant

and customer service, facility operations, program preparation, and other related recreation activities. This additional staffing capacity will also allow Recreation Coordinators to focus on higher-level program coordination, planning, administration, and oversight.

As part of the City's 2026-2028 Biennial Budget, the City Council previously approved funding for two (2) Recreation Assistant positions. Following that approval, the City finalized development of the classification specification establishing the duties, responsibilities, and minimum qualifications for the position.

Staff determined that the classification duties and responsibilities most closely align with classifications represented by NAME. The City met and conferred with NAME regarding the proposed bargaining unit placement and classification specification. NAME agreed that the Recreation Assistant classification is appropriately represented by NAME and raised no concerns regarding the proposed classification language.

DISCUSSION/ANALYSIS

The proposed Side Letter will formally add the Recreation Assistant classification to the applicable provisions of the NAME MOU. The Citywide Salary Schedule will also be amended to include the Recreation Assistant classification and salary range in accordance with California Code of Regulations, Title 2, Section 570.5.

The proposed salary range is set at twenty percent (20%) below the Recreation Coordinator classification, reflecting the difference in the scope and level of duties and responsibilities between the two classifications. This placement maintains an appropriate internal relationship within the City's classification structure.

Adoption of the resolution approving the Side Letter of Agreement and Salary Schedule amendment will complete the actions necessary to incorporate the new classification into the NAME bargaining unit and allow the City to move forward with recruitment for the two (2) positions approved in the 2026-2028 Biennial Budget.

FISCAL IMPACT

There is no additional fiscal impact associated with this action. Funding for the two (2) Recreation Assistant positions was previously approved by the City Council as part of the 2026-2028 Biennial Budget.

STRATEGIC PRIORITY AREA

The recommended action aligns with the City Council's strategic priority area of Boost Financial Resilience and Excellence in Service Delivery.

REVIEW AND APPROVAL

Prepared by — Brittney Frye, Human Resources Director
Reviewed by — Roya Gonzalez, Interim Recreation and Community Services Director
Reviewed by — Lenka Hovorka, Assistant City Manager
Reviewed by — Krysten Lee, Finance Director
Reviewed by — Kristopher J. Kokotaylo, City Attorney
Approved by — David J. Benoun, City Manager

Attachments

Resolution Recreation Assistant

Recreation Assistant Job Specification

Side Letter of Agreement NAME

Salary Schedule Effective July 1, 2026

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF NEWARK AND THE NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES TO ADD THE RECREATION ASSISTANT CLASSIFICATION AND AMENDING THE CITYWIDE SALARY SCHEDULE IN CONFIRMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City has established a new Recreation Assistant classification to support the City's recreation programs and services; and

WHEREAS, based on the relative duties and responsibilities of the Recreation Assistant and Recreation Coordinator classifications, the Recreation Assistant salary range has been established at twenty percent below the Recreation Coordinator classification; and

WHEREAS, budget allocation for the Recreation Assistant classification was previously approved by the City Council as part of the 2026-2028 Biennial Budget; and

WHEREAS, the City determined, and the Newark Association of Miscellaneous Employees agrees, that the duties and responsibilities of the Recreation Assistant classification most closely align with classifications represented by the Newark Association of Miscellaneous Employee bargaining unit; and

WHEREAS, addition of the Recreation Assistant classification and salary range requires amendment of the Citywide Salary Schedule in accordance with California Code of Regulations, Title 2, Section 570.5.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council hereby approves the side letter of agreement between the City of Newark and the Newark Association of Miscellaneous Employees and authorizes the City Manager to execute the agreement, in a form approved by the City Attorney, and take such additional actions necessary to implement the side letter.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to add the Recreation Assistant classification and salary range, effective July 1, 2026.

Classification	Frequency	Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Assistant	Hourly	37.40	39.27	41.24	43.30	45.47
	Biweekly	2,992.00	3,141.60	3,299.20	3,464.00	3,637.60
	Annual	77,792.00	81,681.60	85,779.20	90,064.00	94,577.60

Recreation Assistant

Class Specification
Established 6/2026
Class ID: NAME
Unit:
Probation: 6 Months
FLSA: Non Exempt

DEFINITION
Under general supervision, performs paraprofessional recreation support duties in the delivery of recreation programs, activities, events, rentals, and facility operations; provides lead direction to temporary, seasonal, and volunteer staff as assigned; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED
Receives general supervision from a Recreation Supervisor or designee. May provide lead direction, training, and work coordination to temporary, seasonal, and volunteer staff.

DISTINGUISHING CHARACTERISTICS
The Recreation Assistant is a paraprofessional classification responsible for supporting the daily operation and implementation of recreation programs, services, events, rentals, and facilities. Incumbents exercise independent judgment within established procedures and may serve as lead staff during assigned shifts, programs, events, rentals, or facility operations. Duties include customer service, participant engagement, operational coordination, facility readiness, maintenance coordination, registration activities, and program implementation support.

It is distinguished from Facility Attendant/Recreation Leader/Lifeguard classifications in that duties primarily emphasize recreation program support, recreation service delivery, participant interaction, and operational coordination, while also assisting with facility readiness, maintenance coordination, and operational support functions related to recreation programs and events. It is distinguished from the Recreation Coordinator classification in that the latter has greater responsibility for program administration, budgeting, scheduling, staff supervision, and long-term program coordination.

Recreation programs, events, rentals, and facility operations frequently occur outside traditional business hours; therefore, incumbents may be required to work evenings, weekends, holidays, and irregular schedules.

EXAMPLES OF JOB FUNCTIONS (Illustrative Only)
Assist in the implementation and daily operation of recreation programs, classes, camps, sports leagues, events, rentals, and community activities for participants of various ages.

Provide customer service and respond to participant questions, concerns, and requests regarding programs, services, facility use, and recreation activities.

Provide lead direction and training to temporary, seasonal, and volunteer staff during assigned shifts, activities, programs, events, or facility operations.

May serve as lead staff during assigned shifts, facility operations, programs, rentals, or special events.

Monitor recreation activities and facilities to ensure participant safety and compliance with City policies and procedures.

Assist with operational preparation of recreation facilities and activity spaces, including setup and breakdown of equipment, supplies, and materials.

Assist with implementation of special events, community outreach activities, promotional efforts, and City-sponsored programs.

Maintain attendance records, activity logs, reports, inventory records, and related program documentation.

Assist with registration, reservations, memberships, admissions, and payments using recreation management software and point-of-sale systems.

May assist with staff scheduling, shift coverage coordination, and operational communications.

Respond appropriately to emergencies, incidents, and participant concerns; administer first aid and CPR when necessary.

Communicate effectively with staff, instructors, contractors, volunteers, participants, and the general public.

Assist in maintaining recreation equipment, supplies, and activity materials; report maintenance and safety concerns to appropriate staff.

Monitor recreation facilities and activity spaces for cleanliness, safety, and operational readiness.

Submit, track, and follow up on routine maintenance and repair requests as needed.

Perform minor maintenance, operational, custodial, and facility support tasks related to recreation programs, rentals, and events.

Assist with facility inspections, opening and closing procedures, and preparation of recreation spaces for public use.

Coordinate with maintenance, custodial, and facility staff regarding operational issues, repairs, and facility needs.

Assist with routine administrative and clerical duties including preparing forms, schedules, correspondence, flyers, and informational materials.

Open, monitor, and secure assigned recreation facilities as needed during programs and events.

Enforce established safety procedures, rules, and regulations.

Attend meetings and trainings as assigned.

Perform related duties as assigned.

When Assigned to Aquatics:

- Assist in aquatic program operations including swim lessons, lifeguarding, and aquatic events.

- Monitor aquatic activities and enforce safety rules and emergency procedures.
- Assist with aquatic facility operations, equipment preparation, and daily operational support.

QUALIFICATIONS

Knowledge of:

- Principles and practices of recreation program implementation and customer service.
- Recreation programs, activities, and events for various age groups.
- Basic principles of recreation facility operations, safety, and maintenance coordination.
- Methods used to identify and report facility maintenance and operational issues.
- Modern office practices, procedures, and computer applications.
- Recreation registration, reservation, and point-of-sale systems.
- Proper cash handling procedures.
- Basic recordkeeping methods and practices.
- Safe work practices and emergency response procedures.
- English usage, grammar, spelling, and punctuation.

Skill or Ability to:

- Provide excellent customer service and maintain positive working relationships with the public and staff.
- Lead and provide direction to temporary, seasonal, and volunteer staff.
- Organize and prioritize assigned tasks and responsibilities.
- Exercise sound judgment and initiative within established guidelines.
- Identify facility maintenance and safety concerns and coordinate appropriate corrective action.
- Perform minor operational and maintenance-related tasks in support of recreation programs and facility use.
- Communicate clearly and effectively both orally and in writing.
- Operate standard office equipment and software applications related to assigned duties.
- Maintain accurate records and prepare routine reports.
- Understand and follow oral and written instructions.
- Respond appropriately and calmly in emergency or difficult situations.
- Work independently and collaboratively in a team environment.
- Respectfully and effectively work with individuals of diverse backgrounds and abilities.

Education and Experience:

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

Equivalent to graduation from high school or GED and two (2) years of increasingly responsible experience in recreation, aquatics, customer service, community programs, facility operations, or a related field.

College coursework in recreation, physical education, community services, human services, or a related field is desirable.

When assigned to Aquatics:

Possession of, and ability to maintain, American Red Cross Lifeguard Instructor Certification, CPR for the Professional Rescuer, First Aid, Certified Pool Operator and Water Safety Instructor certifications may be required depending on assignment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office and/or recreational facility setting and use standard office and/or recreational equipment, including a computer, and to operate a motor vehicle to visit and work at various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Must possess the physical stamina to lift and move tables and chairs and arrange facilities for community events and/or meetings. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Standing in and walking between work areas is frequently required. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds with the use of proper equipment. May be required to work a varied schedule of hours, which may include early mornings, evenings, weekends, and holidays, at a variety of City facilities.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions. When assigned to aquatics, direct exposure to hazardous chemicals and substances. Employees may also work in the field and are exposed to loud noise levels, cold and hot and humid temperatures, inclement weather conditions. Incumbents may be exposed to blood and body fluids rendering First Aid and CPR and are required to wear appropriate attire for the recreation activity to which they are assigned. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

City of Newark
NEWARK california

Human Resources Department
37101 Newark Boulevard
Newark, CA 94560

To: Newark Association of Miscellaneous Employees (NAME)

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

Subject: Side Letter of Agreement Between the City of Newark and the Newark Association of Miscellaneous Employees Regarding the Addition of the Recreation Assistant Classification

Date: September 10, 2026

This side letter of agreement is entered into by and between the City of Newark ("City") and the Newark Association of Miscellaneous Employees ("NAME") to modify language within the Memorandum of Understanding ("MOU") covering the term July 1, 2025, through June 30, 2028. The purpose of this Side Letter is to reflect the agreed-upon addition of the Recreation Assistant classification to the NAME bargaining unit and corresponding salary range.

Background
The City established the Recreation Assistant classification to provide additional support for recreation programs and services. Based on the duties and responsibilities of the classification, the City determined that Recreation Assistant most closely aligns with classifications represented by NAME.

The City and NAME met and conferred regarding the classification specification, bargaining unit placement, and salary range. NAME agreed that the Recreation Assistant classification is appropriately represented by NAME and raised no concerns regarding the proposed classification language.

Based on the relative duties and responsibilities of the Recreation Assistant and Recreation Coordinator classifications, the Recreation Assistant salary range has been established at twenty percent (20%) below the Recreation Coordinator classification.

Agreement
The parties agree to the following:

1. The Recreation Assistant classification shall be added to the NAME bargaining unit and incorporated into the applicable provisions of the MOU.

2. The salary for the Recreation Assistant classification shall be established at twenty percent (20%) below the Recreation Coordinator classification and shall be reflected in the approved Citywide Salary Schedule adopted by the City Council

This side letter will become after approval by the City Council, and shall be backdated to July 1, 2026 and remain in effect for the duration of the MOU.

Dated: _____

For the City of Newark:

_____
David J. Benoun, City Manager

For the Newark Association of Miscellaneous Employees:

_____
Angela Montez, NAME President

CITY OF NEWARK
Salary Schedule Effective 07/01/2026

	Step 1 Minimum			Step 2			Step 3			Step 4			Step 5 Maximum		
Classification	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**
Accountant	56.55	4,524.00	117,624.00	59.39	4,751.20	123,531.20	62.36	4,988.80	129,708.80	65.46	5,236.80	136,156.80	68.74	5,499.20	142,979.20
Accounting Assistant I	39.38	3,150.40	81,910.40	41.36	3,308.80	86,028.80	43.42	3,473.60	90,313.60	45.59	3,647.20	94,827.20	47.88	3,830.40	99,590.40
Accounting Assistant II	43.30	3,464.00	90,064.00	45.47	3,637.60	94,577.60	47.73	3,818.40	99,278.40	50.13	4,010.40	104,270.40	52.64	4,211.20	109,491.20
Accounting Technician I	45.82	3,665.60	95,305.60	48.12	3,849.60	100,089.60	50.52	4,041.60	105,081.60	53.04	4,243.20	110,323.20	55.69	4,455.20	115,835.20
Accounting Technician II	50.40	4,032.00	104,832.00	52.93	4,234.40	110,094.40	55.58	4,446.40	115,606.40	58.35	4,668.00	121,368.00	61.27	4,901.60	127,441.60
Administrative Assistant	45.70	3,656.00	95,056.00	47.97	3,837.60	99,777.60	50.37	4,029.60	104,769.60	52.90	4,232.00	110,032.00	55.54	4,443.20	115,523.20
Administrative Support Specialist I	35.69	2,855.20	74,235.20	37.47	2,997.60	77,937.60	39.34	3,147.20	81,827.20	41.32	3,305.60	85,945.60	43.37	3,469.60	90,209.60
Administrative Support Specialist II	38.95	3,116.00	81,016.00	40.89	3,271.20	85,051.20	42.94	3,435.20	89,315.20	45.08	3,606.40	93,766.40	47.34	3,787.20	98,467.20
Animal Control Officer	44.40	3,552.00	92,352.00	46.63	3,730.40	96,990.40	48.96	3,916.80	101,836.80	51.41	4,112.80	106,932.80	53.98	4,318.40	112,278.40
Assistant City Manager	131.36	10,508.80	273,228.80	Range 26									157.64	12,611.20	327,891.20
Assistant Engineer-Civil	61.43	4,914.40	127,774.40	64.50	5,160.00	134,160.00	67.72	5,417.60	140,857.60	71.09	5,687.20	147,867.20	74.66	5,972.80	155,292.80
Assistant Maintenance Superintendent	73.12	5,849.60	152,089.60	Range 14									87.75	7,020.00	182,520.00
Assistant Planner	53.45	4,276.00	111,176.00	56.12	4,489.60	116,729.60	58.92	4,713.60	122,553.60	61.86	4,948.80	128,668.80	64.96	5,196.80	135,116.80
Assistant to the City Manager	69.65	5,572.00	144,872.00	Range 13									83.58	6,686.40	173,846.40
Associate Civil Engineer	68.77	5,501.60	143,041.60	72.19	5,775.20	150,155.20	75.80	6,064.00	157,664.00	79.59	6,367.20	165,547.20	83.58	6,686.40	173,846.40
Associate Planner	61.17	4,893.60	127,233.60	64.24	5,139.20	133,619.20	67.45	5,396.00	140,296.00	70.81	5,664.80	147,284.80	74.35	5,948.00	154,648.00
Building Inspector I	58.03	4,642.40	120,702.40	60.93	4,874.40	126,734.40	63.98	5,118.40	133,078.40	67.18	5,374.40	139,734.40	70.54	5,643.20	146,723.20
Building Inspector II	60.93	4,874.40	126,734.40	63.98	5,118.40	133,078.40	67.18	5,374.40	139,734.40	70.54	5,643.20	146,723.20	74.06	5,924.80	154,044.80
Building Maintenance Mechanic I	43.48	3,478.40	90,438.40	45.67	3,653.60	94,993.60	47.94	3,835.20	99,715.20	50.35	4,028.00	104,728.00	52.87	4,229.60	109,969.60
Building Maintenance Mechanic II	47.90	3,832.00	99,632.00	50.29	4,023.20	104,603.20	52.82	4,225.60	109,865.60	55.47	4,437.60	115,377.60	58.22	4,657.60	121,097.60
Chief Building Official	100.14	8,011.20	208,291.20	Range 20									121.72	9,737.60	253,177.60
Chief Information Officer/Information Technology	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
Child Care Instructor	29.14	2,331.20	60,611.20	30.62	2,449.60	63,689.60	32.15	2,572.00	66,872.00	33.75	2,700.00	70,200.00	35.47	2,837.60	73,777.60
City Clerk	84.66	6,772.80	176,092.80	Range 17									101.57	8,125.60	211,265.60
City Engineer	102.92	8,233.60	214,073.60	Range 21									123.51	9,880.80	256,900.80
City Manager													190.67	15,253.60	396,593.60
Communications and Public Engagement Manager	80.64	6,451.20	167,731.20	Range 16									96.76	7,740.80	201,260.80
Community Development Director	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
Community Engagement Manager	73.12	5,849.60	152,089.60	Range 14									87.75	7,020.00	182,520.00
Community Preservation Manager	80.64	6,451.20	167,731.20	Range 16									96.76	7,740.80	201,260.80
Community Preservation Specialist I	48.39	3,871.20	100,651.20	50.81	4,064.80	105,684.80	53.34	4,267.20	110,947.20	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Community Preservation Specialist II	53.23	4,258.40	110,718.40	55.89	4,471.20	116,251.20	58.67	4,693.60	122,033.60	61.61	4,928.80	128,148.80	64.70	5,176.00	134,576.00
Community Service Officer	44.91	3,592.80	93,412.80	47.14	3,771.20	98,051.20	49.50	3,960.00	102,960.00	51.98	4,158.40	108,118.40	54.59	4,367.20	113,547.20
Crime Analyst	59.39	4,751.20	123,531.20	62.36	4,988.80	129,708.80	65.47	5,237.60	136,177.60	68.73	5,498.40	142,958.40	72.18	5,774.40	150,134.40
Deputy Community Development Director	100.14	8,011.20	208,291.20	Range 20									121.72	9,737.60	253,177.60
Deputy Economic Development Director	100.14	8,011.20	208,291.20	Range 20									121.72	9,737.60	253,177.60
Deputy Finance Director	100.14	8,011.20	208,291.20	Range 20									121.72	9,737.60	253,177.60
Engineering Technician I	50.08	4,006.40	104,166.40	52.59	4,207.20	109,387.20	55.22	4,417.60	114,857.60	57.97	4,637.60	120,577.60	60.88	4,870.40	126,630.40
Engineering Technician II	53.63	4,290.40	111,550.40	56.31	4,504.80	117,124.80	59.13	4,730.40	122,990.40	62.09	4,967.20	129,147.20	65.19	5,215.20	135,595.20
Environmental Services Manager	80.64	6,451.20	167,731.20	Range 16									96.76	7,740.80	201,260.80
Equipment Mechanic I	44.71	3,576.80	92,996.80	46.95	3,756.00	97,656.00	49.30	3,944.00	102,544.00	51.76	4,140.80	107,660.80	54.35	4,348.00	113,048.00
Equipment Mechanic II	49.22	3,937.60	102,377.60	51.69	4,135.20	107,515.20	54.27	4,341.60	112,881.60	56.99	4,559.20	118,539.20	59.83	4,786.40	124,446.40
Executive Assistant	50.79	4,063.20	105,643.20	53.32	4,265.60	110,905.60	55.99	4,479.20	116,459.20	58.79	4,703.20	122,283.20	61.73	4,938.40	128,398.40
Facilities Supervisor	68.86	5,508.80	143,228.80	72.30	5,784.00	150,384.00	75.92	6,073.60	157,913.60	79.71	6,376.80	165,796.80	83.69	6,695.20	174,075.20
Finance Director	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
General Laborer	32.50	2,600.00	67,600.00	34.13	2,730.40	70,990.40	35.84	2,867.20	74,547.20	37.64	3,011.20	78,291.20	39.52	3,161.60	82,201.60
Housing Policies and Programs Manager	84.66	6,772.80	176,092.80	Range 17									101.57	8,125.60	211,265.60
Human Resources Director	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
Human Resources Technician	46.66	3,732.80	97,052.80	49.00	3,920.00	101,920.00	51.44	4,115.20	106,995.20	54.02	4,321.60	112,361.60	56.72	4,537.60	117,977.60
Information Technology Analyst	65.37	5,229.60	135,969.60	68.63	5,490.40	142,750.40	72.08	5,766.40	149,926.40	75.67	6,053.60	157,393.60	79.45	6,356.00	165,256.00

CITY OF NEWARK
Salary Schedule Effective 07/01/2026

	Step 1 Minimum			Step 2			Step 3			Step 4			Step 5 Maximum		
Classification	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**
Information Technology Technician I	45.72	3,657.60	95,097.60	48.00	3,840.00	99,840.00	50.40	4,032.00	104,832.00	52.92	4,233.60	110,073.60	55.57	4,445.60	115,585.60
Information Technology Technician II	51.20	4,096.00	106,496.00	53.76	4,300.80	111,820.80	56.45	4,516.00	117,416.00	59.27	4,741.60	123,281.60	62.23	4,978.40	129,438.40
Junior Engineer-Civil	51.30	4,104.00	106,704.00	53.87	4,309.60	112,049.60	56.56	4,524.80	117,644.80	59.40	4,752.00	123,552.00	62.37	4,989.60	129,729.60
Landscape & Parks Maintenance Worker I	40.62	3,249.60	84,489.60	42.64	3,411.20	88,691.20	44.78	3,582.40	93,142.40	47.02	3,761.60	97,801.60	49.39	3,951.20	102,731.20
Landscape & Parks Maintenance Worker II	44.73	3,578.40	93,038.40	46.98	3,758.40	97,718.40	49.32	3,945.60	102,585.60	51.78	4,142.40	107,702.40	54.37	4,349.60	113,089.60
Landscape Inspector	41.74	3,339.20	86,819.20	43.83	3,506.40	91,166.40	46.02	3,681.60	95,721.60	48.32	3,865.60	100,505.60	50.74	4,059.20	105,539.20
Lead Childcare Instructor	33.53	2,682.40	69,742.40	35.21	2,816.80	73,236.80	36.97	2,957.60	76,897.60	38.82	3,105.60	80,745.60	40.76	3,260.80	84,780.80
Maintenance Superintendent	88.91	7,112.80	184,932.80	Range 18									106.68	8,534.40	221,894.40
Maintenance Supervisor	68.86	5,508.80	143,228.80	72.30	5,784.00	150,384.00	75.92	6,073.60	157,913.60	79.71	6,376.80	165,796.80	83.69	6,695.20	174,075.20
Management Analyst I	55.64	4,451.20	115,731.20	58.43	4,674.40	121,534.40	61.34	4,907.20	127,587.20	64.41	5,152.80	133,972.80	67.62	5,409.60	140,649.60
Management Analyst II	63.43	5,074.40	131,934.40	66.60	5,328.00	138,528.00	69.93	5,594.40	145,454.40	73.42	5,873.60	152,713.60	77.09	6,167.20	160,347.20
Permit Technician	45.42	3,633.60	94,473.60	47.68	3,814.40	99,174.40	50.06	4,004.80	104,124.80	52.57	4,205.60	109,345.60	55.20	4,416.00	114,816.00
Police Captain	113.89	9,111.20	236,891.20	Range 22 - CAP									136.68	10,934.40	284,294.40
Police Chief	130.61	10,448.80	271,668.80	Range 26 - CHIEF									156.73	12,538.40	325,998.40
Police Lieutenant	98.35	7,868.00	204,568.00	Range 19 - LT									118.01	9,440.80	245,460.80
Police Officer	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80	80.55	6,444.00	167,544.00
Police Records and Evidence Supervisor	57.70	4,616.00	120,016.00	60.59	4,847.20	126,027.20	63.62	5,089.60	132,329.60	66.80	5,344.00	138,944.00	70.15	5,612.00	145,912.00
Police Sergeant	80.37	6,429.60	167,169.60	84.39	6,751.20	175,531.20	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40	97.68	7,814.40	203,174.40
Police Support Services Manager	84.66	6,772.80	176,092.80	Range 17									101.57	8,125.60	211,265.60
Principal Civil Engineer	84.66	6,772.80	176,092.80	Range 17									101.57	8,125.60	211,265.60
Principal Planner	84.66	6,772.80	176,092.80	Range 17									101.57	8,125.60	211,265.60
Property and Evidence Technician	43.31	3,464.80	90,084.80	45.48	3,638.40	94,598.40	47.74	3,819.20	99,299.20	50.15	4,012.00	104,312.00	52.65	4,212.00	109,512.00
Public Safety Clerk	42.26	3,380.80	87,900.80	44.37	3,549.60	92,289.60	46.59	3,727.20	96,907.20	48.91	3,912.80	101,732.80	51.37	4,109.60	106,849.60
Public Safety Dispatch Supervisor	60.80	4,864.00	126,464.00	63.83	5,106.40	132,766.40	67.02	5,361.60	139,401.60	70.36	5,628.80	146,348.80	73.89	5,911.20	153,691.20
Public Safety Dispatcher	52.59	4,207.20	109,387.20	55.23	4,418.40	114,878.40	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40	63.92	5,113.60	132,953.60
Public Works Director	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
Public Works Inspector	60.94	4,875.20	126,755.20	63.99	5,119.20	133,099.20	67.19	5,375.20	139,755.20	70.55	5,644.00	146,744.00	74.07	5,925.60	154,065.60
Recreation Assistant	37.40	2,992.00	77,792.00	39.27	3,141.60	81,681.60	41.24	3,299.20	85,779.20	43.30	3,464.00	90,064.00	45.47	3,637.60	94,577.60
Recreation and Community Services Director	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
Recreation and Community Services Supervisor I	59.40	4,752.00	123,552.00	62.37	4,989.60	129,729.60	65.47	5,237.60	136,177.60	68.77	5,501.60	143,041.60	72.19	5,775.20	150,155.20
Recreation and Community Services Supervisor II	65.48	5,238.40	136,198.40	68.78	5,502.40	143,062.40	72.20	5,776.00	150,176.00	75.81	6,064.80	157,684.80	79.60	6,368.00	165,568.00
Recreation Coordinator	46.76	3,740.80	97,260.80	49.09	3,927.20	102,107.20	51.55	4,124.00	107,224.00	54.13	4,330.40	112,590.40	56.83	4,546.40	118,206.40
Red Light Photo Enforcement Technician	43.09	3,447.20	89,627.20	45.24	3,619.20	94,099.20	47.51	3,800.80	98,820.80	49.88	3,990.40	103,750.40	52.38	4,190.40	108,950.40
Senior Accountant	65.48	5,238.40	136,198.40	68.78	5,502.40	143,062.40	72.20	5,776.00	150,176.00	75.81	6,064.80	157,684.80	79.60	6,368.00	165,568.00
Senior Administrative Support Specialist	42.85	3,428.00	89,128.00	44.99	3,599.20	93,579.20	47.25	3,780.00	98,280.00	49.61	3,968.80	103,188.80	52.09	4,167.20	108,347.20
Senior Building Inspector	63.67	5,093.60	132,433.60	66.85	5,348.00	139,048.00	70.19	5,615.20	145,995.20	73.70	5,896.00	153,296.00	77.40	6,192.00	160,992.00
Senior Building Maintenance Mechanic	52.75	4,220.00	109,720.00	55.39	4,431.20	115,211.20	58.15	4,652.00	120,952.00	61.08	4,886.40	127,046.40	64.11	5,128.80	133,348.80
Senior Civil Engineer	81.14	6,491.20	168,771.20	85.20	6,816.00	177,216.00	89.47	7,157.60	186,097.60	93.95	7,516.00	195,416.00	98.61	7,888.80	205,108.80
Senior Equipment Mechanic	54.19	4,335.20	112,715.20	56.89	4,551.20	118,331.20	59.74	4,779.20	124,259.20	62.74	5,019.20	130,499.20	65.88	5,270.40	137,030.40
Senior Information Technology Analyst	72.36	5,788.80	150,508.80	75.97	6,077.60	158,017.60	79.77	6,381.60	165,921.60	83.75	6,700.00	174,200.00	87.95	7,036.00	182,936.00
Senior Landscape & Parks Maintenance Worker	49.26	3,940.80	102,460.80	51.72	4,137.60	107,577.60	54.32	4,345.60	112,985.60	57.02	4,561.60	118,601.60	59.86	4,788.80	124,508.80
Senior Landscape Inspector	49.26	3,940.80	102,460.80	51.72	4,137.60	107,577.60	54.32	4,345.60	112,985.60	57.02	4,561.60	118,601.60	59.86	4,788.80	124,508.80
Senior Management Analyst	71.94	5,755.20	149,635.20	75.55	6,044.00	157,144.00	79.32	6,345.60	164,985.60	83.28	6,662.40	173,222.40	87.44	6,995.20	181,875.20
Senior Planner	70.81	5,664.80	147,284.80	74.35	5,948.00	154,648.00	78.07	6,245.60	162,385.60	81.98	6,558.40	170,518.40	86.08	6,886.40	179,046.40
Senior Street Maintenance Worker	49.27	3,941.60	102,481.60	51.73	4,138.40	107,598.40	54.32	4,345.60	112,985.60	57.03	4,562.40	118,622.40	59.89	4,791.20	124,571.20
Strategic Initiatives Manager	88.91	7,112.80	184,932.80	Range 18									106.68	8,534.40	221,894.40
Street Maintenance Worker I	40.62	3,249.60	84,489.60	42.64	3,411.20	88,691.20	44.78	3,582.40	93,142.40	47.02	3,761.60	97,801.60	49.39	3,951.20	102,731.20
Street Maintenance Worker II	44.73	3,578.40	93,038.40	46.97	3,757.60	97,697.60	49.32	3,945.60	102,585.60	51.78	4,142.40	107,702.40	54.37	4,349.60	113,089.60
Urban Forest Supervisor	57.70	4,616.00	120,016.00	60.59	4,847.20	126,027.20	63.62	5,089.60	132,329.60	66.80	5,344.00	138,944.00	70.15	5,612.00	145,912.00
Vehicle Abatement Officer	35.49	2,839.20	73,819.20	37.25	2,980.00	77,480.00	39.12	3,129.60	81,369.60	41.09	3,287.20	85,467.20	43.13	3,450.40	89,710.40

STAFF REPORT

Item D. 6.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	David Benoun, City Manager
SUBJECT	Report on Administrative Actions During August Recess

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At the December 11, 2025, meeting, the City Council adopted Resolution No. 11796 authorizing the City Manager, or Acting City Manager, to act on certain administrative matters which should not be deferred until the next regularly scheduled meeting of the City Council. The City Council directed the City Manager to report to the City Council after the recess on all such actions.

It is recommended that the City Council, by motion, affirm the City Manager's, or Acting City Manager's, action on the matters listed in Exhibit A.

Attachments

Exhibit A - 2026 August Recess Memo – Table of Contents

Memo 1 - All City Management Services Crossing Guard Agreement

Memo 2 - Purchase of two 2026 Ford Police Interceptor Utility Hybrid AWD vehicles

Memo 3 - Purchase of one 2026 Elgin Crosswind1 Street Sweeper

Memo 4 - Agreement with Orion Security Services for security guard services at City Hall

Memo 5 - Amendment No. 1 to On-Call Civil Engineering Services Agreement with Haley & Aldrich, Inc.

Memo 6 - Landscape Maintenance Services Agreement with Gachina Landscape Management, Inc. Covering Five Fiscal-Year Pricing

Memo 7 - Exercise the 5th year option of the existing contract with Peregrine Technologies Inc.

Memo 8 - Acceptance of a Subscription Agreement with Forensic Logic, LLC for access to the CrimeTracer platform

Exhibit A

Memo No.	Date	Subject	Contract Number (if applicable)
1	08/05/26	All City Management Services Crossing Guard Agreement	C26057
2	08/14/26	Authorization for the purchase of two 2026 Ford Police Interceptor Utility Hybrid AWD vehicles in the about of $124,892.48 utilizing State of California Cooperative Purchasing Contract No. 1-22-23-14C	
3	08/14/26	Authorization for the purchase of one 2026 Elgin Crosswind1 Street Sweeper in the amount of $500,000.00 utilizing Sourcewell Cooperative Purchasing Contract No. 062425-ELG	
4	08/26/26	Approve and execute agreement with Orion Security Services for security guard services at City Hall through June 30, 2029	C26075
5	08/28/26	Authorize Amendment No. 1 to On-Call Civil Engineering Services Agreement with Haley & Aldrich, Inc., increasing Not-to-Exceed Amount from $900,000 to $1,278,000.	
6	08/31/26	Approval of Landscape Maintenance Services Agreement with Gachina Landscape Management, Inc. Covering Five Fiscal-Year Pricing Periods through June 30,2031, in an amount Not to Exceed $2,275,000/	
7	8/31/26	Exercise the 5th year option of the existing contract in the amount not to exceed $100,000 with Peregrine Technologies, Inc. for fiscal year 2026-2027.	
8	8/31/26	Authorize the acceptance of a Subscription Agreement with Forensic Logic, LLC for access to the CrimeTracer platform for FY2026-2027 and FY2027-2028.	

City of Newark Memorandum

DATE: August 3, 2026

TO: David Benoun, City Manager

VIA: Jonathan Arguello, Police Chief

CC: Krysten Lee, Finance Director
Kris Kokotaylo, City Attorney

FROM: Michelle Griese, Police Lieutenant

SUBJECT: All City Management Services Crossing Guard Agreement

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BACKGROUND:

The City of Newark has contracted with All City Management Services, Inc. (ACMS) to provide school crossing guard services since August 2011. In 2023, the Police Department conducted a Request for Proposals process for school crossing guard services. At the close of the solicitation period, the City received a single proposal, submitted by ACMS. Staff evaluated the proposal and determined that ACMS possessed the qualifications and experience necessary to continue providing crossing guard services for Newark Unified School District schools.

The City contracts for crossing guard services rather than maintaining a City-operated crossing guard program. Under the agreement, ACMS is responsible for recruiting, hiring, training, scheduling, supervising, and providing day-to-day crossing guard coverage. These services allow the Police Department to focus sworn and professional staff resources on core public safety responsibilities while ensuring consistent crossing-guard coverage at designated school crossings.

Crossing guard services are currently provided at the following Newark Unified School District locations:

- Birch Grove Primary Elementary School: Smith Avenue & Jacaranda Drive
- Birch Grove Intermediate Elementary School: Central Avenue & Birch Street
- Coyote Hills Elementary School: Cherry Street & Fountain Avenue
- Kennedy Elementary School: Chapman Drive & Blackburn Drive
- Lincoln Elementary School: Bettencourt Street
- Schilling Elementary School: Thornton Avenue & Spruce Street
- Newark Junior High School:

- Lafayette Avenue & Christine Street
- Lafayette Avenue & Barnard Street

The second crossing guard assigned to Newark Junior High School serves as a reserve position to help fill vacancies at other school sites when necessary.

DISCUSSION AND ANALYSIS:

School crossing guards play a critical role in promoting pedestrian safety and providing a visible presence at key school crossings throughout the community. The City's crossing guard program helps students safely navigate busy intersections and school travel routes during arrival and dismissal periods.

Prior to contracting for crossing guard services, many municipalities found that managing crossing guard recruitment, staffing, supervision, scheduling, and coverage internally required significant administrative oversight and often resulted in public safety personnel being reassigned from other duties. Contracted crossing guard services provide trained personnel, supervisory oversight, employee management, and staffing resources necessary to maintain consistent coverage. Similar findings have been documented by neighboring agencies that use contracted crossing-guard services.

ACMS currently provides crossing guard services to numerous California municipalities and has served Newark for more than 15 years. During this period, ACMS has demonstrated an ability to recruit, train, supervise, and retain crossing guards while maintaining consistent coverage at Newark school sites. The company provides employee training, scheduling, field supervision, payroll administration, workers' compensation coverage, and replacement staffing when vacancies occur.

The proposed agreement will provide coverage for eight crossing guard positions serving Newark Unified School District schools during the 2026-2027 school year. Based on eight crossing guard locations operating three hours per day over 180 school days, the program is projected to provide approximately 4,320 hours of crossing guard services. The term of the agreement will commence on August 6, 2026, and conclude on June 30, 2027.

FISCAL IMPACT:

The proposed agreement with ACMS. is for school crossing guard services for the 2026-2027 school year in an amount not to exceed $175,000.

The agreement establishes an hourly rate of $39.83 per crossing guard hour. Based on eight crossing guard positions, three hours per day, and approximately 180 school days, the City anticipates approximately 4,320 service hours, resulting in an estimated annual cost of

$172,065.60. The recommended not-to-exceed amount includes approximately $2,934.40 in capacity for minor schedule adjustments, coverage needs, or other operational variances during the school year.

Sufficient funding is included in the adopted Fiscal Year 2026-27 Police Department operating budget, Account No. 110.30.030.301.6221 – Crossing Guard Services. Approval of this agreement does not require an additional budget appropriation.

RECOMMENDATION:

Staff recommends the City Manager sign the ACMS Agreement in the amount of one hundred seventy-two thousand sixty-five dollars and sixty cents ($172,065.60) for the fiscal year 2026-2027.

Pursuant to Newark Resolution No. 11796, adopted December 11, 2025, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2026, I, David J. Benoun, hereby authorize the acceptance of an agreement with All City Management Services, Inc. for school crossing guard services for fiscal year 2026-2027.

David J. Benoun, City Manager

By

8-5-26

Date

C26057

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated June 30, 2026, and is between the CITY OF NEWARK (hereinafter called the "Principal"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for an initial term which commences on or about August 1, 2026, and ends on June 30, 2027 (the "Initial Term"). Thereafter, the term of this Agreement shall renew automatically on the termination date of this Agreement for up to two (2) additional, successive one (1) year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless either party provides the other party with no less than thirty (30) days' written notice to the other party prior to the end of the Initial Term or the Renewal Term, as applicable, in which case this Agreement shall terminate on the expiration date of the Initial Term, or the then-current Renewal Term, as the case may be.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Principal.

3. The Principal shall designate a representative to serve as its point of contact for dealing with Contractor with respect to this Agreement.

4. The Principal shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the

state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under Principal's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.

10. Contractor 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 Contractor, his agents, representatives, subcontractors, or employees.

A. Verification of Coverage.

Contractor shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Contractor 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 Contractor 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

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.

Contractor shall maintain limits no less than:

General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
Automobile Liability:	$1,000,000 per accident for bodily injury and property damage.
Employer's Liability:	$1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

For all "claims made" coverage, in the event that Contractor changes insurance carriers Contractor 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 Contractor changes to a new carrier.

F. Wasting Policies.

No policy required by this Section 10 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Contractor 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 Contractor'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 Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Contractor 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 Contractor; including materials, parts or equipment furnished in connection with such work or operations.
2. **Primary Coverage**. For any claims related to Services, Contractor'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 Contractor's insurance and shall not be contribute with it. Contractor's policy will not seek contribution from the City's insurance or self insurance.
3. **Notice of Cancellation**. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.
4. **Civil Code § 2782**. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
5. **Deductibles and Self-Insured Retentions (SIR).** All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
6. **Subcontractors**. Contractor shall include all subcontractors as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subcontractor. All coverages for subcontractors 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 Contractor for City.
8. **Coverage is Material Element**. Maintenance of proper insurance coverage in conformity with the provision of this Section 10 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".

11. Contractor agrees to defend, indemnify and hold harmless the Principal, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

b) In the event the Principal, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay Principal, its officers, agents, or employees, any and all costs and expenses incurred by the Principal, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of Principal, liability will be apportioned between Contractor and Principal based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify Principal will be limited accordingly.

d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to Principal for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $6,000,000 (Six Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the Principal.

14. The Principal agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of thirty-nine dollars and eighty-three cents **($39.83)** per hour, per Crossing Guard during the Initial Term. It is understood that the cost for providing four thousand three hundred twenty **(4,320)** hours of service shall not exceed one hundred seventy-two thousand sixty-five dollars and sixty cents **($172,065.60)**. For automatic renewals no less than (60) days before the expiration of the Initial Term, or the Renewal Term, as applicable, Contractor will notify Principal of its proposed hourly rate for the following 12-month period, which will be deemed accepted by Principal unless Principal notifies

Contractor of its disagreement therewith, or its intent not to renew the Agreement, in writing, no less than thirty (30) days prior to the end of the Initial Term or the Renewal Term, as applicable. If Principal disagrees with Contractor's proposed new hourly rate, but still wishes to renew the Agreement the parties will negotiate in good faith to reach mutual agreement on, and confirm in writing, the new hourly rate for the following 12-month period, prior to the expiration of the Initial Term or the Renewal Term, as the case may be.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide Principal with 60 days-notice of its request to increase pricing. Principal agrees to review and respond to said notice within 30 days of receipt.

17. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

PRINCIPAL

City of Newark

By_____
Signature

DAVID J. BENOWN
_____
Print Name and Title City Manager

Date 8-5-20

CONTRACTOR

All City Management Services, Inc.

By_____

_____
Print Name and Title

Date_____

City of Newark

Memorandum

DATE: August 12, 2026

TO: David J. Benoun, City Manager

VIA: Howard Young, Public Works Director

VIA: Scott Alman, Interim Maintenance Superintendent

FROM: Nicholas Icasiano, Maintenance Supervisor

SUBJECT: Authorization for the purchase of two 2026 Ford Police Interceptor Utility Hybrid AWD vehicles in the amount of $124,892.48 utilizing State of California Cooperative Purchasing Contract No. 1-22-23-14C

RECOMMENDATION

Two additional patrol vehicles are needed to maintain adequate fleet capacity and support uninterrupted daily patrol operations. Staff recommends that the City Manager authorize the purchase of two 2026 Ford Police Interceptor Utility Hybrid AWD vehicles in the amount of $124,892.48 through State of California Cooperative Purchasing Contract No. 1-22-23-14C.

The 2026-2028 Biennial Budget and 2026-2031 Capital Improvement Plan includes funding for the acquisition of two additional police patrol vehicles to support the operational needs of the Newark Police Department.

Staff determined that two additional patrol vehicles are needed because the current fleet does not include enough reserve vehicles to maintain patrol operations when vehicles are unavailable due to scheduled maintenance, mechanical repairs, or accident-related replacement. As a result, officers may occasionally be without an assigned vehicle or required to share vehicles, reducing operational efficiency and patrol readiness.

The City's Purchasing Rules and Regulations authorize cooperative purchasing when another public agency has completed a competitive procurement process that satisfies the City's purchasing requirements. The State of California competitively awarded Contract No. 1-22-23-14C for police vehicles, allowing local agencies to purchase vehicles directly from authorized dealers at established contract pricing. Using this cooperative purchasing contract enables the City to acquire the vehicles in a timely and cost-effective manner.

The vehicles include factory-installed police equipment designed for patrol operations, including a hybrid all-wheel-drive powertrain, ballistic Level III+ front door panels, a police idle feature, the Ford Pro Upfit Integration System, an emergency lighting preparation package, rear

auxiliary air conditioning, a police wiring package, steering wheel-mounted upfitter switches, and a five-year/100,000-mile Ford PremiumCare warranty.

The vehicle purchase price does not include the specialized outfitting necessary to place the vehicles into patrol service. Vehicle outfitting includes the installation of emergency lighting and sirens, radio communications equipment, mobile data computers, in-car camera systems, graphics and decals, partitions, weapon mounts, storage systems, rear cargo boxes, power supplies, specialized vehicle wiring, and other law enforcement equipment. A separate action requesting approval of the outfitting costs is in progress and anticipated to be within budget.

Approval of this purchase would increase fleet availability and support the continued delivery of police services throughout the community.

The 2026-2028 Biennial Budget and 2026-2031 Capital Improvement Plan includes funding for the purchase of two additional police patrol vehicles.

The cost of purchasing two police patrol vehicles is $124,892.48 ($62,446.24 per vehicle), including applicable taxes, fees, delivery, and a five-year/100,000-mile Ford PremiumCare warranty. A prompt-payment discount of $500 per vehicle is offered if payment is received within 20 days of the invoice, resulting in a potential savings of $1,000.

Pursuant to Newark Resolution No. 11796, adopted December 11, 2025, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2026, I, David J. Benoun, hereby authorize the purchase of two 2026 Ford Police Interceptor Utility Hybrid AWD vehicles in the amount of $124,892.48 utilizing State of California Cooperative Purchasing Contract No. 1-22-23-14C.

David J. Benoun, City Manager

8-14-26

By

Attachments

Attachment A: Folsom Lake Ford quotation dated April 28, 2026
Attachment B: State of California Cooperative Purchasing Contract No. 1-22-23-14C
Attachment C: Contract Pricing, Supplement 6, 8/1/2025
Attachment D: Specifications 2310-5644, dated 9/30/2021
Attachment E: Specifications 2310-5712, dated 9/30/2021

PRICE QUOTATION
FOLSOM LAKE FORD
12755 FOLSOM BLVD.
FOLSOM, CA 95630
(916) 351-4202 - Direct

Date: 4/28/2026

To: Nicholas Icasiano / Maintenance Supervisor / City of Newark (Patrol)
From: Mark A. Paoli / Fleet Director / Folsom Lake Ford
Subject: Pricing for 2026 Ford Interceptor (State of California Contract #1-22-23-14C)

$49,313.00 - Bid Price (2026 Ford Police Interceptor Utility AWD / 3.3L V6 Hybrid)
1,295.00 - Paint Rear Doors to Match (CAL) - Lifetime Warranty
930.00 - Front Headlamp Lighting Solution (66A) - Includes Pre-Wiring (60A)
817.00 - Spot Lamps - Dual Unity LED (51S)
475.00 - Rear Lighting Solution (66C)
352.00 - Underbody Deflector Plate (76D)
207.00 - Police Wire Connector Kit - Front/Rear (67V)
84.00 - Rear Door-Controls Inoperable Locks/Handles/Windows (68G)
0.00 - Global Lock / Unlock Feature (18D)
$53,473.00 - Selling Price (Agate Black Metallic Paint w/Four White Doors and Roof)
85.00 - Documentation Fee
$53,558.00 - Subtotal
5,757.49 - Sales Tax (10.75%) Subject to Change
2,785.00 - PremiumCare Warranty (5yr/100k/0ded)
300.00 - Delivery to Newark, CA
37.00 - DMV Electronic Filing Fee
8.75 - California Tire Fee
$62,446.24 - Total Price (EACH)
X2
$124,892.48 - Total Price (2-Interceptors) F.O.B. Newark, CA

Payment Terms: $500.00 Discount Per Vehicle for Payment Within 20 Days / Net 30

Included: Ballistic Door Panels (Level III+), BLIS (Blind Spot Monitoring with Cross Traffic Alert), Dark Car Feature, Ford Pro Upfit Integration Feature, Ford Telematics (Includes Complimentary Two-Year Subscription), Front License Plate Bracket, Noise Suppression, Police Engine Idle Feature, Police Perimeter Alert, Police Pursuit Mode, Power Passenger Seat (4-Way), Red/White Dome Lamp In Cargo Area, Rear Auxiliary Air Conditioning, Rear View Camera with Washer (Displayed In 8" Center Stack Screen) Includes On-Demand Feature, Remote Keyless Entry with Four Keys and FOBs, Reverse Sensing, SYNC (Bluetooth), Trailer Hitch (Class III - Includes Wiring), Upfitter Switches(4) Mounted on Steering Wheel and 5yr/100k/0ded Powertrain Warranty.

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 8***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
8	***Supplement 8 reflects the following changes:*** ➢ ***Cover Page: Contract Administrator has been updated*** ➢ ***Article 26: Contract Administrator has been updated.****	***4/7/2026****
7	Supplement 7 reflects the following changes: ➢ Cover Page: Contract Administrator has been updated ➢ Article 26: Contract Administrator has been updated.	10/7/2025
6	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change: ➢ Cover Page: Contract expiration date has been updated to extend the contract. ➢ Attachment A – Contract Pricing, Supplement 6 has been updated to reflect open ordering bank and new MY cost.	8/1/2025
5	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change: ➢ Attachment A – Contract Pricing, Supplement 5 has been updated to reflect OEM ordering bank status	5/23/2025
4	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following change: ➢ Article 38: has been updated to new title and language.	4/10/2025
3	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes: ➢ Cover Page: Contract expiration date has been updated to extend contract. ➢ Article 37, VETTED FORMS/CERTIFICATIONS has been added.	7/29/2024

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 8***

Supplement Number	Description/Articles	Supplement Date
2	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes: ➢ Cover Page Note ➢ Attachment A – Contract Pricing, Supplement 2 has been updated to reflect a price increase. ➢ Effective February 1, 2024, orders for 25MY will be accepted.	1/30/2024
1	Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes: ➢ Attachment A – Contract Pricing, Supplement 1 has been updated to reflect a price increase. ➢ Effective September 9, 2022, orders for 23MY will not be accepted and 23MY vehicles will not be available until further notice. ➢ Note: The cut-off date to submit orders for 23MY is close of business September 8, 2022.	9/2/2022
N/A	Original Contract Posted	5/11/2022

All other terms and conditions remain the same.

Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 8***

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Contract (Mandatory) 1-22-23-14C
Contract User Instructions, ***Supplement 8***

1. SCOPE

The State's contract with (Contractor) provides Enforcement Vehicles, Police Pursuit at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-14C. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Enforcement Vehicles, Police Pursuit to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely

manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

All line items are listed on Attachment A – Contract Pricing.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B1, Specifications 2310-5644, dated 9/30/2021 and Attachment B2, Specifications 2310-5712, dated 9/30/2021.

9. CUSTOMER SERVICE

Contractor will provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

Contact	Phone	Email
Customer Service Unit	(916) 351-4202	MarkPaoli@folsomlakeford.com

10. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions (rev 06/08/10), Article 16 entitled "Substitutions".

11. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer the ordering agency the promotional pricing or the discount percentage off list, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates
- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contractor refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

12. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site (https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

13. MINIMUM ORDER

The minimum order shall be one (1) vehicle

14. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630	Facsimile: (916) 353-2078	Email: MarkPaoli@folsomlakeford.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

15. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

16. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within forty-eight (48) hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Anticipated delivery date

17. OUT OF STOCK REMEDY

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order
- Cancel the item from the order with no penalty

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

18. DISCONTINUED ITEM REMEDY

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 10, Product Substitutions)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

19. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

B. Delivery Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window Sticker" showing all options installed
- One (1) copy of the vehicle warranty
- One (1) Owner's Manual
- Speed Calibration documentation for each vehicle

C. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside garages and parking lots.

D. Schedule

Delivery made to any State department is to begin within ninety (90) days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Delivery to local agencies is to be completed in full within 150 days ARO.

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

E. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

20. FREE ON BOARD (F.O.B.) DESTINATION

All prices offered shall be F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all

orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

The Contractor will be required to deliver vehicles to State agencies or local agencies FOB Destination, Sacramento County. Additionally, delivery shall be FOB Destination to the California Highway Patrol (CHP), Fleet Operations, 3300 Reed Ave., West Sacramento, California 95605.
Vehicles shall be delivered from the factory to the Contractor's place of business. If the purchase order indicates delivery outside an FOB point, the Contractor and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge by the resulting contractor(s). This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the FOB area must contact the Transportation Management Unit for freight rate comparisons if the Contractor is delivering the vehicle. These delivery instructions will be provided on the purchase order. Contractors receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the fuel tank.

Drop ship deliveries shall not be made without prior State inspection.

Vehicles delivered from a Contractor with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 250 miles on the odometer will not be accepted.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. PACKING SLIP

A packing slip will be included with each shipment, which will include at least the following information in no particular order:

- Agency order number (purchase order number)
- Ordering agency name

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back ordered or out of stock items and availability date of unfilled and partial shipment
- Number of parcels
- Destination
- All information contained on the packing label

23. PACKING LABEL

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering agency name
- Delivery address, unit, and/or floor
- Department and floor
- Ordering agency contact name
- Ordering agency telephone number

24. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

25. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State Inspector at the Contractor's place of business. Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the dealer and local purchasing agency. Inspection will commence within five (5) State working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State Inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local purchasing agency.

26. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Folsom Lake Ford
Contact Name:	***Jamie Boes****	Mark Paoli
Telephone:	***(279) 240-7274****	(916) 951-4202
Facsimile:	***N/A****	(916) 353-2078
Email:	***Jamie.Boes@dgs.ca.gov****	MarkPaoli@folsomlakeford.com
Address:	DGS/Procurement Division Attn: ***Jamie Boes**** 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	Folsom Lake Ford Attn: Mark Paoli 12755 Folsom Blvd. Folsom, CA 95630

27. RETURN POLICY

The Contractor will accept all products for return at no cost to the ordering agency within thiry (30) calendar days of delivery, and refund the customer in full.

Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the 10 percent restocking fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering agency a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile, or e-mail.

28. CREDIT POLICY

The Contractor shall offer a credit/refund for the following items:

- Items shipped in error
- Items that are returned within thirty (30) calendar days of delivery
- Defective or freight-damaged items

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. The Contractor cannot require the ordering agency to deal directly with the manufacturer.

29. RESTOCKING FEES

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned within thirty (30) calendar days of delivery
- Items that are returned, but exchanged for other items within thirty (30) calendar days

Re-stocking fees for all other reasons shall be 10 percent of the value of the items to be re-stocked.

The packaging and documentation provisions in accordance with Article 27, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than sixty (60) days after delivery. The ordering agency will be responsible for return transportation costs to the Contractor if so accepted after sixty (60) days after delivery.

30. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

31. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Cash Discount of $500 per unit for payment within twenty (20) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. **State departments should contact the Contractor for copies of the Payee Data Record.**

32. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Folsom Lake Ford	26-797640

33. WARRANTY

The manufacturer's regular new vehicle warranty shall apply to all vehicles procured against the resulting contract.

The warranty shall be factory authorized and shall cover not less than 3 years/36,000-mile bumper to bumper, no charge parts and labor. All emission-related components shall be warranted in compliance with the California Air Recourses Board (CARB) and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000-mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000-mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request. The solicitation shall also require each awarded Bidder to designate by name, a responsible contact and alternate assigned for the duration of the contract, who will resolve State warranty-related claims on a priority basis.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in

writing of the actual "in-service" date.

34. WARRANTY REPAIR PARTS

It shall be the responsibility of the Contractor to maintain an adequate stock of all regular and special parts to meet the continuing service and warranty repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at the Contractor's expense when parts are not in stock in California parts depots. Warranty replacement parts shall be available within three (3) working days after telephone notification.

35. RECYCLED CONTENT

There is no recycled content associated with this contract.

36. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

37. VETTED FORMS/CERTIFICATION

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- GenAI Disclosure & Factsheet (STD 1000)
- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

38. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES

Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence.

39. ATTACHMENTS

Attachment A – Contract Pricing, Supplement 6, 8/1/2025
Attachment B1 – Specifications 2310-5644, dated 9/30/2021
Attachment B2 – Specifications 2310-5712, dated 9/30/2021

Statewide Contract 1-22-23-14C Enforcement Vehicles, Police Pursuit

Attachment A - Contract Pricing, Supplement 6

Contractor: Folsom Lake Ford

Non-core discount = 0% off catalog list price. To access a complete list of contract Non-Core catalog pricing contact Folsom Lake Ford

CORE ITEMS

Contact Line Item # (CLIN)	Commodity Description	Manufacturer (OEM)	Model	SKU # / Item #	Unit of Measure	Quantity in Unit of Measure	Contract Price
C1	**Law Enforcement Mid-size Utility Vehicle with Police Package** in accordance with specification #2310-5644 dated 9/30/2021.	Ford	Explorer	K8A	Each	1	*$49,313.00*
C2	**Law Enforcement HEV Police Pursuit/Interceptor** in accordance with specification #2310-5712 dated 9/30/2021	Ford	Explorer	K8A	Each	1	*$49,313.00*
C3	5yr. / 100,000 mi. - Extended Powertrain Warranty Utility Vehicle	Ford	N/A	N/A	Each	1	$ -
C4	OPTIONAL BADGE DELETE: Manufacturer's nameplate(s) / badge(s) shall be removed from the vehicle on both front doors below the window belt molding and on the tailgate. "After-factory" dealer nameplate / badge removal is acceptable if factory badge delete is unavailable from the manufacturer **Note: Option not available for Ford Explorer HEV. Item T2**	Ford	16D	N/A	Each	1	$ -
C5	BALLISTIC DOOR PANEL DELETE OPTION: Remove front driver and passenger door mounted ballistic panels	Ford	Level 3 +	N/A	Set	2	$ 2,853.00

End of Sheet

Document Summary

Detail Type	Detail
Event ID	0000020265
Commodity	MIDSIZE UTILITY VEHICLE, LAW ENFORCEMENT HIGH SPEED VEHICLE POLICE PURSUIT
Attachment (Exhibit)	Attachment B1
Group-Class	23-10
Bid Specification	2310-5644
Revision Level	Original
Revision Date	September 30, 2021
Agency Name	Statewide

Revision History

Bid Spec	Rev Level	Revision Date	Author	Summary of Changes
2310-4264	Original	April 12, 2018	MADUELL, R	First Bid Development
2310-5644	Original	Sept 30, 2021	Lai, Y	Bid Development

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1.0 SCOPE

This specification describes the State of California minimum requirements for an **all or rear wheel drive** midsize utility vehicle (UV) to be used in high-speed highway traffic and general law enforcement work. The vehicle will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads, and road surfaces and at altitudes ranging from approximately 200 feet below sea level to 10,000 feet above sea level. Ambient temperatures to which the vehicle will be exposed will range from approximately 0°F to 120°F.

The manufacturer shall use components, materials and design practices that are the best available in the industry for the type of operational conditions to which the vehicles will be subjected. Engine, transmission, driveline, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, as well as safety and not merely meet the minimum requirements of this specification. Where necessary, the component parts shall exceed the usual quantity, quality, or capacity generally supplied with standard production vehicles in order to withstand the unusual strain, exposure, temperature, wear and use required for a police application.

2.0 APPLICABLE LAWS and INDUSTRY STANDARDS

Specifications, standards and codes referenced in this document in effect on the opening of the 'Invitation for Bid', form a part of this specification.

2.1 LAWS and REGULATIONS

2.1.1 Applicable California Vehicle Code (CVC).

2.1.2 Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard" (FMVSS)

2.1.3 California Code of Regulations, Title 13, "Motor Vehicles" rules and regulations (except emissions regulations)

2.1.4 Federal and State rules, regulations, and safety standards applicable to the vehicle type in effect on the date of the opening of the invitation for bid.

2.1.5 Vehicles shall meet 50 State emissions requirements that allow the resale of these vehicles to the general public as originally equipped upon emergency vehicle "service life" completion

2.2 INDUSTRY STANDARDS

2.2.1 Society of Automotive Engineers (SAE) J 1100, "Motor Vehicle Dimensions" and other applicable SAE standards.

3.0 TECHNICAL REQUIREMENTS

All vehicles offered in compliance with these specifications shall be the manufacturer's "Police Pursuit" rated midsize UV model and shall be suitable for high-speed pursuit and emergency driving. All vehicles shall meet the following minimum specifications:

3.1 GENERAL REQUIREMENTS

3.1.1 Each vehicle shall be new (unused), current model year production. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirements of this specification shall also be installed.

3.2 ENGINE

3.2.1 The engine shall be a manufacturer's **"Police Package"** configuration and shall have a displacement, to be determined by the manufacturer, sufficient so that all performance requirements described in Section 1.0, Scope and Section 3.25, Performance Requirements are achieved.

3.2.2 The engine shall be designed to operate knock free at all engine and vehicle speeds on unleaded fuel with a minimum octane rating of 87 [(RM + MM) ÷ 2].

3.3 ENGINE OIL COOLER

3.3.1 An auxiliary engine oil cooler shall be installed if required to maintain oil operating temperatures ≤ 300°F, under operating conditions described in the Section 1.0 of this specification.

3.4 FUEL SUPPLY SYSTEM

3.4.1 The fuel supply system shall be of such a design to eliminate vapor lock when the engine is operating in high ambient temperatures or during periods of extended idling.

3.5 FUEL TANK

3.5.1 The fuel tank furnished shall be the largest capacity available.

3.6 COOLING SYSTEM

3.6.1 The cooling system shall be liquid pressurized, forced circulation type. The manufacturer shall provide the heaviest duty cooling system components and recovery system applicable to the model offered. The cooling system design and capacity shall maintain the engine at optimum temperature, under all operating conditions specified, without any loss of coolant or overheating of engine or components. The cooling system shall be free of contaminants that may affect cooling system component longevity and performance. Optimum engine temperature shall be maintained with the vehicle loaded to the vehicle manufacturer's published maximum gross vehicle weight rating (GVWR) and continually operated in all operating environments described within the scope of this specification.

3.7 ELECTRICAL SYSTEM

3.7.1 The electrical system shall be 12-volt negative ground. All wiring shall include weather-proof connectors.

3.7.2 The vehicle battery shall be the optional heaviest duty type available, compatible with the vehicle charging system and intended for police service. The vehicle battery shall have a minimum of 700 cold cranking amps, with a manufacturing date not exceeding six (6) months prior to vehicle delivery. Vehicles will not be accepted with batteries exhibiting less than 90 percent of full charge at time of delivery.

3.7.3 The generator/alternator shall be the highest capacity optional generator/alternator listed in the manufacturer's current police package brochure applicable to the vehicle bid. It shall have a minimum 200-amp output.

3.8 TRANSMISSION

3.8.1 The transmission shall be fully automatic transmission equipped with auxiliary transmission fluid coolers, if necessary, to maintain oil operating temperatures not to exceed 275°F, maximum. Console or floor mounted shifters are acceptable but must be capable of allowing the installation of California Highway Patrol (CHP) radio and equipment.

3.9 BRAKES

3.9.1 The brakes shall be power assisted and feature an anti-lock brake system (ABS). All four wheels shall be equipped with disc brakes. Friction material shall be designed for police applications.

3.10 WHEELS AND TIRES

3.10.1 Each vehicle shall be supplied with five (5) matching wheels and tires. One (1) of the five (5) shall be a matching full-size wheel and spare tire. A space saver type spare tire is not acceptable. The wheels shall have a safety ridge rolled into the rim or otherwise designed to prevent the tire from separating from the wheel in the event of a flat. Wheels shall be steel construction, designed for police applications. Lug nuts shall be covered with a center cap. Manufacturer's standard Tire Pressure Monitoring System shall be supplied. If a tire pressure activation tool is needed to reset the light on the tire pressure monitoring system, one tool shall be provided for each vehicle as part of this requirement.

3.10.2 The vehicle manufacturer shall test and certify tires as acceptable for original equipment and replacement installation on the police package vehicle specified in this invitation for bid.

3.10.3 Any wheel weights used shall be "non-lead" type.

3.11 SUSPENSION

3.11.1 The front and rear suspension including shock absorbers shall be designed for police work. Front and rear stabilizer bars are required.

3.12 DIFFERENTIAL

3.12.1 The differential shall be the conventional type, ring and pinion gears, with a ratio designed to give the best overall performance for the transmission and tire size installed on the vehicle. The gear ratio shall be the same on all vehicles.

3.13 RADIO SUPPRESSION

3.13.1 The vehicle shall not cause the radio system to be affected by any electromagnetic interference (EMI) or radio frequency interference (RFI) including but not limited to the following radio frequencies currently in use by CHP vehicles:

a) Low Band: 39 - 46 MHz Transmit and Receive.

b) Repeaters: 153 -155 MHz Transmit and Receive.

c) Radio, UHF 440 - 490 MHz Transmit and Receive.

d) Allied Radio 806 - 870 MHz Transmit and Receive.

e) Allied Radio 581 - 866 MHz Transmit and Receive.

f) Allied Radio 159 - 173 MHz Transmit and Receive.

g) Allied Radio 150 - 174 MHz Transmit and Receive.

h) Radio / Repeater 764 - 806 MHz Transmit and Receive.

i) Canines 26 - 28 MHz Receive.

j) Canines 303.9 MHz Receive.

k) Computers: 896-901 MHz Transmit, 935-940 MHz Receive.

l) Canines: 303.875 MHz Receive.

3.13.2 The vehicle should not cause the radio system more than one (1) dB of radio degradation at the antenna whether it be radiated or conducted radio frequency interference (RFI), or electromagnetic interference (EMI). If the vehicle causes the radio system any two or all three types of interference, the total combined allowable receiver degradation is 1 dB at all CHP frequencies. See Exhibit 2 for radio degradation testing details.

3.14 BODY

3.14.1 The body shall be a four door, midsize SUV with center post. Protective side molding shall not be installed on the vehicle. This is to permit installation of an Agency insignia (33" long by 20" high) without trim interference.

3.14.2 The wheel wells shall be constructed so that OEM approved tire chains or cables may be installed in a conventional manner, without clearance problems and without causing body or structural damage to the vehicle.

3.15 EXTERIOR COLOR

3.15.1 The body shall be painted manufacturer's gloss black. The roof panel and lower portion of both front doors below the window belt line shall be painted manufacturer's gloss bright white. After-factory applied paint to accomplish the white portion of the two-tone paint scheme is acceptable if factory applied black and white two-tone paint configuration is unavailable from the manufacturer.

3.16 INTERIOR/SEAT UPHOLSTERY

3.16.1 Front seats shall be bucket type accommodating the installation of a center console by the end user. A 60/40 split bench/bucket type seat is not acceptable. The driver's seat shall be power adjustable and shall be designed for maximum comfort, support and durability. **The front and rear seats shall be the manufacturer's standard cloth upholstery (A vinyl rear set is acceptable provided the manufacturer warranties the vinyl seat material against sun and heat damage for not less than three (3) years).**

3.17 SPEEDOMETER

3.17.1 The vehicle described in this specification will be used in law enforcement and speedometer accuracy is essential. The speedometer shall be calibrated and be accurate within two (2) miles per hour at speeds from 15 to 100 miles per hour of the true vehicle speed, within the environmental operating conditions specified in Section 1.0 Scope. A digital only speedometer is preferred and shall be installed if offered. If equipped with an analog speedometer, the dial face shall be marked up to a minimum of 140 miles per hour and the face markings shall be in increments no greater than two (2) miles per hour. The design of the speedometer, whether analog or digital, shall be such to ensure accuracy throughout the life of the vehicle. A letter of certification of accuracy shall be provided with each unit and shall be applicable to both digital and analog displays. The bidder shall specify the size of tires for which the speedometer is certified.

3.18 PAYLOAD

3.18.1 The vehicle shall have a minimum payload of 1500 lbs when configured in the standard Police Pursuit rated version.

3.19 RADIO

3.19.1 Vehicle shall be factory equipped with the factory base radio and at least two (2) front mounted radio speakers and two (2) rear mounted radio speakers.

3.20 SPOTLIGHTS

3.20.1 Factory installed A-Pillar incandescent spotlights with 2 wire handles, one spotlight on each A-Pillar. Shall be a glass sealed beam incandescent bulb H-7635. The two wire handles shall have one black and one red color wire each 48 inches in length and non-terminated. If factory is unable to install the spotlights, factory shall prepare the vehicle structure ready for spotlight installation (i.e. manufacturer shall at a minimum install spotlight brackets and drill A-pillar through-holes) and send the spotlight assemblies to CHP for installation.

3.21 HOOD-LATCH RELEASE

3.21.1 The hood latch release shall be mounted inside the front passenger compartment so that the hood cannot be readily opened from outside the vehicle. The release shall be readily accessible to the seated driver.

3.22 FLOOR COVERING

3.22.1 The floor covering of the front and rear floor shall be standard rubber, vinyl or carpet. The color shall be keyed to the upholstery color. OEM floor mats shall be included for carpeted vehicles.

3.23 INTERIOR AREA

3.23.1 The Vehicle shall be equipped with 1st and 2nd row seats only and shall have a seating capacity of minimum 5.

3.24 CONTROLLER AREA NETWORK (CAN) SYSTEM

3.24.1 At a minimum, the vehicle shall make available in usable format the following vehicle signals via the vehicle's CAN for use by the CHP's emergency vehicle equipment (Whelen CenCom Core ® or similar): engine running, vehicle speed, brake-service (indicator of brake pedal being applied), doors (open/closed state of all doors and hatch), turn signal (right, left), transmission selector position (park, reverse, neutral, drive), and key position (off, accessory, run, crank).

3.25 MISCELLANEOUS EQUIPMENT

3.25.1 The vehicle shall be equipped with the following miscellaneous equipment:

a) Backup camera with display.

b) Reverse sensing.

c) Heated driver and passenger mirrors.

d) Tilt steering wheel.

e) Fresh air type heater and defroster. Refrigeration air conditioning of a size and type recommended and installed by the manufacturer of the vehicle.

f) Intermittent windshield wiper system.

g) Fuel level and water temperature indicator gauges.

h) 12-volt DC power outlet in front compartment.

i) **Ballistic Door Panels (left front and right front doors), threat level 3+ or better. (Door Panels shall meet and pass National Institute of Justice Certification level III plus test standards. Testing certification shall be provided upon request).**

j) Cruise control.

k) Dual electric horns or dual note horn.

l) Headlight wigwag capability.

m) Map/dome/courtesy light(s) which provide the following functions:

- When vehicle front doors are opened, none of the interior map/dome/courtesy light(s) shall illuminate automatically.
- At least one map/dome/courtesy light (at both front and second row) that shall be manually operated to illuminate the seating areas.

n) Quick release style driver's side inside door handle to allow the driver's door to be unlocked by pulling on the inside handle.

o) Driver and front passenger front impact air bag.

p) Driver and front passenger side impact air bag.

q) All four (4) doors shall contain power locking and unlocking mechanisms controlled by switches located on the driver's side door control panel.

r) All four windows shall be power actuated and controlled from the driver's side door control panel with a lockout feature to prevent other windows from being operated when locked out by the driver.

s) Rear window defogger/defroster on a separate switch.

t) The vehicle shall use the same single key or fob for ignition, door, rear, and glove box (if vehicle includes). A set of four (4) total keys or fobs shall be supplied for each vehicle. Each vehicle shall be keyed individually.

u) Arm rests on each of the four (4) doors (arm rests in rear passenger compartment may be mounted on other than the door if vehicle is so designed).

v) Left and right remote control outside mirrors. Similar in appearance and mounted on left and right front doors. Both mirrors shall be controllable from the driver's seat.

w) Windshield and all windows shall feature tinted glass.

x) Light in rear cargo area with rear cargo door actuated switch.

y) Standard tool kit including wheel changing tools and jack adequate to safely lift the vehicle.

3.26 PERFORMANCE REQUIREMENTS: See Exhibit 1 for testing methodology

3.26.1 All vehicles shall meet the following **Top Speed and Acceleration** requirements:

a) 0 to 60 miles per hour in 9.0 seconds or less.

b) 0 to 100 miles per hour in 23.0 seconds or less.

c) 50 to 100 miles per hour in 18.0 seconds or less.

d) Attain a top speed of not less than 130 miles per hour within a distance of two (2) miles.

e) 0 to 60 miles per hour in 11.0 seconds or less at approximately 5,500-6,000 feet of elevation.

3.26.2 All vehicles shall be tested for the following **Vehicle Dynamics**:

a) Steering – Response, Road Feel.

b) Suspension – Roll Resistance, Front-end Dive, Rear-end Squat.

c) Handling – High-speed Curves, Medium-speed Curves, Tight Cornering, Predictability.

3.26.3 All vehicles shall meet the following **Braking** requirements/tests:

a) **ABS Braking**:

- Full ABS stop from 90 MPH. Stopping distance shall not to exceed 325 feet.
- Vehicle stops in a straight line, within its own lane and without evidence of brake fade or excessive pedal travel.

b) **Pursuit Course Testing**:

- No evidence of excessive brake pedal travel or brake fade.
- Braking system provided acceptable stopping power.
- No steering pull or wheel lock-up.
- No flame occurring within the test.

Document Summary

Detail Type	Detail
Event ID	0000020265
Commodity	MIDSIZE HYBRID ELECTRIC VEHICLE (HEV) OR PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV), LAW ENFORCEMENT HIGH SPEED VEHICLE POLICE PURSUIT
Attachment (Exhibit)	Attachment B2
Group-Class	23-10
Bid Specification	2310-5712
Revision Level	Original
Revision Date	September 30, 2021
Agency Name	Statewide

Revision History

Bid Spec	Rev Level	Revision Date	Author	Summary of Changes
2310-5712	Original	Sept 30, 2021	Lai, Y	First Bid Development

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1.0 SCOPE

This specification describes the State of California minimum requirements for an **all- or rear-wheel drive** midsize Hybrid Electric Vehicle (HEV) or Plug-in Hybrid Electric Vehicle (PHEV) to be used in high-speed highway traffic and general law enforcement work. The vehicle will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads, and road surfaces and at altitudes ranging from approximately 200 feet below sea level to 10,000 feet above sea level. Ambient temperatures to which the vehicle will be exposed will range from approximately 0°F to 120°F.

The manufacturer shall use components, materials and design practices that are the best available in the industry for the type of operational conditions to which the vehicles will be subjected. Engine, transmission, driveline, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, as well as safety and not merely meet the minimum requirements of this specification. Where necessary, the component parts shall exceed the usual quantity, quality, or capacity generally supplied with standard production vehicles in order to withstand the unusual strain, exposure, temperature, wear and use required for a police application.

2.0 APPLICABLE LAWS and INDUSTRY STANDARDS

Specifications, standards and codes referenced in this document in effect on the opening of the 'Invitation for Bid', form a part of this specification.

2.1 LAWS and REGULATIONS

2.1.1 Applicable California Vehicle Code (CVC).

2.1.2 Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard" (FMVSS)

2.1.3 California Code of Regulations, Title 13, "Motor Vehicles" rules and regulations (except emissions regulations)

2.1.4 Federal and State rules, regulations, and safety standards applicable to the vehicle type in effect on the date of the opening of the invitation for bid.

2.1.5 Vehicles shall meet 50 State emissions requirements that allow the resale of these vehicles to the general public as originally equipped upon emergency vehicle "service life" completion

2.2 INDUSTRY STANDARDS

2.2.1 Society of Automotive Engineers (SAE) J 1100, "Motor Vehicle Dimensions" and other applicable SAE standards.

2.2.2 STATE OF MICHIGAN Department of State Police and Department of Technology, Management and Budget, Police Vehicle Evaluation Program.

3.0 TECHNICAL REQUIREMENTS

All vehicles offered in compliance with these specifications shall be the manufacturer's "Police Pursuit" rated midsize HEV or PHEV utility model and shall be suitable for high-speed pursuit and emergency driving. All vehicles shall meet the following minimum specifications:

3.1 GENERAL REQUIREMENTS

3.1.1 Each vehicle shall be new (unused), current model year production. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirements of this specification shall also be installed.

3.2 ENGINE

3.2.1 The engine shall be a manufacturer's **"Police Package"** configuration and shall have a displacement, to be determined by the manufacturer, sufficient so that all performance requirements described in Section 1.0, Scope and Section 3.25, Performance Requirements are achieved.

3.2.2 The engine shall be designed to operate knock free at all engine and vehicle speeds on unleaded fuel with a minimum octane rating of 87 [(RM + MM) ÷ 2].

3.3 ENGINE OIL COOLER

3.3.1 An auxiliary engine oil cooler shall be installed if required to maintain oil operating temperatures ≤ 300°F, under operating conditions described in the Section 1.0 of this specification.

3.4 FUEL SUPPLY SYSTEM

3.4.1 The fuel supply system shall be of such a design to eliminate vapor lock when the engine is operating in high ambient temperatures or during periods of extended idling.

3.5 BATTERY SYSTEM

3.5.1 The battery pack shall be optimized for best performance of the vehicle.

3.5.2 The heating and cooling system shall keep the components operating at optimum temperature under operating conditions specified within the scope of this specification.

3.6 FUEL TANK

3.6.1 The fuel tank furnished shall be the largest capacity available.

3.7 COOLING SYSTEM

3.7.1 The cooling system shall be liquid pressurized, forced circulation type. The manufacturer shall provide the heaviest duty cooling system components and recovery system applicable to the model offered. The cooling system design and capacity shall maintain the engine at optimum temperature, under all operating conditions specified, without any loss of coolant or overheating of engine or components. The cooling system shall be free of contaminants that may affect cooling system component longevity and performance. Optimum engine temperature shall be maintained with the vehicle loaded to the vehicle manufacturer's published maximum gross vehicle weight rating (GVWR) and continually operated in all operating environments described within the scope of this specification.

3.8 ELECTRICAL SYSTEM

3.8.1 The electrical system shall be 12-volt negative ground. All wiring shall include weather-proof connectors.

3.8.2 The vehicle battery shall be the optional heaviest duty type available, compatible with the vehicle charging system and intended for police service. The vehicle battery shall have a minimum of 800 cold cranking amps, with a manufacturing date not exceeding six (6) months prior to vehicle delivery. Vehicles will not be accepted with batteries exhibiting less than 90 percent of full charge at time of delivery.

3.8.3 The generator/alternator shall be the highest capacity optional generator/alternator listed in the manufacturer's current police package brochure applicable to the vehicle bid. It shall have a minimum 200-amp output.

3.9 TRANSMISSION

3.9.1 The transmission shall be fully automatic transmission equipped with auxiliary transmission fluid coolers, if necessary, to maintain oil operating temperatures not to exceed 275°F, maximum. Console or floor mounted shifters are acceptable but must be capable of allowing the installation of radio and equipment.

3.10 BRAKES SYSTEM

3.10.1 The brakes shall be power assisted regenerative braking and feature an anti-lock brake system (ABS). All four wheels shall be equipped with disc brakes. Friction material shall be designed for police applications.

3.11 WHEELS AND TIRES

3.11.1 Each vehicle shall be supplied with five (5) matching wheels and tires. One (1) of the five (5) shall be a matching full-size wheel and spare tire. A space

saver type spare tire is not acceptable. The wheels shall have a safety ridge rolled into the rim or otherwise designed to prevent the tire from separating from the wheel in the event of a flat. Wheels shall be designed for police applications. Lug nuts shall be covered with a center cap. Manufacturer's standard Tire Pressure Monitoring System shall be supplied. If a tire pressure activation tool is needed to reset the light on the tire pressure monitoring system, one tool shall be provided for each vehicle as part of this requirement.

3.11.2 The vehicle manufacturer shall test and certify tires as acceptable for original equipment and replacement installation on the police package vehicle specified in this invitation for bid.

3.11.3 Any wheel weights used shall be "non-lead" type.

3.12 SUSPENSION

3.12.1 The front and rear suspension including shock absorbers shall be designed for police work. Front and rear stabilizer bars are required.

3.13 DRIVE SYSTEM

3.13.1 The drive system shall be designed to give the best overall performance for the transmission and tire size installed on vehicle.

3.14 RADIO SUPPRESSION

3.14.1 No standardize radio suppression requirements. Successful bidder shall work with the Agencies that have specific radio suppression requirements post award.

3.15 BODY

3.15.1 The body shall be a four door, utility vehicle with center post. Protective side molding shall not be installed on the vehicle. This is to permit installation of an Agency insignia (33" long by 20" high) without trim interference.

3.15.2 The wheel wells shall be constructed so that OEM approved tire chains or cables may be installed in a conventional manner, without clearance problems and without causing body or structural damage to the vehicle.

3.16 EXTERIOR COLOR

3.16.1 The body shall be painted manufacturer's gloss black. The roof panel and lower portion of both front doors below the window belt line shall be painted manufacturer's gloss bright white. After-factory applied paint to accomplish the white portion of the two-tone paint scheme is acceptable if factory

applied black and white two-tone paint configuration is unavailable from the manufacturer.

3.17 INTERIOR/SEAT UPHOLSTERY

3.17.1 Front seats shall be bucket type accommodating the installation of a center console by the end user. A 60/40 split bench/bucket type seat is not acceptable. The driver's seat shall be power adjustable and shall be designed for maximum comfort, support and durability. **The front and rear seats shall be the manufacturer's standard cloth upholstery (A vinyl rear set is acceptable provided the manufacturer warranties the vinyl seat material against sun and heat damage for not less than three (3) years).**

3.18 SPEEDOMETER

3.18.1 The vehicle described in this specification will be used in law enforcement and speedometer accuracy is essential. The speedometer shall be calibrated and be accurate within two (2) miles per hour at speeds from 15 to 100 miles per hour of the true vehicle speed, within the environmental operating conditions specified in Section 1.0 Scope. A digital only speedometer is preferred and shall be installed if offered. If equipped with an analog speedometer, the dial face shall be marked up to a minimum of 140 miles per hour and the face markings shall be in increments no greater than two (2) miles per hour. The design of the speedometer, whether analog or digital, shall be such to ensure accuracy throughout the life of the vehicle. A letter of certification of accuracy shall be provided with each unit and shall be applicable to both digital and analog displays. The bidder shall specify the size of tires for which the speedometer is certified.

3.19 PAYLOAD

3.19.1 The vehicle shall have a minimum payload of 1500 lbs when configured in the standard Police Pursuit rated version.

3.20 RADIO

3.20.1 Vehicle shall be factory equipped with the factory base radio and radio speaker(s).

3.21 SPOTLIGHTS

3.21.1 Factory installed A-Pillar incandescent spotlights with 2 wire handles, one spotlight on each A-Pillar. Shall be a glass sealed beam incandescent bulb H-7635. The two wire handles shall have one black and one red color wire each 48 inches in length and non-terminated. If factory is unable to install the spotlights, factory shall prepare the vehicle structure ready for spotlight installation (i.e. manufacturer shall at a minimum install spotlight brackets

and drill A-pillar through-holes) and send the spotlight assemblies to agency for installation.

3.22 HOOD-LATCH RELEASE

3.22.1 The hood latch release shall be mounted inside the front passenger compartment so that the hood cannot be readily opened from outside the vehicle. The release shall be readily accessible to the seated driver.

3.23 FLOOR COVERING

3.23.1 The floor covering of the front and rear floor shall be standard rubber, vinyl or carpet. The color shall be keyed to the upholstery color. OEM floor mats shall be included for carpeted vehicles.

3.24 INTERIOR AREA

3.24.1 The Vehicle shall be equipped with 1st and 2nd row seats only and shall have a seating capacity of minimum 5.

3.25 CONTROLLER AREA NETWORK (CAN) SYSTEM

3.25.1 At a minimum, the vehicle shall make available in usable format the following vehicle signals via the vehicle's CAN for use by the agency's emergency vehicle equipment (Whelen CenCom Core ® or similar): engine running, vehicle speed, brake-service (indicator of brake pedal being applied), doors (open/closed state of all doors and hatch), turn signal (right, left), transmission selector position (park, reverse, neutral, drive), and key position (off, accessory, run, crank).

3.26 MISCELLANEOUS EQUIPMENT

3.26.1 The vehicle shall be equipped with the following miscellaneous equipment:

a) Backup camera with display.

b) Reverse sensing.

c) Heated driver and passenger mirrors.

d) Tilt steering wheel.

e) Fresh air type heater and defroster. Refrigeration air conditioning of a size and type recommended and installed by the manufacturer of the vehicle.

f) Intermittent windshield wiper system.

g) Fuel level and water temperature indicator gauges.

h) 12-volt DC power outlet in front compartment.

i) Ballistic Door Panels (left front and right front doors), threat level 3+ or better (Door Panels shall meet and pass National Institute of Justice Certification level III plus test standards. Testing certification shall be provided upon request).

j) Cruise control.

k) Dual electric horns or dual note horn.

l) Headlight wigwag capability.

m) Map/dome/courtesy light(s) which provide the following functions:

- When vehicle front doors are opened, none of the interior map/dome/courtesy light(s) shall illuminate automatically.
- At least one map/dome/courtesy light (at both front and second row) that shall be manually operated to illuminate the seating areas.

n) Quick release style driver's side inside door handle to allow the driver's door to be unlocked by pulling on the inside handle.

o) Driver and front passenger front impact air bag.

p) Driver and front passenger side impact air bag.

q) All four (4) doors shall contain power locking and unlocking mechanisms controlled by switches located on the driver's side door control panel.

r) All four windows shall be power actuated and controlled from the driver's side door control panel with a lockout feature to prevent other windows from being operated when locked out by the driver.

s) Rear window defogger/defroster on a separate switch.

t) The vehicle shall use the same single key or fob for ignition, door, rear and glove box (if vehicle includes). A set of four (4) total keys or fobs shall be supplied for each vehicle. Each vehicle shall be keyed individually.

u) Arm rests on each of the four (4) doors (arm rests in rear passenger compartment may be mounted on other than the door if vehicle is so designed).

v) Left and right remote control outside mirrors. Similar in appearance and mounted on left and right front doors. Both mirrors shall be controllable from the driver's seat.

w) Windshield and all windows shall feature tinted glass.

x) Light in rear cargo area with rear cargo door actuated switch.

y) Standard tool kit including wheel changing tools and jack adequate to safely lift the vehicle.

3.27 PERFORMANCE REQUIREMENTS

3.27.1 All vehicles must pass the tests in the latest version of the STATE OF MICHIGAN Department of State Police and Department of Technology, Management and Budget, Police Vehicle Evaluation Program (see Exhibit 3 for testing methodology).

3.27.2 All vehicles shall meet the following **Top Speed and Acceleration** requirements:

a) 0 to 60 miles per hour in 9.0 seconds or less.

b) 0 to 80 miles per hour in 15.0 seconds or less.

c) 0 to 100 miles per hour in 23.0 seconds or less.

d) Attain a top speed of not less than 130 miles per hour within a distance of two (2) miles.

3.27.3 All vehicles shall be tested for the following **Vehicle Dynamics**:

a) Steering – Response, Road Feel.

b) Suspension – Roll Resistance, Front-end Dive, Rear-end Squat.

c) Handling – High-speed Curves, Medium-speed Curves, Tight Cornering, Predictability.

3.27.4 All vehicles shall meet the following **Braking** requirements/tests:

a) **ABS Braking**:

- Full ABS stop from 60 MPH. Stoping distance shall not exceed 140 feet.

- Vehicle stops in a straight line, within its own lane and without evidence of brake fade or excessive pedal travel.

b) **Pursuit Course Testing**:

- No evidence of excessive brake pedal travel or brake fade.
- Braking system provided acceptable stopping power.
- No steering pull or wheel lock-up.
- No flame occurring within the test.

City of Newark

Memorandum

DATE: August 12, 2026

TO: David J. Benoun, City Manager

VIA: Howard Young, Public Works Director

VIA: Scott Alman, Interim Maintenance Superintendent

FROM: Nicholas Icasiano, Maintenance Supervisor

SUBJECT: Authorization for the purchase of one 2026 Elgin Crosswind1 Street Sweeper in the amount of $500,000.00 utilizing Sourcewell Cooperative Purchasing Contract No. 062425-ELG

RECOMMENDATION

An additional street sweeper is necessary to support ongoing roadway maintenance and stormwater management responsibilities. Staff recommends that the City Manager authorize the purchase of one 2026 Elgin Crosswind1 Street Sweeper in the amount of $500,000.00, utilizing Sourcewell Cooperative Purchasing Contract No. 062425-ELG.

The 2026-2028 Biennial Budget and 2026-2031 Capital Improvement Plan includes funding for the acquisition of an additional street sweeper as a Capital Improvement Project (CIP). The additional equipment will provide the capacity necessary to support expanded sweeping services, newly added sweeping zones, center median sweeping, and increased fall sweeping coverage.

Staff determined that an additional street sweeper will increase the City's operational capacity and allow staff to better distribute sweeping workloads while maintaining scheduled service levels as the City's street sweeping responsibilities expand. The additional equipment will also enhance the City's ability to support roadway maintenance and stormwater management objectives through the timely removal of dirt, leaves, litter, and other roadway debris.

The proposed equipment is a 2026 Elgin Crosswind1, a single-engine, four-wheel regenerative air street sweeper configured for municipal street sweeping operations. The Crosswind1 is designed to remove debris from streets, curb lines, and gutters and includes a pickup head and dual side brooms, providing a sweeping path of up to approximately 144 inches when both side brooms are in operation. The Crosswind1 is equipped with vacuum and broom capabilities on both sides of the unit, providing greater efficiency when sweeping center medians compared to the City's current sweeper. The unit is equipped with a regenerative air sweeping system, dual

side brooms, hydraulic broom operation, water spray system, debris hopper, filtration system, hydraulic controls, and other equipment and options specified in the final quotation.

The purchase will be made through Sourcewell Cooperative Purchasing Contract No. 062425-ELG, which was competitively solicited and awarded to Elgin Sweeper for street sweepers and related equipment. The City's Purchasing Rules and Regulations authorize cooperative purchasing when another public agency has completed a competitive procurement process that satisfies the City's purchasing requirements. Utilizing the Sourcewell contract allows the City to acquire the equipment through an established competitive procurement process without conducting a separate solicitation. The contract provides participating public agencies with access to various Elgin sweeper models and related equipment and is effective through October 27, 2029.

Owen Equipment provided the quotation for the proposed 2026 Elgin Crosswind1 Street Sweeper. The quotation reflects a Sourcewell contract price of $457,500.00, applicable tax of $49,181.25, and a total price of $506,681.25. Owen Equipment provided a Goodwill Budget Discount of $6,681.25, resulting in a final purchase price of $500,000.00 FOB Newark, California, including applicable taxes, equipment, and options specified in the quotation provided by Owen Equipment.

Approval of this purchase will provide the additional equipment capacity needed to support expanded street sweeping services, maintain scheduled service levels, and address increased fall sweeping demands. The purchase is consistent with the City's 2026-2031 Capital Improvement Plan and is funded within the 2026-2028 Biennial Budget.

Pursuant to Newark Resolution No. 11796, adopted December 11, 2025, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2026, I, David J. Benoun, hereby authorize the purchase of one 2026 Elgin Crosswind1 Street Sweeper in the amount of $500,000.00 utilizing Sourcewell Cooperative Purchasing Contract No. 062425-ELG.

_____

David J. Benoun, City Manager

8-14-26

_____

By

Attachments

Attachment A: Owen Equipment quotation dated August 6, 2026
Attachment B: Owen Equipment Sales Acknowledgement dated August 6, 2026
Attachment C: Elgin Contract 062425
Attachment D: RFP and Addendums – Street Sweepers 062425
Attachment E: Proof of Publication – Street Sweepers 062425
Attachment F: Prop. Opening Record – Street Sweepers 062425

Attachment G: Prop. Eval. – Street Sweepers 062425
Attachment H: Comment and Review – Street Sweepers 062425
Attachment I: Board Resolutions
Attachment J: Elgin Sweeper 093021-ELG Pricing Sheet 6-12-26

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

Owen Equipment Presents an

ELGIN

Proposal Summary

NEWARK
California

Crosswind1 ®
Reliable. Versatile.
Single-Engine Regenerative Air Sweeper.

For:
City of Newark

Crosswind1	
Side brooms/Steering	Dual Side broom/Dual Steering
Size of Side broom	42
Fuel Type	Diesel
Memory Sweep	Yes
Domicile	Continental USA
CARB Compliance	Yes
PM-10	Yes

Basic Chassis Info	
2027 FL M2+, CARB	
Source	Elgin
Chassis Brand/Model	2027 M2+, CARB
Chassis Mounting Charge	Internal

Chassis Equipment	
Third Step and Handle Left Hand	Yes
Third Step and Handle Right Hand	Yes
Horn Options	Standard Electric
12" Convex Mirrors	Yes

Brooms	
Side broom Material	PM10 Compliant Oil Tempered Steel Bristles
Dual Side broom Scrubbing position	Yes
Variable Speed brooms	Dual

Conveyance & Hopper	
6" Drain	true
QuietPak - Acoustical Sound Package	true
Hopper Deluge	true
Hopper Coating Systems	Lifeliner Hopper System
Inspection Doors-Right	Right Hand Stainless Steel Door With Step & Handle
Inspection Doors-Left	Left Hand Stainless Steel Door With Step & Handle
Rear Mounted Wandering Hose Extension	1

Dust Control & Flush Systems	
Fill Hose Length	16'8"
Front Spray Bar	true

Productivity Enhancements	
Vacuum Enhancer	In Cab Display

Gauges and Indicators	
Hydraulic Oil Level Gauge W/Thermometer on Tank	true
Component Protection	
Auxiliary Hydraulic Pump	true
Autolube	Sweeper and Chassis
Lighting & Compliance	
Lighting	(2) Rear LED Beacon LED Arrowstick LED Front Beacon
Work and Flood Lights; Individual Rocker Switches	Dual Side brooms and Rear Flood Lights-LED
Backup Alarms	Federal Signal (Standard)
Manuals and Warranty	
Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
Sweeper: Service Manuals	1
Chassis: Operators Manuals	1
Chassis: Parts Manuals	1
Chassis: Service Manuals	1
Tools/Toolbox	
Hydrant Wrench	true
Fire Extinguishers	5 lbs

Paint & Decal

Paint Sweeper	Standard White
Paint Chassis	Standard White
Elgin Logo	Red Logo

Special request

Qty	Part Number	Description
1	2224058	(RFQ#91767) SP-IN-CAB CNTRL PUH CURTN-JS
1	2224059	(RFQ#91768) SP-6 FR/SIDE/RR LED FLSHRS-JS
1	2224053	(RFQ#91766) SP-CSC 2027 M2 WB176 33K-JS
1	2224054	(RFQ#91766) SP-CHAS ALTS/MODS M2-JS
1	2224055	(RFQ#91766) SP-VPD INSTALL AND MODS-JS

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

FEDERAL SIGNAL
Environmental Solutions
Advancing security and well-being.

ELGIN

ELGIN
VACTOR
GUZZLER
JETSTREAM

January 2. 2026

To whom it may concern:

For the record, Owen Equipment Sales. located in Fairfield. CA is our Vactor/Elgin contracted dealer for Northern California and Southern Nevada. They are the only authorized dealer for complete goods. parts and service for Vactor and Elgin in this "area of responsibility". If you have any questions concerning this letter. please feel to contact me.

Best regards.

John E. Abramowski
(847) 682-8918
Regional Sales Manager
Federal Signal Environmental Solutions Group

Sourcewell Price for one (1) Elgin Crosswind1	**$457,500.00**
Tax 10.75%	**$49,181.25**
Total Price FOB Newark, CA	**$506,681.25**
Goodwill Budget Discount	**(-$6,681.25)**
Total Discounted Price FOB Newark, CA	**$500,000.00**

Registration and training included

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Proposal Price Valid 30 Days.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY ESTIMATE: 9-12 Months

TERMS: Net 10

Contact me with any questions:

Alex Grijalva
Account Territory Manager
Mobile: (916) 675-2105
1085 Horizon Dr. | Fairfield CA. 94533
Owen Equipment

OWEN EQUIPMENT
AN OWEN COMPANY

Sourcewell

Elgin Sweeper
Street sweepers
#062425-ELG
Maturity Date: 10/27/2029

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Elgin's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

Signal corporation

subsidiary of Federal

ELGIN SWEEPER COMPANY
1300 W BARLETT ROAD
ELGIN, IL 60120-7529
PHONE: (847) 741-530
WWW.ELGINSWEEPER.COM

ORDER DATE:	
PAGE #:	1 of 6
SALES ORDER #:	
WORK ORDER #:	
PRICE LIST DATE:	03-06-2026
SERIAL #:	
CPQ QUOTE #:	2026-87887

SALES ACKNOWLEDGEMENT

END CUSTOMER:

QTY	PART NUMBER	DESCRIPTION
1	CROSSWIND1-JS	CROSSWIND1-JS
1	1127252	JS-TOP LEVEL-M2
1	1109607	12" CONVEX MIRRORS
1	1032481	16' 8" FILL HOSE
1	1036150	HYDRANT WRENCH
1	1059209	HOPPER DELUGE
1	1061886	HYDRAULIC OIL LEVEL GAUGE W/THERMOMETER
1	1085887	6" HOPPER DRAIN
1	1111175	LEFT HAND SIDEBROOM TILT WITH DISPLAY
1	1111176	RIGHT HAND SIDEBROOM TILT WITH DISPLAY
1	1111756	FRONT SPRAY BAR (USE W/PM-10)

Tel:

1	1112947	DUAL SIDE BROOM SCRUBBING POSITION	
1	1119215	VACUUM ENHANCER IN-CAB CONTROL WITH DISPLAY	
1	1124502	O+URETHANE LINED HPR-JS	
1	1125699	SOUND SUPPRESSION	
1	1126157	DUAL SIDEBROOM AND REAR FLOOD LIGHTS	
1	1126158	2 REAR BUMPER ALTERNATING LED STROBES	
1	1126259	A-MEMORY SWEEP-JS	
1	1127047	STAINLESS STEEL INSPECTION DOOR AND STEP RIGHT HAND	
1	1127048	A+SS INSPCTN DR & STP LH J T4	
1	1127243	O+WATER SYS PM10-JS	
1	1127399	O+VARIABLE SPD SIDE BROOMS-JS	
1	1127567	LED BEACONS - CAB/ 2 REAR W/ GUARD AND LED ARROWSTICK	
1	1128152	ELGIN RED LOGO	
1	1128249	4 FT. ALUMINUM WANDERING HOSE EXTENSION - REAR MOUNT	
1	1131450	JS AUX PUMP M2	
1	1134978	HYDRAULIC WANDERING HOSE VARIABLE SPEED SIDE BROOM CROSSWIND 1	
1	1136514	THIRD STEP AND HANDLE RIGHT HAND	
1	1136515	THIRD STEP AND HANDLE LEFT HAND	
1	1140132	AUTO LUBE SWPR/TRK M2-JS	
1	1144022	5.0 LB FIRE EXT M2 PLUS	
1	1144653	CAMERAS (1) LH, (1) RH, (1) PUH, (1) REAR	
1	4810001	SWEEPER PAINTED STANDARD WHITE	
1	4820001	CAB STANDARD WHITE	
1	0701679	CROSSWIND 1 OPERATORS MANUAL	
1	0701705	AIR PRODUCTS MACHINE DELIVERY PACKET	
1	0702020	ELGIN SAFETY MANUAL	

1	0702255	CROSSWIND-J SE-PARTS BOOK	
1	0702490	CROSSWIND-JS SERV MANUAL	
1	0704005	M2 PARTS BOOK	
1	0704006	M2 OPERATOR BOOK	
1	0704007	M2 SERVICE MANUAL	
1	0730166	BROOM MEASUREMENT RULER	
1	FRT-124-008	FREIGHT-CA,NV,ID,OR,WA	

Special Request

Qty	Part Number	Description
1	2224058	(RFQ#91767) SP-IN-CAB CNTRL PUH CURTN-JS
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1	2224054	(RFQ#91766) SP-CHAS ALTS/MODS M2-JS
1	2224055	(RFQ#91766) SP-VPD INSTALL AND MODS-JS

Other Notes:	NOTES PERTAINING TO SPECIAL 224059: THE LIGHTS ARE LOCATED PER BELOW: 2 x IN THE FRONT GRILLE 2 x IN THE REAR BUMPER 1 x LH SIDE BELOW THE HOPPER ON THE SIDE OF THE SWEEPER 1 x RH SIDE BELOW THE HOPPER ON THE SIDE OF THE SWEEPER

This Sales acknowledgment indicates exactly how this order was placed into our production system. PLEASE CHECK THIS ACKNOWLEDGMENT CLOSELY, IF THE ORDER HAS BEEN ENTERED CORRECTLY, SIGN AND DATE BELOW.

BY: _____

DATE: _____

Tel:

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Stainless Steel Hopper Warranty: Limited Life Time warranty to the original owner for corrosion perforation, and is subject to and provided that said hopper is used, maintained, cleaned and serviced in accordance with the published instructions provided by ESCO at the time of delivery of the machine.

Exclusive Remedy. Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

1. The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for): Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.

2. Normal adjustments and maintenance services.

3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.

4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.

5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.

6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120

9-28-16

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MASTER AGREEMENT # 062425
CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies
SUPPLIER: Elgin Sweeper Company (a Division of Federal Signal Corp.)

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company (a Division of Federal Signal Corp.), 1300 West Bartlett Rd., Elgin, IL 60120 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 27, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 062425 to Participating Entities. In Scope solutions include:

1. Sourcewell is seeking proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies intended or designed for sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
   a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
   b. Litter, trash, and debris vacuums; and,
   c. Optional equipment, accessories, supplies and replacement or wear parts directly related to the offering of the solutions in subsections 1. a. - b. above.

2. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include services only solutions.

3. Proposers may include rental of street sweepers, specialty sweepers, debris vacuums and related equipment provided that they are complimentary to Proposer's offering of street and specialty sweepers.

4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
   a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
   b. Facility MRO, Industrial, and Building-Related Supplies and Equipment (RFP #091422);
   c. Airport Runway and Emergency Equipment with Related Services; except as called out above (RFP #111522);
   d. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #112624); and,
   e. Roadway Maintenance Equipment (RFP #050625).

Proposers may include related equipment, accessories, and services to the extent that these solutions are directly related to turnkey solutions for subsections 1. a. - c. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further

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warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

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Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a

member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

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xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;

- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay a .5% (half percent) net of chassis price Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

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13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to

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Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 2/3/2026 | 1:46 PM CST

Elgin Sweeper Company
(a Division of Federal Signal Corp.)

Signed by:
Nick Johanson
8B6B51224DD74E5...

By: _____

Nick Johanson

Title: Sales and Operation Administrator

Date: 2/3/2026 | 11:55 AM CST

RFP 062425 - Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Elgin Sweeper Company
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	Nickolaus Johanson
Email:	NJohanson@elginsweeper.com
Phone:	404-434-1456
HST#:	

Submission Details

Created On:	Tuesday June 17, 2025 13:57:54
Submitted On:	Tuesday June 24, 2025 16:17:30
Submitted By:	Nickolaus Johanson
Email:	NJohanson@elginsweeper.com
Transaction #:	327dd219-b023-4ffd-8fb8-8c22c5347bdb
Submitter's IP Address:	147.243.245.246

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	No other names.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 20219 (Elgin Sweeper Company)	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code 33 Companies, NAICS Code 3339 Companies, NAICS Code 333924 Companies, NAICS Code 333 Companies, NAICS Code 33392 Companies	
6	Proposer Physical Address:	1300 West Bartlett Rd, Elgin, IL 60120	*
7	Proposer website address (or addresses):	https://www.elginsweeper.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Nick Johanson Sales and Operation Administrator 1300 West Bartlett Rd, Elgin, IL 60120 Njohanson@Elginsweeper.com 404-434-1456	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Johanson Sales and Operation Administrator 1300 West Bartlett Rd, Elgin, IL 60120 Njohanson@Elginsweeper.com 404-434-1456	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Elgin sweepers have been cleaning roadways since 1914, when a man named John Murphy, concerned about the health hazards caused by filthy, debris-filled streets, invented the very first motorized street sweeper. His invention not only improved public sanitation but set in motion a legacy of innovation and commitment to community well-being that still defines the company today. Based in Elgin, Illinois, Elgin Sweeper Company has been a pioneer in the development of advanced street sweeping technologies for more than 100 years. From the original mechanical broom sweepers to today's lineup that includes pure vacuum sweepers, regenerative air systems, alternative fuel options, and single-engine models, Elgin has consistently evolved to meet the changing needs of municipalities, contractors, and industrial clients across the globe. While technology has advanced, the company's core mission has never wavered — a commitment to quality, performance, and environmental impact. Clean streets are more than just visually appealing; they directly improve air and water quality, protect local ecosystems, and support overall community health by reducing pollutants and runoff. Elgin offers the most rugged, reliable, and technologically advanced sweepers on the market. Whether you're sweeping residential streets, airport runways, racetracks, ports, construction sites, or industrial complexes, there's an Elgin model built for your specific needs. Every machine is backed by over a century of engineering expertise, precision manufacturing, and industry-leading customer support through the strongest dealer network in the business. As a proud member of the Federal Signal Corporation, Elgin benefits from world-class resources and continues to deliver solutions that are not only "Built for Clean — but Backed for Life". From day one to the life of your machine, Elgin stands with its customers, offering unmatched performance, durability, and support. Elgin Sweeper Company doesn't just make sweepers — it sets the standard for what street sweeping should be.	*
12	What are your company's expectations in the event of an award?	In the event of an award, we would collaborate closely with Sourcewell to serve its members/customers by delivering effective, efficient, and environmentally responsible street sweeping solutions. Our commitment would include expanding awareness of Sourcewell contracts and promoting them through our dealer network. With over a decade of successful partnership with Sourcewell, we are well-positioned to continue this collaboration by providing members access to the latest innovations in street sweeping equipment and technology. Our focus would be on simplifying procurement while delivering the highest levels of quality, performance, and support to Sourcewell members.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Elgin Sweeper Co. has been a trusted manufacturer of street sweepers for over 100 years and is recognized as the industry leader in North America. As part of Federal Signal Corporation, a publicly traded company (NYSE: FSS), we are backed by a strong financial foundation that underscores our stability and reliability. In 2024, Federal Signal reported $1.8 billion in revenue and continued to demonstrate robust performance across all segments. The company's financial strength is further supported by consistent profitability, positive cash flow, and strategic investments in innovation and customer support. Elgin offers the most comprehensive line of street sweepers in the market, including mechanical broom sweepers, regenerative air models, pure vacuum systems, and alternative fuel options such as CNG. These solutions are built with a focus on performance, durability, and environmental responsibility. Financial documents such as quarterly earnings reports, SEC filings, and investor information are publicly available and can be accessed at https://www.federalsignal.com/annual-quarterly-reports, providing transparent insight into our corporate financial health and long-term viability.	*
14	What is your US market share for the Solutions that you are proposing?	While the street sweeping industry does not have a centralized reporting structure for market share, we estimate that Elgin Sweeper holds a leading position in the U.S. market across included sweeping technologies. Based on internal data and dealer feedback, we believe our market share ranges between 40% and 45%. This strong market presence reflects the trust that municipalities, contractors, and industrial users place in the performance, reliability, and long-term value of Elgin equipment.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Although formal market share data is not available for the Canadian market, our internal analysis and dealer feedback indicate that Elgin Sweeper maintains a strong presence across Canada. We estimate our market share to be approximately 35%, supported by a well-established dealer network and consistent performance across a wide range of sweeping technologies. This presence reflects the reliability of our equipment and the strength of our local support throughout the region.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither Elgin Sweeper nor its parent company Federal Singal have been part of bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Elgin has a strong and experienced dealer network throughout North Americ and Canada. All Elgin dealers are factory-trained and authorized to sell and service Elgin products. Most dealers have worked with Elgin for over 20 years and have established relationships in their territories that will continue to help Elgin, and its dealers grow. Dealers provide parts, service, warranty, and training support to all customers through their own teams as well as factory support. Elgin supports its dealers with factory-based and field-based product and service training. Elgin also provides marketing and quoting tools to ensure Sourcewell members/users receive quick and accurate proposals through their local dealers. Factory direct support is also available through Elgin's Regional Sales Managers and Parts & Service Managers who work hand in hand with Elgin dealers to ensure efficiency and customer satisfaction.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All contracted Elgin dealers are required to have valid state equipment dealer license as is part of Elgin's contract. Elgin is ISO (International Standards Organization) 9001:2015 certified and has a robust quality management system in place. All equipment is manufactured to meet or exceed applicable industry safety and environmental standards.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Elgin Sweeper Company Won the WorldSweeper.com/World Sweeping Association's 2020 Award of Excellence in Power Sweeping, the United States power sweeping industry's highest honor. Federal Signal Workplace Hazard Reduction Award	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 68%-70%	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	As the manufacturer, Elgin Sweeper holds only our current cooperative purchasing agreement with Sourcewell. While we do not directly manage any additional state, provincial, or local contracts, several of our authorized dealers do participate in such agreements within their respective regions. However, because these contracts are managed independently by the dealers, we do not have access to detailed sales volume data associated with them over the past three years.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of San Joaquin	Kevin Myose	209-468-3099	*
Delaware DOT	Lawrence Hardy	302-760-2505	*
City of Greenville	Ben Carroll	864-467-4345	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Elgin's sales force is a collaborative and integrated team made up of both field and inside sales professionals, working in close coordination with our extensive dealer network and factory-based support teams. We have six Regional Sales Managers (RSMs) strategically located throughout North America who are responsible for supporting dealer sales efforts, setting regional goals, and engaging directly in the end-user sales process when needed. These RSMs report to the Director of Municipal/Governmental Sales, who in turn reports to a Group-level Vice President. Our Inside Sales Team plays a critical role in supporting both our dealers and end customers. They are responsible for processing and managing all orders, ensuring accuracy and timeliness. This team also handles any custom configurations or changes, working closely with the factory and the customer to deliver a solution that meets exact requirements. They act as a central point of contact between the customer, the dealer, and the manufacturing team to ensure that each order progresses smoothly from entry to delivery. In addition, each dealership is staffed with dedicated sales professionals for equipment sales, parts, and service. These teams are factory-trained and supported by Elgin to ensure they can deliver expert guidance and service at the local level. At the factory, we also have sales, parts, and service representatives who work hand-in-hand with our dealers to support the full lifecycle of the customer relationship—from the initial inquiry to post-delivery service and technical support. Together, this unified sales structure—spanning Elgin's field sales force, inside sales team, factory resources, and our dealer network—ensures that every customer receives knowledgeable, responsive, and coordinated support at every stage of the process. This team-based approach allows us to deliver not only exceptional products but also the outstanding service that our customers have come to expect from Elgin.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Elgin Sweeper distributes its products through a well-established and robust dealer network consisting of 28 authorized dealers with over 70 locations across North America. Each dealer is assigned an exclusive geographic territory that includes all areas of the United States, Canada, and U.S. Territories. Dealers are responsible for sales, service, parts support, and end-user training within their assigned regions. Elgin's dealers are carefully selected based on their industry expertise, technical capabilities, and commitment to customer service. They receive ongoing product and technical training directly from Elgin to ensure consistent product knowledge and service quality. In addition to their frontline role, dealers serve as vital partners in communicating customer needs and supporting local engagement with municipal, industrial, and commercial clients. This networked distribution model ensures localized expertise, faster response times, and consistent customer support, Together, Elgin and its dealer partners deliver comprehensive sales and service coverage across the continent.	*

28	Service force.	Elgin Sweeper maintains a highly capable and multi-tiered service force designed to support both our dealers and end users across North America. Internally, we operate a dedicated Inside Service Organization, which includes factory-based technical representatives who provide daily support to our dealer network. These experts assist with troubleshooting, diagnostics, training, and technical documentation. In the field, Elgin employs Regional Service and Support Managers (RSSMs) and Regional Parts Service Managers who are strategically located and assigned to specific territories. These professionals work closely with dealers and end users to support warranty work, deliver technical training, and assist with complex service and parts issues. Their presence in the field ensures that both proactive and reactive support is available when and where it's needed. Additionally, Elgin's authorized dealers are required to maintain their own trained service technicians, ensuring prompt, local support. In total, Elgin supports approximately 225 dealer technicians across North America, all of whom are trained by Elgin personnel to maintain high service standards. This combined structure of internal factory experts, regional field support, and trained dealer technicians ensures that Elgin customers receive reliable, responsive service throughout the full life cycle of their equipment—from delivery and commissioning to routine maintenance and complex repairs.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders from Sourcewell members are processed through Elgin's authorized dealer network. The local dealer serves as the primary point of contact for the customer and is responsible for guiding the member through equipment selection, configuration, and pricing. Dealers provide detailed proposals and quotations in accordance with the Sourcewell contract, ensuring compliance and transparency throughout the purchasing process. Once an order is finalized, the dealer submits it directly to Elgin for production. Upon completion, the equipment is shipped to the dealer, who then coordinates delivery to the end user. The dealer is also responsible for machine setup, operator training, and ongoing support, ensuring a seamless transition from purchase to operation. Elgin's dealer network has demonstrated extensive knowledge and experience with cooperative purchasing contracts and remains highly engaged in supporting Sourcewell members with professionalism and responsiveness.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At Elgin, our customer service begins with the delivery of your Sweeper and includes comprehensive installation and operational training. Shortly after delivery, we invite customers to complete a satisfaction survey to help us assess product quality, dealer support, and overall satisfaction. Any negative feedback is carefully documented and promptly assigned to a field representative for appropriate follow-up. Elgin's dealer network is comprised of trained and certified technicians, with most dealers offering on-site service via fully equipped service vehicles. This ensures rapid response and support for potentially inoperative equipment. In addition, Elgin provides a 24-hour toll-free helpline, staffed by knowledgeable factory personnel, to deliver immediate assistance and resolution to both dealers and end-users. Our products are backed by a robust warranty program, supported through our authorized dealer network. At Elgin, we believe that delivering high-quality products, combined with exceptional service, provides the greatest value to our customers. This commitment fosters strong, long-term relationships with both our customers and dealer partners.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Elgin is well-positioned to serve Sourcewell members across the U.S. through a nationwide distribution and support network. Rather than relying on a centralized model, we operate through a network of independently authorized dealers who are deeply embedded in their local markets. These dealers are carefully selected and supported by Elgin to ensure they can deliver a consistent level of product knowledge, service expertise, and responsiveness. Our organizational model allows us to offer localized service with the backing of a major OEM, ensuring that Sourcewell participants receive personalized support with the reliability and resources of a national manufacturer. We are fully committed to meeting the needs of public agencies and government entities through this structure and are prepared to support contract compliance, service expectations, and delivery timelines accordingly.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As stated above we are well positioned to serve all street sweeping needs across North America, this includes the entire Canada market. We have dealer location set up to service and support all customer needs across the Canadian territories	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no areas we are unable to support in United States or Canada.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We will support an Sourcewell Participating entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and US territories are covered by various dealers so there will be no restrictions in supporting these markets.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Elgin will work with individual entities on a case-by-case scenario to determine the best use of the proposed master agreement.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Elgin has developed a multi-tiered marketing strategy to promote our Sourcewell contract to both our dealer network and end users: Formal Press Release / Announcement – A formal announcement is sent to all Elgin dealers and agents informing them of our Sourcewell contract. This includes key messaging around the benefits of using the contract and details on how to access it. Dealer Engagement and Communication – We host conference calls and Microsoft Teams meetings with all dealer principals to ensure they have received the announcement and are fully informed of the contract. A marketing package is provided which includes: A copy of the official press release Sourcewell pricing overview and current contract details Guidance on requirements for Elgin to be listed on all Sourcewell purchase orders Printed marketing materials highlighting Elgin's Sourcewell-awarded vendor status Marketing Support and Dealer Enablement – Dealers are provided with recommended marketing initiatives to promote Elgin and the Sourcewell contract. This includes leveraging existing online presence (websites, social media, etc.) and direct customer outreach. Dealers receive: Media content and messaging to help inform customers about our Sourcewell contract A schedule of upcoming Sourcewell events that offer training or promotional opportunities Training on the Sourcewell Supplier Portal to help dealers better understand and utilize the contract Internal Sales Team Communication – We repeat similar engagement with our internal sales team and all agent principals, ensuring consistent messaging and support tools across all touchpoints. Our dealers are already highly engaged in promoting Elgin and Sourcewell through a variety of marketing channels. In addition, our efforts also extend to the Canadian market through collaboration with Canoe Procurement.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin strategically leverages a wide range of digital tools and technologies to amplify our marketing effectiveness and maintain strong engagement with our target audience. Our Marketing Communications team utilizes platforms such as Facebook, LinkedIn, YouTube, and Twitter to deliver timely updates, including product announcements, application-specific content, new feature availability, and press releases. These efforts help keep both prospective and existing customers informed and engaged. Our website serves as a central resource for accessing product information, Sourcewell contract details, and dealer support materials. By optimizing our online presence and content delivery, we ensure a consistent and impactful digital experience for customers and partners alike. In coordination with our dealer network, Elgin ensures that marketing strategies are executed at both the national and local levels. Dealers actively participate in digital promotion by sharing Elgin content across their platforms, featuring Sourcewell contract messaging on their websites, and engaging with customers through email campaigns and social media. This comprehensive, dealer-driven digital marketing approach has been instrumental in Elgin achieving the position of #1 in Sourcewell sales for the street sweeping category. Our continued investment in digital marketing, supported by an engaged dealer network, reinforces our leadership position in the industry and our commitment to supporting Sourcewell members.	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a critical role in simplifying the procurement process for government, education, and nonprofit entities by offering competitively solicited contracts with pre-vetted, reputable suppliers. We view Sourcewell not only as a contracting agency but also as a key promotional partner in helping eligible members discover and utilize awarded contracts. We expect Sourcewell to actively promote Elgin's awarded contract through its member communications, website listings, targeted outreach, and participation in relevant trade shows and events. Their role helps drive awareness among purchasing agents and procurement officers who are seeking trusted and efficient buying solutions for street sweepers. Internally, the Sourcewell contract is fully integrated into Elgin's sales process. Our Regional Sales Managers (RSMs), dealer network, and inside sales teams are trained to position Sourcewell as a preferred procurement option during the quoting and proposal phase. We have embedded Sourcewell contract compliance into our online product configuration and quoting tools, allowing our dealers to easily generate Sourcewell-compliant proposals with approved pricing, terms, and contract language. This ensures a seamless experience for the customer and maintains full contract compliance. Additionally, we regularly collaborate with our dealers to promote the Sourcewell contract to eligible customers, using shared marketing materials, email campaigns, social media outreach, and co-branded resources. By aligning our sales efforts with Sourcewell's mission and capabilities, we are able to provide a streamlined, value-driven procurement experience to public sector buyers.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	While Elgin does not currently offer a direct e-procurement platform for end users, we provide a robust online configuration and ordering system used by our authorized dealer network. This tool enables dealers to configure units based on the specific needs of each customer, taking into account the wide range of available features, chassis options, and operational requirements. Because Elgin street sweepers are complex, made-to-order machines with numerous variations and application-specific configurations, they are not suited to a one-size-fits-all catalog or pre-set ordering model. Instead, our configuration platform ensures that each unit is accurately specified and aligned with the customer's operational needs. This system also supports the preparation of formal, Sourcewell-compliant proposals, which include all required contract terms and pricing structures. Once a purchase decision is made, the dealer uses the same system to submit the finalized order to Elgin for production. Government and education sector customers benefit from this process by receiving tailored solutions that meet their exact specifications, while ensuring compliance with Sourcewell's contract framework. This approach allows us to maintain both operational efficiency and high levels of customer satisfaction.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Elgin offers a comprehensive, multi-tiered training program designed to support the safe, efficient, and effective use of our street sweepers. Our training resources are tailored to meet the unique needs of Sourcewell participating entities and include the following: Initial Delivery & Basic Training Included with all new unit deliveries at no additional cost. Conducted by certified Elgin dealer technicians in coordination with our Regional Sales Managers (RSMs). Covers equipment operation, daily maintenance, safety procedures, and walk-around inspections. Onsite Demonstration & Hands-On Training Our RSMs work closely with Elgin dealers to provide in-person training and live product demonstrations. This collaborative approach ensures that end users receive tailored instruction specific to their environment and sweeping application. Optional follow-up visits can be arranged for refresher training or onboarding of new personnel. Advanced Technical & Maintenance Training Available upon request and can be scheduled at the customer's location, dealer facility, or Elgin headquarters. Designed for fleet managers, mechanics, and service teams. Includes in-depth diagnostics, preventive maintenance best practices, and troubleshooting techniques. Costs may apply if travel or extended sessions are required. Elgin Online Training Academy Sourcewell members and dealers have access to Elgin's Online Training Academy, which includes a full catalog of training videos, tutorials, product overviews, and technical walk-throughs. These digital resources are accessible 24/7 and support both initial onboarding and ongoing education. The academy is continually updated to reflect new technologies and product enhancements. Virtual Support & On-Demand Materials In addition to our online academy, Elgin offers digital service manuals, quick-reference guides, and troubleshooting videos. Virtual training sessions can also be coordinated with Elgin support staff for remote assistance or specialized instruction. Elgin's training philosophy is rooted in ensuring long-term success for Sourcewell members by equipping operators and technicians with the knowledge they need to get the most from their equipment. Through hands-on support, online resources, and local dealer expertise, we deliver a complete training solution that enhances safety, performance, and equipment longevity	*

42	Describe any technological advances that your proposed Solutions offer.	1. Whirlwind1® Vacuum Sweeper with VSD Technology First vacuum sweeper in North America featuring a Variable-Speed-Device (VSD) between the chassis engine and transmission. Enables seamless switching between "road" and "work" modes via a single button — no need to stop or engage the parking brake . Reduces operator fatigue with quieter operation and fewer maintenance points by eliminating auxiliary engine components (belts, fluid couplers, etc.) . 2. Single-Engine Regenerative-Air Sweepers (Crosswind1 & RegenX1) Crosswind1 employs innovative shared-power architecture, integrating chassis and sweeping drive into one engine Electric Broom Bear debuted at CONEXPO 2023 using a fully electric chassis (Battle Motors LNT), supporting full shift operations and compatibility with Level 2/3 charging systems 4. Hybrid Pelican (PHEV Configuration) Maintenance of full performance with a battery-generator hybrid system, aligning with latest low-emission standards (EPA & CARB) elginsweeper.com . Through voice-of-customer insights and thoughtful design, Elgin has pivoted toward single-engine, hybrid, and fully electric platforms. These innovations offer: Significant reductions in noise, vibration, and maintenance Simplified operations and increased operator comfort Support for zero-emission mandates and long-term cost reductions Flexibility across multiple chassis and fuel configurations This integrated suite of technological advancements underscores Elgin's role as an innovator setting new standards in street sweeping.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Elgin is deeply committed to environmental sustainability, integrating eco-friendly technologies and practices across our product line and operations: Eco-Conscious Manufacturing At our Elgin factory, we've implemented advanced welding fume extraction systems and maintain best-in-class indoor air quality standards, reflecting our dedication to environmental stewardship NASCAR Green® Partnership As the "Official Sweeper of NASCAR Green®," Elgin partners with NASCAR on sustainable track operations. Our sweepers help reduce the sport's carbon footprint by optimizing fuel usage and reducing emissions Stormwater Retention & Management Our vacuum and regenerative air sweepers support stormwater best management practices by removing pollutants before they enter waterways. Dumping into roll-off containers prevents wastewater contamination Waterless Dust Control Elgin offers waterless sweeping solutions that reduce water usage and associated runoff—supporting year-round, sustainable operations Alternative-Fuel and Electric Sweepers Hybrid Broom Bear: Combines electric sweep drive with diesel/CNG charging. CNG Crosswind: Runs on clean-burning compressed natural gas, offering emissions benefits where CNG infrastructure exists Fully Electric Broom Bear: Offers zero-emission operation with 400 kWh battery capacity, delivering municipal-level performance	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Elgin Sweeper Company is dedicated to delivering environmentally responsible solutions that mitigate stormwater runoff, air pollution, and urban debris. As part of this commitment, we developed our proprietary Eco-Infused™ Technology—a platform that integrates scientific innovation with advanced engineering to enhance environmental performance across our product line. Elgin continues to lead the industry with technologies such as alternative fuel options, waterless dust control systems, single-engine configurations, and hybrid-electric powered sweepers. These innovations are designed to support cleaner streets, improve air and water quality, and reduce overall environmental impact. Our leadership in sustainability is further demonstrated by our long-standing partnership with NASCAR Green®, where Elgin has served as the exclusive sweeper provider for over nine years. This collaboration reflects our unmatched ability to deliver efficient track sweeping and drying solutions in some of the most demanding conditions—helping drive meaningful environmental progress within motorsports and beyond.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Elgin's unique value lies in our comprehensive line of street and road sweepers, which can be tailored to meet virtually any sweeping application. Our product lineup includes purpose-built mechanical sweepers, chassis-mounted mechanical models, regenerative air systems, pure vacuum sweepers, and alternative fuel options—offering unmatched versatility for Sourcewell participating entities. Our well-established dealer network across the U.S. and Canada allows us to effectively serve and support Sourcewell members nationwide. These strong relationships enable seamless collaboration, ensuring customers receive reliable service, technical expertise, and localized support. With our full suite of sweeper technologies, we don't steer customers toward one type of solution—we instead focus on identifying the best fit for their operational needs. Elgin's dedicated service engineering team enhances this flexibility, providing custom configurations and optional features to address specific member requirements. Lastly, our longstanding relationship with Sourcewell has given us deep familiarity with contract expectations and member needs. We understand how to manage reporting, compliance, and administrative requirements, ensuring the contract operates smoothly and efficiently to the benefit of all parties involved.	*
46	Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Our dealer contracts require that they provide service for all customers within their assigned territories, including Sourcewell member customers. In rare cases, and with the agreement of the customer, Elgin may authorize a customer to perform their own warranty repair. In such cases, Elgin and the servicing dealer will support the customer by providing parts, work instructions, and compensation at pre-established rates. This type of authorization is granted only when the repair is considered relatively straightforward and poses no risk to the customer. Elgin's warranty program is designed with flexibility and fairness in mind. There are no usage limitations imposed by our warranties. Our standard warranty covers one year bumper-to-bumper, excluding normal wear items such as brooms. This ensures that customers can operate their equipment with confidence, knowing that coverage is not affected by usage intensity. The warranty includes all components except for engines, truck chassis, tires, and other parts that fall under their respective original equipment manufacturer (OEM) warranties. These OEM-covered components are typically serviced by local facilities. In cases where local support is not available, Elgin and our dealers take an active role in coordinating service through our network of engine and chassis manufacturers and service providers. It is extremely rare for Elgin to receive a request to exchange or return a sweeper. However, if a customer's needs change or if a product is found to be misaligned with its intended use, Elgin and its dealers work collaboratively to modify or replace the equipment with a more suitable model. Our ultimate goal is to ensure every customer is fully satisfied with the performance and fit of their sweeper—because customer satisfaction is central to how we measure success.	*
47	Describe any limitations, restrictions, or other factors that adversely affect warranty coverage, including any coverage for items made by other manufacturers such as chassis.	The warranty includes all components except for engines, truck chassis, tires, and other parts that fall under their respective original equipment manufacturer (OEM) warranties. These OEM-covered components are typically serviced by local facilities. In cases where local support is not available, Elgin and our dealers take an active role in coordinating service through our network of engine and chassis manufacturers and service providers.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
49		Minority Business Enterprise (MBE)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available
50		Women Business Enterprise (WBE)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
51		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
52		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
53		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
54		Small Business Enterprise (SBE)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
55		Small Disadvantaged Business (SDB)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.
56		Women-Owned Small Business (WOSB)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
57	Describe your payment terms and accepted payment methods.	Payment terms are established directly between the Elgin dealer and the Sourcewell member. While the standard terms are typically net 15 or net 30 days, our dealers have extensive experience working with municipal and government agencies and understand that alternative payment arrangements may sometimes be necessary. In most cases, dealers are flexible and willing to accommodate specific member payment requirements, provided they are reasonable and agreed upon in advance. The default standard payment term between our dealers and Sourcewell members remains net 30 days.

58	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing and financing options are arranged directly between the Elgin dealer and the Sourcewell member. Nearly all of our dealers offer leasing and/or financing solutions, typically in partnership with third-party financial institutions with whom they have established relationships. One commonly recommended provider is NCL Government Capital, which offers financing options under a Sourcewell-awarded contract. Many of our dealers maintain an active relationship with NCL and utilize their programs to offer streamlined, compliant lease and financing solutions tailored to the needs of Sourcewell members.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We do not utilize a standardized transaction document for end users or Sourcewell members. Typically, the purchasing entity issues a formal purchase order to the authorized Elgin dealer, based on a Sourcewell-compliant quote generated through our online configurator tool. Once the dealer receives the purchase order, they submit the finalized quote to Elgin as a formal order. Upon receipt, Elgin issues an electronic order acknowledgment to the dealer, confirming the details of the transaction. This workflow represents our standard order processing procedure and integrates seamlessly with Sourcewell transactions. Sample documentation illustrating this process has been included in the upload section for reference	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Elgin is offering its complete line of sweepers under this agreement. Our pricing structure includes a straightforward 3% discount off the published list price for all sweeper models and available options. This pricing excludes the cost of the chassis and freight (from the factory to the dealer location). We also provide sweeper rental options across both the United States and Canada (quoted in Canadian dollars where applicable). Rental pricing is clearly defined on our rate sheets and reflects Sourcewell member pricing. In addition, late-model used sweepers, primarily from our rental fleet, are available for purchase. Due to differences in usage and unit condition, pricing for used equipment is determined on a case-by-case basis and is negotiated directly between the Sourcewell member and the authorized Elgin dealer. This provides members with a cost-effective option to acquire high-quality sweepers at a significantly lower initial investment.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered case-by-case basis.	*

64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed -- the 3% discount does not apply to chassis that we or our dealers provide.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*

70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am tasked with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item passed on to the member.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
73	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed Natural Gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are included in our offering.	*
75	Detail any runway sweeping and cleaning equipment that is FAA compliant (such as Part 139, AC 150/5210 Foreign Object Debris, National Aerospace Standard 412).	Crosswind 1 FSX - a specialty configuration to our crosswind product. We offer the FSX product to on our sweeper to support FAA compliance.	*
76	Describe any service contract options or extended warranties offered with your proposal.	N/A	*

Table 78: Depth and 8readth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Street sweeper	◉ Yes ○ No	13 different models with optional variations for specific sweeping applications.	*
78	Sidewalk sweeper	◉ Yes ○ No	13 different models with optional variations for specific sweeping applications.	*
79	Parking lot sweepers	◉ Yes ○ No	13 different models with optional variations for specific sweeping applications.	*
80	Runway sweeping and cleaning equipment	◉ Yes ○ No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.	*
81	Litter, trash, and debris vacuums	◉ Yes ○ No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.	*
82	Optional equipment, accessories, supplies and replacement or wear parts (complimentary to proposers offering in 77-81 above).	○ Yes ○ No	Service Parts are not currently offered.	*
83	Rental options (complimentary to proposers offering in 77-81 above)	◉ Yes ○ No	Not directly through our Elgin contract but working with our rental contract Joe Johnson Equipment, Elgin rentals are offered.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Elgin Pricing.zip - Tuesday June 24, 2025 16:12:40
- Financial Strength and Stability - FSS 10K 2024.12.31.pdf - Tuesday June 24, 2025 16:03:47
- Marketing Plan/Samples - Marketing .png - Tuesday June 24, 2025 16:11:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Elgin Transaction doc examples.zip - Tuesday June 24, 2025 16:10:29
- Upload Additional Document - Elgin Warranty Statement.jpg - Tuesday June 24, 2025 16:10:57
- Requested Exceptions - Elgin Sweeper Contract 093021 DL 06192025.docx - Tuesday June 24, 2025 16:04:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nickolaus Johanson, Sales and Operations Administrator, Elgin Sweeper Company - Subsidiary of Federal Signal

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_062425_Street_and_Specialty_Sweepers Tue May 27 2025 04:08 PM	☑	1
Addendum_1_RFP_062425_Street_and_Specialty_Sweepers Thu May 8 2025 04:14 PM	☑	1

RFP #062425
REQUEST FOR PROPOSALS
for
Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Proposal Due Date: June 24, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	May 6, 2025
Pre-proposal Conference:	May 29, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	June 16, 2025, 4:30 p.m., Central Time
Proposal Due Date:	**June 24, 2025, 4:30 p.m., Central Time** Late responses will not be considered.
Opening:	June 24, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

The following entities are listed in this solicitation to satisfy the procurement requirements of Oregon, Utah, and Virginia [Political Subdivision List - Oregon, Utah, and Virginia].

In Canada, Sourcewell's master agreements are available for use by current and future members including:

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies intended or designed for sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
    a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
    b. Litter, trash, and debris vacuums; and,
    c. Optional equipment, accessories, supplies and replacement or wear parts directly related to the offering of the solutions in subsections 1. a. - b. above.

2. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include services only solutions.

3. Proposers may include rental of street sweepers, specialty sweepers, debris vacuums and related equipment provided that they are complimentary to Proposer's offering of street and specialty sweepers.

4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
    a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
    b. Facility MRO, Industrial, and Building-Related Supplies and Equipment (RFP #091422);
    c. Airport Runway and Emergency Equipment with Related Services; except as called out above (RFP #111522);
    d. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #112624); and,
    e. Roadway Maintenance Equipment (RFP #050625).

Proposers may include related equipment, accessories, and services to the extent that these solutions are directly related to turnkey solutions for subsections 1. a. - c. above.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 100 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves

the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information

about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;
   b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
   c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.

Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.

5/08/2025
Addendum No. 1
Solicitation Number: RFP 062425
Solicitation Name: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where would delivery of the equipment be located?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or pre-determined locations. Sourcewell participating entities include thousands of public agencies located in the United States and Canada.

End of Addendum

Acknowledgement of this Addendum to RFP 062425 posted to the Sourcewell Procurement Portal on 5/08/2025, is required at the time of proposal submittal.

5/27/2025
Addendum No. 2
Solicitation Number: RFP 062425
Solicitation Name: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is the purpose of the Pre-Proposal Conference?

Answer 1:

Refer to the RFP document, Section V. RFP PROCESS, A. PRE-PROPOSAL CONFERENCE:

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

End of Addendum

Acknowledgement of this Addendum to RFP 062425 posted to the Sourcewell Procurement Portal on 5/27/2025, is required at the time of proposal submittal.

This document printed
Tuesday, 05/06/2025

The
New York State
Contract Reporter

NYS' official source of contracting opportunities
Bringing business and government together

Contracting Opportunity

Title: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Agency: Sourcewell

Division: Procurement Department

Contract Number: 062425

CR Number: 2122000

Contract Term: 4 Years

Date of Issue: 05/06/2025

Due Date/Time: 06/24/2025 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Tara Wolff

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal .sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

MB Companies; ASH North America; Bucher; Curbtender; Elgin Sweeper; Exprolink; FAYAT Environmental; Global

Contact Information

Primary contact:
Sourcewell
Procurement Department
Tara Wolff
Deputy Chief Procurement Officer
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfpads@sourcewell-mn.gov

Submit to contact:
Sourcewell
Procurement Department
Tara Wolff
Deputy Chief Procurement Officer
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfpads@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

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Payment Terms	Net 30
Due Date	06/11/2025

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DJC OREGON

Affidavit of Publication

To: Sourcewell - Scott Dobereiner
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 4054525, STREET AND SPECIALTY SWEEPERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

State of OR }
} SS:
County of Multnomah }

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
STREET AND SPECIALTY SWEEPERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES
SOURCEWELL
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
05/07/2025.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 12th day of May 2025

By: Michelle A Ropp
Michelle A. Ropp

By: N. I Bjork
OFFICIAL STAMP
NICHOLAS BJORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1044188
MY COMMISSION EXPIRES JANUARY 10, 2028

Nicholas Bjork
Notary Public, State of OR
No. 1044188
My commission expires on January 10, 2028

EXHIBIT A

SOURCEWELL

STREET AND SPECIALTY SWEEPERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

Proposals Due 4:30 pm, June 24, 2025

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published May 7, 2025 4054525

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

AFFIDAVIT OF PUBLICATION

Sourcewell
PO Box 219
Staples MN 56479-0219

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The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

05/06/2025, 05/13/2025

and that the fees charged are legal.
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SOURCEWELL
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STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

Request for Proposals

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0230828
May 7 2025

State of South Carolina

County of Richland

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1 insertion(s) published on:
05/07/25

Mary Castro

Mary Castro

Sworn to and subscribed before me this 7th day of May in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina, residing in Beaufort County

AMY L. ROBBINS
NOTARY PUBLIC
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Scottie Scheffler blitzes field at CJ Cup

Adam Schupak
Golfweek | USA TODAY NETWORK

There's no place like home to win for the first time this season.

World No. 1 Scottie Scheffler clicked his heels and reminded everyone who's the sheriff on the PGA Tour with a relentless performance at his hometown event, the CJ Cup Byron Nelson.

Scheffler, 28, fired a final-round 8-under-par 63 at TPC Craig Ranch in the Dallas suburb of McKinney, Texas, on May 4 to win by eight strokes over Erik van Rooyen.

"When I think about this tournament, I think about a lot of different stuff," said Scheffler, listing off attending the tournament in his youth, making his first PGA Tour start in this event while in high school, among other reasons for his personal connection to it. "I think at times it all comes crashing down to me at once. We have a lot of great memories as kids coming to watch this tournament. I just dreamed to be able to play in it, and it's more of a dream to be able to win it."

As a 6-year-old, Scheffler had his picture taken with Nelson, a member of the World Golf Hall of Fame, at this event. Shown the picture following his victory, he said of Nelson, "He was great for the game of golf. He was a great person, a family man, and I'm proud to be the champion at his event."

Eleven years later, Scheffler made the cut as an amateur with his sister on the bag, who is now the mother of two children, and his high school sweetheart – and now wife – walking every step in the gallery. He has supported the event ever since with the exception of last year, when he was awaiting the birth of his first child. Scheffler said reality has exceeded his dream.

"I always just dreamed of playing golf on the PGA Tour," he said. "I would come out on the driving range and watch these guys practice, hitting their brand-new range balls. That's all I wanted to do was come out here and play a golf course that was in great shape and compete on the best golf courses in the world against the best players."

Scottie Scheffler hoisted his first trophy of 2025 after winning the CJ Cup Byron Nelson at TPC Craig Ranch in McKinney, Texas. RAYMOND CARLIN III/IMAGN IMAGES

En route to victory, Scheffler rewrote much of the tournament record book, including setting a 72-hole scoring mark of 31-under 253, which also tied the PGA Tour's all-time 72-hole scoring mark.

"It doesn't matter where you're playing, if you're pushing it past 30 under that's absolutely ridiculous, and that's what he's doing," Jordan Spieth said.

Scheffler collected his 14th PGA Tour title and his first official victory since the Tour Championship in August. (He also won the Hero World Challenge, an unofficial event, in December.) But Scheffler injured his right hand on Christmas while making ravioli. He required surgery and missed a couple of early events. He recorded five top-10 finishes, including a second place at the Texas Children's Houston Open, and hadn't finished outside the top 25 in eight starts this season, but hadn't tasted victory.

Scheffler went wire-to-wire, opening with 10-under 61, following it up with 63 and admittedly lacking his A game shot a ho-hum 66 in the third round. The last golfer to have an eight-shot lead on the PGA Tour through 54 holes? McIlroy at the 2011 U.S. Open.

"(Scottie's) the best player in the world for a reason," said Adam Schenk, who finished T-5, before the final round. "I try to think of a situation where it's an advantage to me to catch up to him tomorrow and I really can't come up with one."

With the exception of bogeys at the third and 17th holes, Scheffler never took his foot off the gas and continued his birdie binge, dropping circles on the card at four of the first seven holes. At the par-5 ninth, Scheffler added a 21-foot eagle for good measure.

Van Rooyen, a South African, eagled No. 9 to shoot 30 on the front but didn't trim his deficit. He holed a 56-foot eagle at No. 14 to shoot 8-under 63 and win the tournament's "B" flight.

"Scottie was practically flawless, which is kind of what you expect from the world No. 1," Van Rooyen said.

Scheffler was unstoppable, making birdies on three of the first six holes to start the back nine. For the week, he ranked first in strokes gained: tee to green, SG: approach the green and proximity to the hole. Scheffler made the game look as easy as the tournament namesake, who once won 11 straight tournaments in 1945.

Golf Channel analyst Brandel Chamblee went so far as to compare Scheffler's tee-to-green game to Tiger Woods' in his heyday.

"I never thought I'd say that, I never thought I'd see that, but tee to green he's Tiger Woods," Chamblee said.

Scheffler's putter wasn't too shabby either, ranking first in SG: putting in the final round and fifth for the week.

Another hometown hero, Spieth, who battled the 36-hole cutline, fired a bogey-free 62 and finished fourth.

But Spieth still couldn't sniff Scheffler.

"He's just playing the golf he's played over the last few years," Spieth said. "He's hitting the fairway and then ironing it maybe better than anybody ever has and lets the birdies come to him. The courses become really easy once you have an average of like 10 feet for birdie. Golf becomes pretty easy.

"When he's like this and he's making putts, you have to somehow find an advantage over him."

But at the CJ Cup, Scheffler was a man among boys and sent a message to McIlroy and anyone else thinking of winning the PGA Championship in two weeks time, that he's back and ready to do battle for more majors.

"It feels like a lifetime of hard work and sacrifice for little moments like these, and they're pretty special," he said.

As grand slam chance looms, Spieth closes in 62

Cameron Jourdan
Golfweek | USA TODAY NETWORK

Jordan Spieth is finding his form at an opportune time.

The Dallas native closed in 9-under 62 on May 4 at the CJ Cup Byron Nelson, the 62 being Spieth's lowest score on the PGA Tour since 2021.

He gained 6.464 strokes on the field in his final round, his best performance since the final round of the 2023 Masters.

After offseason wrist surgery and a few years of questioning whether Spieth could return to peak form, he seems to finally be finding it, and at a good time, too. The PGA Championship begins in just over a week, and Spieth needs the Wanamaker Trophy to become the seventh male golfer to win the career grand slam.

Spieth

It's something he talked about with CBS Sports' Amanda Balionis in his post-round interview, and he said seeing Rory McIlroy accomplish the feat last month at the Masters was inspiring.

"The ultimate goal is consistent play, but it's not bogey avoidance or anything like that," Spieth said. "I'm not changing strategy. It's just that my mechanics are just getting a little bit better each week. I'm able to do sufficient stuff maybe that I wasn't able to do last year that maybe my wrist is holding me back, I'm not sure."

The finish at his hometown event will be Spieth's third top-10 of 2025, and his worst finish in his past five starts was a T-28 at the Valspar Championship.

"You can go in lulls, and I know that you can bounce out of them literally in a hole or two," he said. "Sometimes when you're putting well, you have to have a lot of rounds that are bad in order to not feel good. But the good news is bipolarness on the greens can bounce back to positive pretty quickly."

Even with his stellar closing round, Spieth was going to finish at least 10 shots behind fellow Dallas native Scottie Scheffler, who Spieth played with the first two days and plays golf with often during off weeks.

"It's inspiring what he's doing. It makes me want to work harder and be better, especially after watching him for two days and just getting my butt kicked," Spieth said. "I didn't play great golf, but even if I did, it would have been hard to be at 18-under in two rounds. I don't think I've ever done that."

Spieth is in the field at this week's Truist Championship on a sponsor exemption, his second of what will be five straight starts on the PGA Tour, ending at the Memorial. But after next weekend, he heads to Quail Hollow Club, where he went 5-0-0 during the 2022 Presidents Cup and where he had his first chance to complete the career grand slam in 2017, though he got beat by good friend Justin Thomas.

Spieth is trending, and he knows it.

"It feels close," Spieth said. "I'm not going to try to force anything, and this was a good improvement."

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Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

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NOTICES

Cleveland Metroparks is soliciting competitive bids for Rugged Technology, Ancillary Products & Related Services. **BID#045**

Bids must be received and entered into Public Purchase, http://www.publicpurchase.com, **until 3:00 p.m. (EDT)** on the 5th **day of June 2025,** at which time bids will be publicly opened via WebEx at https://metroparks.webex.com/metroparks/j.php?MTID=m0a2f0fc9ae979d73cbbca0f329d29c53 or call in at 419-418-1300 (meeting number (access code): 2862 159 6974 and meeting password: MAUYMP4w289) and bidders names recorded. As set forth in ORC 9.24, bids will be available for public inspection after Cleveland Metroparks makes an award. No late bids will be considered.

Region 14 Education Service Center, Abilene, Texas is requesting proposals from qualified and experienced firms to provide:

- **Waterworks Materials, Services, Operations and Related Solutions #25-5942**
- **Elevator Product Inspection Services and Other Solutions #25-51859**
- **Fleet Solutions: Light to Heavy Duty Vehicles and Related Products and Services #25-51844**
- **Software and SaaS Solutions #25-5940**
- **Business and IT Consulting and Advisory Services #25-5944**

PROPOSAL DUE DATE:
June 19, 2025, BEFORE 2:00 PM LOCAL TIME.

Responses shall be received electronically no later than the submittal deadline via Bonfire, an online portal. To access and obtain a copy of the solicitations, please visit: https://omnipartners.bonfirehub.com/.

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NOTICES

NOTICE OF PUBLIC IMPLEMENTATION OF COLLATERAL UNDER SECTION 9-611 OF THE UNIFORM COMMERCIAL CODE

[illegible]

Derek Carr's legacy: The Good. The Bad. The courageous.

Mike Freeman
Columnist
USA TODAY

QB Derek Carr retires because of the effects of injury after 11 seasons, the first nine with the Raiders and the past two with the Saints. BRAD PENNER/IMAGN IMAGES

It may seem weird to ask about the legacy of someone like quarterback Derek Carr, who recently retired. Carr was never one of the elite pass throwers. He's not one of those quarterbacks where words like "legacy" are normally used. That word is normally reserved for someone like Joe Montana. Not Derek Carr.

Yet Carr does have a legacy. It's the legacy of the luck of the draw. In Carr's case, bad luck. Like so many other quarterbacks before him, you have to wonder what his career would have been like had he not played for such problematic franchises.

It's likely Tom Brady would be Tom Brady in any of the multiverses, but what if Brady had played for six head coaches in his career as Carr did instead of one? Do we *know* he'd be Brady with that kind of constant upheaval? If he played for bad coaches? For organizations that were inept?

Many of the players who start at quarterback in the league are like Carr. They aren't elite talents. They are the NFL's workhorses. They don't have the skill of Peyton Manning or the athleticism of John Elway. They're the middle class. In many instances, they are also unlucky. That partly was Carr.

Carr's story is universal in the NFL. It will be the story of quarterbacks from this past draft like Cam Ward, Shedeur Sanders or Jaxson Dart. Their success will depend on numerous circumstances beyond their control.

It's easy to be critical of Carr's career. I have been in the past. Never liked how he'd throw teammates under multiple buses. But on the field he's been far better than people think despite some absolutely brutal circumstances. As ESPN notes, Carr played for a staggering six head coaches in his nine years with the Raiders. Two of those coaches were interim. There were five different playcallers. He also had a new coordinator in each of his two seasons with the Saints.

It's difficult to overstate how unbelievably bad those circumstances are. Few quarterbacks would be able to prosper with that kind of turnover. Yet Carr somehow did. He made Pro Bowls and was as tough as they come. Carr would get annihilated behind some bad offensive lines with both the Raiders and the Saints. Yet he'd get hit and get right back up. He played in 15 or more games, ESPN says, in each of his first 10 NFL seasons.

Carr was genuinely a highly courageous player, especially with the Raiders.

Carr was far from perfect, of course. He would make some of the most inexplicable interceptions you'd ever see. Just head-scratching stuff. Carr was once blasted by a former teammate who ranted that the quarterback was an inaccurate thrower.

Carr also had just one career playoff appearance (a loss in an AFC wild-card game in 2022 while with the Raiders). He was good, at times even top 10 at his position, but not good enough to put bad franchises on his back and win postseason contests.

For someone of his stature (an NFL quarterback), Carr could also be remarkable thin-skinned. He'd go on blocking sprees on Twitter (now X) after even mild criticism. It became almost a running joke. There were two types of Twitter users: those blocked by Carr and those who would be. He blocked me years ago. I also just checked. I'm still blocked.

Carr was once asked why he puts so much effort into blocking people.

"You probably said something silly," Carr replied. "You probably said something crazy. I mute and block people all the time. You maybe didn't even say it about me, you maybe said it about one of my best friends, man. And so I'm sorry that it's come to this. If you wanna go have lunch, we can have lunch, man. From six feet distance, with masks on. All the protocols. You know, I'm not tryin' to get in trouble in the city again, you know?

"So we can do that. But I block, man. Some of you all probably got blocked on here, too. But we're still friends. You know? I just don't want to read the negativity, man. I don't want someone to tweet it or come at. I don't wanna see it. So it's nothin' personal, man. That's social media. I'm still me in person, you know?"

It was an honest answer. I'll give him that.

So what is Carr's legacy? He was a solid player who made the best of his limited talent while playing on (mostly) bad teams. No, it's not a Brady-type legacy.

But it's not bad, either.

Jags coach reveals Hunter's workout plan for rookie minicamp

Jacob Camenker
USA TODAY

The Jacksonville Jaguars began the unique challenge of preparing Travis Hunter to play both offense and defense as their NFL rookie minicamp opened over the weekend.

Hunter began minicamp working at the wide receiver position. First-year Jaguars coach Liam Coen provided insight into when interested parties might see the rookie at cornerback during a media availability May 10.

"Yeah, he'll be able to get integrated next week on the defensive side of the ball," Coen told reporters, per NFL Network.

Why did the Jaguars begin with Hunter working at receiver for multiple sessions? Jacksonville's goal was to see Hunter make strides at the position before also testing him at cornerback.

"We just kind of ended up making a decision that from yesterday to today we wanted to be able to clean up some of the things that we may have been able to miss yesterday, get extra reps on the offensive side of the ball, and next week he'll start to roll on defense," Coen explained.

Many expect Hunter to play receiver primarily during his first NFL season, which may also have played a part in Jacksonville's decision.

Hunter appears to be on board with the Jaguars' plan. He said he was "getting used to" learning two NFL playbooks but acknowledged learning Jacksonville's offense was the more challenging task.

"It's just a lot of different types of calls, but other than that, the defense is pretty easy," Hunter said. "You've just got to get used to the offense."

Coen seems confident Hunter won't have any issues picking things up on both sides of the ball after winning the Heisman Trophy while doing so at Colorado.

"He's a football-smart guy," Coen said of Hunter. "The game makes sense to him. And so now it's just about putting in that time, that extra time that he's going to have to do in order to be successful to play even one side of the ball at this level. So he knows what's cut out for him coming up."

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A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Mailing and Postage Equipment and Technology to result in a procurement solution for use by its Participating Entities.

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PUBLIC NOTICE TO CLAIMANTS
IN THE TRADERS DOMAIN, ET AL RECEIVERSHIP
DEADLINE TO FILE A CLAIM IS JULY 28, 2025

Notice is hereby given that the United States District Court for the Southern District of Florida (the "Court") in Case No. 1:24-cv-23745-RKA, Commodity Futures Trading Commission v. Traders Domain FS Ltd. d/b/a The Traders Domain; Fredirick Teddy Joseph Sotranko a/k/a Ted Sotranko; David William Negus-Remvor; Ares Global Ltd. d/b/a Trubluefx; Alga Capital LLC; Alga FX Capital Advisor LLC n/k/a Quants Advisor, LLC; Robert Calloza, Jr.; Juan Herman a/k/a JJ Herman; John Fortini; Steven Likos; Michael Shannon Sims; Holton Buggs, Jr.; Centurion Capital Group Inc.; Alejandro Santiesteban a/k/a Alex Santi; Gabriel Beltron; and Archie Rice, authorizes the Receiver to identify all claims against the Receivership Defendants identified below prior to entering an order for distribution of the available assets.

All investors, creditors, and other persons who may have a claim arising prior to October 3, 2024, against the Receivership Defendants identified below or the assets held by the Receiver must submit to the Receiver a completed Proof of Claim, signed under oath by the claimant or an authorized representative:

Traders Domain FS Ltd. d/b/a The Traders Domain;
Fredirick Teddy Joseph Sotranko a/k/a Ted Sotranko;
David William Negus-Remvor;
Ares Global Ltd. d/b/a Trubluefx;
Alga Capital LLC;
Alga FX Capital Advisor LLC n/k/a Quants Advisor, LLC;
Robert Calloza, Jr.;
Juan Herman a/k/a JJ Herman;
John Fortini;
Steven Likos;
Michael Shannon Sims;
Holton Buggs, Jr.;
Centurion Capital Group Inc.;
Alejandro Santiesteban a/k/a Alex Santi;
Gabriel Beltron; or
Archie Rice

A Proof of Claim must be completed and submitted online at https://cases.ilsrelts.com/tradersdomainassociation on or before JULY 28, 2025. The Proof of Claim form is also available at www.tradersdomainreceivership.com, or by sending an email to tradersdomainreceivership@ilsrelts.com, or by calling technical support at (949) 880-7544 /U.S./Canada Toll-Free) and (888) 693-5188 (International Toll). The completed Proof of Claim must be submitted with supporting documents evidencing your claim amount, including but not limited to, wire transfer receipts and account statements. Do not file the Proof of Claim with the Court.

If you are unable to submit your Proof of Claim using the online claims portal, then you can print the Proof of Claim form and complete and submit it with supporting documents by email to tradersdomainreceivership@ilsrelts.com or by mail postage prepaid to: Traders Domain Receivership Claims Processing c/o Ilsrelts 410 Exchange, Ste. 100, Irvine, CA 92602. The Proof of Claim must be sent so that it is received by no later than JULY 28, 2025.

Any investor, creditor, or other claimant who does not file a Proof of Claim with the Receiver on or before JULY 28, 2025 shall be forever barred from participation in the distribution of funds held by the Receiver, unless the Court orders otherwise.

If you have a claim against Defendant Alga Capital, LLC and you filed a claim in Re: Assignment for the Benefit of Creditors of Alga Capital, LLC To: Phillip J. Von Kahle, Case No. 2023-274763-CA-01 in Florida's Eleventh Judicial Circuit, your claim has been transferred to the Receiver, and you are not required to file a new claim in this case, but you may be required to submit additional information in support of your claim. The Receiver will contact you to request any additional information required.

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Open & competitive opportunity • Request for Proposal

Share

Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

APC Reference # AB-2025-03387

Internal Reference # 052425

Time Until Closing
43 days 1 hrs 50 min

Category
Goods

Contracting Organization
Rural Municipalities of Alberta (RMA)

Bookmark

Express Interest

Evaluation Selection Awarded

Posting Date & Time
Wed • May 7, 2025 • 12:55 pm (MT)

Closing Date & Time
Tue • Jun 24, 2025 • 3:30:00 pm (MT)

General Info Contact Info Submission Info Document Downloads

Interested Suppliers

When the information in this online posting varies from the downloadable documents (see below), the information in the documents always supersedes the information shown below.

General Info

Contracting Organization

Rural Municipalities of Alberta (RMA)

Organization Address

2510 Sparrow Drive
Nisku, Alberta
T9E 8N5
Canada

Posting Type

Open & competitive opportunity

Solicitation Type

Request for Proposal

Region(s) of Delivery

Alberta

Trade Agreement(s)

NWPTA • CFTA • TCA • CETA

Description

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMNB, NSFM, FPEIM, MNL, NWTAC, NAM, AYC and its current and potential Members and represented Associations and their Members, which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon

Territories and Nunavut. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of Canadian trade agreements (including Canadian Free Trade Agreement (CFTA) Chapter 5, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement (CETA) Chapter 19, New West Partnership Trade Agreement (NWPTA), Atlantic Trade and Procurement Partnership (ATPP) as applicable).

Canoe/Sourcewell is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025 at 4:30 p.m. Central Time, and late proposals will not be considered.

1. Sourcewell and Canoe are seeking proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies intended or designed for sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
1. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
2. Litter, trash, and debris vacuums; and,
3. Optional equipment, accessories, supplies and replacement or wear parts directly related to the offering of the solutions in subsections 1. a-b. above.

2. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include services only solutions.

3. Proposers may include rental of street sweepers, specialty sweepers, debris vacuums and related equipment provided that they are complimentary to Proposer's offering of street and specialty sweepers.

4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
1. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222)
2. Facility MRO, Industrial, and Building-Related Supplies and Equipment (RFP #091422)
3. Airport Runway and Emergency Equipment with Related Services; except as called out above (RFP #111522)
4. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #112624)

5. Roadway Maintenance Equipment (RFP #050625)

5. The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

6. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

7. Following submission of proposals, negotiations may be permitted.

8. List of current and Potential Members and represented Associations and their Members which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut located here, https://canoeprocurement.ca/canoe-current-future-members/

Estimated Contract Start Date

Aug 1, 2025

Estimated Contract End Date

Jul 31, 2029

Estimated Contract Duration

4 Year(s) — 0 Week(s) — 0 Day(s)

*These estimated contract dates and duration are only estimates and subject to change.

UNSPSC Commodity Codes

The United Nations Standard Products and Services Code (UNSPSC) is an international classification system for products and services. You can use these codes to search for opportunities/notices that match the specific categories of products and/or services you supply. Previously used Goods and Services Identification Number (GSIN) codes are also listed, where available, as a convenience to Suppliers.

Code ↑	GSIN Code	Description	Code Level ↑
25101900	N2320	Specialized and recreational vehicles	Class
25101919	N3825	Road sweeper	Commodity
47000000	N7900	Cleaning Equipment and Supplies	Segment
47121600	N7900	Floor machines and accessories	Class
47121602	N7910	Vacuum cleaners	Commodity
47121604	N7910	Wet or dry combination vacuum cleaners	Commodity
47121605	N7910	Floor scrubbers	Commodity
47121607	N7910	Vacuum cleaner supplies or accessories	Commodity
47121612	N7910	Floor sweepers	Commodity
47121800	N7900	Cleaning equipment	Class

Note: Access the full open dataset of codes used in APC at Open Government.

↑ Back to top

Contact Info

If you have questions, please contact the Contact Person below **only by email**.

Contact Person	Method of Contact
Tara Wolff Manager of Procurement	rfp@sourcewell-mn.gov

Address

2510 Sparrow Drive
Nisku, Alberta
Canada
T9E 8N5

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Submission Info

Submission Channel(s)

Follow the instructions... Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

https://proportal.sourcewell-mn.gov

Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Submission Information

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for

technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

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Document Downloads

Please take note

When you download a document, you are automatically added to the Interested Suppliers List (below) and subscribed to email notifications for this opportunity. You can remove yourself from this list by selecting the "Update Interest" button at the top of this page and then unselecting the "I'm interested in this opportunity" checkbox in the Express Interest section.

Documents

Document Name
File Info

Procurement Package

2025 05 07 RFP_062425_Street_Specialty_Sweepers_Canoe
PDF • 2.3 MB

Download

↑ Back to top

Interested Suppliers

Prior to submitting a response to an opportunity, you should express interest before its Closing Date, so that your business name is published in the Interested Suppliers list below and you are subscribed to email notifications of updates to the opportunity.

Additionally, you may also choose to explicitly indicate interest in potential partnership inquiries from other Suppliers for this opportunity and publish your preferred contact information in the Interested Suppliers list.

Note that you will automatically be deemed as having expressed interest in an opportunity when you download any opportunity documents. You can update your interest in the opportunity and/or in partnerships at any time before the Closing Date, after which expressing and/or updating interest will NOT be available.

Interested Suppliers list

Interested in partnerships with other Suppliers

☐ Only display Suppliers interested in partnerships with other Suppliers.

Btee5 Inc.

Cubex Equipment

Deltek

Elitetex LLC

IT Serevice

Karcher Municipal North America INC

SmartProcure, Inc

SmartProcure • Inc • SmartProcure • Inc • SmartProcure • Inc

Super Save Group

Sweeprite, A Division of Merit Manufacturing

Sweeprite • A Division of Merit Manufacturing

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Sourcewell

Bid RFP #062425 - Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

[Switch to Vendor View]

Bid Type **RFP**

Bid Number **062425**

Title **Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies**

Start Date **May 6, 2025 6:00:00 AM CDT**

End Date **Jun 24, 2025 4:30:00 PM CDT**

Agency **Sourcewell**

Bid Contact **Tara Wolff**
(218) 541-5362
rfpads@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Access Reports
View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

Questions
0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid
[Create Addendum]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **May 29, 2025 10:00:00 AM CDT**

Location **Online Conference**

Notes **Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.**

Documents

No Documents for this bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2025 © | The Public Group, LLC. All rights reserved.

The Public Group

Sourcewell

Français

View Details

Click (https://www.bidsandtenders.ca)here (https://proportal.sourcewell-mn.gov/) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 062425
Bid Name:	Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies
Bid Status:	**Open**
Bid Closing Date:	Tue Jun 24, 2025 4:30:00 PM (CDT)
Question Deadline:	Mon Jun 16, 2025 4:30:00 PM (CDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	Yes
Public Opening Address:	See RFP and FAQ documents for details
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. **Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time**, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Submit a Question Download Bid Documents Simulate Submission

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Doc
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Thursday May 29, 2025 10:00 AM (CDT)	No	

Documents

File Name	Pages	
RFP_062425_Street_Specialty_Sweepers Monday May 5, 2025 08:58 PM	13	D
RFP_062425_Street_Specialty_Sweepers_Master_Agreement Monday May 5, 2025 08:59 PM	14	D

Addenda

No Addenda Available ...

Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the RFP can be found on the Sourcewell Procurement Portal, and only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025 at 04:30 PM CT and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
May 29, 2025 at 10:00 AM CT

Proposal Due:
June 24, 2025 at 04:30 PM CT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

Sourcewell

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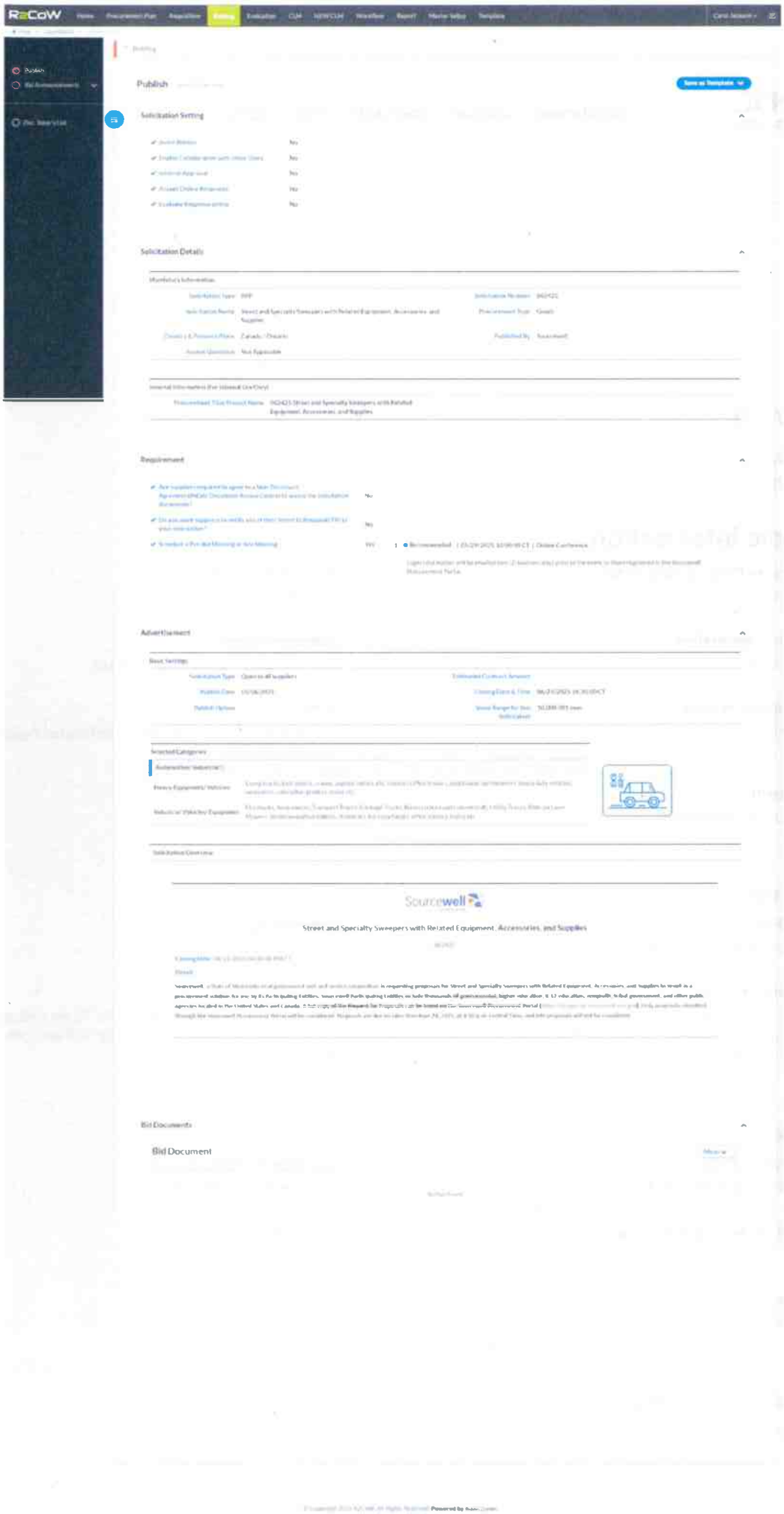
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Solicitation Details
Requirement
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Bid Documents
Bid Document
Sourcewell
Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

1
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4
5

Preview

Print

Notice Categories

Basic Information

Estimated Contract Value (CAD)
100,000,000.00 (Not shown to suppliers)

Reference Number
0000292878

Issuing Organization
Sourcewell

Solicitation Type
RFP - Request for Proposal (Formal)

Solicitation Number
062425

Title
Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Source ID
PP.CO.USA.868485.C88455

Details

Location
Canada, All of Canada, All of Canada

Purchase Type
Duration: 4 years

Description
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education

See more

Dates

Publication Date
2025/05/06 08:20:23 AM EDT

Question Acceptance Deadline
2025/06/16 05:30:00 PM EDT

Questions are submitted online
No

Closing Date
2025/06/24 05:30:00 PM EDT

Bid Intent
Not Available

Prebid Conference
2025/05/29 11:00:00 AM EDT

Contact Information

Procurement Department

218-894-1930

Chat Now

rfpads@sourcewell-mn.gov

Pre-Bidding Events

Event Type
Prebid Conference

Attendance
Recommended

Event date
2025/05/29 11:00:00 AM EDT

Location
Online Conference

Event Note
Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.

Bid Submission Process

Bid Submission Type
Electronic Bid Submission

Pricing
In attached document

Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No

Additional Bidding Instructions
Documents Defining the Proposal

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SALT LAKE CITY, UT 84101-1431

The Salt Lake Tribune

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CUSTOMER NAME AND ADDRESS

SOURCEWELL
RFP ADS
PO BOX 219
Staples, MN 56479
RFPAds@sourcewell-mn.gov

ACCOUNT NUMBER

21495

ACCOUNT NAME

SOURCEWELL

TELEPHONE

218-894-5481

ORDER #

SLT0032748

CUSTOMER REFERENCE NUMBER

CAPTION

Request For Proposals Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities.

TOTAL COST

$51.80

Request For Proposals

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SLT0032748

AFFIDAVIT OF PUBLICATION

AS THE SALT LAKE TRIBUNE, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF Request For Proposals Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. FOR SOURCEWELL WAS PUBLISHED BY THE SALT LAKE TRIBUNE, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 05/07/2025

DATE 05/09/2025

SIGNATURE

STATE OF UTAH
COUNTY OF SALT LAKE

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 9th DAY OF MAY IN THE YEAR 2025

BY Doug Ryle

LAREE WHITMER
Notary Public
State of Utah
My Commission Expires December 9, 2028
Commission Number 740391

NOTARY PUBLIC SIGNATURE

PO BOX 271693
SALT LAKE CITY UTAH 84127
FED. TAX I.D.# 87-0128317
801-204-6910

DeseretNews

PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

SOURCEWELL
Scott Doberciner
PO Box 219
Staples, MN 56479-0219

ACCOUNT NUMBER

69553

ACCOUNT NAME

SOURCEWELL

TELEPHONE

218-894-5481

ORDER #

DN0028183

CUSTOMER REFERENCE NUMBER

RFP#062425-Sweet and Specialty Sweepers

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities.

TOTAL COST

$40.56

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.
DN0028183

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **LEGAL NOTICE FOR SOURCEWELL** WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 05/07/2025

DATE 05/09/2025

SIGNATURE

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 9th DAY OF MAY IN THE YEAR 2025

BY KARYN VIGIL

LENEA TAPUSOA
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 737955
COMM. EXP. 07-01-2028

NOTARY PUBLIC SIGNATURE

Docusign Envelope ID: 16EF2266-EF01-4AF8-85DE-D4F1A765384E

Proposal Opening Record

Date of opening: June 24, 2025

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

The undersigned certify that all responses received on Request for Proposal #062425 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Aebi Schmidt North America, dba ASH North America, Inc. - Submitted Mon Jun 23, 2025 3:50:29 PM
Atlas Toyota Material Handling, LLC - Submitted Tue Jun 24, 2025 1:21:30 PM
BOSCHUNG AMERICA, LLC - Submitted Tue Jun 24, 2025 9:43:07 AM
Bucher Municipal North America - Submitted Sat Jun 21, 2025 11:37:33 AM
Curbtender, Inc. - Submitted Tue Jun 24, 2025 12:43:36 PM
DuCo, LLC, dba Schwarze Industries LLC - Submitted Sat Jun 21, 2025 8:34:43 AM
Elgin Sweeper Company - Submitted Tue Jun 24, 2025 4:17:30 PM
Exprolink Inc. - Submitted Mon Jun 23, 2025 8:19:13 AM
FAYAT Environmental Solutions Americas - Submitted Tue Jun 24, 2025 11:41:18 AM
Federal Contracts Corp., dba Federal Contracts Company - Submitted Tue Jun 24, 2025 1:54:07 PM
Global Environmental Products, Inc. - Submitted Mon Jun 23, 2025 6:54:24 AM
Green Machines Inc. - Submitted Mon Jun 23, 2025 5:28:24 PM
IC Innovations LLC, dba DebrisClear - Submitted Tue Jun 24, 2025 1:17:40 PM
Karcher Municipal North America - Submitted Mon Jun 23, 2025 3:12:57 PM
Lacal Equipment - Submitted Wed May 28, 2025 6:37:11 AM
Merit Manufacturing Inc., dba Sweeprite Manfacturing, Inc. - Submitted Mon Jun 23, 2025 1:52:08 PM
Minuteman International, dba Minuteman Powerboss, Inc. - Submitted Tue Jun 24, 2025 10:58:59 AM
Nescon, LLC - Submitted Mon Jun 23, 2025 4:29:36 PM
ODRA, LLC - Submitted Tue Jun 24, 2025 2:59:40 PM
ROOTS MULTICLEAN, INC. VICTORY SWEEPERS DIVISION - Submitted Fri Jun 20, 2025 4:56:24 PM
STEC EQUIPMENT, dba STEC EQUIPMENT INC. - Submitted Mon Jun 23, 2025 2:44:58 PM
Tennant Sales & Service - Submitted Tue Jun 24, 2025 9:51:38 AM
Triverus, LLC - Submitted Mon Jun 23, 2025 5:54:48 PM

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Truckcorp, LLC - Submitted Mon Jun 23, 2025 9:34:22 PM
TYMCO, Inc. - Submitted Mon Jun 23, 2025 6:44:07 PM
United Rotary Brush Corporation - Submitted Fri Jun 20, 2025 2:10:52 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on June 24, 2025 at 4:30 p.m., CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

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Carol Jackson
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Carol Jackson, MA
Senior Procurement Analyst

DocuSigned by:
Scott Dobereiner
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Scott Dobereiner, CPPO, NIGP-CPP
Procurement Analyst II

Proposal Evaluation
Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies RFP #062425

	Possible Points	Aebi Schmidt North America	Atlas Toyota Material Handling, LLC	BOSCHUNG AMERICA LLC	Bucher Municipal North America	Curbtender, Inc.	DuCo, LLC (Schwarze Industries, LLC)	Elgin Sweeper Company
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	43	37	38	42	40	43	44
Ability to Sell and Deliver Solutions	150	125	116	118	124	120	125	127
Marketing Plan	100	85	71	79	81	81	83	84
Value Added Attributes	100	84	76	81	85	79	84	86
Pricing	400	335	285	325	321	334	336	329
Depth and Breadth of Offered Solutions	200	167	146	148	168	164	175	169
Total Points	1,000	**839**	**731**	**789**	**821**	**818**	**846**	**839**
Rank Order		5.5	21	15	10	11	1	5.5

	Possible Points	Exprolink, Inc.	FAYAT Environmental Solutions Americas	Federal Contracts Corp.	Global Environmental Products, Inc.	Green Machines, Inc.	IC Innovations, LLC	Karcher Municipal North America
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	40	42	39	43	34	36	38
Ability to Sell and Deliver Solutions	150	127	126	121	126	106	106	125
Marketing Plan	100	85	83	83	83	79	76	79
Value Added Attributes	100	87	82	81	85	81	78	80
Pricing	400	339	338	308	324	310	300	323
Depth and Breadth of Offered Solutions	200	166	161	158	166	138	130	158
Total Points	1,000	**844**	**832**	**790**	**827**	**748**	**726**	**803**
Rank Order		3	7	14	8	19	22	12

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Carol Jackson
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Carol Jackson, MA
Senior Procurement Analyst

DocuSigned by:
Scott Dobereiner
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Scott Dobereiner, CPPO, NIGP-CPP
Procurement Analyst II

Signed by:
Mari Vielma
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Mari Vielma
Procurement Analyst II

Signed by:
Neva Crawford
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Neva Crawford
Procurement Analyst II

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Proposal Evaluation
Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies RFP #062425

	Possible Points	Lacal Equipment	Merit Manufacturing, Inc.	Minuteman International	Nescon, LLC	ODRA, LLC	ROOTS MULTICLEAN, INC. VICTORY SWEEPERS DIVISION	STEC EQUIPMENT
Conformance to RFP Requirements	Pass/Fail		Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50		37	37	38	42	37	39
Ability to Sell and Deliver Solutions	150		111	116	118	121	105	111
Marketing Plan	100		77	77	81	82	76	77
Value Added Attributes	100		77	78	82	82	78	74
Pricing	400		318	323	284	336	326	279
Depth and Breadth of Offered Solutions	200		130	161	140	160	160	144
Total Points	**1,000**		**750**	**792**	**743**	**823**	**782**	**724**
Rank Order			18	13	20	9	16	23

	Possible Points	Tennant Sales & Service	Triverus, LLC	Truckcorp, LLC	TYMCO, Inc.	United Rotary Brush Corporation
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	
Financial Viability and Marketplace Success	50	39	36	43	42	
Ability to Sell and Deliver Solutions	150	121	105	126	124	
Marketing Plan	100	76	74	85	85	
Value Added Attributes	100	74	75	83	84	
Pricing	400	295	255	340	336	
Depth and Breadth of Offered Solutions	200	155	135	168	169	
Total Points	**1,000**	**760**	**680**	**845**	**840**	
Rank Order		17	24	2	4	

INITALS

DS CG _____ DS SD _____ Initial MV _____ Initial MC _____

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL RFP #062425
Entitled

Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

The following advertisement was placed May 6, 2025, in and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, PublicPurchase.com, and The New York State Contract Reporter www.nyscr.ny.gov, May 7, 2025 in South Carolina's *The State,* the *Deseret News*, Oregon's *Daily Journal of Commerce*, May 9, 2025 in the *Salt Lake Tribune* and May 6 and May 13, 2025 in *USA Today* and in *The Oklahoman:*

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1Go Transit, LLC	Horizon Motor
4 Elements Distributions Group	IC Innovations, LLC dba DebrisClear
911 Leasing	Joe Johnson Equipment
Aebi Schmidt North America dba ASH North America, Inc.	John Greenland Enterprises, Inc., DBA Bradco Supply Company
Airgas	Karcher Municipal North America
All-Lift, Ltd.	Lacal Equipment
Allred Equipment, Inc.	Lift Pro Equipment Co., Inc.
Alta Material Handling	LiquidTEK, LLC
American Edge Attachments, LLC	M-B Compaines, Inc.
Arns Equipment	MacQueen
Atlas Toyota Material Handling, LLC	Merit Asset Group

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Bale Chevrolet Company, Inc.	Merit Manufacturing, Inc. dba Sweeprite Manufacturing, Inc.
Bat Equipment Services	Minuteman International dba Minuteman Powerboss, Inc.
Baxter Ford Papillion	Mission Valley Ford Truck Sales, Inc. and Kubota Tractors
Bill Utter Ford	Nescon, LLC
BOSCHUNG AMERICA, LLC	Normont Equipment Company
Brigade Electronics, Inc.	ODRA, LLC
Broce Manufacturing Company, Inc.	Parker Supply Group, Inc.
Bucher Municipal North America	PROGRESSIVE PRODUCTS, INC.
Carter Machinery Company, Inc.	Providence Environmental Concepts and Services, LLC
ClearWorld	PWXPress
Community Container Solutions, LLC	Regina Construction Association
Conssistant Construction, Ltd.	RKJ, LLC
Construction Parts PNW	ROOTS MULTICLEAN INC. VICTORY SWEEPERS DIVISION
Contour Hardening Inc., dba Real Power	Sled Consulting, LLC
Cummins, Inc.	STEC EQUIPMENT dba STEC EQUIPMENT, INC.
Curbtender, Inc.	Sunbelt Material Handling
DAB CONSULTING SOLUTIONS, LLC	SUPERIOR CITY CONTRACTING SERVICES, LTD.
Dahmer Powertrain, Inc.	Tennant Sales & Service
Deltek	The McGhee Corporation
Dream Ranch, LLC	The PlanIT Room
DuCo, LLC (Schwarze Industries, LLC)	Timberland Equipment, Limited
Ecco Choice Services	Top5 Equipment, LLC
Elgin Sweeper Company	Tracked Lifts, LLC
Enterprise Technology Solutions	Triverus, LLC
Equiplinc Auction Group	Truckcorp, LLC
Exprolink, Inc.	Twin Oaks Industries, Inc.
FAYAT Environmental Solutions Americas	TYMCO, Inc.
Federal Contracts Corp. dba Federal Contracts Company	United Rotary Brush Corporation
FST Canada, Inc. O/A Joe Johnson Equipment	Vac2Go
Global Environmental Products, Inc.	WAXIE Enterprises, Inc.
GN Johnston Equipment	YAGMAKSAN IC VE DIS TIC LTD STI
Green Machines, Inc.	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on June 24, 2025, at 4:30 p.m. Central Time. Proposals were received from the following:

Aebi Schmidt North America, dba ASH North America, Inc.
Atlas Toyota Material Handling, LLC
BOSCHUNG AMERICA, LLC
Bucher Municipal North America
Curbtender, Inc.
DuCo, LLC (Schwarze Industries, LLC)
Elgin Sweeper Company

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Exprolink, Inc.
FAYAT Environmental Solutions Americas
Federal Contracts Corp., dba Federal Contracts Company
Global Environmental Products, Inc.
Green Machines, Inc.
IC Innovations, LLC, dba DebrisClear
Karcher Municipal North America
Lacal Equipment
Merit Manufacturing, Inc., dba Sweeprite Manufacturing, Inc.
Minuteman International, dba Minuteman Powerboss, Inc.
Nescon, LLC
ODRA, LLC
ROOTS MULTICLEAN, INC. VICTORY SWEEPERS DIVISION
STEC EQUIPMENT, dba STEC EQUIPMENT, INC.
Tennant Sales & Service
Triverus, LLC
Truckcorp, LLC
TYMCO, Inc.
United Rotary Brush Corporation

Proposals were reviewed by the Proposal Evaluation Committee:

Carol Jackson, MA, Senior Procurement Analyst
Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II
Mari Vielma, Procurement Analyst II
Neva Crawford, Procurement Analyst I

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal responses from Lacal Equipment and United Rotary Brush Corporation fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Aebi Schmidt Group is a global leader in intelligent solutions for infrastructure maintenance. They offer electric street sweepers, vacuum street sweepers, chassis mounted street sweepers, airport sweepers, sidewalk sweepers, chassis mounted sweepers, and alternative fuel sweepers. Providing a turn-key solution, Aebi Schmidt and their vast dealer network are ready to serve Sourcewell participating entities. They offer a solid discount off list price, standard warranties, extended warranties and full-service contracts.

Bucher Municipal North America is a manufacturer of vehicles and equipment for street cleaning and sweeping operations on both public and private roads. They are offering compact, mid-compact and chassis mounted vacuum sweepers. They have independently owned dealers located throughout the United States and Canada. Bucher Municipal offers a solid discount off list price and access to financing options. All sweepers carry a standard two (2) year / 2000-hour warranty with extended warranties available.

Curbtender, Inc. produces refuse collection vehicles such as mechanical sweepers, regenerative air sweepers, and vacuums for litter, debris, and waste. Their network of independent sales and service partners cover the

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United States and Canada. Operator and service training are offered for an additional fee, with a two-year warranty provided to Sourcewell participating entities at no extra cost. Their pricing includes solid discounts from MSRP and volume-based discounts. Leasing and financing options are available.

Exprolink Inc., a Canadian manufacturer, specializes in Madvac, Excelway, and Propac product lines for compact outdoor cleaning equipment. They have a dealer network across the US and Canada. Exprolink offers comprehensive training, a 12-month/1,000-hour limited warranty with optional extended warranties. Their pricing reflects a competitive discount from MSRP to Sourcewell participating entities with volume discounts available.

FAYAT Environmental Solutions Americas is a family-owned business that supplies various sweepers. The company offers brands such as Dulevo, Ravo, and Scarab. Its dealer network consists of 35 dealers throughout the United States. FAYAT Environmental Solutions Americas offers two-year warranties and options for extended warranties, along with operator and maintenance training, MSRP discounts and quantity discounts.

The Elgin Sweeper Company, a member of the Federal Signal Corporation, offers pure vacuum sweepers, regenerative air systems, alternative fuel options, and single-engine models. All products carry a warranty. The Elgin sales force works collaboratively with their extensive dealer network across the United States and Canada. Elgin offers competitive equipment pricing as well as rental pricing to Sourcewell participating entities.

Global Environmental Products, Inc., is a manufacturer of purpose-built street sweepers, offering the world's only Diesel-Electric Hybrid "Plug-In" Sweeper, Zero-Emission Fuel Cell Sweeper, EV Intermediate, and Class 6 and Class 7 Fully Electric Sweepers. Along with their dealer network, Global Environmental Group services all of North America. They offer a competitive discount off list pricing to Sourcewell Participating Entities. Global provides a comprehensive and structured warranty program, including optional extended warranties.

ODRA, LLC, a subsidiary of Challenger Manufacturing, Ltd., serves the public works sector with reliable, cost-effective, high-performance mechanical broom sweepers. They are a leader in chassis-mounted non-CDL mechanical sweepers. ODRA offers complete coverage of the United States and Canada with both direct and dealer sales and service. They offer a substantial price discount to Sourcewell participating entities as well as volume discounts. ODRA offers full warranties, extended warranties and multiyear service contracts as part of a full-service solution.

Schwarze Industries, LLC offers a comprehensive sweeper line of Schwarze and NiteHawk models for parking area cleaning, industrial sweeping, FAA-compliant airport runway sweeping, and street sweeping. The Schwarze and NiteHawk dealer sales force concentrates in the field of pavement cleaning equipment across the United States and Canada. Their competitive pricing to Sourcewell members offers model discounts and rental discounts off the National MSRP rental rates. Schwarze offers equipment warranties, comprehensive service contracts and extended warranty options.

Truckcorp, LLC manufactures and upfits heavy dump trucks, municipal snow, ice control trucks, vacuum leaf and debris collectors. They are offering a full range of performance and size sweeper products that are all electric. They will provide sales and service in the United States and Canada directly and through expansive dealer network. Truckcorp offers Sourcewell participating entities substantial discounts from list pricing. Their warranty covers all products and parts manufactured by Truckcorp and all labor performed by Truckcorp. Optional service contracts can be customized.

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TYMCO, Inc. manufactures Regenerative Air Sweepers to clean airport runways, streets, and parking lots. All sweeper models are environmentally friendly and provide FOD (Foreign Object Debris) removal efficiency. TYMCO provides sales and service in the United States and Canada with a network of dealers. They offer Sourcewell participating entities a competitive discount off published base pricing and options. The TYMCO sweeper warranty is 12 months / 1000 hours and includes parts and labor.

For these reasons, the following awards of Sourcewell RFP #062425 are recommended:

Aebi Schmidt North America	#062425-AEB
Bucher Municipal North America	#062425-BUC
Curbtender, Inc.	#062425-CRB
DuCo, LLC (Schwarze Industries, LLC)	#062425-SWZ
Elgin Sweeper Company	#062425-ELG
Exprolink, Inc.	#062425-EXP
FAYAT Environmental Solutions Americas	#062425-FAY
Global Environmental Products, Inc.	#062425-GEP
ODRA, LLC	#062425-ODRA
Truckcorp, LLC	#062425-TRK
TYMCO, Inc.	#062425-TYM

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Carol Jackson
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Carol Jackson, MA, Senior Procurement Analyst

DocuSigned by:
Scott Dobereiner
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Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II

Signed by:
Mari Vielma
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Mari Vielma, Procurement Analyst II

Signed by:
Neva Crawford
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Neva Crawford, Procurement Analyst I

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STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Deputy Chief Procurement Officer and the accompanying support materials documenting the process followed for **RFP #062425 - Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies.**

The Evaluation Committee accepted, deemed responsive, evaluated, and recommended proposals for award to the Deputy Chief Procurement Officer. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement master agreements.

2. The procurement process and resulting master agreements have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

3. The awards listed were made based on the results of the competitive solicitation process.

4. The awards listed were ratified by the Sourcewell Board of Directors on **November 18, 2025**.

Signed by:
Jeremy Schwartz
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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

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SOURCEWELL
STATE OF MINNESOTA

Member Dahlberg moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

4/24/2025

Resolution No. 2025_16

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Kircher, Kicker, Dahlberg

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2025

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Mobile and Self-Propelled Power Storage Equipment with Related Attachments

Requesting Board permission to Re-Solicit the following categories:

Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Mailing & Postage Equipment and Technology

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
22nd Century Technologies, Inc.	110724-CEN	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Ascendum Solutions, LLC	110724-ASCEN	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Cadence Solutions, Inc.	110724-CADEN	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Infojini, Inc.	110724-INF	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Outlook Insight, LLC	110724-OUTLK	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Sia Partners, Inc.	110724-SIA	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Slalom, Inc.	110724-SLALM	Artificial Intelligence (AI) Readiness, Implementation and Support Services
VIDIZMO, LLC	110724-VIDIZ	Artificial Intelligence (AI) Readiness, Implementation and Support Services
World Wide Technology, LLC	110724-WWTEC	Artificial Intelligence (AI) Readiness, Implementation and Support Services
Cascade Engineering, Inc.	120324-CEI	Plastic Refuse and Recycling Containers with Related Technology Solutions
Rehrig Pacific Company	120324-REH	Plastic Refuse and Recycling Containers with Related Technology Solutions
Schaefer Plastics North America, LLC	120324-SFR	Plastic Refuse and Recycling Containers with Related Technology Solutions
The Prestwick Group, Inc.	120324-PSW	Plastic Refuse and Recycling Containers with Related Technology Solutions
Toter, LLC	120324-TOT	Plastic Refuse and Recycling Containers with Related Technology Solutions

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Marathon	040621-MEC	Bulk Solid Waste and Recycling Equipment
Motorola Solutions	042021-MOT	Public Safety Communications Technology and Hardware Solutions
Virgin Pulse/Personify Health	051922-VRG	Wellness Engagement Program Solutions and Related Services
Motorola Solutions	051321-MOT	Public Safety Software

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
Adrian L. Merton, Inc.	MD-R2-HVAC-030425-ALM	Region 2-HVAC/Mechanical
Adrian L. Merton, Inc.	MD-R3-HVAC-030425-ALM	Region 3-HVAC/Mechanical
Adrian L. Merton, Inc.	MD-R4-HVAC-030425-ALM	Region 4-HVAC/Mechanical
Adrian L. Merton, Inc.	MD-R5-HVAC-030425-ALM	Region 5-HVAC/Mechanical
Bennett Group, LLC	MD-R1-GC-030425-BEN	Region 1-General Construction
Bennett Group, LLC	MD-R2-GC-030425-BEN	Region 2-General Construction
Bennett Group, LLC	MD-R3-GC-030425-BEN	Region 3-General Construction
Bennett Group, LLC	MD-R4-GC-030425-BEN	Region 4-General Construction
Bennett Group, LLC	MD-R5-GC-030425-BEN	Region 5-General Construction
Bennett Group, LLC	MD-R6-GC-030425-BEN	Region 6-General Construction
Brown & Root Industrial Services, LLC	MD-R2-GC-030425-KBR	Region 2-General Construction
Brown & Root Industrial Services, LLC	MD-R3-GC-030425-KBR	Region 3-General Construction
Brown & Root Industrial Services, LLC	MD-R4-GC-030425-KBR	Region 4-General Construction
Brown & Root Industrial Services, LLC	MD-R5-GC-030425-KBR	Region 5-General Construction
Carl Belt, Inc.	MD-R1-CC-030425-CBI	Region 1-Civil Construction
Carl Belt, Inc.	MD-R1-PAC-030425-CBI	Region 1-Paving Asphalt/Concrete
Carl Belt, Inc.	MD-R2-CC-030425-CBI	Region 2-Civil Construction
Carl Belt, Inc.	MD-R2-PAC-030425-CBI	Region 2-Paving Asphalt/Concrete

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Centennial Contractors Enterprises, Inc.	MD-R2-GC-030425-CCE	Region 2-General Construction
Centennial Contractors Enterprises, Inc.	MD-R3-GC-030425-CCE	Region 3-General Construction
Centennial Contractors Enterprises, Inc.	MD-R4-GC-030425-CCE	Region 4-General Construction
Centennial Contractors Enterprises, Inc.	MD-R5-GC-030425-CCE	Region 5-General Construction
Cooper Building Services, LLC	MD-R1-GC-030425-COOP	Region 1-General Construction
Cooper Building Services, LLC	MD-R2-GC-030425-COOP	Region 2-General Construction
Cooper Building Services, LLC	MD-R3-GC-030425-COOP	Region 3-General Construction
Cooper Building Services, LLC	MD-R4-GC-030425-COOP	Region 4-General Construction
Cooper Building Services, LLC	MD-R5-GC-030425-COOP	Region 5-General Construction
Cooper Building Services, LLC	MD-R6-GC-030425-COOP	Region 6-General Construction
Dixie Electric, Inc.	MD-R1-E-030425-DIXI	Region 1-Electrical
Dixie Electric, Inc.	MD-R2-E-030425-DIXI	Region 2-Electrical
Dixie Electric, Inc.	MD-R5-E-030425-DIXI	Region 5-Electrical
Dynamic General Contracting, LLC	MD-R1-RW-030425-DGCL	Region 1-Roofing
Dynamic General Contracting, LLC	MD-R2-RW-030425-DGCL	Region 2-Roofing
Dynamic General Contracting, LLC	MD-R3-RW-030425-DGCL	Region 3-Roofing
Dynamic General Contracting, LLC	MD-R4-RW-030425-DGCL	Region 4-Roofing
Dynamic General Contracting, LLC	MD-R5-RW-030425-DGCL	Region 5-Roofing
Dynamic General Contracting, LLC	MD-R6-RW-030425-DGCL	Region 6-Roofing
Excavating Associates, Inc.	MD-R1-CC-030425-EAI	Region 1-Civil Construction
Excavating Associates, Inc.	MD-R1-PAC-030425-EAI	Region 1-Paving Asphalt/Concrete
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R1-GC-030425-FHP	Region 1-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R4-GC-030425-FHP	Region 4-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R5-GC-030425-FHP	Region 5-General Construction
Firstline Contracting, Inc.	MD-R1-RW-030425-FIRS	Region 1-Roofing
Firstline Contracting, Inc.	MD-R2-RW-030425-FIRS	Region 2-Roofing
Firstline Contracting, Inc.	MD-R3-RW-030425-FIRS	Region 3-Roofing
Firstline Contracting, Inc.	MD-R4-RW-030425-FIRS	Region 4-Roofing
Firstline Contracting, Inc.	MD-R5-RW-030425-FIRS	Region 5-Roofing
Firstline Contracting, Inc.	MD-R6-RW-030425-FIRS	Region 6-Roofing
Garcete Construction Co., Inc.	MD-R2-CC-030425-GARC	Region 2-Civil Construction
Garcete Construction Co., Inc.	MD-R3-GC-030425-GARC	Region 3-General Construction
Garcete Construction Co., Inc.	MD-R4-CC-030425-GARC	Region 4-Civil Construction
Garcete Construction Co., Inc.	MD-R4-GC-030425-GARC	Region 4-General Construction
Garcete Construction Co., Inc.	MD-R5-CC-030425-GARC	Region 5-Civil Construction
Garcete Construction Co., Inc.	MD-R5-GC-030425-GARC	Region 5-General Construction
General And Mechanical Services, LLC	MD-R1-HVAC-030425-GMS	Region 1-HVAC/Mechanical
General And Mechanical Services, LLC	MD-R2-HVAC-030425-GMS	Region 2-HVAC/Mechanical
General And Mechanical Services, LLC	MD-R3-HVAC-030425-GMS	Region 3-HVAC/Mechanical
General And Mechanical Services, LLC	MD-R4-HVAC-030425-GMS	Region 4-HVAC/Mechanical
General And Mechanical Services, LLC	MD-R5-HVAC-030425-GMS	Region 5-HVAC/Mechanical
General And Mechanical Services, LLC	MD-R6-HVAC-030425-GMS	Region 6-HVAC/Mechanical
Harper & Sons, Inc.	MD-R6-CC-030425-HARP	Region 6-Civil Construction
I.B. Abel, Inc.	MD-R2-E-030425-IBA	Region 2-Electrical
I.B. Abel, Inc.	MD-R3-E-030425-IBA	Region 3-Electrical
Irreno Construction Company, Inc.	MD-R2-GC-030425-ICCI	Region 2-General Construction
Irreno Construction Company, Inc.	MD-R3-GC-030425-ICCI	Region 3-General Construction
Irreno Construction Company, Inc.	MD-R4-GC-030425-ICCI	Region 4-General Construction
Irreno Construction Company, Inc.	MD-R5-GC-030425-ICCI	Region 5-General Construction
Janus Contractors, Inc.	MD-R1-GC-030425-JAN	Region 1-General Construction
Janus Contractors, Inc.	MD-R3-GC-030425-JAN	Region 3-General Construction
Janus Contractors, Inc.	MD-R4-GC-030425-JAN	Region 4-General Construction
Janus Contractors, Inc.	MD-R5-GC-030425-JAN	Region 5-General Construction
Janus Contractors, Inc.	MD-R6-GC-030425-JAN	Region 6-General Construction
Johnson-Laux Construction, LLC	MD-R1-GC-030425-JLC	Region 1-General Construction
Johnson-Laux Construction, LLC	MD-R2-GC-030425-JLC	Region 2-General Construction
Johnson-Laux Construction, LLC	MD-R3-GC-030425-JLC	Region 3-General Construction
Johnson-Laux Construction, LLC	MD-R4-GC-030425-JLC	Region 4-General Construction
Johnson-Laux Construction, LLC	MD-R5-GC-030425-JLC	Region 5-General Construction
Johnson-Laux Construction, LLC	MD-R6-GC-030425-JLC	Region 6-General Construction
Lobar Associates, Inc.	MD-R2-RW-030425-LOB	Region 2-Roofing
McClure Company	MD-R1-HVAC-030425-MCE	Region 1-HVAC/Mechanical
McClure Company	MD-R2-HVAC-030425-MCE	Region 2-HVAC/Mechanical
McClure Company	MD-R3-HVAC-030425-MCE	Region 3-HVAC/Mechanical
McClure Company	MD-R4-HVAC-030425-MCE	Region 4-HVAC/Mechanical
McClure Company	MD-R5-HVAC-030425-MCE	Region 5-HVAC/Mechanical
McClure Company	MD-R6-HVAC-030425-MCE	Region 6-HVAC/Mechanical

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Power and Combustion, Inc.	MD-R1-HVAC-030425-POWC	Region 1-HVAC/Mechanical
Power and Combustion, Inc.	MD-R2-HVAC-030425-POWC	Region 2-HVAC/Mechanical
Power and Combustion, Inc.	MD-R3-HVAC-030425-POWC	Region 3-HVAC/Mechanical
Power and Combustion, Inc.	MD-R4-HVAC-030425-POWC	Region 4-HVAC/Mechanical
Power and Combustion, Inc.	MD-R5-HVAC-030425-POWC	Region 5-HVAC/Mechanical
Power and Combustion, Inc.	MD-R6-HVAC-030425-POWC	Region 6-HVAC/Mechanical
Roofing and Sustainable Systems, Inc.	MD-R5-RW-030425-RSSI	Region 5-Roofing
Signature Renovations, LLC	MD-R1-E-030425-SIG	Region 1-Electrical
Signature Renovations, LLC	MD-R1-GC-030425-SIG	Region 1-General Construction
Signature Renovations, LLC	MD-R2-E-030425-SIG	Region 2-Electrical
Signature Renovations, LLC	MD-R3-E-030425-SIG	Region 3-Electrical
Signature Renovations, LLC	MD-R3-GC-030425-SIG	Region 3-General Construction
Signature Renovations, LLC	MD-R4-E-030425-SIG	Region 4-Electrical
Signature Renovations, LLC	MD-R4-GC-030425-SIG	Region 4-General Construction
Signature Renovations, LLC	MD-R5-E-030425-SIG	Region 5-Electrical
Signature Renovations, LLC	MD-R5-GC-030425-SIG	Region 5-General Construction
Signature Renovations, LLC	MD-R6-E-030425-SIG	Region 6-Electrical
Signature Renovations, LLC	MD-R6-GC-030425-SIG	Region 6-General Construction
S-Works Construction Corporation	MD-R1-GC-030425-SWC	Region 1-General Construction
S-Works Construction Corporation	MD-R2-GC-030425-SWC	Region 2-General Construction
S-Works Construction Corporation	MD-R3-GC-030425-SWC	Region 3-General Construction
S-Works Construction Corporation	MD-R4-GC-030425-SWC	Region 4-General Construction
S-Works Construction Corporation	MD-R5-GC-030425-SWC	Region 5-General Construction
S-Works Construction Corporation	MD-R6-GC-030425-SWC	Region 6-General Construction
Taggart Brown & Associates, Inc.	MD-R1-GC-030425-TAG	Region 1-General Construction
Taggart Brown & Associates, Inc.	MD-R5-GC-030425-TAG	Region 5-General Construction
Taggart Brown & Associates, Inc.	MD-R6-GC-030425-TAG	Region 6-General Construction
The Matthews Group, Inc.	MD-R2-GC-030425-TMG	Region 2-General Construction
The Matthews Group, Inc.	MD-R3-GC-030425-TMG	Region 3-General Construction
The Matthews Group, Inc.	MD-R4-GC-030425-TMG	Region 4-General Construction
The Matthews Group, Inc.	MD-R5-GC-030425-TMG	Region 5-General Construction
Vigil Contracting, Inc.	MD-R3-E-030425-VGL	Region 3-Electrical
Vigil Contracting, Inc.	MD-R3-GC-030425-VGL	Region 3-General Construction
Vigil Contracting, Inc.	MD-R3-HVAC-030425-VGL	Region 3-HVAC/Mechanical
Vigil Contracting, Inc.	MD-R5-E-030425-VGL	Region 5-Electrical
Vigil Contracting, Inc.	MD-R5-GC-030425-VGL	Region 5-General Construction
Vigil Contracting, Inc.	MD-R5-HVAC-030425-VGL	Region 5-HVAC/Mechanical
Vigil Contracting, Inc.	MD-R6-E-030425-VGL	Region 6-Electrical
Vigil Contracting, Inc.	MD-R6-GC-030425-VGL	Region 6-General Construction
Adrian L. Merton, Inc.	WA-DC-R1-HVAC-030425-ALM	Region 1-HVAC/Mechanical
Bennett Group, LLC	WA-DC-R1-GC-030425-BEN	Region 1-General Construction
Centennial Contractors Enterprises, Inc.	WA-DC-R1-GC-030425-CCE	Region 1-General Construction
Cooper Building Services, LLC	WA-DC-R1-GC-030425-COOP	Region 1-General Construction
Irreno Construction Company, Inc.	WA-DC-R1-GC-030425-ICCI	Region 1-General Construction
The Matthews Group, Inc.	WA-DC-R1-GC-030425-TMG	Region 1-General Construction
Vigil Contracting, Inc.	WA-DC-R1-GC-030425-VGL	Region 1-General Construction
Vigil Contracting, Inc.	WA-DC-R1-E-030425-VGL	Region 1-Electrical
Vigil Contracting, Inc.	WA-DC-R1-HVAC-030425-VGL	Region 1-HVAC/Mechanical

IDIQ CONTRACT EXTENSIONS

Company Name	**Contract Number**	
Brown & Root	GA-A01-040820-KBR	
Albion General Contractors, Inc.	GA-A06-040820-ALB	
Albion General Contractors, Inc.	GA-B05-040820-ALB	
Albion General Contractors, Inc.	GA-C03-040820-ALB	
Albion General Contractors, Inc.	GA-D05-040820-ALB	
Bayne Development Group	GA-ST04-040820-BDG	
Centennial Contractors Enterprises, Inc.	GA-B06-040820-CCE	
Centennial Contractors Enterprises, Inc.	GA-C06-040820-CCE	
Centennial Contractors Enterprises, Inc.	GA-D08-040820-CCE	
Crown Retail Services, Inc.	GA-A05-040820-CRS	
Crown Retail Services, Inc.	GA-B03-040820-CRS	
Darsey Construction, LLC	GA-B07-040820-DAR	
Darsey Construction, LLC	GA-C01-040820-DAR	
Darsey Construction, LLC	GA-D02-040820-DAR	
Engineering Design Technologies, Inc.	GA-C07-040820-EDT	
Engineering Design Technologies, Inc.	GA-D09-040820-EDT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-ST01-040820-FHP	

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Greene & Burdette Property Management, LLC	GA-A02-040820-GBP	
Greene & Burdette Property Management, LLC	GA-C02-040820-GBP	
Greene & Burdette Property Management, LLC	GA-B02-040820-GBP	
Greene & Burdette Property Management, LLC	GA-D03-040820-GBP	
HCR Construction, Inc.	GA-A08-040820-HCR	
HITT Contracting, Inc.	GA-A03-040820-HCI	
HITT Contracting, Inc.	GA-B04-040820-HCI	
HITT Contracting, Inc.	GA-C04-040820-HCI	
HITT Contracting, Inc.	GA-D06-040820-HCI	
Jewel of the South	GA-C10-040820-JOS	
JOC Construction	GA-ST03-040820-LRI	
Johnson-Laux Construction, LLC	GA-ST07-040820-JLC	
Lichty Commercial Construction, Inc.	GA-A09-040820-LIY	
Lynn Construction Contracting, Inc.	GA-D04-040820-LYN	
Osprey Management, LLC	GA-ST08-040820-OML	
Paryani Construction	GA-A07-040820-PAR	
Place Services, Inc.	GA-A10-040820-PLA	
Place Services, Inc.	GA-B08-040820-PLA	
Place Services, Inc.	GA-C05-040820-PLA	
Place Services, Inc.	GA-D07-040820-PLA	
Prime Contractors, Inc.	GA-ST02-040820-PCI	
Rubio and Son Interiors, Inc.	GA-ST10-040820-RSI	
Ujamaa Construction	GA-B10-040820-UJA	
Ujamaa Construction	GA-D10-040820-UJA	
Ujamaa Construction	GA-C08-040820-UJA	
Ward Humphrey, Inc.	GA-ST06-040820-WHI	

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SOURCEWELL
STATE OF MINNESOTA

Member Nagel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

11/18/2025

Resolution No. 2025_33

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)
Zylka, Thiel, Nagel, Kircher, Dahlberg, Kicker, Barrows, and Pfeiffer
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
38EF5D6F83B143B...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - November 18, 2025

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

- Fencing Solutions with Related Products and Services
- Pool Chemicals and Equipment with Related Services

Requesting Board permission to Re-Solicit the following categories:

- Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
American Ramp Company, Inc.	090425-ARC	Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services
Artisan Concrete Services Ind. dba Artisan Skateparks	090425-ART	Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services
California Skateparks	090425-CAS	Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services
New Line Skateparks FL, Inc.	090425-NLS	Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services
Spohn Ranch, Inc.	090425-SRI	Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services
ASH North America, Inc. dba Aebi Schmidt North America	062425-AEB	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
Bucher Municipal North America	062425-BUC	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
Curbtender, Inc.	062425-CRB	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
Elgin Sweeper Company (a Division of Federal Signal Corp.)	062425-ELG	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
Exprolink, Inc.	062425-EXP	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
FAYAT Cleantech Americas, LLC dba FAYAT Environmental Solutions America	062425-FAY	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
Global Environmental Products, Inc.	062425-GEP	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
ODRA, LLC dba ODRA Road Sweepers	062425-ODRA	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
Schwarze Industries, LLC/DuCo, LLC	062425-SWZ	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
Truckcorp, LLC	062425-TRK	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
TYMCO, Inc.	062425-TYM	Street and Specialty Sweepers with Related Equipment, Accessories and Supplies
ICON Shelter Systems, Inc.	092325-ICON	Open Air Structures with Related Equipment and Services
Poligon by PorterCorp	092325-PPC	Open Air Structures with Related Equipment and Services
RCP Shelters, Inc.	092325-RCP	Open Air Structures with Related Equipment and Services
Romtec, Inc.	092325-RMT	Open Air Structures with Related Equipment and Services

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Charles Machine Works/Ditch Witch	110421-CMW	Public Utility Equipment with Related Accessories and Supplies
Vermeer Corp.	110421-VRM	Public Utility Equipment with Related Accessories and Supplies
Versalift, A Time Manufacturing Company	110421-TIM	Public Utility Equipment with Related Accessories and Supplies
Caterpillar, Inc.	092222-CAT	Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
None		

IDIQ CONTRACT EXTENSIONS

Company Name	Contract Number	
ABM Building Solutions, LLC	CA-R3-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R4-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R5-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R6-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R8-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R9-HVAC-101723-ABL	
ABM Electrical & Lighting Solutions, Inc.	CA-R3-E-101723-AEL	

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ABM Electrical & Lighting Solutions, Inc.	CA-R4-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R5-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R6-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R8-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R9-E-101723-AEL	
Accurate Construction Company, Inc.	CA-R8-GB-101723-ACC	
Alco Building Solutions	CA-R10-E-101723-ABU	
Alco Building Solutions	CA-R10-GB-101723-ABU	
Alco Building Solutions	CA-R1-E-101723-ABU	
Alco Building Solutions	CA-R1-GB-101723-ABU	
Alco Building Solutions	CA-R2-E-101723-ABU	
Alco Building Solutions	CA-R2-GB-101723-ABU	
Alco Building Solutions	CA-R3-E-101723-ABU	
Alco Building Solutions	CA-R3-GB-101723-ABU	
Alco Building Solutions	CA-R4-E-101723-ABU	
Alco Building Solutions	CA-R4-GB-101723-ABU	
Alco Building Solutions	CA-R5-E-101723-ABU	
Alco Building Solutions	CA-R7-E-101723-ABU	
Alco Building Solutions	CA-R8-E-101723-ABU	
Alco Building Solutions	CA-R8-GB-101723-ABU	
Alco Building Solutions	CA-R9-S-101723-ABU	
All Source Company Building Group	CA-R9-F-101723-ALS	
All Source Company Building Group	CA-R9-GB-101723-ASC	
All Source Company Building Group	CA-R9-P-101723-ASC	
AME Builders, Inc.	CA-R8-RW-101723-ABI	
AMTEK Construction	CA-R8-E-101723-ATK	
Angeles Contractor, Inc.	CA-R4-GB-101723-ACI	
Angeles Contractor, Inc.	CA-R4-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R5-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R6-E-101723-ACI	
Angeles Contractor, Inc.	CA-R6-GB-101723-ACI	
Angeles Contractor, Inc.	CA-R6-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R6-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R7-E-101723-ACI	
Angeles Contractor, Inc.	CA-R7-F-101723-ACI	
Angeles Contractor, Inc.	CA-R7-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R7-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R8-E-101723-ACI	
Angeles Contractor, Inc.	CA-R8-F-101723-ACI	
Angeles Contractor, Inc.	CA-R8-GB-101723-ACI	
Angeles Contractor, Inc.	CA-R8-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R8-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R9-E-101723-ACI	
Angeles Contractor, Inc.	CA-R9-F-101723-ACI	
Angeles Contractor, Inc.	CA-R9-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R9-RW-101723-ACI	
Ausonio, Inc.	CA-R6-GB-101723-AUS	
California Coast Carpet & Flooring	CA-R8-F-101723-CCF	
CORE West, Inc.	CA-R10-GB-101723-CRW	
CORE West, Inc.	CA-R1-GB-101723-CRW	
CORE West, Inc.	CA-R2-GB-101723-CRW	
CORE West, Inc.	CA-R3-GB-101723-CRW	
CORE West, Inc.	CA-R4-GB-101723-CRW	
CORE West, Inc.	CA-R5-GB-101723-CRW	
CORE West, Inc.	CA-R8-GB-101723-CRW	
CORE West, Inc.	CA-R9-GB-101723-CRW	
Durham Construction Company, Inc.	CA-R5-GB-101723-DCC	
Elegant Construction, Inc.	CA-R8-GB-101723-ECI	
Grondin Construction, Inc.	CA-R8-GB-101723-GCI	
Grondin Construction, Inc.	CA-R8-P-101723-GCI	
Grondin Construction, Inc.	CA-R9-GB-101723-GCI	
Grondin Construction, Inc.	CA-R9-P-101723-GCI	
Harry H. Joh Construction, Inc.	CA-R7-E-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R7-GB-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R7-HVAC-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R7-P-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-E-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-GB-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-HVAC-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-P-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R9-E-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R9-GB-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R9-HVAC-101723-HJC	
Horizons Construction Co. Int'l, Inc.	CA-R10-P-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R5-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R6-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R7-F-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R7-P-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R7-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-F-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-GB-101723-HRZ	

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Horizons Construction Co. Int'l, Inc.	CA-R8-P-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-PLUM-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-F-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-GB-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-PLUM-101723-HRZ	
J & H Engineering General Contractors, Inc.	CA-R7-PAV-101723-JHE	
LDCo., Inc.	CA-R8-GB-101723-LDC	
LDCo., Inc.	CA-R8-P-101723-LDC	
LDCo., Inc.	CA-R9-GB-101723-LDC	
Mackone Development Inc	CA-R8-GB-101723-MDI	
MDJ Management, LLC	CA-R7-GB-101723-MDJ	
MDJ Management, LLC	CA-R8-GB-101723-MDJ	
Mesa Energy Systems	CA-R10-HVAC-101723-MSA	
Mesa Energy Systems	CA-R5-HVAC-101723-MSA	
Mesa Energy Systems	CA-R7-HVAC-101723-MSA	
Mesa Energy Systems	CA-R8-HVAC-101723-MSA	
Mesa Energy Systems	CA-R9-HVAC-101723-MSA	
Newton Construction & Management, Inc.	CA-R5-GB-101723-NCM	
Newton Construction & Management, Inc.	CA-R6-GB-101723-NCM	
Newton Construction & Management, Inc.	CA-R7-GB-101723-NCM	
North Star Construction & Engineering, Inc.	CA-R3-PAV-101723-NSC	
Pacific Building Group	CA-R9-GB-101723-PBG	
QUINCON, INC.	CA-R10-GB-101723-QUI	
QUINCON, INC.	CA-R4-GB-101723-QUI	
QUINCON, INC.	CA-R5-GB-101723-QUI	
QUINCON, INC.	CA-R6-GB-101723-QUI	
QUINCON, INC.	CA-R7-GB-101723-QUI	
QUINCON, INC.	CA-R8-GB-101723-QUI	
Rite-Way Roof Corporation	CA-R7-RW-101723-RWR	
Rite-Way Roof Corporation	CA-R8-RW-101723-RWR	
Rite-Way Roof Corporation	CA-R9-RW-101723-RWR	
SJD&B, Inc.	CA-R7-RW-101723-SJD	
SJD&B, Inc.	CA-R8-GB-101723-SJD	
SJD&B, Inc.	CA-R8-PAV-101723-SJD	
SJD&B, Inc.	CA-R8-RW-101723-SJD	
Staples Construction Company	CA-R4-GB-101723-STA	
Terra West Construction, Inc.	CA-R5-PAV-101723-TWC	
Vincor Construction, Inc.	CA-R8-GB-101723-VCI	
Vincor Construction, Inc.	CA-R9-GB-101723-VCI	
Wildscape Restoration Inc., dba Urban Greening	CA-R7-L-101723-WLD	
World Wide Construction	CA-R8-GB-101723-WWC	
Wyatt Trapp, Inc.	CA-R8-GB-101723-WYT	
Vortex Construction	CA-R10-GB-101723-VTX	
Vortex Construction	CA-R10-RW-101723-VTX	
Vortex Construction	CA-R5-GB-101723-VTX	
Vortex Construction	CA-R5-RW-101723-VTX	
Vortex Construction	CA-R6-GB-101723-VTX	
Vortex Construction	CA-R6-RW-101723-VTX	
Vortex Construction	CA-R7-GB-101723-VTX	
Vortex Construction	CA-R7-RW-101723-VTX	
Vortex Construction	CA-R8-RW-101723-VTX	

Sourcewell

Elgin Sweeper #062425-ELG

Pricing for contract #062425-ELG offers Sourcewell participating agencies the following discounts:

- 3% discount off list price for all sweeper products, excluding chassis and freight costs
- Volume discounts may be considered on a case-by-case basis
- Used equipment pricing will be negotiated and agreed upon

There is a material surcharge of up to $5000 per piece of equipment until December 31, 2026

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City of Newark

Human Resources Department
37101 Newark Boulevard
Newark, CA 94560

DATE: August 12, 2026

TO: David J. Benoun, City Manager

FROM: Brittney Frye, Director of Human Resources

SUBJECT: Orion Security Services Agreement

BACKGROUND

The City of Newark has utilized Orion Security Services to provide security guard services at City Hall since July 2022. The security guard is stationed in the City Hall lobby and serves as an initial point of contact for members of the public visiting the facility. In addition to providing a security presence, the guard assists visitors by answering general questions, identifying the appropriate department or staff member for their needs, and directing visitors to the appropriate department.

The City initially entered into an agreement with Orion Security Services in July 2022 to provide interim security coverage while permanent security improvements at City facilities were being designed and installed. As those improvements progressed, the agreement was amended a total of six times to maintain uninterrupted security coverage, with the most recent amendment approved in February 2026. Through these amendments, the total authorized amount under the agreement has increased to a current not-to-exceed amount of $229,999.

Orion Security Services has provided consistent and reliable service to the City since 2022, with no significant service-related issues. The security personnel assigned to City Hall have developed familiarity with City operations, including City departments, staff functions, and the types of services provided at City Hall. This institutional knowledge supports both the security needs of the facility and the City's goal of maintaining a professional and welcoming environment for members of the public.

DISCUSSION

Given the City's positive experience with Orion Security Services and the ongoing need for security guard services at City Hall, staff recommends entering into a multi-year agreement rather than continuing to process annual agreements and amendments. A multi-year agreement will provide continuity of service and reduce the administrative work associated with annual contract renewals.

The proposed agreement with Orion Security Services will remain in effect through June 30, 2029, in a total amount not to exceed two hundred thousand dollars ($200,000).

The City is not soliciting three quotes or conducting a competitive Request for Proposals process for this agreement. Pursuant to Section 3.04.080, subsection A, of the Newark Municipal Code, professional services

are exempt from the City's competitive bidding requirements. The City Attorney's Office has previously determined that security services of this nature constitute professional services due to the specialized nature of the work. Additionally, the Police Department has previously reviewed the security services and applicable personnel requirements, including appropriate screening and background considerations and Orion has provided these services to the City since 2022 and has demonstrated its ability to meet the City's operational and security needs.

FISCAL IMPACT

The total amount of the agreement will not exceed two hundred thousand dollars ($200,000.00) through June 30, 2029, with annual expenditures estimated at approximately $67,000. Sufficient funds are available within the City's current adopted budget for these services through June 30, 2028. Funding for subsequent fiscal years will be subject to the City Council's annual budget appropriation process.

RECOMMENDATION

Staff recommends that the City Manager approve and execute the agreement with Orion Security Services for security guard services at City Hall through June 30, 2029, in an amount not to exceed two hundred thousand dollars ($200,000.00).

CITY MANAGER AUTHORIZATION

Pursuant to Newark Resolution No. 11796, adopted December 11, 2025, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council's August 2026 summer recess, I, David J. Benoun, hereby approve and authorize execution of the agreement with Orion Security Services for security guard services through June 30, 2029, in an amount not to exceed two hundred thousand dollars ($200,000.00).

Signed by:
David Benoun
89F512F848B7498...

David J. Benoun, City Manager

Certificate Of Completion

Envelope Id: F7BF006C-970A-8765-802D-6ED1D30C4573
Subject: Complete with Docusign: Memo to CM Security Services CSA 2026-2029-3.docx
Source Envelope:
Document Pages: 2
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Beatriz Perez
37101 Newark Boulevard
Newark, CA 94560
betty.perez@newark.org
IP Address: 67.182.92.57

Record Tracking

Status: Original
8/26/2026 2:38:49 PM

Holder: Beatriz Perez
betty.perez@newark.org

Location: DocuSign

Signer Events	Signature	Timestamp
David Benoun david.benoun@newarkca.gov City Manager Security Level: Email, Account Authentication (None)	Signed by: B9F512F84887496... Signature Adoption: Pre-selected Style Using IP Address: 50.145.38.134	Sent: 8/26/2026 2:39:54 PM Viewed: 8/26/2026 3:05:02 PM Signed: 8/26/2026 3:05:10 PM

Electronic Record and Signature Disclosure:
Accepted: 8/26/2026 3:05:02 PM
ID: 6d04a6b9-0e42-49ef-9564-acb96f97cbde

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
Neetu Salwan neetu.salwan@newarkca.gov City Clerk City of Newark Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/26/2026 3:05:11 PM Viewed: 8/26/2026 3:05:28 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/26/2026 2:39:54 PM
Certified Delivered	Security Checked	8/26/2026 3:05:02 PM
Signing Complete	Security Checked	8/26/2026 3:05:10 PM
Completed	Security Checked	8/26/2026 3:05:11 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: neetu.salwan@newarkca.gov

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 neetu.salwan@newarkca.gov 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 neetu.salwan@newarkca.gov 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 neetu.salwan@newarkca.gov 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.

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C 26075

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND [ORION SECURITY] FOR [SPECIALIZED PROFESSIONAL SECURITY SERVICES]

This Agreement for consulting services ("Agreement") is made by and between the City of Newark, a municipal corporation, ("City") and Orion Security, a C-Corporation (consultant), with offices located at 675 Gish Road, San Jose, CA 95112, (together referred to as the "Parties") as of August 11, 2026 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2029, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Funding for services beyond the current fiscal year will be included in future City budgets but is subject to City Council approval of annual appropriations.]

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Two Hundred Thousand and No/100 Dollars, ($200,000) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner

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specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 All Policies Requirements.

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

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

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to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

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

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

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional

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reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

Any written notice to Consultant shall be sent to:

JOSEPH BABA
Director of Business Development
Orion Security
675 Gish Road, San Jose, CA 95112
All other written notices to City shall be sent to:

Brittney Frye Human Resources Director City of Newark 37101 Newark Blvd. Newark, CA 94560	with a copy to	Kristopher J. Kokotaylo, City Attorney City of Newark 37101 Newark Blvd. Newark, CA 94560

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for

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the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.

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

Exhibit A Cost Proposal and Scope of Services

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF NEWARK

CITY MANAGER
DAVID BENOUN

[CONSULTANT]

Signed by:
Yooshieh D Gahramani
39672FAE39AA4E8...
DIRECTOR OF BUSINESS DEVELOPMENT
JOSEPH BABA

ATTEST:

CITY CLERK
NEETU SALWAN

APPROVED AS TO FORM:

Signed by:
kristopher kokotaylo
ABCB916189E345C...
KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

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Version 3.2.21

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Attention

Deepa Lyer
Senior Management Analyst
Human Resources Department

Address

City Of Newark
37101 Newark Blvd
Newark, CA 94560

Proposal For

Submitted By

Joseph Baba
President
Cell: (669) 294-1587
Phone: (408) 287-4411
Joseph@OrionSecurity.com

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October 19th, 2021

ORION SECURITY

Upgrade to Dependability

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COST OF SERVICE – Unarmed Patrol

Designed to be straight forward with no hidden costs.

Cost for Year 2021 & 2022 - 22/HR PAID OFFICER

Type of Coverage: One (1) unarmed, uniformed officer to patrol the property on foot to deter criminal activity ie. thefts, assault, burglary, robberies, thefts etc. Daily shift reports with pictures to be sent via email. Special Incident Reports are created for important observations. Officer will assist in the enforcement of association expectations and policies.

SUN	MON	TUES	WEDS	THUR	FRI	SAT	=	Total Weekly Billable Hours
	✓	✓	✓	✓	✓			
Closed	8 Hours	8 Hours	8 Hours	8 Hours	8 Hours every other week	Closed		32/40

Unarmed- Uniformed Security Officer

Officer's Minimum Hourly Pay Rate	$25.00/hour
Hourly Bill Rate	$37.10/hour
Holiday & Overtime Hourly Bill Rate	$55.65/hour
Special Request Officer- Less Than 24 Hours Notice	$55.65/hour

Features

Assigned Account Manager	$0.00/included
Online Web portal	$0.00/included
Digital Reports	$0.00/included
GPS Tracking	$0.00/included
Monthly Cost Samsung A16 Smart Phone (1)	$0.00/included
Security Signs	$0.00/included
Security Refrigerator Magnets	$0.00/included
24 Hour Dispatch Center	$0.00/included
Web Parking Software	$0.00/included
Marked Security Vehicle with amber lights(Optional)	$1,200.00/ Mo
Marked Security Golf Cart with amber lights(Optional)	$400.00/Mo

Total Approximate Cost 2026-2027

Weekly	$1,420.00
Monthly	$5,670.00
Yearly	$68,000.00

- *Quote includes the cost of all materials, uniforms, training, account setup, supervision, taxes, insurance, fuel, maintenance, workers compensation, etc.*
- *Total 'Monthly' cost is an estimation based on the average 4.33 weeks in a month. Total 'Yearly' cost is based on the average 52.143 weeks per year.*

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Mission Statement

VISION & VALUES

Quality Service and state of the art technology

The fundamental mission for Orion Security is to protect the lives and property of the customers we serve in a manner consistent with the highest ideals within our industry, and to take advantage of those scientific advancements which will help us succeed in that endeavor. We dedicate ourselves to providing unsurpassed, personalized, quality security services. Whether your security concerns are large or small, we provide customized solutions to suit your needs in all situations.

Orion Security has committed it's energies to a policy of teamwork, reciprocal understanding, and growth of long-term business relationships with our customers and employees.
We look forward to the future with great confidence in seeking to win over new clients, while continuing to thank our current customers for their support.

In order to fulfill part of it's mission, Orion Security has assigned specially qualified managerial personnel to keep abreast technological developments within the industry. They are empowered to adapt those technologies they find to be useful, and which will advance our goals. Additionally, we have implemented a policy of measured, steady growth, which enables us to meet projected demand without ever degrading the quality of our service.

We endeavor to be the preferred security provider for all whom we serve and pledge to conduct our business with uncompromising honesty, wisdom, discretion and sound judgment. This commitment extends to customers, employees, vendors, communities, and industries with which we do business.

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Company History

COMPANY HISTORY

Orion Security has been serving the Bay Area since 1980

Most companies rent their office space, Orion owns their building. This allows the company to park it's fleet of vehicles on site.

Orion Security was founded by Yosh Gahranmani in 1980 at 357 Town & Country Village in San Jose. Yosh had one goal in mind; to make a profitable business with best, in class, customer service. With only one employee, the company opened its doors as a provider of professional security services. In response to the growing demand for professional physical security service, Orion has grown into a full service organization providing loss-prevention, property protection, access control, revenue collection, executive protection, crisis intervention, patrol services, and other protective services to both private and government agencies. Orion handles accounts ranging in size from small businesses to large companies. Today the company has over 300 employees and is one of the largest security patrol services in the Bay Area.

ASIS INTERNATIONAL
Advancing Security Worldwide™

CALSAGA™
CALIFORNIA ASSOCIAITON OF LICENSED SECURITY AGENCIES, GUARD AND ASSOCIATES

BSIS
PROTECTING CALIFORNIA CONSUMERS

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Owner and CEO

OWNER / CEO

After over 36 years, Yosh is still directly involved in business he created.

Yosh Gahranmani, CEO of Orion Security

Yosh Gahramani arrived in the San Francisco Bay in 1972 with only fifty dollars to his name. Yosh lived with a relative while working in construction for a few years, then as a security officer for an additional 5 years, before deciding to go into business for himself. With only one employee and one radio, Orion Security was formed.

Orion Security quickly grew by word of mouth, with the exceptional work that was performed by the owner and his new employees. Within 3 years Yosh had built his company up to over 100 happy clients and the largest locally owned security company in the Bay Area.

Today Yosh owns several successful companies such as Fantastic Bay Builders, Yosh Landscaping Services, and Paramount Investigations. Orion Security is lead by the example of the entrepreneurial CEO, with his incredible work ethic and infectiously positive attitude.

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October 19th, 2021

ORION SECURITY

Upgrade to Dependability

Executive Team

Team Leaders

Meet the Team!

Shortly after graduating in 1994 Joseph started his first job as a production worker. Within his first year of employment, Joseph was promoted to a supervisor position. After 2 years of lead, Joseph started working as a manager. Joseph exceled in client relations and Customer Service. With over 20 years of management and customer relations, Joseph is responsible for the company's growth and overall customer satisfaction. **Education & Experience** High School Diploma, 2 years at Ohlone College, bachelor i Business from California State East Bay, 1 year with Pacific Fire Department, & a Licensed Security Officer.

Joseph Baba, Director of Business Development

Lita started with Orion Security in 1996 after getting her certification as a Medical Transcriber. At the time Orion was still a small company. Now 24 years later Lita has become the owner's right hand, and is the go to person for any employee needs. Not only does Lita handle all of Human Resources, but she is cross trained in almost every position within the company. She can and happily helps out any department when she is needed.

Lita Ortega, Controller

Margarita has been with Orion Security since 1992 when she was recruited after receiving her degree in Office Automation to work as an administrative assistant. Since then, Margarita has become Orion's Chief Accounting Officer. All payroll and invoicing is done through Margarita. She is easily the favorite person among all employees.

Margarita Camacho, Chief Accounting Officer

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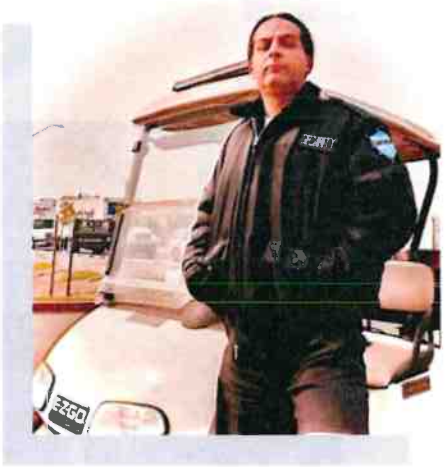
Upgrade to Dependability

Account Management Team

Team Leaders Meet the Account Management Team!



Ramtin has been working within the security industry for over 11 years; he has been working with Orion since 2019. Ramtin knows that security is about adding value and an increased sense of safety. Ramtin excels in his ability to accurately assess property issues then consult on the security needs for those properties. Ramtin is well know and respected by the Orion team and his clients.

Ramtin Patehvir,
- Security Consultant & Account Manager

Laura started with Orion Security as a dispatcher. She quickly learned the operations of dispatch and staffing. She now works in the account management team along side Joseph and Teresa. Laura specializes in client relationship management, technical writing, and account management. She has proved to be an asset to our team. We value her hard work and positive attitude!
AAT- Psychology Degree from De Anza College

Laura Tafoya,
Security Consultant & Account Manager

Teresa Started her career in Security as an alarm operator in 2010, She quickly worked her way up to a Grave shift supervisor over seeing a team of 10 dispatchers and also assisting with client relations. Teresa joined Orion security in 2019 as a Office Assistant later joining the sales team to assist with consulting and account management.

Teresa Maestas,
Client Relationship Manager & Security Consultant

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Team Leaders

Office Management

Office Staff

Shanon Box, Operations Manager

In 2001, Shannon Box was hired by Orion Security as a receptionist. Shannon proved to be a great asset to the company by helping out with just about every aspect of the business. She now specializes in the operations of the company, including oversight of dispatch and patrol operations. As the Operations Manager, Shannon is als in charge of the staffing, scheduling, security training, and post orders for sites.

Over 20 years of combined experience in military, law enforcement, security, investigations, Counter Intelligence operations, Anti and Counter Terrorism. A highlighted veteran of the U.S. ARMY who trained and managed combat teams during Desert Shield and Desert Storm Wars. Tom Trained and supervised SWAT Operations. In addition he managed international black marketing investigations in Europe and South Korea. **Certifications:** Anti Terrorism Spec (CMAS), SWAT training SRT, Military Police Investigator, Specialized Technology Degree, Police Academy Graduate of The University of Oklahoma.

Tom O'Donnell, Watch Commander

Miguel Ochoa, Patrol Manager

Miguel Ochoa has over 13 years of security experience and 10 as a vehicle patrol manager. In 2013 Miguel joined the team at Orion Security. Since that time, the patrol division has grown to be one of the largest patrol services in the Bay Area. Miguel has helped the company change from paper reporting to digital. Other modern improvements are GPS tracking and automated 'check in' systems. Miguel's modern approach has been well received by all of our current clients.

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ORION SECURITY

Upgrade to Dependability

Supervisory Staff

Team Leaders

Supervisor and Patrol Management

Meron has been with Orion Security since 2015. He started his career with Orion as a patrol driver. He proved to be a reliable, dedicated individual, and has since been promoted to supervisor. Meron supervises and trains the patrol drivers. Works shifts when there is a call off, and assists in anyway he can to provide the best quality security to our clients.

Meron Mekonen, Supervisor

Andrea started with Orion Security in 2010 as a part-time dispatcher working weekends. Andrea eventually moved to working full-time. Andrea quickly became adept at filling open shifts, call offs, and answering inbound calls. Besides focusing on every component of staffing, dispatch is the first point of contact at Orion and the person charged with monitoring TrackTik for incidents, or call for service request.

Andrea Camrago, Dispatch Manager

Atilla Aochqon has been with Orion Security since July 2019. Atilla started with Orion as a 'stationary' officer. He consistently showed that he was willing to work any post, and with a smile. He has been cross trained on all patrol routes. Atilla would be working as one of the supervisors overlooking and training officers on client sites.

Atilla Aochqon, Patrol Supervisor & Trainer

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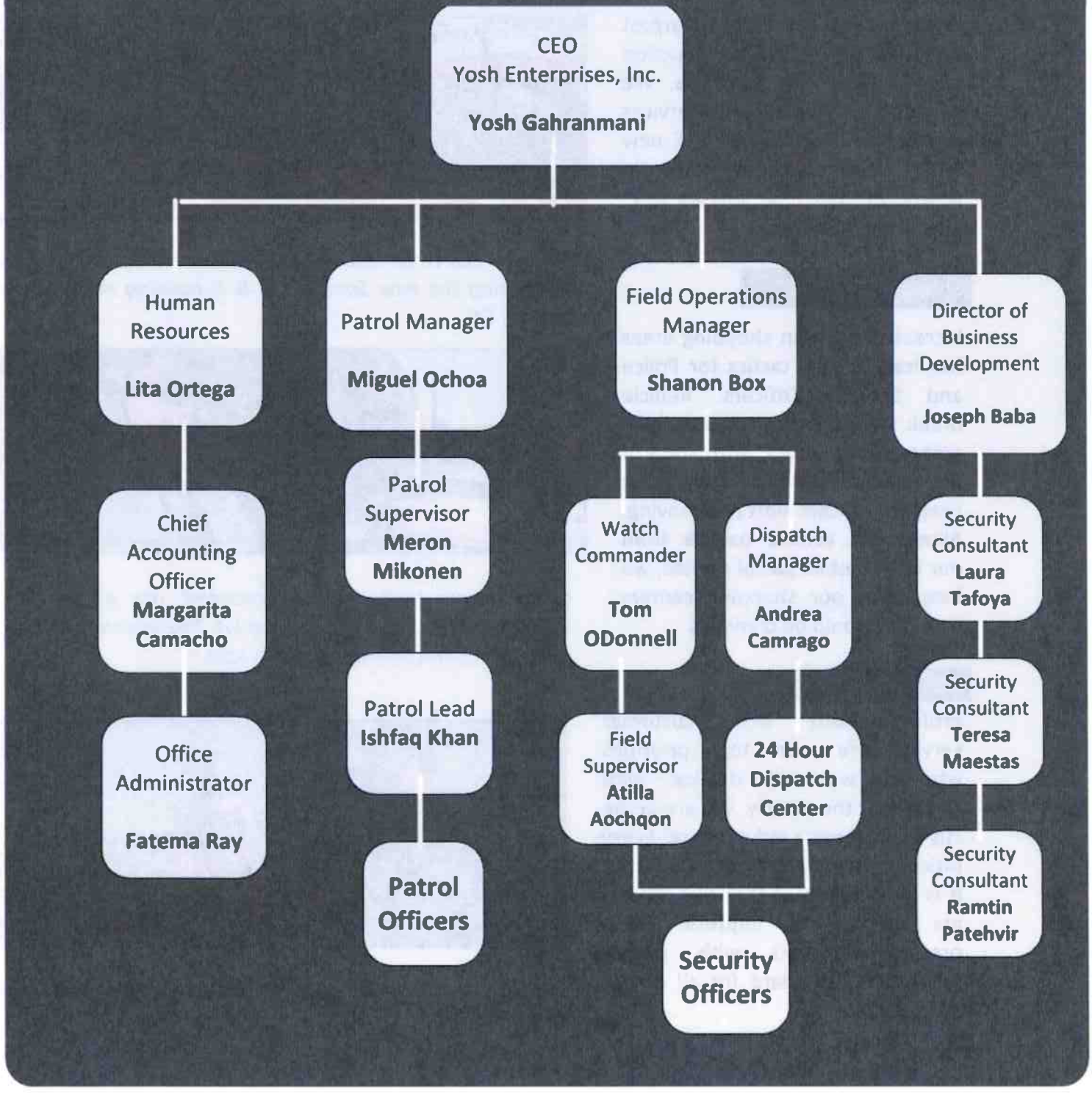
Organizational Structure

ORGANIZATIONAL STRUCTURE

Thirty-four years later, Yosh Gahranmani is still directly involved in the business

ORGANIZATIONAL STRUCTURE CHART



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Stationary

STATIONARY OFFICERS

Professionalism and Customer service are our highest priority.

Construction

Orion handles some of the largest and most high profile construction sites in Northern California. We currently provide security services to WebCor Builders on the new R&D office for Samsung, in downtown San Jose. Always safe; always professional.

Orion is currently securing Webcor Builders, who are constructing the new Samsung R & D building in downtown San Jose, CA.

Shopping Centers

Increased crime in shopping areas has lead to new tactics for Police and Security Officers. Vehicle break ins are at an all time high across the Bay Area. With state of the art accountability software, we keep our officers alert and moving. Along with vehicle patrols from our large mobile patrol service, we lock down our shopping centers from the would be criminals.

Check points that must be scanned, are placed at key locations throughout the parking lot. This ensures our officers are moving and keeping vehicles safe.

Schools

Professionalism and customer service are our top priorities whether we are dealing with children or the elderly. We are in the customer service industry and every officer is trained to understand this. It is also important that our officers are dressed to impress. Clean pressed uniforms with proper tailoring is standard for all of our officers.

Professionalism and respect is given to everyone, big or small.

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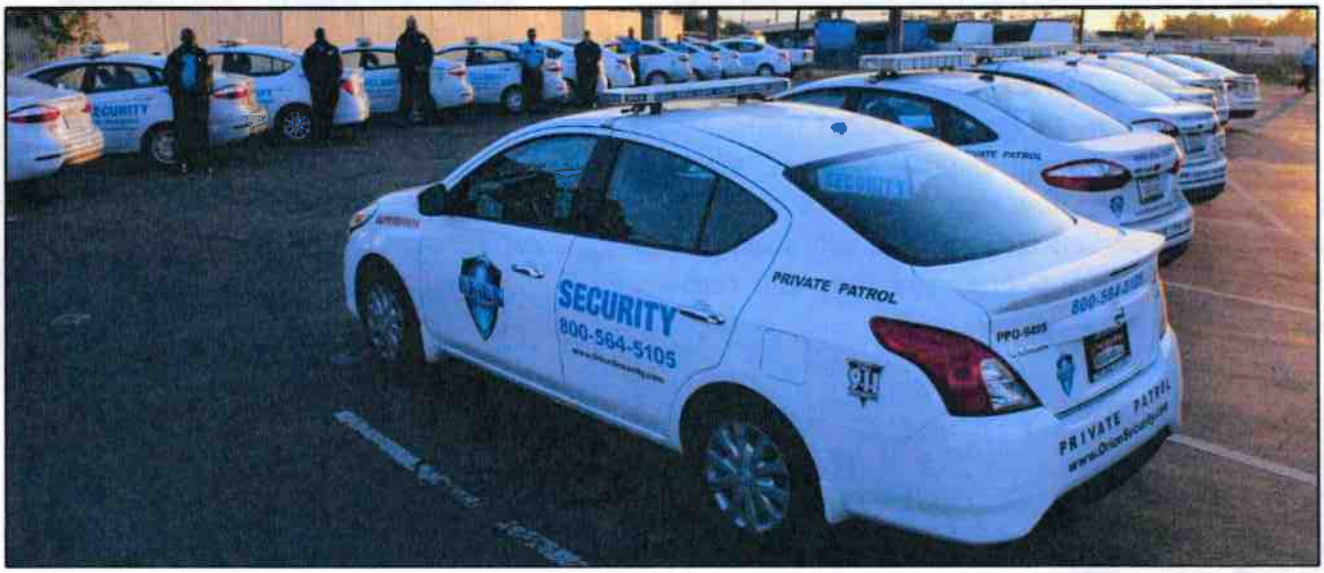
Mobile Patrol

MOBILE PATROL

Orion Security has one of the largest patrol division in the entire Bay Area.



At Orion, it is very important that we meet your needs for mobile patrol. Every client has different security concerns that require patrols for a wide range of reasons. In order to have the flexibility to accommodate these needs, we must have the business structure to support it. Long drive times between properties, can result in slow responses and less time on your property. That is why it is important to choose a company with a patrol division, large enough to ensure your property gets the attention it needs.

More than 10 of Orion's patrol officers have been with the company for over 15 years. Some of our officers have over 25 years of experience in the patrol division.

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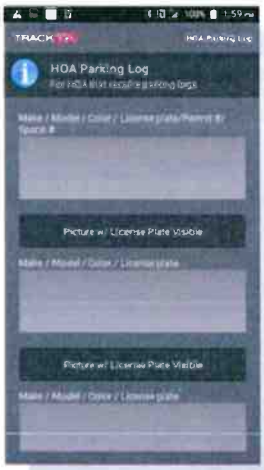
Parking Encorcement

PARKING ENFORCEMENT

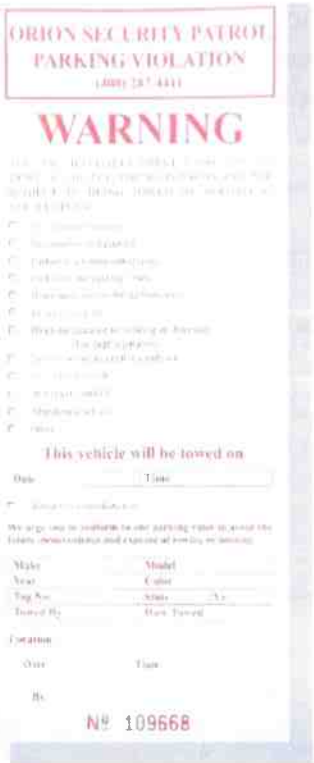
Let our officers take some stress off.

You give us your parking policies, and we will enforce them for you ! This takes innumerable amounts of stress off of our clients shoulders. Instead of calling you, they call our 24 hour dispatch! Residents or employees, utilizing our parking services, may call dispatch to let us know that there is a car in their spot or a car parked illegally. We will dispatch the task to the officers phone, and they will respond once they arrive on site.

Orion Security officers will document, take pictures, and sign for the tows of any illegally parked vehicle.



Tracktik Parking Software is easy to use and will meet any of your parking enforcement needs. Security officers access the program through their smart phones. Officers can add parking violations, and see prior parking violations. Clients may request a toe or 'do not toe' by calling or emailing our 24 hour dispatch.



Clients are able to dictate procedures. We can issue a warning citation, or tow immediately, when a car is found breaking property policies. Orion officers will request and sign for a tow of any vehicle blocking fire lanes.

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Orion Security- Proprietary and confidential

October 19th, 2021

ORION SECURITY

Upgrade to Dependability

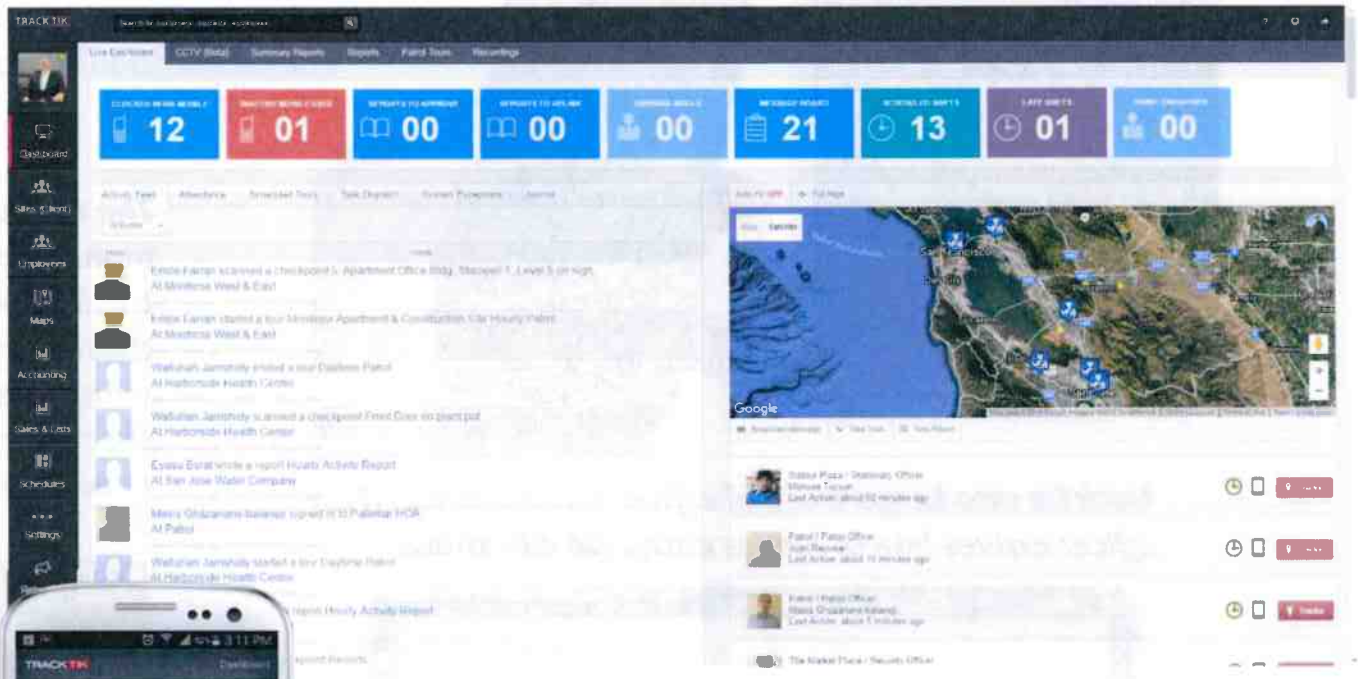
Technology

TRACKTIK DASHBOARD

Easy to navigate dashboard application

TRACKTIK

Historically, it has been challenging to ensure accountability in the security industry. Those days are over! You will never again have to wonder if your property is getting it's patrol services. With TrackTik, dispatchers are able to monitor our officers in real time. If a patrol is missed or completed incorrectly, our dispatch center will be alerted immediately. New tasks can be given to our 24 hour dispatch at any time, and the officers will receive the task on their smartphone.



Officers use smart phones and tablets to document patrols and activity. Incidents are reported to the client as they happen, so detailed reports of an incident are available instantly.

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ORION SECURITY

Upgrade to Dependability

TRACKTIK GUARD MANAGEMENT SOFTWARE

Real time guard tracking and paperless reporting available from any android device.

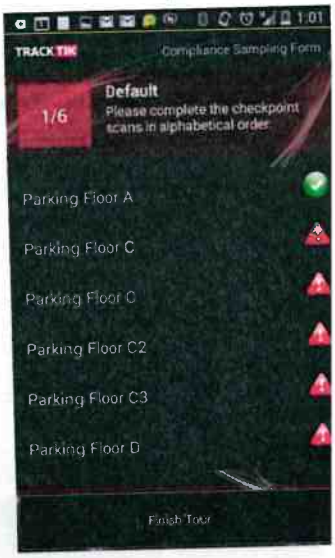
Technology

TRACKTIK

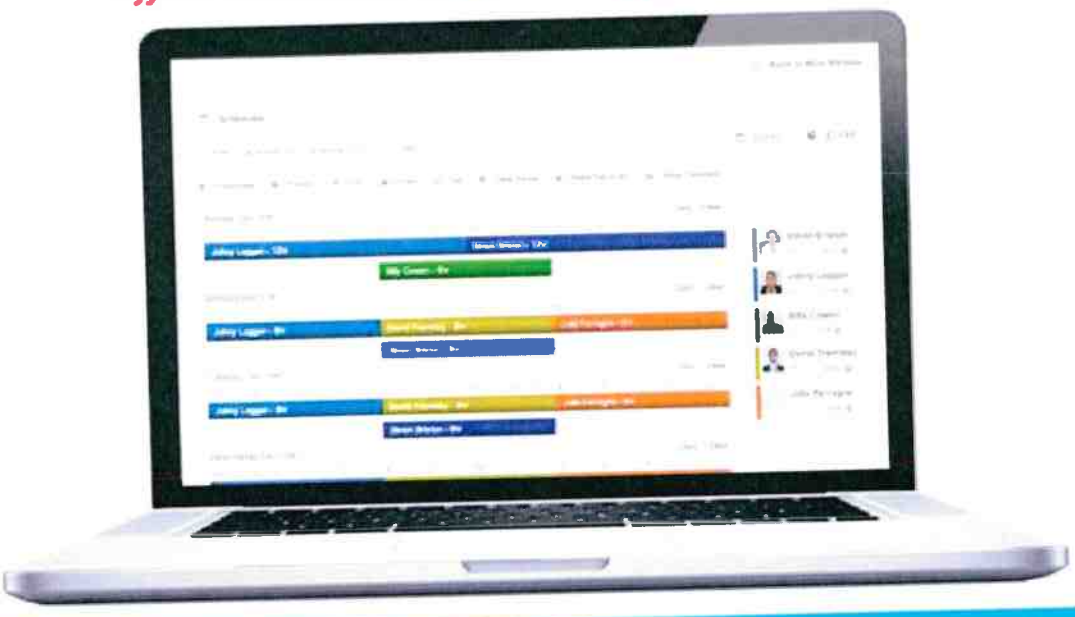
— *Officers are alerted to start a scheduled tour of the property.*

— *Once the tour is started, the officer can scan checkpoints by using the "NFC" (Near Field Communication) feature.*

The tour on the mobile device keeps track of which checkpoints are scanned and which checkpoints still need to be scanned.



TrackTik also keeps track of officer's attendance. If an officer arrives late or leaves early, we will know.



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Reports

TRACKTIK REPORTING

Incident Reports are populated in real time and are emailed instantly to the Clients Inbox.

We have to try and forget about the old ways of security reporting. Property managers don't want to read generic reports stating "all clear", they want to know where the problems are so they can be addressed.

Tracktik makes this possible. The powerful data capturing, and organization of TrackTik reporting, is matched by its easy to customize interface. The easy-to-use, drag-and-drop interface allows officers to build reports on a Smartphone. With your own Tracktik login, you are able to see what the guard sees from their phone.

"The interface on both the field device and PC is logical and simple to use, even for the technically challenged."

TrackTik reporting is built to facilitate your unique incident report needs. By requiring Officers to add real-time photos into their reports, you are guaranteed to see that the officer is performing.

No longer do our clients have to worry if their properties are being checked, and patrols being made. TrackTik reports allow the client to be in the loop on all things that happen during the Officers shift. Clients can use Tracktik interface to review reports in live time, or get the reports emailed to them directly.

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Orion Security- Proprietary and confidential

October 19th, 2021

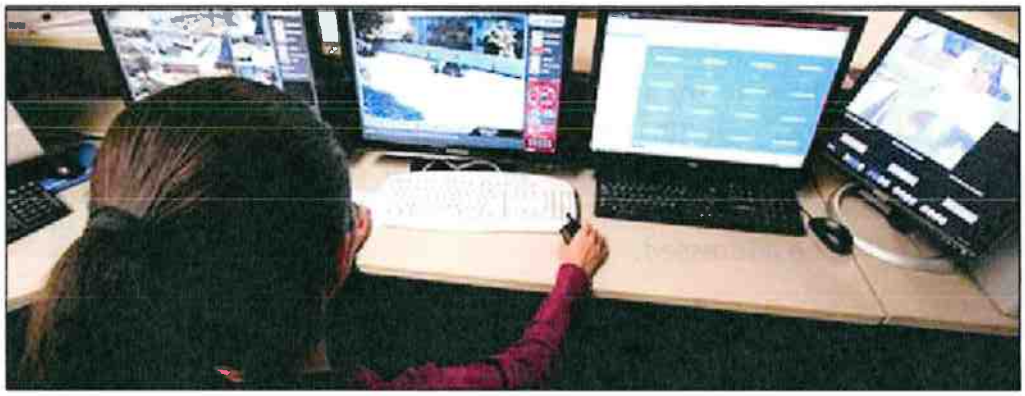
Upgrade to Dependability

Dispatch

24-HOUR LIVE DISPATCH CENTER

Callers will always speak directly with an Orion Security employee

Dispatch is a crucial part of the team. State of the art equipment and software are required in order to manage all 300+ officers each night.



Most companies will claim to have a dispatch center but actually have one of two things; a paid answering service or an officer in the field with a cell phone. Orion has fully trained dispatchers on staff 24 hours per day. This ensures calls will be answered in a timely manner and always handled by an Orion employee.

When a call is answered, the dispatcher will gather the following information:

- Name of Property
- Name of Caller
- Address or Unit Number
- Details of Incident
- Contact Information
- Follow Up Requested

Dispatch oversees the entire operation 24 hours a day. All calls and incidents are streamlined through our dispatch center for record keeping and efficiency. Every officer in the field, is monitored in real time and given instructions from dispatch. Dispatch monitors the following:

- Officer Attendance
- Movement of Officers
- Incidents
- Video Surveillance
- Fire & Burglary Alarms
- Parking Violations

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BACKGROUND CHECKS

All applicants are background checked via fingerprints sent to the U.S. Department of Justice and FBI.

Pre employment Screening

All applicants must pass a background check prior to employment. Potential employees have their fingerprints taken, which are then sent to the U.S. Department of Justice and the FBI. Applicants will not be considered for employment if the screening shows any felony or misdemeanor convictions.

Each applicant will also have their DMV record analyzed. Minor offenses such as speeding tickets may be acceptable, as long as they are not in excess. Many of our jobs involve driving and applicants must demonstrate safety while behind the wheel.

"Livescan" technology allows quick and accurate results of all background checks submitted.

Today's technology has made fingerprinting easy, clean, accurate and fast. It no longer requires messy ink used on the fingers. The fingerprints are now taken digitally by pressing down on the glass scanner of a "Livescan" machine. These scanning machines accept the swipe of a Drivers License, which will auto populate all the personal information into the program. The program requires that all 10 fingers are accurately logged into the system, before they can be submitted. As soon as the scan is complete, the fingerprints are instantly sent off to the federal agencies for processing.

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October 19th, 2021

Upgrade to Dependability

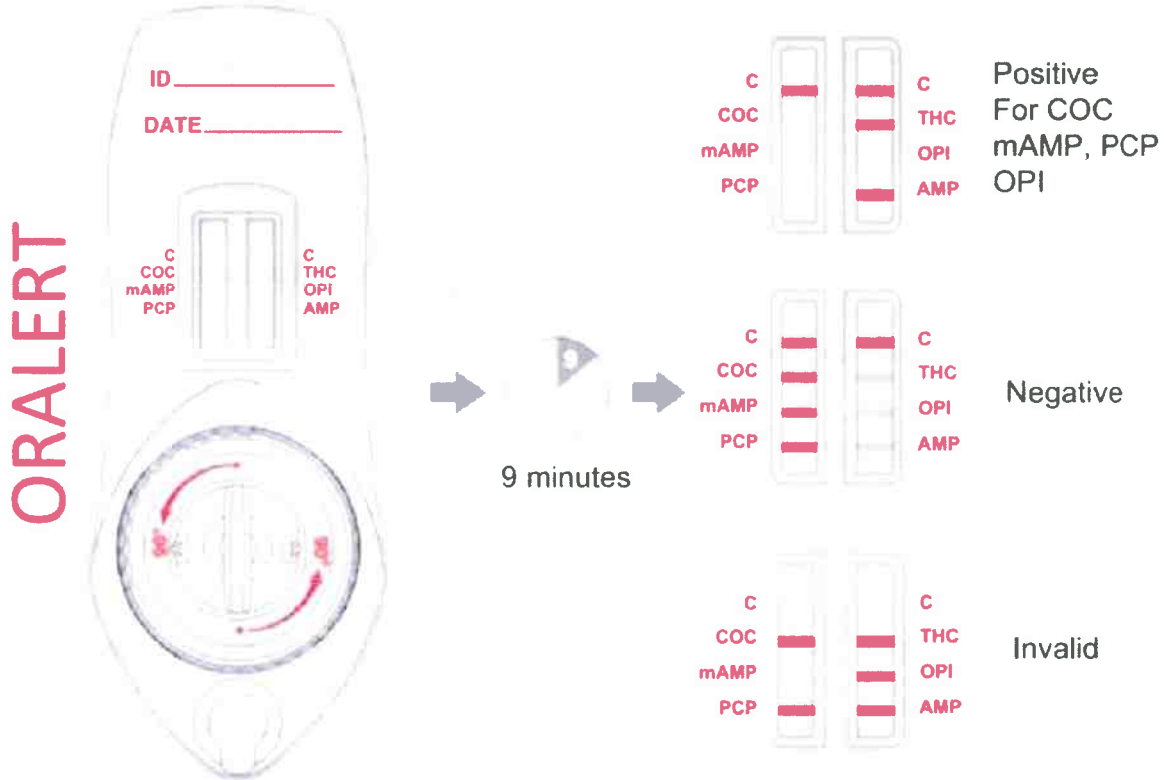
Pre Employment Screening

DRUG TESTING

Orion Security is a drug free workplace. All applicants are tested prior to employment, along with the random quality assurance mandated tests.

Drug testing has become cheap and easy to do onsite. There is no excuse for not checking an applicant for illegal substance use. Donors simply keep the sponge between the tongue and the cheek for 3 minutes. Within 9 minutes of placing the stick into the chamber, we know if the applicant uses illicit substances. If any illegal drugs are found in the test, the applicant will be denied employment.

Drug tests will be administered if there is an accident or reasonable cause. For quality assurance, random drugs tests may also be given.



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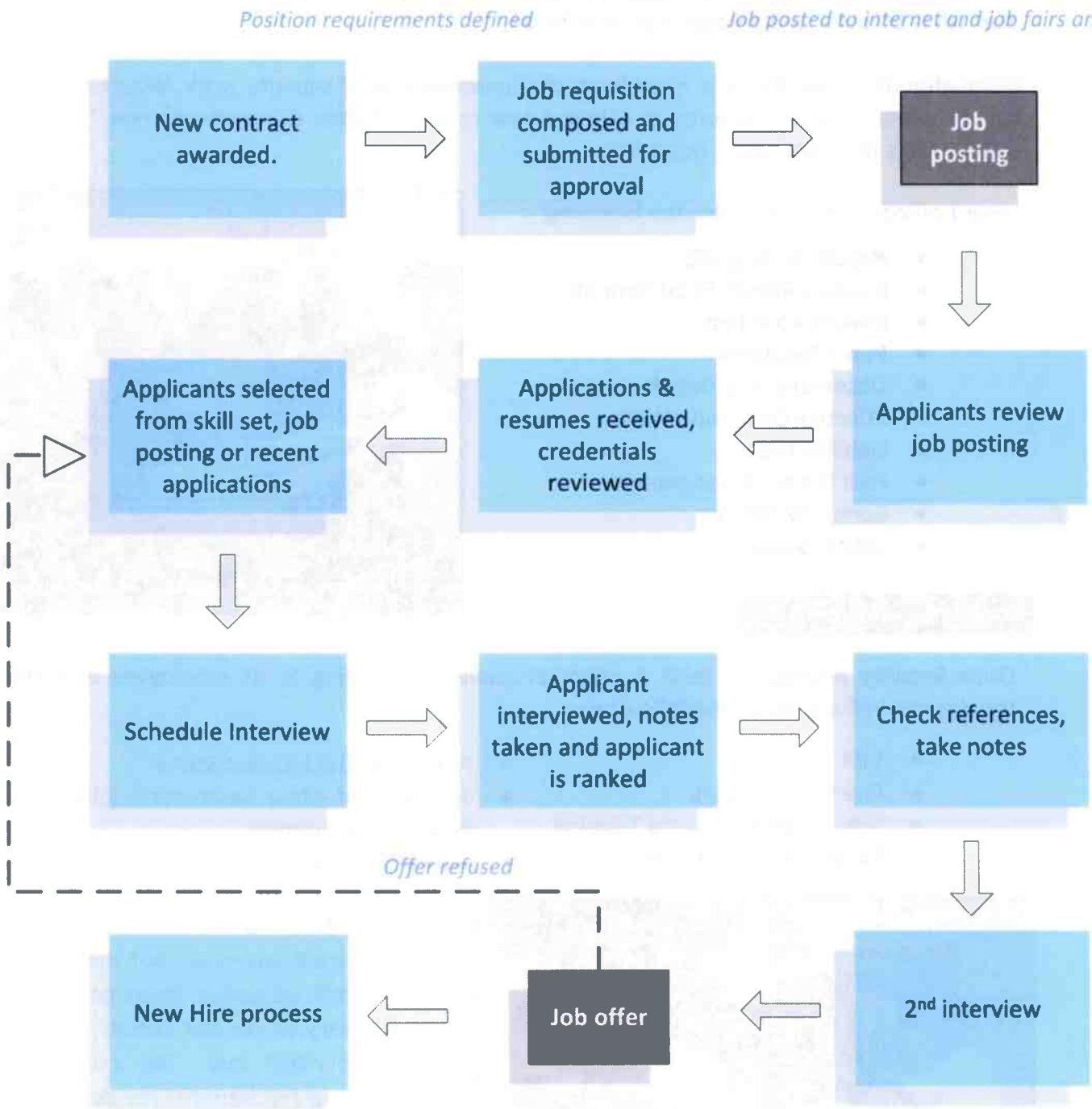
HIRING

Hiring the right person for the job, is one of our most important services

Hiring Process



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ORIENTATION

Orientation sets the tone for all new hires. Employees are taught Orion's expectations.

Orientation and Training

The first thing Orion Security officers are taught, is that perception is everything. From the shoes all the way up to the hat, the officers must look professional at all times. Our officers in uniform should be alert while on duty, and professional at all times.

Orientation is where the new hires learn the fundamentals of security work. Whether the individual has a life long history in security or is brand new to the industry, everyone receives " Level 1" officer training. This program runs 4 hours long

Level 1 officer training includes the following

- Report Writing 101
- Incident Report Requirements
- Powers To Arrest
- Public Relations
- Observations & Details
- Effective Communication
- Liability 101
- Post Orders & Assignments
- Company Policies
- Officer Safety

Continuing education

Orion Security provides at least 4 hours of additional training to its employees annually. Annual training can include any of the following:

- CPR
- Fire Safety Course
- School Security Guard Training
- Evacuation Procedures
- Preserving the Incident Scene
- Weapons of Mass Destruction (WMD) & Terrorism Awareness
- Crowd Control

Ongoing training is a key element that most security companies do not provide. Keeping our officers educated helps provide a higher quality service for our clients and keeps the turnover ratio low. The cost is minimal considering the benefits for everyone.

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October 19th, 2021

Upgrade to Dependability

Quality Control Measures

QUALITY ASSURANCE

Real time tracking combined with on site "post checks" is how we ensure quality.

Accountability

CLOCKED-IN VIA MOBILE	INACTIVE MOBILE USER	SCHEDULED SHIFTS	LATE SHIFTS
14	01	21	04

With the TrackTik software Orion has implemented, we are now able to have a higher level of accountability. With real-time reporting, GPS monitoring, and live dashboard updates, Orion is able to ensure our officers are where they should be, when they should be. As mentioned before, officers are time stamped when the arrive on site and each report requires live photo's to ensure that the guard actually checked all sensitive areas/items. Our clients also get these reports instantly in email form no matter what time of day/night an incident occurs insuring complete accountability.

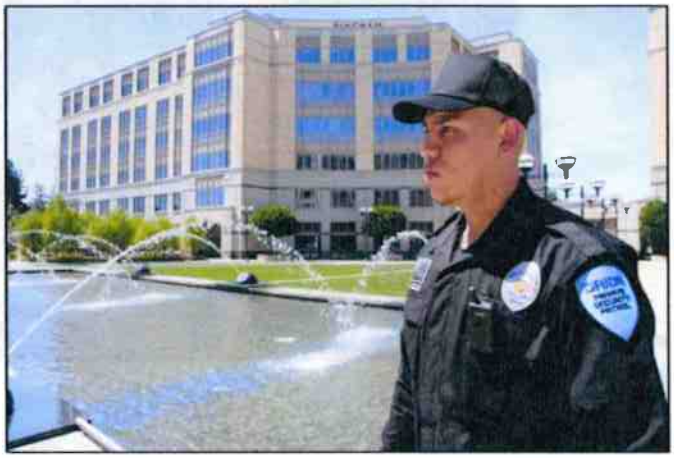
Post Checks

Unfortunately there are no programs that can check the appearance or attitude of an officer. This is why "post checks" must be completed by our supervisors. Often we rely on our patrol service to check on our officers in the field. Upon arrival our patrol officer will check the overall appearance of the officer. The supervisor will be looking for stains, rips, or poorly fitting clothing. Next the supervisor will ask the officer to explain his duties and show the status of the daily activity report (DAR). Before leaving, the patrol supervisor will ask to see the officer's guard card. This will ensure the officer guarding you property is licensed and fit for duty.

Undercover Post Checks

Post checking an officer who is unaware of the evaluation, is the best way to see what kind of quality service the client is receiving.

The most effective post check, is one where the officer does not know they are being evaluated. Orion conducts random undercover post checks on its employees. This is where a manager will pose as a trespasser or illegally parked citizen somewhere on the property. The goal is to simply apply pressure to an officer or situation and observe how it is handled. After the test is over, the officer will be advised of the experiment and then review their performance. Typically our officers pass with no problems, but sometimes simple corrections are needed.



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Community

COMMUNITY INVOLVEMENT

Orion Security has been serving the Bay Area since 1980

Orion Security does not just look at each bid as a business contract. For 36 years Orion has treated each client as a "Partner," and has made a point of involving themselves in their clients lives. At Orion, we are trusted with our clients physical safety, homes, places of work, and financial assets. It is only natural that a personal relationship forms. As part of the South Bay Area community, Orion does its part to demonstrate public responsibilities. With a shifting focus towards technology, the amount of paper usage is limited by automating all Officer Reporting. This transition away from paper documentation has made things more client friendly. Orion is working to become a "Green" company.

Orion Security goes beyond just protecting client's assets, they also attend community events, such as Neighborhood Watch meetings and or Night Outs.

An example of Orions community involvement was The Annual Resident Appreciation BBQ for Lakeview Apartments in Fremont. This is one example of community interaction by Orion. The picnic took place Sunday July 19th, 2016. Orion Security met with building residents and socialized. Orion also donated various gift cards and Starbucks cups. There was a band that played music and raffled prizes to winners.

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PPO

PRIVATE PATROL OPERATOR LICENSE (PPO)

Never do business with a security company that canno provide a PPO for you.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

Renewal License

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO9495

Valid Until: 03/31/2025

Receipt No. 10828

ORION SECURITY
675 EAST GISH ROAD
SAN JOSE, CA 95112-2708

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

---- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

A Private Patrol Operator licencse (PPO), acts as a business license for anyone who owns a company in the private security sector and has a patrol service.

The following are the requirements for a PPO

- Be at least 18 years old
- Must have at least one year of paid experience totaling not less than 2,000 hours as a security officer
- Pass a written examination
- Undergo a criminal history review by the Department of Justice and the FBI

A PPO license needs to be renewed every 2 years and is non transferrable.

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October 19th, 2021

ORION SECURITY

Upgrade to Dependability

Sample Reports

DIGITALLY CREATED PDF REPORTS

Creating clear and professional reports

Orion Security
675 E. Gish Road
San Jose CA 95112
United States

Walnut Plaza
3101 Walnut Ave
Fremont CA
94538
United States

Incident Report

Report #	[redacted]
Report Date	[redacted]
Report Time	[redacted]
Created By	[redacted]
Position	Watch Commander

Orion Security
675 E. Gish Road
San Jose CA 95112
United States

Park Lane West
4463 Hyde
Common
Fremont CA 94538

Parking Violation

Report #	[redacted]
Report Date	[redacted]
Report Time	[redacted]
Created By	[redacted]
Position	Watch Commander

Information

Time Report Started	[redacted]
Date and Time Range of Incident	[redacted]
Incident/Offense Type	Assault, Theft of vehicle
Other Incident Type	
Incident Location (Be Specific)	Walnut Plaza shopping center, a Food Market
#1 Name of Person Involved	Jennifer Diaz
#1 Person's Age	36
#1 Person's Sex	Female
#1 Person's Type of Involvement	Victim
#1 Person's Address	[redacted]
#1 Person's Phone Number	[redacted]
#2 Name of Person Involved	Patricia Williams
#2 Person's Age	75
#2 Person's Sex	Male
#2 Person's Type of Involvement	Witness
#2 Person's Address	[redacted]
#2 Person's Phone Number	[redacted]
Emergency Agencies Invited	None, Fire, EMS / Paramedic
Emergency Agency Case #	[redacted]

I witnessed a black male approximately 6', wearing a black jacket with hood and a red sweater with blue jeans, assaulting an Indian woman in her vehicle. As I drove into the parking lot of Walnut Cleaners at approximately 10:15am. The woman waved to me for help. I parked my vehicle and approached the situation after grabbing my pepper spray from my glove compartment.
The witness "Patricia Williams", approached the suspect with a garden tool that resembled a "rake" and the suspect fled on foot. The suspect was accompanied by a Mexican or possibly light skinned African American woman who were a red hatchback. The witness and I proceeded to follow the two suspects around to the back side of Walnut Plaza into the parking lot behind it on a completely different property, all while I was on the phone with 911.

The male suspect attempted to steal a large food machine with the words "Meals on Wheels" on it. The van rear roll up door was open as I entered through the rear and pepper sprayed the male suspect in the driver's seat. The male suspect was then struck on the ribs by the garden tool by the other witness as he approached the witness aggressively after exiting the vehicle. The suspect then retreated back into the vehicle and I proceeded to pepper spray him again. The suspect then started the truck and drove off the property heading North towards Capitol street.

I walked back to the victim with the witness and gathered both their contact information and versions of the story. The victim claims to be okay and refused treatment from paramedics when they showed up. PD then called me and asked me to meet where the truck was stolen. I then drove over and met with Officer Bush (Call 510-[redacted] if not following up) and gave my statement. I gave the officer the contact information of the victim and the witness who were both called back to the scene of the theft and gave their statements. Rumor is the food truck is currently on Highway 580 at its exit. All clear.

Officer's Signature

Information

Photo 1

Photo 2

Photo 3

Photo 4

Photo: Citation on windshield

Front of Vehicle Picture

Driver Side of Vehicle Picture

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October 19th, 2021

ORION SECURITY

Upgrade to Dependability

References

Here are some of the management companies we are currently contracted with. Contact information available upon request.

RENAULT & HANDLEY

SAND HILL PROPERTY COMP

DKD Associates, Inc. PROPERTY MANAGEMENT

Santa Clara County Office of Education

WEST COAST

CUSHMAN & WAKEFIELD

PACTRUST Pacific Realty Associates, L.P.

CBRE Property Management

FIRST COMMERCIAL REAL ESTATE

COMPASS MANAGEMENT GROUP, INC. A Trusted Guide

FPI MANAGEMENT

WOODMONT

BAY AREA PROPERTY SERVICES

MARCH DEVELOPMENT COMPANY

ALLIANCE RESIDENTIAL COMPANY

CHARITIES HOUSING

MBHM

ORCHARD COMMERCIAL

DAVIS PARTNERS

The Housing Group, Inc.

WOODSTOCK DEVELOPMENT

COMMON INTEREST MANAGEMENT SERVICES

Serving Homeowner Associations Since 1990

HOA Management Solutions Inc

BORELLI INVESTMENT COMPANY

WILLIS MANAGEMENT

STOER CONSTRUCTION

MVLA HIGH SCHOOL DISTRICT

CMHC SCHL

PROPERTY PRO Real Estate (pvt.) Ltd.

Newmark Knight Frank

ALHOUSE DEATON

GREYSTAR

Redefining Excellence in Apartment Living.

FABS Group Inc

MNM PROPERTY MANAGEMENT

KT MANAGEMENT

JLL

City of Newark

Memorandum

DATE: August 25, 2026

TO: David J. Benoun, City Manager

FROM: Howard Young, Public Works Director

SUBJECT: Amendment No. 1 to On-Call Civil Engineering Services Agreement with Haley & Aldrich, Inc. increasing Not-to-Exceed Amount from $900,000 to $1,278,000

PURPOSE

Staff requests authorization to execute Amendment No. 1 to the Consulting Services Agreement with Haley & Aldrich, Inc. The amendment would increase the agreement's not-to-exceed amount by $378,000, from $900,000 to $1,278,000.

The amendment would not change the scope, rates, or June 30, 2029, expiration date. All other agreement terms would remain in effect.

BACKGROUND

The city selected Haley & Aldrich through a competitive Request for Qualifications process for on-call civil engineering services. The City executed the agreement effective February 27, 2025, with an original not-to-exceed amount of $900,000.

The procured scope includes Capital Improvement Program management, civil engineering, construction management and inspection, and other authorized.

The Public Works Department now requires continued Engineering Division support and interim Maintenance Division management to address ongoing needs due to workload and vacancies. Existing contract capacity cannot support the anticipated work without an amendment.

CONTRACT STATUS

As of August 19, 2026, the City's contract report showed:

Contract item	Amount
Original not-to-exceed amount	$900,000.00
Recorded expenditures	$728,756.06
Encumbrances	$156,872.44
Total expenditures and encumbrances	$885,628.50
Uncommitted contract balance	$14,371.50
Proposed increase	$378,000.00
Amended not-to-exceed amount	$1,278,000.00

The report also lists task-order amounts totaling $918,471, which does not reconcile with the reported expenditures and encumbrances. Public Works will reconcile the task-order total, recorded expenditures, encumbrances, outstanding invoices, and available contract balance before authorizing additional work. Finance can assist by confirming the expenditures, encumbrances, and available appropriation recorded in the financial system.

NEED AND COST BASIS

The proposed increase would provide capacity for:

- Engineering staff support and management of approved Capital Improvement Program projects and;
- Maintenance-related contract and project oversight; and
- Completion of existing assignments while the City recruits permanent staff.

Public Works will prepare a task-order forecast identifying the anticipated Engineering and Maintenance services, estimated durations, and budgets before issuing work against the additional contract authority. The $378,000 amendment would increase available contract authority; it would not commit the City to spend the full amount.

FISCAL IMPACT

Public Works projects $358,000 in salary savings from vacant positions, a significant portion from Maintenance and remainder from Public Works, Engineering, and Capital projects. The projected salary savings would fund $378,000 of the proposed increase. Up to $20,000 would come from available Public Works operating or Capital Improvement Program appropriations if the city uses the full $378,000.

RECOMMENDATION

Staff recommends that the City Manager authorize Amendment No. 1, increasing the existing Haley & Aldrich, Inc. agreement's not-to-exceed amount from $900,000 to $1,278,000.

Pursuant to Resolution No. 11,796, adopted December 11, 2025, authorizing specified administrative actions during the August 2026 City Council recess, the City Manager authorizes Amendment No. 1 to the Consulting Services Agreement with Haley & Aldrich, Inc.

David J. Benoun, City Manager

8.28.26

Date:

AMENDMENT #1
TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF NEWARK
AND
HALEY & ALDRICH, INC,
FOR ON-CALL CIVIL ENGINEERING SERVICES

This First Amendment to that Consulting Services Agreement between City of Newark, and Haley Aldrich, Inc. (Haley & Aldrich) dated February 27, 2025 ("Agreement") is made as of this 27th day of August 2026 by and between the City of Newark, and Haley Aldrich.

RECITALS

A. On February 27, 2025, The City of Newark, CA and Haley Aldrich entered into an agreement to provide On-Call Public Works and Engineering Services.

B. The City of Newark, CA desires to continue utilizing Haley Aldrich to provide the agreed upon services; and

E. The City of Newark, CA and Haley Aldrich desire to amend said Agreement to increase the maximum total compensation by an additional $378,000 to a maximum total compensation not to exceed $1,278,000 with no additional modifications to the existing agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 2. Compensation, is amended to read as follows:

   "City hereby agrees to pay Consultant a sum not to exceed ONE MILLION TWO HUNDRED and SEVENTY-EIGHT THOUSAND and No/100 Dollars, $1,278,000.00 unless additional compensation is approved in accordance with Section 2."

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

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Signatures on Page 2 of 2.

CITY OF NEWARK
a Municipal Corporation

By:_____
David J. Benoun
City Manager

Haley & Aldrich, Inc.

By: _____
Scott D. Alman, PE, QSD
Principal

ATTEST:

_____
Neetu Salwan

City Clerk

APPROVED AS TO FORM:

_____
Kristopher Kokotaylo

City Attorney

Docusign Envelope ID: E39059D8-ABFD-410A-98FF-1C51B0910678

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND HALEY & ALDRICH, INC. FOR ON-CALL CIVIL ENGINEERING SERVICES

This Agreement for consulting services ("Agreement") is made by and between the City of Newark, a municipal corporation, ("City") and Haley & Aldrich, Inc., a Corporation, with offices located at 785 Ygnacio Valley Road, Walnut Creek, CA 94596, ("Consultant"), (together referred to as the "Parties") as of February 27, 2025 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2029, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Funding for services beyond the current fiscal year will be included in future City budgets but is subject to City Council approval of annual appropriations.]

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

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

1.4 Time is of the Essence. Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder. Except for the City's obligation to pay for services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, unanticipated site or subsurface conditions, pandemics, explosion, war, terrorism, request or intervention of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation.

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1.5 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the Labor Code applicable to public works, to the extent set forth in Exhibit C. Consultant shall waive, indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

1.6 Public Works Contractor Registration. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered consultant to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the consultant is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No consultant or subcontractor of a consultant may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed NINE HUNDRED THOUSAND and No/100 Dollars, $900,000.00) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such

insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

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

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

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		waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$2,000,000 per occureance $4,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed $150,000 per claim

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

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

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

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

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

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

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

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

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

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

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

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

4.3 All Policies Requirements.

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

b. Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

c. Wasting Policies. With the exception of Professional Liability insurance, no policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Notwithstanding the forgoing, to the extent any liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) arise from a design professional error or omission as defined by California Civil Code Section 2782.8 (c), as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.8. Consultant's duty to indemnify, including any defense obligations shall be limited as provided in California Civil Code Section 2782.8. In no event shall the cost to defend charged to the design professional exceed Consultant's proportionate percentage of fault.

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

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.
Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

7.6 Registering and Monitoring. Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Consultant is hereby notified that this project is subject to compliance reporting and monitoring and enforcement by the Department of Industrial Relations. This Section shall only apply if the project set forth in this Agreement is a project for public work, as defined in Labor Code sections 1720 through 1720.6, inclusive.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

Any written notice to Consultant shall be sent to:

Scott Alman, PW, QSD
Principal
Haley & Aldrich, Inc.
785 Ygnacio Vallet Road
Walnut Creek, CA 94596

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All other written notices to City shall be sent to:

Howard Young Public Works Director City of Newark 37101 Newark Blvd. Newark, CA 94560	with a copy to	Kristopher J. Kokotaylo, City Attorney City of Newark 37101 Newark Blvd. Newark, CA 94560

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

_____ Seal and Signature of Registered Professional with report/design responsibility.

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

Exhibit A	Scope of Services
Exhibit B	Cost Proposal
Exhibit C	Public Works Requirements

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF NEWARK

DocuSigned by:
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DAVID J. BENOUN, CITY MANAGER

HALEY & ALDRICH, INC.

Signed by:
Scott Alman
99D3FCAC6CEE46F...

Title: Principal Engineer

ATTEST:

Signed by:
Sheila Harrington
509DE0E358384EE...

SHEILA HARRINGTON, CITY CLERK

APPROVED AS TO FORM:

Signed by:
kristopher kokotaylo
ABDB9161B0E348C...

KRISTOPHER J. KOKOTAYLO,

CITY ATTORNEY

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EXHIBIT A

SCOPE OF SERVICES

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

January 7, 2025

STATEMENT OF QUALIFICATIONS FOR

On-Call Civil Engineering Services

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- Appendix C: Exceptions to City's Standard Contractual Service Agreement

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Haley & Aldrich, Inc.
2107 N First St., Suite 380| San José | CA 95131
426 17th St., Suite 700 | Oakland | CA 94612
2190 Meridian Park Blvd, Suite A & B | Concord | CA 94520
785 Ygnacio Valley Rd. | Walnut Creek | CA 94596

COVER LETTER

January 7, 2025

Attn: Daniel A. Sequeira, PE
City of Newark
Department of Public Works
37101 Newark Boulevard
Newark, CA 94560

Subject: **Statement of Qualifications for On-Call Civil Engineering Services**

Dear Dan,
Congratulations on your recent appointment as City Engineer for the city of Newark. I am looking forward to continuing our professional relationship and am thrilled to submit Haley & Aldrich, Inc.'s Statement of Qualifications (SOQ) for On-Call (Municipal) Civil Engineering Services. With a rich history of serving multiple municipalities throughout California, we are passionately committed to supporting your vision of enhanced infrastructure and public services for the benefit of Newark's residents and businesses. Haley & Aldrich's mission is to foster anti-fragile, dynamic, and thriving communities through the full spectrum of municipal public works/city engineering services our Bay Area offices are strategically positioned to deliver. Haley & Aldrich's service offerings include, but are not limited to:

- Capital Improvement Program;
- Development/Entitlement management;
- Staff augmentation;
- City Surveyor;
- Pavement preservation;
- Civil engineering, design, and preparation of PS&E/bid documents;
- Construction management and inspection;
- Grant funding and management;
- Encroachment Permit Program;
- MRP Stormwater Program;
- GIS services/consulting;
- Geotechnical engineering;
- CEQA/NEPA environmental process and compliance;

Our team is not just a group of professionals; we are a dedicated family of engineers, project managers, and professional staff who take immense pride in our work. We believe in building strong, lasting relationships with the communities we serve, and we are excited about the opportunity to bring our expertise and passion to Newark. Over the past 30 years, we have successfully completed more than 500 infrastructure improvement projects for public agencies across California, consistently delivering high-quality results on time and within budget. To further bolster our efforts, we will collaborate with subconsultants CAL Pavement Management and Pavement ACES to enhance our pavement preservation capabilities and provide innovative, cost-effective solutions tailored to Newark's needs.

We are eager to be considered for the following services as outlined in the Scope of Services:

1. **Prepare plans, specifications, and estimate (PS&E) for the 2025 Pavement Preservation Project.**
2. **Prepare the next 2-year cycle of the city's Capital Improvement Program FY 25/26 & FY 26/27.**
3. **Update the City's Standard Details**, similar to our current assignments for Vallejo, St. Helena, and Benicia.
4. **Provide construction management and inspection services.**
5. **Provide staff augmentation** for Land Development and Capital Improvement Program sections.
6. **Serve as City Surveyor** reviewing and signing maps, plats and descriptions, and record documents.
7. **Other duties as assigned by City Engineer** Haley & Aldrich is here to help when the going gets tough, seamlessly integrating our municipal expertise to support the City Engineer and staff. This is our signature service. We are passionate in our pursuit to tackle our clients' toughest issues.

Thank you for this opportunity to submit our SOQ. We are confident that our expertise, experience, and dedication to collaboration will not only meet but exceed Newark's expectations. For any inquiries, please contact Scott Alman at (925.433.2321 or Salman@haleyaldrich.com).

Sincerely yours,

HALEY & ALDRICH, INC.

Scott Alman, PE, QSD
Principal

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STAFFING, TEAM EXPERIENCE AND UNDERSTANDING OF REQUESTED SERVICES & OBJECTIVES

Haley & Aldrich is a northern California leader in on-call consulting services, **bringing unmatched regional knowledge and experience to the Bay Area**.

Understanding of Services

ABOUT HALEY & ALDRICH

Established in 1957, Haley & Aldrich was the first geotechnical engineering practice in New England and has since expanded its footprint nationwide. Locally, Haley & Aldrich has served the San Francisco Bay Area and Northern California for over 30 years since 1993. Over that time, we have cultivated strong, collaborative relationships with municipal agencies throughout alameda county and beyond, enabling us to deliver impactful infrastructure improvements.

Our Bay Area practice is uniquely equipped to meet the needs of Newark's Public Works/City Engineering Department, with expertise in municipal, civil, and geotechnical engineering, Capital Improvement Program development end management, development management, and public infrastructure review. We have successfully completed more than 500 public agency projects, ranging from capital improvement programming, pavement preservation programs, managing encroachment permit programs, MRP stormwater programs to emergency response. Our extensive portfolio reflects our capacity to manage diverse challenges while enhancing public safety, sustainability, and quality of life.

Our proximity ensures prompt and seamless collaboration with the City of Newark to address its municipal civil engineering needs effectively and efficiently.

SUMMARY OF ON-CALL QUALIFICATIONS

Haley & Aldrich has provided on-call services to Bay Area communities for years, working closely with public works, engineering, and planning staff. Our municipal engineering experience and local geotechnical knowledge have helped us develop a practical approach that addresses the needs of all stakeholders. This approach has led to successful, award-winning project completions.

We handle projects of all sizes, from $25,000 short-term assignments to multi-million-dollar long-term projects, showcasing our adaptability and expertise. Experience with such disparate-sized projects has enabled us to be nimble in staffing on-call service projects.

Haley & Aldrich has an established, local track record in performing on-call and project-specific support services for the public agencies listed below.

COUNTY ON-CALL CONTRACTS:

Alameda	Contra Costa	Lake County
Marin (FCWCD)	Monterey	Napa
San Benito	San Mateo	Santa Cruz
Sonoma	Tuolumne	

CITY ON-CALL CONTRACTS:

American Canyon		
Benicia	Concord	Daly City
Dixon	Dublin	East Palo Alto
Fairfield	Fremont	Foster City
Lafayette	Los Altos	Martinez
Milpitas	Moraga	Oakland
Oakley	Orinda	San Jose
San Pablo	San Ramon	Soledad
S. San Francisco	Walnut Creek	Watsonville

TOWN ON-CALL CONTRACTS

Hillsborough	Los Gatos

DISTRICT ON-CALL CONTRACTS:

Blackhawk GHAD
Canyon Lakes GHAD
Contra Costa County Sanitary District
Dublin/San Ramon Services District
East Bay Regional Park District
Livermore Area Recreation and Park District
Port of Oakland
San Francisco US Army Corps of Engineers
Santa Clara Valley Water District
US Fish & Wildlife
Valley Transportation District
Zone 7 Water Agency

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Service Offerings

CAPITAL IMPROVEMENT PLANNING & PROJECT MANAGEMENT

In today's challenging labor market, where public agencies face understaffing due to retirements and limited workforce replacements, Haley & Aldrich offers the expertise of Scott Alman, Bruce Zaeni, and Lynne Filson—three seasoned professional engineers serving as program managers with deep knowledge of public processes and capital improvement program preparation. We work closely with city leadership to prepare the upcoming 2-year Capital Improvement Plan (CIP) cycle, covering fiscal years 25/26 and 26/27, while also extending the city's 5-year CIP forecast through fiscal year 29/30. Haley & Aldrich will facilitate Newark's CIP process which includes the following:

- Project solicitation from City Council and staff;
- Refine Proposed project list and prepare cost estimates;
- Evaluate proposed projects in light of critical issues;
  - Public Safety Services;
  - Education;
  - Quality of life;
  - Community development;
  - Government operations
- Evaluate proposed projects in light of funding sources;
- Review staffing constraints and maintenance impacts;
- Designate overall priority level to each proposed project;
  - Level One – Mandatory;
  - Level Two – Necessary
  - Level Three - Desirable
- Receive project recommendations from Executive Team;
- City Council reviews and selects CIP projects;
- Projects are selected for funding and budget preparation;
- Planning Commission Review for General Plan compliance;
- Formal adoption by City Council.

Haley & Aldrich suggests the implementation of a capital improvement program planning and management software package such as, or similar to, PlanIt. The use of a planning software enables the program to be continuously updated year after year, preserving historical knowledge while avoiding the challenges of managing multiple files with separate formats for project descriptions and financial data Haley & Aldrich is familiar with PlanIt as a CIP preparation and maintenance platform and we work directly with the owners of PlanIt to implement capital improvement programs using PlanIt software.

ENGINEERING ANALYSIS & CIVIL ENGINEERING DESIGN

Haley & Aldrich's engineering staff excels at public works civil design, peer review, and designing a wide variety of capital improvement and maintenance projects for local cities and counties. From retrofitting and improving roadways, bridges, and storm drain systems to creek maintenance and pavement preservation, our team has the expertise to meet Newark's engineering needs.

We routinely prepare bid packages with complete construction plans, specifications, and estimates for projects such as roads, flood control, earth-retaining systems, trenchless pipelines, and storm drain improvements. By integrating geotechnical consulting services with civil design, we deliver innovative, award-winning solutions for municipal infrastructure renewal.

TRAFFIC ENGINEERING

Lynne Filson, PE, TE, LS, is a California-registered Civil and Traffic Engineer with extensive experience assisting municipalities with traffic management challenges. Her expertise includes managing traffic flow at schools, signal timing, speed surveys for radar enforcement, roadway signage, and traffic control plans. Newark can rely on her expertise for all day-to-day traffic engineering needs, ensuring safe and efficient transportation systems. Lynne serves or has served as the contract City Traffic Engineer for several Bay Area cities. Julissa Rico Ruiz, who has been mentored by Lynne, delivers traffic engineering and safety services to Martinez, CA, serving as the chair of the city's Traffic Safety Committee on behalf of the Public Works Department.

ENTITLEMENT SERVICES, AND STAFF AUGMENTATION

Haley & Aldrich acts as an extension of City staff, managing development projects from the entitlement process through construction and final City Council acceptance. We protect Newark's interests at every step, ensuring the city receives all of the items included in the project conditions of approval and CEQA mitigations. Haley & Aldrich collaborates directly with Community Development and Planning Departments, representing the City's best interests in any development entitlement

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processes. Our team ensures that conditions of approval are clear, practical, and aligned with the City's long-term operational and maintenance goals, and required mitigations for projects are met, focusing on traffic circulation, bicycle & pedestrian access, utility capacity, MRP 3.0 requirements, environmental considerations, and coordination with Alameda County Water District (ACWD) and Union Sanitary District (USD) for water and sewer services to the development. We identify creative, mutually beneficial solutions to complex issues, safeguarding Newark's long-term interests while facilitating project success.

Haley & Aldrich routinely reviews grading plans, improvement plans, traffic control plans, final maps, easements, and more, ensuring compliance with conditions of approval, and CEQA requirements, Newark standards, and the Subdivision Map Act. These types of staff augmentation services can be provided in city hall or remotely depending on the circumstance.

Haley & Aldrich is ready to address Newark's staffing needs by providing supplemental engineering staff for both short- and long-term engagements. Staff augmentation services provide a broad spectrum of services available to Newark.

CITY SURVEYOR, RECORD DOCUMENT REVIEW AND APPROVAL

Haley & Aldrich provides expert City Surveyor services, including technical map checking, reviewing and stamping maps and plats, Reviewing and approving Lot Line Adjustments, and ensuring compliance with State, County, and City requirements. We focus on accuracy, timeliness, and adherence to all regulatory standards.

STANDARD DETAILS UPDATE

Haley & Aldrich is experienced in updating municipal standard details to reflect the latest industry regulations and engineering best practices. We ensure that Newark's Standard Details are comprehensive, user-friendly, and aligned with current project needs. Haley & Aldrich is currently providing similar services to the cities of Vallejo, St. Helena, and Benicia.

CONSTRUCTION MANAGEMENT AND INSPECTION

Haley & Aldrich offers construction management and public works inspection services across the Bay Area, with a focus on development driven infrastructure construction projects as well as infrastructure renewal and maintenance projects. Our experienced team leverages strong design backgrounds to proactively identify and resolve potential issues in the field, saving time and costs for Newark. Our construction inspection capabilities cover mass earthwork/grading, utility installations, trench backfill, and compaction, asphalt concrete paving, and storm drain systems with an emphasis on erosion protection, NPDES stormwater compliance requirements, and safety.

STORMWATER INSPECTION SERVICES

The Bay Area's current Municipal Regional Permit (MRP 3.0) issued to each agency within Region 2 (San Francisco Bay Region) by the Regional Water Quality Control Board (Regional Board) requires regular inspections of various elements included within MRP 3.0. Inspections must be provided by a qualified inspector and documented as they are completed for inclusion in the agency's annual report to the Regional Board. Failure to comply with these inspections and documentation of the inspections can result in fines from the Regional Board levied upon the city. Haley & Aldrich can provide these on-going inspection & documentation services providing the inspection data in a concise geospatial format that will also be required as the basis of the stormwater facility asset management system that is a future requirement of MRP 3.0.

GIS SERVICES

Haley & Aldrich integrates Geographic Information Systems (GIS) into nearly every project. Customized GeoViewer portals enhance project management by consolidating layers of geospatial data, maps, 3D models, and time-stamped media for all project stages. Our GIS services include aerial surveys, asset monitoring, construction baseline surveys, and as-built modeling. By leveraging GIS technology, we provide Newark with cutting-edge tools for effective data visualization and decision-making.

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Key Personnel Background

Contract Manager Scott Alman and the key members of the Haley & Aldrich Team have demonstrated expertise and experience with municipal services for on-call contracts. Each key member leads a team of highly qualified and licensed professionals to ensure each project's requirements are met with the highest standard of care expected at and known for Haley & Aldrich.

An organizational chart and *key personnel information is provided on the following pages, with resumes available in the Appendix.

ORGANIZATIONAL CHART

KEY PERSONNEL INFORMATION

Scott Alman, PE, QSD

PRINCIPAL, CONTRACT MANAGER — **40 year's experience**

Scott leads Haley & Aldrich's Municipal Services group, which offers comprehensive public works, city engineering, and planning services to municipalities across Northern California. With 38 years of experience, Scott has provided short- and long-term staff augmentation to numerous cities, including Pittsburg, Benicia, Dixon, and San Ramon. Under his leadership, the Municipal Services group has delivered programming for capital improvements, encroachment permitting, pavement management, Caltrans Local Assistance, and more. Scott's extensive expertise ensures alignment with the City of Newark's standards and development objectives.

Bruce Zaeni, PE

SENIOR TECHNICAL EXPERT, CIVIL ENGINEER — **35 year's experience**

Bruce brings over 35 years of experience in engineering design, project and program management, team leadership, and public engagement. He has successfully delivered tens of millions of dollars in transportation and capital improvement projects for Bay Area communities. With expertise in navigating local, state, and federal transportation issues, Bruce excels in managing large teams, contract negotiation, and stakeholder coordination.

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His ability to represent client interests in public forums ensures smooth project execution and community support.

Lynne Filson, PE, TE, LS

SENIOR TECHNICAL EXPERT, TRAFFIC ENGINEER **37 year's experience**

Lynne has over 30 years of experience in traffic engineering, civil engineering, and land surveying. She provides critical on-call services for municipalities, assisting with traffic studies, final and parcel maps, and roadway and utility plans. Her diverse expertise allows her to contribute to multifamily developments, road-widening projects, and other complex municipal engineering tasks.

Nancy Gardiner, CPESC, QSD/P, QISP, TOR

SENIOR TECHNICAL EXPERT, STORMWATER **30 year's experience**

Known for her expertise and commitment to client service, Nancy has more than 30 years of consulting experience (including 10 years with Haley & Aldrich) on municipal, industrial, and construction stormwater permitting; watershed planning; water quality monitoring; total maximum daily load (TMDL) compliance; training, and reporting projects. Notably, she has worked extensively on Bay Area Municipal Separate Storm Sewer System (MS4) projects since their inception in the early 1990s.

Ronaldo Longoria, PE

PROJECT MANAGER, CIVIL ENGINEER **10 year's experience**

Ronaldo is a Registered Professional Engineer with eight years of experience in transportation, water systems, geotechnical engineering, and construction management. His portfolio includes landslide repairs, retaining wall and pavement design, and site development projects. Additionally, Ronaldo is a Certified Commercial Part 107 UAS Pilot, bringing innovative approaches to engineering challenges.

Gary Mochizuki, PE, SE

SENIOR TECHNICAL EXPERT, STRUCTURAL ENGINEER **40+ year's experience**

Gary is an award-winning structural engineer licensed in the State of California. He has over four decades of experience as the lead structural engineer in the design and analysis of buildings, retaining walls, tanks, equipment and utility supports, and bridges. He has evaluated damage to hundreds of structures subjected to earthquakes, extreme wind, landslides, vehicular and falling object impact, water intrusion, and foundation movement; and he has designed repairs to many of these structures.

Chris Hockett, PE, GE

TECHNICAL EXPERT, CIVIL DESIGN ENGINEER **20 year's experience**

Chris brings more than 20 years of geotechnical engineering and civil design experience in public infrastructure projects such as roadways, bridges, lateral earth retaining systems, and hydraulic structures. He has prepared foundation reports for bridges and retaining walls, data and design reports for trenchless undercrossings, and designs for major and minor transportation infrastructure in rural settings and steep terrain. Chris has experience interfacing with Caltrans on state- and locally funded projects and projects within the Caltrans right-of-way.

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Mark Myers, PE, GE

SENIOR TECHNICAL EXPERT, GEOTECHNICAL ENGINEER **29 year's experience**

Mark is a registered civil and geotechnical engineer with 29 years of experience providing geotechnical services for treatment plants, sanitary districts, and other public agencies in and throughout the Bay Area. He has successfully managed and planned small and large projects for public agencies and has extensive knowledge as a project manager in the design of slope stabilization, reinforced earth structures, and retaining walls. Mark specializes in liquefaction hazard evaluation and abatement. He has experience in reinforced earth slopes and retaining walls, reinforced concrete, reinforced masonry, soil nails, tiebacks, and composite structures design, and evaluation and repair and/or stabilization of landslides.

Cesar Lara

CAL PAVEMENT MANAGEMENT **15 year's experience**

Cesar Lara is an experienced Pavement Preservation Specialist with 15 years of expertise in materials, applications, and developing cost-effective preservation plans and inspections. As the Principal and CEO of CAL Pavement Management, he focuses on pavement preservation strategies, program plans, and inspections to help agencies raise PCIs and maximize the value of their tax dollars through practical, real-world solutions.

Scott Dmytrow

PAVEMENT ACES **33+ year's experience**

Scott Dmytrow is a Pavement Preservation Specialist with over 33 years of experience in asphalt pavements and maintenance treatments for state DOTs, counties, and cities. Currently serving as the Chief Operating Officer of Pavement ACES, he focuses on developing pavement strategies, training programs, and lifecycle assessments, leveraging his expertise in preservation treatments such as chip seals, slurry seals, and bonded wearing courses.

Project Matrix

	KEY PERSONNEL INVOLVED												
Haley & Aldrich Team Projects	SCOTT ALMAN,	BRUCE ZAENI	LYNNE FILSON	NANCY GARDINER	RONALDO LONGORIA	GARY MOCHIZUKI	CHRIS HOCKETT	MARK MYERS	GUS GREGORY	JOSIELYN BUSTAMANTE	JULISSA RICORUIZ	KARA MALIG	PETER FLORES
Engineering Staff Augmentation, *Dixon, California*	●		●							●		●	
Engineering Staff Augmentation, *Martinez, California*	●		●										
Engineering Staff Augmentation, *Pittsburg, California*	●	●	●		●					●	●	●	
On-Call City Engineer Support Services, *St. Helena, California*	●	●	●		●	●		●			●	●	●

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EXPERIENCE PROVIDING SIMILAR SERVICES

Engineering Staff Augmentation, Dixon, CA

PROJECT DURATION

2014-Ongoing

SERVICES PROVIDED

- Plan and Map Reviews
- Entitlement Work
- Construction Inspections
- Preparation of Bid documents for various CIP projects
- Coordination with City Staff

Mr. Alman, and Ms. Filson, with a team that included George White, Kara Malig, and Josielyn Bustamante, provide staff augmentation services to the City of Dixon's City Engineering & Utilities Department. Originally these services began in 2014 under a task order contract with a previous employer. That task order contract included more than 50 task orders totaling more than $7 million in contract services, including plan reviews and entitlement work on new housing developments, construction inspections on new development and infrastructure revitalization projects, preparation of bid documents for a variety of different types of CIP projects including pavement preservation and Building & Life Safety inspection services provided by teaming partner TRB+ Associates. The largest single project undertaken by this team is the plan check, inspection, and project management of the Southwest Dixon Specific Plan Area project named "Homestead". Taylor Builders are developing this specific plan area with individual villages being sold to a variety of national and local home builders. Lynne has managed the plan and map reviews of ten individual villages within the first three phases of Homestead. With the recent departure of the City Engineer/Public Works Director, Joe Leach, Scott was selected by the City Manager to serve as Interim City Engineer/Utility Director during the recruitment for the new City Engineer. Due to the need for a quicker response time than that being provided by Solano County, Lynne has also assumed the role of Contract City Surveyor, reviewing Final Maps and signing/approving them on behalf of Dixon.

Engineering Staff Augmentation, Martinez, CA

PROJECT DURATION

2014-Ongoing

SERVICES PROVIDED

- Review of grading and improvement plans
- Review of landscape and irrigation plans
- Review of final maps
- Review of public water system improvements
- Preparation of 5 year pavement preservation program
- Coordination with City Staff

Upon the retirement of the City Engineer, Mr. Alman was appointed Interim City Engineer, and Ms. Filson Interim City Traffic Engineer for the City of Martinez. One of the larger Martinez assignments is the plan review of the Alhambra Highlands development project. This plan review project followed Mr. Alman and Ms. Filson to Haley & Aldrich (previously CE&G) as the applicant's team did not want to lose any continuity on the plan review work that had been accomplished to date. This project is ongoing and includes a review of grading and improvement plans, landscape & irrigation plans, final map, and public water system improvements. The project includes the management of several consultants performing specialty work on this project for the city. Mr. Alman was also responsible for managing Measure M funding (Martinez's sales tax measure for pavement preservation). Mr. Alman made annual presentations to the City Council regarding how and where the Measure M funds were to be spent each year.

Mr. Alman prepared the City's 5-year Pavement Preservation Program directing the expenditure of Measures M & J funding as well as RMRA and HUTA gas tax funds to garner the greatest return on investment for the City. Currently, Mr. Alman is working to process a development permit, including a CEQA/NEPA environmental process for a local Martinez business to refurbish and rehabilitate an out-of-service rail spur serving their facility.

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Engineering Staff Augmentation, Pittsburg, CA

PROJECT DURATION

2022-Ongoing

SERVICES PROVIDED

- Project Management
- Staff Augmentation
- Design
- Project Support

Mr. Alman and Ms. Filson, with a team that includes Ronaldo Longoria, Josielyn Bustamante, Kara Malig, Julissa Rico Ruiz and George White are currently providing project management and staff augmentation services to the City of Pittsburg's Public Works - Engineering Division. Haley & Aldrich engineers are providing these management, design, and project support services on a number of smaller CIP related projects, including completing the update to the city's standards and detail drawings, refurbishment and relocation of a city-owned message sign, the structural plan review of an un-permitted retaining wall on Leland Avenue, multiple traffic items, and entering the current CIP into PlanIt! Software to have the program running successfully for the FY-2023/2024 CIP to be prepared solely in PlanIt! And no longer created and updated manually.

In addition to the aforementioned projects, Mr. Alman is currently providing full-time staff augmentation services as Interim Assistant City Engineer backfilling a vacant position in the Division. Mr. Alman will also be joined by Mr. Bruce Zaeni, PE who will provide staff augmentation services as the Program/Project Manager for a high-profile recreation facility and an update to the City's sanitary sewer masterplan.

On-Call City Engineer Support Services, St. Helena, CA

PROJECT DURATION

June 2023 - Ongoing

SERVICES PROVIDED

- CA DSOD Annual Instrumentation Reporting – Bell Canyon Dam 16-3
- Permit Processing Consulting.
- Geotechnical Engineering - CA DSOD - Bell Canyon Dam 16-3
- Development Plan review
- Update City Standards and Details
- Owner's Representative Services
- AMI Water Meter Upgrade Program
- Sewer design and construction observation.

Haley & Aldrich is currently under contract with the City of St. Helena to provide multiple varied services under an on-call contract with the city's Public Works Department. To date, St. Helena has issued Haley & Aldrich ten purchase orders for a variety of assignments including: Encroachment Permit Program management and permit issuance, enhancing the City's current Encroachment Permit Program, responding to California Department of Safety of Dams (DSOD) for an inquiry the City received from DSOD, assisting with storm-related bank erosion of the Napa River that potentially endangers the City's treatment facility, plan reviewing and commenting for a planned sewer system improvement by a private party applicant, preparing and submitting the Annual Instrumentation Report to DSOD for Bell Canyon Dam, updating the City's engineering standards and standard details, and general engineering assignments (reserved). There are three additional purchase orders in process related to three additional assignments pertaining to Bell Canyon Dam and Reservoir. These individual assignments are handled by various Haley & Aldrich professionals on a case-by-case basis depending upon the type(s) of professional expertise necessary.

Additional Projects completed/in progress for the City of St. Helena:

- Division of Safety of Dams Inspection Report
- Encroachment Permit Process Enhancement
- Jacob Meily Park Regrade and Irrigation
- Streets Master Plan & Downtown Specific Plan RFP Consulting
- Napa Riverbank Restoration
- Madrona Sewer Plan Review
- Engineering Standards Update
- Bell Canyon Dam Annual Instrumentation Report
- Bell Canyon Dam W-109 Intake Tower Replacement
- Bell Canyon Dam DSOD Required Geotech Study
- Water Treatment Plant Permit Compliance (WEIR)
- Owners Representative Services for Bell Canyon Reservoir Bathymetric Survey
- Owners Representative Services for Del Campo Grav Sanitary Sewer Main Replacement
- Owners Representative services for Smart Water Meters
- Owners Representative services for High Priority Pipeline Replacement
- Owners Representative services for Water Treatment Plant Transmission Main Replacement
- Owners Representative services for S25 -01 Flow Monitoring Program
- Bell Canyon Dam Estimate Sediment

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RESUMES

Resumes for *key personnel listed on the Organizational Chart are included in Appendix A.

REFERENCES

City of Dixon
600 East A Street, Dixon, CA 95620
Jim Lindley, City Manager
(707) 678-7000 // jlindley@cityofdixon.us
DBarr@cityofdixon.us

City of Martinez
525 Henrietta Street, Martinez, CA 94553-2395
Eric Figueroa, Former City Manager,
Consultant at Renne Public Management Group
(510) 325-0072 //
efigueroa@rennepublicmanagement.com

City of Pittsburg
65 Civic Avenue, Pittsburg, CA 94565
Richard Abono, PE, Director of Public Works/City Engineer (retired)
(925) 382-6752

City of St. Helena
1088 College Avenue, St. Helena, CA 94574
Joseph Leach, PE, Public Works Director/City Engineer
(707) 690-2793 // jleach@cityofsthelena.org
Lesley Milton, Interim Assistant Director of Public Works, Operations
(707) 968-2658 // lmilton@cityofsthelena.org

RATE SCHEDULE

Haley & Aldrich's standard rate schedule for 2025 is provided below with more extensive information available in Appendix B.

Classification	*Hourly Rate*
Project Support	*$122*
Technician	*$125*
Project Technician	*$135*
Senior Technician	*$145*
Project Controls	*$147*
Staff Professional 1	*$158*
Staff Professional 2	*$177*
Project Professional	*$197*
Technical Specialist	*$205*
Project Manager / Senior Technical Specialist	*$225*
Senior Project Manager / Technical Expert	*$265*
Program Manager / Senior Technical Expert	*$339*
Principal	*$360*
Senior Principal	*$395*

CITY'S STANDARD CONTRACTUAL SERVICES AGREEMENT

Haley & Aldrich's proposed exceptions to City's Standard Contractual Service Agreement are provided in Appendix C.

OTHER RELEVANT INFORMATION

Additional information about our services, professional experience, or staff can be provided by Haley & Aldrich upon the City's request.

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EXHIBIT B

COMPENSATION SCHEDULE

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APPENDIX B

Haley & Aldrich Standard Rate Schedule

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FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

Classification	*Hourly Rate*
Project Support	*$122*
Technician	*$125*
Project Technician	*$135*
Senior Technician	*$145*
Project Controls	*$147*
Staff Professional 1	*$158*
Staff Professional 2	*$177*
Project Professional	*$197*
Technical Specialist	*$205*
Project Manager / Senior Technical Specialist	*$225*
Senior Project Manager / Technical Expert	*$265*
Program Manager / Senior Technical Expert	*$339*
Principal	*$360*
Senior Principal	*$395*

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.

3. Second and Third Shift, Weekend, and Holiday hours will be billed at $40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.

4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.

5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.

6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.

7. Subcontractors will be billed at our cost plus fifteen (15) percent.

8. Equipment and laboratory testing will be billed at rates listed in the attached Equipment and Laboratory Rate Schedules, as applicable.

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EQUIPMENT RATE SCHEDULE

AIR MONITORING EQUIPMENT	Daily	Weekly	Monthly
Drager/Rae Sampling Kit (tubes not included)	$10	$40	$120
Dust Monitor	$100	$400	$1,200
Four-Gas Meter	$43	$172	$516
Photoionization Detector - 10.6 or 11.7 eV	$70	$280	$840
FIELD TESTING	**Daily**	**Weekly**	**Monthly**
Double Ring Infiltrometer	$250	---	---
Field Supplies	$28	$112	$448
Guelph Permeameter	$150	---	---
Inclinometer Readings	$250	---	---
Sand Cone Field Density Kit	$75	$225	$725
pH Meter	$15	$60	$180
Pile Load Testing (per test)	$1,500	---	---
Plate Load Tester (per day)	$50	---	---
Pit Box Test (per day)	$400	---	---
Slug Test Kit (per day)	$350	---	---
Wood Pile Load Testing (per test)	$250	---	---
SAMPLING EQUIPMENT	**Daily**	**Weekly**	**Monthly**
Groundwater Sampling Bundle with Bladder Pump	$315	$1,000	$3,000
Groundwater Sampling Bundle with Peristaltic Pump	$250	$750	$2,100
Groundwater Sampling Bundle with Grundfos Pump	$350	$1,100	$3,100
Rotohammer Drill	$100	$400	---
Soil Sampling or Tank Pull Equipment Bundle	$150	$350	$1,050
Soil Vapor Sampling Bundle	$400	$1,400	$2,600
Turbidity Meter	$20	$80	$240
YSI Meter with Flow Cell	$100	$400	$1,200
WATER LEVEL METERS AND INTERFACE PROBES	**Daily**	**Weekly**	**Monthly**
Barologger	$10	$40	$120
Levelogger	$25	$100	$300
Oil/Water Interface Probe	$50	$200	$600
Water Level Indicator	$20	$80	$240
GEOTECHNICAL INSTRUMENTATION	**Daily**	**Weekly**	**Monthly**
Cone Penetrometer	$15	$60	$180
Crack Monitors - Electronic Datalogger	---	$120	$360
Dynamic Cone Penetrometer	$150	---	---
Electronic Readout Box	$25	$100	$300
Geokon LC-2 Single Channel Logger	---	$80	$240
Geokon - CR 800 Vibrating Wire Datalogger with Modem	---	$100	$300
Geokon GK 401 Vibrating Wire Readout Box	$50	$100	$300
In-Place Inclinometer Rental	---	---	$1,250
Modem	---	---	$250
Nuclear Density Gauge	$100	$300	$900

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EQUIPMENT RATE SCHEDULE (continued)

GEOTECHNICAL INSTRUMENTATION (continued)	***Daily***	***Weekly***	***Monthly***
Power System - Battery	*$5*	*$20*	*$60*
Power System - Solar	*$15*	*$60*	*$180*
Seismograph - Manual	*$75*	*$225*	*$725*
Seismograph - Remote Units	*$100*	*$275*	*$825*
Tiltmeter	---	*$150*	*$450*
Vibration and Sound Monitoring Station	*$125*	*$325*	*$925*
VDV Web Service	---	---	*$200*
UAS DATA ACQUISITION & PROCESSING	***Daily***	***Weekly***	***Monthly***
UAS Digital Imagery Equipment	---	*$200*	*$800*
UAS Digital Imagery w/Ground Control Package (UAS + GNSS)	---	*$300*	*$1,200*
UAS Hyperspectral Equipment	---	*$300*	*$1,200*
UAS Hyperspectral w/Ground Control Package (UAS w/HS + GNSS)	---	*$400*	*$1,600*
LiDAR SCANNING & PROCESSING	***Daily***	***Weekly***	***Monthly***
LiDAR Scanning Equipment (Terrestrial & Aerial)	*$400*	*$1,600*	---
LiDAR Equipment w/Ground Control Package (LiDAR + GNSS)	*$500*	*$2,000*	---
MISCELLANEOUS	***Daily***	***Weekly***	***Monthly***
Camera - Digital	*$10*		
Decontamination Kit (each)	*$50*	---	---
Field Truck (including fuel)	*$95*	*$380*	*$1,140*
Generator	*$50*	*$200*	*$600*
GeoTech Sample Jars 16 oz. (per box)	*$10*	---	---
GPS Unit	*$150*	*$600*	*$1,800*
Harness with Restraint Lanyard	*$40*	*$160*	*$480*
Motorola CP200d Radio (pair)	---	*$35*	*$140*
Personal Protective Equipment - Level C (per person)	*$45*	---	---
R/V Catalyst - 26 Ft Sampling Vessel	*$600*	---	---
Research Nets	*$60*	---	---
Sampling Tubing (roll)	*$20*	---	---
Saximeter II	*$35*	*$140*	*$420*
Sound Level Meter	*$50*	*$200*	*$600*
Tool Trailer	*$300*	---	---

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LABORATORY RATE SCHEDULE

SOIL CLASSIFICATION AND INDEX TESTS	Unit Price
Atterberg Limits - 1 Point	$125
Atterberg Limits - 3 Point	$180
Grain Size - Hydrometer and Sieve Analysis	$300
Grain Size - 200 Wash	$100
Grain Size- Sieve Analysis (Standard Sample)	$125
Grain Size - Sieve Analysis (Bulk Sample)	$150
Grain Size - Hydrometer	$175
Water Content	$25
Organic Content	$75
Specific Gravity	$125
Visual Classification	$15
SOIL MOISTURE-DENSITY TESTS	**Unit Price**
Bulk Density	$100
California Bearing Ratio (CBR)	$650
Proctor - 1 Point	$120
Proctor - 4 Point	$250
Proctor - 4 Point (Cohesive Soil)	$300
SOIL CONSOLIDATION AND STRENGTH TESTS	**Unit Price**
Consolidation - Constant Rate of Strain (CRS)	$650
Consolidation - Incremental	$500
Unconfined Compression	$100
Direct Simple Shear (DSS)	$300
Cyclic Direct Simple Shear (CDSS)	$650
Triaxial Compression - Isotropic Consolidation	$500
Triaxial Compression - Ko/anisotropic Consolidation	$800
Triaxial Compression - Unconsolidated	$300
SURCHARGE RATES	**Unit Price**
Atterberg Limits Dry Prep	$15
Atterberg Limits Organic Classification	$40
Sample Preparation	$120
Triaxial High Pressure (over 100 psi)	$100
Tube Cut (per cut)	$25
Tube Extrusion	$100

Additional H&A Laboratory analyses, pricing, and rush rates available upon request.

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EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to $50 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A

is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any

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person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

DIR REGISTRATION

Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as set forth in Labor Code section 1771.1. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code Section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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APPENDIX A

Key Personnel Resumes

HALEY ALDRICH

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HALEY ALDRICH

SCOTT D. ALMAN, PE, QSD

Principal Engineer

EDUCATION

BS, Civil Engineering, California Polytechnic State University-San Luis Obispo

PROFESSIONAL REGISTRATIONS

2024/California Civil Engineer (PE No. 48104)
Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer (QSD)

PROFESSIONAL SOCIETIES

American Public Works Association (APWA)
California Special Districts Association (CSDA)
South Bay Engineers Club (SBEC)

During his 38-year career, Scott has successfully offered short- and long-term public works director/city engineer staff augmentation services to numerous agencies throughout the region. The Municipal Services group, under Scott's direction is established as a complete city engineering department providing programming, including capital improvements, encroachment permitting, pavement management and preservation, the National Pollutant Discharge Elimination System (NPDES), Caltrans Local Assistance, and much more.

RELEVANT PROJECT EXPERIENCE

City of Benicia, Staff Augmentation Services, Benicia, California. Scott was appointed the City of Benicia's City Engineer by City Manager. As the City Engineer, Scott worked directly for the Public Works Director and Engineering staff. A recent notable project included East H Street sewer repair.

City of Pittsburg, Staff Augmentation Services, Pittsburg, California. Scott was appointed the City of Pittsburg's City Engineer by City Manager. As the City Engineer, Scott worked directly for the Public Works Director and Engineering staff. Recent notable projects included Premier Fields Soccer Complex and the Water Treatment Plant Filter Gallery Replacement.

City of Dixon, Staff Augmentation Services, Dixon, California. Scott was appointed the City of Dixon's director of utilities / city engineer by City Council action and Scott worked directly for the City Manager, Jim Lindley, and was responsible for the City's Encroachment and Utility permit programs, Capital Improvement Program and budgets, assessment district administration and operations, pavement management, and all development review within the City. Scott attended City Council meetings as necessary and attended weekly executive staff meetings.

City of Martinez, Staff Augmentation Services, Martinez, California. Scott was appointed the City of Martinez's city engineer by City Council action. As the City Engineer, Scott worked directly for the City Manager, Eric Figeuroa, and was responsible for the City's Encroachment and Utility permit programs, Capital Improvement Program and budgets, assessment district administration and operations, pavement management, Measure M and Measure J funds, and all development review within the City. Scott attended City Council meetings as necessary and attended weekly staff meetings at City Hall.

City of Clayton, Staff Augmentation Services, Clayton, California. Scott was appointed the City of Clayton's City Engineer by City Council action. As the City Engineer, Scott worked directly for the City Manager and was responsible for the City's Encroachment and Utility permit programs, Capital Improvement Program and budgets, assessment district administration and operations, pavement management, and all development review within the City. Scott attended City Council meetings as necessary and attended weekly staff meetings at City Hall.

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HALEY ALDRICH

BRUCE B. ZAENI, P.E.

Senior Technical Expert, Civil Engineer

EDUCATION

Graduate studies, Business Administration, University of Houston
B.S., Civil Engineering, University of Houston

PROFESSIONAL REGISTRATIONS

1991/ CA: Professional Engineer (Reg. No. 48663)

PROFESSIONAL SOCIETIES

American Public Works Association, member

SPECIAL STUDIES AND COURSES

American Red Cross First Aid Training and CPR Course

Bruce has over 35 years of progressive and successful experience in engineering design, project management, program management, team leadership, and business operations. He began his professional engineering career as a highway design engineer for the Texas Department of Transportation. Over the years, he has managed various types of transportation and public works projects for local communities in the Bay Area. He has held positions with private engineering firms as well as in the public sector. He has been responsible for managing over 20 staff members and delivery of tens of millions of dollars of capital improvement and transportation projects to public agencies and private clients. He has provided public testimony as well as public outreach and town hall presentations in support of his projects. He is familiar with local, state, and federal transportation issues and has successfully navigated his way through them in the past. Over the years, he has developed effective skills in team leadership, contract negotiation, project management, financial management, public speaking and presentation, personnel management, and public and client relations. He has a great understanding of the public project process and believes in building consensus among stakeholders as a key requirement of any successful public endeavor.

RELEVANT PROJECT EXPERIENCE

Capital Improvement Project (CIP) and Program Management, Pittsburg, California. As program manager, Bruce assisted the city engineer with organizing and managing several large projects that were being developed by the City during the 2022-2024 CIP cycle including the $50 million water treatment plant upgrade, $15 million Premier Fields sports complex, electric vehicle infrastructure, and fleet vehicle upgrades. He also assisted City staff with many more projects, including the Railroad Avenue Beautification project, HSIP Cycle 10 Citywide Roadway Improvements, City Council Chamber Upgrades, Buchanan Road Slope Repair, and James Donlon Blvd Extension project.

Capital Improvement Project Design and Management, San Bruno, California. As program manager, Bruce assisted the city engineer with organizing and managing the city's CIP projects for fiscal year 2002-03. He provided project leadership for a variety of projects including waterline replacements, storm drain modifications, new water storage tank study, traffic signal modification, and downtown beautification and signage. He coordinated the projects with affected departments and outside agencies such as Caltrans and City of San Francisco Public Utilities. Most tasks were completed utilizing a combination of in-house city staff and outside consultants, which were hired to perform specific design tasks under the prime contractor's management and supervision. Bruce's responsibilities included negotiation with and hiring of consultants to perform necessary services in support of ongoing City projects. He also provided design guidance and training to city staff as part of an effort to increase in-house design and production capabilities. Total cost of projects managed as part of this assignment was estimated at $5 million.

Las Positas College, Livermore, California. Bruce managed the civil engineering portion of this $8 million infrastructure improvement and expansion project including new roadways, waterlines distribution system, storm drain collection system, and sanitary sewer collection system.

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HALEY ALDRICH

LYNNE FILSON, PE, TE, LS

Senior Technical Expert, Civil Engineer

EDUCATION

BS, Civil Engineering, University of Wyoming-College of Engineering and Applied Sciences

PROFESSIONAL REGISTRATIONS

2024/CA: Civil Engineer (PE No. 45681)
2025/CA Traffic Engineer (TS No. 1570)
2025/CA: Land Surveyor (LS No. 7719)

Lynne leverages more than 30 years of experience in traffic engineering, civil engineering, and development and planning to deliver impressive results. Lynne's diverse background in public works, engineering, and land surveying plays a vital role in a variety of projects, from multifamily developments to road widening. She assists city engineers and provides on-call services for cities with no traffic engineer on staff. Lynne specializes in in traffic engineering, final and parcel maps, and roadway and utility plans.

RELEVANT PROJECT EXPERIENCE

City of Dixon, Staff Augmentation, Dixon, California. With knowledge of traffic engineering and municipal processes, Lynne was able to "hit the road running" with staff augmentation services for the City of Dixon, who lost their Senior Engineer to Solano County. Tasks included the review of the development and capital improvement projects (CIP) plans, researching and analyzing traffic issues, and preparing staff reports to the Transportation Advisory Committee and the City Council. When their new Engineer (from out-of-state) began, she provided assistance bringing her up to speed with the City of Dixon, Solano County, and State of California standards and requirements.

Shea Homes, Mountain House (San Joaquin County), Mountain House, California. Mountain House is a master-planned community in San Joaquin County. After approval of the conceptual layout of the project and determination of the needed infrastructure, the next step was the actual design of the community. As traffic engineer/civil engineer, Lynne was actively involved in this step of the project and prepared a number of the tentative maps, final maps, and grading and improvement plan sets for the various subdivisions. She prepared or reviewed the traffic engineering design for all of the subdivisions of the Mountain House development. These plans included signing and striping, traffic signals, and lighting. She also prepared timing cards for the traffic signals and provided signal turn-on support.

City of Pittsburg, Staff Augmentation, Pittsburg, California. With the retirement of the City of Pittsburg's traffic engineer, the director of public works/city engineer requested Lynne's assistance in mentoring the city's junior engineer in the area of traffic engineering. Projects have included the review of street lighting for a new subdivision and citizen complaints.

City of Antioch, Various Project, Antioch, California. Lynne worked 9 years as the City Traffic Engineer and 4.5 years as the Assistant City Engineer II. As traffic engineer, Lynne was responsible for traffic signal maintenance and operations, signing and striping modifications, preparing and reviewing traffic impact analyses and CEQA document for new developments and CIP, responding to citizen requests, representing the City at regional transportation meetings, preparing grant applications and managing projects with grant funding, managing other traffic related CIP projects, and all other aspects of a city traffic engineering division. As the Assistant City Engineer II, Lynne was the manager of the engineering division including of development engineering, capital improvements, public works inspection, clean water, GIS, lighting and landscape maintenance districts, and encroachment permits. Management tasks included presenting staff reports at City Council meetings, overseeing grant applications and grant projects, negotiating development agreements for large subdivision projects.

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HALEY ALDRICH

NANCY E. GARDINER, CPESC, QSD/QSP, QISP, TOR

Senior Technical Expert

EDUCATION

M.S., Hydrogeology, University of Wisconsin-Madison
A.B., Geology, Smith College

PROFESSIONAL REGISTRATIONS

2008: Certified Professional in Erosion and Sediment Control (CPESC) (No. 4690)
2011: Qualified SWPPP Developer/Practitioner (QSD/P) (No. 21022)
2015: Qualified Industrial Storm Water Practitioner (QISP) and Trainer of Record (No. 38)

Nancy is passionate about the storm water management field because it is constantly evolving. Whether she's working on a large municipal program, a small industrial manufacturing facility, or a multifaceted redevelopment project—it's never boring. Nancy thrives on complex projects, especially those with physical site constraints or site-specific permitting requirements. Known for her expertise and commitment to client service, Nancy has more than 25 years of consulting experience spanning all Haley & Aldrich markets. Beyond meeting compliance requirements and permit deadlines, Nancy enjoys partnering with clients to build trusted, long-term relationships, some of which span nearly two decades.

RELEVANT PROJECT EXPERIENCE

SCE, Cerritos Channel Transmission Lines Relocation Project, Long Beach, CA. Nancy recently served as the construction storm water compliance lead and QSD for this project, which involved the relocation of electric power transmission lines across a major shipping channel within the Port of Long Beach. She coordinated between SCE and the Port in meeting the requirements of both the Construction General Permit (CGP) and the City of Long Beach storm water MS4 permit, including making real-time recommendations for site improvements and BMPs to address potential water quality concerns.

Confidential Aerospace Company, Storm Water Management Program, Southern CA. Nancy is the program manager for a comprehensive storm water management program at a large site that is covered under an individual storm water NPDES permit. For the past eight years, she has managed all activities associated with storm water permit implementation, monitoring, and reporting. Drainage from most of the site has been modified to route storm water into ponds for processing through storm water treatment systems prior to discharge. Nancy prepared erosion and sediment control plans (ESCPs) to address erosion along hillsides and unpaved roads. She recently supported the client in preparing a report of waste discharge and permit renegotiation.

Santa Clara Valley Transportation Authority, Storm Water and Utility Vault Permit Compliance Services, San Jose, CA. Nancy is the technical director for a storm water compliance program at three bus maintenance facilities and a light rail facility. She evaluates monitoring data, consults with the client on BMP selection, develops training programs, and prepares annual reports and exceedance response action (ERA) reports. She also assists with the implementation of the Underground Vault General Permit for the management of water in subsurface electrical vaults.

California Department of Transportation (Caltrans) Statewide Storm Water Management, Monitoring, and Research and Development, California. Nancy played a major role in one of the nation's largest and highest profile storm water programs, beginning with the development of a Clean Water Act litigation settlement agreement. She conducted numerous technical tasks and studies, including storm water monitoring, BMP design and research, facility pollution prevention plans and water pollution control plans (WPCPs), training programs, and guidance manuals over a period of 18 years.

Fresno Metropolitan Flood Control District, Regional MS4 Management Program, Fresno, CA. As project manager for the district's storm water MS4 permit compliance program, Nancy managed and implemented a comprehensive area-wide stormwater management plan, including conducting NPDES permit negotiations, developing a master storm water model ordinance, supervising water quality monitoring, and developing guidance materials for industrial and construction activities throughout the Fresno-Clovis area.

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HALEY ALDRICH

RONALDO A. LONGORIA, P.E.

Project Manager, Civil Engineer

EDUCATION

B.S., Civil Engineering, Monterrey Institute of Technology and Higher Education, 2014

PROFESSIONAL REGISTRATIONS

90204/ CA: Civil Engineer (Reg. No. 90204)

144745/ TX: Registered Professional Engineer (Reg. No. 144745)

FAA: Certified Commercial Part 107 UAS Pilot (Reg. No. 4224500)

Ronaldo has eight years of professional experience providing civil engineering services for transportation, water systems, and geotechnical projects, as well as providing construction management services for several geotechnical stabilizations and emergency repair projects. His projects have included repairs of landslides, retaining wall design, pavement design, and site development design. Ronaldo is a Registered Professional Engineer in California and Texas and a Certified Commercial Part 107 UAS Pilot.

RELEVANT PROJECT EXPERIENCE

City of Walnut Creek, Rudgear Drive Retaining Wall Replacement, Walnut Creek, California. Ronaldo served as lead design and construction manager, on behalf of the City of Walnut Creek, to replace a failing retaining wall with a soldier pile retaining wall with tieback anchors to stabilize a private property affected by a previous landslide in Walnut Creek, California. Work included reviewing published geotechnical data, geotechnical analysis and design, preconstruction meeting coordination, periodic site inspection and testing required during construction, materials submittal review and approval, providing RFI responses to contractor and coordination of a project closeout meeting.

Coastal Civil Engineering, Cavendish Lane Improvement Project, Oakland, California. Ronaldo provided geotechnical engineering, design, and engineering inspection and testing services during construction for the replacement of a failed retaining wall that supports a residential street in the Oakland hills.

Santa Clara County Water District, Guadalupe Dam Seismic Retrofit Design, Los Gatos, California. Ronaldo provided civil and geotechnical design services for the relocation of Hicks Rd and the new crest access roads as part of the Valley Water Guadalupe Dam Seismic Retrofit Project. Work included collecting published geotechnical and traffic data, geometric and pavement design, and preparation of PS&E.

Kleinfelder/Alameda County Flood Control and Water, Zone 6 Line E Channel Improvements, Fremont, California. Ronaldo provided civil and geotechnical design services for the channel widening improvements between I-880 and Cushing Parkway in Fremont, California. The improvements consisted of floodwalls with varying configurations, existing levee degrade, multiple pipe penetration and construction of maintenance bridges and access roads. Work included collecting published geotechnical data, retaining walls design, and preparation of PS&E.

City of Pleasanton Intersection Improvements, Pleasanton, California. Ronaldo provided geotechnical engineering for design of a retaining wall required at Sunol Boulevard and three monuments as part of the Capital Improvements Project 17556 of the City of Pleasanton, California. Work included collecting published geotechnical data, completing geotechnical subsurface investigation, foundation analysis, and providing construction recommendations.

City of Dublin, Dublin Crossing Construction Inspections and Observations, Dublin, California. Ronaldo provided construction management services to the City of Dublin during the construction of the water distribution system of the Dublin Crossing Subdivision. Services include full-time observations during RCP pouring and documentation of progress, assistance with coordination of City of Dublin staff, general contractor, and subcontractors, and review field test results and protocols.

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HALEY ALDRICH

GARY L. MOCHIZUKI, PE, SE

Senior Technical Expert, Structural Engineer

EDUCATION

M.S., Structural Engineering, University of California-Berkeley
B.S., Civil Engineering, University of California-Berkeley

PROFESSIONAL REGISTRATIONS

CA: Structural Engineer (Reg. No. S3164)
CA: Civil Engineer (Reg. No. C30684)
LEED Accredited Professional

Gary is an award-winning structural engineer licensed in the State of California. He has over 30 years of experience as the lead structural engineer in the design and analysis of buildings, retaining walls, tanks, equipment and utility supports and bridges. He has evaluated damage to hundreds of structures subjected to earthquakes, extreme wind, landslides, vehicular and falling object impact, water intrusion and foundation movement; and he has designed repairs to many of these structures.

RELEVANT PROJECT EXPERIENCE

San Ramon School District, Seismic Retrofit, Walt Disney Elementary School, San Ramon, California. The building consisted of concrete masonry unit (CMU) walls and a wood roof. Gary acted as a consulting structural engineer for the Seismic retrofit of the gymnasium. The retrofits of the walls and roof of the gymnasium were designed per the ASCE 41 requirements.

Contra Costa Electric, Structural Support of Electrical Equipment, Kaiser Permanente Data Center, Pleasanton, California. The data center holds all the medical records of Northern California Kaiser Permanente Health Care Company. The project consisted of the design of structural supports for all the electrical equipment and distribution lines to be operable following a maximum credible earthquake. Gary acted as the project manager and lead structural engineer for the project.

City of Daly City Reservoir 5B Seismic Performance Improvements Project, Daly City, California. The project consisted of a partially buried large covered reinforced concrete reservoir that was built in 1974. The reservoir holds more than half of the water available in the water district. Due to damages to the structure and changes to the building code the City decided to retrofit the reservoir. Gary performed a structural engineering peer review of the retrofit design on behalf of the City.

Mercy Housing of California, Carter Terrace Housing, San Francisco, California. The project consisted of a large housing development located in a large cut of the bottom of a hill. As the structural engineer on the City of San Francisco Structural Advisory Panel, Gary did a peer review of all structural aspects of the design including building foundations, retaining walls and rock catchment fences.

City of San Francisco Port Authority, Structural Evaluation, Piers 9, 15, 33, 35, 45, 50. Gary was the lead engineer to determine the feasibility and cost effectiveness of adding solar panels on the roofs of each port building.

Allstate Insurance Company, Structural Damage Assessment, San Francisco Bay Area, Greater Los Angeles Area. Gary was the lead structural engineer for the Structural Damage Assessment of 100s of residences following the 1989 Loma Prieta and 1994 Northridge Earthquakes.

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HALEY ALDRICH

CHRIS HOCKETT, P.E., G.E.

Technical Expert, Geo-Civil Engineer

EDUCATION

M.S., Civil Engineering, San Jose State University
B.S., Civil Engineering, California Polytechnic State University, San Luis Obispo

PROFESSIONAL REGISTRATIONS

2007/ CA: Civil Engineering (Reg. No. 71938)
2011/ CA: Geotechnical Engineer (Reg. No. 2928)

Chris brings more than 19 years of geotechnical engineering and civil design experience in public infrastructure projects such as roadways, bridges, lateral earth retaining systems, and hydraulic structures. He has prepared foundation reports for bridges and retaining walls, data and design reports for trenchless undercrossings, and designs for major and minor transportation infrastructure in rural settings and steep terrain. Chris has experience interfacing with Caltrans on state- and locally funded projects and projects within the Caltrans right-of-way.

RELEVANT PROJECT EXPERIENCE

Tuolumne County Community Resources Agency, Storm Damage Road Repairs, Tuolumne County, California. Chris was principal-in-charge for emergency storm damage repair projects under an on-call contract with Tuolumne County. The project consisted of stabilizing Buchanan Lane, Italian Bar Road, and Marshes Flat Road using gabion baskets, Hilfiker retaining walls, and a reinforced concrete retaining walls with ground anchors and soil nails. The project also included periodic UAS flights to evaluate the extent of the damage and to monitor construction progress the installation of rock fall netting on the upslope side of Marshes Flat Road. Chris managed civil design, provided technical review, and supervised construction management services.

City of Richmond c/o NCE, Rifle Range Road Stabilization, Richmond, California. Chris served as lead civil and geotechnical engineer for the City of Richmond, providing geotechnical engineering and structural design services for a landslide that had destabilized and caused the loss of pavement on the downslope of the roadway. Work included geotechnical analyses, foundation reports, and PS&E.

Alameda County Flood Control District, Trenchless Culverts Below I-880, Fremont, California. Chris was the project manager and lead design engineer for twin 60-inch culverts below I-880 to increase the stormwater conveyance capacity of Laguna Creek (Zone 6, Line E) for the Alameda County Flood Control and Water Conservation District. He completed geotechnical data and design reports and provided civil and structural design services for the upstream and downstream concrete transition structures. The project design included tunneling below the freeway using steel rib and lagging casing with less than 5 feet of cover. The project was designed jointly by District staff and Haley & Aldrich staff and was reviewed and approved by Caltrans.

Alameda County Flood Control & Water Conservation, Ardenwood Creek, Fremont, California. Chris was the project manager for design of flood control improvements. The improvements consisted of installing box culverts and pipe culverts below Ardenwood Boulevard and Paseo Padre Parkway. Chris managed and designed the project, including preparation of PS&E.

Alameda County Flood Control and Water Conservation, Castro Valley Creek Bank Distress, Castro Valley, California. Chris was the quality control manager and technical reviewer for a geotechnical investigation and preparation of a geotechnical report, design concept report, and complete PS&E to stabilize an existing log crib retaining wall below a driveway/parking lot along Castro Valley Creek in Castro Valley. The stabilization measures included installing a sheet pile retaining wall, grouting the existing voids, and designing a reinforced concrete cap that incorporates a concrete curb. Chris designed the sheet pile wall and concrete cap to support the driveway independently of the redwood crib wall.

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HALEY ALDRICH

MARK MYERS, P.E., G.E.

Senior Technical Expert, Geotechnical Engineer

EDUCATION

M.S., Civil Engineering (Geotechnical), University of California-Davis
B.S., Civil Engineering, Case Western Reserve University

PROFESSIONAL REGISTRATIONS

CA: Civil Engineer (Reg. No. 57494)
CA: Geotechnical Engineer (Reg. No. 2580)

Mark is a registered civil and geotechnical engineer with 27 years of experience providing geotechnical services for treatment plants, sanitary districts, and other public agencies in and throughout the Bay Area. He has successfully managed and planned small and large projects for public agencies and has extensive knowledge as a project manager in the design of slope stabilization, reinforced earth structures, and retaining walls. Mark specializes in liquefaction hazard evaluation and abatement. He has experience in reinforced earth slopes and retaining walls, reinforced concrete, reinforced masonry, soil nails, tiebacks, and composite structures design, and evaluation and repair and/or stabilization of landslides.

RELEVANT PROJECT EXPERIENCE

City of San Ramon, Ryan Industrial Court Peer Review, San Ramon, California. Mark completed a geotechnical review of the grading and improvement plans for the construction of the proposed 48-unit townhouse project located at the end of Ryan Industrial Court. The project included construction of 16 new townhouse buildings on the property. Each building will have three units and parking will be provided by both garages and along the street, which runs down the center of the project. Two water quality ponds are proposed along the southeast side of the property. Several retaining walls will be required to establish the desired grades for the project. The rough grading plans estimate 16,200 cubic yards of cut and 3,400 cubic yards of fill resulting in a net cut of 12,800 cubic yards.

Subdivisions Peer Review, Contra Costa County, California. Mark provided geotechnical peer review for residential subdivisions projects for cities and county agencies. Services included review of geologic and geotechnical reports and plans of control for geologic hazard abatement districts analysis of aerial photography observations of geotechnical borings and test pits; downhole logging of large-diameter borings; analysis of laboratory test data; and meetings with agency personnel and appearances before planning commissions, design review boards, and city councils.

City of Dublin, East Ranch, Dublin, California. Mark and team are currently conducting a geotechnical and geologic peer review for the East Ranch residential development in Dublin. The project includes on-site and off-site improvements and the installation of backbone utilities. Mark and team previously peer reviewed the adjacent developments as part of our long-term relationship with Dublin providing on-call services.

Alhambra Highlands Peer Review, Martinez, California. Mark and team have been performing geotechnical peer review services for the project through several iterations over a couple decades. The latest iteration of the project has been in 2021 and 2022. Our review work included the review of the project geotechnical report and improvement plans, retaining wall plans, and geologic hazard abatement district documents. If passed, a ballot measure on the June 2022 elections will result in a parcel tax purchasing the property for open space. If not, the developer plans to move forward with development.

Alameda County Public Works Agency, Emergency Response – Roadways, Alameda County, California. Mark was the project manager and lead geotechnical engineer under an on-call contract with Alameda County for six emergency site assessments after the 2022-2023 storms caused significant damage to the county's roadway infrastructure in the areas surrounding cities. The damage included sites along A Street, Redwood Road, Foothill Road, Lake Chabot Road, and Stanley Boulevard. Haley & Aldrich prepared a site assessment report for each site. Each site assessment report included discussing the cause of the damage, emergency opening and permanent restoration recommendations, and conceptual plans and estimates. These reports assisted the County in obtaining FEMA funding.

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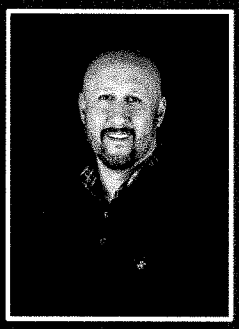
CESAR LARA



CONTACT

5451 Degnan Drive
Martinez, CA, 94553
925-494-8539

CERTIFICATIONS

- SWPPP
- Caltrans 8-Hour Safety Training
- OSHA Training
- APWA Inspector Training

KEY KNOWLEDGE AREAS

- Pavement preservation products and application
- PMP
- Street Saver
- Pavement Distress
- All Pavement Preservation Products
- Quality control
- Inspection
- Value engineering

KEY SKILLS

- Bi-Lingual
- Pavement distress assessment
- Development and delivery of presentations for staff and city council

SUMMARY

Experienced Pavement Preservation Specialist with 15 years in materials, applications, and development of cost-effective preservation plans and inspection. Helping agencies raise PCIs and maximize the value of their tax dollars through practical, real-world solutions inspired me to start my own firm.
"Equity-Driven Management for Lasting Pavements "
-CAL Pavement Management

EXPERIENCE

PRINCIPAL/CEO – CAL PAVEMENT MANAGEMENT • 2023–PRESENT

CAL Pavement Management • Martinez, CA

Started CAL Pavement Management in September 2023 to continue to assist clients with creating and implementing long-term pavement preservation programs. Focus areas include the following:

- Pavement preservation strategy selection, including processes and implementation
- Pavement program plans and mapping
- Specifications
- Inspection

Clients: City of Vacaville, City of Mill Valley, City of San Rafael, City of East Palo Alto, and Marin County

PAVEMENT MAINTENANCE PROGRAM MANAGER • OCT 2022–OCT 2023

UNICO Engineering • Folsom, CA

Managed client PMP and inspection. Responsible for business development for pavement services.

- City of San Rafael – Survey, management, and inspection
- City of Mill Valley – Inspection and project management

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SCOTT DMYTROW
ROADVOCATE™

CONTACT

8126 Holm Oak Way
Citrus Heights, CA
916.825.9415
scott@pavementaces.com

REGISTRATION

Pavement Preservation Specialist – Roadvocate™

KEY FOCUS AREAS

- Asphalt Pavement Preservation and Maintenance
- Specification Development
- Training Development and Delivery
- Emulsion Materials
- Partnering
- Inspection

TREATMENT SPECIALTIES

- Chip Seals (Emulsion and Hot Applied)
- Slurry Seals
- Micro Surfacing
- Scrub Seals
- Cape Seals
- Multi-layer Systems
- Bonded Wearing Course (BWC)
- Interlayers
- Warm Mix Asphalt (WMA)
- HMA
- RHMA

SUMMARY

33+ years of experience partnering, supplying, and installing asphalt pavements and maintenance treatments for state DOTs, counties, and cities while working with, and for, contractors and suppliers.

EXPERIENCE

CHIEF OPERATING OFFICER • 2023 -PRESENT

Pavement ACES • Citrus Heights, CA

Responsible for the following:

- Worked with owner to incorporate and launch business all aspects of business, including insurances and accounting.
- Development of startup company infrastructure, including websites, social media, marketing, sales, CRM, etc.
- Work with local agencies to determine needs assessments and proposed products for use on streets and roads
- Budgeting, mapping (using Arc GIS Pro) for agencies
- Work within agencies Street Saver to develop budget scenarios for proposed treatments
- Pavement Preservation and Maintenance education and development and training nationwide working with AEMA/ISSA/ARRA and PPRA

SENIOR VICE PRESIDENT – BUSINESS DEVELOPMENT • 2019–PRESENT

Prism Worldwide • Kirkland, WA

Responsible for the following:

- Business strategy for development and launch of new ground tire rubber asphalt additives for use in roofing and roadways
- Development of startup company infrastructure, including materials for websites, social media, marketing, sales, CRM, etc.

Certificate Of Completion

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Newark, CA 94560
brett.oeverndiek@newark.org
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Scott Alman SAlman@haleyaldrich.com Principal Engineer Security Level: Email, Account Authentication (None)	Signed by: Scott Alman 99D3FCAC6CEE48F... Signature Adoption: Pre-selected Style Using IP Address: 174.215.19.210	Sent: 5/16/2025 10:35:10 AM Viewed: 5/16/2025 1:12:20 PM Signed: 5/16/2025 1:21:02 PM
Electronic Record and Signature Disclosure: Accepted: 5/5/2025 8:15:42 AM ID: 312b4c76-a5db-44c1-8c56-3211741aba89		
Kristopher Kokotaylo kristopher.kokotaylo@redwoodpubliclaw.com Security Level: Email, Account Authentication (None)	Signed by: kristopher kokotaylo ABDB916180E345C... Signature Adoption: Pre-selected Style Using IP Address: 50.145.38.134	Sent: 5/16/2025 1:21:05 PM Viewed: 5/16/2025 3:18:00 PM Signed: 5/16/2025 3:18:53 PM
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David J. Benoun david.benoun@newark.org NEWARK CITY MANAGER David Benoun Security Level: Email, Account Authentication (None)	DocuSigned by: 075767B2C2304C4... Signature Adoption: Drawn on Device Using IP Address: 98.248.120.11	Sent: 5/16/2025 3:18:56 PM Viewed: 5/16/2025 3:23:39 PM Signed: 5/16/2025 3:23:44 PM
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Sheila Harrington sheila.harrington@newarkca.gov Security Level: Email, Account Authentication (None)	Signed by: Sheila Harrington 509DE0E356384EE... Signature Adoption: Pre-selected Style Using IP Address: 50.145.38.134	Sent: 5/16/2025 3:23:47 PM Resent: 5/21/2025 8:12:55 AM Viewed: 5/21/2025 8:23:03 AM Signed: 5/21/2025 8:23:17 AM
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Agent Delivery Events	**Status**	**Timestamp**
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Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	5/16/2025 10:35:10 AM
Certified Delivered	Security Checked	5/21/2025 8:23:03 AM
Signing Complete	Security Checked	5/21/2025 8:23:17 AM
Completed	Security Checked	5/21/2025 8:23:17 AM
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.

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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

Memorandum

DATE: August 24, 2026

TO: David J. Benoun, City Manager

VIA: Howard Young, Public Works Director

FROM: Scott Alman, Interim Maintenance Superintendent

SUBJECT: Approval of Landscape Maintenance Services Agreement with Gachina Landscape Management, Inc. Covering Five Fiscal-Year Pricing Periods Through June 30, 2031, in an Amount Not to Exceed $2,275,000

EXECUTIVE SUMMARY

Staff recommends that the City Manager approve and execute a Landscape Maintenance Services Agreement with Gachina Landscape Management, Inc. under the authority granted during the City Council's August 2026 recess.

The agreement will become effective upon execution and expire June 30, 2031. Services will begin following approval of the required insurance and issuance of a written Notice to Proceed. The agreement establishes $1,908,508.69 in base-maintenance contract capacity and $366,491.31 for anticipated authorized extra work, for a total amount not to exceed $2,275,000.

Staff evaluated the proposals and recommends award of this contract to Gachina Landscape Management, Inc, as the lowest responsive, responsible bidder consistent with Newark Municipal Code Section 3.04.070.

BACKGROUND

On May 5, 2026, the City issued a Request for Proposals for landscape maintenance services at 53 City-owned and Landscaping and Lighting District service areas totaling approximately 1,517,975 sq ft. The required services include routine landscape maintenance, irrigation system operation and repair, litter and debris removal, weed control, pruning, fertilization, hazard response, and authorized extra work.

The City received proposals from Gachina Landscape Management, Inc. and Forster & Kroeger Landscape Maintenance, Inc. The solicitation provided for selection of the responsive and responsible proposer whose proposal was most advantageous to the City.

Resolution No. 11,796, adopted December 11, 2025, authorizes the City Manager or designee to approve agreements for budgeted projects and services during the City Council's August 2026 recess. Approval during the recess will support continuity of the City's landscape maintenance services.

DISCUSSION

Proposal Evaluation

The following table compares the first-year prices and the sum of the five annual prices submitted or confirmed by each proposer. The comparison excludes anticipated extra work.

PROPOSAL COMPARISON

Proposer	First-Year (Monthly)	First Annual	Sum of Five Annual Prices
Gachina Landscape Management, Inc.	$30,866.94	$370,403.28	$1,908,508.69
Forster & Kroeger Landscape Maintenance, Inc.	$95,600.00	$1,147,200.00	$6,152,232.00
Difference:	$64,733.06	$776,796.72	$4,243,723.31

Gachina's five year proposal price total is $4,243,723.31, or approximately 69 percent, lower than Forster & Kroeger's total. Gachina's pricing covers consecutive fiscal-year pricing periods through June 30, 2031. Forster & Kroeger's total represents the sum of its initial year and four renewal-year prices, which do not cover identical dates.

Gachina reports more than 35 years of landscape maintenance experience, more than 375 employees, California C-27 Landscape Contractor License No. 473815, and Department of Industrial Relations Registration No. 1000018085. The firm has provided landscape maintenance services to Newark since 2018 and has experience with comparable municipal and institutional contracts.

Gachina identified the supervisory personnel, irrigation staff, maintenance crews, vehicles, equipment, and emergency-response resources needed to perform the work. Based on its price, qualifications, experience, available resources, and familiarity with Newark's landscape system, staff determined that Gachina submitted the proposal most advantageous to the city.

Before executing the agreement, staff will complete the procurement record, including verification of the receipt, completeness, and responsiveness of each proposal.

Pricing and Contract Term

The five fiscal-year base-maintenance pricing (monthly and annual) is summarized below.

FIVE FISCAL-YEAR PRICING SCHEDULE

Fiscal Year	Monthly Amount	Annual Amount
Fiscal Year 2026/2027	$30,866.94	$370,403.28
Fiscal Year 2027/2028	$30,866.94	$370,403.28
Fiscal Year 2028/2029	$31,638.61	$379,663.36
Fiscal Year 2029/2030	$32,429.58	$389,154.95
Fiscal Year 2030/2031	$33,240.32	$398,883.82
	Total Five Years:	$1,908,508.69

The stated annual amounts will control if minor rounding differences occur between monthly and annual totals.

The agreement will become effective upon execution and expire June 30, 2031. Services will begin only after the City approves the required insurance and issues a written Notice to Proceed. The Fiscal Year 2026/2027 amount is an annualized ceiling. The city will pay only for services performed after the Notice to Proceed and will prorate compensation for a partial first month.

The agreement covers five fiscal-year pricing periods but will span less than 60 calendar months because services will begin after July 1, 2026. The final contract structure remains subject to City Attorney approval.

Contract Requirements and Extra Work

The agreement requires Gachina to comply with the City's maintenance frequencies, monthly irrigation inspections, emergency-response obligations, reporting requirements, and deficiency-correction procedures. The agreement and its exhibits will control if Gachina's proposal narrative or preliminary schedule conflicts with a contract requirement.

The agreement includes $366,491.31 for anticipated extra work associated with forthcoming landscape amenities, changes to service areas, irrigation modifications, plant installation, replacement materials, and other authorized services. This allowance does not guarantee work or payment. The city must authorize extra work in writing and confirm the scope, pricing basis, and available funding before work begins.

	Escalator:	0	0	2.5%	2.5%	2.5%	
Location	Monthly	Year 1	Year 2	Year 3	Year 4	Year 5	Total
L&L 19	$266	0	$3.192	$3,272	$3.354	$3,437	$13,255
L&L 20	$1,000	0	0	$12,300	$12,608	$12.923	$37,830
L&L 21	$1,000	0	0	$12,300	$12,608	$12.923	$37,830
Old Town	$1,000	0	$12,000	$12,300	$12,608	$12.923	$49,830
Grand Park	$5,000	0	0	$61,500	$63,038	$64,613	$189,151
Transit Transfer	$1,000	0	0	$12,300	$12,608	$12.923	$37,830
						Total:	$365,727

** Increase $365,727 to $366,491.31 to provide an even $2,275,000 not to exceed contract

amount.

Contract Administration

Before the City issues a Notice to Proceed, Gachina must provide satisfactory evidence of the required insurance and endorsements, maintain applicable licenses and Department of Industrial Relations registration, obtain a City of Newark business license, and submit the remaining contract documents.

FISCAL IMPACT

The agreement consists of the following amounts:
Base-maintenance contract capacity: $1,908,508.69
Possible authorized extra work: $366,491.31
Total agreement amount not to exceed: $2,275,000.00
Actual base-maintenance payments will reflect services performed after the Notice to Proceed and may be less than the stated contract capacity. The extra work allowance is not a guaranteed expenditure.

Staff has verified that the current budget has sufficient appropriations for this contract and the work planned for the current biennial budget cycle. Future fiscal years will be budgeted accordingly to ensure sufficient funding is available to support the remaining term of the contract. The City will charge routine maintenance to approved operating budgets for City-owned properties and Landscaping and Lighting District service areas. The city will charge extra work to the applicable operating, district, development, or project budget. Payments remain subject to available appropriations and written work authorization.

RECOMMENDATION

Staff recommends that the City Manager, acting under the authority granted during the City Council's August 2026 recess, approve and execute a Landscape Maintenance Services Agreement with Gachina Landscape Management, Inc., effective upon execution and covering five fiscal-year pricing periods through June 30, 2031. The agreement will provide base-maintenance contract capacity of $1,908,508.69 and $366,491.31 for anticipated authorized extra work, for a total amount not to exceed $2,275,000.

Staff further recommends authorizing the Public Works Director or designee to administer the agreement and approve extra work within available appropriations, subject to City Attorney approval and verification of the required contract documents before issuance of the Notice to Proceed.

CITY MANAGER AUTHORIZATION

Pursuant to Newark Resolution No. 11,796 and the authority granted during the City Council's August 2026 recess, I approve and authorize execution of the Landscape Maintenance Services Agreement with Gachina Landscape Management, Inc. through June 30, 2031, in an amount

not to exceed $2,275,000. I also authorize the Public Works Director or designee to administer the agreement and approve extra work within available appropriations, subject to City Attorney approval and verification of the required contract documents before issuance of the Notice to Proceed.

David J. Benoun, City Manager

8.31.24

Date:

REQUEST FOR PROPOSAL

LANDSCAPE MAINTENANCE SERVICES
City-owned Properties and Lighting/Landscape District Properties

PROPOSALS MUST BE RECEIVED BY:
May 26, 2026 at 11:00 AM

City of Newark Service Center
37440 Filbert Street
Newark, CA 94560

Point of Contact:

Maintenance Superintendent

REQUEST FOR PROPOSALS (RFP)

Landscape Maintenance Services for City-owned properties and Lighting/Landscape District Properties throughout the City of Newark.

1. INTRODUCTION

The City of Newark is soliciting proposals from qualified contractors to provide landscape maintenance services for City-owned properties and Lighting/Landscape District properties throughout the City. The selected contractor shall provide routine landscape maintenance, irrigation system operation and repair, litter and debris removal, weed control, pruning, fertilization, hazard response, and authorized extra work for designated service areas.

The City intends to award one contract to the proposer whose proposal is determined to be the most responsive and responsible, and most advantageous to the City based on the evaluation criteria stated in this Request for Proposal. The contract documents for this procurement include the form of **Landscape Maintenance Services Agreement** and supporting exhibits provided with this RFP.

2. BACKGROUND

The City of Newark is located in southern Alameda County at the eastern end of the Dumbarton Bridge. Newark was incorporated in 1955 and has a population of approximately 49,000 within approximately 13 sq mi.

The City maintains a variety of landscaped areas, including medians, rights-of-way, planters, trails, facility landscapes, wall landscapes, turf areas, and Landscaping and Lighting District properties. The city seeks a contractor with demonstrated experience in municipal landscape maintenance, irrigation management, field supervision, safety compliance, and responsive service delivery

Other information regarding the City of Newark can be found on the City's website at www.newarkca.gov.

3. CONTRACT TERM AND GENERAL CONTRACT INFORMATION

The initial contract term is anticipated to be one year, beginning on or about the date stated in the Notice to Proceed.

The City may, at its sole discretion and subject to satisfactory contractor performance, extend the contract for up to four additional one-year terms by written amendment or extension.

The selected contractor will be required to execute the City's Landscape Maintenance Services Agreement and supporting exhibits included with this RFP.
Work shall commence only after contract execution, insurance approval, and written Notice to Proceed.

4. PROCUREMENT SCHEDULE

The city anticipates using the following schedule for this procurement:

Milestone	Date
Release of RFP	May 5, 2026
Pre-proposal conference / site review	May 13, 2026
Deadline for written questions	May 15, 2026
Responses to written questions / addenda issued	May 20, 2026
Proposal due date and time	May 26, 2026, at 11:00 a.m.
Anticipated Contract Execution	June 5, 2026
Anticipated City Council Award	June 25, 2026
Anticipated Notice to Proceed	June 30, 2026

The City reserves the right to revise this schedule by addendum.

5. PRE-PROPOSAL CONFERENCE AND SITE REVIEW

The City may hold a pre-proposal conference and site review to familiarize proposers with the service areas, contract requirements, and proposal process. If held, the pre-proposal / site review 13ill be held on May 13th, 2026.

Proposers are strongly encouraged to inspect the service areas before submitting proposals. Submission of a proposal constitutes acknowledgment that the proposer has reviewed the service areas, understands the scope of services, and has considered the conditions affecting performance.

6. MINIMUM CONTRACTOR QUALIFICATIONS

To be considered responsive, a proposer shall meet the following minimum qualifications:

a. valid California C-27 Landscape Contractor license in good standing,
b. authority to do business in California,
c. Department of Industrial Relations registration if required by law,
d. at least three years of continuous experience performing landscape maintenance services of similar size and complexity,
e. experience performing comparable municipal or institutional landscape maintenance contracts,
f. sufficient supervisory, irrigation, and field staffing to perform the work,
g. ability to meet the insurance requirements in the contract documents, and
h. ability to obtain and maintain a City of Newark business license before starting work.

The City may require evidence of any qualification listed above and may deem a proposal nonresponsive if the proposer fails to demonstrate compliance.

7. SCOPE OF SERVICES

The contractor shall furnish all labor, supervision, tools, equipment, transportation, incidental materials, traffic control, and services necessary to perform landscape maintenance services for the service areas identified in this RFP and the contract exhibits.

Services include, as applicable, mowing, edging, weed control, litter and debris removal, pruning of shrubs and groundcover, tree clearance pruning, fertilization, irrigation inspection and

programming, irrigation repair, trail maintenance, court maintenance, hardscape cleaning, hazard response, vandalism response, and authorized extra work.
Routine services, task frequencies, response times, inspection requirements, work authorization requirements, invoicing requirements, irrigation reporting, and related standards shall be governed by the Agreement and exhibits.

The contractor shall furnish and maintain all equipment necessary to perform the work, including mowing and edging equipment, trimming equipment, pesticide application equipment, pruning equipment, hauling equipment, traffic control devices, irrigation repair tools, hand tools, and personal protective equipment. No equipment may be stored within the service areas or on City property without written approval.

8. SERVICE AREAS
The service areas include City-owned properties and Landscaping and Lighting District properties throughout Newark.

Approximate area information is provided for proposal purposes. Final site lists, maps, and maintenance areas are identified in Exhibit E.

The City reserves the right to add, delete, or modify service areas during the contract term by written notice. Any adjustment in compensation shall be made by amendment or by application of unit prices in Exhibit B.

The proposer shall rely on its own review of the service areas and shall not rely solely on approximate square footage values.

9. PROPOSAL REQUIREMENTS
Proposals shall be complete, clear, and organized in the order listed below.

9.1 Required Proposal Contents Each proposal shall include a cover letter, contractor information, license and registration information, firm experience, references, key personnel, operations plan, equipment inventory, storage or staging information, draft service schedule, cost proposal, exceptions, non-collusion certification, and signature certification.

9.2 Cover Letter The cover letter shall confirm the proposer's interest in the work, identify the authorized representative, and confirm the proposer's ability to perform the work and enter into the contract in substantially the form provided.

9.3 Firm Experience and References The proposer shall describe relevant experience performing municipal or similar contractual landscape maintenance services. The proposer shall include at least three recent comparable contracts and client references, including agency name, contact name, title, phone number, type of work performed, and contract value.

9.4 Key Personnel and Staffing The proposer shall identify the proposed contract manager, superintendent, irrigation specialist, and other key supervisory personnel. The proposer

shall include years of experience, qualifications, certifications, and roles. The proposer shall also provide a staffing plan showing the number and type of personnel assigned to the work.

9.5 Operations Plan The operations plan shall describe how the proposer will perform the work, including supervision, communication with City staff, weekly scheduling, emergency response, irrigation monitoring, quality control, deficiency correction, customer service, and reporting.

9.6 Equipment Inventory The proposer shall identify the equipment available for use on the contract, including mowing equipment, trimming equipment, irrigation repair tools, traffic control devices, trucks, and backup equipment.

9.7 Cost Proposal The proposer shall complete the City's pricing schedules for routine monthly maintenance, optional renewal pricing, and extra work unit prices. Pricing shall include all labor, supervision, overhead, equipment, transportation, and incidental materials required to perform the work unless expressly identified otherwise in the contract documents.

9.8 Exceptions If the proposer requests any exceptions to the Agreement or requirements, the proposer shall clearly identify each exception, the proposed revision, the reason for the request, and any cost impact. Exceptions not identified in the proposal will not be considered.

10. PROPOSAL SUBMISSION

Proposers shall submit one original and three hard copies of the proposal in a sealed envelope clearly labeled:

City of Newark – Proposal for Landscape Maintenance Services
Proposals shall be delivered to:
City of Newark – Public Works Department
Attn: Dan Cianciarulo, Maintenance Supervisor
37101 Newark Boulevard
Newark, CA 94560

Proposals shall be received no later than **11:00 a.m. on May 26, 2026**. Late proposals will not be accepted. E-mailed or faxed proposals alone will not be accepted. The city assumes no responsibility for delays caused by delivery service.

11. WRITTEN QUESTIONS AND ADDENDA

All questions regarding this RFP shall be submitted in writing to Dan Cianciarulo at dan.cianciarulo@newarkca.gov by the deadline identified in the procurement schedule. The City's responses and any changes to the RFP will be issued by written addendum. Oral interpretations shall not be binding.

12. SELECTION/AWARD

Proposals may first be reviewed for responsiveness and meeting minimum qualifications. The city may request clarifications and conduct reference checks if deemed necessary.

The City intends to award a contract to the lowest responsive/responsible bidder whose proposal is determined to be complete and meeting city standards. The City reserves the right to reject any or all proposals, waive minor irregularities, request additional information, negotiate final terms, and cancel the procurement at any time before contract execution.

13. PRICING FORMAT

Pricing shall be submitted using Exhibit B-1.

The cost proposal shall include monthly routine maintenance pricing by service area, annual pricing, alternate additive turf mowing and edging, optional renewal pricing, and extra work unit prices for labor, irrigation technician work, replacement plant materials, sod, mulch, decomposed granite, tree stakes and ties, emergency cleanup, and other identified extra work categories.

Extra work above and beyond routine maintenance shall be performed only when pre-authorized in writing by the City. Work authorization documents shall identify the location, scope, pricing basis, and estimated cost.

14. INSPECTION, DEFICIENCY CORRECTION, AND WORK AUTHORIZATION

The contractor shall perform the work subject to City inspection. The City may conduct routine inspections and issue written deficiency notices identifying work that does not conform to the contract requirements.

The contractor shall correct deficiencies within the required cure period stated in the contract documents or written notice.

No payment for extra materials or labor shall be made unless the work has been authorized in writing by the City, except where immediate emergency action is directed by the City.

15. RESPONSE TIMES AND EMERGENCY SERVICE

The contractor shall maintain a 24-hour emergency contact number and respond to urgent service requests within the response times stated in the contract documents.

Hazards, vandalism, unsafe conditions, irrigation failures, and other urgent conditions shall be reported promptly to the City and corrected within the time directed by the City.

16. INVOICING AND PAYMENT

Invoices shall be submitted not more often than once per month. Routine monthly maintenance invoices and extra work invoices shall be submitted separately.

Each invoice shall include the contract number, invoice number, invoice date, service period, service location, and applicable work authorization number for extra work.

The City may withhold payment for incomplete, defective, late, or nonconforming work, uncorrected deficiencies, or failure to provide required reports or records.

17. INSURANCE, BONDS, AND LICENSING

The selected contractor shall comply with the insurance requirements stated in the contract documents before beginning work and shall maintain the required coverage during the contract term.

If the City elects to require performance and payment bonds, the bond requirements shall be as stated in Exhibit D.

The selected contractor shall maintain all required licenses, permits, registrations, and approvals, including a City of Newark business license.

18. PREVAILING WAGE AND DIR COMPLIANCE

To the extent the work constitutes public work or maintenance work under California law, the contractor shall comply with all applicable prevailing wage, certified payroll, apprenticeship, hours of labor, Department of Industrial Relations registration, and labor compliance requirements.

Each proposer shall provide DIR registration information if applicable. The City reserves the right to require certified payroll records and other labor compliance documentation where required by law.

19. CONTRACT FORM

The selected contractor will be required to execute the City's Landscape Maintenance Services Agreement included with this RFP, together with the attached exhibits governing scope, compensation, labor compliance, insurance, site list and maps, task frequencies, inspection forms, work authorization forms, and irrigation reporting.

By submitting a proposal, the proposer represents that it has reviewed the contract documents and is prepared to execute the Agreement substantially in the form provided, except for any specific exceptions clearly identified in the proposal.

20. GENERAL CONDITIONS

The City reserves the right to revise or withdraw this RFP, reject any or all proposals, waive minor informalities, request clarification, and negotiate final terms with the selected proposer.

All costs incurred in preparing and submitting a proposal are the sole responsibility of the proposer.

Submission of a proposal constitutes acknowledgment that the proposer has examined the RFP documents, reviewed applicable addenda, and become familiar with the work and service areas.

ATTACHMENTS AND EXHIBITS

The following documents are included with this RFP and form part of the contract package:

- Landscape Maintenance Services Agreement
- Exhibit B – Compensation Schedule, Monthly Prices, and Unit Prices
- Exhibit C – Public Works and Labor Compliance Requirements
- Exhibit D – Insurance and Bond Requirements
- Exhibit E – Site List, Maps, and Maintenance Areas
- Exhibit F – Task Frequency Standards, Inspection Forms, Work Authorization Forms, and Monthly Irrigation Report

LANDSCAPE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF NEWARK
AND
GACHINA LANDSCPAE MANAGEMENT , INC.

This Landscape Maintenance Services Agreement ("Agreement") is made and entered into as of **September 01, 2026**, by and between the **City of Newark**, a municipal corporation ("City"), and **Gachina Landscape Management, Inc.**, a **corporation**, with offices located at **1130 O'Brien Drive, Menlo Park, CA 94025** ("Contractor").

RECITALS

A. City desires to retain a qualified contractor to provide landscape maintenance services for designated City-maintained landscape areas.

B. Contractor represents that it is qualified and experienced in furnishing landscape maintenance services, including horticultural maintenance, irrigation system operation, maintenance and repair, weed control, pruning, fertilization, litter and debris removal, inspection, hazard response, and related extra work.

C. The Parties desire to enter into this Agreement under the terms and conditions set forth below.

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

1.1 Scope of Services Contractor shall furnish all labor, supervision, tools, equipment, transportation, incidental materials, and services necessary to perform the landscape maintenance services described in Exhibit A at the locations identified in the Contract Documents.

1.2 Included Services Services shall include routine landscape maintenance, irrigation system operation and repair, weed control, pruning, fertilization, litter and debris removal, hazard response, and authorized extra work.

1.3 Order of Precedence In the event of a conflict between this Agreement and the exhibits, this Agreement shall prevail.

1.4 Term The term of this Agreement shall begin on August 18, 2026, and continue through June 30, 2032, unless earlier terminated or extended pursuant to this Agreement.

1.5 Changes to Service Areas City may add, delete, or modify service locations during the term of this Agreement upon written notice to Contractor. Any resulting adjustment in

compensation shall be made by written amendment or by application of unit prices set forth in Exhibit B.

1.6 Standard of Performance Contractor shall perform all services in a skillful and competent manner, consistent with accepted landscape maintenance practices, the requirements of this Agreement, the task frequency standards in Exhibit F, and applicable laws.

1.7 Inspection and Correction All work shall be subject to City inspection. Contractor shall promptly correct defective, incomplete, or nonconforming work at Contractor's expense.

1.8 Personnel and Supervision Contractor shall assign only competent and properly trained personnel to perform the services. Contractor shall designate a superintendent or contract manager with authority to act on Contractor's behalf in all matters related to this Agreement.

1.9 Removal of Unsatisfactory Personnel City may require Contractor to remove and replace any unsatisfactory employee.

1.10 Time of Performance Time is of the essence. Contractor shall, timely, perform all routine services, corrective work, and emergency response obligations.

1.11 Response Times Contractor shall respond to urgent service requests within twenty-four (24) hours during regular workdays and within twenty-four (24) hours on weekends and holidays. Contractor shall maintain, and monitor, a twenty-four (24) hour emergency contact number.

1.12 Deficiency Notices and Cure Period City may issue written deficiency notices identifying locations requiring attention. Unless immediate action is required, Contractor shall complete corrective work within twenty-four (24) hours after notice, or within such other time stated by City.

1.13 Hazards and Vandalism Contractor shall immediately report hazards, unsafe conditions, vandalism, irrigation failures, fallen limbs, standing water, erosion, and other dangerous conditions to the Contract Administrator or designee. Contractor shall promptly address immediate hazards and complete other corrective work within the time directed by City.

1.14 Irrigation Management Contractor shall manage, inspect, adjust, and maintain all irrigation systems included within the service areas. Contractor shall perform monthly irrigation inspections, notify City in writing within twenty-four (24) hours of identified irrigation problems, and complete routine repairs within 48 hours unless otherwise directed by City.

1.15 Public Works Compliance If and to the extent the services constitute public work or maintenance work under the California Labor Code, Contractor shall comply with all applicable prevailing wage, certified payroll, apprenticeship, registration, and labor compliance requirements set forth in Exhibit C.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed Two Million Two Hundred and Seventy-Five Thousand Dollars and NO/100, ($2,275,000.00) notwithstanding any contrary indications that may be contained in Contractor's proposal for services to be performed and reimbursable costs incurred under this Agreement. Compensation shall be based on the monthly maintenance pricing and authorized extra work pricing set forth Exhibit 'B'. In the event of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

2.1 Monthly Maintenance Pricing Routine landscape maintenance services shall be compensated on a fixed monthly basis for each site, zone, route, or district identified in Exhibit B.

2.2 Included Costs The monthly price shall include all labor, supervision, equipment, transportation, management, and incidental materials necessary to perform the routine services.

2.3 Extra Work Extra work means work beyond the routine monthly maintenance obligations. Extra work shall be performed only when previously authorized in writing by City and shall be compensated in accordance with Exhibit B.

2.4 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs

incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the Contract Administrator:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Purchase Order number to expedite payment;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- The Contractor's signature;

2.7 Monthly Payment City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for preauthorized extra work satisfactorily performed. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.8 Withholding Payment City may withhold payment, in whole or in part, for incomplete work, defective work, missed service frequencies, uncorrected deficiencies, unrepaired damage caused by Contractor, or failure to submit required records or reports.

2.9 Final Payment Upon Termination Upon expiration or termination, City shall pay Contractor for satisfactory services performed through the effective date of termination, less any offsets, back-charges, liquidated damages, repair costs, or other recoverable amounts.

2.10 Authorization to Proceed Contractor shall not perform services or incur compensable costs until authorized by the Contract Administrator.

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

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

Section 3. LABOR, EQUIPMENT AND MATERIALS. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. If city elects, city may make available to Contractor only specified materials, those materials shall be identified in Exhibit A or Exhibit B and used only in accordance with City procedures.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its sole cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors.

Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

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

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

C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease. Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$2,000,000 per occurrence $4,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed $150,000 per claim

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

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

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

c. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

4.3 All Policies Requirements.

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

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

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

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

4.4 Remedies. In addition to any other remedies City may have if Contractor 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 Contractor's breach:

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and

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

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

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

In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

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

6.2 Contractor Not an Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

7.6 **Registering and Monitoring.** Contractor shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Contractor is hereby notified that this project is subject to compliance

reporting and monitoring and enforcement by the Department of Industrial Relations. This Section shall only apply if the project set forth in this Agreement is a project for public work, as defined in Labor Code sections 1720 through 1720.6, inclusive.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

10.7 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place

Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

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

Any written notice to Contractor shall be sent to:

Contractor Signatory
Gachina Landscape Management, Inc.
1130 O'Brien Drive
Menlo Park, CA, 94025

All other written notices to City shall be sent to:

		Kristopher J. Kokotaylo
Maintenance Superintendent		City Attorney
City of Newark		City of Newark
37440 Filbert Street	with a copy to	37101 Newark Blvd.
Newark, CA 94560		Newark, CA 94560

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

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

Exhibit A	Scope of Services
Exhibit B	Monthly/Annual Maintenance Compensation Schedules, Monthly Prices and Unit Prices
Exhibit C	Public Works and Labor Compliance Requirements
Exhibit D	Site List, Maps, Maintenance Areas, and Task Frequency Standards

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF NEWARK

DAVID BENOUN
CITY MANAGER

GACHINA LANDSCAPE MANAGEMENT, INC.

H. JACLYN ISHIMARU-GACHINA
PRESIDENT

ATTEST:

NEETU SALWAN
CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

5638309.1
Version 3.2.21

EXHIBIT A

SCOPE OF LANDSCAPE MAINTENACE SERVICES

A.1 General Scope

Contractor shall furnish all labor, supervision, tools, equipment, transportation, incidental materials, and services necessary to perform landscape maintenance services for the City-maintained sites identified in Exhibit E.

A.2 Included Services

Contractor shall perform the following services, as applicable:

a. Tree pruning
b. Shrub pruning
c. Groundcover and vine pruning
d. Groundcover edging
e. Tree staking and tie maintenance
f. Fertilization
g. Weed control
h. Litter and debris removal
i. Cuttings and trimmings removal
j. Irrigation inspection, adjustment, programming, maintenance, and repair
k. Trail maintenance, if applicable
l. Court maintenance, if applicable
m. Open space weed abatement, if applicable
n. Hazard and vandalism response
o. Emergency response
p. Authorized extra work

A.3 Standard of Performance

Contractor shall perform all work in a skillful and competent manner, consistent with accepted landscape maintenance practices.

A.4 Supervision

Contractor shall provide a superintendent or contract manager with authority to act on Contractor's behalf in all matters relating to the Agreement.

A.5 Irrigation

Contractor shall inspect, manage, adjust, and maintain all irrigation systems within the service areas.

A.6 Extra Work

Extra work shall be performed only when authorized in writing by City and shall be compensated in accordance with Exhibit B.

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EXHIBIT B-2

FISCAL YEAR 2 THROUGH FISCAL YEAR 5 PRICING

COTRACT YEAR	EFFECTIVE DATES	Total Monthly Price (In Numbers)	Total Annual Price (In Numbers)
Contract Year 2 (Fiscal Year 2027-2028)	7/1/27-6/30/28	$30,866.94	$370,403.28
Contract Year 3 (Fiscal Year 2028-2029)	7/1/28-6/30/29	$31,638.61	$379,663.36
Contract Year 4 (Fiscal Year 2029-2030)	7/1/29-6/30/30	$32,429.58	$389,154.95
Contract Year 5 (Fiscal Year 2030-2031)	7/1/30-6/30/31	$33,240.32	$398,883.82

EXHIBIT B-3

EXTRA WORK UNIT PRICING

ITEM NO.	DESCRIPTION	Unit	Unit Price (In Numbers)
1	Additional maintenance area	Sq. Ft. / Mo.	$0.031
2	Lead labor	Hour	$56.50
3	Crew labor	Hour	$56.50
4	Irrigation technician labor	Hour	$115.00
5	Fifteen-gallon tree replacement, including labor	EA	$295.00
6	Five-gallon tree replacement, including labor	EA	$95.00
7	Five-gallon shrub replacement, including labor	EA	$72.00
8	One-gallon shrub / groundcover / vine replacement, including labor	EA	$30.00
9	One flat of groundcover, including labor	EA	$100.00
10	Sod installation	Sq. Ft.	$3.10
11	Shredded bark mulch	Cu. Yd.	$195.00
12	Decomposed granite	Cu. Yd.	$425.00
13	Tree stakes and ties	Set	$38.00
14	On-call tree pruning	Hour	N/A
15	Valve replacement labor	Hour	$115.00
16	Mainline irrigation repair labor	Hour	$115.00
17	Lateral line repair labor	Hour	$115.00
18	Emergency call-out labor	Hour	$450.00 minimum

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

DIR REGISTRATION

Contractor shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as set forth in Labor Code section 1771.1. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code Section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT D-1

DETAILED SITE LIST

Item No.	Site/Zone/ Route/District	Description of Service Area	Approximate Area (SQ. FT)	Map Reference
1	L&L 1	Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street	22,000	1
2	L&L 2	Jarvis Avenue medians between the UPRR tracks and Cardiff Street, and Newark Boulevard medians between Jarvis Avenue and State Route 84	27,825	2
3	L&L 4	Stevenson Boulevard east medians between Interstate I880 and Cherry Street, Stevenson Boulevard west medians west of Cherry Street to Eureka Drive, and Cherry Street medians between 39201 Cherry Street and Stevenson Boulevard	44,000	3
4	L&L 6	Cedar Boulevard medians between Balentine Drive and Stevenson Boulevard, one median on Balentine Drive at Stevenson Boulevard, and two medians at Cedar Boulevard	6,200	4
5	L&L 7	Perimeter landscape at Rosemont Shopping Center on Newark Boulevard	22,700	5
6	L&L 11	Twenty-four medians and six walls on Edgewater Drive between Cedar Boulevard and Lake Boulevard, and six medians on Parkshore Drive	23,575	6
7	L&L 15	Greenbelt on Robertson Avenue on both sides of Iris Court	3,500	7
8	L&L 16	Kiote Drive medians	10,700	8
9	L&L 17	Landscape on the Mayhews Landing Dr. side of 36526 and 36523 Dijon Dr., and landscape on both sides of sidewalk from the Newark Blvd side of 5972 Bellhaven Ave. south to the empty lot on the corner of Newark Blvd. and Mayhews Landing Rd.	17,700	9
10	L&L 18	Cedar Boulevard medians and wall landscaping between Central Avenue and Smith Street	20,000	10
11	L&L 19	Enterprise Drive medians between Aleppo Drive and Hickory Street, Willow Street medians between Enterprise Drive and Central Avenue, roundabout at intersection of Enterprise and Hickory, three roundabouts on Willow and corresponding pork chops, landscape along Enterprise Dr side of 37445 Willow Street to intersection of Willow Street and Seawind Way, landscape along west side of Willow Street A.C.F.C Canal.	35,000	11
12	A	Cedar Boulevard east medians between Newark Boulevard and Milani Avenue	36,000	12

13	B	Cherry Street backup and wall between the southeast corner of Central Avenue and Mowry Avenue, and Cherry Street median facing Fire Station No. 3 and Sportsfields Park	87,600	13
14	C	Jarvis Avenue medians between Spruce Street and the railroad right-of-way, backup wall landscape between Spruce Street and Haley Street, one median on Fircrest Street at Jarvis Avenue, and one median on Haley Street at Jarvis Avenue	57,000	14
15	D	Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue	90,400	15
16	E	Four Thornton Avenue backup walls between Interstate I880 and Newark Boulevard	15,500	16
17	F	Cedar Boulevard west medians and wall between Willow Street and Bridgepointe Drive	13,120	17
18	G	Mel Nunes Sportsfields Park, Skate Park, and Cherry Street parking lot	112,000	18
19	H	Thornton Avenue west medians between Willow Street and unincorporated Cedar Boulevard	9,050	19
20	I	Magnolia Plaza patio area between Magnolia Street and Thornton Avenue	2,500	20
21	J	George M. Silliman Activity Center	25,240	21
22	K	Civic Center, David W. Smith City Hall, Alan L. Nagy Library, and Newark Police Department	167,000	22
23	L	Cedar Boulevard medians and sidewalks between Moores Avenue and Mowry Avenue	75,230	23
24	M	Cedar Boulevard medians between Mowry Avenue and Balentine Drive	49,500	24
25	N	Cedar Boulevard medians and west-side sidewalk from the bus stop to Thornton Avenue between Musick Avenue and Thornton Avenue	29,700	25
26	O	Cedar Boulevard medians between Newark Boulevard and Haley Street	69,300	26
27	P	Lido Boulevard medians between Cedar Boulevard and Jarvis Avenue	28,500	27
28	Q	Newark Boulevard medians between Jarvis Avenue and Ruschin Drive	39,600	28
29	R	Newark Boulevard medians between Thornton Avenue and Ruschin Drive	69,300	29
30	S	Mowry Avenue medians between Interstate I880 and Cherry Street	66,000	30
31	T	Mowry Avenue sidewalks between Alpenrose Court and Cherry Street	20,800	31
32	U	Cherry Street medians between Mowry Avenue and Golden State Lumber	7,920	32
33	V	Cherry Street east sidewalk between Mowry Avenue and the Alameda County Flood Control channel	26,400	33

34	W	Jarvis Avenue from Cardiff Street to Lake Boulevard, south sidewalk ivy planter, and north-side pork chop island	18,075	34
35	X	Musick Avenue median	250	35
36	Y	Port Sailwood Drive median	250	36
37	Z	Newark Boulevard overpass landscape, medians, and sidewalks between Central Avenue and Thornton Avenue	112,300	37
38	AA	Central Avenue medians between Sycamore Street and Interstate I880	9,600	38
39	AB	Central Avenue sidewalks between Newark Boulevard and Cedar Boulevard	6,600	39
40	AC	Newark Resource Center	13,500	40
41	AD	Clark W. Redeker Newark Senior Center	32,000	41
42	AE	Darvon Street wall between 36818 and 36910 Darvon Street	2,200	42
43	AF	Cedar Boulevard wall between Lido Street and the parking lot	3,400	43
44	AG	Mayhews Landing Road wall between 6201 Mayhews Landing Road and 36523 Dijon Drive	3,200	44
45	AH	Saint Paul Drive wall between Baine Avenue and 5967 Saint Paul Drive	3,300	45
46	AI	Birch Street wall between Cedar Boulevard and Moores Avenue	9,800	46
47	AJ	Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street	600	47
48	AK	Mowry Avenue pork chop off Cherry Street	200	48
49	AL	Cherry Street pork chops, two total, off Central Avenue	400	49
50	AM	Thornton pork chops, one off Cedar Boulevard and two off Cherry Street	600	50
51	AN	Newark Boulevard pork chops, two total, off Mayhews Landing Road	400	51
52	AO	Lake Boulevard pork chop off Chapman Drive	200	52
53	AP	Enterprise Drive pork chops, two total, off Filbert Street	400	53

EXHIBIT D-2

SITE TYPE SUMMARY

Site Type	Included Site Codes	No. of Sites	Approximate Total Area (SQ. FT)	Notes
Corridor medians, rights-of-way, mixed streetscape, and roundabouts	L&L 1; L&L 2; L&L 4; L&L 6; L&L 11; L&L 16; L&L 18; L&L 19; A; B; C; D; F; H; L; M; N; O; P; Q; R; S; U; W; Z; AA	26	1,027,335	Largest category; includes most medians, corridor planting, and mixed street-edge landscaping
Perimeter commercial landscape	L&L 7	1	22,700	Rosemont Shopping Center perimeter landscape
Greenbelts	L&L 15; L&L 17	2	21,200	Distinct greenbelt areas
Walls and backup walls	E; AE; AF; AG; AH; AI	6	37,400	Includes wall-only and backup wall landscapes
Civic, facility, and building landscapes	J; K; AC; AD	4	237,740	Activity center, Civic Center complex, Resource Center, and Senior Center
Parks, recreation, and plaza areas	G; I	2	114,500	Mel Nunes Sportsfields / Skate Park / parking lot, and Magnolia Plaza patio
Sidewalk-dominant areas	T; V; AB	3	53,800	Sidewalk landscape corridors
Pork chops, traffic islands, and micro-medians	X; Y; AJ; AK; AL; AM; AN; AO; AP	9	3,300	Very small, isolated islands and pork chops
Total	All listed areas	53	1,517,975	Matches current RFP total

EXHIBIT D-3

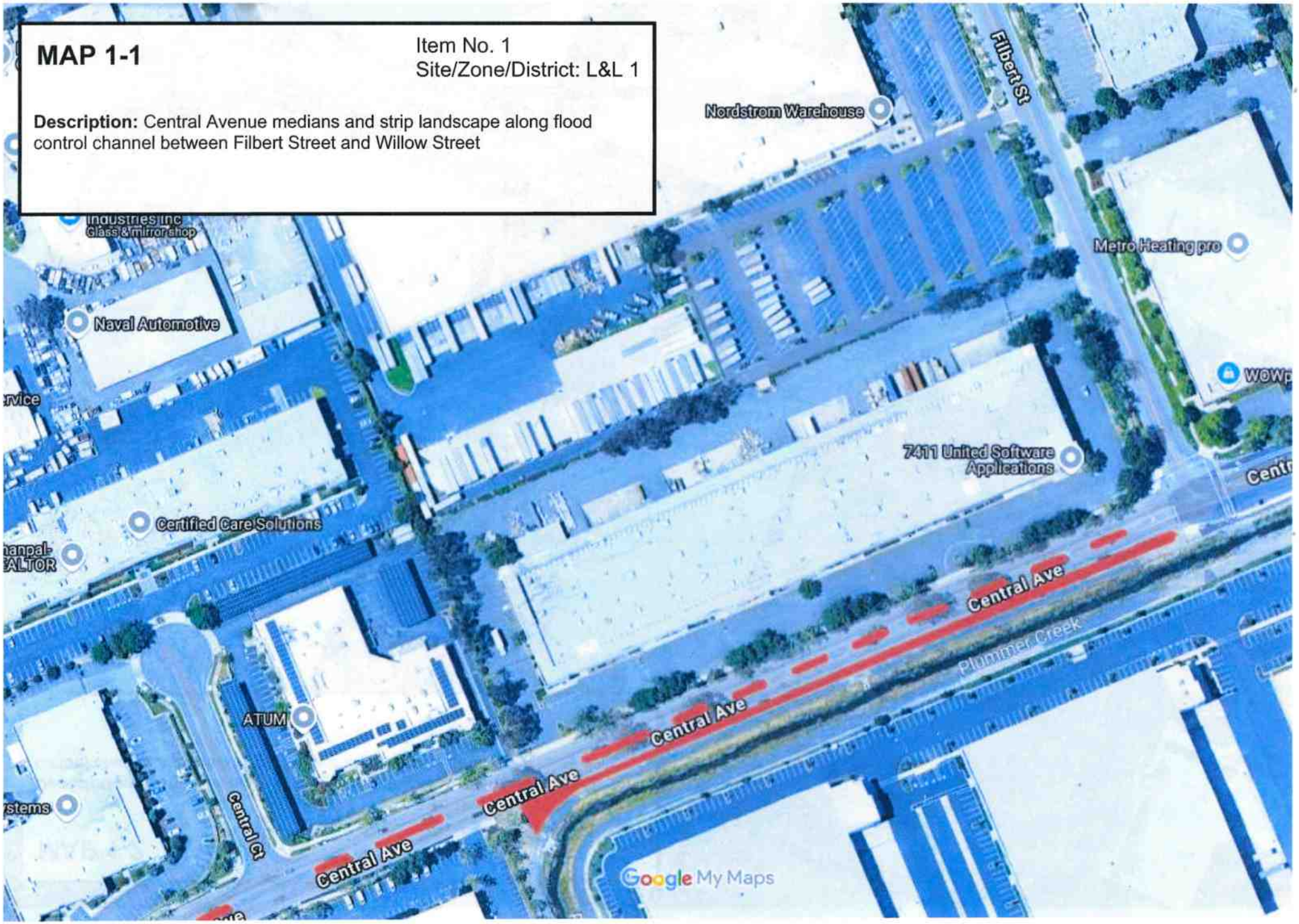
TASK FREQUENCY STANDARDS

Task Category	Task Description	Frequency	Standard
Trees and Shrubs	Tree pruning	As needed	Maintain clearance remove dead or damaged limbs
Trees and Shrubs	Shrub pruning	Three times per year and as needed	Maintain health shape and visibility
Trees and Shrubs	Tree staking	As needed	Maintain stakes and ties until no longer needed
Planting Areas	Fertilization	Three times per year	[INSERT months]
Planting Areas	Weed control	At all times	Keep areas free of weeds
Groundcover and Vines	Pruning	One time per year	Control spread and maintain health
Groundcover and Vines	Edging	Two times per month	Maintain clean edges
Grounds	Litter and debris removal	Two times per month or as needed	Keep areas clean and presentable
Grounds	Cuttings and trimmings removal	Daily as needed	Remove same day generated
Grounds	Weed control in hardscape / DG / rock areas	At all times	Keep hardscape areas free of weeds
Irrigation	System inspection and testing	Monthly	Inspect all stations valves heads controllers
Irrigation	Programming adjustments	As needed	Adjust for season and prevent runoff
Irrigation	Routine repairs	As encountered or directed	Complete within required response period
Trails if applicable	Shrub and tree trimming	Two times per year	Maintain access and visibility
Trails if applicable	Weed control	At all times	Maintain shoulders and trail edges
Open Space if applicable	Weed abatement	One time per year or as directed	[INSERT month]
Courts if applicable	Tree and shrub pruning	As needed	Maintain health safety and appearance

MAP 1-1

Item No. 1
Site/Zone/District: L&L 1

Description: Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street

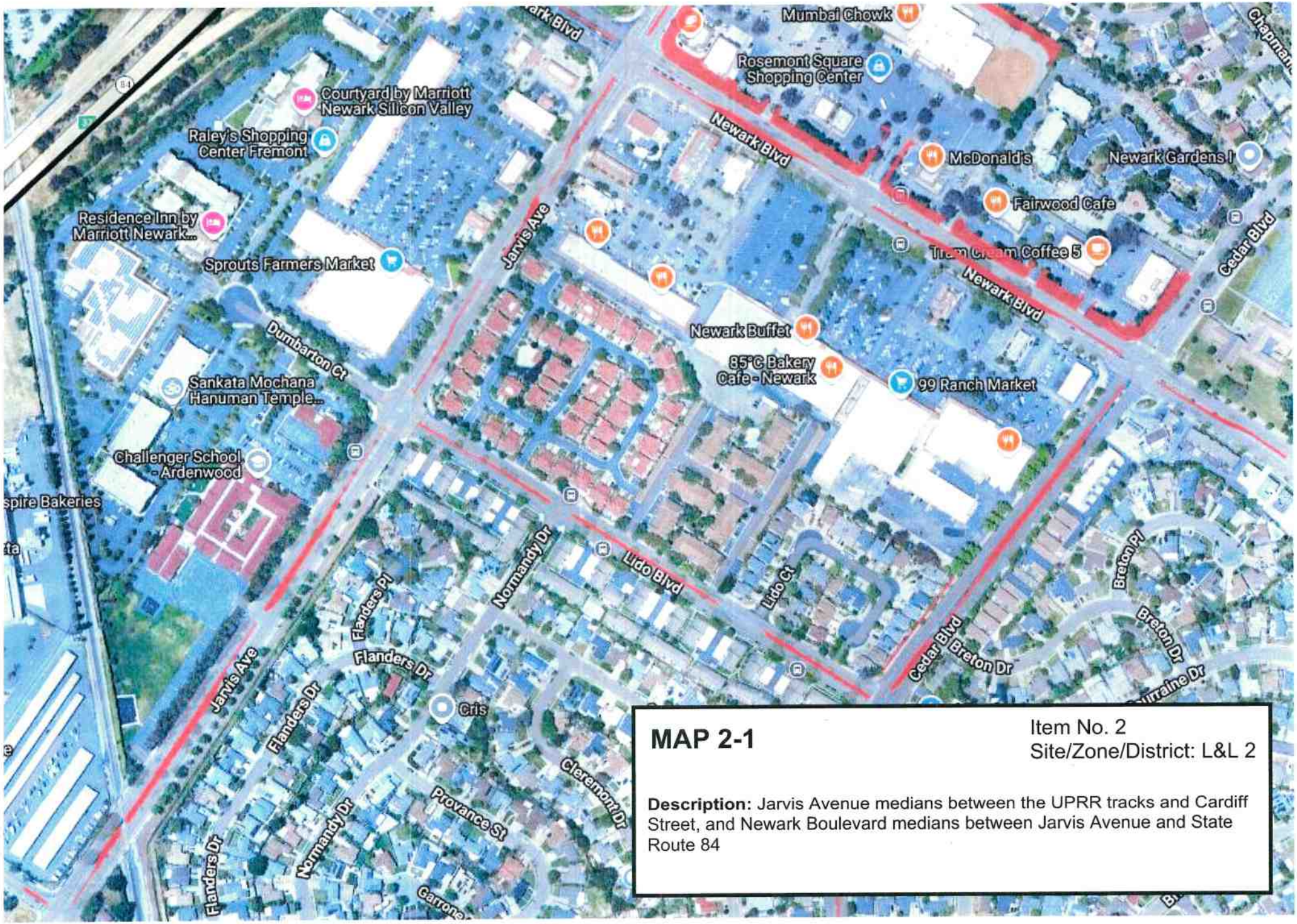


MAP 1-2

Item No. 1
Site/Zone/District: L&L 1

Description: Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street

MAP 1-3
Item No. 1
Site/Zone/District: L&L 1
Description: Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street
Bath Fitter
Law Offices of Kelly H. Bu
Faceautos
Car dealer
ProtoCafe
Cabot Ct
Willow St
Nefab Packaging
Central Ave
Stanford Warehouse
Nightingale Security
Transducer Technology, Inc
Info Novasolix
ATUM
Plummer Creek
Salty Cove Rd
Portside Wy
Google My Maps



MAP 2-1

Item No. 2
Site/Zone/District: L&L 2

Description: Jarvis Avenue medians between the UPRR tracks and Cardiff Street, and Newark Boulevard medians between Jarvis Avenue and State Route 84

MAP 2-2

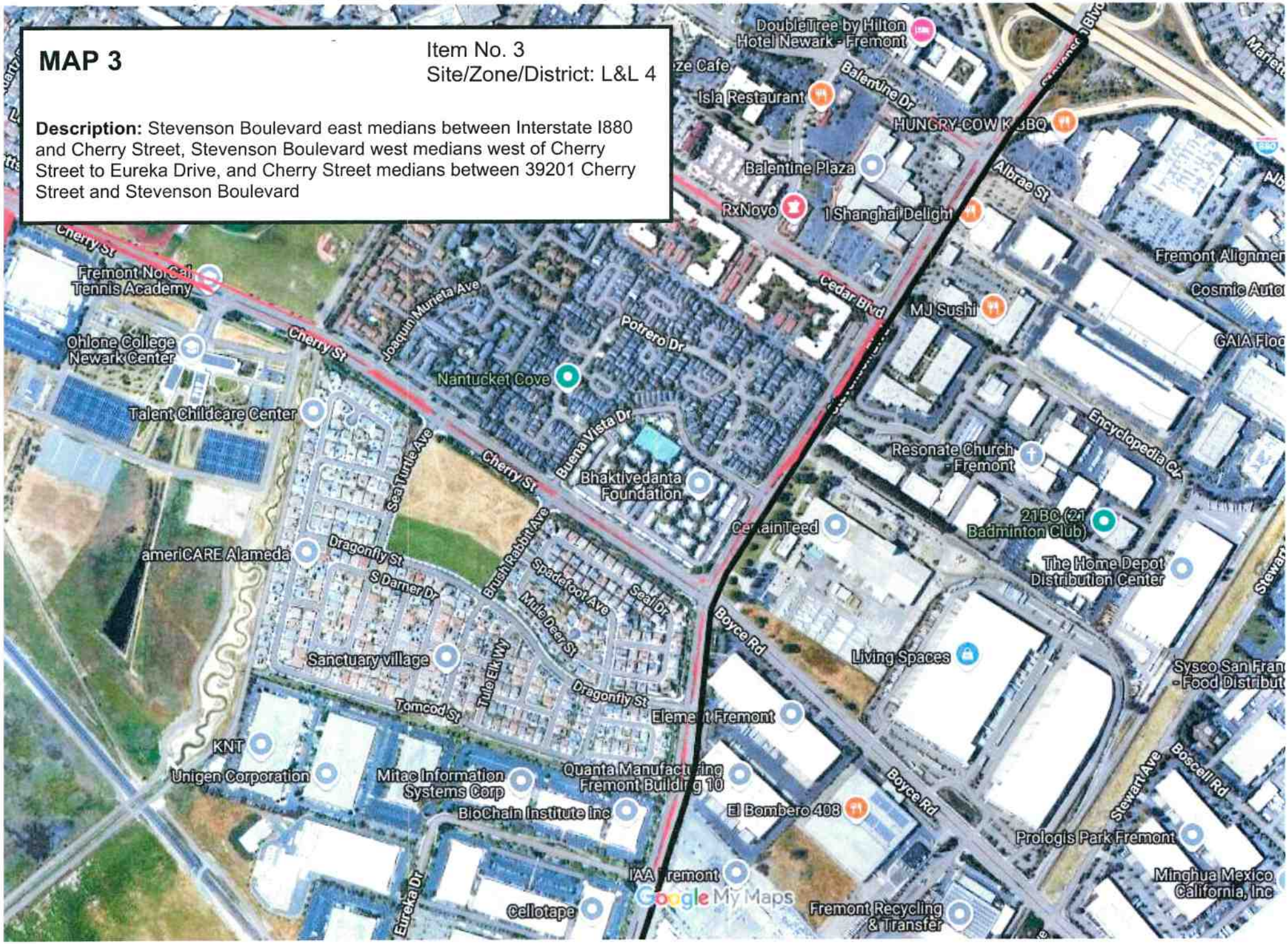
Item No. 2
Site/Zone/District: L&L 2

Description: Jarvis Avenue medians between the UPRR tracks and Cardiff Street, and Newark Boulevard medians between Jarvis Avenue and State Route 84

MAP 3

Item No. 3
Site/Zone/District: L&L 4

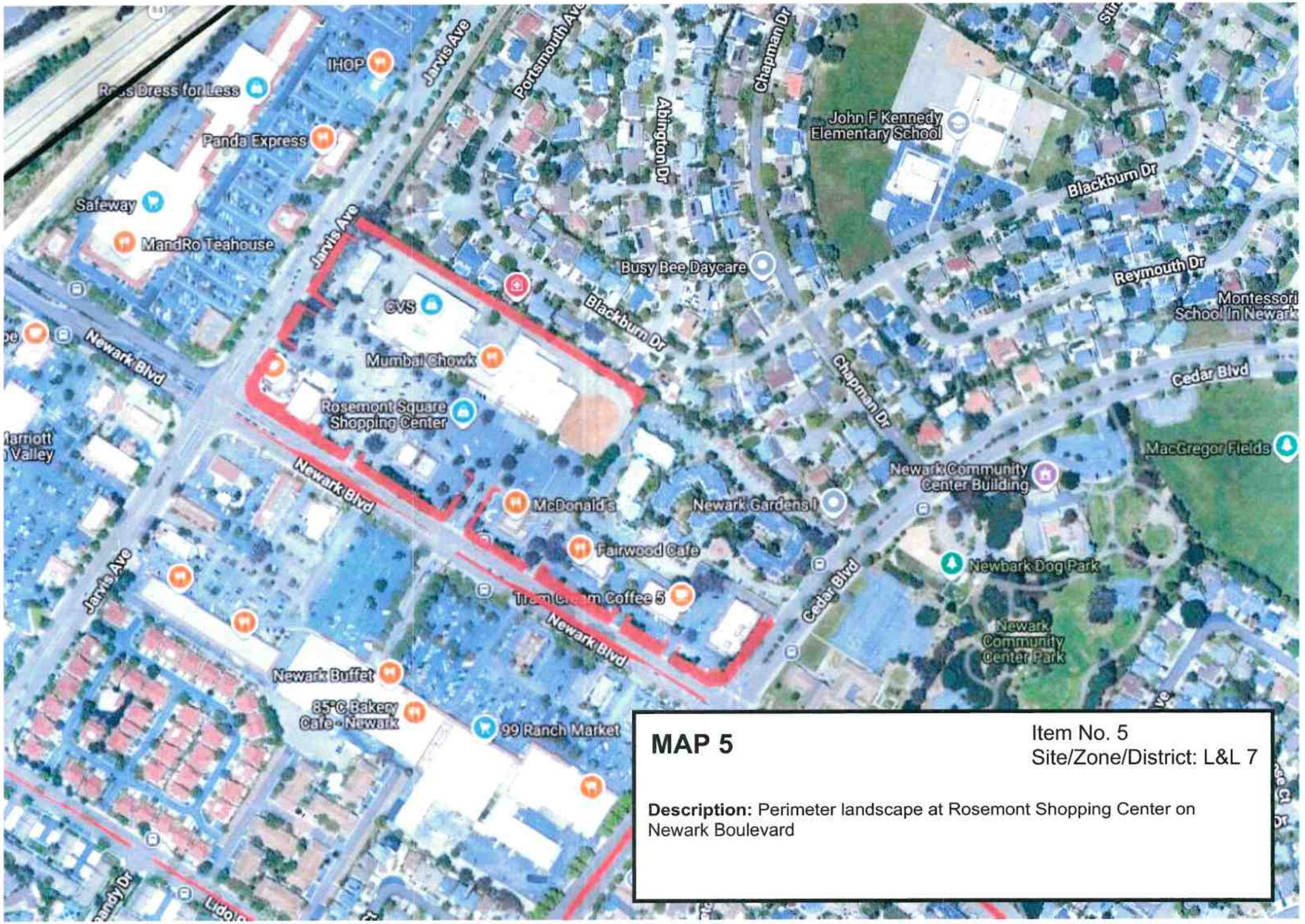
Description: Stevenson Boulevard east medians between Interstate I880 and Cherry Street, Stevenson Boulevard west medians west of Cherry Street to Eureka Drive, and Cherry Street medians between 39201 Cherry Street and Stevenson Boulevard



MAP 4

Item No. 4
Site/Zone/District: L&L 6

Description: Cedar Boulevard medians between Balentine Drive and Stevenson Boulevard, one median on Balentine Drive at Stevenson Boulevard, and two medians at Cedar Boulevard



MAP 5

Item No. 5
Site/Zone/District: L&L 7

Description: Perimeter landscape at Rosemont Shopping Center on Newark Boulevard

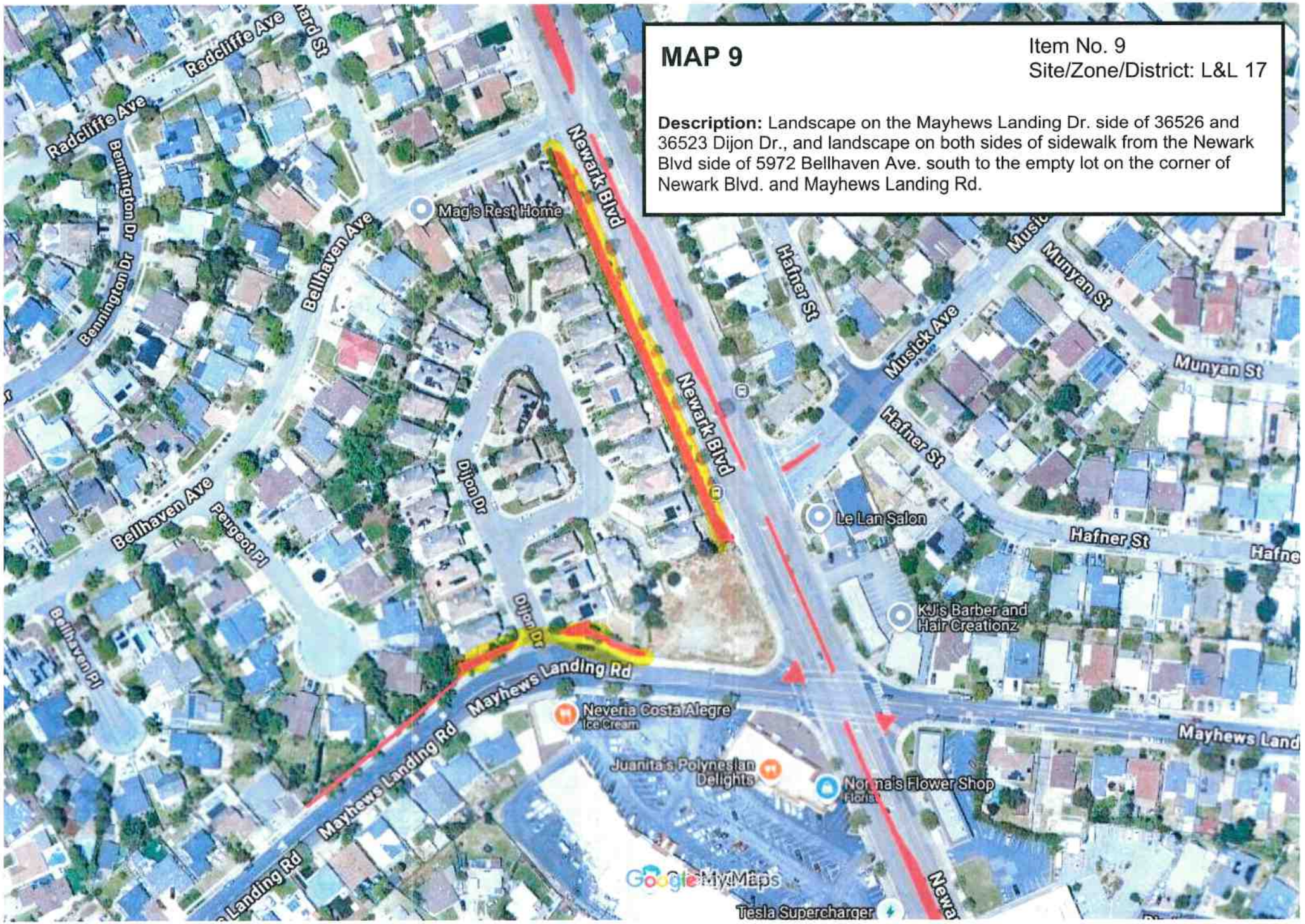
MAP 6
Item No. 6
Site/Zone/District: L&L 11
Description: Twenty-four medians and five walls on Edgewater Drive between Cedar Boulevard and Lake Boulevard, and six medians on Parkshore Drive . Landscape area along Edgewater Drive between 36272 Cedar Blvd and 36361 Tudor Pl. Landscape area along Edgewater Drive between 36258 Exeter Ct and 36259 Enfield Drive
Roca Dr
Cabral Dr
Diaz Dr
Bianca Dr
Alhambra Dr
Adobe Dr
Nicolet Ave
Coronado Dr
Gibraltar Dr
Capitan Dr
Cabrillo Dr
El Cajon Ave
Magellan Dr
Pizarro Dr
Baffin Ave
San Pedro Dr
La Mesa Ct
Cortez Ave
Granado Ave
Frobisher Dr
Janvie Ave
Lashes by Liz
L.E. Baca Construction
Croydon Pl
Farnham Dr
Wonderland Preschool and Daycare
Lake Blvd
Chevlot Ct
Ramsgate Dr
Rutland Ct
Donegal Ct
Scarborough Dr
Reilly Auto Parts
Lundy Ct
Lakeshore Park
Channel Dr
Portsmouth Ave
Chapman Dr
Abingdon Ct
John F. Kennedy Elementary School
Chelsea Dr
Salisbury Dr
Bristol Pl
Sussex Pl
Falmouth Pl
Enfield Dr
Cabrillo Elementary School
Blackburn Dr
Sheridan Ct
Reymouth Dr
Cedar Blvd
Darvon St
Tudor Pl
Plumbing Whole Home Repipe
Tenaya Ave
Charles St
McDonald Ave
Vinewood St
Newark Community Center Park
Google My Maps

MAP 7

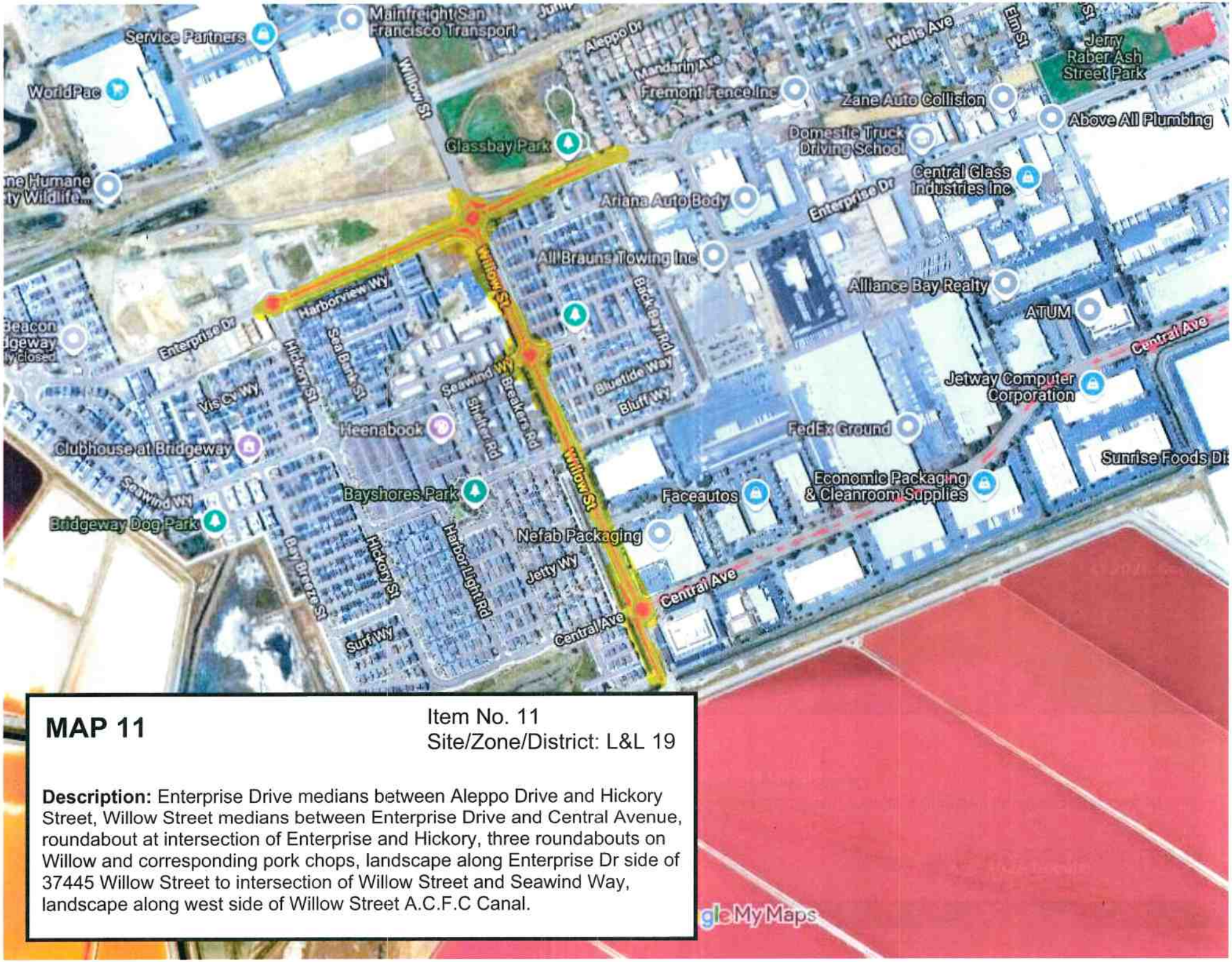
Item No. 7
Site/Zone/District: L&L 15

Description: Greenbelt on Robertson Avenue on both sides of Iris Court

MAP 8
Item No. 8
Site/Zone/District: L&L 16
Description: Kiote Drive medians
Jarvis Ave
Kiote Dr
FRESH AND CLEAN UPHOLSTERY
Premier Consulting
Rinconada Ct
Crystal Springs Dr
Tanforan Ct
Merion Dr
Spruce St
Silverado Pl
Google My Maps


MAP 9
Item No. 9
Site/Zone/District: L&L 17
Description: Landscape on the Mayhews Landing Dr. side of 36526 and 36523 Dijon Dr., and landscape on both sides of sidewalk from the Newark Blvd side of 5972 Bellhaven Ave. south to the empty lot on the corner of Newark Blvd. and Mayhews Landing Rd.
Radcliffe Ave
Bennington Dr
Bellhaven Ave
Mag's Rest Home
Newark Blvd
Hafner St
Musick Ave
Munyan St
Dijon Dr
Peugeot Pl
Le Lan Salon
KJ's Barber and Hair Creationz
Mayhews Landing Rd
Neveria Costa Alegre
Ice Cream
Juanita's Polynesian Delights
Norma's Flower Shop
Florist
Google My Maps
Tiesla Supercharger

MAP 10
Item No. 10
Site/Zone/District: L&L 18
Description: Cedar Boulevard medians and wall landscaping between Central Avenue and Smith Street
Cedar Blvd
Timber St
Marsten Dr
DPS Auto Repair
Blackberry Way
MJ Smog Check - Star Station
Clubhouse at Timber
Granville Dr
Bay Area Auto Tints
Nimitz Fwy
Sayre Ave
Central Ave
Cumbas Ct
Starflower St
Luma Terrace
MMD Investment
Sunrose Ave
Goldenrod Dr
Robertson Ave
Geranium St
Public Storage
Dahlia Dr
Rockspray St
Iris Ct
Marabel by Robson Homes
Birch St
Aralia Dr
Cedars Church
Little Flowers Montessori
Picnic tables
Roopali's Kala Art Studio
Basketball court
Honeysuckle Dr
Smith Ave
Bellflower Dr
Google My Maps
Emmanuel Mission Church



MAP 11

Item No. 11
Site/Zone/District: L&L 19

Description: Enterprise Drive medians between Aleppo Drive and Hickory Street, Willow Street medians between Enterprise Drive and Central Avenue, roundabout at intersection of Enterprise and Hickory, three roundabouts on Willow and corresponding pork chops, landscape along Enterprise Dr side of 37445 Willow Street to intersection of Willow Street and Seawind Way, landscape along west side of Willow Street A.C.F.C Canal.

MAP 12-1

Item No. 12
Site/Zone/District: A

Description: Cedar Boulevard east medians between Newark Boulevard and Milani Avenue

MAP 12-2

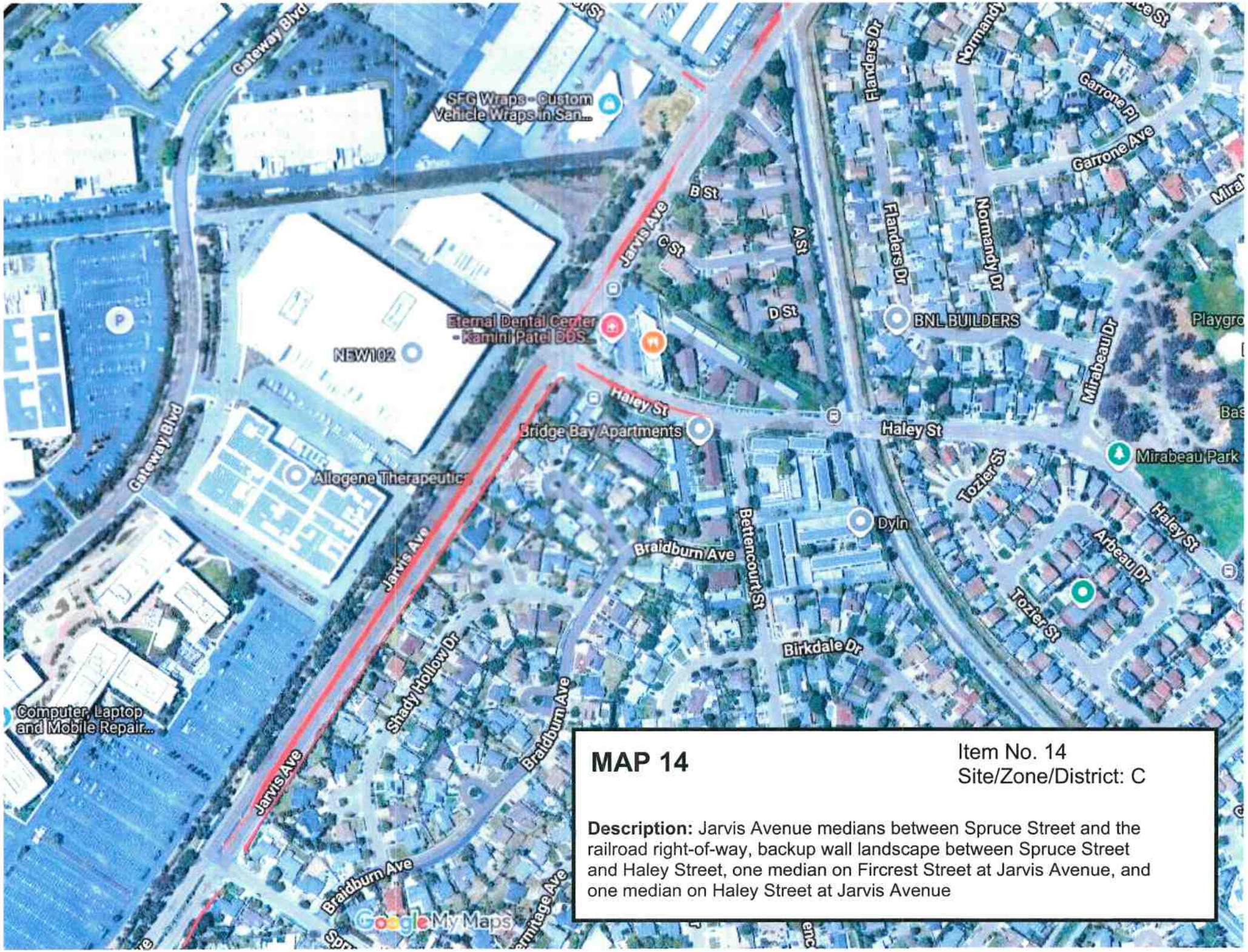
Item No. 12
Site/Zone/District: A

Description: Cedar Boulevard east medians between Newark Boulevard and Milani Avenue

MAP 13

Item No. 13
Site/Zone/District: B

Description: Cherry Street backup and wall between the southeast corner of Central Avenue and Mowry Avenue, and Cherry Street median facing Fire Station No. 3 and Sportsfields Park



MAP 14

Item No. 14
Site/Zone/District: C

Description: Jarvis Avenue medians between Spruce Street and the railroad right-of-way, backup wall landscape between Spruce Street and Haley Street, one median on Fircrest Street at Jarvis Avenue, and one median on Haley Street at Jarvis Avenue

MAP 15-1
Item No. 15
Site/Zone/District: D
Description: Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue
Port Tidewood St
Darvon St
McLaughlin
Jonathan Dr
Musick Park
The Home Depot
Children's Play Area
Playground
Rental Center at The Home Depot
Musick Ave
Thornton Ave
Harlon Ct
Abbey Ct
Chavez Supermarket
Blessed Hands Home Care
Cedar Blvd
My Cafe
Edith St
Milani Ave
St Christopher St
Newark Unified School District
Bishop St
Dugan Ct
St Mary St
St Mark Ave
Appysstudio
Burdick St
Souza Ave
San Antonio St
Ruschin Dr
Munyan St
CrossFit of Fremont
O'Sullivan's Sports Pub | Bar Grill Sports
Google My Maps

MAP 15-2

Item No. 15
Site/Zone/District: D

Description: Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue

MAP 15-3
Item No. 15
Site/Zone/District: D
Description: Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue
Foxwood Townhomes HOA
Newark Blvd
Newark Massage
Iglesia de jubilo
Thornton Ave
Alodawpyie Monastery
Civic Terrace Ave
Cherry St
Mulberry St
George Ave
La Val Skin Studio
Thornton Ave
Arden St
Children play area
Civic Center Park
Olive St
Newark Pavilion
Galletta Dr
Plummer Ave
Little Scholar ACE Academy
Newark Pavilion Bingo
Dairy Ave
Magnolia St
Deddoendo Inn
Graham Ave
Baine Ave
Plummer Creek
Speedway Express
Allstar Burger
Rich Ave
Albyn Ct
Santa Fe Mercado Carniceria
Starbucks Co Company
Google My Maps
Keyboard shortcuts
Map data ©2026 Imagery ©2026

MAP 16

Item No. 16
Site/Zone/District: E

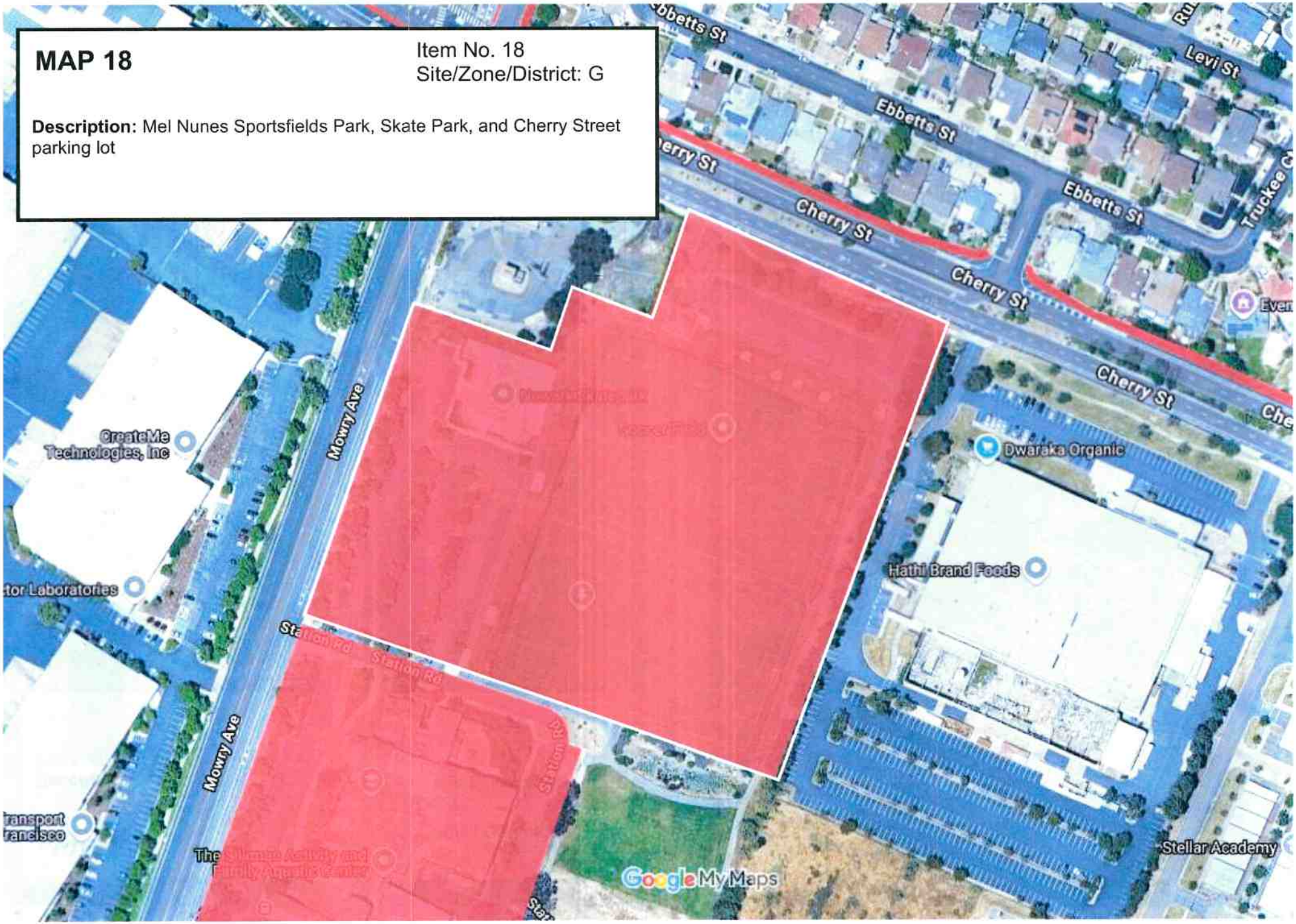
Description: Four Thornton Avenue backup walls between Interstate I880 and Newark Boulevard, and one median on Ruschin Drive at Thornton Avenue

MAP 17
Item No. 17
Site/Zone/District: F
Description: Cedar Boulevard west medians and wall between Willow Street and Bridgepointe Drive
Pebble Beach
Bridgepointe Dr
Cedar Blvd
Cedar Blvd
Cedar Blvd
Cedar Blvd
Marez Detailing
Mayhews Landing Rd
Mayhews Landing Rd
Mayhews Land
Willow St
Mahogany Pl
Mahogany Pl
Newark Slough
Google MyMaps
8322
8296
8675
8347
8363
8389
8395
8407
8425
8443
8461
8479
8497
8338
8356
8374
8396
8412
8430
8448
8466
8476
8355
8519
8515
8511
8507
8503

MAP 18

Item No. 18
Site/Zone/District: G

Description: Mel Nunes Sportsfields Park, Skate Park, and Cherry Street parking lot



MAP 19

Item No. 19
Site/Zone/District: H

Description: Thornton Avenue west medians between Willow Street and unincorporated Cedar Boulevard

MAP 20

Item No. 20
Site/Zone/District: I

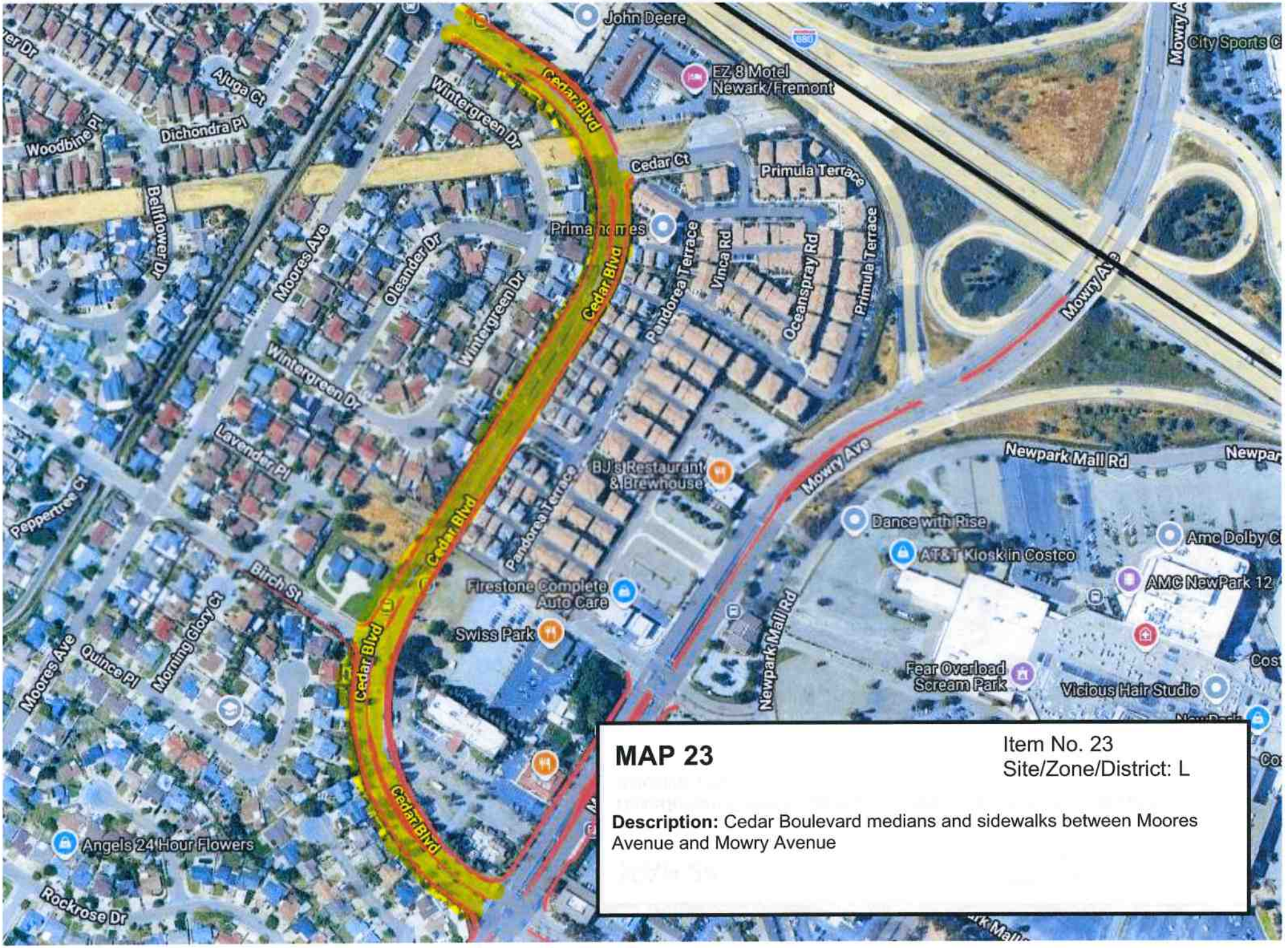
Description: Magnolia Plaza patio area between Magnolia Street and Thornton Avenue

MAP 21
Item No. 21
Site/Zone/District: J
Description: George M. Silliman Activity Center
Ooma
Levi St
Clever Kidz Home Daycare
Ebbetts St
Truckee Ct
Cherry St
Cherry St
Cherry St
Newark Skatepark
Dwaraka Organic
Coaster Co. of America
Mowry Ave
Vector Laboratories
Newark Sportsfield Park
Amazon Rd
Silliman Center Pre
The Silliman Ac
Family Aqua
Stellar Academy
Mowry Ave
Baseball Field
Station Rd
Mowry Ave
Google My Maps

MAP 22

Item No. 22
Site/Zone/District: K

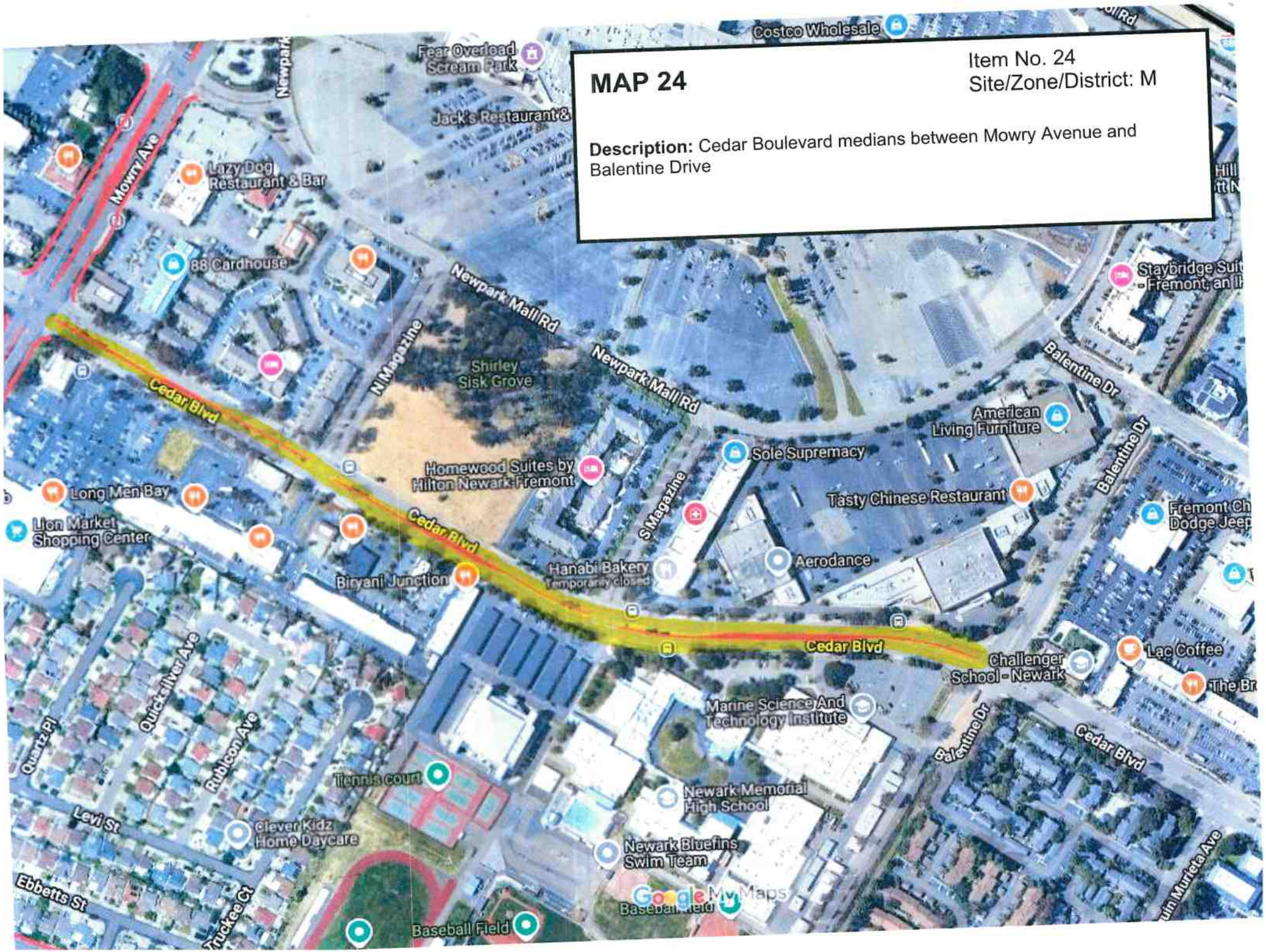
Description: Civic Center, David W. Smith City Hall, Alan L. Nagy Library, and Newark Police Department



MAP 23

Item No. 23
Site/Zone/District: L

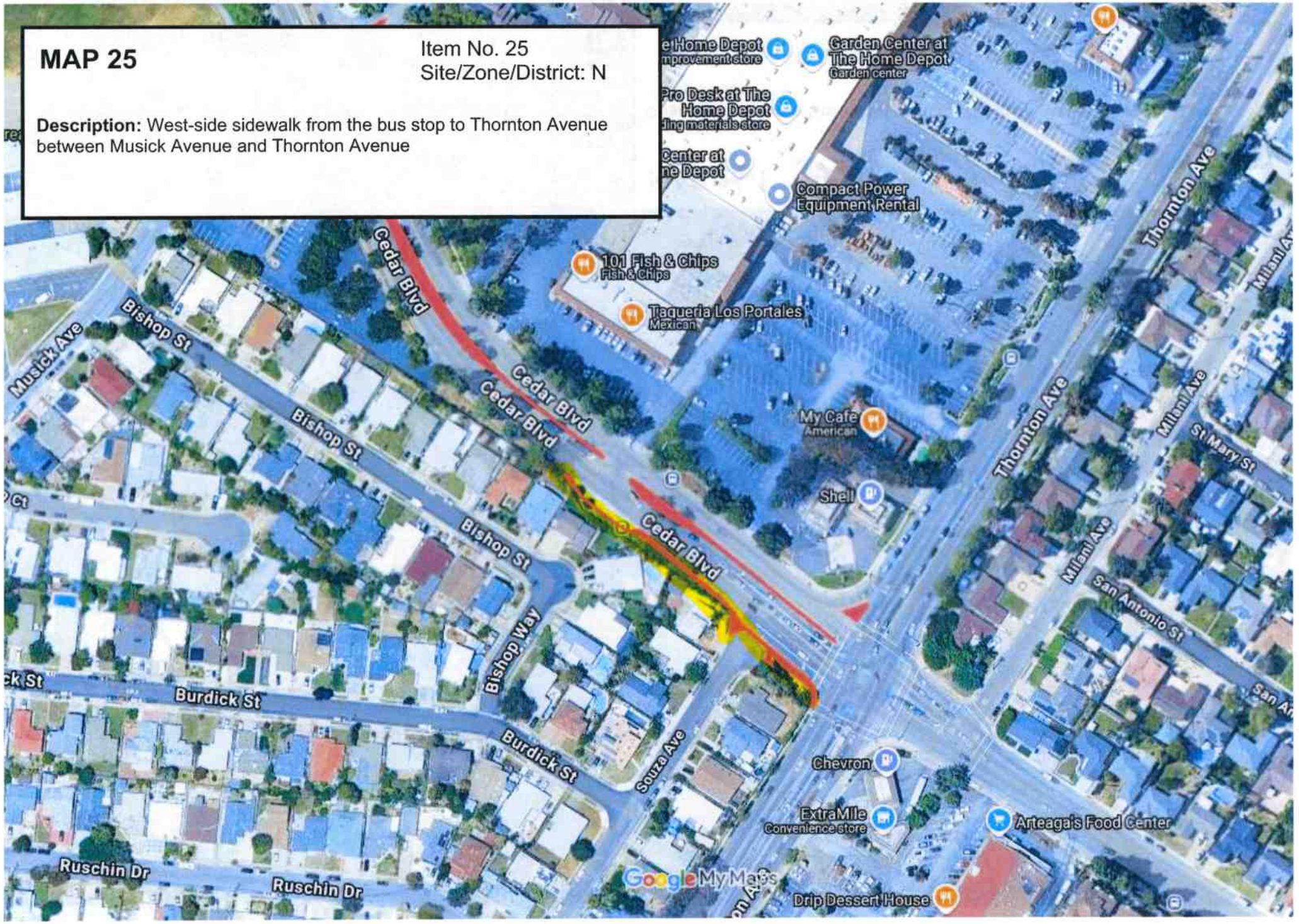
Description: Cedar Boulevard medians and sidewalks between Moores Avenue and Mowry Avenue

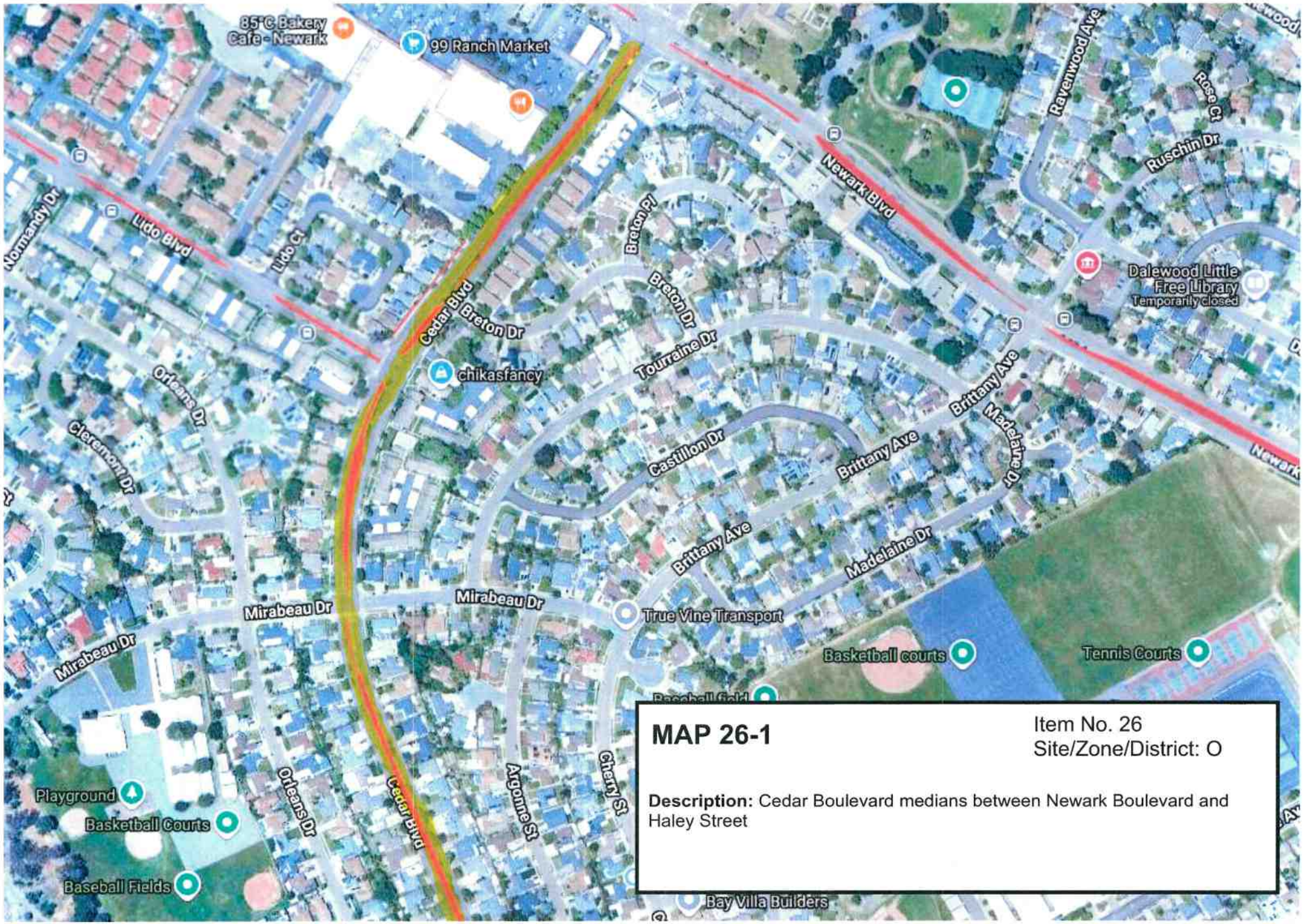

MAP 24
Item No. 24
Site/Zone/District: M
Description: Cedar Boulevard medians between Mowry Avenue and Balentine Drive
Costco Wholesale
Fear Overload Scream Park
Jack's Restaurant &
Newpark
Mowry Ave
Lazy Dog Restaurant & Bar
88 Cardhouse
Newpark Mall Rd
N Magazine
Shirley Sisk Grove
Cedar Blvd
Homewood Suites by Hilton Newark-Fremont
Long Men Bay
Lion Market Shopping Center
Biryani Junction
S Magazine
Sole Supremacy
Hanabi Bakery
Temporarily closed
Aerodance
American Living Furniture
Balentine Dr
Tasty Chinese Restaurant
Staybridge Suit
Fremont, an IH
Fremont Ch
Dodge Jeep
Lac Coffee
Challenger School - Newark
Marine Science And Technology Institute
Quicksilver Ave
Quartz Pl
Rubicon Ave
Levi St
Tennis court
Clever Kidz Home Daycare
Newark Memorial High School
Newark Bluefins Swim Team
Ebbetts St
Truckee Ct
Baseball Field
Google My Maps
Cedar Blvd

MAP 25

Item No. 25
Site/Zone/District: N

Description: West-side sidewalk from the bus stop to Thornton Avenue between Musick Avenue and Thornton Avenue





MAP 26-1

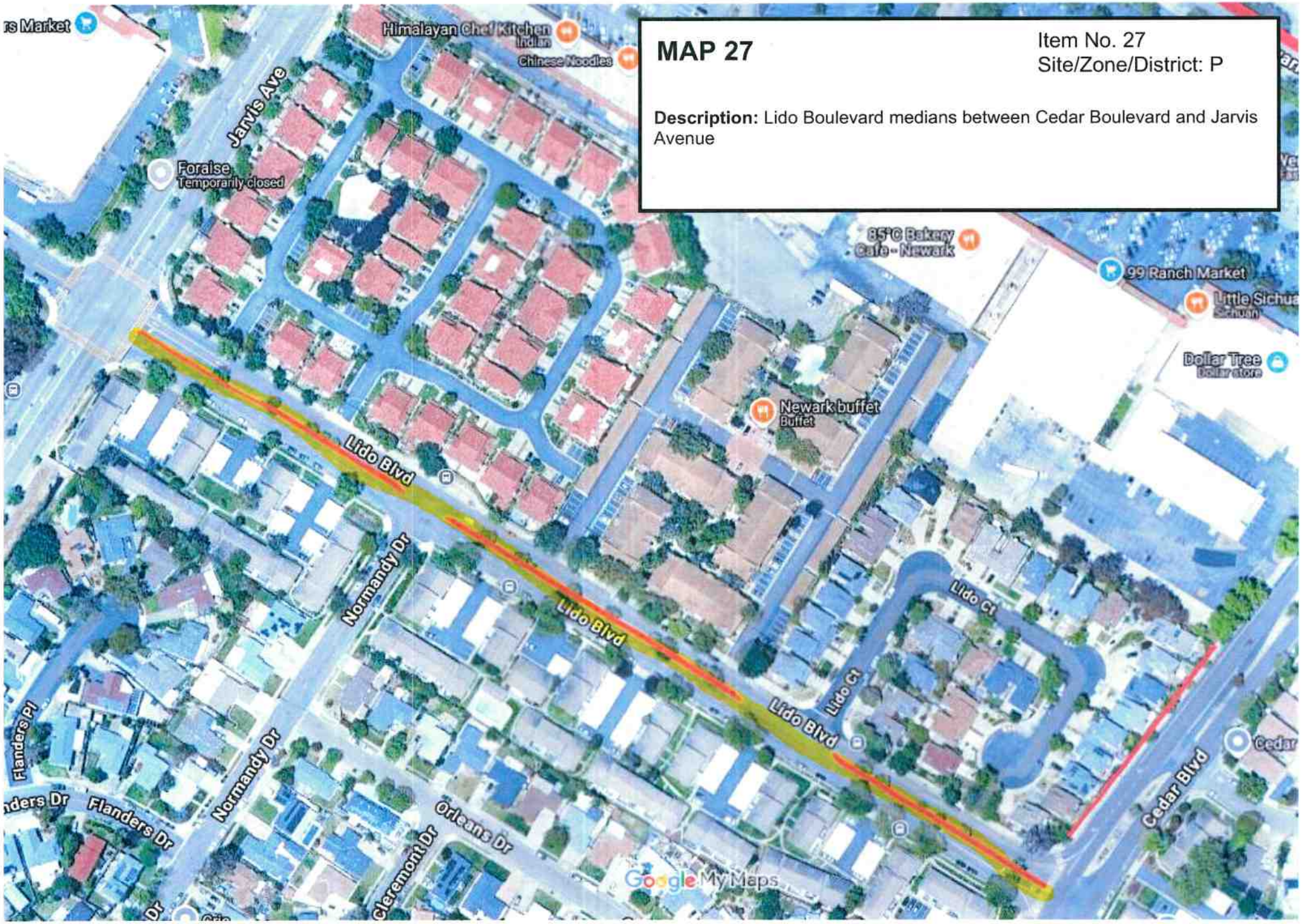
Item No. 26
Site/Zone/District: O

Description: Cedar Boulevard medians between Newark Boulevard and Haley Street

MAP 26-2

Item No. 26
Site/Zone/District: O

Description: Cedar Boulevard medians between Newark Boulevard and Haley Street


MAP 27
Item No. 27
Site/Zone/District: P
Description: Lido Boulevard medians between Cedar Boulevard and Jarvis Avenue
Jarvis Ave
Himalayan Chef Kitchen
Indian
Chinese Noodles
Foraise
Temporarily closed
85°C Bakery Cafe - Newark
99 Ranch Market
Little Sichuan
Sichuan
Dollar Tree
Dollar store
Newark buffet
Buffet
Lido Blvd
Normandy Dr
Lido Ct
Flanders Dr
Orleans Dr
Cedar Blvd
Cedar
Cleremont Dr
Google My Maps

MAP 28
Item No. 28
Site/Zone/District: Q
Description: Newark Boulevard medians between Jarvis Avenue and Ruschin Drive
Safeway
MandRo Teahouse
Jarvis Ave
CVS
Busy Bee
Blackburn Dr
Newark Blvd
Mumbai Chowk
Rosemont Square Shopping Center
McDonald's
Newark Gardens I
Fairwood Cafe
Tram Cream Coffee 5
Newark Community Center Building
MacGregor Fields
Newbark Dog Park
Cedar Blvd
Newark Community Center Park
Newark Buffet
85°C Bakery Cafe - Newark
99 Ranch Market
Ravenwood Ave
Rose Ct
Ruschin Dr
Vinewood
Normandy Dr
Lido Blvd
Lido Ct
Breton Pl
Breton Dr
Cedar Blvd
Tourraine Dr
Orleans Dr
Chikasfancy
Dalewood Little Free Library
Temporarily Closed
Brittany Ave
Google My Maps

MAP 29

Item No. 29
Site/Zone/District: R

Description: Newark Boulevard medians between Thornton Avenue and Ruschin Drive

MAP 30

Item No. 30
Site/Zone/District: S

Description: Mowry Avenue medians between Interstate I880 and Cherry Street

MAP 31

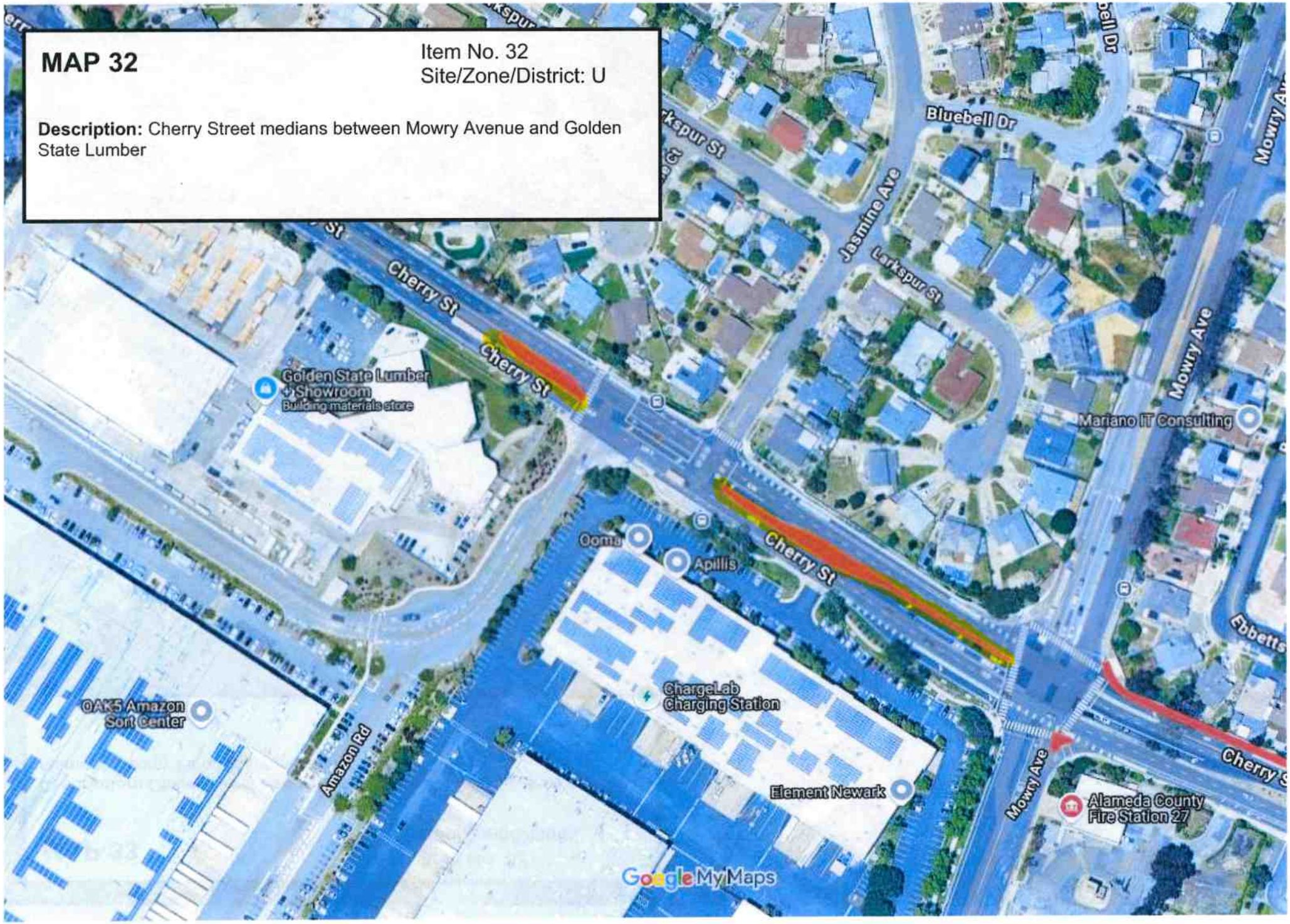
Item No. 31
Site/Zone/District: T

Description: Mowry Avenue sidewalks between Alpenrose Court and Cherry Street

MAP 32

Item No. 32
Site/Zone/District: U

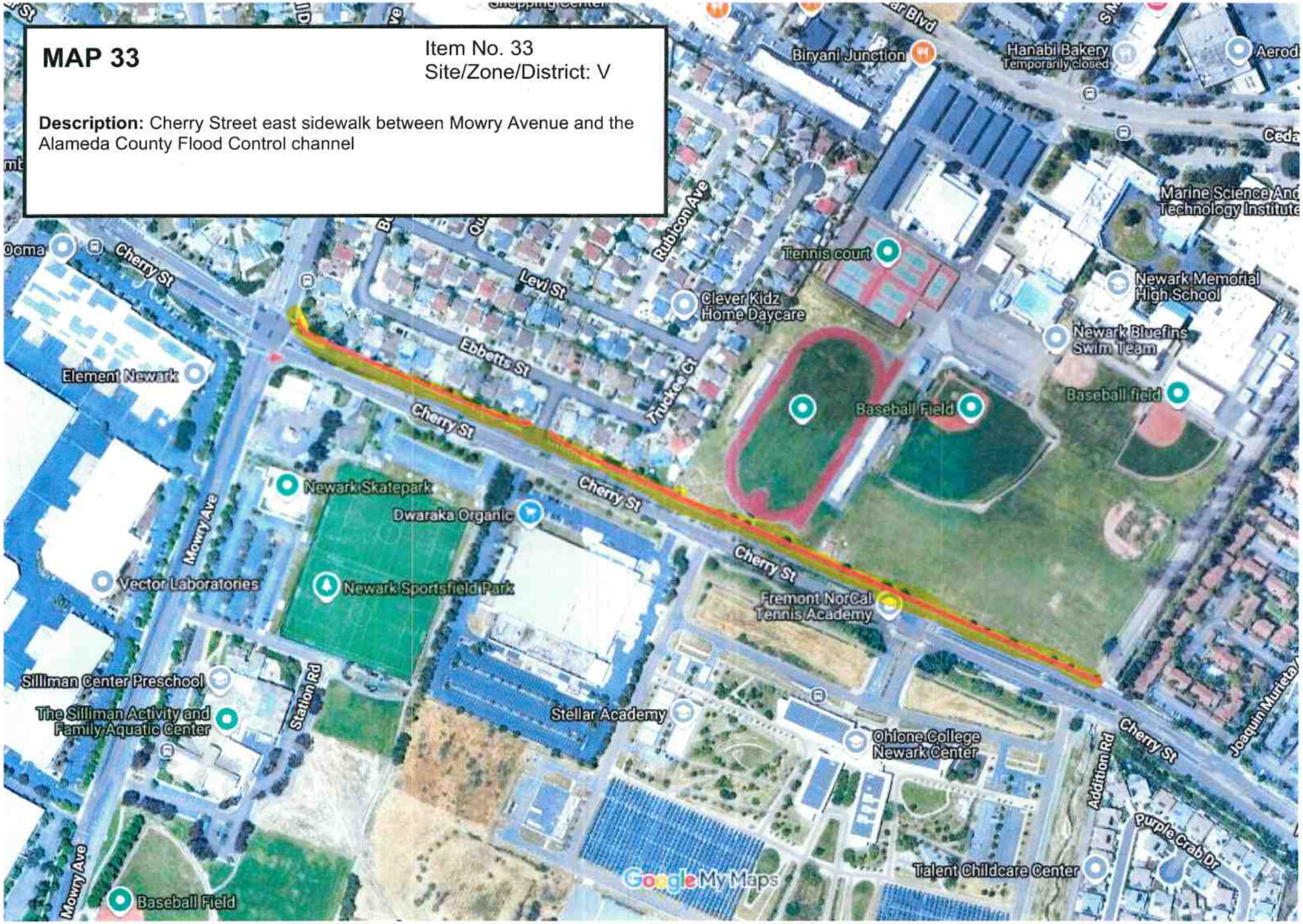
Description: Cherry Street medians between Mowry Avenue and Golden State Lumber



MAP 33

Item No. 33
Site/Zone/District: V

Description: Cherry Street east sidewalk between Mowry Avenue and the Alameda County Flood Control channel



MAP 34
Item No. 34
Site/Zone/District: W
Description: Jarvis Avenue from Cardiff Street to Lake Boulevard, south sidewalk ivy planter, and north-side pork chop island
Lake Blvd
Jarvis Ave
Donegal Ct
Cardiff St
35043
35085
35097
35061
35098
5323
5335
5347
5359
35072
35048
35121
35143
35047
35096
35122
35144
35178
35063
35032
35099
35054
Google My Maps

MAP 35
Item No. 35
Site/Zone/District: X
Description: Musick Avenue median
Musick Ave
Hafner St
Newark Blvd
Dijon Dr
Mayhews Landing Rd
Munyan St
Le Lan Salon
99 Auto Towing
KJ's Barber and Hair Creationz
Google My Maps

MAP 36

Item No. 36
Site/Zone/District: Y

Description: Port Sailwood Drive median

MAP 37

Item No. 37
Site/Zone/District: Z

Description: Newark Boulevard overpass landscape, medians, and sidewalks between Central Avenue and Thornton Avenue

MAP 38-1
Item No. 38
Site/Zone/District: AA
Description: Central Avenue medians between Sycamore Street and Interstate I880 including triangle island.
Sunrose Ave
Goldenrod Dr
Dahlia Dr
Rockspray St
Birch St
Little Flowers Montessori
Robertson Ave
Basketball
Misflower Ave
Honeysuckle Dr
Faces of gaia
Campanula Ct
Broadway Ave
Long St
Market Ave
Cotton Ave
California St
Thomas Ave
Central Ave
Hyacinth St
JF RUIZ construction
Cherry St
Pomegranate Ave
Guava Dr
Guava Pl
Lobelia Dr
Extra Space Storage
Thousandshores
360 Storage Center
Google My Maps

MAP 38-2

Item No. 38
Site/Zone/District: AA

Description: Central Avenue medians between Sycamore Street and Interstate I880 including triangle island.

MAP 39

Item No. 39
Site/Zone/District: AB

Description: Central Avenue sidewalks between Newark Boulevard and Cedar Boulevard

MAP 40
Item No. 40
Site/Zone/District: AC
Description: Headstart Ash Street Center
Daves Plumbing & Drain Services
Wells Ave
Ash St
Elm St
Oak St
Filbert St
Auto repair shop
Jerry Raber Ash Street Park
Basketball Court
Enterprise Dr
Li brothers auto
LS Trucking, Inc
Above All Plumbing
Google My Maps

MAP 41
Item No. 41
Site/Zone/District: AD
Description: Clark W. Redeker Newark Senior Center
37342
37370
37391
Filbert St
Filbert St
Filbert St
Filbert St
Newark Streets & Trees Department
Enterprise Dr
Enterprise Dr
Enterprise Dr
Google My Maps

MAP 42

Item No. 42
Site/Zone/District: AE

Description: Darvon Street wall between 36818 and 36910 Darvon Street

MAP 43
Item No. 43
Site/Zone/District: AF
Description: Cedar Boulevard wall between Lido Street and the parking lot
Lido Ct
Lido Blvd
Cedar Blvd
Cedar Townhomes
Breton Dr
chikasfancy
Google My Maps

MAP 44

Item No. 44
Site/Zone/District: AG

Description: Mayhews Landing Road wall between 6201 Mayhews Landing Road and 36523 Dijon Drive

MAP 45

Item No. 45
Site/Zone/District: AH

Description: Saint Paul Drive wall between Baine Avenue and 5967 Saint Paul Drive

MAP 46

Item No. 46
Site/Zone/District: AI

Description: Birch Street wall between Cedar Boulevard and Moores Avenue

MAP 47-1

Item No. 47
Site/Zone/District: AJ

Description: Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street

MAP 47-2

Item No. 47
Site/Zone/District: AJ

Description: Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street

MAP 47-3

Item No. 47
Site/Zone/District: AJ

Description: Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street

MAP 48

Item No. 48
Site/Zone/District: AK

Description: Mowry Avenue pork chop off Cherry Street

MAP 49
Item No. 49
Site/Zone/District: AL
Description: Cherry Street pork chops, two total, off Central Avenue
Cherry St
Central Ave
Silicon Valley Manufacturing
Thousandshores Electronics store
Google My Maps

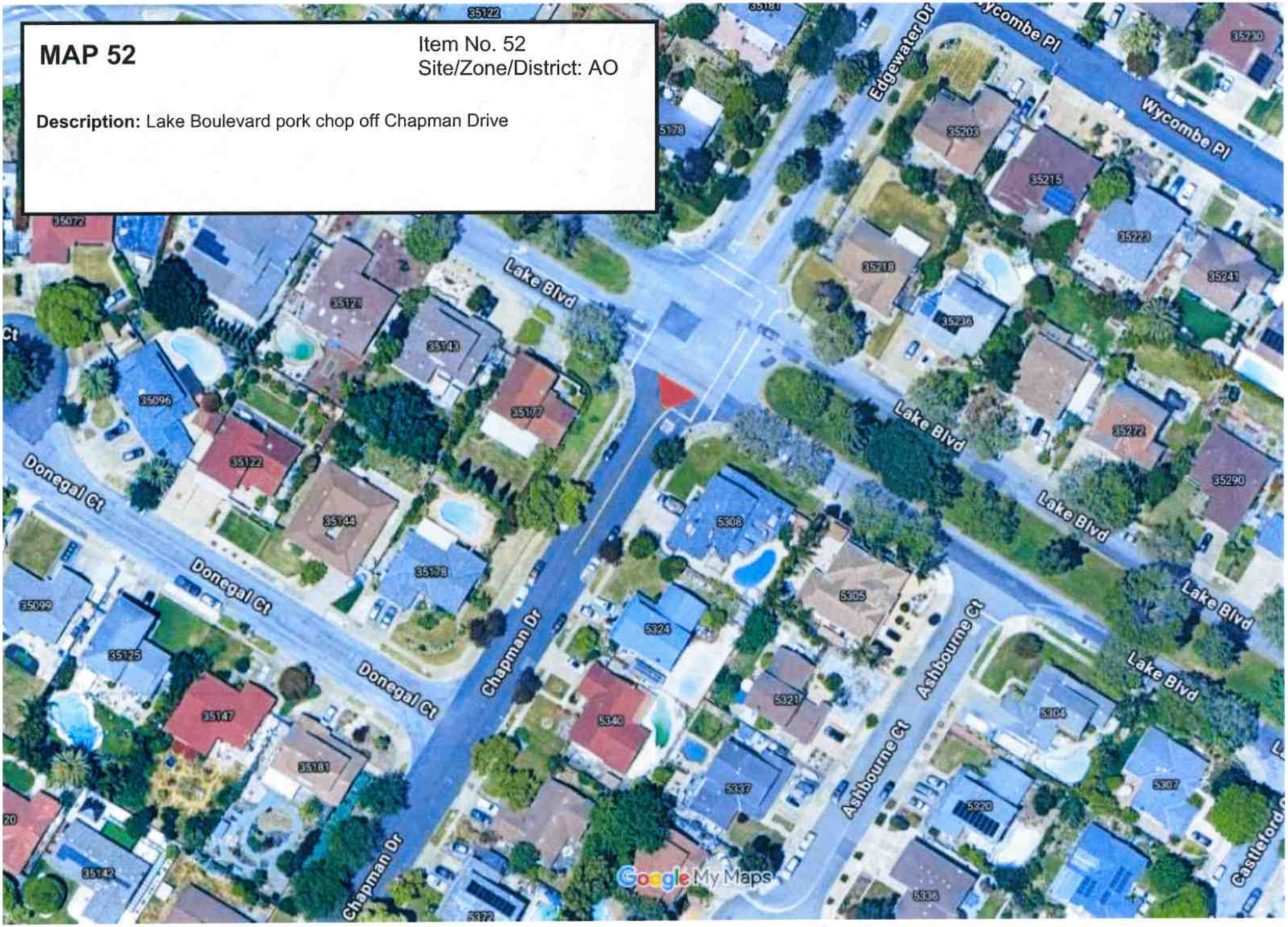
MAP 50-1

Item No. 50
Site/Zone/District: AM

Description: Thornton pork chops, one off Cedar Boulevard and two off Cherry Street

MAP 50-2
Item No. 50
Site/Zone/District: AM
Description: Thornton pork chops, one off Cedar Boulevard and two off Cherry Street
Thornton Ave
Cherry St
TNT Fireworks
Temporarily closed
Paul Lejoy, Real Estate & Mortgage Broker
Temporarily closed
Glover & Son Heating & Air Conditioning
Little Scholar ACE Academy
Kingdom Hall of Jehovah's Witnesses
New Horizons School
Google My Maps

MAP 51
Item No. 51
Site/Zone/District: AN
Description: Newark Boulevard pork chops, two total, off Mayhews Landing Road
Hafner St
99 Auto Towing
KJ's Barber and Hair Creationz
Dijon Dr
Mayhews Landing Rd
Mayhews Landing Rd
Mayhews Landing Rd
Marv's House of Liquor
Liquor store
Juanita's Polynesian Delights
Loving tree Academy
Norma's Flower Shop
Florist
Rolando Suarez - State Farm Insurance Agent
Bakery Taqueria Uno
Mente Y Cuerpo Activo Nutrition
Newark Tax & Business Services
Grocery Outlet
Dollar store
Dollar store
J K Pure Water
Newark Pure Water
Newark Blvd
Google My Maps


MAP 52
Item No. 52
Site/Zone/District: AO
Description: Lake Boulevard pork chop off Chapman Drive
Lake Blvd
Donegal Ct
Chapman Dr
Ashbourne Ct
Edgewater Dr
Wycombe Pl
Google My Maps

MAP 53
Item No. 53
Site/Zone/District: AP
Description: Enterprise Drive pork chops, two total, off Filbert Street
Clark W. Redeker
Newark Senior Center
Newark Streets &
Trees Department
Filbert St
Enterprise Dr
Enterprise Dr
Enterprise Dr
Filbert St
Filbert St
CASS, In
Google My Maps

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2026/2027					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
1	L&L 1	Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street	22,000	$418.00	$5,016.00
2	L&L 2	Jarvis Avenue medians between the UPRR tracks and Cardiff Street, and Newark Boulevard medians between Jarvis Avenue and State Route 84	27,825	$528.68	$6,344.16
3	L&L 4	Stevenson Boulevard east medians between Interstate I880 and Cherry Street, Stevenson Boulevard west medians west of Cherry Street to Eureka Drive, and Cherry Street medians between 39201 Cherry Street and Stevenson Boulevard	44,000	$836.00	$10,032.00
4	L&L 6	Cedar Boulevard medians between Balentine Drive and Stevenson Boulevard, one median on Balentine Drive at Stevenson Boulevard, and two medians at Cedar Boulevard	6,200	$130.20	$1,562.40
5	L&L 7	Perimeter landscape at Rosemont Shopping Center on Newark Boulevard	22,700	$476.70	$5,720.40
6	L&L 11	Twenty-four medians and six walls on Edgewater Drive between Cedar Boulevard and Lake Boulevard, and six medians on Parkshore Drive	23,575	$495.08	$5,940.96

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2026/2027					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
7	L&L 15	Greenbelt on Robertson Avenue on both sides of Iris Court	3,500	$73.30	$879.60
8	L&L 16	Kiote Drive medians	10,700	$224.70	$2,696.40
9	L&L 17	Newark Boulevard and Mayhews Landing Road greenbelt	17,700	$336.30	$4,035.60
10	L&L 18	Cedar Boulevard medians and wall landscaping between Central Avenue and Smith Street	20,000	$380.00	$4,560.00
11	L&L 19	Enterprise Drive medians between Aleppo Drive and Hickory Street, Willow Street medians between Enterprise Drive and Central Avenue, west-side frontage of A.C.F.C. Canal, three roundabouts on Willow Street, and one roundabout on Hickory Street	35,000	$665.00	$7,980.00
12	A	Cedar Boulevard east medians between Newark Boulevard and Milani Avenue	36,000	$756.00	$9,072.00
13	B	Cherry Street backup and wall between the southeast corner of Central Avenue and Mowry Avenue, and Cherry Street median facing Fire Station No. 3 and Sportsfields Park	87,600	$1,839.60	$22,075.20

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2026/2027					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
14	C	Jarvis Avenue medians between Spruce Street and the railroad right-of-way, backup wall landscape between Spruce Street and Haley Street, one median on Fircrest Street at Jarvis Avenue, and one median on Haley Street at Jarvis Avenue	57,000	$1,197.00	$14,364.00
15	D	Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue	90,400	$1,898.40	$22,780.80
16	E	Four Thornton Avenue backup walls between Interstate I880 and Newark Boulevard	15,500	$325.50	$3,906.00
17	F	Cedar Boulevard west medians and wall between Willow Street and Bridgepointe Drive	13,120	$275.52	$3,306.24
18	G	Mel Nunes Sportsfields Park, Skate Park, and Cherry Street parking lot	112,000	$2,128.00	$25,536.00
19	H	Thornton Avenue west medians between Willow Street and unincorporated Cedar Boulevard	9,050	$190.05	$2,280.60
20	I	Magnolia Plaza patio area between Magnolia Street and Thornton Avenue	2,500	$52.50	$630.00
21	J	George M. Silliman Activity Center	25,240	$530.04	$6,360.48
22	K	Civic Center, David W. Smith City Hall, Alan L. Nagy Library, and Newark Police Department	167,000	$3,173.00	$38,076.00

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2026/2027					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
23	L	Cedar Boulevard medians and sidewalks between Moores Avenue and Mowry Avenue	75,230	$1,429.37	$17,152.44
24	M	Cedar Boulevard medians between Mowry Avenue and Balentine Drive	49,500	$940.50	$11,286.00
25	N	Cedar Boulevard medians and west-side sidewalk from the bus stop to Thornton Avenue between Musick Avenue and Thornton Avenue	29,700	$623.70	$7,484.40
26	O	Cedar Boulevard medians between Newark Boulevard and Haley Street	69,300	$1,455.30	$17,463.60
27	P	Lido Boulevard medians between Cedar Boulevard and Jarvis Avenue	28,500	$598.50	$7,182.00
28	Q	Newark Boulevard medians between Jarvis Avenue and Ruschin Drive	39,600	$831.60	$9,979.20
29	R	Newark Boulevard medians between Thornton Avenue and Ruschin Drive	69,300	$1,316.70	$15,800.40
30	S	Mowry Avenue medians between Interstate I880 and Cherry Street	66,000	$1,254.00	$15,048.00
31	T	Mowry Avenue sidewalks between Alpenrose Court and Cherry Street	20,800	$436.80	$5,241.60
32	U	Cherry Street medians between Mowry Avenue and Golden State Lumber	7,920	$166.32	$1,995.84

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2026/2027					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
33	V	Cherry Street east sidewalk between Mowry Avenue and the Alameda County Flood Control channel	26,400	$554.40	$6,652.80
34	W	Jarvis Avenue from Cardiff Street to Lake Boulevard, south sidewalk ivy planter, and north-side pork chop island	18,075	$379.58	$4,554.96
35	X	Musick Avenue median	250	$5.25	$63.00
36	Y	Port Sailwood Drive median	250	$5.25	$63.00
37	Z	Newark Boulevard overpass landscape, medians, and sidewalks between Central Avenue and Thornton Avenue	112,300	$2,133.70	$25,604.40
38	AA	Central Avenue medians between Sycamore Street and Interstate I880	9,600	$201.60	$2,419.20
39	AB	Central Avenue sidewalks between Newark Boulevard and Cedar Boulevard	6,600	$130.60	$1,567.20
40	AC	Newark Resource Center	13,500	$283.50	$3,402.00
41	AD	Clark W. Redeker Newark Senior Center	32,000	$672.00	$8,064.00
42	AE	Darvon Street wall between 36818 and 36910 Darvon Street	2,200	$46.20	$554.40
43	AF	Cedar Boulevard wall between Lido Street and the parking lot	3,400	$71.40	$856.80
44	AG	Mayhews Landing Road wall between 6201 Mayhews Landing Road and 36523 Dijon Drive	3,200	$67.20	$806.40
45	AH	Saint Paul Drive wall between Baine Avenue and 5967 Saint Paul Drive	3,300	$69.30	$831.60

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2026/2027					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
46	AI	Birch Street wall between Cedar Boulevard and Moores Avenue	9,800	$205.80	$2,469.60
47	AJ	Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street	600	$12.60	$151.20
48	AK	Mowry Avenue pork chop off Cherry Street	200	$4.20	$50.40
49	AL	Cherry Street pork chops, two total, off Central Avenue	400	$8.40	$100.80
50	AM	Thornton pork chops, one off Cedar Boulevard and two off Cherry Street	600	$12.60	$151.20
51	AN	Newark Boulevard pork chops, two total, off Mayhews Landing Road	400	$8.40	$100.80
52	AO	Lake Boulevard pork chop off Chapman Drive	200	$4.20	$50.40
53	AP	Enterprise Drive pork chops, two total, off Filbert Street	400	$8.40	$100.80

Total Monthly Base Maintenance Bid:	$30,866.94

Total Annual Base Maintenance Bid:	$370,403.28

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2027/2028					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
1	L&L 1	Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street	22,000	$418.00	$5,016.00
2	L&L 2	Jarvis Avenue medians between the UPRR tracks and Cardiff Street, and Newark Boulevard medians between Jarvis Avenue and State Route 84	27,825	$528.68	$6,344.16
3	L&L 4	Stevenson Boulevard east medians between Interstate I880 and Cherry Street, Stevenson Boulevard west medians west of Cherry Street to Eureka Drive, and Cherry Street medians between 39201 Cherry Street and Stevenson Boulevard	44,000	$836.00	$10,032.00
4	L&L 6	Cedar Boulevard medians between Balentine Drive and Stevenson Boulevard, one median on Balentine Drive at Stevenson Boulevard, and two medians at Cedar Boulevard	6,200	$130.20	$1,562.40
5	L&L 7	Perimeter landscape at Rosemont Shopping Center on Newark Boulevard	22,700	$476.70	$5,720.40
6	L&L 11	Twenty-four medians and six walls on Edgewater Drive between Cedar Boulevard and Lake Boulevard, and six medians on Parkshore Drive	23,575	$495.08	$5,940.96

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Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
7	L&L 15	Greenbelt on Robertson Avenue on both sides of Iris Court	3,500	$73.30	$879.60
8	L&L 16	Kiote Drive medians	10,700	$224.70	$2,696.40
9	L&L 17	Newark Boulevard and Mayhews Landing Road greenbelt	17,700	$336.30	$4,035.60
10	L&L 18	Cedar Boulevard medians and wall landscaping between Central Avenue and Smith Street	20,000	$380.00	$4,560.00
11	L&L 19	Enterprise Drive medians between Aleppo Drive and Hickory Street, Willow Street medians between Enterprise Drive and Central Avenue, west-side frontage of A.C.F.C. Canal, three roundabouts on Willow Street, and one roundabout on Hickory Street	35,000	$665.00	$7,980.00
12	A	Cedar Boulevard east medians between Newark Boulevard and Milani Avenue	36,000	$756.00	$9,072.00
13	B	Cherry Street backup and wall between the southeast corner of Central Avenue and Mowry Avenue, and Cherry Street median facing Fire Station No. 3 and Sportsfields Park	87,600	$1,839.60	$22,075.20

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Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
14	C	Jarvis Avenue medians between Spruce Street and the railroad right-of-way, backup wall landscape between Spruce Street and Haley Street, one median on Fircrest Street at Jarvis Avenue, and one median on Haley Street at Jarvis Avenue	57,000	$1,197.00	$14,364.00
15	D	Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue	90,400	$1,898.40	$22,780.80
16	E	Four Thornton Avenue backup walls between Interstate I880 and Newark Boulevard	15,500	$325.50	$3,906.00
17	F	Cedar Boulevard west medians and wall between Willow Street and Bridgepointe Drive	13,120	$275.52	$3,306.24
18	G	Mel Nunes Sportsfields Park, Skate Park, and Cherry Street parking lot	112,000	$2,128.00	$25,536.00
19	H	Thornton Avenue west medians between Willow Street and unincorporated Cedar Boulevard	9,050	$190.05	$2,280.60
20	I	Magnolia Plaza patio area between Magnolia Street and Thornton Avenue	2,500	$52.50	$630.00
21	J	George M. Silliman Activity Center	25,240	$530.04	$6,360.48
22	K	Civic Center, David W. Smith City Hall, Alan L. Nagy Library, and Newark Police Department	167,000	$3,173.00	$38,076.00

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2027/2028					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
23	L	Cedar Boulevard medians and sidewalks between Moores Avenue and Mowry Avenue	75,230	$1,429.37	$17,152.44
24	M	Cedar Boulevard medians between Mowry Avenue and Balentine Drive	49,500	$940.50	$11,286.00
25	N	Cedar Boulevard medians and west-side sidewalk from the bus stop to Thornton Avenue between Musick Avenue and Thornton Avenue	29,700	$623.70	$7,484.40
26	O	Cedar Boulevard medians between Newark Boulevard and Haley Street	69,300	$1,455.30	$17,463.60
27	P	Lido Boulevard medians between Cedar Boulevard and Jarvis Avenue	28,500	$598.50	$7,182.00
28	Q	Newark Boulevard medians between Jarvis Avenue and Ruschin Drive	39,600	$831.60	$9,979.20
29	R	Newark Boulevard medians between Thornton Avenue and Ruschin Drive	69,300	$1,316.70	$15,800.40
30	S	Mowry Avenue medians between Interstate I880 and Cherry Street	66,000	$1,254.00	$15,048.00
31	T	Mowry Avenue sidewalks between Alpenrose Court and Cherry Street	20,800	$436.80	$5,241.60
32	U	Cherry Street medians between Mowry Avenue and Golden State Lumber	7,920	$166.32	$1,995.84

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Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
33	V	Cherry Street east sidewalk between Mowry Avenue and the Alameda County Flood Control channel	26,400	$554.40	$6,652.80
34	W	Jarvis Avenue from Cardiff Street to Lake Boulevard, south sidewalk ivy planter, and north-side pork chop island	18,075	$379.58	$4,554.96
35	X	Musick Avenue median	250	$5.25	$63.00
36	Y	Port Sailwood Drive median	250	$5.25	$63.00
37	Z	Newark Boulevard overpass landscape, medians, and sidewalks between Central Avenue and Thornton Avenue	112,300	$2,133.70	$25,604.40
38	AA	Central Avenue medians between Sycamore Street and Interstate I880	9,600	$201.60	$2,419.20
39	AB	Central Avenue sidewalks between Newark Boulevard and Cedar Boulevard	6,600	$130.60	$1,567.20
40	AC	Newark Resource Center	13,500	$283.50	$3,402.00
41	AD	Clark W. Redeker Newark Senior Center	32,000	$672.00	$8,064.00
42	AE	Darvon Street wall between 36818 and 36910 Darvon Street	2,200	$46.20	$554.40
43	AF	Cedar Boulevard wall between Lido Street and the parking lot	3,400	$71.40	$856.80
44	AG	Mayhews Landing Road wall between 6201 Mayhews Landing Road and 36523 Dijon Drive	3,200	$67.20	$806.40

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2027/2028					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
45	AH	Saint Paul Drive wall between Baine Avenue and 5967 Saint Paul Drive	3,300	$69.30	$831.60
46	AI	Birch Street wall between Cedar Boulevard and Moores Avenue	9,800	$205.80	$2,469.60
47	AJ	Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street	600	$12.60	$151.20
48	AK	Mowry Avenue pork chop off Cherry Street	200	$4.20	$50.40
49	AL	Cherry Street pork chops, two total, off Central Avenue	400	$8.40	$100.80
50	AM	Thornton pork chops, one off Cedar Boulevard and two off Cherry Street	600	$12.60	$151.20
51	AN	Newark Boulevard pork chops, two total, off Mayhews Landing Road	400	$8.40	$100.80
52	AO	Lake Boulevard pork chop off Chapman Drive	200	$4.20	$50.40
53	AP	Enterprise Drive pork chops, two total, off Filbert Street	400	$8.40	$100.80

Total Monthly Base Maintenance Bid:	$30,866.94

Total Annual Base Maintenance Bid:	$370,403.28

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2028/2029					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
1	L&L 1	Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street	22,000	$428.45	$5,141.40
2	L&L 2	Jarvis Avenue medians between the UPRR tracks and Cardiff Street, and Newark Boulevard medians between Jarvis Avenue and State Route 84	27,825	$541.90	$6,502.76
3	L&L 4	Stevenson Boulevard east medians between Interstate I880 and Cherry Street, Stevenson Boulevard west medians west of Cherry Street to Eureka Drive, and Cherry Street medians between 39201 Cherry Street and Stevenson Boulevard	44,000	$856.90	$10,282.80
4	L&L 6	Cedar Boulevard medians between Balentine Drive and Stevenson Boulevard, one median on Balentine Drive at Stevenson Boulevard, and two medians at Cedar Boulevard	6,200	$133.46	$1,601.46
5	L&L 7	Perimeter landscape at Rosemont Shopping Center on Newark Boulevard	22,700	$488.62	$5,863.41
6	L&L 11	Twenty-four medians and six walls on Edgewater Drive between Cedar Boulevard and Lake Boulevard, and six medians on Parkshore Drive	23,575	$507.46	$6,089.48

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2028/2029					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
7	L&L 15	Greenbelt on Robertson Avenue on both sides of Iris Court	3,500	$75.13	$901.59
8	L&L 16	Kiote Drive medians	10,700	$230.32	$2,763.81
9	L&L 17	Newark Boulevard and Mayhews Landing Road greenbelt	17,700	$344.71	$4,136.49
10	L&L 18	Cedar Boulevard medians and wall landscaping between Central Avenue and Smith Street	20,000	$389.50	$4,674.00
11	L&L 19	Enterprise Drive medians between Aleppo Drive and Hickory Street, Willow Street medians between Enterprise Drive and Central Avenue, west-side frontage of A.C.F.C. Canal, three roundabouts on Willow Street, and one roundabout on Hickory Street	35,000	$681.63	$8,179.50
12	A	Cedar Boulevard east medians between Newark Boulevard and Milani Avenue	36,000	$774.90	$9,298.80
13	B	Cherry Street backup and wall between the southeast corner of Central Avenue and Mowry Avenue, and Cherry Street median facing Fire Station No. 3 and Sportsfields Park	87,600	$1,885.59	$22,627.08

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2028/2029					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
14	C	Jarvis Avenue medians between Spruce Street and the railroad right-of-way, backup wall landscape between Spruce Street and Haley Street, one median on Fircrest Street at Jarvis Avenue, and one median on Haley Street at Jarvis Avenue	57,000	$1,226.93	$14,723.10
15	D	Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue	90,400	$1,945.86	$23,350.32
16	E	Four Thornton Avenue backup walls between Interstate I880 and Newark Boulevard	15,500	$333.64	$4,003.65
17	F	Cedar Boulevard west medians and wall between Willow Street and Bridgepointe Drive	13,120	$282.41	$3,388.90
18	G	Mel Nunes Sportsfields Park, Skate Park, and Cherry Street parking lot	112,000	$2,181.20	$26,174.40
19	H	Thornton Avenue west medians between Willow Street and unincorporated Cedar Boulevard	9,050	$194.80	$2,337.62
20	I	Magnolia Plaza patio area between Magnolia Street and Thornton Avenue	2,500	$53.81	$645.75
21	J	George M. Silliman Activity Center	25,240	$543.29	$6,519.49
22	K	Civic Center, David W. Smith City Hall, Alan L. Nagy Library, and Newark Police Department	167,000	$3,252.33	$39,027.90

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2028/2029					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
23	L	Cedar Boulevard medians and sidewalks between Moores Avenue and Mowry Avenue	75,230	$1,465.10	$17,581.25
24	M	Cedar Boulevard medians between Mowry Avenue and Balentine Drive	49,500	$964.01	$11,568.15
25	N	Cedar Boulevard medians and west-side sidewalk from the bus stop to Thornton Avenue between Musick Avenue and Thornton Avenue	29,700	$639.29	$7,671.51
26	O	Cedar Boulevard medians between Newark Boulevard and Haley Street	69,300	$1,491.68	$17,900.19
27	P	Lido Boulevard medians between Cedar Boulevard and Jarvis Avenue	28,500	$613.46	$7,361.55
28	Q	Newark Boulevard medians between Jarvis Avenue and Ruschin Drive	39,600	$852.39	$10,228.68
29	R	Newark Boulevard medians between Thornton Avenue and Ruschin Drive	69,300	$1,349.62	$16,195.41
30	S	Mowry Avenue medians between Interstate I880 and Cherry Street	66,000	$1,285.35	$15,424.20
31	T	Mowry Avenue sidewalks between Alpenrose Court and Cherry Street	20,800	$447.72	$5,372.64
32	U	Cherry Street medians between Mowry Avenue and Golden State Lumber	7,920	$170.48	$2,045.74

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2028/2029					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
33	V	Cherry Street east sidewalk between Mowry Avenue and the Alameda County Flood Control channel	26,400	$568.26	$6,819.12
34	W	Jarvis Avenue from Cardiff Street to Lake Boulevard, south sidewalk ivy planter, and north-side pork chop island	18,075	$389.07	$4,668.83
35	X	Musick Avenue median	250	$5.38	$64.58
36	Y	Port Sailwood Drive median	250	$5.38	$64.58
37	Z	Newark Boulevard overpass landscape, medians, and sidewalks between Central Avenue and Thornton Avenue	112,300	$2,187.04	$26,244.51
38	AA	Central Avenue medians between Sycamore Street and Interstate I880	9,600	$206.64	$2,479.68
39	AB	Central Avenue sidewalks between Newark Boulevard and Cedar Boulevard	6,600	$133.87	$1,606.38
40	AC	Newark Resource Center	13,500	$290.59	$3,487.05
41	AD	Clark W. Redeker Newark Senior Center	32,000	$688.80	$8,265.60
42	AE	Darvon Street wall between 36818 and 36910 Darvon Street	2,200	$47.36	$568.26
43	AF	Cedar Boulevard wall between Lido Street and the parking lot	3,400	$73.19	$878.22
44	AG	Mayhews Landing Road wall between 6201 Mayhews Landing Road and 36523 Dijon Drive	3,200	$68.88	$826.56
45	AH	Saint Paul Drive wall between Baine Avenue and 5967 Saint Paul Drive	3,300	$71.03	$852.39

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2028/2029					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
46	AI	Birch Street wall between Cedar Boulevard and Moores Avenue	9,800	$210.95	$2,531.34
47	AJ	Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street	600	$12.92	$154.98
48	AK	Mowry Avenue pork chop off Cherry Street	200	$4.31	$51.66
49	AL	Cherry Street pork chops, two total, off Central Avenue	400	$8.61	$103.32
50	AM	Thornton pork chops, one off Cedar Boulevard and two off Cherry Street	600	$12.92	$154.98
51	AN	Newark Boulevard pork chops, two total, off Mayhews Landing Road	400	$8.61	$103.32
52	AO	Lake Boulevard pork chop off Chapman Drive	200	$4.31	$51.66
53	AP	Enterprise Drive pork chops, two total, off Filbert Street	400	$8.61	$103.32

Total Monthly Base Maintenance Bid:	$31,638.61

Total Annual Base Maintenance Bid:	$379,663.36

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2029/2030					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
1	L&L 1	Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street	22,000	$439.16	$5,269.94
2	L&L 2	Jarvis Avenue medians between the UPRR tracks and Cardiff Street, and Newark Boulevard medians between Jarvis Avenue and State Route 84	27,825	$555.44	$6,665.33
3	L&L 4	Stevenson Boulevard east medians between Interstate I880 and Cherry Street, Stevenson Boulevard west medians west of Cherry Street to Eureka Drive, and Cherry Street medians between 39201 Cherry Street and Stevenson Boulevard	44,000	$878.32	$10,539.87
4	L&L 6	Cedar Boulevard medians between Balentine Drive and Stevenson Boulevard, one median on Balentine Drive at Stevenson Boulevard, and two medians at Cedar Boulevard	6,200	$136.79	$1,641.50
5	L&L 7	Perimeter landscape at Rosemont Shopping Center on Newark Boulevard	22,700	$500.83	$6,010.00
6	L&L 11	Twenty-four medians and six walls on Edgewater Drive between Cedar Boulevard and Lake Boulevard, and six medians on Parkshore Drive	23,575	$520.14	$6,241.72

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2029/2030					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
7	L&L 15	Greenbelt on Robertson Avenue on both sides of Iris Court	3,500	$77.01	$924.13
8	L&L 16	Kiote Drive medians	10,700	$236.08	$2,832.91
9	L&L 17	Newark Boulevard and Mayhews Landing Road greenbelt	17,700	$353.33	$4,239.90
10	L&L 18	Cedar Boulevard medians and wall landscaping between Central Avenue and Smith Street	20,000	$399.24	$4,790.85
11	L&L 19	Enterprise Drive medians between Aleppo Drive and Hickory Street, Willow Street medians between Enterprise Drive and Central Avenue, west-side frontage of A.C.F.C. Canal, three roundabouts on Willow Street, and one roundabout on Hickory Street	35,000	$698.67	$8,383.99
12	A	Cedar Boulevard east medians between Newark Boulevard and Milani Avenue	36,000	$794.27	$9,531.27
13	B	Cherry Street backup and wall between the southeast corner of Central Avenue and Mowry Avenue, and Cherry Street median facing Fire Station No. 3 and Sportsfields Park	87,600	$1,932.73	$23,192.76

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2029/2030					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
14	C	Jarvis Avenue medians between Spruce Street and the railroad right-of-way, backup wall landscape between Spruce Street and Haley Street, one median on Fircrest Street at Jarvis Avenue, and one median on Haley Street at Jarvis Avenue	57,000	$1,257.60	$15,091.18
15	D	Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue	90,400	$1,994.51	$23,934.08
16	E	Four Thornton Avenue backup walls between Interstate I880 and Newark Boulevard	15,500	$341.98	$4,103.74
17	F	Cedar Boulevard west medians and wall between Willow Street and Bridgepointe Drive	13,120	$289.47	$3,473.62
18	G	Mel Nunes Sportsfields Park, Skate Park, and Cherry Street parking lot	112,000	$2,235.73	$26,828.76
19	H	Thornton Avenue west medians between Willow Street and unincorporated Cedar Boulevard	9,050	$199.67	$2,396.06
20	I	Magnolia Plaza patio area between Magnolia Street and Thornton Avenue	2,500	$55.16	$661.89
21	J	George M. Silliman Activity Center	25,240	$556.87	$6,682.48
22	K	Civic Center, David W. Smith City Hall, Alan L. Nagy Library, and Newark Police Department	167,000	$3,333.63	$40,003.60

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2029/2030					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
23	L	Cedar Boulevard medians and sidewalks between Moores Avenue and Mowry Avenue	75,230	$1,501.73	$18,020.78
24	M	Cedar Boulevard medians between Mowry Avenue and Balentine Drive	49,500	$988.11	$11,857.35
25	N	Cedar Boulevard medians and west-side sidewalk from the bus stop to Thornton Avenue between Musick Avenue and Thornton Avenue	29,700	$655.27	$7,863.30
26	O	Cedar Boulevard medians between Newark Boulevard and Haley Street	69,300	$1,528.97	$18,347.69
27	P	Lido Boulevard medians between Cedar Boulevard and Jarvis Avenue	28,500	$628.80	$7,545.59
28	Q	Newark Boulevard medians between Jarvis Avenue and Ruschin Drive	39,600	$873.70	$10,484.40
29	R	Newark Boulevard medians between Thornton Avenue and Ruschin Drive	69,300	$1,383.36	$16,600.30
30	S	Mowry Avenue medians between Interstate I880 and Cherry Street	66,000	$1,317.48	$15,809.81
31	T	Mowry Avenue sidewalks between Alpenrose Court and Cherry Street	20,800	$458.91	$5,506.96
32	U	Cherry Street medians between Mowry Avenue and Golden State Lumber	7,920	$174.74	$2,096.88

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2029/2030					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
33	V	Cherry Street east sidewalk between Mowry Avenue and the Alameda County Flood Control channel	26,400	$582.47	$6,989.60
34	W	Jarvis Avenue from Cardiff Street to Lake Boulevard, south sidewalk ivy planter, and north-side pork chop island	18,075	$398.80	$4,785.55
35	X	Musick Avenue median	250	$5.52	$66.19
36	Y	Port Sailwood Drive median	250	$5.52	$66.19
37	Z	Newark Boulevard overpass landscape, medians, and sidewalks between Central Avenue and Thornton Avenue	112,300	$2,241.72	$26,900.62
38	AA	Central Avenue medians between Sycamore Street and Interstate I880	9,600	$211.81	$2,541.67
39	AB	Central Avenue sidewalks between Newark Boulevard and Cedar Boulevard	6,600	$137.21	$1,646.54
40	AC	Newark Resource Center	13,500	$297.85	$3,574.23
41	AD	Clark W. Redeker Newark Senior Center	32,000	$706.02	$8,472.24
42	AE	Darvon Street wall between 36818 and 36910 Darvon Street	2,200	$48.54	$582.47
43	AF	Cedar Boulevard wall between Lido Street and the parking lot	3,400	$75.01	$900.18
44	AG	Mayhews Landing Road wall between 6201 Mayhews Landing Road and 36523 Dijon Drive	3,200	$70.60	$847.22
45	AH	Saint Paul Drive wall between Baine Avenue and 5967 Saint Paul Drive	3,300	$72.81	$873.70

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2029/2030					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
46	AI	Birch Street wall between Cedar Boulevard and Moores Avenue	9,800	$216.22	$2,594.62
47	AJ	Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street	600	$13.24	$158.85
48	AK	Mowry Avenue pork chop off Cherry Street	200	$4.41	$52.95
49	AL	Cherry Street pork chops, two total, off Central Avenue	400	$8.83	$105.90
50	AM	Thornton pork chops, one off Cedar Boulevard and two off Cherry Street	600	$13.24	$158.85
51	AN	Newark Boulevard pork chops, two total, off Mayhews Landing Road	400	$8.83	$105.90
52	AO	Lake Boulevard pork chop off Chapman Drive	200	$4.41	$52.95
53	AP	Enterprise Drive pork chops, two total, off Filbert Street	400	$8.83	$105.90

Total Monthly Base Maintenance Bid:	$32,429.58

Total Annual Base Maintenance Bid:	$389,154.95

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2030/2031					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
1	L&L 1	Central Avenue medians and strip landscape along flood control channel between Filbert Street and Willow Street	22,000	$450.14	$5,401.68
2	L&L 2	Jarvis Avenue medians between the UPRR tracks and Cardiff Street, and Newark Boulevard medians between Jarvis Avenue and State Route 84	27,825	$569.33	$6,831.97
3	L&L 4	Stevenson Boulevard east medians between Interstate I880 and Cherry Street, Stevenson Boulevard west medians west of Cherry Street to Eureka Drive, and Cherry Street medians between 39201 Cherry Street and Stevenson Boulevard	44,000	$900.28	$10,803.37
4	L&L 6	Cedar Boulevard medians between Balentine Drive and Stevenson Boulevard, one median on Balentine Drive at Stevenson Boulevard, and two medians at Cedar Boulevard	6,200	$140.21	$1,682.53
5	L&L 7	Perimeter landscape at Rosemont Shopping Center on Newark Boulevard	22,700	$513.35	$6,160.25
6	L&L 11	Twenty-four medians and six walls on Edgewater Drive between Cedar Boulevard and Lake Boulevard, and six medians on Parkshore Drive	23,575	$533.15	$6,397.76

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2030/2031					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
7	L&L 15	Greenbelt on Robertson Avenue on both sides of Iris Court	3,500	$78.94	$947.23
8	L&L 16	Kiote Drive medians	10,700	$241.98	$2,903.73
9	L&L 17	Newark Boulevard and Mayhews Landing Road greenbelt	17,700	$362.16	$4,345.90
10	L&L 18	Cedar Boulevard medians and wall landscaping between Central Avenue and Smith Street	20,000	$409.22	$4,910.62
11	L&L 19	Enterprise Drive medians between Aleppo Drive and Hickory Street, Willow Street medians between Enterprise Drive and Central Avenue, west-side frontage of A.C.F.C. Canal, three roundabouts on Willow Street, and one roundabout on Hickory Street	35,000	$716.13	$8,593.59
12	A	Cedar Boulevard east medians between Newark Boulevard and Milani Avenue	36,000	$814.13	$9,769.55
13	B	Cherry Street backup and wall between the southeast corner of Central Avenue and Mowry Avenue, and Cherry Street median facing Fire Station No. 3 and Sportsfields Park	87,600	$1,981.05	$23,772.58

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2030/2031					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
14	C	Jarvis Avenue medians between Spruce Street and the railroad right-of-way, backup wall landscape between Spruce Street and Haley Street, one median on Fircrest Street at Jarvis Avenue, and one median on Haley Street at Jarvis Avenue	57,000	$1,289.04	$15,468.46
15	D	Thornton Avenue east medians and backup areas between Interstate I880 and Dairy Avenue	90,400	$2,044.37	$24,532.43
16	E	Four Thornton Avenue backup walls between Interstate I880 and Newark Boulevard	15,500	$350.53	$4,206.33
17	F	Cedar Boulevard west medians and wall between Willow Street and Bridgepointe Drive	13,120	$296.70	$3,560.46
18	G	Mel Nunes Sportsfields Park, Skate Park, and Cherry Street parking lot	112,000	$2,291.62	$27,499.48
19	H	Thornton Avenue west medians between Willow Street and unincorporated Cedar Boulevard	9,050	$204.66	$2,455.96
20	I	Magnolia Plaza patio area between Magnolia Street and Thornton Avenue	2,500	$56.54	$678.44
21	J	George M. Silliman Activity Center	25,240	$570.80	$6,849.54
22	K	Civic Center, David W. Smith City Hall, Alan L. Nagy Library, and Newark Police Department	167,000	$3,416.97	$41,003.69

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2030/2031					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
23	L	Cedar Boulevard medians and sidewalks between Moores Avenue and Mowry Avenue	75,230	$1,539.28	$18,471.30
24	M	Cedar Boulevard medians between Mowry Avenue and Balentine Drive	49,500	$1,012.82	$12,153.79
25	N	Cedar Boulevard medians and west-side sidewalk from the bus stop to Thornton Avenue between Musick Avenue and Thornton Avenue	29,700	$671.66	$8,059.88
26	O	Cedar Boulevard medians between Newark Boulevard and Haley Street	69,300	$1,567.20	$18,806.39
27	P	Lido Boulevard medians between Cedar Boulevard and Jarvis Avenue	28,500	$644.52	$7,734.23
28	Q	Newark Boulevard medians between Jarvis Avenue and Ruschin Drive	39,600	$895.54	$10,746.51
29	R	Newark Boulevard medians between Thornton Avenue and Ruschin Drive	69,300	$1,417.94	$17,015.30
30	S	Mowry Avenue medians between Interstate I880 and Cherry Street	66,000	$1,350.42	$16,205.05
31	T	Mowry Avenue sidewalks between Alpenrose Court and Cherry Street	20,800	$470.39	$5,644.63
32	U	Cherry Street medians between Mowry Avenue and Golden State Lumber	7,920	$179.11	$2,149.30

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2030/2031					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
33	V	Cherry Street east sidewalk between Mowry Avenue and the Alameda County Flood Control channel	26,400	$597.03	$7,164.34
34	W	Jarvis Avenue from Cardiff Street to Lake Boulevard, south sidewalk ivy planter, and north-side pork chop island	18,075	$408.77	$4,905.19
35	X	Musick Avenue median	250	$5.65	$67.84
36	Y	Port Sailwood Drive median	250	$5.65	$67.84
37	Z	Newark Boulevard overpass landscape, medians, and sidewalks between Central Avenue and Thornton Avenue	112,300	$2,297.76	$27,573.14
38	AA	Central Avenue medians between Sycamore Street and Interstate I880	9,600	$217.10	$2,605.21
39	AB	Central Avenue sidewalks between Newark Boulevard and Cedar Boulevard	6,600	$140.64	$1,687.70
40	AC	Newark Resource Center	13,500	$305.30	$3,663.58
41	AD	Clark W. Redeker Newark Senior Center	32,000	$723.67	$8,684.05
42	AE	Darvon Street wall between 36818 and 36910 Darvon Street	2,200	$49.75	$597.03
43	AF	Cedar Boulevard wall between Lido Street and the parking lot	3,400	$76.89	$922.68
44	AG	Mayhews Landing Road wall between 6201 Mayhews Landing Road and 36523 Dijon Drive	3,200	$72.37	$868.40
45	AH	Saint Paul Drive wall between Baine Avenue and 5967 Saint Paul Drive	3,300	$74.63	$895.54

MONTHLY LANDSCAPE MAINTENANCE COMPENSATION SCHEDULE - FY 2030/2031					
Item No.	Site/ Zone/ Route	Description of Service Area	Approximate Area (SQ. FT)	Monthly Price (In Numbers)	Annual Price (In Numbers)
46	AI	Birch Street wall between Cedar Boulevard and Moores Avenue	9,800	$221.62	$2,659.49
47	AJ	Stevenson Boulevard pork chops, three total, off Balentine Drive, Cedar Boulevard, and Cherry Street	600	$13.57	$162.83
48	AK	Mowry Avenue pork chop off Cherry Street	200	$4.52	$54.28
49	AL	Cherry Street pork chops, two total, off Central Avenue	400	$9.05	$108.55
50	AM	Thornton pork chops, one off Cedar Boulevard and two off Cherry Street	600	$13.57	$162.83
51	AN	Newark Boulevard pork chops, two total, off Mayhews Landing Road	400	$9.05	$108.55
52	AO	Lake Boulevard pork chop off Chapman Drive	200	$4.52	$54.28
53	AP	Enterprise Drive pork chops, two total, off Filbert Street	400	$9.05	$108.55

Total Monthly Base Maintenance Bid:	$33,240.32

Total Annual Base Maintenance Bid:	$398,883.82

City of Newark

Newark Police Department

37077 Newark Boulevard
Newark, CA 94560

DATE: August 25, 2026

TO: David Benoun, City Manager

VIA: Jonathan Arguello, Chief of Police

CC: Krysten Lee, Finance Director
Kris Kokotaylo, City Attorney

FROM: Jolie Macias, Police Captain

SUBJECT: Peregrine Technologies One Year Agreement

The City of Newark entered into a sole-source Technology Service Agreement with Peregrine Technologies, Inc. ("Peregrine") on June 28, 2022, for a three-year subscription with two optional one-year extensions. The Police Department exercised the first optional extension for Fiscal Year 2025-26 and is now requesting approval to exercise the second optional extension for Fiscal Year 2026-27. Per the Technology Service Agreement, the second optional extension term is for Fiscal Year 2026-27, commencing July 1, 2026, through June 30, 2027, at an annual cost not to exceed $100,000.

Peregrine Technologies is a real-time data analysis and visualization software system that integrates a range of Newark's current and evolving data capture and information technologies. The Peregrine platform provides a single point of access to view and analyze large-scale and real time data from various sources. This allows the user to quickly determine factual relationships among the data that would otherwise be time-intensive thereby enhancing situational awareness and officer safety.

In 2022, Newark was among the first to adopt Peregrine software, with only nine other agencies having implemented the platform beforehand. There are currently over 100 active Peregrine law enforcement customers across the country. In the Northern California region, Peregrine currently supports 31 fully active customers in the Bay Area, with an additional 26 in various stages of implementation. Alameda, Contra Costa represent the highest concentration of fully active customers, while San Mateo and a several Santa Clara agencies represent most of the additional 26.

Law enforcement today and in the foreseeable future faces a rapidly shifting landscape, with challenges on every front. Recruitment and staffing challenges have stressed the importance of working more efficiently and in some cases to do more with less. Unlike employees of larger municipalities, Newark police staff are required to specialize in a variety of areas and have a multitude of responsibilities. Time is often the most precious commodity when it comes to accomplishing tasks and conducting police investigations. Success in meeting those challenges demands policing strategies that leverage advanced technologies to promote workflow efficiencies.

Discussion and Analysis

Staff benefits from the integration of Computer Aided Dispatch (CAD), new and archived Records Management Systems (RMS), Flock automated license plate reader information, Alameda County geographical information system (GIS) maps, All Points Bulletin System (APBnet) data, Axon Body Worn Camera and Evidence.com data, and cross-agency data sharing agreements with Alameda County Sheriff's Office, Concord, Fremont, Livermore, and Walnut Creek.

Data sharing is limited to authorized users of approved law enforcement agencies who have a need and right to know information. This data is not shared with the U.S. Immigration and Customs Enforcement (ICE) or Customs and Border Patrol (CPB) and is not used for immigration enforcement. The California Values Act (SB 54) was passed in 2015 to protect privacy by prohibiting law enforcement agencies from sharing personal information for immigration enforcement with federal agencies. All current and future data sharing agreements will be limited to California law enforcement agencies.

Customized real-time dashboards within the platform provide a continuously updated operational picture of activity occurring throughout the city. A key benefit of the Peregrine dashboard feature is its ability to update automatically as new data becomes available, reducing the need to manually recreate reports or compile information from multiple sources. This functionality has been particularly valuable in supporting periodic grant reporting by efficiently compiling relevant traffic, crime, and arrest statistics. Additionally, a new dashboard was recently developed to support day-to-day patrol operations by facilitating the daily pass-down of relevant information from one patrol team to the next. Overall, the dashboards serve as a readily accessible resource of information that supports real-time call for service data, historical analysis, and administrative reporting.

The Peregrine visualization software provides a secure, interoperable, Criminal Justice Information System (CJIS)-compliant platform. It maintains policies and procedures for storing, handling, and transmitting data. Taking into consideration increased public expectations related to accountability, the platform tracks user action and has full audit capability, thus enabling organizations to ensure privacy, transparency, and proper use of data. Lastly, there is ongoing support from the Peregrine Client Advocacy Team to ensure staff training and continual platform usage and asset integration.

Fiscal Impact

The annual subscription cost for the second optional extension is $100,000. Sufficient funding is included in the adopted Fiscal Year 2026-27 Police Department operating budget. Approval of this request does not require additional budget appropriation.

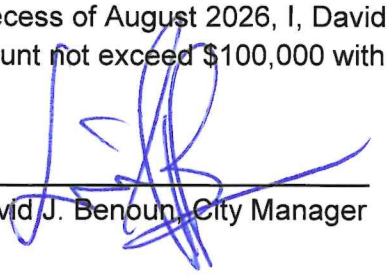
Sufficient funding is included in the adopted Fiscal Year 2026-27 Police Department operating budget, Account No. 110.30.032.320.6150. Approval of this agreement does not require additional budget appropriation.

Recommendation

Staff recommends that the City Manager approve the Fiscal Year 2026-27 Year 2 agreement with

Peregrine Technologies, Inc. by exercising the second optional one-year extension under the existing Technology Service Agreement.

Pursuant to Newark Resolution No. 11796, adopted December 11, 2025, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2026, I, David J. Benoun, hereby authorize the acceptance of an agreement in the amount not exceed $100,000 with Peregrine Technologies, Inc. for fiscal year 2026-2027.



David J. Benoun, City Manager

By

Date

Peregrine

MODIFICATION 1 PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: *New Police Department*	***Contact:*** *City Manager, Dave Benoun*

Peregrine Services
Effective Date of the Agreement: *June 28, 2022*
Amended Terms: *Unless specified otherwise, this Modification is effective as of the date the last party signs this Modification. This is a Modification to the Peregrine Customer Order Form & Scope of Services (the "**Agreement**") dated June 28, 2022, originally executed by and between Peregrine and Newark Police Department ("the Customer"). Unless otherwise defined in this Modification, all capitalized terms used in this Modification will have the definitions ascribed to them in the Agreement. The parties agree as follows:* ***Service Fee.*** *The Parties further agree that the additional integrations prescribed above shall modify the fee schedule. The Fee Schedule is modified as follows:* **Option Periods:** The *Customer has the option to continue use of the Service for up to one (1) optional annual terms as follows:* a. **Option Year 2:** *$100,000 within 30 days of signature*
Miscellaneous: ***Entire Agreement.*** *Except as modified by this Modification, the Agreement shall remain in full force and effect. This Modification, together with the Agreement as amended by this Modification, supersedes all prior and contemporaneous agreements between the parties with respect to the services hereof. In the event of a conflict between this Modification and the Agreement, the terms of this Modification shall control.* ***Warranties.*** *Each party represents and warrants that it has the legal power and authority to enter this Modification.* ***Counterpart.*** *This Modification may be executed in counterparts (which may be delivered by electornic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to b an original, and all of which counterparts, taken together, shall constitute one and the same instrument.* *This Modification shall not modify any other terms of the Agreement.*

Peregrine ***Customer***

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Peregrine

By:		*By:*	
Name:	*Robert Wheeler*	*Name:*	PAVLO J. BERAUN
Title:	*Head of Commercial Operations*	*Title:*	CAJ Manager
Date Signed:		*Date Signed:*	

Proprietary and Confidential

City of Newark

Newark Police Department

37077 Newark Boulevard
Newark, CA 94560

DATE: August 11, 2025

TO: David Benoun, City Manager

VIA: Jonathan Arguello, Chief of Police

FROM: Jolie Macias, Police Captain

SUBJECT: Peregrine Technologies One Year Agreement

Summary and Recommendation

The Newark Police Department entered a sole-source software subscription agreement with Peregrine Technologies, Inc. ("Peregrine") on June 28, 2022, for three years with a do not exceed amount of $300,000 payable in three annual payments of $100,000. This agreement has four- and five-year options to extend the agreement for $100,000 per year. Peregrine Technologies is a real-time data analysis and visualization software system that integrates a range of Newark's current and evolving data capture and information technologies. The Peregrine platform provides a single point of access to view and analyze large-scale and real time data from various sources. This allows the user to quickly determine factual relationships among the data that would otherwise be time-intensive thereby enhancing situational awareness and officer safety.

Staff recommends to exercise year four of the existing contract with Peregrine Technologies, Inc. ("Peregrine"), in the amount not to exceed $100,000.

Background

In 2022, Newark was among the first to adopt Peregrine software, with only nine other agencies having implemented the platform beforehand. There are currently over 100 active Peregrine law enforcement customers across the country. In the Northern California region, Peregrine currently supports over 20 active customers, with several more in various stages of implementation. Alameda and Contra Costa Counties represent the highest concentration.

Law enforcement today and in the foreseeable future faces a rapidly shifting landscape, with challenges on every front. Recruitment and staffing challenges have stressed the importance of working more efficiently and in some cases to do more with less. Unlike employees of larger municipalities, Newark police staff are required to specialize in a variety of areas and have a multitude of responsibilities. Time is often the most precious commodity when it comes to accomplishing tasks and conducting police investigations. Success in meeting those challenges demands policing strategies that leverage

advanced technologies to promote workflow efficiencies.

The police department uses many complex hardware and software-based technologies to conduct day-to-day field and support services operations. As the utilization of these different technologies has increased, so has the demand for increased police accountability and transparency by responding to Public Records Act requests, subpoenas, and the public demand for meaningful fact-based information related to policing (i.e., personnel records, training records, body worn camera data, community engagement communications, resource deployment, crime trends, policies and procedures, use of force data). Data from these systems is collected and stored electronically in a variety of different applications and through multiple databases.

Each database has different login features which often require the user to use one database at a time. Peregrine has provided the Police Department with a single solution for conducting searches across databases. Peregrine provides a powerful, unique solution that allows these searches to be conducted from one single dashboard.

Discussion and Analysis

Staff benefits from the integration of Computer Aided Dispatch (CAD), new and archived Records Management Systems (RMS), Flock automated license plate reader information, Alameda County geographical information system (GIS) maps, All Points Bulletin System (APBnet) data, Axon Body Worn Camera and Evidence.com data, and cross-agency data sharing agreements with Alameda County Sheriff's Office, Concord, Fremont, Livermore, and Walnut Creek.

Data sharing is limited to authorized users of approved law enforcement agencies who have a need and right to know information. This data is not shared with the U.S. Immigration and Customs Enforcement (ICE) or Customs and Border Patrol (CPB) and is not used for immigration or traffic enforcement. The California Values Act (SB 54) was passed in 2015 to protect privacy by prohibiting law enforcement agencies from sharing personal information for immigration enforcement with federal agencies. All current and future data sharing agreements will be limited to California law enforcement agencies.

The Peregrine visualization software provides a secure, interoperable, Criminal Justice Information System (CJIS)-compliant platform. It maintains policies and procedures for storing, handling, and transmitting data. Taking into consideration increased public expectations related to accountability, the platform tracks user action and has full audit capability, thus enabling organizations to ensure privacy, transparency, and proper use of data. Lastly, there is ongoing support from the Peregrine Client Advocacy Team to ensure staff training and continual platform usage and asset integration.

Fiscal Impact

This item is already included in the FY2024-2026 budget. There is no fiscal impact.

RESOLUTION NO. 11,365

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC. FOR REAL-TIME DATA ANALYSIS AND VISUALIZATION SOFTWARE IN AN AMOUNT NOT TO EXCEED $300,000; AUTHORIZING A SINGLE-SOURCE EXEMPTION TO THE CITY'S FORMAL BIDDING REQUIREMENTS; AND APPROVING A BUDGET APPROPRIATION OF $200,000

WHEREAS, the City of Newark has been committed to enhancing technology within the police department that enables staff to provide a higher quality level of service and increased public safety; and

WHEREAS, the police department is seeking City Council authorization for the City Manager to negotiate and execute an Agreement between the City of Newark and Peregrine Technologies, Inc. for the purchase of a three-year subscription software license which includes software service, warranty, maintenance support, and training programs; and

WHEREAS, Peregrine Technologies, Inc. is the sole developer and manufacturer of the Peregrine advanced analytic platform for law enforcement; and

WHEREAS, pursuant to the City of Newark Purchasing Rules and Regulations, Section 10.b, formal bidding procedures shall not apply in the event that the City Council makes certain findings and declarations; and

WHEREAS, the City Council, having reviewed and considered the facts related to the purchase of subscription services from Peregrine Technologies, Inc., finds and declares, as set forth below, and as required by the Purchasing Rules and Regulations, that:

1. Formal bids would work an incongruity and would be unavailing in affecting the final results since there is one vendor to provide the necessary equipment as required by the City, and therefore there is no comparable competitive product for which a competitive bid could be provided; and

2. Formal bids would not produce any advantage to the City since, as stated above, a formal bid would produce only a single bid from one vendor for the desired product; or,

3. It is practically impossible to obtain what is required through the formal bidding process, because, as stated above, multiple competitive bids for the desired product cannot be obtained; and

WHEREAS, as described above in this Resolution, this proposed agreement with the Peregrine Technologies, Inc. is exempt from formal bidding as a sole-source exemption.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that all the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein.

110.30.032.320.6150 – Peregrine Technologies Software – $100,000

RECOMMENDATION

Staff recommends the City Manager exercise the fourth-year option of the existing contract in the amount not exceed $100,000 with Peregrine Technologies, Inc. for fiscal year 2025-2026. Pursuant to Newark Resolution No. 11719, adopted December 12, 2024, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2025, I, David J. Benoun, hereby authorize the acceptance of an agreement with Peregrine Technologies, Inc. for fiscal year 2025-2026.

David J. Benoun, City Manager

By

8-27-25

Date

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Peregrine Technologies, Inc., in the not-to-exceed amount of $300,000, for the procurement real-time data analysis and visualization software.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves a total appropriation of $200,000 for the purchase of the Peregrine Technology Software System ($300,000 for three years) which will be funded by the Budget Act of 2019 Grant Funds (Fund 234):

From:	Description	Account	Amount
	Transfer Out from Budget Act of 2019	234.00.000.000.9999	$200,000
To:	Description	Account	Amount
	Contractual Services	110.30.032.320.6221	$200,000

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to take all actions necessary to effectuate the intent of this Resolution.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on June 9, 2022, by Vice Mayor Hannon who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

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

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/KATHLEEN L. SLAFTER
Deputy City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
City Attorney

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TECHNOLOGY SERVICE AGREEMENT

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

CITY OF NEWARK

DocuSigned by:
075787B2C230AC4...

By: David J. Benoun

Title: City Manager

Date: 6/28/2022

CONSULTANT

Peregrine Technologies, Inc.

DocuSigned by:
Nicholas Noone
C23E48B6A32B478...

By: Nicholas Noone

Title: President & CEO

Date: 6/27/2022

Approved as to form:

DocuSigned by:
Kristopher Kokotaylo
ABFC8AFEC0714E4...

By: Kristopher Kokotaylo

Title: City Attorney

Date: 6/28/2022

Attest:

DocuSigned by:
Sheila Harrington
AD90089DBABE45E...

By: Sheila Harrington

Title: City Clerk

Date: 6/28/2022

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June 27th, 2022

Proposal Presented to the Newark Police Department

Peregrine Technologies, Inc.

June 27th, 2022

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June 27th, 2022

Executive Summary

The Newark Police Department (NPD) is seeking cutting-edge technology solutions to enhance decision making and operations by harnessing the power of its existing data assets. Peregrine Technologies, Inc. ("Peregrine") is pleased to provide the following proposal to the NPD to help meet this goal through our Peregrine software platform ("the Peregrine platform," "the platform"). Through outcome-driven use cases, the Peregrine platform can help the NPD improve decision making and operations, realize efficiency gains, and enable cross-agency sharing.

Peregrine provides a software platform that will enable the NPD to make faster, more precise, and more informed decisions using this data. To enable rapid deployment and value, Peregrine proposes a two-phased approach to the NPD.

Phase 1: Data Search and Analysis – In Phase 1, the Peregrine implementation team will configure the Peregrine platform to deliver high-value use cases for investigations, analysis and reporting, and situational and operational awareness.

- Scope: As part of Phase 1, Peregrine will integrate NPD's computer-aided-dispatch (CAD) data, record management system (RMS) data, city GIS layers, and Flock automated license plate readers (ALPR) cameras; set up and configure the Peregrine platform (including the platform's full suite of data search, analysis, visualization, reporting, and sharing capabilities); provide user training and support services; and enable cross-agency data sharing (through a signed Memorandum of Understanding [MOU] between the agencies).
- Cost: The proposed cost for Phase 1 is $100,000 per year for three (3) years with two (2) additional option years, totaling $500,000. Phase 1 can commence immediately once a contract is signed with data integrated in less than one (1) month and users trained and on the platform in less than two (2) months.

Please see pages 8 and 9 for detailed implementation and pricing information.

Phase 2: Real-time Operations – In Phase 2, the Peregrine implementation team will configure the Peregrine platform to: enable real-time crime center type operations at the NPD; support electronically filing cases with the district attorney; and provide access to video footage from NPD camera systems. Please note that purchase of Phase 1 use cases does not obligate NPD to purchase Phase 2 use cases.

- Scope: Phase 2 will need to be further scoped to ensure NPD's needs are met and could potentially include the Peregrine mobile application.
- Cost: Upon further scoping, Peregrine will provide a quote for use cases associated with Phase 2.

Providing Value for the Newark Police Department

In Phase 1, Peregrine's platform will accelerate the NPD's progress against specific strategic priorities, including enhancing investigations to rapidly advance and solve cases; quickly and accurately develop actionable analysis and reports; and furthering the department's ability to maintain full situational and operational awareness.

- **Investigations**: Within the Peregrine platform, NPD detectives will be able to quickly search for data across systems (including those from partner agencies through an MOU) to quickly surface all information relevant to a case. Using the platform's user-friendly analysis tools, detectives can quickly identify relationships between people and cases, revealing connections previously hidden across data systems. With all relevant data at their fingertips and user-friendly tools at their disposal, investigators will be able to solve cases more quickly and reach conclusions with greater confidence.

- **Analysis and reporting**: Using the Peregrine platform, NPD analysts will have one system to power their workflows. Rather than signing on to multiple systems—switching between CAD, RMS, Flock cameras, etc.—they sign into one system for all the data they need. With an MOU in place, analysts can also search partner data seamlessly. The platform's intuitive point-and-click tools makes it easy to visualize data (e.g., on an interactive geospatial map or through a configurable timeline), surface hidden crime trends, and report on those trends.
- **Situational and operational awareness**: The Peregrine platform will ensure all personnel across the NPD have the information they need to work more effectively and efficiently by maintaining situational awareness. When officers start their shift, they can use the Peregrine platform to quickly get up to speed on what happened since their last shift. Personnel from across the department can set up notifications so they're made aware of relevant cases at an appropriate cadence (e.g., immediately, daily, weekly, etc.) and through the appropriate medium (e.g., SMS, email).

By deploying the Peregrine platform against the above use cases—and use cases part of Phase 2—NPD can:

- **Realize efficiency gains**: The time of NPD analysts, detectives, and other personnel is incredibly scarce; NPD's technology partners must provide capabilities that free NPD personnel from unnecessary tasks and allow them to focus on applying their skills in expertise in, for example, investigation, analysis, problem solving, and decision making. Peregrine's platform streamlines and automates the process of getting the right data into the hands of those who need it. This means NPD personnel spend less time manually integrating and wrestling with disparate data and spend more time solving cases, developing insights, surfacing trends, and improving operations.
- **Promote cross-agency sharing**: With MOUs between NPD and its partner agencies, the Peregrine platform enables seamless data sharing in a high secure and collaborative environment. Crime is not bound to a jurisdiction; the Peregrine platform ensures data isn't, either. As a cross-agency data sharing solution, the Peregrine platform allows analysts, detectives, and other personnel to share data in a way that helps all agencies better serve their communities.
- **Deliver transparency**: The NPD holds itself to demanding ethical standards to build and maintain trust with the Newark community. Peregrine's platform can help strengthen and bring data-backed rigor to internal review and accountability strategies and enable secure, transparent collaboration and communication between the NPD, city manager, other law enforcement partners, and the community. The Peregrine platform is fully CJIS compliant and supports the highest standards for privacy and civil liberties (PCL).

Our Software

Peregrine provides a secure, interoperable, CJIS-compliant software platform that empowers organizations to make faster, more precise, and more informed decisions in real time. Our platform integrates and transforms data of any type, from any source, at any scale to make it immediately useful to users of any level of technical background. Peregrine does not bring to nor create any new data for its customers—our platform integrates existing data and then makes it available to end users within a single platform.

The platform provides intuitive user interfaces that enable personnel to efficiently leverage data across a variety of use cases, including:

- agency-wide search and information retrieval
- operational and situational awareness
- alerting and notifications
- multiple types of analysis, including geospatial, temporal, and link chart
- investigations

- executive reporting, dashboarding, and requests for information
- secure collaboration within and across departments
- transparency and community engagement

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June 27th, 2022

Peregrine for the Newark Police Department

Our Background

Peregrine was founded in 2017 with the goal of empowering organizations like the NPD to make data-driven decisions in real time. The Peregrine team has decades of experience building enterprise software alongside government and non-government entities. We are based in San Francisco, California and have partnered closely with several Bay Area police departments to bring cutting-edge technologies to vital public servants while recognizing and respecting the critical security, privacy, and transparency principles that communities demand from government agencies.

Our professional support team has extensive experience working directly with officers, analysts, investigators, administrative personnel, executive staff, and senior leaders.

The Peregrine Platform

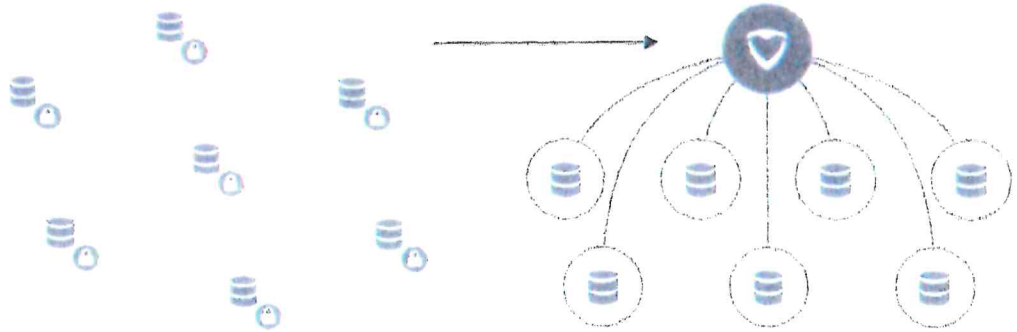
To deliver on the above use cases, Peregrine proposes deployment of the Peregrine platform, a web-based, CJIS-compliant software-as-a-service (SaaS) that provides a single point of access to integrate, discover, view, and analyze data from customer-defined data sources. We designed the Peregrine platform with police departments in mind, making it uniquely suited to the needs of the NPD. The platform performs several critical functions including data integration, search and information retrieval, advanced analytics, data management, reporting, data exchange and sharing, access control, audit logging, and security.

The Peregrine platform creates an extremely efficient method for turning large amounts of raw data into actionable information. Peregrine does not bring to nor create any new data for its customers—our platform integrates existing data and makes it available to end users in a decision-ready state.

DATA INTEGRATION & MODELING

The NPD has volumes of valuable data, but that value cannot be unlocked because data is scattered across separate systems, siloed in ways that prevent it from being understood and analyzed together. The Peregrine platform is built to rapidly integrate, clean, transform, and model large amounts of raw data from disparate systems and continuously illuminate actionable information while reducing manual processing needs.

Peregrine Unlocks Data Sources by Integrating Them into a Single, Secure Platform



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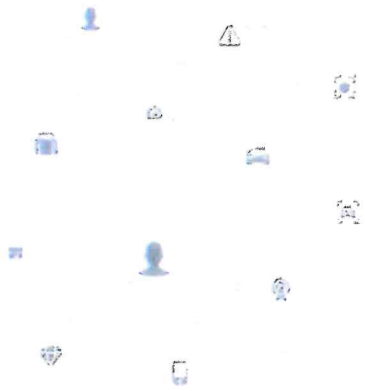
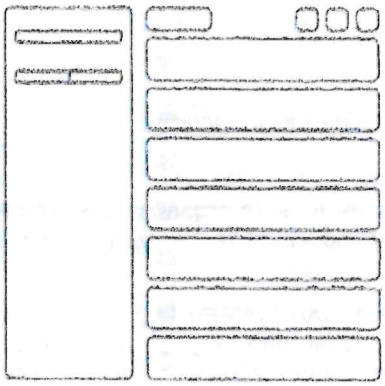
The platform securely integrates data in near-real time to ensure that users have the most current and reliable information when and where they need it. As data flows into the platform, granular security controls, retention policies, and changes from underlying systems are continuously monitored and applied.



As soon as data enters the platform, it is mapped to an agency-specific data model that is molded to the unique operations of the NPD. This data model provides a dynamic representation of all data – entities, locations, events, and the links between them. Harmonizing multi-source data into one data model allows users to smoothly analyze data without requiring a technical understanding of the underlying source systems themselves.

The data model is a dynamic layer of the Peregrine platform, one that can evolve and adapt in response to changes in the NPD's underlying data systems. Most often we find that an agency's data needs are fundamentally dynamic, but the systems that hold the data are static; Peregrine's data model responds dynamically to changes so that the NPD can power its operations through the Peregrine platform even as its technology infrastructure and operational needs evolve.

SEARCH & INFORMATION RETRIEVAL

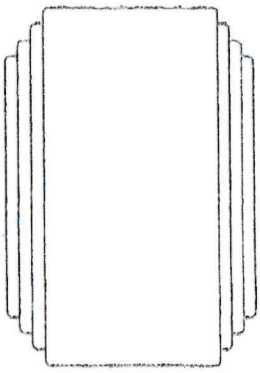


Once data is integrated into the Peregrine platform, it is immediately accessible through front-end applications. Users can easily search for data and filter based on criteria relevant for their investigations, analysis, or other workflow. The Peregrine platform is intuitive to use, allowing users with a wide range of skillsets and at a variety of technical levels to surface information that is relevant to them and streamline their unique search workflows.

The platform is designed to be walk-up usable; new users can immediately surface, analyze, and action data by navigating the platform's intuitive user interface and applications. Users have multiple ways to surface and view relevant information, allowing them flexibility to approach questions and decisions in ways that best suit them. These features mean that users arrive at answers more quickly and with greater accuracy, saving time and effort.

EXPLORATION, VISUALIZATION, & REPORTING TOOLS

The Peregrine platform provides a powerful suite of tools for the exploration, visualization, and reporting of data. These tools enable users to create dynamic data products and reports—such as interactive maps, network graphs, and dashboards—that automatically update as new data flows into the platform. Users can smoothly move data between analytical tools, viewing the same data in different modalities without having to log into different systems or applications. For more information about some of the platform's analysis tools, please see Appendix A: Select Data Analysis Tools.



PERMISSION-BASED COLLABORATION & SHARING

The Peregrine platform provides features for secure collaboration and sharing that will enable the NPD to build deeper, trusting

partnerships with local and regional stakeholders, including with city leadership and the broader community. The platform's granular access and usage control capabilities prevent unauthorized or inappropriate use or sharing of sensitive data while allowing organizations to share information with their partners in a deliberate, precise, and auditable manner. For more information on the platform's auditing capabilities, please see Appendix B: Privacy, Civil Liberties & Security.

Collaboration in the Peregrine platform extends beyond simple data sharing; it also allows for multiple users to work within the same application at the same time across multiple devices and locations. The platform's collaboration features compound the value of users' work by dynamically connecting them in real time with other users who are working with or interested in the same data. In this way, the Peregrine platform generates opportunities for users to improve the quality and speed of their answers by connecting them to users who are asking the same question.

PRIVACY, CIVIL LIBERTIES, & SECURITY AS A FIRST-ORDER PRIORITY

From its founding, Peregrine has held the advancement of privacy, civil liberties, and security as a core value of our company and a core element of our platform's architecture. Robust privacy, security, and audit control features are ingrained in the back-end data integration tools and the front-end applications of Peregrine's platform. These features enable our platform to provide outsized value at agencies like the NPD that operate inside a closed network with stringent data security requirements.

Peregrine helps organizations build and maintain trust with their partners and communities by delivering three key platform capabilities:

- granular data security, access, and usage controls
- auditability and logging of user actions
- continuous security and CJIS compliance

For more information, please see Appendix B: Privacy, Civil Liberties & Security.

OPENNESS & INTEROPERABILITY

Openness and interoperability are non-negotiable features for modern organizations. The Peregrine platform was designed for complete system interoperability and supports the integration of any type, format, or volume of data, including data from existing NPD systems.

We have extensive experience integrating RMS (e.g., RIMS), CAD systems (e.g., RIMS), body-worn cameras and evidence capture devices (e.g., Vievu), geospatial tools (e.g., Esri), ALPR (e.g. Flock), GPS location data, real-time sensor data, case management systems, evidence management systems, arrest records, search warrant data, subpoenaed data, and unstructured data such as documents, imagery, and video repositories.

Peregrine is also deployed with a suite of powerful Application Programming Interfaces (APIs) that allow the NPD to automatically move data back and forth between its many software investments.

June 27th, 2022

The Peregrine Delivery & Implementation Program

We engage with each of our partners through a firm-fixed-price annual software license agreement. That license includes all needed support to achieve project objectives.

Implementation team. Peregrine implementation teams consist of top software engineering, product development, human-centered design, user engagement, and training experts. The Peregrine implementation team will partner closely with the NPD to provide use case development, data modeling, data integration, training curriculums, and continuous support. This team is committed to ensure that the Peregrine platform is quickly deployed and adopted for its intended purpose and generates outsized value for users.

Solution timeline. Peregrine's modern data transformation technologies allow our software platform to come online in days or weeks as opposed to months or years. Once deployed, the NPD's new data system investments can be rapidly integrated and old data systems can be sunset without losing legacy data.

Implementation model. Phase 1 of the Peregrine platform implementation consists of four steps to maximize success and impact at the outset of our partnership. These steps typically enable implementation and use within 90 days. The Peregrine implementation team will work closely with NPD to scope Phase 2 of the implementation.

Milestone	Delivery	Deliverable
1 – Kickoff and Scoping – July 1st, 2022.	Week 2	1. Determine priority order of use groups and data integrations, to include integration of CAD data, RMS data, city GIS layers, and Flock ALPR 2. Facilitate access to data sources and initial users 3. Set up project team and steering committee
2 – Data Integration, Data Modeling, and User Discovery	Month 1	1. Deploy the Peregrine platform 2. Configure permission controls 3. Ingest, integrate, transform, model, and validate data sources 4. Introduce platform to the first set of users 5. Work with NPD to set up MOUs with other agencies 6. Conduct 30-day steering committee review
3 –Workflows and Analytics	Month 2	1. Initiate user training 2. Set up secure, cross-agency data sharing 3. Develop and implement user and team-specific workflows 4. Conduct 60-day steering committee review
4 – Operationalization and Next Steps	Month 3	1. Continue collecting feedback and improve user workflows 2. Validate work based on actionable results 3. Identify Phase 2 scoping 4. Conduct 90-day steering committee review (quarterly thereafter)

June 27th, 2022

Project Cost

PLATFORM PRICING IN PHASE 1

Based on our understanding of the NPD's needs for Phase 1, Peregrine proposes a firm-fixed-price software license fee of $100,000 per year. The standard implementation fee of $150,000 will be waived with a multi-year commitment. This firm-fixed-price license includes all ongoing support, data integration maintenance, workflow development, and user training to ensure that the NPD receives outsized impact from its deployment of Peregrine's software platform. Peregrine does not charge for travel or other miscellaneous expenses.

Thus, the total for years one (1) through three (3), under Phase 1 of this proposal, shall not exceed $300,000, due to Peregrine in three (3) annual payments of $100,000 with an option to extend two (2) additional years for a five (5)-year contract not-to-exceed $500,000.

The initial payments shall be due net 30 days from receipt of invoice.

Newark Police Department – Detailed Cost Schedule Phase 1	
Software Licensing – other than or in addition to annual subscription	Not applicable
Up-Front Implementation – training, user adoption, workflow development, initial installation, data conversion, integration, modeling, etc.	~~$150,000~~ (waived)
Annual Subscription, Five (5) Years – includes operating and maintenance, support, data conversion, data integrations to meet project objectives	
Year One	$100,000
Year Two	$100,000
Year Three	$100,000
Year Four (optional)	$100,000
Year Five (optional)	$100,000

Please note that the above pricing is related to the Phase 1 scope. Phase 2 scope and pricing will be decided in the future depending on the needs of the NPD. Additionally, the pricing outlined above is based on Peregrine's current understanding of the NPD's anticipated scope of work and objectives and may change. Please note that purchase of Phase 1 use cases does not obligate NPD to purchase Phase 2 use cases.

The above licenses for Peregrine's software can be procured directly through an existing, pre-competed contract with the city of Fremont, CA. The Peregrine platform was selected by Fremont after full and open competition. The awarded contract includes a provision allowing other California government entities to utilize this contract vehicle without the need for additional competitive procedures.

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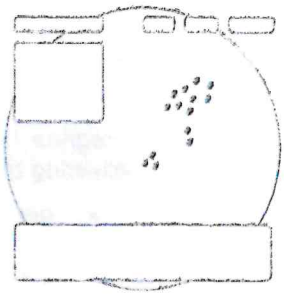
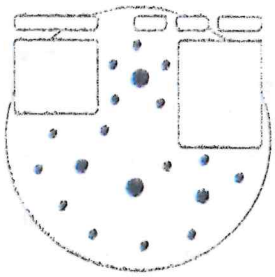
June 27th, 2022

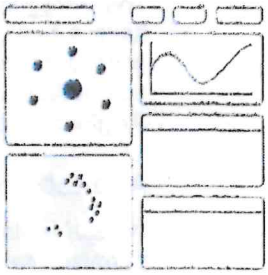
Appendix A: Select Data Analysis Tools



Interactive Map. To better understand geographical assets, events, and trends, the Peregrine platform includes an interactive Map application. The Map allows users to conduct visually intuitive geographical analysis on all agency data, both historical and in real-time. Users can surface trends, make connections, filter to areas of interest, drill into specific events, particular time periods, and add new layers of relevance on top as needed. The Map is designed for next-generation geographic contextual and situational awareness, allowing users to explore and answer specific questions with the most relevant data. The Map is intuitive for all personnel whether they are consuming pre-built analyses, conducting ad-hoc searches, or creating complex geospatial products from scratch.



Network Graph. The platform's Network graph aids in the discovery and visualization of connections between otherwise disconnected data. The Network allows users to discover links between people, places, entities, and events across one or multiple degrees of separation. Peregrine's platform also automatically extracts links from both structured and unstructured data to illuminate connections between people, places, events, documents, and media data without requiring manual processing. For example, an address written in narrative form within a scanned document can be automatically linked to a person living at that address or to a vehicle registered there.



Reports & Dashboards. The platform's report and dashboard applications provide configurable, real-time executive summaries to inform situational awareness, statistical analysis, and decision making. Reports and dashboards are configurable to meet the unique needs and visual preferences of individual users. All reports and dashboards are directly connected to real-time data feeds, empowering users to drill down from high-level summary information to the most granular context with a single click. Once a user creates a dashboard, they can continue to use it indefinitely—and share it as needed.

Temporal Analysis Tool. By centralizing data—and all associated metadata—from data systems, users can understand and surface trends over time. Through an intuitive interface, users can analyze how, e.g., calls for service or types of incidents vary by day of week and time of day. Peregrine supports robust search and query capabilities at the day of week and hour of day level, enabling users to conduct analysis over specific units, in specific shifts, at specific locations. As a result, organization can make more informed, data-backed resourcing decisions to more effectively meet mission outcomes.

Real-Time Alerting. With all data centrally located, users can receive real-time notification on new data from any source system. The Peregrine platform's alerting technology can notify specific users if a pre-defined data entity was added or removed, viewed, downloaded, renamed, or shared. This includes geo-fenced areas or user-defined polygons. For instance, if a neighborhood is experiencing a trend in a type of crime, a Peregrine user can create an alert through the platform's "follow" feature. If another similar crime occurs in the defined area, a real-time notification will be sent to all users following this alert via email, SMS, or both.

Peregrine is also delivered with extensive **tabular analysis tools and a variety of other analytical capabilities**. Receive additional information on Peregrine analysis tools by reaching out to the Peregrine support team.

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Appendix B: Privacy, Civil Liberties & Security

From its founding, Peregrine has held the advancement of privacy, civil liberties, and security as a core value of our company and a core element of our platform's architecture. Robust privacy, security, and audit control features are engrained in the back-end data integration tools and the front-end applications of Peregrine's platform.

Peregrine helps organizations build and maintain trust with their partners and communities by delivering three key platform capabilities:

- granular data security, access, and usage controls
- auditability and logging of user actions
- continuous security and CJIS compliance

Granular Data Security, Access, and Usage Controls

The Peregrine platform's access and usage control capabilities allow organizations with stringent security requirements to share information with their partners in a deliberate, precise, and auditable manner while preventing unauthorized or inappropriate use of sensitive data.

To accomplish that, the Peregrine platform's security model delivers precision data-handling and multi- level security capabilities that support several vital data security and privacy protections. The platform enables users with multiple and varying access permissions to interact appropriately with data in real-time, seeing only data they are authorized to see and using or sharing it only in ways for which they have authorization.

The Peregrine platform easily integrates with any existing single sign-on provider, ensuring users have a familiar, secure sign-on experience and administrators maintain single-source control over access to multiple applications within the network. The Peregrine platform is out-of-the-box compatible and easy to integrate with most identity providers, including ADFS, Okta, and PingFederate.

Auditability and Logging of User Actions

Peregrine logs all user actions that take place within the platform and maintains granular, permissioned audit trails that allow agency administrators to review and analyze all user activity. This provides organizations with comprehensive visibility, simplifies the enforcement of policies and procedures, and enhances internal reviews and investigations.

In each of these areas the Peregrine platform improves on legacy systems, which are often opaque, lack security, and are cumbersome to audit. The platform thus enables organizations to meet rising public expectations for accountability, privacy, transparency, and proper use of data.

Continuous Security and CJIS Compliance

Peregrine maintains CJIS-compliant policies and procedures for securely storing, handling, and transmitting data. By default, our platform encrypts all data both in transit and at rest and uses secure, government-accredited cloud hosting infrastructure (AWS GovCloud). Peregrine adheres to FIPS 140-2 cryptographic standards.

Peregrine provides modern as-a-service delivery and modernization of its software platform. This means that customers receive regular updates, performance improvements, bug fixes, and security patches on a continuous basis with little to no downtime or systemwide effects.

Testing standards deployed by Peregrine meet industry frameworks such as Microsoft SLDC and are designed to remediate vulnerabilities and security risks.

June 27th, 2022

Appendix C: Peregrine Software License Agreement Terms and Conditions

These Terms and Conditions govern the provision of the services described on the attached Order Form ("Order Form") by Peregrine Technologies, Inc. ("Peregrine") to you ("Customer"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"Customer Data" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Services or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service.

"Documentation" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Professional Services" has the meaning specified in Section 2.2.

"Service" means Peregrine's web and iOS mobile applications that assist Users with criminal investigations and police leadership decision making. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"SOW" has the meaning specified in Section 2.2.

"Third Party Data" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"Users" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1 Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Peregrine shall provide Customer with the right to: (a) access and use the Service for up to the number of Users set forth in the Order Form, and (b) to download and reproduce the applicable Documentation solely for

internal use in association with the Service. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("Onboarding and Training Services"), and (iii) telephone and standard technical support to Customer during normal business hours ("Technical Support"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2 Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "SOW," and such services, the "Professional Services"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below.

2.3 Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4 Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Services hereunder. Peregrine shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

2.5 Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

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

services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

3. Use of Service.

3.1 Users. Customer may grant access to the Service to only the number and type of Users specified on the Order Form. Customers shall ensure that its Users do not share or transfer their User credentials to other Customer employees or any other individuals.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; and (d) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.3 Use Restrictions. Customer shall use the Service solely for its internal business purposes in accordance with this Agreement. Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (f) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.5 Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.6 Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of

customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

4. Fees & Payment.

4.1 Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs.

4.2 Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3 Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1 Peregrine Technology. The Service includes (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology, including graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services (collectively, "Peregrine Technology"). Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth Section 5.2 below, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "Peregrine Technology" does not include Customer Data.

5.2 License Grant. Peregrine grants Customer, during the term of this Agreement, a worldwide, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicenseable right to access and use the Service, and to permit the number and type of Users specified on the Order Form the right to access and use the Service during the terms of the applicable User subscriptions, in each case solely in accordance with the terms of this Agreement.

5.3 License Restrictions. Customer shall not (a) modify, copy or create derivative works based on the Service or Peregrine Technology; (b) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets; or (c) disassemble, reverse engineer, or decompile the Service or Peregrine Technology, or (d) access the Service in order to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service.

6. Data Access, Sharing and Security.

6.1 Customer Data. Peregrine may access, reproduce, and use Customer Data to provide

the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("Peregrine Insights") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("Aggregated Data") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2 CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to CJIS requirements.

6.3 Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

7. Confidentiality.

7.1 Definition of Confidential Information. The term "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in the Order Form), the Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3 Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing

Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4 California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

7.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1 Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, AND WITHOUT LIMITING PEREGRINE'S OBLIGATIONS SPECIFIED IN THIS AGREEMENT, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1 General Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("Customer Indemnified Parties") against any claim made or brought against any Customer Indemnified Party by a third party (A) arising out of or in connection with Peregrine's negligence or willful misconduct in the performance of the Services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except to the extent any such claim is caused by the negligence or willful misconduct of Customer, or (B) alleging that the Service as provided to Customer hereunder infringes any U.S. intellectual property rights of a third party (each, a "Customer Claim"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim

(provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine, (iii) any combination of the Service with services or technologies not provided by Peregrine, or (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2 PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine 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 Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine 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 Customer..

10. Limitation of Liability.

10.1 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. Term & Termination.

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("Term"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2 Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination. Notwithstanding the foregoing, if Customer terminates the Agreement pursuant to this Section 11.2 Peregrine will refund pro-rata share of Service Fee.

11.3 Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally

prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4 Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1 Insurance. Peregrine shall maintain the insurance coverages described on Appendix D.

12.2 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3 Conflict of Interest. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Peregrine shall not employ any Customer official in the work performed pursuant to this Agreement. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

12.4 Peregrine's Books and Records. Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

12.5 Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.6 Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR

12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.7 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8 Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10 Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Alameda County, CA or in the United States District Court for the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11 Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion

Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the

modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

June 27th, 2022

Appendix D: Insurance

Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

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

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

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

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

All Policies Requirements.

Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

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

Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

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, order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof, or terminate this Agreement.

DocuSign

Certificate Of Completion

Envelope Id: C21F1810A9C24599929C87565129F62F
Subject: Please DocuSign: Peregrine Agreement.pdf
Source Envelope:
Document Pages: 24
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Sheila Harrington
37101 Newark Boulevard
Newark, CA 94560
sheila.harrington@newark.org
IP Address: 73.158.135.105

Record Tracking

Status: Original
6/27/2022 4:48:03 PM

Holder: Sheila Harrington
sheila.harrington@newark.org

Location: DocuSign

Signer Events	Signature	Timestamp
Nicholas Noone nick@peregrine.io President & CEO Security Level: Email, Account Authentication (None)	DocuSigned by: [signature] Signature Adoption: Pre-selected Style Signed by link sent to nick@peregrine.io Using IP Address: 73.162.135.12 Signed using mobile	Sent: 6/27/2022 4:53:25 PM Viewed: 6/27/2022 9:15:10 PM Signed: 6/27/2022 9:16:23 PM
Electronic Record and Signature Disclosure: Accepted: 6/27/2022 9:15:10 PM ID: 1d860e0b-60e0-432a-9a79-54c582a90f24		
Kristopher Kokotaylo kkokotaylo@meyersnave.com Security Level: Email, Account Authentication (None)	DocuSigned by: [signature] Signature Adoption: Pre-selected Style Signed by link sent to kkokotaylo@meyersnave.com Using IP Address: 206.169.145.130	Sent: 6/27/2022 9:16:26 PM Viewed: 6/28/2022 7:59:49 AM Signed: 6/28/2022 8:02:25 AM
Electronic Record and Signature Disclosure: Accepted: 6/28/2022 7:59:49 AM ID: 9dd7afa8-d1ef-48f9-868c-91f800af081d		
David J. Benoun david.benoun@newark.org Security Level: Email, Account Authentication (None)	DocuSigned by: [signature] Signature Adoption: Drawn on Device Signed by link sent to david.benoun@newark.org Using IP Address: 206.128.122.185	Sent: 6/28/2022 8:02:28 AM Viewed: 6/28/2022 8:16:52 AM Signed: 6/28/2022 8:16:55 AM
Electronic Record and Signature Disclosure: Accepted: 6/28/2022 8:16:52 AM ID: 48be4758-068d-4a64-a8dd-e655fb43cc29		

Signer Events	Signature	Timestamp
Sheila Harrington sheila.harrington@newark.org City Clerk City of Newark Security Level: Email, Account Authentication (None)	DocuSigned by: Sheila Harrington [illegible]	Sent: 6/28/2022 8:16:59 AM Viewed: 6/28/2022 3:50:01 PM Signed: 6/28/2022 3:50:09 PM
	Signature Adoption: Pre-selected Style Signed by link sent to sheila.harrington@newark.org Using IP Address: 73.158.135.105	

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**
Jolie Macias jolie.macias@newark.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/28/2022 3:50:12 PM Viewed: 6/28/2022 4:24:01 PM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/27/2022 4:53:25 PM
Certified Delivered	Security Checked	6/28/2022 3:50:01 PM
Signing Complete	Security Checked	6/28/2022 3:50:09 PM
Completed	Security Checked	6/28/2022 3:50:12 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 Memorandum

DATE: August 27, 2026

TO: David Benoun, City Manager

VIA: Jonathan Arguello, Chief of Police

CC: Krysten Lee, Finance Director
Kris Kokotaylo, City Attorney

FROM: Yama Homayoun, Police Lieutenant

SUBJECT: Adopt a resolution authorizing the City Manager to execute a Subscription Renewal Agreement with Forensic Logic, LLC for CrimeTracer in an amount not to exceed $42,544

BACKGROUND:

On April 01, 2020, the Police Department entered a sole source Subscription Services Agreement (the "Subscription Agreement") with Forensic Logic, LLC, a wholly owned subsidiary of SoundThinking, Inc. ("FL"), for access to the CrimeTracer investigative search and analytics platform. The terms were set for 14 months with a do not exceed amount of $19,499.00. The Police Department subsequently renewed the Subscription Agreement in 2021, 2022, and 2023 to continue uninterrupted access to the CrimeTracer platform. In 2024, the Police Department entered into a new 36-month term agreement with FL for continued subscription services through 2026 in an amount not to exceed $38,813.00.

CrimeTracer is a law enforcement search and analytical platform that provides investigators and officers with access to billions of law enforcement and public records from agencies nationwide. The platform integrates records management systems, computer-aided dispatch systems, and other law enforcement data sources into a centralized and searchable interface. CrimeTracer enables staff to identify relationships among people, vehicles, addresses, incidents, and other investigative data in real time, significantly reducing the time required to conduct criminal investigations and enhancing officer safety and situational awareness. The platform also supports advanced analytics, data visualization, and cross-jurisdictional information sharing to assist in identifying crime patterns and investigative leads.

Staff recommends renewing the agreement with FL for continued access to the CrimeTracer platform and related services. The Subscription Renewal Agreement consists of a two-year term in an amount not to exceed $42,544.00.

DISCUSSION AND ANALYSIS:

The Police Department's ongoing partnership with FL includes continued support and training to ensure personnel remain proficient in the use of the CrimeTracer platform and its evolving capabilities. Detectives, patrol officers, and other personnel receive ongoing instruction regarding system functions, investigative applications, and best practices.

The platform directly supports the Police Department's strategic priorities of championing technology and advancing crime reduction efforts by equipping personnel with modern investigative tools that improve efficiency and enhance investigative outcomes. By enabling faster access to actionable information, CrimeTracer assists investigators in identifying suspects, resolving cases more quickly, and disrupting criminal activity. These capabilities also align with the City's strategic priority of fostering a safe and healthy community by strengthening the Police Department's ability to respond effectively to crime and enhance overall public safety.

Data sharing through CrimeTracer is limited to authorized users of approved law enforcement agencies who have a need and right to know information. Data accessed through the platform is not shared with U.S. Immigration and Customs Enforcement (ICE), the Department of Homeland Security (DHS), or Customs and Border Protection (CBP), and is not used for immigration or traffic enforcement purposes. Additionally, the California Values Act (SB 54) prohibits law enforcement agencies from sharing personal information for immigration enforcement purposes with federal agencies, further supporting privacy protections and responsible data use.

CrimeTracer provides a secure, interoperable, Criminal Justice Information Systems (CJIS) compliant platform and maintains policies and procedures governing the storage, handling, and transmission of data. In consideration of increased public expectations regarding accountability and transparency, the platform tracks user activity and maintains full audit capabilities, enabling organizations to monitor access, ensure proper use of information, and maintain compliance with applicable privacy and data security standards.

Continued access to CrimeTracer is necessary to maintain operational effectiveness, support successful case outcomes, and provide personnel with the tools needed to perform their duties efficiently in a modern law enforcement environment.

FISCAL IMPACT:

Funding for this Subscription Agreement in the amount of $21,272.00 per Fiscal Year (FY) was budgeted for FY2026-2027 and FY2027-2028.

110.30.030.300.6150	Consulting and Outside Services	$21,272.00 (FY2026-2027)
110.30.030.300.6150	Consulting and Outside Services	$21,272.00 (FY2027-2028)

RECOMMENDATION:

Staff recommends that the City Manager execute the Subscription Renewal Agreement with FL for CrimeTracer in an amount not to exceed $42,544.00, payable in annual installments of $21,272.00 per FY.

Pursuant to Newark Resolution No. 11796, adopted December 11, 2025, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2026, I, David J. Benoun, hereby authorize the acceptance of a Subscription Agreement with FL for access to the CrimeTracer platform for FY2026-2027 and FY2027-2028.

David J. Benoun, City Manager

By

8-28-26

Date

Forensic Logic

Subscription Services Order Form
Appendix 1

This order form ("Order Form") is incorporated by reference to the Subscription Services Agreement dated April 1, 2020 (the "**Subscription Agreement**") made by and between Forensic Logic, LLC, a wholly-owned subsidiary of SoundThinking, Inc. ("**FL**") and Newark Police Department("**Customer**"). By signature below, FL and Customer agree to extend the term of the Subscription Agreement as set forth below:

CUSTOMER NAME:	Newark, CA Police Department	**BILL TO ADDRESS:**	37077 Newark Blvd
BILL TO POC:	Lt. Yama Homayoun	**BILL TO CITY AND STATE:**	Newark, CA
BILL TO PHONE:	(510) 578-4920	**BILL TO ZIP:**	94560
BILL TO EMAIL:	yama.homayoun@newarkca.gov	**METHOD OF INVOICE:**	EMAIL

TERM	**START DATE**	**END DATE**
24 Months	July 1, 2026	June 30, 2028

Description	**Quantity**	**Price**
Year One: Annual CrimeTracer Subscription Services for 07/01/2026 through 06/30/2027	1	$21,272.00
Year Two: Annual CrimeTracer Subscription Services for 07/01/2027 through 06/30/2028	1	$21,272.00
	TOTAL	$42,544.00

Pricing is contingent upon SoundThinking receiving a two-year term commitment allowing us to invoice automatically for each annual subscription term over the two years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications. For a two-year CrimeTracer contract term, up to two standard interfaces are included. The Department is eligible to add two (2) interfaces during the two-year term at no additional charge.

After the initial two-year term, the customer may extend for two additional option years by requesting an invoice prior to the subscription expiration date.

PAYMENT TERMS:	Forensic Logic will invoice Customer for the first year upon receipt of this signed Order Form, plus applicable taxes. Year Two fees are due prior to the renewal date. Amounts are due 30 days from the date of invoice, to the address or account specified in the invoice. Late payment fees may apply.

All other terms of the Subscription Agreement remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Order Form as of the latest date below.

FL:	**Customer:**
Forensic Logic, LLC, a wholly-owned subsidiary of SoundThinking, Inc.	**Newark Police Department**
By:_____	By:_____
Name:_____	Name: DAVID J. BENDAN
Title:_____	Title: City Manager
Dated:_____	Dated: 8-31-26

Docusign Envelope ID: 4CAA3E91-E9DA-44DE-A7A3-D75CFA5FFA37

City of Newark

Newark Police Department

37077 Newark Boulevard
Newark, CA 94560

DATE: September 9, 2024

TO: David Benoun, City Manager

VIA: Jonathan Arguello, Chief of Police

FROM: Kamini Kumar, Management Analyst II

SUBJECT: Forensic Logic, LLC – CrimeTracer Subscription

The City of Newark Police Department remains devoted in its commitment to providing the community with exceptional, state-of-the-art, and contemporary investigative services through the utilization of criminal intelligence software. CrimeTracer, formerly named Coplink is a criminal intelligence software system that aggregates law enforcement documents and structured data and provides analytics, mapping, and alerting functions. It is a robust law enforcement search engine and information platform. It empowers public safety professionals to conduct searches across law enforcement agencies using natural language and traditional search terms. This tool grants instant access to vital information, allowing for a judicious balance between crime reduction efforts, community engagement, and personal safety.

The CrimeTracer platform helps facilitate personnel in the seamless and efficient execution of their duties, demonstrating a steadfast commitment to the relentless and thorough investigation of criminal matters. Since the implementation of this platform in 2020, the Police Department has seen the resolution of many significant cases, resulting in swift and just outcomes for our community members through the use of this valuable investigative resource. In December of 2022, CrimeTracer was used to identify a homicide suspect within a mere few hours of the incident's reporting. This remarkable efficiency enabled officers to effect an arrest before the suspect was able to flee the area.

With the inception of CrimeTracer as an investigative resource and tool, Newark Police Department staff has been able to successfully conclude numerous investigations, which would have likely gone unsolved without CrimeTracer's capabilities. The Newark Police Department's

ongoing collaboration with the CrimeTracer team includes comprehensive support and training, guaranteeing our team's proficiency in utilizing the platform's full potential. Detectives, patrol officers, and police officer trainees receive ongoing training regarding the functions of the system.

Given today's crime trends and criminal sophistication, providing personnel with the most advanced and innovative investigative tools available supports a commitment to employee recruitment and retention. Investigative tools such as CrimeTracer, along with many other technology initiatives, have proven to be a valuable resource for employees to feel empowered to do their jobs effectively and efficiently. Being able to bring investigations to resolution for crime victims promotes a sense of pride in organization and employee satisfaction.

Funding for this service agreement in the amount of $18,933 was budgeted for fiscal year 2024-2025 and $19,880.00 for FY2025-2026.

110.30.030.300.6150 Consulting and Outside Services $18,933 (FY 2024-2025).
110.30.030.300.6150 Consulting and Outside Services $19,880 (FY 2025-2026).

RECOMMENDATION

Staff recommends the City Manager to sign the Forensic Logic, LLC Agreement for CrimeTracer Subscription Services in the amount not to exceed $38,813, payable in the amount of $18,933 in FY 2024/2025 and $198,980 in FY 2025/2026.

Docusign Envelope ID: 4CAA3E91-E9DA-44DE-A7A3-D75CFA5FFA37

Forensic Logic

Subscription Services Order Form
Appendix 1

This order form ("Order Form") is incorporated by reference to the Subscription Services Agreement dated April 1, 2020 (the "**Subscription Agreement**") made by and between Forensic Logic, LLC ("**FL**") and Newark Police Department("**Customer**"). By signature below, FL and Customer agree to extend the term of the Subscription Agreement as set forth below:

CUSTOMER NAME:	Newark, CA Police Department	**BILL TO ADDRESS:**	37077 Newark Blvd
BILL TO POC:	Lt. Michelle Griese	**BILL TO CITY AND STATE:**	Newark, CA
BILL TO PHONE:	(510) 578-4986	**BILL TO ZIP:**	94560
BILL TO EMAIL:	michelle.griese@newark.org	**METHOD OF INVOICE:**	EMAIL

TERM	START DATE	END DATE
36 Months	July 1, 2024	June 30, 2026

Description	Quantity	Price
Annual CrimeTracer Subscription Services for 07/01/2024 through 06/30/2025	1	$18,933.00
Annual CrimeTracer Subscription Services for 07/01/2025 through 06/30/2026	1	$19,880.00
	TOTAL	$38,813.00

Pricing Assumption

The pricing is contingent upon SoundThinking receiving a two-year term commitment allowing us to invoice automatically for each annual subscription term over the two years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.

PAYMENT TERMS:	Forensic Logic will invoice Customer for the first year upon receipt of this signed Order Form, plus applicable taxes. Amounts are due 30 days from the date of invoice, to the address or account specified in the invoice. Late payment fees may apply.

All other terms of the Subscription Agreement remain in full force and effect.

Docusign Envelope ID: 4CAA3E91-E9DA-44DE-A7A3-D75CFA5FFA37

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Order Form as of the latest date below.

FL:
Forensic Logic, LLC

By: DocuSigned by: Roxanne Lerner 5A2E293150A94FE...

Name: Roxanne Lerner

Title: Director of Contracts

Dated: 10/21/2024

Customer:
Newark Police Department

By: DocuSigned by: David Benoun

Name: David Benoun

Title: NEWARK CITY MANAGER

Dated: 10/21/2024

Docusign Envelope ID: 4CAA3E91-E9DA-44DE-A7A3-D75CFA5FFA37

Sole /Single Source Justification

DATE: 09/09/2024	DEPT HEAD or DESIGNEE: Jonathan Arguello
DEPARTMENT: Police	NAME OF VENDOR: SoundThinking,Inc
DESCRIPTION OF ITEM: Forensic Logic software services; Crime Tracer Solution Suite - CrimeTracer Maintenance and support services.	
ESTIMATED PURCHASE AMOUNT: $38, 813.00	
AVAILABLE BUDGET: YES ☑ NO ☐	
BUDGET ORGANIZATION (G/L): 110.30.030.300.6150	
Single Source: ☐ A Single Source is one of the multiple sources that are capable of producing the desired item(s). It is the one source that is selected without competition for compelling and justifiable reasons.	
Sole Source: ☑ A Sole Source is the *only* source available that is capable of producing the desired item(s) because of exclusive control of patent rights, copyrights, proprietary processes, etc., or similar circumstances.	

JUSTIFICATION:

WRITTEN JUSTIFICATION MUST BE PROVIDED ON PAGE 2 FOR THE SELECTED EXEMPTION.	
☐	**Only known supplier.** (List of the suppliers which were contacted and the specific reasons why each was not a viable source).
☐	**Only known qualified supplier or item.** (List the qualifications that each source or item meets. If another supplier offers a similar item, provide the item identification, supplier information, and comparable pricing).
☐	**Supplier proprietary item.** (The selected supplier is the only manufacturer of this item. List the reasons why no substitute item can be used and if no similar item is available).
☐	**Government or Customer Directed.** (Provide a copy of the contract page which directs this source or a customer letter, memo, or e-mail specifically directing this source).
☑	**Other.**

JUSTIFICATION: What criteria were used in the market research to substantiate no competition, including evaluation of other goods/services? Provide a narrative of the extent of your market research to include suppliers contacted or an explanation of why market research was not conducted, technical reasoning, and/or evidence of the claim. Use additional sheets if necessary.

Newark Police Department has been a subscriber to the Forensic Logic search network investigative platform since 2020. The company name has changed from Forensic Logic, Coplink X to SoundThinking. Inc., CrimeTracer.

Law enforcement agencies across the United States share a variety of data to include CAD, RMS, stop data, bookings, court records, person and vehicle data, and police report narratives. CrimeTracer uniquely provides data sets from public safety agencies that choose to share their proprietary data with CrimeTracer and the network of all CrimeTracer customers. They function similarly to a search engine, such as Google, to access records across their vast network.

This investigative tool has been incredibly useful to efficiently help solve a variety crimes.

Notes (Finance Only)

I CERTIFY THAT THE STATEMENTS CHECKED, AND THE INFORMATION PROVIDED ABOVE, ARE COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. UNDERSTAND THAT THE PROCESSING OF THIS SOLE/SINGLE SOURCE JUSTIFICATION PRECLUDES THE USE OF FULL AND OPEN COMPETITION.

DEPT HEAD or DESIGNEE:	PURCHASING OFFICER or DESIGNEE:
SIGN: DocuSigned by: Jonathan Arguello	SIGN: DocuSigned by: Krysten Lee
PRINTED NAME: Jonathan Arguello	PRINTED NAME: Krysten Lee
DATE: 09/09/2024	DATE: 10/21/2024

Docusign Envelope ID: 4CAA3E91-E9DA-44DE-A7A3-D75CFA5FFA37

Forensic Logic
39300 Civic Center Drive
Suite 300
Fremont, CA 94538

August 26, 2024

Newark Police Department
37077 Newark Blvd
Newark, CA 94560

Attn: Kamini Kumar

RE: Sole Source Justification

Dear Ms. Kumar:

Forensic Logic offers the following information to clarify the sole source status of the Forensic Logic software, services, maintenance, and support.

All components of Forensic Logic products are developed, enhanced and maintained by Forensic Logic, a SoundThinking Company. No third party vendor, developer or other entity is authorized to develop new product features, provide services, or provide maintenance and support to these products. Forensic Logic is the Sole Source provider for any upgrades, captive replacement parts, components, maintenance service and warranties for this software. CrimeTracer services are provided solely by Forensic Logic, with no third-party vendors authorized to provide these services.

Forensic Logic is the publisher, holder of all copyrights, and holder of sole source for the software, maintenance and support listed below.

Products and Services

CrimeTracer Solution Suite	CrimeTracer Maintenance and Support Services

Forensic Logic is pleased to present information describing our sole source justification.

Please do not hesitate to contact me, your account manager at (520) 437-3823 should you have any questions or require additional information.

Very truly yours,

Nancy Drake

Nancy Drake
Sr Account Manager
Forensic Logic, LLC

DocuSign

Certificate Of Completion

Envelope Id: 4CAA3E91E9DA44DEA7A3D75CFA5FFA37
Status: Completed
Subject: Contract #23090 - Crime Tracer
Source Envelope:
Document Pages: 7
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kamini Kumar
37101 Newark Boulevard
Newark, CA 94560
kamini.kumar@newark.org
IP Address: 98.248.121.245

Record Tracking

Status: Original
10/7/2024 7:14:31 PM
Holder: Kamini Kumar
kamini.kumar@newark.org
Location: DocuSign

Signer Events	Signature	Timestamp
Jonathan Arguello jonathan.arguello@newark.org Chief of Police Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/21/2023 12:02:18 PM ID: 27a572a5-0185-412b-83d3-a99c62e91160	DocuSigned by: Jonathan Arguello 4368F38B67AF401... Signature Adoption: Pre-selected Style Using IP Address: 166.198.130.56 Signed using mobile	Sent: 10/7/2024 7:26:50 PM Viewed: 10/9/2024 4:34:41 PM Signed: 10/9/2024 4:35:15 PM
Krysten Lee krysten.lee@newark.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/21/2022 12:22:27 PM ID: 89d7288f-7845-47f3-bb5f-dbc14e2b00d4	DocuSigned by: Krysten Lee 17355C57C4DC4BB... Signature Adoption: Pre-selected Style Using IP Address: 174.160.232.30	Sent: 10/9/2024 4:35:17 PM Resent: 10/21/2024 2:12:53 PM Viewed: 10/21/2024 3:03:24 PM Signed: 10/21/2024 3:07:18 PM
Roxanne Lerner rlerner@soundthinking.com Director of Contracts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/21/2024 3:10:06 PM ID: 4294714d-954a-432e-9cff-6c647f812747	DocuSigned by: Roxanne Lerner 5A2E233158A94FE... Signature Adoption: Pre-selected Style Using IP Address: 174.243.210.216	Sent: 10/21/2024 3:07:20 PM Viewed: 10/21/2024 3:10:06 PM Signed: 10/21/2024 3:36:17 PM
David Benoun david.benoun@newark.org NEWARK CITY MANAGER David Benoun Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/21/2024 4:52:51 PM ID: cf9a6d2b-14b1-4174-97d4-833427b87ef2	DocuSigned by: David Benoun 075767B2C2304C4... Signature Adoption: Pre-selected Style Using IP Address: 12.3.205.238	Sent: 10/21/2024 3:36:19 PM Viewed: 10/21/2024 4:52:51 PM Signed: 10/21/2024 4:52:55 PM

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
Kristopher Kokotaylo kristopher.kokotaylo@redwoodpubliclaw.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/18/2024 10:09:24 AM ID: ce6dfbc9-565a-428f-85a5-1c014d17a50a	COPIED	Sent: 10/21/2024 4:52:57 PM
Sheila Harrington sheila.harrington@newark.org City Clerk City of Newark Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/21/2024 4:52:58 PM
Kamini Kumar kamini.kumar@newark.org Administrative Analyst City of Newark Police Department Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/21/2024 4:52:59 PM
Kathy Slafter kathy.slafter@newark.org Executive Assistant/Deputy City Clerk City of Newark Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/21/2024 4:52:59 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2024 7:26:50 PM
Certified Delivered	Security Checked	10/21/2024 4:52:51 PM
Signing Complete	Security Checked	10/21/2024 4:52:55 PM
Completed	Security Checked	10/21/2024 4:53:00 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.

STAFF REPORT

Item D. 7.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Adopt a resolution approving the First Amendment to the Contractual Services Agreement with KBA Document Solutions, LLC, increasing the total not-to-exceed compensation from $390,000 to $500,000, and amending the 2026–2028 Biennial Budget for Fiscal Year 2026-27

SUMMARY AND RECOMMENDATION

The City of Newark has a Contractual Services Agreement with KBA Document Solutions, LLC for citywide copier, printer, scanner, and fax equipment leases, maintenance, and support services. Over the course of the contract term, printing volumes have increased significantly. Staff has determined that increasing the not-to-exceed compensation by $110,000 will provide sufficient contractual and budget authority to maintain uninterrupted citywide document management services through the remainder of the existing agreement term.

Staff recommends that the City Council adopt a resolution approving the First Amendment to the Contractual Services Agreement with KBA Document Solutions, LLC, increasing the total not-to-exceed compensation from $390,000 to $500,000, authorizing the City Manager to execute the First Amendment, and approving a budget amendment to the 2026–2028 Biennial Budget for Fiscal Year 2026-27 to appropriate $110,000 in sufficient funds to cover the increased contractual obligation through August 31, 2027.

BACKGROUND

KBA Document Solutions, LLC (KBA) has served as the City's provider of citywide copier, printer, scanner, and fax equipment leases, maintenance, and support services since November 16, 2017. Over the course of this vendor relationship, the City has relied on KBA to supply and maintain multifunction document production equipment deployed across City departments and facilities.

On July 11, 2019, the City Council approved a contractual services agreement with KBA (Contract No. C19038) to continue providing these services. Upon expiration of that agreement, the City Council authorized a successor agreement on July 28, 2022,

when it adopted Resolution No. 11,388, approving a new Contractual Services Agreement with KBA (Contract No. C22047). The current agreement established a five-year term commencing September 2022, with a not-to-exceed amount of $390,000 and a monthly lease cost of $3,921.08.

The current agreement includes a five percent annual escalation clause that applies over the five-year contract term, compounding the base lease and service costs each year. The agreement is now in its fifth and final year, with an expiration date of approximately August 31, 2027.

DISCUSSION/ANALYSIS

Since the execution of the current agreement, the scope of equipment deployed under the agreement has expanded to meet the operational needs of City departments. Printing and document production volume across City departments has grown significantly beyond original projections. In December 2022, two additional copiers were deployed. In March 2023, a Canon Plotter was added to the equipment inventory under the agreement. Each additional device increased the monthly lease obligation beyond the original baseline of $3,921.08 per month. These additions responded to the formation of new workgroups and the expansion of departmental locations requiring document production capabilities.

Despite the higher-than-anticipated costs, staff has determined that the in-house printing and document production solution provided by KBA remains more cost-effective than outsourcing document production to professional printing vendors. The KBA agreement consolidates equipment leasing, maintenance, supplies, and support into a single managed service, which reduces administrative overhead and provides predictable per-unit costs for City departments. Outsourcing equivalent printing volume to external vendors would result in higher per-page costs and longer turnaround times, diminishing both financial efficiency and service delivery.

The amended not to exceed amount of $500,000 is based on a careful review of actual usage patterns across all City departments and cost projections through the contract expiration date of August 31, 2027. The $110,000 increase provides sufficient authority to cover the remaining contract term. The increase accounts for current monthly lease costs, anticipated printing volumes based on historical trends, and the remaining annual escalation adjustments.

Within a few months of the expiration of the current agreement, the City will conduct a competitive Request for Proposals process for a new document management and printing services agreement to ensure the City obtains the most favorable terms for the next contract period. The new solicitation will address lessons learned from the current contract, including the unanticipated printing volume growth, and will incorporate terms and projections that accurately reflect current citywide document production demands.

FISCAL IMPACT

The recommended action increases the not to exceed amount of the Contractual Services Agreement with KBA Document Solutions, LLC by $110,000, from $390,000 to $500,000, to provide sufficient contractual authority through the agreement's expiration on August 31, 2027.

The additional $110,000 is not included in the adopted budget and requires an amendment to the FY 2026–2028 Biennial Budget. Funding will be appropriated in the Office Support Internal Service Fund (Fund 705), GL Account 705.87.705.800.6241. Adoption of the accompanying resolution authorizes both the contract amendment and the corresponding budget amendment.

This action does not extend the contract term or create an ongoing obligation beyond the current agreement.

STRATEGIC PRIORITY AREA

Boost Financial Resilience and Excellence in Service Delivery

REVIEW AND APPROVAL

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

Attachments

Attachment 1 - Resolution KBA Amendment
Attachment 2 - Proposed KBA Contractual Services Agreement First Amendment
Attachment 3 - Contractual Services Agreement KBA

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH KBA DOCUMENT SOLUTIONS, LLC, INCREASING THE NOT-TO-EXCEED AMOUNT FROM $390,000 TO $500,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT, AND AMENDING THE 2026-2028 BIENNIAL BUDGET

WHEREAS, the City has utilized KBA Document Solutions for citywide copier, printer, scanner, and fax equipment leasing, maintenance, supplies, and related support services since 2017; and

WHEREAS, on July 28, 2022, the City Council adopted Resolution No. 11,388 authorizing a five-year Contractual Services Agreement with KBA Document Solutions, LLC (Contract No. C22047) for citywide copier, printer, scanner, and fax equipment leasing, maintenance, supplies, and related support services in an amount not to exceed $390,000; and

WHEREAS, printing and document production volumes have increased beyond original projections, additional equipment has been deployed to meet City operational needs, and contractual escalation provisions have increased costs over the term of the Agreement; and

WHEREAS, staff has reviewed actual usage and projected costs through the remaining term of the Agreement and determined that an additional $110,000 in contractual authority is necessary, increasing the total not-to-exceed amount from $390,000 to $500,000; and

WHEREAS, the proposed First Amendment does not extend the term of the Agreement and only increases the authorized not-to-exceed compensation; and

WHEREAS, the additional $110,000 is not included in the adopted budget and requires an amendment to the 2026-2028 Biennial Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the First Amendment to the Contractual Services Agreement with KBA Document Solutions, LLC, substantially in the form attached as Exhibit A, increasing the total not-to-exceed compensation under Contract No. C22047 from $390,000 to $500,000.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute the First Amendment on behalf of the City, in a form approved by the City Attorney, and to take such actions as necessary to implement this Resolution.

BE IT FURTHER RESOLVED that the City Council amends the 2026-2028 Biennial Budget to appropriate $110,000 in the Office Support Internal Service Fund (Fund 705), GL Account 705.87.705.800.6241, to provide sufficient budget authority for obligations under Contract No. C22047.

EXHIBIT A

FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND KBA DOCUMENT SOLUTIONS, LLC

This First Amendment to Contractual Services Agreement ("First Amendment") is entered into by and between the CITY OF NEWARK, a municipal corporation ("City"), and KBA DOCUMENT SOLUTIONS, LLC, an office equipment supplier, identified in the Agreement as KBA Document Solutions ("Consultant"). City and Consultant are collectively referred to as the "Parties."

RECITALS

WHEREAS, on July 28, 2022, the City Council adopted Resolution No. 11,388 authorizing a five-year Contractual Services Agreement with Consultant for citywide copier, scanner, printer, and fax equipment leasing, maintenance, supplies, and related support services ("Services"), in an amount not to exceed $390,000; and

WHEREAS, the resulting Contractual Services Agreement, Contract No. C22047 ("Agreement"), provides for the Services described above, and Section 3.A of the Agreement establishes combined total compensation and costs not to exceed Three Hundred Ninety Thousand and No/100 Dollars ($390,000.00); and

WHEREAS, actual usage and projected costs through the remainder of the existing Agreement term require an increase of $110,000 in the authorized not to exceed compensation; and

WHEREAS, the Parties desire to amend the Agreement solely to increase the total not to exceed compensation from $390,000 to $500,000, without extending the existing Agreement term or otherwise changing the scope of Services.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Amendment to Section 3.A - "Not to Exceed" Compensation. The second paragraph of Section 3.A of the Agreement is deleted in its entirety and replaced with the following: "Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Five Hundred Thousand and No/100 Dollars ($500,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amount have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount."

2. No Extension of Term. This First Amendment does not extend the term of the Agreement. The Agreement shall continue for the remainder of its existing term as previously authorized by the City Council.

3. No Other Changes. Except as expressly modified by this First Amendment, all provisions, terms, covenants, conditions, exhibits, and attachments of the Agreement shall remain unchanged and in full force and effect.

4. Conflict. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms of this First Amendment shall control.

5. Counterparts and Electronic Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically or by electronic signature platform shall be deemed original signatures for all purposes.

6. Effective Date. This First Amendment shall become effective upon execution by both Parties following approval by the City Council of the City of Newark.

CITY OF NEWARK

_____

DAVID J. BENOUN
CITY MANAGER

KBA DOCUMENT SOLUTIONS, INC.

_____

BY:
TITLE:

ATTEST:

_____

NEETU SALWAN
CITY CLERK

APPROVED AS TO FORM:

_____

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

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CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 14 day of JULY, 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and KBA DOCUMENT SOLUTIONS, an office equipment supplier ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS City requested proposals in 2019 to perform the services generally including: **CITYWIDE COPIERS/SCANNERS/PRINTERS/FAX LEASING, MAINTENANCE, AND SUPPLIES**.

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

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

WHEREAS, Consultant had agreed to and has been performing similar services for City since November 16, 2017, and most recently entered into an agreement approved by City Council on July 11, 2019, the term of which will expire on August 31, 2022.

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.

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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 Ninety Thousand and No/100 Dollars ($390,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be mailed and emailed to:

City of Newark
Attn: Angela Montez
37101 Newark Blvd.
Newark, CA 94560
Angela.Montez@Newark.org

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

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

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

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

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

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

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

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

Consultant agrees to include with all Subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

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

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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

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skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. RESERVED.

13. RESERVED.

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates of insurance and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address, or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and

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3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and

4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

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

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

No policy required by this paragraph 14 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement.

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers,

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officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self-insurance.

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

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

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

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

15. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

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

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

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

18. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate the Maintenance Agreements at any time and without cause upon written notification to consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder. The lease termination terms will be in accordance with the Non-Appropriation Rider and lease.

19. CONTRACT ADMINISTRATION. This Agreement shall be administered by **LENKA HOVORKA** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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

KBA Document Solutions	**CITY OF NEWARK**
ANGELA AGUILAR CARMEN VALENZUELA	LENKA HOVORKA
Consultant	**Administrator**
Address: KBA Document Solutions 32900 Alvarado-Niles Rd. #10 Union City, CA 94587	City of Newark Attn: Lenka Hovorka 37101 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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K

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

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date _____

KBA Document Solutions

DocuSigned by:
Stefan Brandes
5389249B2979425...

By _____
Consultant

Date 7/8/2022

Stefan Brandes Vice President, Sales
Printed Name

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
City Attorney

Date _____

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EXHIBIT A

SCOPE OF SERVICES

Please see the attached documents from KBA Document Solutions:

1. **Non Appropriation Rider**
2. **Lease Agreement**
3. **City of Newark Lease Equipment List 6-22**
4. **Maintenance Agreement**

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EXHIBIT B

PAYMENT

Please see

1. **FMV Lease Options, includes monthly payment, supply cost for Canon Wide Format consumables, and cost of print per page overages.**

2. **Kyocera MPS Uptime Pricing for laser printer consumables**

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EXHIBIT C

QUALIFICATIONS

Please see KBA Document Solutions: Total Satisfaction Guarantee and KBA Key Personnel

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Private Label Lease Agreement Number 11440 dated as of , 2022 (the "Lease"), is by and between KBA Document Solutions as lessor and City of Newark, as lessee. Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Lessee presently intends to continue the Lease for its entire term and to pay all rentals relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease.

2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Lease (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Lease shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.

3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. The Lease is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

4. Lessee’s obligation with respect to rent that becomes due upon exercise of Lessor’s remedies with respect to an Event of Default shall be limited to such amount permitted under applicable law.

5. The Lease and this Rider shall be governed by the laws of the state in which Lessee is located. Any provisions of the Lease or this Rider found to be prohibited by law shall be ineffective to the extent of

such prohibition without invalidating the remainder of the Lease or this Rider.

6. This Rider may be executed in several counterparts and all of which shall constitute but one and the same instrument.

7. This Rider shall be binding upon and inure to the benefit of the Lessee and Lessor and their respective successors and assigns.

8. Except as modified herein the Lease remains in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the day of , 2022

LESSEE	LESSOR
By _____	By _____
Title _____	Title _____

DocuSign

Certificate Of Completion

Envelope Id: 2E950BCC4B51439FB6550C3C6F196372
Status: Completed
Subject: Please DocuSign: KBA-City of Newark Contract 22-27.docx
Source Envelope:
Document Pages: 15
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Angela Aguilar
225 Sand Road
Fairfield, NJ 07004
Angela.aguilar@da.kyocera.com
IP Address: 72.207.156.102

Record Tracking

Status: Original
7/8/2022 9:04:45 AM
Holder: Angela Aguilar
Angela.aguilar@da.kyocera.com
Location: DocuSign

Signer Events	Signature	Timestamp
Stefan Brandes stefan.brandes@da.kyocera.com Vice President, Sales KYOCERA Document Solutions America, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Stefan Brandes 5389249B2979425... Signature Adoption: Pre-selected Style Using IP Address: 50.255.54.17	Sent: 7/8/2022 9:08:05 AM Viewed: 7/8/2022 9:24:55 AM Signed: 7/8/2022 9:25:56 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2022 9:08:05 AM
Certified Delivered	Security Checked	7/8/2022 9:24:55 AM
Signing Complete	Security Checked	7/8/2022 9:25:56 AM
Completed	Security Checked	7/8/2022 9:25:55 AM

Payment Events	Status	Timestamps

Document Solutions, LLC

Angela Aguilar

Senior Account Executive

510-214-4052

KBA Document Solutions LLC

Over 40 years in California

Paperless

Enterprise Solutions for the Paperless Office

Reduce Waste & Cut Costs.

Document Solutions, LLC

Dear Lenka and Angela,

Thank you for the opportunity to review your document imaging requirements and propose a solution to meet your objectives. As you will see, KBA's offering meets or exceeds your needs, as well as providing for future growth.

Highlights include:

- **KBA's Staff has over 40 years of experience with Copiers and Software. This experience allows us to be experts in the ability to advise and assist in setting up your solution.**
- **Future performance: Customers know they can depend on KBA for the best product upgrades and business approach year after year.**
- **Best value: Customer confidence in Kyocera products and KBA's unmatched customer service and support has enabled KBA to become one of the fastest growing imaging companies in the United States.**
- **All work to be completed on or before required TBA completion date.**

Please see enclosed Executive Summary with our experience, short staff resumes and our guarantees.

In summary, our objective is to help you achieve your goals. The proposed KBA solution will enhance your organization with a new level of productivity and cost-effectiveness. KBA takes a proactive approach to managing our customers and as detailed throughout our response, we pride ourselves in a high level of customer service. Thank you for this opportunity!

Best regards,

Angela Aguilar
Senior Account Executive
32900 Alvarado-Niles Rd., #100
Union City, Ca. 94587
KBA Document Solutions
Angela.aguilar@kbadocusys.com
510-364-6782(cell)

Document Solutions, LLC

KBA Key Personnel

Todd Moody – President, over 30 years' experience. Todd will work on your behalf to make sure KBA stays on the forefront of technology. Through his longstanding relationship with our manufacturers and employees, he will keep our equipment and staff fresh and motivated to attain our goals.

Brent Meeks – General Manager – over 30 years' experience. Brent will work on your behalf to make sure all equipment and solutions offered are provided in a timely manner with a seamless delivery process and excellent customer service.

Angela Aguilar - Senior Account Executive, 21 years' experience. Angela has the experience and commitment to provide customers with the most flexible and cost-effective solutions to meet the organization's needs.

George Fidentzis – Director of Technical Service, 27 years' experience. George is an amazing talent. George's experience level of all technical aspects of software (DocuFlow, DocuWare and more) can be relied upon to quickly come resolve any of your issues.

Mark Cooper – **Service Operations Manager**, 29 years' experience. Mark is the in-house service/parts supervisor. Mark will be the person behind the scenes making sure the required parts are in stock and that our technicians have everything they need to quickly repair machines.

John Foust - Direct of Service, 24 years' experience as field technician. Awarded "Top Technician" in the Western Region, Papercut Technician.
Manufactured Trained from Kyocera and Canon.

Norm Santos - **Field Service Manager**, 25 years' experience as field technician for Kyocera and Canon. Awarded "Top Five" Technician in the Western Region, Papercut Technician.

Mark Ericson - Senior Field Specialist/Escalation Specialist – over 20 years' experience.
Expertly trained on Canon. Trained on Kyocera and HP's. OEM factory trained on Canon's, Uniflow Certified, Kyocera and HP. Excellent customer support!

Steve Smith – Service Team Lead – over 30 years' experience. Expertly trained on Kyocera and Canon, Steve will ensure service at the highest level with superior customer support.

Carmen Valenzuela – Office Manager/Leasing Manager–over 30 years' experience.
Carmen will ensure all paperwork and service provided on the back end will meet or exceed your expectations. She is an exceptional leader and is an expert in our industry.

Capacity & Methodology-KBA's Scope of Service

KBA is committed to maintaining a flat organizational structure, which allows our customers to contact our account representatives with ease. We guarantee a less than 24-hour resolve of any account inquiry. Service response is 1-4 Hours. KBA will provide trainers and technicians to participate in training classes.

Sales & Service from one point of contact: We provide the equipment and maintenance agreement, so you don't have to deal with several different people. Your main point of contact is Angela Aguilar. She will be responsible for handling any inquires on your account i.e., new technology upgrades, billing issues, service, or supply issues. She has experience working with Government and Major Accounts and has been the representative for Canon, HP, and Kyocera for many years. Her dedication to resolving any customer's inquiry with efficiency and expeditiously is truly beneficial to both the customer and KBA. We pride ourselves with a level of customer service that far exceeds the norm in today's business environment. It is our goal to resolve any customer issue within 24 hours, and not burden the customer with excuses or misinformation. If you are not pleased with the response you are receiving from our staff, feel free to contact Todd Moody, President, your concerns will be immediately addressed. You may also utilize our web site for service calls, supply orders or meter reads the address is www.kbadocusys.com or call 1.866.536.0050. Now you can download the KBA Support App for iPhone or Android.

KBA's Commitment to Elite Customer Service.

In business it's Location, Location, and Location. In Document Imaging it is SERVICE, SERVICE, and SERVICE. Here at KBA we consider ourselves a Service-driven company -- that also sells great products. Our status as Kyocera's and Canon's fastest growing new partner in the past fifteen years ensures that the products we sell and service are reliable and user-friendly, which makes them the perfect choice to reinforce our service-driven business model. At KBA our service technicians are mandated to essentially perform preventive maintenance during regular service calls. This results in longer periods of time between needed service and more copies between calls. KBA will assign dedicated technicians to be the main point of contact for you for all initial service issues. All your safety standards rules and regulations will be honored.

KBA's Guaranteed Service Response time is 1 to 4 hours: most others are 4 to 6 hours. You will also receive a call within 30 minutes from your Technician with an ETA!!

- Replacement Guarantee: If we can't fix a machine we service, we will replace it with a comparable model.
- Integrity of KBA: Because of the level of service we provide, we have nearly 100% customer satisfaction (Industry average is 65-70%).
- Proactive Approach to Servicing Office Equipment: Our field engineers replace parts on a regular, preventive basis, rather than waiting until the parts exceeds their useful life.

KBA has a long history of maintaining high production equipment, copiers, printers,

facsimile and now digital multi-function devices and software solutions. KBA's service has long been recognized locally and nationally as setting the benchmark for others to strive to. KBA guarantees a 1 to 4-hour response time for all our customers. With thousands of calls per year, KBA's on time response rate is 98.1%. Our response time is measured from the time the call is placed to the time the service call is closed by the service engineer on site. If per chance our less than 4-hour response time is not achieved, a pre-determined credit will be applied to the next month's billing. KBA carries locally in our Warehouses one of the largest parts inventories and equipment, of any copier dealer in the area, including Xerox, Ricoh, Canon, Toshiba, etc. KBA has a local parts courier who distributes parts needed to all field technicians several times a day. Assuring our customers get back up and running quickly. KBA also can overnight, RED LABEL, any part needed that may not be in inventory. KBA Service Engineers can query KBA's 2 million Dollar Parts Inventory from there smart phones. We guarantee and deliver 95% uptime, period.

Service separates our business from offering just another transactional commodity. The quality of service and support can greatly distinguish two different companies offering the same product. KBA prides itself on its exceptional service reputation. KBA will provide service that meets or exceeds the unique operational requirements of your organization. As part of our service KBA will continually monitor each systems methodology and assess each departments needs to enable an optimal solution for your entire organization. KBA can provide Automatic Automated Supply replenishment to each Department that works very efficiently!

In building a service model, we are challenged with the following dichotomy:

How do we provide a quicker response? Be more proactive in replacing parts before they fail and hire and retain the best field technicians in the industry. This very business model requires us to assign smaller territories per technician to allow them to manage their customers' specific needs more efficiently. KBA puts more replacement parts in the equipment to ensure the increase of images between failure rates and pays a higher salary in the process to secure and retain talented individuals. All this while remaining competitive in the marketplace with our service and support pricing.

KBA manages by selling added value in our service pricing, achieving efficiencies in our equipment's performance through our extensive years of experience, and controlling our overhead.

KBA's approach to maintenance is pro-active, not reactive. Our philosophy is to anticipate problems before they cause downtime. KBA technicians are trained and mandated to replace parts BEFORE they fail or have reached their pre-determined life. This results in less down time, longer periods between service, less frustration and much greater customer satisfaction. Unlike other vendors our technicians do not have a parts budget and are not penalized for their parts usage. KBA's pro-active service policy is unique in the industry. The most expensive component of service is labor and by utilizing our "Perfect Best Practice" service philosophy we not only keep the systems running to optimum ability, but we are also able to keep the end user satisfied. Technicians can also take time to do a good job the first time, resulting in a low call back ratio. 98% of KBA's service calls are completed on the first call. KBA has an automated 3 calls in 30 days call alert, which sends a message to the Service Department, and the appropriate Team Leader, that this system needs special attention. This triggers a call to action, which then may require an on-site visit by the Service Response Team, a thorough inspection, and sometimes overhaul of the equipment. If the system needs shop repair a loaner will be delivered.

KBA has a team of highly qualified network specialist, trained, and certified by Kyocera,

Canon, and HP. Multifunctional installations with KBA are easy, fast, and rather intuitive. KBA technical staff has excelled in this arena for years.

All service histories for the machines KBA services are kept in our system called eAutomate. We may access the information directly from our software in the office, through the ADS system, from the dispatchers or through the Compass Software system the sales department uses. In addition to the service history, the system monitors the service call status for each service call from the moment the customer places the service call until the technician closes the service call.

The permanent history kept in the eAutomate system includes dates and time of the service, number of calls placed, response time, call duration, problems reported by the customers, solutions for the problems from the technicians, meter information and parts used. This information is used frequently by our service managers and technical specialists to analyze the performances of our machines. This information is available to our customers upon request.

Our sales representatives also have access to the service history through KBA's Compass Software. This is a "snapshot" version of the history. Controlling, containing, and managing imaging cost is a paramount goal for KBA. Document creation, printing and distribution can amount to 8-20% of your operating expenditures. KBA's Total Document Approach can help you control your costs. Cost reduction maximized productivity and increased security all in one program. KBA's Total Document Approach will help create, print, scan, index, archive, share, and retrieve mission critical documents. KBA offers several options for remote monitoring of the copier Fleet. KBA can offer an analysis of your current workflow and will show you how to integrate and leverage your existing IT.

KBA Implementation Plan – Statement of Work/Action Plan

The implementation schedule will detail which resources from KBA and which resources from you are necessary to provide the most efficient install. Typically, the resources required would be a facilities or operations person, and an IT/IS person overseeing the area. It is necessary to coordinate the physical delivery of each device with the appropriate manager, and perhaps an operational person, so that they can relay to the department personnel the schedule. Immediately after physical hardware installation, a KBA engineer would work directly with IT/IS to ensure that network capabilities are deployed, i.e., printing, scanning, and more. For example: An IT/IS person from your organization would assist our engineer to implement the drivers at the server level. Additionally, and part of the collaborative implementation schedule our technician would collect all IP address, one-touch, and address book information from current systems to pre-configure the new before delivery. Once the devices are installed and connected to the network, as required by end users, then as part of the implementation schedule, KBA would provide end user training. The equipment is delivered with IP Address and more pre-installed.

Upon delivery of the new devices our technical team will install the devices and perform initial hardware testing. After the hardware is configured, our technical team will closely work with your IT/IS staff to ensure that the devices are networked for printing, scanning, job submission software, taking into consideration your objectives. Once the devices are up, operating and connected to the network, we will then provide your staff ongoing and unlimited training. Many times, the training will commence as a high-level overview of printing, scanning, and copying, but will then move on to a high-level session

with the operator to address specific needs, help with interface customization, and scan to functionality, etc.

Managing implementations requires specialized expertise that can only be gained from extensive experience. KBA's staff has experience with large equipment installations/transitions. KBA's mythology is based on Project Management Institute (PMI) standards, processes, and best practices to minimize business risks and ensure that the project is completed on-time, within budget, and to your exacting specifications. This phase will incorporate all the recommendations proposed for an optimization for all the equipment.

The KBA Team will consist of KBA Engineer, KBA technician, KBA trainer, KBA Account Executive, Supply/Service CR Person, as well as any other support personnel and resources deemed necessary to accomplish the installation. KBA Team will be responsible for the overall management of your account.

KBA's Implementation Methodology-Delivery, Installation and Training

At its highest level, KBA's implementation methodology encompasses phases to ensure all aspects and procedures are set up to simplify the process.

Initiate

During this phase, KBA will conduct an internal kickoff meeting to review the project scope and to familiarize any new KBA team members with the account history and details. A joint Project Kickoff Meeting will then be scheduled between the KBA team and your team to establish the high-level goals, objectives, risks, and timeline for the project. Once the joint project team is solidified and the details finalized, the project will move into the next phase - Plan.

Plan

During this phase, due diligence will be performed, and the critical elements will be finalized. The key component of this phase is a **site survey**, which will be conducted at the respective site(s) to obtain the necessary data for a smooth implementation process. It is an opportunity for

the KBA team to work in coordination with your team to ensure all critical elements have been accounted for.

During the site survey, KBA personnel will:

- Identify location for on-site toners, parts, and or other consumables.
- Identify/verify location of equipment for installation.
- Collect appropriate IP addresses.
- Identify installation challenges, risks, and /or special circumstance.
- Verify power and data connectivity.

Upon acceptance of KBA's proposed equipment configuration, KBA's Order Management reviews and processes the contract and sets up your account within KBA's internal system. This triggers several other actions, including:

- Equipment is released to a staging area for delivery preparation.
- Equipment is pre-configured to the specifications of the bid, including the enclosure of Starter Kits and service information labeling.
- Customer information packages (including device specifications, service call procedures, reference guides, and instructional guides) are compiled to accompany the equipment.
- Service installation and training are scheduled to coincide with the delivery of the equipment.
    - Training will include hands-on activities, manuals, and videos.
    - Training can be conducted individually or for a group in a classroom setting; training by KBA's tenured training staff.
- An eAutomate account is set up. eAutomate is a web-based account management tool that provides administrative control over your devices. It fully integrates with Canon's internal systems, providing you with greater access to account information. Upon enrollment, you can begin taking advantage of the many features of eAutomate, such as, eAutomate Benefits:
    - Identifying and validating devices
    - Reviewing installations by location
    - Submitting meter reads
    - Viewing meter read history
    - Placing service requests
    - Checking status of service requests
    - Ordering supplies
    - Ordering toner

Supply Order Processes-KBA Automatic toner ordering

KBA can set up your account for **auto toner replenishment** and **auto meter reads** electronically via FM Audit. Ordering supplies for your KBA Systems can also be done via Phone, email, Web, or iPhone APP 24/7. Simply contact KBA enter your ID number and supplies are shipped.
We will make sure you always have multiple supplies on hand.
KBA is very proactive for making sure there is plenty of supplies on location.
If you have space for extra toners or parts, we would be happy to stock items on location.

KBA DOCUMENT SOLUTIONS

TOTAL SATISFACTION GUARANTEE

Best of the Best Products in the Industry
KBA Document Solutions is one of the only elite copier dealerships left in the Bay Area. As an elite copier dealership, we have the advantage of choosing the products with the best technology and features to optimize your business. Every product line has a weakness, and so single-line dealers will always have a weak link in their product line. KBA is an authorized triple-line dealer so that we can always provide the best of the best no matter what your needs are. So, when you consult with us, you know that you are going to be introduced to the best products in the market.

Good Old-Fashioned Service
It seems harder and harder to find personal and responsive service nowadays. KBA Document Solutions is a throwback to when genuine service with a smile was the norm. We make promises and keep them. If you are having problems, then we will come up with a solution. We are committed to making sure that you are so happy that you will tell all of your friends and associates that KBA is the only vendor that they should talk to.

Free Replacement
We stand behind every product that we sell or lease and guarantee your complete satisfaction. If your copy machine, fax machine or printer does not work according to the manufacturer's specifications and we can't fix it, then we will replace your machine with a machine of comparable or better features and functions free of charge.

Service Loaner
If the equipment is deemed inoperable and KBA is unable to correct the problem, a loaner of similar or upgraded features will be provided at no additional cost until your equipment is repaired.

98% Uptime Guarantee
The equipment provided will be operational with an average of at least 98% uptime (excluding preventative maintenance time) or we will provide a loaner of similar or upgraded features at no additional cost, until your equipment is repaired.

Response Time Guarantee
KBA guarantees that a KBA-certified field service engineer will respond to your emergency service calls, placed to KBA's dispatch department, within an average of two to four hours. You agree to provide KBA with requested details on the problem and equipment ID# when placing calls.

Performance Guarantee
If your equipment or its accessories do not operate within manufacturer's specifications, and if the equipment cannot be repaired to perform within specifications, you must notify us, at the address shown on your monthly invoice, in care of the Collections Supervisor, by certified mail. We will have 30 days to repair and correct non-performance. If we fail to correct the problem(s) within 30 days, we will replace your equipment with like for like equipment. All payments and contractual obligations must be fulfilled by both parties during this period.

- The KBA Document Solutions Total Satisfaction Guarantee is in effect for up to five years from the date of installation. Your machine must be continuously covered by a KBA Maintenance Agreement, and you must use genuine parts and supplies for your machine from the date of installation to be covered by the KBA Document Solutions Total Satisfaction Guarantee. Equipment damaged or destroyed because of customer's negligence, misuse or abuse, improper electrical power or an act of God are not covered under this program

KBA
Document Solutions, LLC

Document Solutions, LLC

KBA References

City of Union City

Mario Vallejo
mariov@unioncity.org

City of Concord

Scott Conn, IT Division Head
925-6871-3248 or scott.conn@cityofconcord.org

City of Rohnert Park

Angie Smith, Purchasing
707-585-6740 or asmith@rpcity.org

California Department of Education

Kim Ohara, Analyst
916-323-9587 – kohara@cde.ca.gov

Alameda Unified School District

Robin Odell, Director of MIS
510-337-7000 ext. 77182 rodell@alamedaunified.org

KBA, Angela Aguilar, Brent Meeks and our Team will work tirelessly and closely with you. To assure all aspects, equipment, software, billing, supply delivery, service response is to the satisfaction standards which you expect, desire, and deserve!
As your needs change and expand KBA is ready with several solutions to improve workflow, control cost and maintain a more efficient way to operate!

KBA Document Solutions, LLC

Kyocera M6235cidn
37ppm Black & White/Color Digital Copier/Printer/Scanner/Fax

System Includes:

- 37 imp 75 Sheet Reversing Document Feeder
- Standard 7" Color Touch Screen with Tablet-Like Home Screen
- Scan-to-file, Scan-to-FTP, & Scan-to-Email, Desktop, Server
- One 250 Sheet Paper Drawer up to 81/2 x 14
- Print up to Legal Size
- Double Sided Scanning (two-sided copying, printing, and scanning)
- Bypass Tray (100 sheet capacity)
- 1GB of RAM
- USB Drive
- 1200 x 1200 dpi
- Cloud Faxing
- Apple Air Print Enabled for Mobile Printing Solution
- DocuFlow Software with Badge Readers

Includes Delivery, Installation & Training

Service/Supplies Includes:

All parts, toner, labor, preventative maintenance, and service calls to our certified technicians. Excludes tax, toner shipping ($4.00 per mo.), and paper.

Service Program Breakdown

To be included in Master Maintenance Agreement

Document Solutions, LLC

Kyocera TASKalfa 308ci

32 ppm B/W, 32 ppm Color Digital Copier/Printer/Scanner/Fax

System Shown with Optional Accessories

System Includes:

- 8 Bit color printing
- 60ipm Simplex/27ipm Duplex Color Network Scanner
- 75 Sheet Reversing Document Feeder
- Scan-to-file, Scan-to-FTP, & Scan-to-Email, Desktop, Server
- **Two** Universal 500 Sheet Paper Drawers up to Legal (81/2 x 14)
- Automatic Duplex (two-sided copying, printing, and scanning)
- Internal Staple Finisher
- Bypass Tray (100 sheet capacity)
- 4GB of RAM, 320 GB HDD
- USB Drive
- Mobile Printing
- Cloud Faxing
- Docuflow Software with Badge Reader

Includes Delivery, Installation & Training

Service/Supplies Includes:

All parts, toner, labor, preventative maintenance, and service calls to our certified technicians. Excludes tax, toner shipping ($4.00 per mo.), and paper.

Service Program Breakdown

To be included in Master Maintenance Agreement

KBA Document Solutions, LLC

Kyocera TASKalfa 2554ci/3554ci

25/35 ppm B/W, 25/35 ppm Color Digital Copier/Printer/Scanner/Fax

System Shown with Optional Accessories

Systems Includes:

- 320 Sheet Dual Scan Document Feeder (100ipm Simplex, 180ipm Duplex)
- Scan-to-file, Scan-to-FTP, & Scan-to-Email, Desktop, Server
- One Universal 500 Sheet Paper Drawer up to 12 x 18
- One 81/2 x 11 Paper Drawer
- 2 1,500 Sheet 81/2 x 11 Paper Decks
- Internal Staple Finisher or Booklet Finisher with 2/3 Hole Punch
- Color Scanning (100ipm Simplex, 180ipm Duplex)
- Double Sided Scanning (two-sided copying, printing, and scanning)
- Bypass Tray (100 sheet capacity)
- 4GB RAM, 320GB HDD, 8GB SSD
- Cloud Faxing
- USB Drive
- Apple Air-Print, Google Cloud Print and Kyocera Mobile Print Compatible
- 5 Major Parts that need to be changed good for 600,000 Impressions
- Docuflow Software with Badge Reader

Includes Delivery, Installation and Training

Service/Supplies Includes:

All parts, toner, labor, preventative maintenance, and service calls to our certified technicians. Excludes tax, toner shipping ($4.00 per mo.), and paper.

Service Program Breakdown

To be included in Master Maintenance Agreement

KBA Document Solutions, LLC

Kyocera TASKalfa 4054ci/6054ci

40/60 ppm B/W, 40/60 ppm Color Digital Copier/Printer/Scanner/Fax

System Shown with Optional Accessories

Systems Includes:

- 320 Sheet Dual Scan Document Feeder (100ipm Simplex, 180ipm Duplex)
- Scan-to-file, Scan-to-FTP, & Scan-to-Email, Desktop, Server
- One Universal 500 Sheet Paper Drawer up to 12 x 18
- One 81/2 x 11 Paper Drawer
- 2 1,500 Sheet 81/2 x 11 Paper Decks
- Internal Staple Finisher or Booklet Finisher with 2/3 Hole Punch
- Color Scanning (100ipm Simplex, 180ipm Duplex)
- Double Sided Scanning (two-sided copying, printing, and scanning)
- Bypass Tray (100 sheet capacity)
- 4GB RAM, 320GB HDD, 8GB SSD
- Cloud Faxing
- USB Drive
- Apple Air-Print, Google Cloud Print and Kyocera Mobile Print Compatible
- 5 Major Parts that need to be changed good for 600,000 Impressions
- Docuflow Software with Badge Reader

Includes Delivery, Installation and Training

Service/Supplies Includes:

All parts, toner, labor, preventative maintenance, and service calls to our certified technicians. Excludes tax, toner shipping ($4.00 per mo.), and paper.

Service Program Breakdown

To be included in Master Maintenance Agreement

KBA
Document Solutions, LLC

Canon TZ30000 36” B/W & Color Wide Format Printer/MFP

Features Included:

- Up to 36” Prints
- 128GB Memory, 500GB Encrypted HDD
- 2400 x 1200 Dpi Print Resolution
- Postscript and PDF File Processing
- 100 Sheet Stacker, C, D or E Size
- Color & B/W Printing 5 Color TD Pigment Ink Set
- Up to 4 D Sized Prints Per Minute
- Dual Front Loading Paper Rolls
- 128GB RAM/500GB HDD
- 51”(H) x 63”(W) x 38”(D) Approx 478lbs.
- Durable Dual Blade Rotary Cutter
- 5 Year eCarePak for Service

Consumables

700ml Ink Tanks (5)	**$ 264.60 each**
Print Head	**$ 435.60**
Maintenance Cartridge	**$ 94.50**

KBA Document Solutions, LLC

eGoldFax by GoldFax | PURE CLOUD FAXING™

eGoldFax – Cloud Faxing - Included

Basic Charge Includes:

- **Toll-Free Fax #'s – Receive and route inbound faxes to e-mail**
  7 Fax #'s with 500 Plan
- **Unlimited E-Mail Users: Email to Fax #@GoldFax.com**
- **Unlimited Scan to Email MFPs: Enter Fax#@GoldFax.com**
  No MFP Fax Expansion Kit or MFP fax line required
- **No fax busy (never miss a fax), No long-distance fees (USA, Canada)**

500 Plan - 500 Incoming and Outgoing Faxes - $49.99 per Month

Additional Toll-Free Fax # - $2.00 per Month
Additional Local (Toll) Fax # - $0.50 per Month

Introducing DocuFlow Pro Plus

Scan Directly to AWS S3 /GovCloud

amazon web services | S3

AWS GovCloud

DocuFlow Pro Secure Print Software with Badge Readers – Included

- **Secure Printing**
- **Follow Me Printing**
- **Reporting**
- **One Universal Driver**
- **No Microsoft Spools Required**
- **Encrypted Print Jobs**
- **Eliminate Waste**

KBA
Document Solutions, LLC

FMV Lease Options includes:

All Kyocera MFP's, 1 Canon Wide Format Color Printer w/ Maintenance for Term, 1 Canon Wide Format Color MFP w/ Maintenance for Term, eGoldFax & DocuFlow Pro +

48 Months	60 Months
$ 4,827.28	$ 3,903.08

Includes relief of obligation on current Kyocera leases and return of equipment to the leasing company.

CURRENT MONTHLY LEASES AND ANALOGUE FAX LINES $3,712.96

Service/Supplies:

Includes all service, supplies, parts, labor, and toner for all Kyocera Devices. Canon Wide Formats have service but does not include consumables

B/W cost per copy set at .005 2,500 per mo. = $ 12.50
Color cost per copy set at .049 6,000 per mo. = $ 294.00

Overages to be billed at the same rates.

Volumes can be adjusted to what you are comfortable with.

Canon Wide Format Consumables

700ml Ink Tanks (5)	$ 264.60 each
Print Head	$ 435.60
Maintenance Cartridge	$ 94.50

Offer expires 7/28/22

KBA DOCUMENT SOLUTIONS
A KYOCERA GROUP COMPANY

Lease Agreement

APPLICATION NO.	AGREEMENT NO.
	114440

32900 Alvarado-Niles Road, Suite 100 • Union City, CA 94587 • Phone: 510.214.4040 • Fax: 510.675.9272

The words **Lessee, you** and **your** refer to **Customer.** The words **Lessor, we, us** and **our** refer to **KBA Document Solutions, LLC**.

CUSTOMER INFORMATION

FULL LEGAL NAME				EQUIPMENT LOCATION (IF DIFFERENT)		
City of Newark						
STREET ADDRESS			PHONE	CITY	STATE	ZIP
37101 Newark Blvd.			510-578-4421			
CITY	STATE	ZIP	FAX	FEDERAL TAX I.D. #		
Newark	CA	94560		94-6027360		

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
Canon TZ30000 Wide Format Printer - Recreation 6800 Mowry Ave, Newark, CA	
Canon TZ30000 Wide Format MFP - Building Inspection 37101 Newark Blvd., Newark CA	
Kyocera 4054ci Color MFP - Building Inspection 37101 Newark Blvd., Newark CA	
Kyocera 6054ci Color MFP - City Manager 37101 Newark Blvd., Newark CA	
Kyocera 6054ci Color MFP - Community Development 37101 Newark Blvd., Newark CA	
Kyocera 4054ci Color MFP - Finance 37101 Newark Blvd., Newark CA	
Kyocera 4054ci Color MFP - Human Resources 37101 Newark Blvd., Newark CA	
Kyocera 4054ci Color MFP - Public Works 37101 Newark Blvd., Newark CA	
Kyocera 6054ci Color MFP - Police Admin 37101 Newark Blvd., Newark CA	
Kyocera 4054ci Color MFP - Police Report Writing 37101 Newark Blvd., Newark CA	
Kyocera 4054ci Color MFP - Police Detectives 37101 Newark Blvd., Newark CA	
Kyocera 4054ci Color MFP - Police Dispatch 37101 Newark Blvd., Newark CA	

☒ **CHECK HERE FOR MULTIPLE PLACEMENTS - SEE ATTACHED SCHEDULE "A"**

TERM AND PAYMENT SCHEDULE

Months 60	**Monthly Payment*** $ 3,921.08	*(The lease contract payment ("Payment") period is monthly unless otherwise stated.)* **plus applicable taxes*

INSURANCE & TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Agreement or the Equipment (see paragraphs 2 and 4 on page 2 of this Agreement). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.
UCC & MISCELLANEOUS	You agree that we will file Uniform Commercial Code ("UCC") documents and obtain credit bureau reports. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf. You agree to pay a one-time fee, not to exceed $159.00 for the purpose of filing the UCC documents.

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

City of Newark	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
	PRINT NAME		

ACCEPTANCE OF DELIVERY

The undersigned hereby certifies that: (i) all of the above-described equipment (the "Equipment") has been delivered to the above-named customer (the "Customer") at the address indicated above, (ii) the Equipment has been installed, is fully operational and in good condition, and is unconditionally accepted.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

LESSOR ACCEPTANCE

KBA Document Solutions, LLC			
LESSOR	SIGNATURE	TITLE	DATED

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. Unless otherwise stated in an addendum hereto, this Agreement will renew for ~~3~~ 1-month term(s) unless you send us written notice at least ~~90~~ 30 days (before the end of any term) that you want to purchase or return the Equipment. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to one of the following options, the selection of which is at our sole discretion: (1) we may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (2) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice and the new Lessor will have the same rights that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, OR E-SIGNATURE, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission, or e-signature of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your faxed, scanned or original signature, and which bears our original signature and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

9. **LAW, JURY WAIVER:** **Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

KBA DOCUMENT SOLUTIONS
A KYOCERA GROUP COMPANY

Schedule "A"

APPLICATION NO.	AGREEMENT NO.
	114440

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **KBA Document Solutions, LLC**.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
Kyocera 4054ci Color MFP - Records 37101 Newark Blvd., Newark, CA		
Kyocera 308ci Color MFP - Property 37440 Filbert St., Newark, CA		
Kyocera 4054ci Color MFP - GM Silliman Center 6800 Mowry Ave., Newark, CA		
Kyocera 6054ci Color MFP - GM Silliman Center Aqua 6800 Mowry Ave., Newark, CA		
Kyocera M6235cidn Color Desktop MFP - GM Silliman Center 6800 Mowry Ave., Newark,		
Kyocera 6054ci Color MFP - Senior Center 7401 Enterprise, Newark, CA		
Kyocera M6235 Color Desktop MFP - Service Yard 37440 Filbert St., Newark, CA		
Kyocera M6235 Color Desktop MFP - Service Yard 37440 Filbert St., Newark, CA		
Kyocera M6235 Color Desktop MFP - Service Yard 37440 Filbert St., Newark, CA		
Kyocera 3554ci Color MFP - Service Yard 37440 Filbert St., Newark, CA		
Kyocera M6235 Color Desktop MFP - Teen Center 6800 Mowry Ave., Newark, CA		
Kyocera 2554ci Color MFP - Community Center 35501 Cedar Blvd., Newark, CA		

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by undersigned Customer, who acknowledges receipt of a copy.

City of Newark	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

City of Newark Lease Equipment List 6-22

Location	Current Equipment	New Equipment
27005 BUILDING INSPECTION 37101 NEWARK BLVD.	**OCE PLOTWAVE 345** B/W Wide Format Printer	**Canon TZ30000** Color Wide Format MFP
E28395 BUILDING INSPECTION 37101 NEWARK BLVD.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
E25320 CITY MANAGER 37101 NEWARK BLVD.	**Kyocera 4052ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 6054ci** Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
E28362 COMMUNITY DEVELOPMENT 37101 NEWARK BLVD.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 6054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
E28393 FINANCE 37101 NEWARK BLVD.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
E28399 HUMAN RESOURCES 37101 NEWARK BLVD.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
SILLIMAN CENTER RECREATION 6800 MOWRY AVE	**NEWLY ADDED**	**Canon TZ30000** Color Wide Format Printer
E28374 POLICE ADMIN 37101 NEWARK BLVD.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 6054ci** Fax, Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
POLICE ADMIN	NEWLY ADDED	HP M480 Printer
E28382 POLICE REPORT WRITING 37101 NEWARK BLVD.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
E28352 POLICE DETECTIVES 37101 NEWARK BLVD.	**Kyocera 2553ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
E28380 POLICE DISPATCH 37101 NEWARK BLVD.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 4054ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
E28398 PUBLIC WORKS 37101 NEWARK BLVD.	**Kyocera 5053ci** 1,000 Sheet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 4054ci** 1,000 Sheet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
E25324 RECORDS 37101 NEWARK BLVD.	**Kyocera 4052ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
E82368 PROPERTY 37440 FILBERT ST.	**Kyocera 307ci** Fax, Internal Finisher, 500 Sheet Drawer, 2,000 Sheet Drawer, Doc Feeder	**Kyocera 308ci** Internal Finisher, 2 x 500 Sheet Drawers, Stand, Doc Feeder
E28310 GM SILLIMAN CENTER 6800 MOWRY AVE.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 4054ci** Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays

E28389 GM SILLIMAN CENTER AQUA 6800 MOWRY AVE.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 6054ci** Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
SILLIMAN BUILDING MAINTENANCE	**NEWLY ADDED**	**M6235cidn Desktop MFP**
E28391 SENIOR CENTER 7401 ENTERPRISE DR.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 6054ci** Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
E28390 SERVICE YARD 37440 FILBERT ST.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 3554ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
SERVICE YARD	**NEWLY ADDED**	**M6235 Color Desktop MFP**
SERVICE YARD	**NEWLY ADDED**	**M6235 Color Desktop MFP**
SERVICE YARD	**NEWLY ADDED**	**M6235 Color Desktop MFP**
E28367 TEEN CENTER 6800 MOWRY AVE.	**Kyocera M2640idw** Desktop	**M6235 Color Desktop MFP**
E28387 COMMUNITY CENTER 35501 CEDAR BLVD.	**Kyocera 3253ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Kyocera 2554ci** Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Stand
		Docuflow Pro + Software and eGoldFax 500 subscription

Accepted By:_____

Sales Rep	Angela Aguilar		
P.O. #			
Contract #	CO311		
Begin Date		**Renewal Date**	**Annual**

Maintenance Agreement

Ship To			**Bill To**		
City of Newark			**City of Newark**		
37101 Newark Blvd			**37101 Newark Blvd.**		
Newark	**CA**	**94560**	**Newark**	**CA**	**94560**
Contact Name	**Angela Montez**		**Contact Name**	**Angela Montez**	
Phone/Fax	**510-578-4421**		**Phone/Fax**	**510-578-4421**	
E-mail	angela.montez@newark.org		**E-mail**	**angela.montez@newark.org**	

☑ **All-Inclusive Maintenance and Supplies**	☐ **Basic Maintenance Services**	☐ **Managed Print Services Agreement**
Includes - Toner, Drums or Photoconductors, Filters, Parts, Preventative Maintenance & Labor **Excludes** - Paper, Staples, Labels or Transparencies ***NETWORK SUPPORT IS NOT INCLUDED**	**Includes** - Parts & Labor Only **Excludes -** Supply Units, Paper, Staples, Labels or Transparencies, Fuser, Maintenance Kits ***NETWORK SUPPORT IS NOT INCLUDED**	**Includes** - Toner, Parts, Maintenance Kits, Account Review **Excludes -** Paper, Staples, Labels or Transparencies ***NETWORK SUPPORT IS NOT INCLUDED**

Equipment Covered Under Agreement

Model	Serial #	Equipment ID#	Begin Meter
Please see equipment spreadsheet			

Contract Pricing

Base Billing Cycle is	**Monthly**	**Base of**	**$25.00**	**for**	**5,000**	**B&W Images**
		and	**$735.00**	**for**	**15,000**	**Color Images**
Other						

Overage Billing Cycle is	**Monthly**	**Rate on Kyocera devices**	$0.0050	**B&W Images**
			$0.0490	**Color Images**
				Color Level 1 Images
				Color Level 2 Images
				Color Level 3 Images
Other				
		Rate on non-Kyocera devices		**B&W Images**
				Color Images

Comments:

Escalation rate set at 5% annually. Monthly toner shipping charge set at $75.00 for all Kyocera's.

Canon TZ30000 Consumables: 700ml ink tanks $264.60 each, Print Head $435.60, Maintenance Cartridge $94.50

Customer Acceptance

This agreement consisting of the Terms and Conditions appearing above and on the reverse side are hereby approved and accepted by the respective Parties. See reverse for additional terms.☐

Authorized Signature		**Kyocera Document Solutions Representative**	
Signature	**Date**	**Signature**	**Date**
Print Name		**Print Name**	
		Nikki Grant	

KBA Document Solutions
32900 Alvarado Niles Road, Ste 100
Union City, CA 94587
Tel: 510-214-4040

kbadocusys.com

Maintenance Agreement

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE
This Agreement covers the labor, material and parts for repairs necessitated by normal use of the devices listed on the front side and any attached Schedule (the "Devices"), subject to the limitations set forth below. The All-Inclusive Maintenance Services and Managed Print Services includes toner, developer, MK kits and photoreceptor drums in amounts consistent with manufactures published yields and servicing intervals. Freight charges may be charged, and additional supplies will be billed at the Standard Service Rates. Basic Maintenance Service includes labor and non-consumable repair parts only.

2. SERVICE CALLS
Service calls will be made during normal business hours and at the installation addresses, both of which are shown on the front side of this Agreement. Travel and labor time for service call after normal hours, on weekend and holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

3. LIMITATIONS AND EXCLUSIONS
Kyocera's obligation for service and maintenance shall be limited to only those listed Devices. All-Inclusive Maintenance Services and Managed Print Services do not include paper, staples, labels, or transparencies. Basic Maintenance Service does not include toner, developer, imaging units, photoreceptor drums, MK kits, paper, staples, labels or transparencies.

The following services events are not covered under this Agreement and will be invoiced to the Customer at Kyocera's Standard Service Rates. Service calls resulting from:

a) A malfunction of, or damage caused by, peripheral equipment not listed in the Agreement.
b) The use of paper and toner or other supplies not meeting Kyocera's specifications.
c) User error or failure to perform operator maintenance as defined in the operator manuals.
d) Electrical or mechanical work external to the Devices and/or system.
e) Repair or replacement of network printing, scanning, faxing functions affected by updates or modifications of the Customer's network.
f) Repair or replacement of peripheral equipment such as Fiery controllers, coin vending equipment, etc., unless added and charged as separate line item in the Agreement.
g) Operator negligence, misuse, accidents, acts of God, natural disasters, improper storage, and unusual physical or electrical stress.

4. TERM
This annual Agreement shall become effective upon Kyocera's receipt of a signed Agreement and/or payment of the initial annual maintenance charge and shall renew for another annual term upon the anniversary date of the contract. Either party may cancel this Agreement with written notice to the other party 30 days prior to the end of the initial term or any renewal term.

5. RENEWAL TERM
The initial annual charge for maintenance under this Agreement shall be the amount set forth on the front side. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Kyocera may raise the annual Service Agreement charge by up to 15% for any new annual renewal term. Such charges to be assessed on a pro-rated basis. Alternatively, Kyocera shall have the right to cancel the service for those Devices.

6. CUSTOMER METER READING AND REPORTING OBLIGATIONS
Customer agrees to provide Kyocera with accurate and timely meter readings at the end of each applicable billing period through the use of Kyocera Fleet System ("KFS") software during the Initial Term and all subsequent Renewal Terms. The Maintenance Pricing is based on the use of KFS Software. A higher Maintenance Price or an additional service fee may be charged if the Customer elects not to use the KFS Software. If Customer fails to provide Kyocera with timely meter readings, then Kyocera can estimate meter reading and bill Customer base upon Customer's prior usage.

7. TONER USAGE
In All-Inclusive Maintenance Services and Managed Print Services, Kyocera will provide toner in amounts proportionate to Customers contracted page volume. If Customers usage requires excessive amounts of toner, Kyocera will conduct a usage analysis to determine the root cause and share the analysis with Customer. If findings reveal inordinately high toner saturation due to customers specific applications, Kyocera may charge a higher contract rate to offset the excessive toner coverage. Toner stored at Customers location remains the property of Kyocera. Kyocera reserves the right to conduct a physical inventory of stored toner during normal business hours.

8. EQUIPMENT RECONDITIONING
If in its sole discretion, Kyocera determines a shop reconditioning is necessary to keep the Devices unit(s) in working condition, Kyocera will provide the Customer with an estimate of needed repairs, which will be in addition to the charges payable under this Agreement. If the Customer does not authorize such reconditioning, Kyocera may discontinue service of the Devices unit(s) under this Agreement or may refuse to cover the unit(s) upon the expiration of the Agreement. Thereafter, service will be available on a "Per Call" basis at the then current published labor rates plus any parts or supplies required during the service call.

9. RELOCATION AND ADDITION OF DEVICES
Customer is required to immediately notify Kyocera upon installation of any additional equipment and/or movement of covered Devices at Customer's site. Customer shall be responsible for service and freight charges connected with the movement or relocation of Devices. For MPS Agreements, if Devices are moved outside Kyocera's authorized service area, Kyocera shall have the option to charge an additional amount to have the Devices serviced in the new location. If additional equipment is installed and Kyocera deems equipment serviceable, such equipment shall automatically be added to Schedule A, and shall be considered Devices for all purposes under this Agreement.

10. CHARGES
Customer agrees to pay the total of all charges for maintenance, service, and repair during the initial term and any renewal term within 10 days of the date of Kyocera invoice for such charges. Alterations, attachments, or specification changes may require an increase in maintenance charges and Customer agrees to pay such charges promptly when due. If the Customer does not pay all charges for maintenance or parts, promptly when due: Kyocera may (a) refuse to service the equipment, or (b) furnish service on a C.O.D. "Per Call" basis at Kyocera Standard Service Rates. Overdue accounts will be charged a late payment fee, of the lesser of, 1.5% per month or the maximum allowed by law. A fee of $25.00 will be charged for all returned checks. Customer shall be responsible for all costs and attorney fees associated with collection efforts, if any.

11. MISCELLANEOUS
a) Limitation of Liability. In no event shall Kyocera be liable to Customer or any other party for any lost profits or special, incidental, or consequential damages arising out of or in connection with this Agreement.
b) Freight and Delivery Charges. Kyocera may charge the Customer a freight or delivery charge for deliveries or shipments, which shall not exceed 10% of the invoice amount for the products in the applicable delivery or shipment.
c) Laws. This Agreement and any amendments thereto shall be governed in accordance with the laws of the State where the services are being provided.
d) Assignment. This Agreement may not be assigned by Customer without Kyocera's written consent.
e) Taxes. Customer shall be responsible for and pay any and all taxes, including sales taxes, related to services under this Agreement.
f) Delays. Kyocera will not be liable for any failure to perform which may be attributable to the inability to obtain raw materials, parts or supplies through usual and regular sources, delays in carriers, acts of God, governmental actions, or any other causes beyond its reasonable control.

KBA Document Solutions
32900 Alvarado Niles Road, Ste 100
Union City, CA 94587
Tel: 510-214-4040

kbadocusys.com

CITY OF NEWARK MAINTENANCE AGREEMENT SPREADSHEET

Location	Equipment	Location	Equipment
BUILDING INSPECTION 37101 NEWARK BLVD.	**Canon TZ30000** Color Wide Format MFP	**SILLIMAN BUILDING MAINTENANCE 6800 MOWRY AVE.**	**M6235cidn Desktop MFP**
BUILDING INSPECTION 37101 NEWARK BLVD.	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**SENIOR CENTER 7401 ENTERPRISE DR.**	**Kyocera 6054ci** Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
CITY MANAGER 37101 NEWARK BLVD.	**Kyocera 6054ci** Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**SERVICE YARD 37440 FILBERT ST.**	**Kyocera 3554ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays
COMMUNITY DEVELOPMENT 37101 NEWARK BLVD.	**Kyocera 6054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**SERVICE YARD 37440 FILBERT ST.**	**M6235 Color Desktop MFP**
FINANCE 37101 NEWARK BLVD.	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**SERVICE YARD 37440 FILBERT ST.**	**M6235 Color Desktop MFP**
HUMAN RESOURCES 37101 NEWARK BLVD.	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**SERVICE YARD 37440 FILBERT ST.**	**M6235 Color Desktop MFP**
RECREATION - SILLIMAN CENTER 6800 MOWRY AVE.	**Canon TZ30000** Color Wide Format Printer	**COMMUNITY CENTER 35501 CEDAR BLVD.**	**Kyocera 2554ci** Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Stand
POLICE ADMIN 37101 NEWARK BLVD.	**Kyocera 6054ci** Fax, Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays		
POLICE REPORT WRITING 37101 NEWARK BLVD.	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays	**Accepted By: _____**	
POLICE DETECTIVES 37101 NEWARK BLVD.	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays		
POLICE DISPATCH 37101 NEWARK BLVD.	**Kyocera 4054ci** Fax, Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays		
PUBLIC WORKS 37101 NEWARK BLVD.	**Kyocera 4054ci** 1,000 Sheet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays		
RECORDS 37101 NEWARK BLVD.	**Kyocera 4054ci** Internal Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays		
PROPERTY 37440 FILBERT ST.	**Kyocera 308ci** Internal Finisher, 2 x 500 Sheet Drawers, Stand, Doc Feeder		
GM SILLIMAN CENTER 6800 MOWRY AVE.	**Kyocera 4054ci** Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays		
GM SILLIMAN CENTER AQUA 6800 MOWRY AVE.	**Kyocera 6054ci** Booklet Finisher w/ Hole Punch, Dual Scan Doc Feeder, Dual 1,500 Drawer Trays		

Date	6/17/2022
Cust. #	CO422
Invoice #	
SAE	Angela Aguilar

MPS Uptime Pricing Contract

Ship To:				Bill To:			
City of Newark				City of Newark			
37101 Newark Blvd.				37101 Newark Blvd.			
Newark	CA	94560		Newark	CA	94560	
Contact:	Angela Montez			Billing Contact:	Angela Montez		
Phone/Fax:	510-578-4421			Phone/Fax:	510-578-4421		
E-mail:	angela.montez@newark.org			E-mail:	angela.montez@newark.org		
Purchase Order:				Requested Delivery Date:		New Customer:	No
Payment Terms:				Contract Term	Annual-Automatically renews unless given notice.		

Mfr.	Item # / Product code	Description	Yield	Unit Price		
HP	W2110X-UR	HP LaserJet M578 - toner High Yield	13,000	$239.00		
HP	W2111X-UR	HP LaserJet M578 - toner High Yield	10,000	$338.00		
HP	W2112X-UR	HP LaserJet M578 - toner High Yield	10,000	$338.00		
HP	W2113X-UR	HP LaserJet M578 - toner High Yield	10,000	$338.00		
HP	W2020X-UR	HP LaserJet M479/M454 - toner High Yield	7,500	$176.00		
HP	W2021X-UR	HP LaserJet M479/M454 - toner High Yield	6,000	$239.00		
HP	W2022X-UR	HP LaserJet M479/M454 - toner High Yield	6,000	$239.00		
HP	W2023X-UR	HP LaserJet M479/M454 - toner High Yield	6,000	$239.00		
HP	CE390A+-UR	HP LaserJet M601 - toner Extra Yield	15,000	$152.00		
HP	CE390A-UR	HP LaserJet M601 - toner Yield	10,000	$140.00		
HP	CE390AMICR-UR	HP LaserJet M601 - MICR toner Yield	10,000	$190.00		
HP	CF237A-UR	HP LaserJet M607 - toner Yield	11,000	$150.00		
HP	Q7580A-UR	HP LaserJet M607 - MICR toner Yield	11,000	$220.00		
HP	Q7581A-UR	HP LaserJet M404 - toner High Yield	9,000	$223.00		
	Maintenance Kits					
HP	B5L35A	HP M578 Maintenance Kit	150,000	$210.00		
HP	RM26460	HP M479/454 Maintenance Kit	150,000	$410.00		
HP	L0H24A	HP M607 Maintenance Kit	225,000	$359.00		
HP	CF064A	HP M601 Maintenance Kit	225,000	$407.00		
	Toner Only: No Umbrella Service					
Dell	N51XP	Dell 2150 - toner black	3,000	$105.00		
Dell	NPDXG	Dell 2150 - toner yellow	2,500	$122.00		
Dell	769T5	Dell 2150 - toner cyan	2,500	$122.00		
Dell	8WNV5	Dell 2150 - toner magenta	2,500	$122.00		

Comments: Same pricing still in effect. Pay as you order.

Subtotal	
Sales Tax	
Del/Install	
Total Amount	
Less Deposit	
Amount Due	

Warranty/Maintenance Agreement/Add to Existing Contract ☐ Yes ☐ No

Authorized Signature		Kyocera Document Solutions Representative	
Signature	Date	Signature	Date
Print Name		Print Name	

KBA Document Solutions
32900 Alvarado Niles Road, Ste 100
Union City, CA 94587
Tel: 510-214-4040
kbadocusys.com

STAFF REPORT

Item E. 1.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Carmelisa Lopez, Senior Planner
SUBJECT	Hearing to consider an Ordinance amending Title 17 (Zoning) of the Newark Municipal Code to add Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) and Chapter 17.42 (Reasonable Accommodation) and amend Division II (Base and Overlay Districts) Chapter 17.17 (General Site Regulations) Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), Chapter 17.34 (Design Review), Chapter 17.37 (Waivers), and Chapter 17.46 (Definitions), generally affecting development and design standards for residential and residential mixed-use development

SUMMARY AND RECOMMENDATION

City staff recommend that the City Council adopt an ordinance to implement a Zoning Text Amendment (ZTA) (Z2025-004), which would amend Title 17 (Zoning) of the Newark Municipal Code (Zoning Code) to establish Objective Design Standards (ODS) for residential and residential mixed-use projects and other revisions to implement Housing Element programs, encourage residential development, and streamline project reviews. The draft Ordinance is included as Attachment 1. The Planning Commission considered the ZTA and voted 3-0 to recommend City Council approval.

Since the ODS Project was initiated in Fall 2024, staff has completed a comprehensive planning process that includes evaluation of the City's existing regulations, community and stakeholder engagement, preparation of draft standards, a public review period from March 27 through April 17, 2026, and a Planning Commission study session on April 14, 2026. In response to feedback, the draft ODS and associated zoning code amendments were refined to improve clarity, flexibility, and implementation.

The proposed ZTA responds to state housing law requirements and implements Housing Element programs intended to reduce uncertainty in project review, streamline approvals, and support housing production. The proposed ODS in the new Chapter 17.28 implements Program H3.2 by replacing subjective design standards with objective standards and Program H3.4 by establishing objective standards for residential mixed-use development. Amendments to several additional chapters of the Zoning Code are also proposed to ensure consistency with Chapter 17.28 and fully or partially implement related Housing Element programs including Program H2.8: Zoning for Missing Middle Housing Types, Program H2.12: Ensure Maximum Residential Densities are Achievable, Program H3.4: Adjust Zoning to Allow Mixed Use in Current Commercial Zones, and Program H5.3: Public Lands for Dedicated Affordable Housing.

The proposed ZTA also includes amendments to Chapter 17.34 (Design Review) to establish and refine processes for discretionary and ministerial design review in accordance with Housing Element Program H3.1 to streamline ministerial permit procedures. A Ministerial Streamlined Design Review pathway would be established for qualifying residential projects that meet specific criteria and applicable objective standards. Additionally, a local ministerial alternative within the Ministerial Streamlined Design Review pathway is proposed for qualifying residential and residential mixed-use projects.

Lastly, the ZTA includes amendments to Chapter 17.37 (Waivers) to allow the granting of up to three waivers for certain ODS and a new chapter, Chapter 17.42 (Reasonable Accommodation), to relocate existing reasonable accommodation standards from Chapter 17.37 into a new standalone chapter.

Overall, the proposed ZTA would align the City’s Zoning Code with state law, streamline residential and residential mixed-use project review, and support housing production while preserving the City’s design expectations.

The Planning Commission considered the proposed ZTA at a public hearing held on July 14, 2026, and voted 3-0, with two Commissioners absent, to recommend City Council approval. The Planning Commission staff report and Resolution No. 2036 are included as Attachments 2 and 3.

Staff recommends that the City Council consider adopting the Draft Ordinance amending Title 17 (Zoning) of the Newark Municipal Code adding Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) and Chapter 17.42 (Reasonable Accommodation) and amending Division II (Base and Overlay Districts), Chapter 17.17 (General Site Regulations), Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), Chapter 17.34 (Design Review), Chapter 17.37 (Waivers), and Chapter 17.46 (Definitions), generally affecting development and design standards for residential and residential mixed-use development.

BACKGROUND

Housing Element Obligations

On October 26, 2023, the City Council adopted the City's 6th Cycle Housing Element (Housing Element). Subsequently, the Department of Housing and Community Development (HCD) certified the Housing Element on December 21, 2023, finding it in compliance with state law. The Housing Element includes 45 unique programs and 35 policies designed to achieve community-driven goals and meet the City's Regional Housing Needs Assessment (RHNA) target of permitting 1,874 new homes by 2031.

The City has committed to developing ODS for single-unit, multi-unit, and mixed-use residential development. The ODS project would implement Housing Element Programs H3.2 and H3.4, among others, to support the development of priority housing types as identified in the Work Plan. The intended outcome of ODS is that residential and mixed-use developments are designed in ways that reflect the needs of the community, are responsive to local ecological conditions and climate change, reduce development costs where applicable, and facilitate the redevelopment of commercial sites to mixed-use. See Attachment 4 for an expanded discussion on Housing Element applicability.

Objective vs Subjective Design Standards

The Zoning Code regulates development through a mix of development and design standards. Development standards establish measurable requirements that govern aspects of development such as building height, setbacks, lot coverage, parking, and landscaping. Design standards are a type of development standard that regulate the design and appearance of development.

The Zoning Code has a mix of subjective and objective standards. State law defines objective standards as those that "involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and public official before submittal." (Government Code Section 65913.4.)

Compared to objective standards, subjective standards rely on personal interpretation rather than clearly defined, measurable criteria. For example, the City's existing design review guidelines require that "new residences and additions should be compatible in scale and height with surrounding houses so as to blend in with them, versus overwhelming them with disproportionate size." This standard is subjective and can be interpreted differently depending on the reviewer. In contrast, objective standards may require new houses and additions to not exceed a specified height, be located a specified distance from the street, and provide a specified amount of landscaped area.

Objective Design Standards

State law is increasingly limiting the discretion of planning commissions and city councils for residential projects that are consistent with a jurisdiction's General Plan, Zoning Code, and applicable objective standards. In many cases, qualifying projects must be approved if they meet these objective standards and do not present unmitigable health or safety risks. As a result, the adoption of ODS has become increasingly important as the City's primary means of shaping high-quality residential development outcomes within the constraints of state law.

ODS would replace subjective design guidelines with clear, measurable design criteria. While the base development standards establish what is allowed, ODS would provide objective direction on how those projects

should be designed. Together, the two sets of standards (design and development) will provide applicants with a clear understanding of the City's expectations for project design, resulting in a more streamlined, objective, and efficient project review process and supporting both housing production and high-quality design outcomes. By bringing City processes further into conformance with state law, the ODS also maximize the City's discretion over development moving forward.

ODS Project

In Fall 2024, the City engaged with Consultant Good City Company to assist with drafting the City's ODS. Since project initiation, staff has completed a comprehensive planning process. The major project milestones are highlighted below. A detailed summary of the project timeline and key milestones is provided in Attachment 5.

1. Analysis of Existing Standards: The City's existing zoning regulations, design guidelines, applicable state requirements, and best practices were evaluated to identify opportunities for objective standards and related zoning code amendments. An Existing Conditions Report was prepared and is included in Attachment 6.
2. Community Engagement: A range of outreach efforts was conducted including a builders roundtable, Planning Commissioner interviews, a community open house, pop-up community events, and ongoing project communications, including through the project website (newarkca.gov/ods), to gather feedback that informed the draft standards. These efforts are discussed in detail in the Community Engagement Summary in Attachment 7.
3. Drafting Standards: Using the City's existing regulations, feedback received, and best practices from other jurisdictions, draft ODS and associated zoning code amendments were prepared.
4. Public Review: The draft ODS and associated zoning code amendments were available for public review from March 27 through April 17, 2026. Comments received generally focused on improving clarity, providing additional flexibility, and expanding compliance options for certain standards.
5. Planning Commission Study Session: On April 14, 2026, the Planning Commission conducted a study session to receive an overview of the draft standards and provide feedback prior to formal consideration. The Commission's discussion primarily focused on the potential for the proposed code amendments to facilitate 100 percent residential projects in commercial areas, compatibility between larger-scale residential development and adjacent single-unit neighborhoods, and the importance of maintaining flexibility through the proposed exceptions and waivers process.

The project team refined the draft ODS and associated zoning code amendments based on the feedback received. Updates to chapters in the Zoning Code related to waivers and design review processes as well as a new standalone chapter for reasonable accommodation standards are also now proposed and are further discussed in the Discussion/Analysis section of this report.

DISCUSSION/ANALYSIS

Purpose and Benefits of ODS

ODS are expected to improve predictability, consistency, and efficiency in the development review process by establishing clear, measurable design criteria. Projects that comply with objective standards may also qualify for ministerial approval, which can reduce review timelines, minimize redesign and iterative review, and provide greater certainty for applicants earlier in the development process. ODS also promote high-quality development by addressing key design considerations such as building orientation, neighborhood compatibility, privacy, site responsiveness, and durable materials.

ODS would not eliminate the City or community's role in shaping development outcomes. Rather, they translate the City and community's priorities into clear and measurable standards that can be applied consistently during project review. The proposed ODS have been developed through community and stakeholder engagement, reflect local priorities, and provide a transparent and predictable framework for project review. At the same time, the standards provide flexibility to accommodate different building types, design approaches, and site conditions and may be refined over time as development patterns, community priorities, and state law evolve.

Proposed Zoning Text Amendment

The proposed ZTA (see Attachment 1) includes the following additions and amendments to the Zoning Code:

1. Chapter 17.28 (Residential and Residential Mixed-Use Design Standards): A new chapter establishing ODS for residential and residential mixed-use development that would replace most design standards in Chapter 17.07 (Residential Districts)
2. Associated Zoning Code Amendments: Amendments to Division II (Base and Overlay Districts), Chapter 17.17 (General Site Regulations), Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), and Chapter 17.46 (Definitions) to ensure consistency with the new Chapter 17.28
3. Chapter 17.34 (Design Review): Amendments to establish and refine processes for discretionary and ministerial design review
4. Chapter 17.37 (Waivers): Amendments to allow the granting of waivers for certain ODS and applicable procedures
5. Chapter 17.42 (Reasonable Accommodation): Relocates existing reasonable accommodation standards from Chapter 17.37 to a new standalone chapter, Chapter 17.42 (Reasonable Accommodation)

The proposed additions and revisions to the Zoning Code are described in further detail in the following sections.

1. Chapter 17.28 Residential and Residential Mixed-Use Design Standards

ODS for residential and mixed-use development where residential is the primary use is proposed within a new chapter, Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) (see Attachment 1, Exhibit B). These standards are intended to work alongside all other applicable zoning code requirements, including development standards within the base zoning districts, Planned Development standards, overlay district standards, site regulations, landscaping, and parking. The chapter also includes Table 17.28.020 (see pp. 3-4 of Attachment 1, Exhibit B) to clarify when ODS apply in addition to, or take precedence over, other standards. Table 1 below summarizes the applicability of this chapter by project type.

Table 1: Applicability of Chapter 17.28 by Project Type

Project Type	Chapter 17.28 Applicability
Residential projects in residential districts	Subject to Chapter 17.28
Residential projects in other districts subject to design review	Subject to Chapter 17.28
Residential mixed-use projects	If residential uses comprise two-thirds or more of the building's floor area, the entire building is subject to the ODS. If residential uses comprise less than two-thirds, only the residential portion is subject to ODS
State-mandated ministerial projects (e.g. SB 423, SB 9, AB 2011)	Subject to Chapter 17.28
Additions and exterior modifications to existing residential or residential mixed-use projects	Subject to Chapter 17.28, except non-street-facing ground-floor additions comprising less than 50 percent of the proposed total floor area are exempt
Other development projects (e.g. non-residential projects)	Not subject to Chapter 17.28

The standards in Chapter 17.28 are organized into three categories:

1. Standards applicable to all residential development,
2. Standards specific to one- to four-unit developments, and
3. Standards specific to developments with five or more units.

Within these categories, the chapter establishes ODS for key design elements and is organized as shown in Table 2.

Table 2: Overview of Proposed Chapter 17.28

Section	Title	Summary
17.28.010	Purpose	Purpose and intent of the standards
17.28.020	Applicability	Identifies the development projects subject to Chapter 17.28
17.28.030	Building Massing and Articulation	Standards for building massing and articulation to promote visual interest and variation in building design
17.28.040	Building Element Standards	Standards for building elements, including windows, entrances, garages, balconies, and other architectural features
17.28.050	Materials and Colors	Standards for and limits on particular building materials and colors
17.28.060	Site Design Standards	Standards for site design elements, including driveways, walkways, landscaping, fencing, lighting, and other site improvements
17.28.070	Supplemental Standards for Residential Mixed-Use	Additional standards for residential mixed-use developments. Applicable projects are identified in Section 17.28.020 (Applicability)
17.28.080	Open Space	Establishes standards for the design of required private and common open space

The existing design standards and guidelines in Chapter 17.07 (Residential Districts) and the Single Family Residential Design Review Guidelines, the existing design guidelines for single-unit development, were translated into ODS and supplemented with additional ODS to support housing development and encourage specific design characteristics. Notable concepts introduced and changes to the existing Zoning Code include:

- Single-Unit Development - ODS would apply to single-unit development. Under the existing Zoning Code, design standards have primarily focused on multi-unit and larger-scale development. Expanding ODS to include single-unit development establishes consistent, objective expectations across all residential project types. As further described in the Chapter 17.34 Design Review of this report, applicants of single-unit projects may opt into the Single-Unit Design Review (formerly Single Family Design Review) process as an alternative to complying with ODS and would therefore be subject to the Single Family Residential Design Review Guidelines.
- Building Massing and Articulation – The proposed ODS include updated approaches to design for residential projects, primarily related to building massing and articulation and building element standards. Existing standards, for example, provide some objective measures for required articulation and building variation to break up building massing. These have been expanded upon to create objective standards that allow multiple ways to achieve sufficient variation in building façades such as horizontal and vertical variation, wall plane breaks, projecting elements, and diversity in materials and openings. This approach is intended to avoid creating new constraints on housing development, such as requiring approaches that may be prohibitively costly, while also preventing unpreferred design outcomes.
- Building and Site Elements – The proposed ODS include standards to promote high-quality design tailored to specific conditions. Examples include windows and balconies adjoining lower density residential districts to promote quality transitions between neighboring development and preserve privacy as well as open space and onsite amenities to ensure active and passive open space are provided.

- Residential Mixed-Use Development – The proposed ODS include standards for ground-floor commercial uses in residential mixed-use development such as glazing and entrance requirements. Primary entrances for commercial uses would also be required to be located on a street-facing façade and within the portion of the building closest to the street.
- Exceptions and Waivers – Exceptions and waivers may be granted for certain ODS under specific circumstances. Exceptions are incorporated directly into the chapter and identify the circumstances where specific standards may not apply or may be modified. Exceptions would be granted so long as the project or site meets the conditions specified. Certain ODS would also be eligible for a waiver pursuant to Chapter 17.37, which is further discussed in the Chapter 17.37 Waivers section in this report.

The proposed ODS in Chapter 17.28 are intended to work in conjunction with existing development standards, such as height and setbacks, to provide a comprehensive framework for project design. Overall, this chapter provides a clear and predictable framework for applying ODS, ensuring consistency across projects while maintaining flexibility to accommodate different building types, unit counts, and site conditions.

2. Associated Zoning Code Amendments

The proposed ZTA includes amendments to multiple chapters of the Zoning Code to ensure consistency with the proposed ODS, implement adopted Housing Element programs, and maintain consistency with applicable state law (see Attachment 1, Exhibits C and D). The proposed amendments are summarized in Table 3 below.

Table 3: Summary of Proposed Zoning Code Amendments

Chapter/Section	Summary of Changes
Division II – Base and Overlay Districts (Chapters 17.07 through 17.16)	Updated permitted use tables to clarify where residential and residential mixed-use development is allowed to better support housing production and align with Housing Element programs. Added provisions recognizing state laws that permit qualifying residential development in commercial and industrial districts. Updated development standards tables to refine height limits, setbacks, open space requirements, and other site development standards to improve development feasibility and eliminate conflicts with Chapter 17.28 and align with Housing Element programs.
Chapter 17.17 (General Site Regulations)	Revised Section 17.21.010 for consistency with Chapter 17.28
Chapter 17.21 (Landscaping)	Revised Section 17.21.020 for consistency with Chapter 17.28
Chapter 17.23 (Parking)	Revised Section 17.23.090 for consistency with Chapter 17.28 and to allow tandem residential parking to provide greater flexibility in site design
Chapter 17.46 (Definitions)	Added definitions for new terms introduced in Chapter 17.28

The proposed amendments include the following key changes to the Zoning Code:

- Permitted Uses: Permitted use tables were updated to clarify where residential and residential mixed-use development is permitted.
  - To implement Program H3.4, residential and residential mixed-use development would be permitted in commercial districts, including attached single-unit development, multi-unit development, and live-work units. However, residential uses would not be allowed on the ground floor of any building façade facing a public right-of-way, with the exception of live-work units.
  - To implement Program H5.3, 100 percent affordable housing would be permitted by right in the Public Facilities zoning district.
  - The amendments recognize state laws that permit qualifying residential development in commercial and industrial districts.
- Development Standards: Development standards tables were updated to ensure consistency with the proposed ODS, improve development feasibility, and implement Program H2.12 by introducing flexibility to help projects achieve maximum allowable densities. Notable changes include:
  - Adding transition standards between higher and lower density zones;
  - Removing the Minor Use Permit (MUP) requirement for buildings exceeding 35 feet in height in the

Residential Medium Density (RM) and Residential High Density (RH) zoning districts;
- Providing additional flexibility for projects proposing two or more units in residential districts, such as reduced setbacks and additional building height;
- Providing additional flexibility for projects achieving at least 85 percent of the maximum allowed density, such as an increase in the maximum lot coverage permitted;
- Allowing tandem parking for residential uses to provide greater flexibility in site design while continuing to satisfy parking requirements;
- Establishing development standards for residential uses in non-residential districts in response to state laws that expand opportunities for residential development in those districts and to align such development with the City's vision for these areas.

- Terminology: Housing terminology was updated throughout the Zoning Code by replacing "single-family" and "multi-family" with "single-unit" and "multi-unit." This terminology more accurately describes the physical characteristics of residential development and aligns with current planning practices and state housing policy and improves clarity and consistency in how regulations are applied.

The amendments also include definitions for terms introduced in Chapter 17.28 as well as various technical revisions to provide clarity and improve usability of the Zoning Code. Overall, the proposed amendments ensure the Zoning Code works cohesively with the proposed ODS and evolving state law, implements adopted Housing Element programs, and provides clarity and improves usability of the Zoning Code.

3. Chapter 17.34 Design Review

State-Mandated Ministerial Review Processes

Currently, most residential projects are subject to discretionary design review, which typically includes a public hearing before the Planning Commission or City Council for multi-unit residential and mixed-use projects, or a decision by the Community Development Director for single-unit residential projects. However, over the past several years, the State has adopted housing laws that require qualifying residential developments to be reviewed through a ministerial review process when they comply with applicable objective standards. The State's rationale for many of these laws is that projects that are consistent with a city's adopted General Plan, zoning regulations, ODS, and other applicable requirements should not require discretionary review or public hearings. Some examples include:

- Senate Bill (SB) 9: Requires ministerial approval for qualifying two-unit developments and urban lot splits in single-unit residential zones
- Assembly Bill (AB) 2011: Requires a ministerial approval process for qualifying affordable and mixed-income housing on eligible commercial sites
- SB 1123: Requires ministerial approval for qualifying subdivisions of up to 10 parcels, or for specified residential developments containing 10 or fewer units
- SB 423 (formerly SB 35): Established a streamlined, ministerial approval process for qualifying multifamily housing developments, particularly for jurisdictions that have not made substantial progress on permitting housing projects.

These laws are intended to reduce approval timelines and increase housing production by limiting discretionary review for qualifying projects.

Projects eligible for ministerial review typically include residential developments that are consistent with the General Plan and Zoning land use maps and comply with applicable development and objective standards, such as requirements for height, setbacks, lot coverage, and design. Projects on sites with notable environmental features or that require legislative changes such as a rezone or General Plan land use designation amendments are typically not eligible for ministerial review.

Many jurisdictions have established local ministerial review processes to provide applicants with an alternative to state streamlining laws while maintaining locally adopted standards. These processes typically apply to projects that are consistent with the General Plan and meet all applicable zoning, development and design standards, and building requirements.

As part of the Housing Element implementation, the City was required to establish a local ministerial review pathway through Chapter 17.15 By-Right Housing (-BRH) Overlay District. Adopted by the City Council on January 11, 2024, the -BRH Overlay District implements Housing Element Program H3.6 to rezone "reused" sites to allow

ministerial approval of residential development if they meet all applicable objective standards, achieve a minimum density of 20 units per acre, and provide at least 20 percent of units as affordable to lower-income households.

Process Updates

The proposed revisions to Chapter 17.34 (Design Review) establish streamlined, ministerial review procedures for qualifying residential and mixed-use residential mixed-use projects while retaining discretionary design review for other projects (see Attachment 1, Exhibit E and F). All development requiring design review would remain subject to Chapter 17.34. Certain exterior work would be exempt such as non-street facing additions or modifications that are less than 50 percent of the proposed total floor area.

The City's existing discretionary design review process would be retitled "Discretionary Design Review" and would include three subcategories:

1. Standard Design Review;
2. Single-Unit Design Review (formerly Single-Family Design Review); and
3. Discretionary Streamlined Design Review

A new process, Ministerial Streamlined Design Review, would be established for qualifying projects, including single-unit, multi-unit, and mixed-use residential developments, that meet applicable objective standards and eligibility criteria. For single-unit residential projects, staff acknowledges that some applicants may prefer the City's existing Single-Family Design Review process and propose an option for such applicants to opt into the Single-Unit Design Review instead.

Table 4 below summarizes the proposed pathways, including eligibility, review authority, noticing, and appeal rights.

Table 4: Proposed Design Review Pathways in Chapter 17.34 Design Review

	Standard Design Review	**Single-Unit Design Review**	**Discretionary Streamlined Design Review**	**Ministerial Streamlined Design Review**
Review Type	Discretionary			Ministerial
Eligible Projects	All projects requiring design review not eligible for other design review pathways	Single-unit residential projects that: (1) exceed waiver limits or (2) opt into discretionary review	Qualifying projects requiring discretionary approval but review is limited to compliance with objective standards	Qualifying projects including: (1) single-unit residential projects; (2) residential and mixed-use projects with 2 to 200 units; (3) projects on sites with a By-Right Housing Overlay; and (4) projects eligible for ministerial approval under state law
Review Authority	Community Development Director (Director), Planning Commission (PC), or City Council (CC) if processed concurrently with applications requiring their review or if referred by the Director			Director, with authority to refer to PC if permitted by State law and applicable statutory timelines
Public Hearing	Required if processed concurrently with applications requiring PC or CC review or if referred by the Director			Not required unless referred to PC
Public Noticing	Required			Not Required. Decision posted on City's website.
Appeals	Appealable to PC if reviewed by Director, or CC if reviewed by PC			Not appealable but eligible for one reconsideration by Director

Figures 1 and 2 below illustrate the review processes for Discretionary Design Review and Ministerial Streamlined Design Review including estimated processing times. While actual timelines may vary by project, Ministerial Streamlined Design Review substantially reduces processing time through a more streamlined review process.

Figure 1: Discretionary Design Review Process

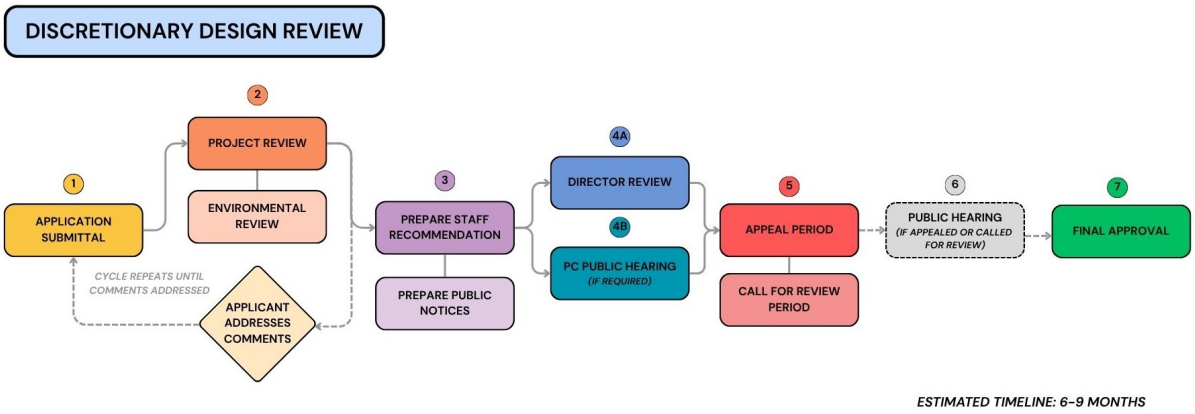
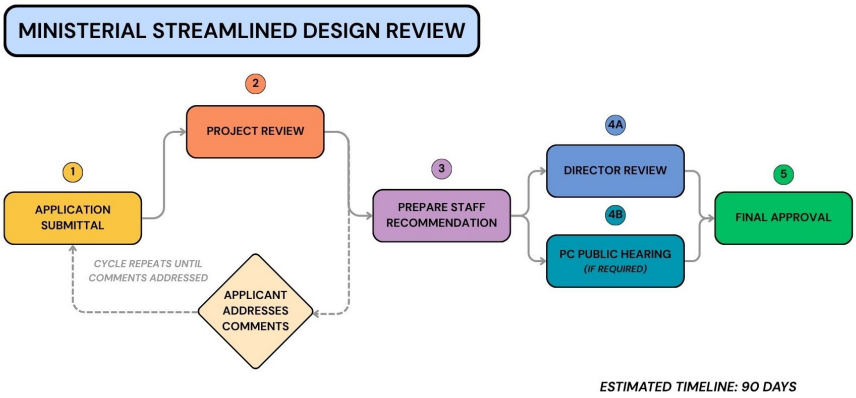


Figure 2: Ministerial Streamlined Design Review Process



Proposed Local Ministerial Alternative

As described in the State-Mandated Ministerial Review Processes section above, applicants may utilize state law for ministerial review of eligible housing projects that meet specified affordability, labor, and objective standards. SB 423 (previously known as SB 35) in particular allows for qualifying projects to be eligible for ministerial review of projects if they restrict either 50 percent or 10 percent of the units as affordable to low-income households. The 50 percent or 10 percent threshold is based on the jurisdiction's permit activity, with the lower 10 percent threshold established for jurisdictions that have not met their above moderate-income RHNA obligations. Because of past housing permit progress, qualifying projects in Newark that meet labor standards such as prevailing wage and apprenticeship programs and comply with applicable objective standards are currently eligible for SB 423 ministerial review if they restrict 50 percent of units to low-income households.

The City is making slower progress on its 6th Cycle RHNA goals compared to the previous cycle and is not on target to meet RHNA targets for any income band, including above moderate-income permits (see Attachment 4: Relevant Housing Plans and Policies). The City would need to permit at least 139 above moderate-income units by December 31, 2026. If current trends continue, staff anticipates the City may be subject to the lower 10 percent threshold beginning in 2027. Under this threshold, applicants could opt in to ministerial review for projects that restrict 10 percent of units to low-income households or 20 percent to moderate-income households until at least 2031. SB 423 would also require the City to approve or deny eligible projects within 90 days of receiving an application, which could strain staff resources and present risk to the City.

In response, the proposed Ministerial Streamlined Design Review pathway includes a local ministerial alternative to state ministerial processes such as SB 423 (see Section 17.34.020(B)(2)(e) on pp.2-3 in Attachment 1, Exhibits E and F). Modeled in part on approaches adopted by other jurisdictions, the proposed alternative establishes a local ministerial alternative for qualifying residential and residential mixed-use developments containing between two and 200 dwelling units.

To be eligible for this alternative, projects must be:

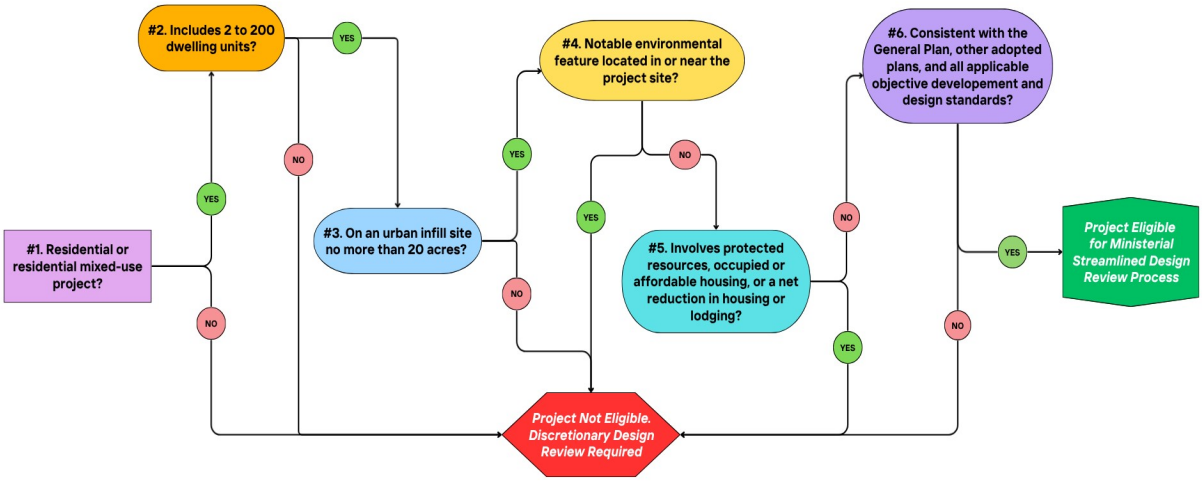
- Consistent with the General Plan, applicable zoning regulations, and all objective development and design

standards;

- Must not require discretionary approvals other than waivers authorized under Chapter 17.37; and
- Must provide affordable housing consistent with the City's Inclusionary Housing Ordinance (Chapter 17.27)

Notably, projects utilizing the local alternative would not be required to employ the same labor standards as SB 423, which could potentially reduce development costs compared to projects subject to state ministerial review processes. Figure 3 below illustrates the eligibility criteria review process to determine if a project would qualify for the local alternative.

Figure 3. Eligbility Criteria Review for Local Ministerial Alternative



The proposed alternative is limited to projects on sites that are appropriate for ministerial processing, excluding properties with significant environmental, historic, cultural, or archaeological constraints, planned unit developments, and other locations where ministerial review would not be appropriate. In addition, projects involving the demolition of historic resources, recently occupied housing, deed-restricted affordable housing, or resulting in a net loss of housing or lodging units would not be eligible.

The proposed eligibility criteria is intended to align with state ministerial processing requirements including ensuring qualifying projects remain eligible for ministerial review (and therefore exempt from California Environmental Quality Act (CEQA) review), while preserving the City's adopted standards. The key differences between the proposed alternative and equivalent state law are highlighted in Table 5.

Table 5: Key Differences Between State-Mandated & Proposed Local Ministerial Alternative

	State-Mandated Ministerial Review	**Proposed Local Ministerial Alternative**
Density	State law may allow projects to exceed City's density limits	Must comply with City's density limits
Affordable Housing	Must satisfy state affordability thresholds to qualify	Must satisfy the City's inclusionary housing requirements
Local Standards	Certain local development standards may be superseded by state law	Subject to applicable City adopted objective development and design standards
Labor Requirements	Subject to state labor requirements such as prevailing wage and skilled and trained workforce requirements	Not subject to state labor requirements
CEQA	Not subject to CEQA review	Not subject to CEQA review
Review Timeline	≤ 150 Units: 60 days > 150 Units: 90 days Deemed approved if deadline is not met	90 day *target* Not deemed approved if deadline is not met

The proposed pathway would provide applicants with an alternative to state ministerial processes while preserving the City's adopted standards. By providing a CEQA-exempt ministerial approval process that is not subject to the labor requirements imposed under state streamlining laws, the pathway may offer a more attractive option for qualifying projects while maintaining consistency with the City's General Plan and Zoning Code. The pathway would also provide the City and applicants greater flexibility to work collaboratively through iterative design refinements to achieve conformance with City standards and expectations than is generally available through state ministerial pathways.

Overall, the proposed amendments to Chapter 17.34 would modernize the City's design review framework by clearly distinguishing between discretionary and ministerial pathways and providing both state-compliant streamlined processing options and a locally tailored alternative. These changes would support Housing Element Program H3.1 and improve procedural clarity, predictability, and efficiency for qualifying residential and mixed-use development.

4. Chapter 17.37 Waivers

Staff recognizes that, while the proposed ODS are intended to establish clear and objective requirements for residential and mixed-use development, certain project-specific or site conditions may warrant limited flexibility in the application of specific standards. Amendments to Chapter 17.37 (Waivers) are proposed to ensure consistency with the proposed ODS in Chapter 17.28 and to clarify the procedures for granting waivers for specified ODS (see Attachment 1, Exhibits G and H). The amendments include relief for up to three specified ODS per development project. Waiver requests exceeding this threshold could not be processed under this section and would instead be subject to a variance or other applicable entitlement process.

Applicants must demonstrate that the proposed alternative solution meets the design intent of the applicable ODS, or that compliance is not feasible due to the physical characteristics of the property or other unusual site constraints. Certain ODS may also include specific requirements or criteria that must be satisfied for a waiver to be granted.

Projects qualifying for a density bonus pursuant to California Government Code Section 65915 and Chapter 17.19 (Density Bonus for Affordable Housing) may also be eligible for additional development incentives, including waivers, concessions, or parking reductions. Consistent with state law and Chapter 17.19, these incentives are processed separately and are not considered waivers subject to Chapter 17.37.

These revisions provide a limited flexibility mechanism within an otherwise objective standards framework, while ensuring that waivers remain narrowly applied and consistent with the intent of the ODS. The proposed amendments also support Housing Element Program H2.12 by ensuring that development standards are applied in a manner that allows for feasible implementation of maximum allowable densities while maintaining objective and consistent design review criteria.

5. Chapter 17.42 Reasonable Accommodation

A new chapter, Chapter 17.42 (Reasonable Accommodation), is proposed to relocate the City's existing reasonable accommodation provisions from Chapter 17.37 into a standalone chapter (see Attachment 1, Exhibit I). The proposed chapter is intended to clearly distinguish reasonable accommodations from waivers and establish a more logical organizational structure within the Zoning Code. No substantial changes are proposed to the existing reasonable accommodation procedures.

The proposed chapter establishes procedures for requesting and reviewing reasonable accommodation requests consistent with the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act. The provisions are generally consistent with the model reasonable accommodation ordinance published by HCD.

Establishing a standalone chapter improves the organization and usability of the Zoning Code by separating reasonable accommodation procedures from waiver provisions. The proposed chapter is generally consistent with the model reasonable accommodation ordinance published by HCD. This organizational approach is also used by

many California jurisdictions and provides greater clarity regarding the distinct purposes and application of reasonable accommodations and waivers.

General Plan & Housing Element Alignment

The proposed ZTA will implement the Housing Element by establishing objective design standards, expanding opportunities for residential development, and streamlining applicable development review processes. The ZTA directly implements and advances the following Housing Element programs:

- Program H3.2: Develop Objective Design Standards for Single-Family and Multi-Family Developments and Infill Housing – Establishes ODS and updates review processes for residential and residential mixed-use development to support housing development and streamline project review.
- Program H3.4: Adjust Zoning to Allow Mixed Use in Current Commercial Zones – Expands opportunities for residential and residential mixed-use development in commercial districts and establishes objective standards for such development.
- Program H2.8: Zoning for Missing Middle Housing Types – Partially implements the program by establishing ODS applicable to small multi-unit developments and providing flexibility for projects by establishing a waiver process (Chapter 17.37, Waivers).
- Program H2.12: Ensure Maximum Residential Densities are Achievable – Partially implements the program by revising to help achieve maximum permitted densities.
- Program H3.1: Streamline Ministerial Approval Permit Procedures – Partially implements the program by establishing a ministerial review process for housing developments eligible for streamlined review.
- Program H5.3: Public Lands for Dedicated Affordable Housing – Partially implements the program by allowing 100 percent affordable housing as a permitted use in the Public Facilities zoning district.

A detailed summary of Housing Element programs addressed by the ODS project is included in Attachment 4.

The proposed ZTA represents an important step in implementing the City's Housing Element and ensuring that the Zoning Code continues to support the City's housing goals. The City also anticipates undertaking a comprehensive update to the General Plan beginning in 2028, as identified in the recently adopted 2026–2031 Capital Improvement Program (CIP). This update will provide an opportunity to comprehensively evaluate and update the General Plan to incorporate changes resulting from the implementation of the Housing Element and evolving state law. Effective on June 30, 2025, SB 130 allows jurisdictions to adopt zoning amendments that implement Housing Element programs without requiring concurrent amendments to the General Plan. Accordingly, the proposed ZTA can move forward as an implementation action while the City prepares for the broader General Plan update.

Collectively, the proposed ZTA supports the City's Housing Element by ensuring that zoning and design standards are structured to facilitate housing production, improve predictability in the development review process, and align local regulations with state housing law requirements.

California Environmental Quality Act

The proposed ZTA is exempt from further environmental review pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that it will have no significant effect on the environment. The proposed ZTA is also exempt from further environmental review pursuant to CEQA Guidelines Section 21080.085 as it is a rezoning that implements the schedule of actions contained in the City's Housing Element pursuant to Government Code Section 65583(c).

Planning Commission Review

The Planning Commission held a public hearing on July 14, 2026 to consider recommending approval of the proposed ZTA. Staff and consultants presented the proposed ZTA and answered questions from the Planning Commission. Following questions, the Planning Commission voted 3-0, with two Commissioners absent, approving Resolution No. 2036 (see Attachment 3) recommending that the City Council adopt the draft Ordinance.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PRIORITY AREA

Further Economic Vitality and Housing for All

REVIEW AND APPROVAL

Prepared by - Carmelisa Lopez, Senior Planner
Michael Coulom, Housing Policies and Programs Manager
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment 1 – Draft Ordinance
Exhibit A Findings of Fact
Exhibit B Proposed Chapter 17.28 Residential and Residential Mixed-Use Design Standards
Exhibit C Associated Zoning Code Amendments – Clean Version
Exhibit D Associated Zoning Code Amendments – Redline Version
Exhibit E Revised Chapter 17.34 Design Review – Clean Version
Exhibit F Revised Chapter 17.34 Design Review – Redline Version
Exhibit G Revised Chapter 17.37 Waivers – Clean Version
Exhibit H Revised Chapter 17.37 Waivers – Redline Version
Exhibit I Proposed Chapter 17.42 Reasonable Accommodation
Attachment 2 Planning Commission Staff Report
Attachment 3 Resolution No. 2036
Attachment 4 Relevant Housing Plans and Policies
Attachment 5 ODS Project Timeline & Milestones
Attachment 6 Existing Conditions Report
Attachment 7 Community Engagement Summary
Staff Presentation

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING TITLE 17 (ZONING) OF THE NEWARK MUNICIPAL CODE TO ADD CHAPTER 17.28, RESIDENTIAL AND RESIDENTIAL MIXED-USE DESIGN STANDARDS, AND CHAPTER 17.42, REASONABLE ACCOMMODATION AND AMEND DIVISION II, BASE AND OVERLAY DISTRICTS, CHAPTER 17.17, GENERAL SITE REGULATIONS, CHAPTER 17.21, LANDSCAPING, CHAPTER 17.23, PARKING AND LOADING, CHAPTER 17.34, DESIGN REVIEW, CHAPTER 17.37, WAIVERS, AND CHAPTER 17.46, DEFINITIONS, GENERALLY AFFECTING DEVELOPMENT AND DESIGN STANDARDS FOR RESIDENTIAL AND RESIDENTIAL MIXED-USE DEVELOPMENT

WHEREAS, the City of Newark (the "City") occasionally initiates amendments to the Newark Municipal Code ("NMC") to clarify, add, or amend certain provisions to ensure that it remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community; and

WHEREAS, on October 26, 2023, the City Council adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law; and

WHEREAS, the State has enacted laws that require approval of multi-unit and mixed-use development to be based on uniformly verifiable criteria (i.e., objective standards), and defines objective standards as those that "involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and public official before submittal" (Government Code Section 65913.4.); and

WHEREAS, state legislation has increasingly emphasized streamlined, ministerial review processes and has limited the use of subjective design standards that may delay or constrain housing development; and

WHEREAS, NMC Title 17 ("Zoning Code") contains a mix of subjective and objective standards; and

WHEREAS, the Sixth Cycle Housing Element commits the City to developing objective

design standards ("ODS") for single-unit and multi-unit residential development through Program H3.2 and mixed-use development through Program H3.4; and

WHEREAS, the City desires to make the following amendments to the NMC: add Chapter 17.28, Residential and Residential Mixed-Use Design Standards, to establish ODS for residential and residential mixed-use development; and amend Division II, Base and Overlay Districts, Chapter 17.17, General Site Regulations, Chapter 17.21, Landscaping, Chapter 17.23, Parking and Loading, and Chapter 17.46, Definitions, to ensure consistency with Chapter 17.28; and

WHEREAS, the City also desires to amend Chapter 17.34, Design Review, to establish and refine processes for discretionary and ministerial design review and Chapter 17.37, Waivers, to allow the granting of waivers for certain ODS, and to relocate existing reasonable accommodation standards from Chapter 17.37 to a new standalone chapter, Chapter 17.42, Reasonable Accommodation; and

WHEREAS, the additions and amendments to the Zoning Code are collectively referred to as the "Zoning Text Amendment"; and

WHEREAS, the Zoning Text Amendment directly implements Program H3.2 by replacing subjective design guidelines with clear, uniformly applicable standards that support consistent and efficient project review, and Program H3.4 by expanding opportunities for residential and mixed-use development in commercial zones; and

WHEREAS, the Zoning Text Amendment also advances several Housing Element programs, including Program H2.8 by clarifying design expectations for a range of residential types and by providing objective open space standards scaled to different project types and sizes; Program H2.12 by refining development standards to reduce procedural and regulatory constraints without compromising design quality and by providing objective pathways to meet required design and development criteria without unnecessary barriers; Program H3.1 by supporting streamlined ministerial approval processes for qualifying residential development consistent with state law; and Program H5.3 by allowing 100 percent affordable housing by right in the Public Facilities zoning district; and

WHEREAS, the Zoning Text Amendment is exempt from further environmental review pursuant to the California Environmental Quality Act ("CEQA") Guidelines §15061(b)(3), as it can be seen with certainty that it will not have a significant effect on the environment, and pursuant to §21080.085, as it is a rezoning that implements the schedule of actions contained in the City's Housing Element pursuant to Government Code §65583(c); and

WHEREAS, a staff report dated July 14, 2026, and incorporated herein by reference, described and analyzed the Zoning Text Amendment for the Planning Commission; and

WHEREAS, on July 14, 2026, the Planning Commission reviewed the staff report at a noticed public hearing on the Zoning Text Amendment, at which time all interested parties had the opportunity to be heard; and

WHEREAS, following the public hearing, the Planning Commission considered the staff recommendation as provided in the staff report, adopted Resolution No. 2036 incorporated herein by reference, and transmitted the resolution to the City Council; and

WHEREAS, a staff report dated September 10, 2026, and incorporated herein by reference described and analyzed the Zoning Text Amendment for the City Council; and

WHEREAS, on September 10, 2026, the City Council reviewed the staff report at a duly noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, the City Council finds that the staff report and CEQA exemptions reflect the City's independent judgment and analysis of the proposed Zoning Text Amendment; and

WHEREAS, the City Council finds that the Zoning Text Amendment meets the requisite findings of fact necessary for approval and the recommended findings of fact and determinations set forth in "Exhibit A", attached to this Ordinance; and

WHEREAS, the City's General Plan and 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.

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 Exhibits B through I, attached hereto and made a part hereof by reference, is exempt from further environmental review pursuant to California Environmental Quality Act ("CEQA") Guidelines §15061(b)(3), as it can be seen with certainty that it will not have a significant effect on the environment, and pursuant to §21080.085, as it is a rezoning that implements the schedule of actions contained in the City's Housing Element pursuant to Government Code §65583(c).

Section 3: Pursuant to NMC §17.39.070 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the NMC as set forth in Exhibit A attached hereto and incorporated herein by this reference.

Section 4. Pursuant to NMC §17.39.070 of the Zoning Code, City Council does hereby find that the Zoning Text Amendment embodied in this Ordinance as set forth in Exhibits B through I, attached hereto and made a part of by reference, which seeks to add Chapter 17.28, Residential and Residential Mixed-Use Design Standards, and Chapter 17.42, Reasonable Accommodation and amend Division II, Base and Overlay Districts, Chapter 17.17, General Site Regulations, Chapter 17.21, Landscaping, Chapter 17.23, Parking and Loading, Chapter 17.34, Design Review,

Chapter 17.37, Waivers, and Chapter 17.46, Definitions, generally affecting development and design standards for residential and residential mixed-use development is necessary and desirable to achieve the purposes of the Zoning Code of the NMC.

Section 5: The Zoning Code is hereby added and amended as shown in Exhibits B, C, E, G, and I as clean versions, and Exhibits D, F, and H, 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 _____, ____.

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

AYES:

NOES:

ABSENT:

SECONDED:

APPROVED:

ATTEST: Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibits

A. Findings of Fact
B. Proposed Chapter 17.28 Residential and Residential Mixed-Use Design Standards
C. Associated Zoning Code Amendments – Clean Version
D. Associated Zoning Code Amendments – Redline Version
E. Revised Chapter 17.34 Design Review – Clean Version
F. Revised Chapter 17.34 Design Review – Redline Version
G. Revised Chapter 17.37 Waivers – Clean Version
H. Revised Chapter 17.37 Waivers – Redline Version
I. Proposed Chapter 17.42 Reasonable Accommodation

Exhibit A

Findings of Fact

Pursuant to Newark Municipal Code Sections 17.39.060 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code.

The City Council shall not recommend approval of a zoning amendment unless the proposed amendment meets the following criteria:

A. **The amendment is consistent with the general plan.**

On October 26, 2023, the City Council of the City of Newark adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law.

The proposed Zoning Text Amendment (Z2025-004) is consistent with the City of Newark General Plan, including the 2023–2031 Housing Element adopted by City Council on October 26, 2023 and certified by HCD on December 21, 2023.

The Housing Element identifies 45 programs and 35 policies intended to facilitate housing production, improve affordability, and streamline development review in accordance with state housing law. The proposed amendments directly implement multiple Housing Element programs, including:

> Program H3.2 (Develop objective design standards for single family and multi family developments and infill housing) by replacing subjective design standards with clear, measurable, and uniformly verifiable standards in the new Chapter 17.28, Residential and Residential Mixed-Use Design Standards;
>
> Program H3.4 (Adjust zoning to allow mixed use in current Commercial zones) by establishing objective standards and zoning amendments that support residential and mixed-use development in commercial zones;
>
> Program H3.1 (Streamline ministerial approval permit procedures) by developing objective design standards (ODS) and revising Chapter 17.34, Design Review, to establish and refine ministerial and streamlined review pathways for qualifying residential and mixed-use projects;
>
> Program H2.8 (Missing Middle Housing Types) by clarifying design expectations for a range of residential development types, including single-unit, multi-unit, and missing middle housing and by providing objective open space standards that are scaled to different project types and sizes;

Program H2.12 (Maximum Densities) by refining development and design standards to reduce procedural and regulatory constraints without compromising design quality and ensuring development standards function cohesively with base zoning standards by providing objective pathways to meet required design and development criteria without unnecessary barriers; and

Program H5.3 (Public Lands for Affordable Housing) by permitting 100 percent affordable housing by right in the Public Facilities zoning district.

B. **Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district.**

There are no changes to district boundaries proposed as part of the action.

C. **The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare.**

The proposed action is necessary to comply with the requirements of the City's Housing Element of the General Plan for the period of 2023-2031, which was adopted pursuant to state law.

The creation of ODS in Chapter 17.28, Residential and Residential Mixed-Use Standards, reduces uncertainty and delays in project review, enabling more predictable and efficient processing of residential and mixed-use development.

The amendments to Chapter 17.34, Design Review, further promote orderly development by creating clearly defined discretionary and ministerial review pathways, including a local ministerial streamlined process for qualifying residential and mixed-use residential projects. These changes improve procedural clarity, reduce processing delays, and ensure consistency with state streamlining laws.

The proposed ODS also incorporate design requirements that protect community health and welfare by mitigating impacts of higher-density development on lower-density neighborhoods. These include ODS for building articulation, setbacks, landscaping, window placement, and site transitions to maintain privacy, reduce visual impacts, and ensure compatibility between land uses.

Additionally, amendments to Chapter 17.37, Waivers, and the creation of Chapter 17.42, Reasonable Accommodation, provide structured mechanisms for flexibility in design, while maintaining the principles of ODS and ensuring compliance with federal and state law.

Collectively, the proposed Zoning Text Amendment promotes orderly and sustainable growth by aligning the City's zoning regulations with state law, improving the efficiency and predictability of the development review process, and ensuring that new residential and mixed-use residential development occurs in a manner that is compatible with surrounding uses and supportive of the City's goals.

Chapter 17.28 RESIDENTIAL AND RESIDENTIAL MIXED-USE DESIGN STANDARDS

17.28.010 - Purpose

The specific purposes of this chapter are to facilitate the production of quality housing for all members of the community and foster pedestrian-oriented, mixed-use areas as indicated in the city's general plan, applicable sections of the Zoning Code, and applicable specific or area plans. The objective design standards included in this chapter are intended to serve as part of a predictable, objective, and streamlined entitlement process for applicable new housing development. These standards define a set of clear and measurable design review criteria, which are available to applicants and reviewers in advance of submitting a development application. These standards complement the standards specified in the city's Zoning Code (Newark Municipal Code Chapter 17) and further the goals, policies, and actions of the city's General Plan, including those in the Housing Element related to housing production, zoning reform, streamlining design review, and expediting permit approval.

Additional purposes of this chapter are as follows:

A. Establish or clarify objective design standards for residential and residential mixed-use developments consistent with recognized architectural and urban design best practices for building and site design;

B. Preserve and enhance the character of the city's different neighborhoods and the quality of life of city residents;

C. Ensure adequate light, air, privacy, and open space for each dwelling; and

D. Ensure that the scale and design of new development and alterations to existing structures are appropriate to the physical characteristics of the site and the area where the project is proposed.

17.28.020 - Applicability

A. This chapter prescribes design standards for projects subject to objective design standards. These standards shall be used in conjunction with all other applicable sections of the Zoning Ordinance as described in subsection 17.28.020(E).

B. Projects subject to the design standards of this chapter:

1. Residential development (as defined in Chapter 17.46) in any residential district and residential developments subject to design review in any other district.

2. Residential mixed-use developments (as defined in Chapter 17.46) in any residential district and residential mixed-use developments subject to design review in any other district. This chapter shall be applied as follows:

a. If two-thirds or more of the floor area of an individual mixed-use building is dedicated to residential uses, the entire building shall be subject to the Residential and Residential Mixed-Use Design Standards.

b. If less than two-thirds of the floor area of an individual mixed-use building is dedicated to residential uses, the Residential and Residential Mixed-Use Design Standards shall only apply to the residential component. The non-residential component shall follow the applicable design standards for the underlying zoning district.

c. If multiple buildings are proposed for a development, each building will be evaluated individually according to the criteria set in subsections (i) and (ii) above.

3. Projects subject to approval under Government Code Sections 65913.4, 65852.21, 66411.7, and 65912.100, and any other state statutes requiring use of objective design standards.

4. Additions and exterior modifications to existing residential and residential-mixed use developments. The new portion of any additions and exterior modifications to existing residential and residential mixed-use developments shall be subject to the design standards of this chapter.

a. Exceptions. Ground floor additions that do not face a public street and comprise less than fifty percent of the proposed total floor area shall be exempt from this chapter.

C. Design standards based on the number of residential units:

1. Single- to four-unit design standards shall apply to residential and residential mixed-use developments (pursuant to subsection 17.28.020(A)) with one to four units on a single parcel, regardless of how multi-unit development is defined in Chapter 17.45 - Use Classifications.

2. Five or more-unit design standards shall apply to residential and residential mixed-use developments (pursuant to subsection 17.28.020(A)) with five or more units on a single parcel or five or more attached units on any number of parcels.

3. When design standards applicable to residential and residential mixed-use developments are not delineated as applying to only single- to four-unit developments or five or more units, those standards shall apply to all residential and residential mixed-use developments (in accordance with subsection 17.28.020(A)) regardless of the number of units.

D. Exceptions and Waivers. To grant limited relief from some requirements of this chapter, when so doing would be consistent with the purposes of this chapter, the following exceptions and waivers are allowed:

1. Exceptions. Exceptions to eligible design standards contained and as prescribed in this chapter may be approved by the Zoning Administrator.

2. Waivers. Projects requesting a waiver of eligible design standards contained and as prescribed in this chapter shall follow the waiver procedures prescribed in Chapter 17.37.

3. Residential and residential mixed use developments qualifying for a density bonus pursuant to California Government Code Section 65915 and Chapter 17.19 may be entitled under those provisions to additional units, incentives or concessions, development standard waivers, or parking reductions. If there is a conflict between additional units, incentives or concessions, development standard waivers,

or parking reductions granted to the development through the density bonus process, the density bonus process approvals will prevail over the standards provided herein.

E. Table 17.28.020 Applicability of Standards prescribes when the design standards contained in this chapter are used in addition to or prevail over standards defined in Base Zoning District Standards (Chapters 17.07–17.11), Planned Development Standards (Chapter 17.12), and Overlay Zoning District Standards (Chapters 17.13–17.15), General Site Regulations Standards (Chapter 17.17), Landscaping Standards (Chapter 17.21), and Parking Area Design and Development Standards (Section 17.23.090). The table also prescribes when any objective design standard included in this chapter prevails over the standards in an adopted specific plan.

TABLE 17.28.020: APPLICABILITY OF STANDARDS	
Regulation Source	Applicability
Base Zoning District Standards (Ch. 17.07–17.11)	The standards in this chapter prevail over base zoning district standards when base zoning district standards applicable to residential or residential mixed-use development are subjective, silent, or in conflict with the standards in this chapter.
Planned Development Standards (Ch. 17.12)	The standards in this chapter prevail over planned development standards applicable to residential or residential mixed-use development when planned development standards are subjective or silent.
Overlay Zoning District Standards (Ch. 17.13–17.15)	The standards in this chapter prevail over overlay zoning district standards when overlay zoning district standards applicable to residential or residential mixed-use development are subjective or silent.
General Site Regulations Standards (Ch. 17.17)	The standards in this chapter shall be required in addition to the standards in Chapter 17.17 except that a standard in Section 17.28.080 Open Space of this chapter shall prevail over a standard in Chapter 17.17 that is subjective, silent, or in conflict.
Landscaping Standards (Ch. 17.21)	The standards in this chapter shall be required in addition to the standards of Chapter 17.21. Where there is a conflict between a standard of subsection 17.28.080(C) and Chapter 17.21, the standard in subsection 17.28.080(C) shall prevail.
Parking Area Design and Development Standards (Sec. 17.23.090)	The standards in this chapter shall be required in addition to the standards of Section 17.23.090.
Specific Plan Design Standards	Specific plan design standards prevail over this chapter except when the specific plan refers to the zoning code for up-to-date standards.

17.28.030 - Building Massing and Articulation Standards

A. Single- to Four-Unit Development.

1. Massing and Articulation. For all new development and additions above the ground floor, the following standards apply:

a. Primary Articulation. Street-facing building facades shall not have any horizontal length of wall greater than thirty feet without at least one of the following treatments:

i. Change in building material for at least thirty percent of the surface area of that facade.

ii. Change in wall plane depth of at least eighteen inches for at least fifteen percent of the surface area of that façade.

iii. Incorporation of bays, decks, balconies, or similar protrusions with a minimum projection from the wall plane of one foot and comprising at least ten percent of the total wall plane of the base and upper floor(s). With respect to such protrusions, the street side setback and size limitations provided in Chapter 17.17 shall not apply.

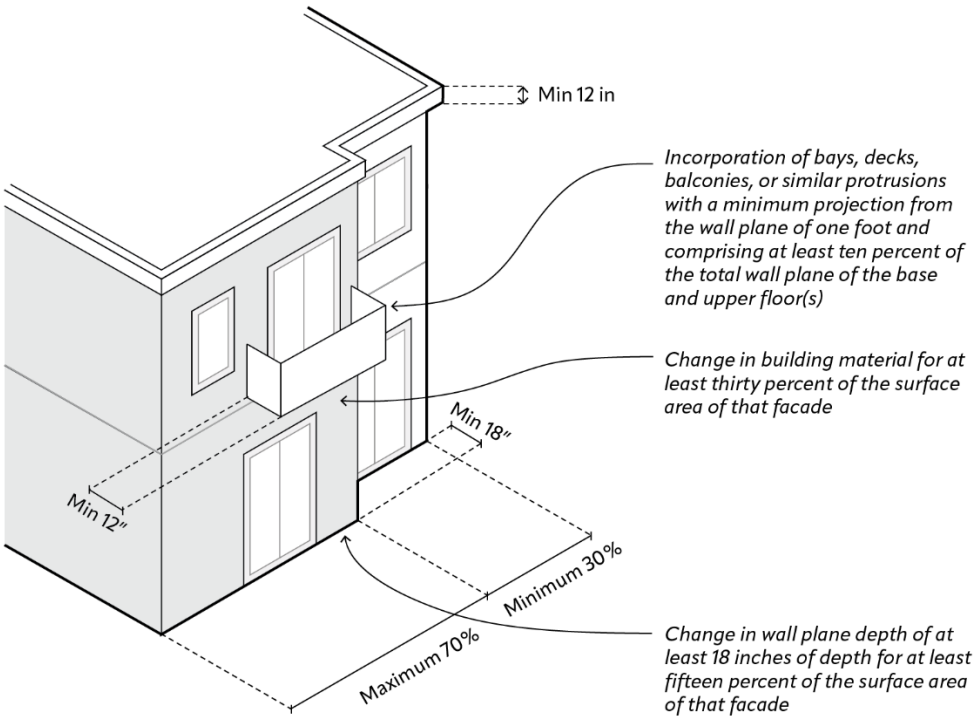


FIGURE 17.28.030(A)(1): PRIMARY ARTICULATION – SINGLE- TO FOUR-UNITS

b. Secondary Articulation. No street-facing building facade shall have a continuous length of wall plane of more than twenty feet without at least one of the following treatments per every twenty feet of wall plane:

i. Window.

ii. Entry door.

iii. Change in materials.

iv. Change in wall plane of at least twelve inches.

v. Decorative shutters.

vi. Trellis.

vii. Awning, canopy, or other shading structure permanently attached to the structure.

2. Roof design. For all new development, the following standards shall apply:

a. Roof projections into setbacks as prescribed in Section 17.17.090 are permitted.

b. Articulate the roof along any street facing façade using at least one of the following techniques for every forty-five linear feet of street-facing roof:

i. Include at least one architectural feature, such as but not limited to, a cornice, parapet, fascia, or projection with a minimum height of six inches.

ii. Change in the topmost roof elevation of at least twelve inches.

iii. Change in the angle of the roof slope of at least fifteen degrees.

iv. Change in the eave depth of at least twelve inches.

v. Provide a roof dormer or gable with a minimum width equal to at least fifteen percent of the linear length of the roof line.

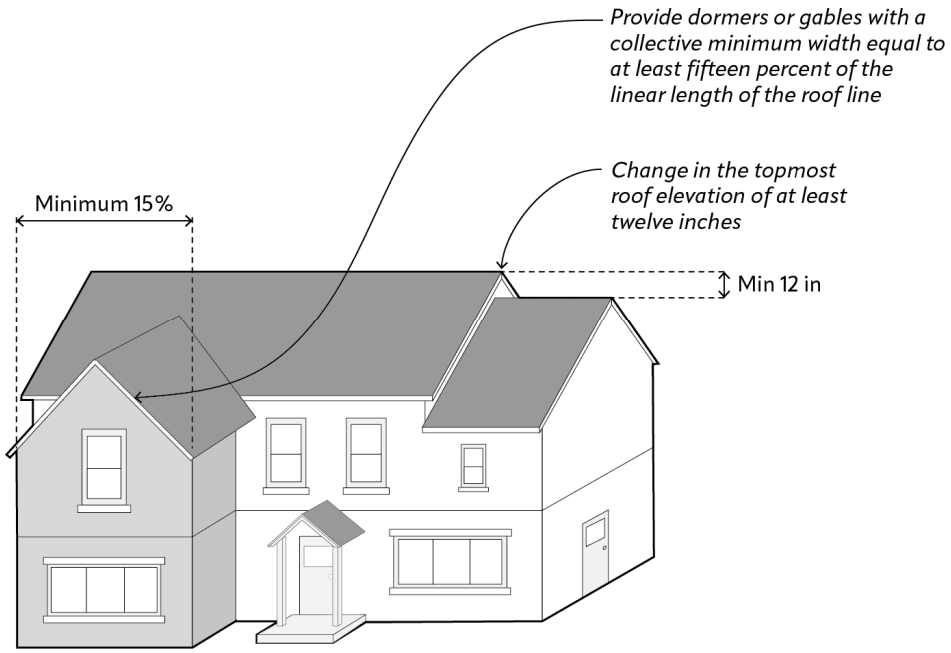


FIGURE 17.28.030(A)(2)-A: ROOF DESIGN – SINGLE- TO FOUR-UNITS

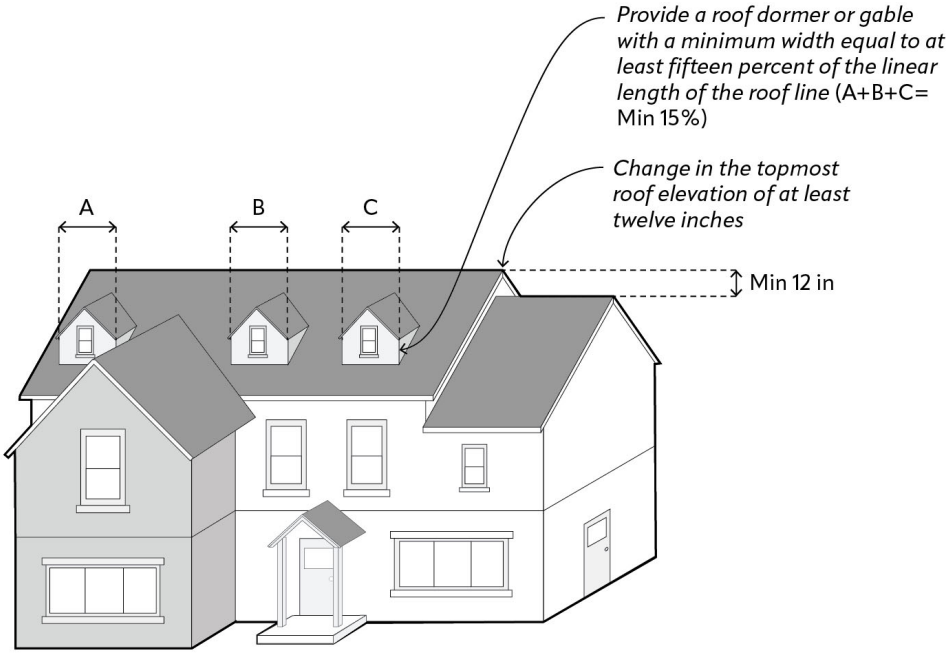


FIGURE 17.28.030(A)(2)-B: ROOF DESIGN (SHOWING MULTIPLE DORMERS) – SINGLE- TO FOUR-UNITS

B. Five or More Unit Development.

1. Projections. Projections into required setbacks for balconies and other features as prescribed in 17.17.090 are permitted.

2. Massing and Articulation. Building articulation is required for facades facing any public street or public park. Conformance with this standard shall be satisfied through the use of either vertical building variation (a) or horizontal building variation (b) as described below:

a. Vertical building variation. The façade shall be designed with a base, upper floors, and top and shall include the following (i-iii):

i. The base and the upper floor(s) shall each have a minimum height of one story.

ii. The base and the upper floor(s) shall be differentiated through the use of at least two of the following approaches (1-3):

1. Change in building material for at least thirty percent of the surface area of the base or upper floors.

2. Change in wall plane depth of at least eighteen inches for at least fifteen percent of the surface area of that façade.

3. Projections and recesses. Incorporation of bays, decks, balconies, landings, permanent shading structures, or planter boxes, with a minimum projection or recess from the wall plane of eighteen inches. Incorporated projecting elements shall combine to comprise at least ten percent of the of the surface area of that façade.

a. Juliet balconies and other ornamentation (columns, banding, fins, molding, artistic inlays or reliefs, sculptures, etc.) with a minimum projection from the wall plane of eight inches shall satisfy up to fifty percent of the projection or recess requirement.

iii. The top shall include an architectural feature, such as but not limited to a cornice, parapet, fascia, or projection with a minimum height of eighteen inches along the entire length of the street-facing façade. Alternatively, where two architectural features are proposed to distinguish the roof from the upper floors (e.g., an upper-level and mid-level cornice), the combined height of the two features shall be a minimum of eighteen inches.

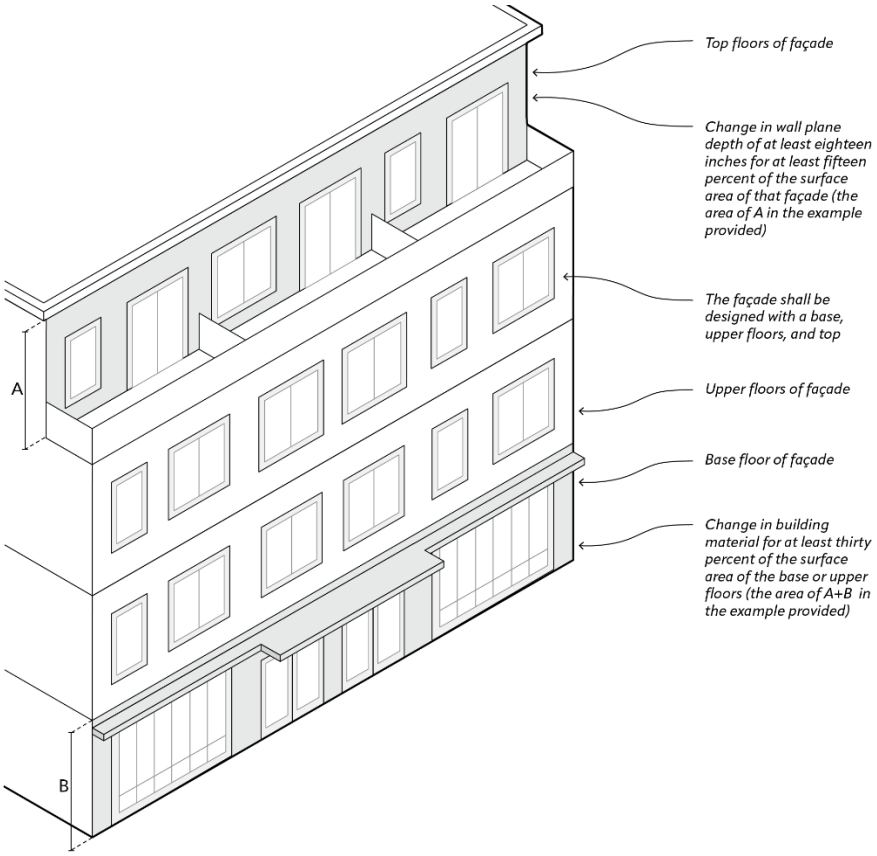


FIGURE 17.28.030(B)(2)(a): VERTICAL BUILDING VARIATION – FIVE OR MORE UNIT DEVELOPMENT

b. Horizontal building variation. Provide one of the following (i-iii). These features may be grouped rather than evenly spaced modules, however, there can be no length of the building to exceed seventy-five feet without at least one of the required treatments.

i. Change in building material for at least thirty percent of the surface area of the façade.

ii. Change in wall plane depth of at least eighteen inches for at least fifteen percent of the surface area of the façade.

iii. Projections and Recesses. Incorporation of bays, decks, balconies, landings, permanent shading structures, or planter boxes with a minimum projection or recess from the wall plane of eighteen inches. Incorporated projecting elements shall combine to comprise at least ten percent of the surface area of that façade.

1. Juliet balconies and other ornamentation (columns, banding, fins, molding, artistic inlays or reliefs, sculptures, etc.) with a minimum projection from the adjacent wall plane of eight inches shall satisfy up to fifty percent of the projection or recess requirement.

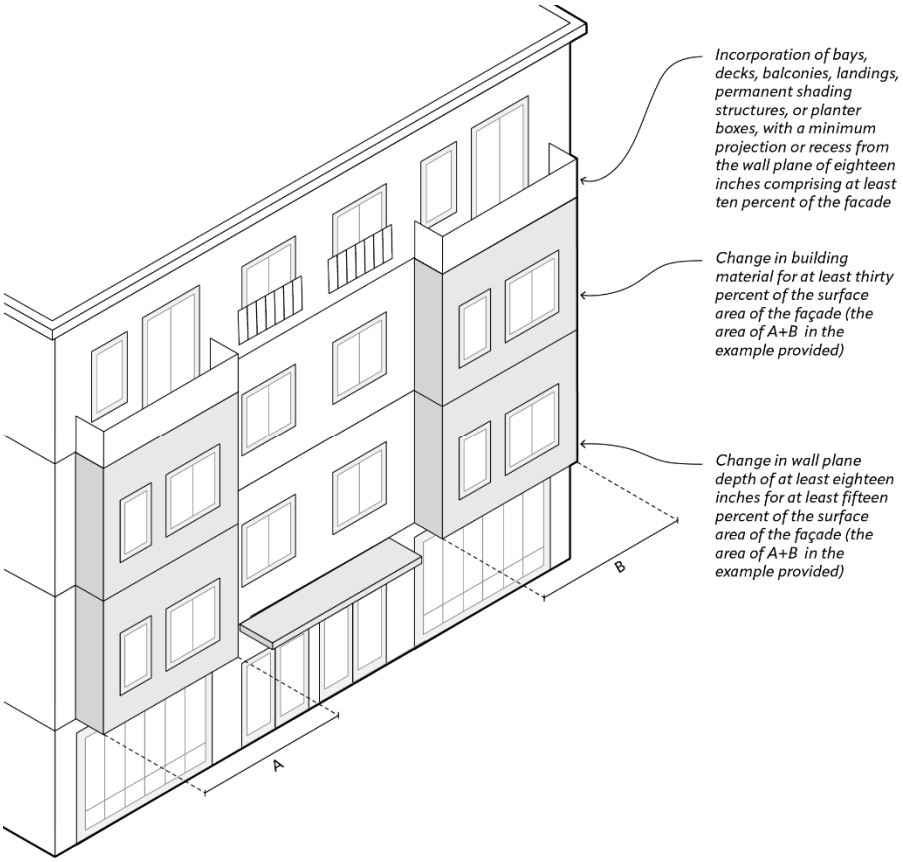


FIGURE 17.28.030(B)(2)(b): HORIZONTAL BUILDING VARIATION – FIVE OR MORE UNIT DEVELOPMENT

3. Roof design. The roof design must include all of the following:

   a. Roof projections into setbacks as prescribed in Section 17.17.090 are permitted.

   b. Roof articulation utilizing at least one of the following techniques for every seventy-five linear feet of street-facing roof line. For buildings with a roof line exceeding 150 feet, required roof articulation only needs to be provided twice:

      i. Change in the topmost roof elevation or parapet elevation of at least eighteen inches within a length of seventy-five linear feet of roof line.

      ii. Change in the angle of the roof slope of at least fifteen degrees.

      iii. Change in the eave depth of at least eighteen inches.

      iv. Provide roof dormers or gables with a collective minimum width equal to at least fifteen percent of the linear length of the roof line.

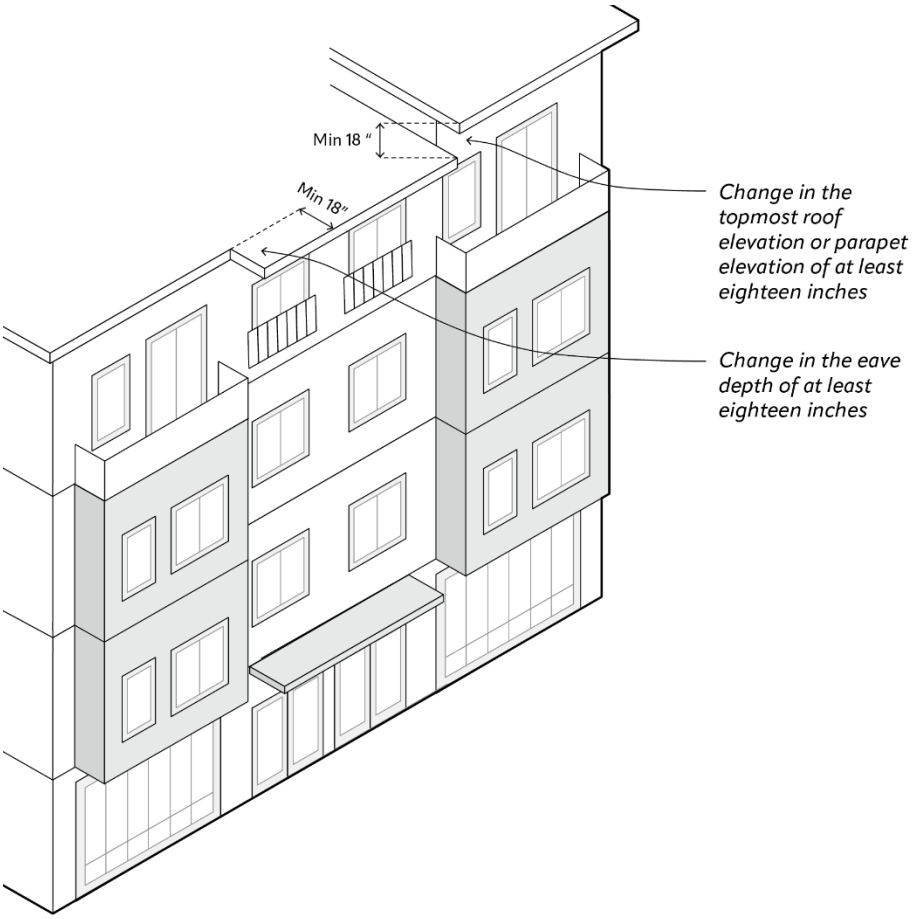


FIGURE 17.28.030(B)(3)(b): ROOF DESIGN – FIVE OR MORE UNIT DEVELOPMENT

17.28.040 - Building Element Standards

A. All Residential Development.

1. Building Entrances.

a. Projection or Recess.

i. Building entrances must have a roofed projection (such as a porch), or recess, or combination thereof, with a minimum depth of at least three feet and a minimum horizontal area of fifteen square feet. This requirement shall apply to a single entrance for those buildings with more than one building entrance.

ii. Roofed projections into setbacks as prescribed in Section 17.17.090 are permitted.

b. Building Entrance Height Limits. For the purpose of measuring the height of the building entrance, the entrance shall be defined as any architectural element that identifies the primary entry of the structure, including but not limited to porches, canopies, covered vestibules, porticos, and archways. Measurement of the building entrance height shall not include the primary building wall or roof.

i. One- and Two-Story Structures: Entrance features must comply with all height limits and shall not exceed the height of the primary structure.

ii. Three-Story or Greater Structures: Entrance features must comply with all height limits and shall not exceed the height of five feet above the floorplate of the third floor.

c. Entrance Orientation. Building entrances shall utilize one of the following approaches:

i. The entrance of at least one unit or one shared entrance for multiple units shall be oriented to face the public right-of-way, or

ii. A walkway feature within five feet of the front setback line indicating where the building entrance may be accessed from the street via a walkway shall be provided. Walkway features may be attached to or detached from the building and shall include a trellis, covered walkway, archway, or decorative posts of at least eight inches wide by eight inches deep by three feet tall. Detached walkway features located within the front yard shall have a maximum height and width of eight feet and a maximum depth of five feet per the requirements of Section 17.17.040.

d. Dwelling Unit Access. Exterior entrances to units may be in the form of individual or shared entrances.

2. Window and Balcony Placement and Design.

a. Windows. Windows facing an adjoining RS or RL district: where the face of the window is within five feet of the property line and the sill is eight or more feet above grade, no portion of windows or transparent doors may overlap any existing windows or transparent doors serving floor area within five feet of the property line on an adjacent property.

i. Alternatively, windows and doors shall be etched, frosted, or in a clerestory configuration so that views into and from the window are obscured. Windows with clear glass are permitted if they are located five or more feet above any adjacent occupied floor space or face greater than forty-five degrees from parallel to the property line.

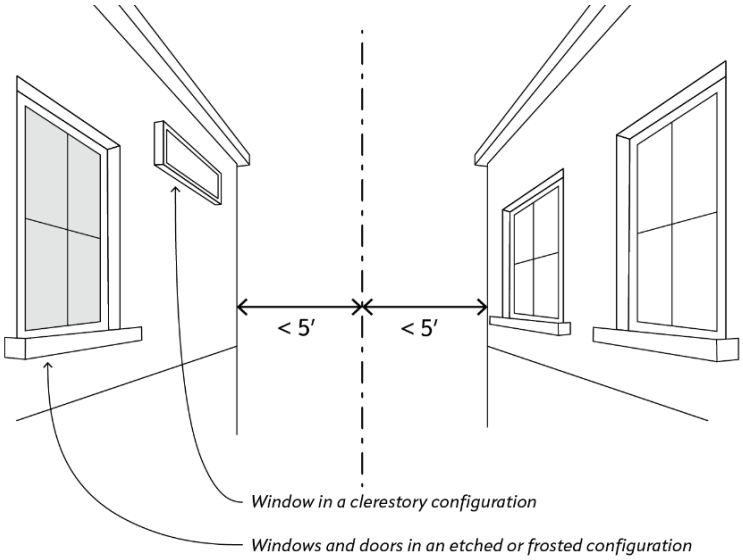


FIGURE 17.28.040(A)(2)(a)-A: WINDOW AND BALCONY PLACEMENT AND DESIGN

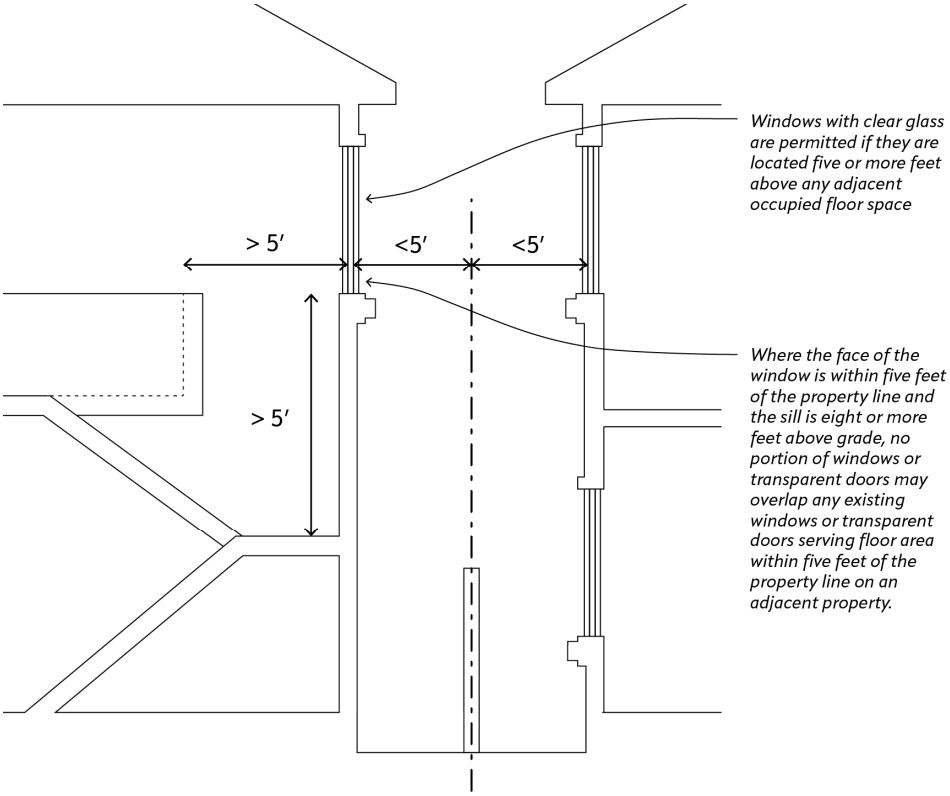


FIGURE 17.28.040(A)(2)(a)-B: WINDOW AND BALCONY PLACEMENT AND DESIGN

b. Balconies. For property lines adjacent to RS and RL districts, balconies or decks shall not be located within ten feet of the property line and shall be required to have a railing of not less than forty-two inches high that is at least fifty percent opaque.

c. Window Trim. All edges of all windows facing a public street must have trim or sills of at least one-half inch in depth or be recessed at least two inches from the plane of the surrounding exterior wall.

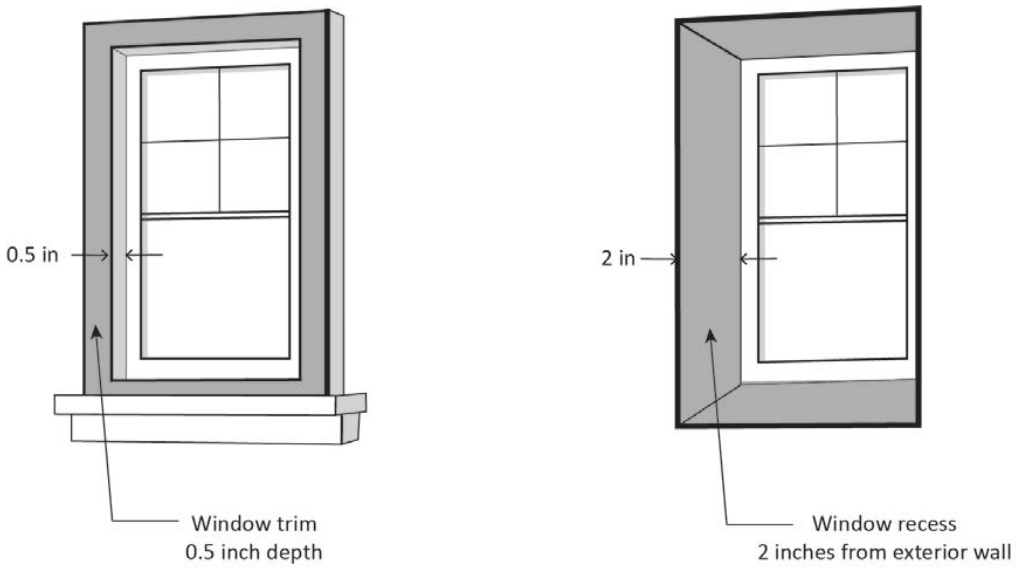


FIGURE 17.28.040(A)(2)(c): WINDOW TRIM OR RECESS

3. Garages and Parking Structures.

a. All Residential Development:

i. Garage façade materials, exclusive of the garage doors, shall be the same materials as the adjacent building façade.

ii. Garage lighting shall not be directed or glare onto adjacent properties. Bare light bulbs and LEDs shall be shielded from view from any adjacent public right of way, public park, or adjacent residential district.

iii. Combined garage width for any street-facing building elevation shall not exceed the lesser of fifty percent of the linear street-facing elevation or fifty feet. For lots less than fifty feet in width, the combined garage width shall not exceed sixty percent of the linear street facing elevation.

iv. Where permitted, roof-top parking shall be screened. Screening shall be a minimum of three feet in height and shall be constructed from the same building materials and color palette as the residential building.

v. A maximum of two curb cuts for vehicle access shall be provided per street facing elevation, except where additional access points are required for fire department access.

vi. An external pedestrian door or gate shall be provided for each parking structure serving five or more vehicles.

vii. Any portion of a building used for parking five or more vehicles along a street-facing façade shall be screened from view or enclosed within the building in accordance with Section 17.23.090 (M).

b. Single- to Four-Unit Development:

i. For projects that provide dedicated garages for each unit, any street-facing garage door shall be recessed a minimum of eighteen inches behind the building façade closest to the street-facing property line.

c. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve any plan for garages or parking structures that deviates from the above garage and parking structures standards.

Attached garages should be recessed behind the front wall plane

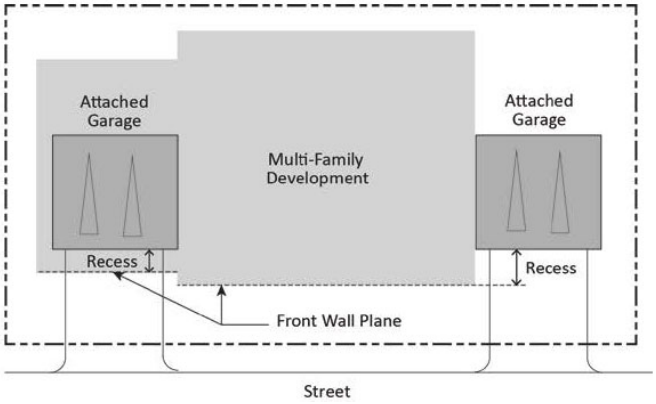


FIGURE 17.28.ABC: ATTACHED GARAGES

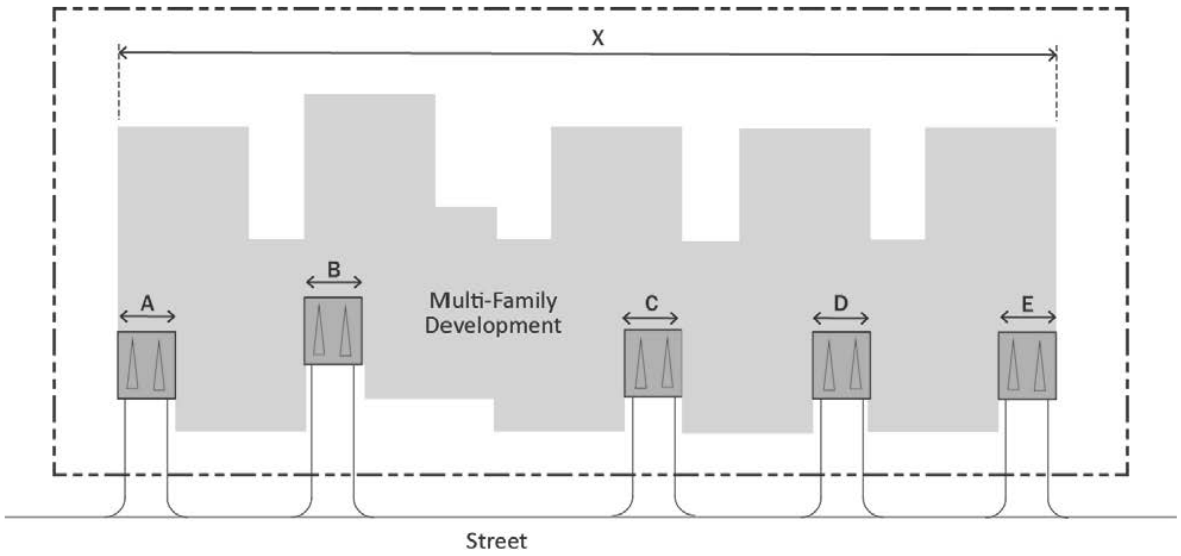


FIGURE 17.28.ABC: GARAGE FRONTAGE

17.28.050 - Materials and colors.

A. All Residential Development.

1. Exterior Materials and Colors.

a. Materials.

i. Roofs. Cool roof membranes are only permitted on flat roofs (not exceeding a slope of ten degrees).

1. Where cool roof membranes are used at or above twenty-five feet, such areas are to be located behind a raised roof parapet with a minimum height of eighteen inches.

ii. Prohibited Materials. The following materials shall be prohibited for all building exteriors:

1. T1-11 siding, except T1-11 siding is allowed on the façade of additions to one- to four-unit developments when such siding is already used on the same façade.

2. Foam trim and siding, except for use of durable foam coating for building and window trims with smooth stucco finish above the ground level

3. Mirrored glass or glazing above the ground floor.

b. Colors.

i. Building colors, excluding trim and accent colors, shall have a minimum light reflective value (LRV) of ten percent.

ii. Fluorescent, iridescent, or metallic paints are prohibited as primary building colors but may be used on trim, windows, doors, building lettering and numbering, and light fixtures.

iii. For all exteriors, metal seam or other metal materials when used as roofing or siding materials shall be anodized, fluoropolymer-coated, factory painted, or pre-weathered. Copper or zinc on building exteriors shall be natural or pre-oxidized.

B. Five or More Unit Development.

1. Exterior Materials and Colors.

a. The use of stucco shall be limited to a maximum of ninety percent of the non-glazed wall plane (the total wall plane less the total surface area of any windows and doors) of any street or public park facing façade.

b. Every building shall have a palette of at least two colors, inclusive of exterior walls and finishes. Roof and glazing material or color are excluded and do not count towards this requirement. For public street and public park facing facades, the primary exterior wall color shall not be used for more than eighty percent of the non-glazed wall plane (the total wall plane less the total surface area of any windows and doors).

C. Exceptions.

1. Existing Materials. For additions and modifications that do not replace the existing materials along a street frontage, the addition or modification may utilize the same materials and colors of the existing structure regardless of whether those materials conform to the requirements of this section.

2. Artwork. Where murals or other public art consistent with Chapter 12.36 Public Art in Public Places and Private Development are included on the building facade, the included public art is exempted from any conflicting requirements of this section.

3. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve any plan that deviates from the above exterior materials and colors standards.

17.28.060 - Site design standards.

A. All Residential Development.

1. Paving.

a. The maximum amount of impervious paving in street-facing yards is fifty percent of the required yard.

2. Pedestrian Access.

    a. An on-site walkway shall connect the primary entrance to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the main entry and sidewalk, no more than one hundred twenty-five percent of the straight line distance.

    b. A separate walkway shall be provided for pedestrian access. Driveways shall not satisfy this requirement.

    c. Differentiated paving materials shall be used for driveway aprons, entries, and pedestrian walkways. This may include, but is not limited to, textures or colors, concrete pavers, brick, or stamped concrete.

    d. Walkways shall be a minimum of three feet wide, unless required to be wider by the Building Code or some other objective standard required for safety and accessibility.

3. Parking and Driveways. In addition to the requirements of Chapter 17.23, the following shall apply.

    a. A minimum two-foot-wide buffer of pervious or landscaped surface shall be provided between any driveway and a side property line, except in cases where a shared driveway agreement has been established.

    b. When more than one entrance/exit driveway is allowed, the number of such entrances is limited to a maximum of two per two hundred feet of street frontage.

    c. Single-purpose driveways shall not be created for rolling out solid waste bins or to access utility rooms. These facilities shall be accessed through internal driveway aisles or shared with the main driveway.

4. Mechanical and Electrical Equipment and Trash and Recycling Collection Areas

    a. Location. No Mechanical and Electrical Equipment and Trash and Recycling Collection Areas shall be located within a front yard or street facing side yard. Where utility connections or equipment must be located in street facing yards, equipment shall be screened from public rights-of-way or public parks per the screening requirements of this subsection.

    b. Screening. All Mechanical and Electrical Equipment and Trash and Recycling Collection Areas shall be screened or incorporated into the design of buildings so as not to be visible from public rights-of-way or adjacent residential districts.

        i. Screening color shall match other paint, finishes or trim colors of the building and colors and material of screening shall be consistent with all requirements of Section 17.28.050.

        ii. Mechanical and electrical equipment and areas to be screened include, but are not limited to, waste and recycling container storage, all roof-mounted equipment, air conditioners, heaters, utility meters, cable equipment, telephone entry boxes, backflow preventions, irrigation control valves, electrical transformers, pull boxes, and all ducting for air conditioning, heating, and blower systems.

iii. Exceptions shall be granted for utilities where such screening is prohibited by the utility provider.

b. Enclosure of Trash and Recycling Collection Areas. A covered and enclosed area shall be provided for waste and recycling container storage areas.

5. Landscaping. In addition to the requirements of Chapter 17.21, the following shall apply.

a. Visibility. Landscaping shall meet visibility requirements at street intersections and driveways pursuant to Chapter 10.36, Visibility Requirements, of the Newark Municipal Code.

b. Interior Property Lines Abutting RS and RL Districts. For developments greater than thirty-five feet in height, the following shall apply.

i. The area within four feet of interior property lines and across the length of the building shall be landscaped with trees, shrubs and other plantings.

1. Pedestrian walkways within this area shall be comprised of permeable surface and located in a maximum of fifty percent of such areas.

2. At least one tree of at least fifteen-gallon size shall be planted per twenty-five linear feet of wall length.

3. Maximum linear feet of wall length between any shrub, tree or other planting shall be four feet.

a. Shrubs. Shrubs shall be a minimum size of one gallon.

b. Trees.

1. Selected trees shall be a minimum 15-gallon or 24-inch box size at time of planting.

c. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve a landscaping plan that deviates from the standards for interior property lines abutting RS and RL Districts in this subsection to allow for alternative landscape design approaches that provide a sufficient landscape buffer in cases where meeting the standards of this section may not be practicable.

c. A minimum of fifty percent of the required front yard area and fifty percent of the required street side yard area shall be landscaped.

i. A maximum of fifty percent of the required landscape area may be turf or lawn.

ii. Bare dirt areas shall not be used toward the required landscaped areas. Unpaved and unplanted surfaces, such as mulch or gravel, shall not exceed more than fifty percent of the required landscape area.

6. Fences and Walls. In addition to the requirements of Section 17.17.040, the following shall apply:

a. The side of a fence facing any public right-of-way or public park must be finished.

b. Fences and individual retaining walls in the front yard or street-side yard shall not exceed three feet in height, except for fences provided for required utility screening.

c. Retaining walls exceeding fifteen feet in length shall be screened with a planting strip measuring a minimum of one foot in width. At time of planting, screening plants shall be a minimum of fifty percent of the height of the retaining wall.

d. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve any plan for a fence or wall that deviates from the above fences and walls standards to allow for alternative fence or wall designs and dimensions that may be necessary for the security and safety of schools, day care centers, and other vulnerable populations, at the discretion of the Zoning Administrator.

7. Exterior Lighting. All exterior lighting shall be designed and installed so that light and glare are not directed onto adjoining properties or adjacent public rights-of-way, consistent with Chapter 17.24, Performance Standards.

a. All lighting fixtures shall be shielded so as not to produce obtrusive glare onto the public right-of-way or adjoining properties. “Shielded fixture” means outdoor light fixtures shielded or constructed so that all light is emitted below the lowest point on the fixture. No exposed light bulbs shall be permitted.

b. Use of uplighting is prohibited.

c. Fixtures shall not have the ability to swivel or adjust direction, except path lighting, which shall not swivel above a forty-five-degree angle from a vertical line down.

d. Lighting Placement. With the exception of additional required lighting fixtures as described in the building code, the following shall apply:

i. Up to two fixtures shall be allowed at each exterior door.

ii. Garage doors shall have a maximum of two fixtures.

iii. Landscape lighting shall only be permitted for navigation purposes along pedestrian paths and within driveways and parking areas.

iv. Lighting for exterior patios and dining areas shall be recessed and shielded from off-site visibility.

e. Lighting Control. Lighting controls shall be included to limit use of outdoor lighting outside of daylight hours. Controls may include manual switches, photo-cells, timers, and motion sensors, or other methods, with the following limitations:

i. Motion-sensor lights shall be triggered only by motion within a property and shall not be activated by motion in adjacent property or public rights-of-way.

f. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve any lighting plan that deviates from the above exterior lighting standards.

B. Five or More Unit Development.

1. Interior Pedestrian Walkways.

a. A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, to all on-site open space areas and pedestrian amenities, and to the adjacent public rights-of-way.

b. Where a required walkway crosses driveways, parking areas, or loading areas, it must be clearly identifiable through the use of a raised crosswalk, a different paving material, or similar method.

c. Where a required walkway is parallel and adjacent to an auto travel lane, it must be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or other physical barrier.

2. Additional Parking and Driveway Standards.

a. For corner lots, provide the vehicular and driveway access on the street with lesser pedestrian, bicycle, and vehicular circulation. Curb cuts shall be located at least twenty feet from an intersection curb return or pedestrian cross walk.

b. Uncovered parking areas shall not exceed twenty percent of the lot area.

c. At grade and above ground parking that is not time-restricted shall not be located within the required setback of a street facing property line. Short-term parking such as for drop off or loading areas or timed parking for visitors are exempt from this requirement. Exceptions to locate above ground parking within the required setback may be provided when all of the following conditions are met.

i. The site does not conform to the minimum lot dimensions.

ii. Surface parking areas shall be screened pursuant to the requirements of 17.23.090 (M).

3. Additional Landscaping Standards.

a. Areas along the front or street side property lines where landscaping is required per 17.21.030 may count Onsite Amenities as described in 17.28.080.C.2 (seating, outdoor dining areas, patios, or similar uses) toward the landscaping requirement.

17.28.070 - Supplemental standards for residential mixed use.

A. Ground Floor Requirements.

1. Locate the primary building entrance for commercial uses at the building edge that faces a primary street. Commercial uses shall be located within those portions of the building closest to the street.

2. A minimum of fifty percent of the ground floor street frontage shall be dedicated to active uses as permitted for the Zoning District. Active uses include eating and drinking establishments, general personal services, retail sales, cultural institutions, day care centers, park and recreation facilities, hospital and clinics, instructional services, tutoring facilities, animal care, sales and services, artist's studio, banks and financial institutions, banquet halls, and commercial entertainment and recreation uses.

    b. This requirement shall not apply to the street frontage along a freeway in NMC Chapter 17.46.

3. Entrances to residential units shall be provided separately from the entrance to non-residential uses.

4. Ground floor commercial entrances must have a roofed projection, recess, or combination thereof, with a minimum depth of at least three feet.

5. Ground floor commercial entrances shall be parallel or no more than fifteen degrees from parallel to the street except that entrances at building corners may be located at a forty-five-degree angle (plus or minus 5 degrees) from the front face of the building.

6. Building entrances for non-residential uses shall be connected to a public sidewalk by a walkway with a minimum width of three feet.

7. Building Transparency/Required Openings. Exterior walls for the ground-floor leasable area facing and within twenty feet of a front or street-side lot line shall include windows, doors, or other openings for at least fifty percent of the building wall area located between two and one-half and seven feet above the level of the sidewalk. Such walls may have a continuous length of wall plane for up to thirty feet without an opening.

    a. Design of Required Openings. Openings shall have transparent glazing and provide views into the building or into window displays that are at least three feet deep.

    b. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve a waiver to utilize opaque exterior materials outside of primary entrances, lobbies and other non-sensitive areas.

C. Drive through lanes: Drive-through lanes for commercial purposes (such as bank or restaurant drive through lanes) shall not be located between the building and primary street.

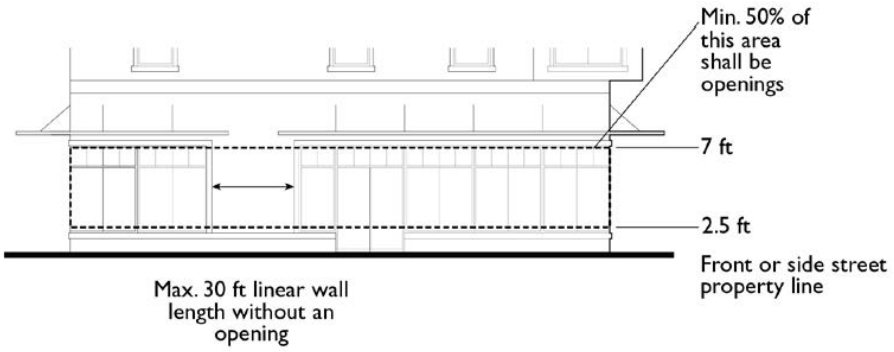


FIGURE 17.28.070(A)(7): BUILDING TRANSPARENCY/REQUIRED OPENINGS

D. Site Design

1. Landscaping Requirements.

a. Areas along the front or street side property lines where landscaping is required per 17.21.030 may count Onsite Amenities as described in 17.28.080(C)(2) (seating, outdoor dining areas, patios, or similar uses) toward the landscaping requirement.

17.28.080 - Open space.

A. All Residential Development.

1. Open Space. Open space shall be provided in accordance with the following standards:

a. Required open space may consist of a single area or several adjacent or separate areas. All occupants shall have access to and use of one or more such areas.

b. Open space shall be enclosed on a maximum of three sides (e.g., a recessed balcony), or consist of uncovered or trellised areas that are at least 50% open to the sky above (e.g. an internal, trellised courtyard).

c. No portion of the required open space shall be used for parking or for driveways for off-street parking and loading facilities.

d. Walkways required for internal circulation shall not be counted toward the open space requirement, however, landscaped areas of at least five feet in depth and at least five feet in width bordering a walkway shall be included.

e. Open space may be located on the roof of buildings, podiums, or off-street parking facilities if accessible to all residents during daylight hours.

f. A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such a surface may be any combination of lawn, landscaping, flagstone, wood planking, concrete, decking, or other dust-free surfacing. The slope shall not exceed ten percent. The horizontal surface area of a pool, fountain or similar feature shall be counted toward the required open space area.

2. Minimum Dimensions.

a. Private Open Space. Private open space (e.g., yards, decks, patios, balconies) used to satisfy required open space shall have at least one dimension of no less than five feet. The minimum area of any single area of private open space shall be fifteen square feet.

b. Common Open Space. Common open space used to satisfy required open space shall have one minimum dimension (width or length) of no less than fifteen feet. The other dimensions shall be a minimum of five feet. The minimum area of any single area of required common open space shall be one hundred square feet.

B. Single- to Four-Unit Development.

1. Required Ratio. Required open space shall consist of any combination of Private and Common Open Space.

C. Five Unit and Above Development.

1. Required Ratio. A minimum of fifty percent of the required open space shall be provided as common open space.

2. Required Onsite Amenities.

a. A minimum of thirty percent of the required common open space is to be dedicated to onsite amenities, which may include but are not limited to the following permanently installed facilities: community gardens, outdoor kitchens or BBQ areas, playgrounds, dog parks, swimming pools, exercise areas, and sports courts. Landscaping, turf or lawn areas, or open courtyard and patio seating areas that do not include onsite amenity features to encourage resident use shall not be counted toward this requirement.

b. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve any plan for required amenities that deviates from the required onsite amenities standards above to allow for alternative approaches that provide required amenities in cases where meeting the specific standards of this section is not practicable.

3. Open Space Screening.

a. Private open space shall be screened by a fence not less than six feet in height when located at ground level within ten feet of a rear or interior side lot line. If more than ten feet from a rear or interior side lot line, private open space shall be separated from adjoining spaces by a fence, wall or landscape screening measuring a minimum of three feet in height that is at least fifty percent opaque.

Chapter 17.07 RESIDENTIAL DISTRICTS

17.07.010 Purpose and applicability.

The specific purposes of residential districts are to:

A. Provide for a full range of housing types consistent with the general plan;

B. Preserve, protect and enhance the character of the city's different residential neighborhoods and the quality of life of city residents;

C. Ensure adequate light, air, privacy, and open space for each dwelling;

D. Ensure that the scale and design of new development and alterations to existing structures are compatible with surrounding residential development and appropriate to the physical characteristics of the site and the area where the project is proposed; and

E. Provide sites for public and semi-public land uses such as parks, schools, day care, and other community uses that will serve city residents and will complement surrounding residential development.

Additional purposes of each residential district are as follows:

RS residential single family. This district is intended for residential densities up to 8.7 units per net acre. It provides for single-unit residential developments on lots typically larger than five thousand square feet. In addition to single-unit-residential development , this district provides for other compatible uses, such as schools, childcare centers, parks, and community facilities that may be appropriate in a single-unit residential neighborhood. This district implements the low density residential general plan land use designation.

RL residential low density. This district is intended for residential densities up to fifteen units per net acre. Densities at the higher end of this range are only allowed on properties which have their primary access on an arterial or collector street. This district provides for small lot single-unit residential development, mobile home parks, and other areas characterized by a mix of older single-unit and small multi-unit buildings. These areas have the basic characteristics of single-unit neighborhoods. In addition, this district provides for other compatible uses, such as schools, childcare centers, parks, and community facilities that may be appropriate in a low-density residential neighborhood. This district implements the low-medium density residential general plan land use designation.

RM residential medium density. This district is intended for residential densities from fourteen to thirty units per net acre. Densities at the higher end of this range are only allowed on properties which have their primary access on an arterial or collector street. This district provides for garden apartments and condominiums, townhomes, row houses, four- to eight-unit residential development, and older areas that contain a mix of multi-unit and single-unit residential development within this range. These areas tend to be multi-unit in character but retain some of the characteristics of suburban neighborhoods. In addition, this district provides for other compatible uses, such as schools, childcare centers, parks, and community facilities that may be appropriate in a medium density residential neighborhood. This district implements the medium density residential general plan land use designation.

RH residential high density. This district is intended for residential densities from twenty-five to sixty units per net acre. It provides for apartment and condominium complexes that are generally three stories or more. On larger parcels with this designation, common open space and other shared amenities are typically provided. In addition, this district provides for other compatible uses, such as schools, childcare centers, parks, and community facilities that may be appropriate in a high-density residential neighborhood. This district implements the high density residential general plan land use designation.

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

17.07.020 Land use regulations.

Table 17.07.020, Land Use Regulations-Residential Districts, prescribes the land use regulations for residential districts. Use classifications are defined in Chapter 17.45, Use Classifications. In cases where a specific land use or activity is not defined, the director shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are prohibited. Additional regulations are denoted in the right-hand column. Section numbers in the right-hand column refer to other sections of this title.

TABLE 17.07.020: LAND USE REGULATIONS-RESIDENTIAL DISTRICTS					
"P" Permitted Use; "M" Minor Use Permit Required; "C" Conditional Use Permit Required; "-" Use Not Allowed					
Use Classification	RS	RL	RM	RH	Additional Regulations
Residential Uses					
Residential Housing Types					
Single-Unit Dwelling, Detached	P	P	P	P	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Single-Unit Dwelling, Attached	P	P	P	P	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Two-Unit Dwelling	-	P	P	P	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards

Multi-Unit Development	-	P	P	P	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Accessory Dwelling Unit	P	P	P	P	See Section 17.26.040, Accessory Dwelling Units
Guesthouse	P	P	P	P	See Section 17.26.280, Guesthouse
Lodging House	P	P	P	P	See Section 17.46.120, Lodging House
Family Day Care					
Small	P	P	P	P	
Large	M	M	M	M	See Section 17.26.090, Day Care
Group Residential	-	-	M	M	
Residential Care Facilities					
Small	P	P	P	P	
Large	-	M	M	M	See Section 17.26.220, Residential Care Facilities
Residential Facility, Assisted Living	-	M	M	M	
Single Room Occupancy	-	-		C	See Section 17.26.230, Single Room Occupancy Units
Supportive Housing	Transitional and supportive housing constitute a residential use and are subject only to those restrictions that apply to other residential uses of the same type in the same district.				
Transitional Housing					
Public/Semi-Public Uses					

Community Assembly	C	C	C	C	
Community Garden	P	P	P	P	See Section 17.26.080, Community Gardens
Cultural Institutions	-	C	C	C	
Day Care Centers	-	C	C	C	See Section 17.26.090, Day Care
Emergency Shelter	-	-	M	P	See Section 17.26.110, Emergency Shelters
Government Offices	C	C	P	P	
Hospital and Clinics					
Skilled Nursing Facility	-	-	C	C	
Park and Recreation Facilities	P	P	P	P	
Public Safety Facilities	C	C	P	P	
Schools	C	C	C	C	
Social Service Facilities	-	-	M	M	
Transportation, Communication, and Utility Uses					
Communication Facilities					
Telecommunication	See Section 17.26.250, Telecommunication Facilities				
Public Works and Utilities	C	C	C	C	
Other Applicable Types					
Accessory Uses and Structures	See Section 17.17.020, Accessory Buildings and Structures, and Section 17.26.030, Accessory Uses				
Home Occupations	See Section 17.26.140, Home Occupations				
Nonconforming Use	See Chapter 17.22, Nonconforming Provisions				
Solar Energy Systems	See Section 17.26.240, Solar Energy Systems				
Temporary Use	See Section 17.26.260, Temporary Uses				

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018; Ord. No. 516, § 4(Exh. A), 9-26-2019)

17.07.030 Development standards.

Table 17.07.030, Development Standards-Residential Districts, prescribes the development standards for residential districts. Additional regulations are denoted in the right-hand column. Section numbers in this column refer to other sections of this title. See Section 17.07.040 and Chapter 17.28 for design standards for residential and residential mixed-use development.

TABLE 17.07.030: DEVELOPMENT STANDARDS-RESIDENTIAL DISTRICTS					
Standard	RS	RL	RM	RH	Additional Regulations
Lot and Density Standards					
Density (units/net acre)					
Maximum	8.7	11; up to 15 subject to (A) below	22; up to 30 subject to (A) below, 50 within the Old Town Specific Plan area	60	
Minimum	n/a	n/a	14, 20 within the Old Town Specific Plan area (B)	25	
Minimum Lot Size (sq ft)	RS-10,000: 10,000 RS-8,000: 8,000 RS-7,000: 7,000 RS-6,000: 6,000	6,000, 3,000 for Single-Unit Dwelling, Detached	6,000	6,000	
Minimum Lot Width (ft)	RS-10,000: 80 RS-8,000: 70 RS-7,000: 65 RS-6,000: 60	60	60	60	
Minimum Lot Depth (ft)	100	80	100	100	
Minimum Frontage on	60	40	40	40	

a Public Street (ft)					
Building Form and Location					
Maximum Height (ft)	30 (C)	35 (C)	75 (D); 48 within the Old Town Specific Plan area (E)	100 (D)	See Section 17.17.050, Height and Height Exceptions.
Minimum Setbacks (ft)					
Front	20 (F)	20 (F)	5	5	See Section 17.17.090, Projections into Yards and Required Building Separations
Interior Side	5 (G), (H)	5(G)	5(G)	5(G)	See Section 17.17.090, Projections into Yards and Required Building Separations
Street Side	10 (I)	10 (I)	5	5	See Section 17.17.090, Projections into Yards and Required Building Separations
Rear	20	15	10	10	See Section 17.17.090, Projections into Yards and Required Building Separations
Lot Coverage, Landscape, and Open Space Standards					
Maximum Lot Coverage (% of lot)	50 (J)	50 (J)	60 (K), 65 within the Old Town Specific Plan area	60 (K)	

Minimum Landscaping (% of lot)	25 (L)	25 (L)	25 (M)	25 (M)	At least half of the landscape area in RS District shall be provided along public rights-of-way or near sidewalks. See Chapter 17.21, Landscaping. See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Minimum Open Space (sq ft per residential unit)	200 (N)	200 (N)	100	50	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards

Specific Requirements:

A. Additional Density, RL and RM Districts. Up to fifteen units/net acre in the RL district and up to thirty units/net acre in the RM district are allowed on properties which have their primary access on an arterial or collector street as defined in the General Plan.

B. Minimum density of twenty units/net acre in the Old Town Specific Plan area applies to lot sizes at or greater than seven thousand five hundred square feet. Properties within this district and specific plan area are not considered nonconforming based on existing residential density that is less than the base density.

C. Height limit will be increased by 5 ft if two or more primary units are provided.

D. Height limits are further reduced to: 35 ft within 10 ft of an abutting RS or RL District along an interior side property line, 35 ft within 15 ft of an abutting RS or RL District along a rear property line.

E. Within the Old Town Specific Plan area building heights are further reduced to 35 within 20 ft of an RS or RL District.

F. Front setback will be reduced by 5 ft if two or more primary units are provided.

G. Attached Single-Unit Dwellings. Required setbacks apply to the ends of rows of attached single-unit dwellings.

H. There shall be no minimum interior side setback requirement along such portions of a property line where the adjoining parcel does not require a side setback.

I. Street side setback will be reduced by 2 ft if two or more primary units are provided.

J. Maximum lot coverage will be increased to 60% if two or more primary units are provided.

K. Maximum lot coverage will be increased to 70% if at least 85% of maximum allowed density is provided. Additional limitations in the Old Town Specific Plan area still apply.

L. Minimum landscaping is decreased to 20% of lot if two or more primary units are provided.

M. Minimum landscaping is decreased to 15% of lot if at least 85% of maximum allowed density is provided. Additional limitations in the Old Town Specific Plan area still apply.

N. Open space requirement will be reduced to 100 sq. ft. if two or more primary units are provided.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018; Ord. No. 516, § 4(Exh. A), 9-26-2019; Ord. No. 532, § 4(Exh. B), 10-14-2021)

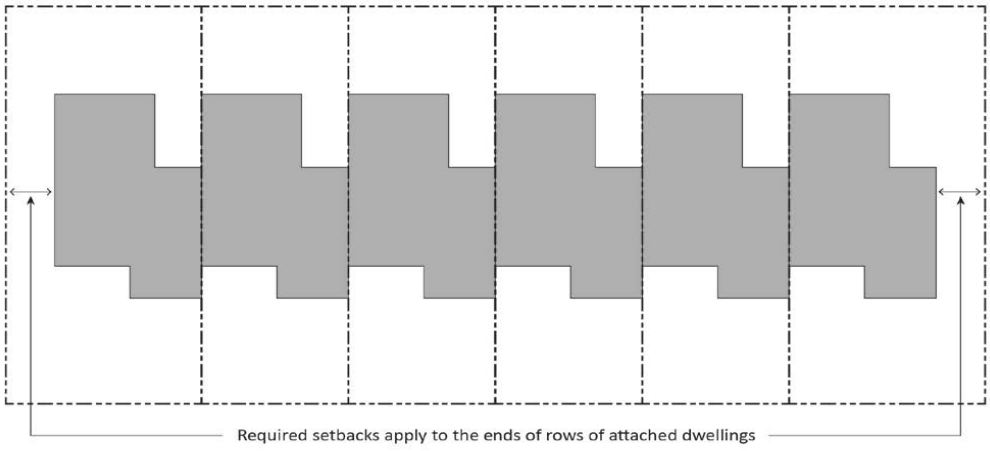


FIGURE 17.07.030.B: ATTACHED SINGLE-UNIT DWELLINGS

17.07.040 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 516, § 4(Exh. A), 9-26-2019)

17.07.050 Supplemental regulations.

A. Parking of Commercial Vehicles Prohibited. No commercial vehicle in excess of ten thousand pounds manufacturer's gross vehicle weight rating shall be parked or stored on any lot in a residential district. This section shall not prohibit temporary parking of any such vehicle while making pickups or deliveries or providing services for the residents of the lot on which the vehicle is parked.

B. Vehicle and Equipment Repairs or Fabrication. Repair, fabrication or other work on automobile or vehicle or equipment on residential premises shall be subject to the following conditions and restrictions:

1. Such work shall be limited to those vehicles or equipment which may be stored within a private garage upon residential premises.
2. Such work shall be done only upon such vehicles or equipment which are owned by an occupant of the residential premises.
3. Such work shall be done only between the hours of 8:00 a.m. and 8:00 p.m.
4. Such work shall not be done in a public right-of-way.
5. Storage of parts for such vehicles or equipment on the premises shall be limited to those parts reasonably necessary for the repair of the occupant's vehicle or equipment.
6. Such work shall be limited to minor repair and service on noncommercial vehicles to include such things as battery replacement, tire repair, brake servicing, changing of small parts, oil changes and lubrication, engine tune-up and similar routine maintenance and preventative maintenance work.

C. Single Family Residential Design Review Guidelines. Projects consisting of a single-unit dwelling (single-unit residential development) shall be subject to the applicable objective design and development standards in Chapter 17.28 Residential and Residential Mixed-Use Design Standards, except that projects subject to Single-Unit Design Review pursuant to Section 17.34.020 shall comply with the applicable guidelines adopted by the Planning Commission on April 24, 2007, or as amended.

Chapter 17.08 COMMERCIAL AND MIXED USE DISTRICTS

17.08.010 Purpose and applicability.

The specific purposes of the commercial and mixed use districts are to:

A. Provide for the orderly, well-planned, and balanced development of commercial and mixed-use districts;

B. Designate adequate land for a full range of local- and regional-serving retail and commercial services consistent with the general plan to maintain and strengthen the city's economic resources;

C. Provide appropriately located areas for a range of commercial uses that provide for a variety of goods and services for residents, employees, and visitors;

D. Provide opportunities for a mix of complementary uses that may combine residential and non-residential uses or combine a variety of non-residential uses on the same site; and

E. Promote pedestrian-oriented, mixed-use commercial centers at appropriate locations.

F. Where housing is allowed:

1. Provide for a full range of housing types consistent with the general plan;

2. Preserve, protect and enhance the character of the city's different neighborhoods and the quality of life of city residents;

3. Ensure adequate light, air, privacy, and open space for each dwelling;

4. Ensure that the scale and design of new development and alterations to existing structures are compatible with surrounding residential development and appropriate to the physical characteristics of the site and the area where the project is proposed; and

Additional purposes of each commercial and mixed use district are as follows:

NC neighborhood commercial. This district is intended to provide areas for smaller-scale neighborhood shopping centers which provide goods, services, and businesses to meet the day-to-day needs of surrounding residential neighborhoods. These areas should be developed and maintained to provide convenient, walkable shopping destinations for nearby residents. As indicated in the Housing Element of the General Plan, structures that are entirely residential or entirely commercial are both permitted, but the optimal development form on larger sites includes housing located above ground level commercial. This district implements the neighborhood commercial general plan land use designation.

CMU commercial mixed use. This district is intended to support a combination of office, residential, and retail uses, with an emphasis on specialty commercial uses such as antique stores, boutiques, galleries, cafes, and restaurants. Development standards are intended to foster a walkable, pedestrian-oriented character that emphasizes a fine-grained building scale and streetscape. Structures that are entirely residential or entirely commercial are both permitted, but the optimal development form on larger sites includes housing located above ground level commercial. This district implements the commercial mixed use general plan land use designation.

CR commercial retail. This district is intended to support a pedestrian-oriented retail environment that encourages pedestrian activity. This district provides a variety of uses including, but not limited to, grocery, personal service, neighborhood serving retail, and entertainment. Development standards are intended to foster a walkable, pedestrian-oriented character that emphasizes a fine-grained building scale and streetscape. Parcels may include multiple land uses as individual buildings or within each building. This district implements the community commercial general plan land use designation.

CC community commercial. This district provides locations for services and businesses which meet the comparison shopping needs of the city's residents and workers. Such centers may include supermarkets, home improvement stores, variety stores, pharmacies, restaurants, and similar uses which serve the community. Larger-scale commercial uses such as hotels and office buildings are acceptable. Structures that are entirely residential or entirely commercial are both permitted, but the optimal development form on larger sites includes housing located above ground level commercial.. This district implements the community commercial general plan land use designation.

RC regional commercial. This district is intended to support the large scale shopping facilities. It includes a broad array of goods and services, including department stores, retail shops, restaurants, entertainment facilities, and similar uses which draw patrons from throughout Newark and the surrounding region. Uses such as hotels and corporate office buildings are acceptable. Housing at densities greater than thirty units per acre are permitted to be included if such housing is a component of a vertically mixed-use building or planned development which is primarily oriented around regional retail uses. This district implements the regional commercial general plan land use designation.

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

17.08.020 Land use regulations.

Table 17.08.020, Land Use Regulations-Commercial and Mixed Use Districts, prescribes the land use regulations for commercial and mixed use districts. Use classifications are defined in Chapter 17.45, Use Classifications. In cases where a specific land use or activity is not defined, the director shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are prohibited. Section numbers in the right-hand column refer to other sections of this title. Numbers in parentheses refer to specific limitations listed at the end of the table.

TABLE 17.08.020: LAND USE REGULATIONS-COMMERCIAL AND MIXED USE DISTRICTS						
"P" Permitted Use; "M" Minor Use Permit Required; "C" Conditional Use Permit Required; "-" Use Not Allowed						
Use Classification	NC	CMU	CR	CC	RC	Additional Regulations
Residential Uses						
Residential Housing Types						

Single-Unit Dwelling, Attached	P (2)	P(1, 2)	-	-	-	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Multi-Unit Development	P (2)	P(1, 2)	-	P (2)	P (2)	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Family Day Care						
Small	-	P	-	-	-	
Group Residential	-	M(1)	-	-	-	
Residential Care Facilities						
Small	-	P	-	-	-	
Single Room Occupancy	-	C(1)	-	-	-	See Section 17.26.230, Single Room Occupancy Units
Public/Semi-Public Uses						
Colleges and Trade Schools	C	C	C	M	M	
Community Assembly	C	C	C	C	C	
Cultural Institutions	M	M	M	M	M	
Day Care Centers	M	M	M	M	M	See Section 17.26.090, Day Care
Funeral Parlors and Interment Services	-	-	-	M	-	
Government Offices	P	P	P	P	P	
Hospital and Clinics						
Clinic	M	M	M	M	M	
Instructional Services	M	M	M	M	M	A minimum separation of 300 ft is required between two instructional services

Park and Recreation Facilities	M	M	M	M	M	
Parking Lots and Structures	M	M	M	M	M	
Public Safety Facilities	P	P	P	P	P	
Schools	M	M	M	M	M	
Social Service Facilities	-	M	M	M	M	
Tutoring Facilities	M	M	M	M	M	A minimum separation of 300 ft is required between two tutoring facilities
Commercial Uses						
Adult Business	-	-	-	P	-	See Section 17.26.050, Adult Oriented Businesses
Animal Care, Sales, and Services						
Animal Sales and Grooming	P	P	P	P	P	
Boarding/Kennels	-	-	-	C	C	
Veterinary Services	M	M	M	M	M	
Artist's Studio	P	P	P	P	P	
Automobile/Vehicle Sales and Services						
Automobile Rentals	M	M	M	M	P	See Section 17.26.060, Automobile/Vehicle Sales and Services
Automobile/Vehicle Sales and Leasing	-	-	-	P	P	
Automobile/Vehicle Service and Repair, Minor	-	-	-	M	M	
Large Vehicle and Equipment Sales, Service and Rental	-	-	-	-	M	
Service and Gas Stations	C	-	-	M	M	
Washing	-	-	-	M	M	

Banks and Financial Institutions						
Banks and Credit Unions	P	P	P	P	P	
Check-Cashing Businesses	-	-	-	-	C	See Section 17.26.070, Check Cashing Business
Banquet Hall	-	-	-	-	C	
Business Services	P	P	P	P	P	
Commercial Entertainment and Recreation						
Cinema/Theaters	-	P	P	P	P	
Indoor Sports and Recreation	-	-	C	C	C	
Outdoor Entertainment	-	-	-	-	M	
Outdoor Recreation	-	-	-	-	M	
Drive-Through Facility	C	-	M	M	M	See Section 17.26.100, Drive-In and Drive-Through Facilities
Eating and Drinking Establishments						
Bars/Night Clubs/Lounges	-	M	M	M	M	
Restaurant, Full Service	M	M	M	M	M	
Restaurant, Limited Service	M	M	M	M	M	
Restaurant, Take-Out Only	M	M	M	M	M	
Farmer's Markets	P	P	P	P	P	See Section 17.26.120, Farmer's Markets
Food Preparation	M	M	M	M	M	
Hookah Lounge	-	-	-	P	-	See Section 17.26.150, Hookah Lounges
Live/Work Units	P	P(1, 2)	-	P	P(2)	See Section 17.26.130, Live/Work Units
Lodging						
Hotels	C	C	P	P	P	

Motels	-	-	-	-	C	
Maintenance and Repair Services	M	M	M	M	M	
Nurseries and Garden Center	P	P	P	P	P	
Offices						
Business, Professional, and Technology	M	M	M	M	M	
Medical and Dental	M	M	M	M	M	
Walk-In Clientele	M	M	M	M	M	
Personal Services						
General Personal Services	M	M	M	M	M	See Section 17.26.200, Personal Services
Fortune, Palm, and Card Reader	-	-	-	P	-	
Massage Establishments	-	-	C	C	C	
Tattoo or Body Modification Parlor	-	-	-	P	-	
Retail Sales						
Building Materials Sales and Services	-	-	-	P	P	
Convenience Markets	P(3)	P(3)	P(3)	M(3)	M(3)	
Food and Beverage Sales	P(3)	P(3)	P(3)	P(3)	P(3)	
Gold, Semi-Precious, Precious Metal Buying Stores	-	-	-	-	C	
General Retail	P	P	P	P	P	
Pawn Store	-	-	-	-	C	
Secondhand Store	C	C	C	C	C	
Tobacco Retailer	-	-	-	-	C	See Section 17.26.270, Tobacco Retailers

Transportation, Communication, and Utility Uses						
Communication Facilities						
Telecommunication	See Section 17.26.250, Telecommunication Facilities					
Light Fleet-Based Services	C	C	C	C	C	
Recycling Facility						
Reverse Vending Machine	M	M	M	M	M	See Section 17.26.210, Recycling Facilities
Transportation Passenger Terminals	M	M	M	M	M	
Other Applicable Types						
Accessory Uses and Structures	See Section 17.17.020, Accessory Buildings and Structures, and Section 17.26.030, Accessory Uses					
Home Occupations	See Section 17.26.140, Home Occupations					
Live Entertainment	C	C	C	C	C	
Nonconforming Use	See Chapter 17.22, Nonconforming Provisions					
Outdoor Dining and Seating	See Section 17.26.170, Outdoor Dining and Seating					
Outdoor Display and Sales	See Section 17.26.180, Outdoor Display and Sales					
Solar Energy Systems	See Section 17.26.240, Solar Energy Systems					
Temporary Use	See Section 17.26.260, Temporary Uses					

Specific Limitations:

1. Single-Unit Dwelling, Attached uses are not permitted in the Old Town Newark Specific Plan area. Residential uses are not allowed on the ground floor along Newark Boulevard frontage and Thornton Avenue frontage, between the Union Pacific Railroad tracks and Olive Street.
2. Commercial ground floor areas are required pursuant to the standards established in Section 17.08.040 (F). Residential uses are not allowed on the ground floor of any façade facing a public right of way except for live work units.
3. Conditional use permit pursuant to Chapter 17.35, Use Permits, is required for any establishment that either devotes forty percent or more of floor area or display area to, or derives seventy-five percent or more of gross sales receipts from, the sale or exchange of alcohol.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018; Ord. No. 516, § 4(Exh. A), 9-26-2019; Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.08.030 Development standards.

Table 17.08.030, Development Standards-Commercial and Mixed Use Districts, prescribes the development standards for commercial and mixed use districts. Additional regulations are denoted in the right-hand column. See Section 17.07.050 and Chapter 17.28 for design standards for residential and residential mixed-use development. Section numbers in this column refer to other sections of this title.

TABLE 17.08.030: DEVELOPMENT STANDARDS-COMMERCIAL AND MIXED USE DISTRICTS						
Standard	NC	CMU	CR	CC	RC	Additional Regulations
Lot and Density Standards						
Density (units/acre)						
Maximum	120	120, 100 within the Old Town Newark Specific Plan area	-	120	120	
Minimum	40	40, 30 within the Old Town Newark Specific Plan area	(F)	40	40	
Minimum Lot Size (sq ft)	5,000	20,000	20,000	20,000	20,000	
Minimum Lot Width (ft)	50	100	100	100	100	
Height Standards						
Maximum Height (ft)	40 (D)	60 (D), 75 within the Old Town Specific Plan area (G)	75 (D)	100 (D)	250 (D)	See Section 17.17.050, Height and Height Exceptions

Minimum Ground Floor Height (ft)	18	18, 16 within the Old Town Specific Plan area	18	18	18	
Building Location Standards						
Minimum Setbacks (ft)						
Front	0	0	0	0	0	
Interior Side	0, 20 abutting an RS or RL District, 5 abutting an RM or RH District, (E)	0, 20 abutting an RS or RL District, 5 abutting an RM or RH District, (E), (H)	0	0, 20 abutting an RS or RL District (10 within the Old Town Specific Plan area), 5 abutting an RM or RH District, (E)	0	See Section 17.17.090, Projections into Yards and Required Building Separations. Required setbacks apply to the ends of rows of attached single-unit dwellings
Street Side	0	0	0	0	0	
Rear	0, 20 abutting an RS or RL District, 10 abutting an RM or RH District	0, 10 abutting a Residential District	0, 20 abutting an RS or RL District, 10 abutting an RM or RH District	0, 20 abutting an RS or RL District, 10 abutting an RM or RH District (I)	0, 20 abutting an RS or RL District, 10 abutting an RM or RH District	See Section 17.17.090, Projections into Yards and Required Building Separations
Maximum Setbacks (ft)						
Front	n/a	10 (B)	n/a	n/a	n/a	
Street Side	n/a	10 (B)	n/a	n/a	n/a	
Landscaping and Open Space Standards						

Minimum Landscape Area (% of lot)	10	5, 0 within the Old Town Specific Plan area	10	10	10	See Chapter 17.21, Landscaping
Minimum Open Space (sq ft per residential unit)	50 (C)	50 (C)	50 (C)	50 (C)	50 (C)	

Additional Development Standards.

A. Reserved.

B. Required Building Location, CMU District. The following building location requirements apply in the CMU district.

1. Build-to Line. Buildings shall be located within ten feet of street-facing property lines for at least sixty percent of the linear street frontage.

2. Corner Build Area. Buildings shall be located within ten feet of the property line within thirty feet of the street corner.

3. Frontage Improvements. The area between buildings and the property line shall be improved as part of a wider sidewalk, bicycle facility, outdoor dining/seating area, or with landscaping.

4. Exceptions and Waivers. These requirements may be modified or waived through design review or for projects subject to Chapter 17.28 Residential and Residential Mixed-Use Design Standards through the waiver procedures prescribed in Chapter 17.37 upon finding that:

    a. Entry courtyards, plazas, entries, or outdoor eating areas are located adjacent to the property line and buildings are built to the edge of the courtyard, plaza, or dining area.

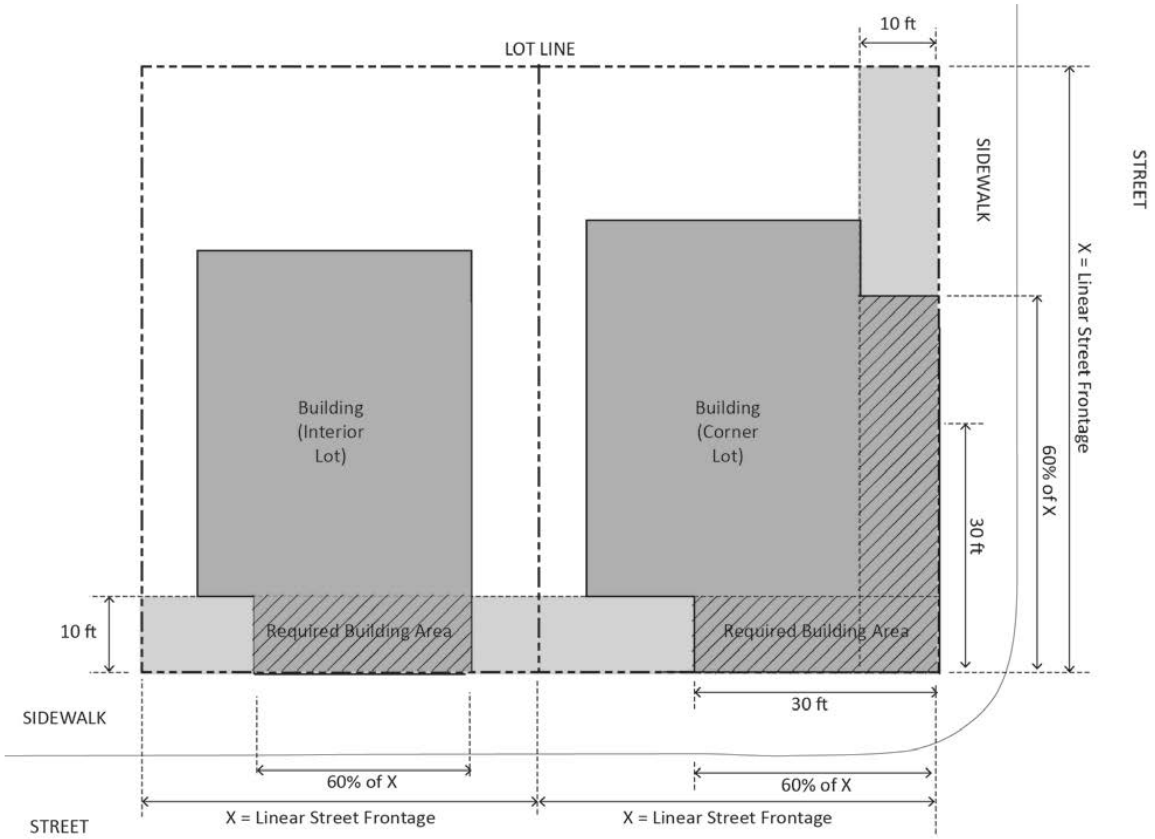


FIGURE 17.08.030.B: REQUIRED BUILDING LOCATION, CMU DISTRICT

C. Open Space. Required open space shall conform to the standards provided in 17.28.080. .

D. Transition standards for NC, CMU, CR, CC, RC Districts. Height limits are further reduced to: 35 ft within 10 ft of an abutting RS or RL District along an interior side property line, 35 ft within 15 ft of an abutting RS or RL District along a rear property line.

E. There shall be no minimum interior side setback requirement along such portions of a property line where the adjoining parcel does not require a side setback.

F. A minimum residential density of 40 units/acre is required if residential is permitted by right under state law and any residential units are proposed.

G. Transition standards for Old Town Specific Plan Area: Height limits are further reduced to 35 ft within 20 ft of an abutting RS or RL District along an interior side property line, 48 ft within 20 feet of an abutting RM District.

H. Interior side setbacks may be reduced to 5 feet within the Old Town Specific Plan area regardless of an abutting RS or RL use.

I. Rear setback of 10 feet allowed within the Old Town Specific Plan area regardless of abutting use.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.08.040 Supplemental regulations.

Applicability. Unless otherwise prescribed in Section 17.08.050, all non-residential uses in all commercial and mixed-use districts are subject to the supplemental regulations in this section. Residential uses subject to the standards of Chapter 17.28 are not subject to Section 17.08.040.

A. Minimum Dimensions of Leasable Area. Each individual lease space shall have a minimum width of thirty feet and a minimum depth of sixty feet. Modifications to these requirements may be granted where the review authority finds that site constraints are such that meeting the minimum leasable space dimensions is infeasible and the proposed leasable spaces are adequate to accommodate quality retail establishments.

B. Building Transparency/Required Openings. Exterior walls facing and within twenty feet of a front or street side lot line shall include windows, doors, or other openings for at least fifty percent of the building wall area located between two and one-half and seven feet above the level of the sidewalk. Such walls may run in a continuous plane for no more than thirty feet without an opening.

1. Design of Required Openings. Openings fulfilling this requirement shall have transparent glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three feet deep.

2. Exceptions for Parking Garages. Multi-level garages are not required to meet the ground-floor transparency requirement.

3. Reductions through Design Review. The building transparency requirement may be reduced or waived through design review upon finding that:

a. The proposed use has unique operational characteristics with which providing the required windows and openings is incompatible, such as in the case of a cinema or theater; and

b. Street-facing building walls will exhibit architectural relief and detail, and will be enhanced with landscaping in such a way as to create visual interest at the pedestrian level.

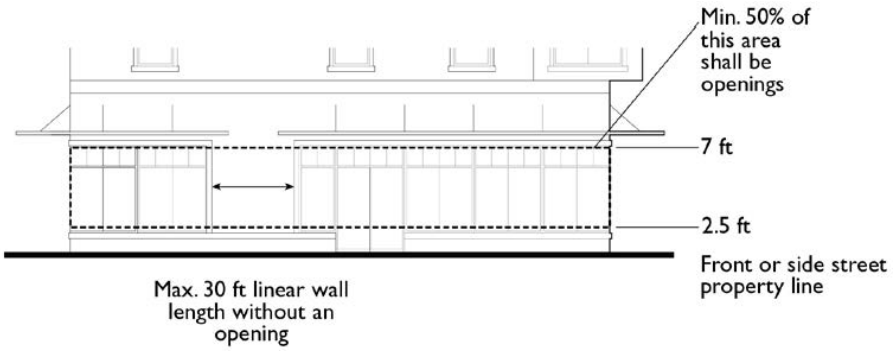


FIGURE 17.08.040.B: BUILDING TRANSPARENCY/REQUIRED OPENINGS

C. Exterior Building Materials and Colors.

1. A unified palette of quality materials shall be used on all sides of buildings.

2. Exterior building materials shall be stone, brick, stucco, concrete block, painted wood clapboard, painted metal clapboard or other quality, durable materials approved through design review.

D. Pedestrian Access. On-site pedestrian circulation and access shall be provided according to the following standards:

1. Internal Connections. A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.

2. To Circulation Network. Regular connections between on-site walkways and the public sidewalk shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the main entry and sidewalk, no more than one hundred twenty-five percent of the straight-line distance.

3. To Neighbors. Direct and convenient access shall be provided from commercial and mixed-use projects to adjoining residential and commercial areas to the maximum extent feasible while still providing for safety and security.

4. To Transit. Safe and convenient pedestrian connections shall be provided from transit stops to building entrances. Sidewalk "bulb-outs", or bus "pull-outs" may be required at potential bus stops serving commercial centers (building floor area over twenty-five thousand square feet) to provide adequate waiting areas for transit users and safety for passing motorists.

5. Interior Pedestrian Walkway Design.

a. Walkways shall have a minimum clear unobstructed width of six feet, shall be hard-surfaced, and paved with permeable materials.

b. Where a required walkway crosses driveways, parking areas, or loading areas, it must be clearly identifiable through the use of a raised crosswalk, a different paving material, or similar method.

c. Where a required walkway is parallel and adjacent to an auto travel lane, it must be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or other physical barrier.

E. Limitations on Curb Cuts. Curb cuts shall be minimized and located in the location least likely to impede pedestrian circulation. Curb cuts shall be located at least twenty feet from an intersection curb return or pedestrian cross walk. New curb cuts shall not be permitted on Thornton Avenue, between the Union Pacific Railroad tracks and Olive Street, except in the case of interior lots or where sites are not accessible from any public right-of-way.

F. Additional Supplemental Regulations, NC, CMU, CC, and RC Districts. The following additional supplemental regulations apply in the NC, CMU, CC, and RC districts:

1. Required ground floor commercial area shall be no less than fifteen percent of the gross lot area of the site.

    a. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve a plan that deviates from the above ground floor commercial requirement in residential mixed-use developments to accommodate required parking, utilities, and setbacks.

2. Building Articulation. Any building with a dimension over one hundred twenty-five feet wide shall be broken down to read as a series of buildings no wider than one hundred twenty-five feet each.

3. Building Orientation.

    a. Buildings shall be oriented to face public streets.

    b. Building frontages shall be generally parallel to streets.

    c. Buildings shall be designed and oriented to minimize the visual intrusion into adjoining residential properties. Window, balcony and deck locations shall be directed away from window areas of adjoining residences (on-site or off-site).

4. Building Entrances.

    a. The primary building entrance shall face a public sidewalk.

    b. Building entrances shall be emphasized with special architectural and landscape treatments.

    c. Entrances located at corners shall generally be located at a forty-five-degree angle to the corner and shall have a distinct architectural treatment to animate the intersection and facilitate pedestrian flow around the corner. Different treatments may include angled or rounded corners, arches, and other architectural elements.

    d. All building and dwelling units located in the interior of a site shall have entrances that connect to a public sidewalk.

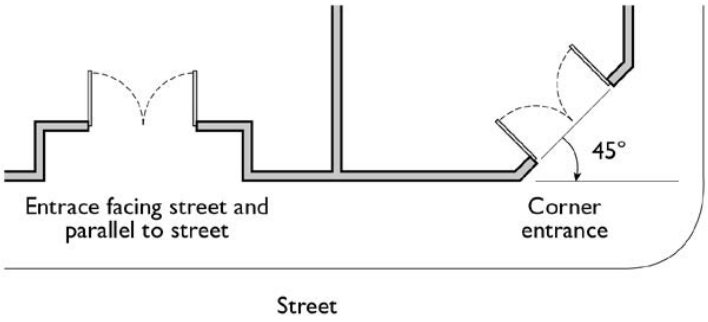


FIGURE 17.08.040.B.F.4: BUILDING ENTRANCES

5. Limitations on Location of Parking. Off-street parking spaces shall be located to the rear of principal buildings whenever possible. At grade and above ground parking that is not time restricted may not be located within the required setback of a street facing property line. Short-term parking such as for drop-off or loading areas or timed parking for visitors are exempt from this requirement.

    a. Exceptions and Waivers. These requirements may be modified or waived through design review or for projects subject to Chapter 17.28 Residential and Residential Mixed-Use Design Standards the waiver procedures prescribed in Chapter 17.37 upon finding that:

        i. The design incorporates habitable space built close to the public sidewalk to the maximum extent feasible;

        ii. The site is small and constrained such that underground parking or surface parking located outside of the required setback is not feasible.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.08.050 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.09 EMPLOYMENT DISTRICTS

17.09.010 Purpose and applicability.

The specific purposes of the employment districts are to:

A. Designate adequate land for businesses, professional offices, and industrial growth consistent with the general plan to maintain and strengthen the city's economic resources;

B. Provide a range of employment opportunities to meet the needs of current and future residents; and

C. Provide areas for a wide range of manufacturing, industrial processing, and service commercial uses and protect areas where such uses now exist.

Additional purposes of each employment district are as follows:

PO professional office. This district reserves area for local-serving professional and administrative office uses such as finance, insurance, and real estate businesses, legal and other professional services, banks, personal services, business support activities, and dental and medical services. These uses may form a transition between retail and residential uses, or a buffer between arterial streets and residential areas. Residential uses are only permitted as a component of a planned development. This district implements the office commercial general plan land use designation.

BTP business and technology park. This district provides locations for advanced technology research and development, manufacturing, and related support facilities in large or campus-like environments with high quality building design, landscaping, and aesthetic amenities, including business parks, industrial parks, technology parks, and other master planned industrial subdivisions. Complementary uses which support the employee population, such as hotels, restaurants, office buildings, childcare facilities, and business services are allowed. This district implements the special industrial general plan land use designation.

LI limited industrial. This district is intended to meet the needs of a variety of light industrial and commercial service uses. It serves as a transition between heavier industrial activities and residential neighborhoods. Typical uses include light manufacturing, warehousing, auto repair, and general services. Limited office, recreation, assembly, and retail uses are allowed where appropriate in a light industrial setting. This district implements the limited industrial general plan land use designation.

GI general industrial. This district is intended to accommodate the broadest range of industrial uses. It includes industrial buildings and complexes, distribution, warehouses, manufacturing and assembly, and other uses that are often characterized by outdoor storage, noise, odors, hazardous materials handling, and heavy truck activity. Non-industrial uses such as retail stores, free-standing office buildings, and assembly uses are not allowed. This district implements the general industrial general plan land use designation.

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

17.09.020 Land use regulations.

Table 17.09.020, Land Use Regulations-Employment Districts, prescribes the land use regulations for employment districts. Use classifications are defined in Chapter 17.45, Use Classifications. In cases where a specific land use or activity is not defined, the director shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are prohibited. Section numbers in the right-hand column refer to other sections of this title. Numbers in parentheses refer to specific limitations listed at the end of the table.

TABLE 17.09.020: LAND USE REGULATIONS-EMPLOYMENT DISTRICTS					
"P" Permitted Use; "M" Minor Use Permit Required; "C" Conditional Use Permit Required; "-" Use Not Allowed					
Use Classification	PO	BTP	LI	GI	Additional Regulations
Residential Uses					
Multi-Unit Development	Residential uses are not permitted uses, however, in some cases residential uses are permitted by right in nonresidential zones by state law. Any residential and residential mixed-use development permitted by state law are subject to the provisions of this chapter and Chapter 17.28. Residential and Residential Mixed-Use Design Standards.				
Caretaker Unit	-	-	C	C	
Public/Semi-Public Uses					
Colleges and Trade Schools	C	M	M	M	
Community Assembly	C	-	-	-	
Cultural Institutions	C	-	-	-	
Day Care Centers	C	C(1)	-	-	See Section 17.26.090, Day Care
Government Offices	P	P	-	-	
Hospital and Clinics					
Hospitals	-	M	-	-	
Clinic	P	-	-	-	
Instructional Services	P	-	-	-	
Park and Recreation Facilities	P	M	M	-	

Parking Lots and Structures	M	C(1)	-	-	
Public Safety Facilities	M	C	M	M	
Schools	C	-	-	-	
Social Service Facilities	M	-	-	-	
Tutoring Facilities	C	-	-	-	
Commercial Uses					
Animal Care, Sales, and Services					
Animal Sales and Grooming	-	-	M	-	
Boarding/Kennels	-	-	-	M(2)	
Veterinary Services	C	-	M	-	
Artist's Studio	-	-	P	M	
Automobile/Vehicle Sales and Services					
Automobile/Vehicle Sales and Leasing	C	-	P	-	See Section 17.26.060, Automobile/Vehicle Sales and Services
Automobile/Vehicle Repair, Major	-	-	M	P	
Automobile/Vehicle Service and Repair, Minor	-	-	P	-	
Large Vehicle and Equipment Sales, Service and Rental	-	-	M	P	
Service and Gas Stations	-	-	M	C	
Towing and Impound	-	-	-	C	
Washing	-	-	M	M	
Banks and Financial Institutions					
Banks and Credit Unions	P	-	-	-	
Business Services	P	P	M	M	
Eating and Drinking Establishments					
Restaurant, Full Service	-	C(1)	-	-	

Restaurant, Limited Service	C	C(1)	-	-	See Section 17.26.170, Outdoor Dining and Seating
Restaurant, Take-Out Only	-	C(1)	-	-	
Food Preparation	-	M	M	M	
Lodging					
Hotels	C	C(1)	C	C	
Maintenance and Repair Services	-	-	P	P	
Nurseries and Garden Center	-	-	C	C	
Offices					
Business, Professional, and Technology	P	P	C	C	
Medical and Dental	P	M	M	-	
Walk-In Clientele	P	-	M	-	
Personal Services					
General Personal Services	M	C(1)	-	-	See Section 17.26.200, Personal Services
Retail Sales					
Building Materials Sales and Services	-	-	P	P	
Convenience Markets	M(3)	M(1)	-	-	
Food and Beverage Sales	M(3)	M(1)	C	-	
General Retail	M	M(1)	C	-	
Industrial Uses					
Construction and Material Yards	-	-	C	P	
Custom Manufacturing	-	P	P	P	
Donation Center/Station	-	-	C	C	
Food and Beverage Manufacturing					
Small Scale	-	-	P	P	
Large Scale	-	-	P	P	

General Industrial	-	-	P	P	
Light Industrial	-	M	P	P	
Research and Development	M	P	P	P	
Salvage and Wrecking	-	-	-	C	
Warehousing and Storage					
Chemical, Mineral, and Explosives Storage	-	-	-	C	
Indoor Warehousing and Storage	-	C	C	C	
Outdoor Storage	-	-	C	C	
Personal Storage	-	-	M	M	See Section 17.26.200, Personal Storage
Wholesaling and Distribution	-	C	C	C	
Transportation, Communication, and Utility Uses					
Communication Facilities					
Facilities within Buildings	M	M	M	M	
Telecommunication	See Section 17.26.250, Telecommunication Facilities				
Freight/Trucking Terminals	-	-	C	C	
Light Fleet-Based Services	-	-	P	P	
Public Works and Utilities	-	C	M	P	
Recycling Facility					
Reverse Vending Machine	-	-	M	M	See Section 17.26.210, Recycling Facilities
Recycling Collection Facility	-	-	C	C	
Recycling Processing Facility	-	-	-	C	
Transportation Passenger Terminals	M	M	M	M	
Other Applicable Types					
Accessory Uses and Structures	See Section 17.17.020, Accessory Buildings and Structures, and Section 17.26.030, Accessory Uses				

Live Entertainment	C	-	-	-	
Nonconforming Use	See Chapter 17.22, Nonconforming Uses				
Outdoor Dining and Seating	See Section 17.26.170, Outdoor Dining and Seating				
Outdoor Display and Sales	See Section 17.26.180, Outdoor Display and Sales				
Solar Energy Systems	See Section 17.26.240, Solar Energy Systems				
Temporary Use	See Section 17.26.260, Temporary Uses				

Specific Limitations:

1. Permitted only as complementary uses serving industrial and technical campus-like development such as business parks, industrial parks, technology parks, and other master planned industrial subdivisions. Conditional if otherwise.
2. Prohibited within three hundred feet of any residential district.
3. Establishments that either devotes forty percent or more of floor area or display area to, or derives seventy-five percent or more of gross sales receipts from, the sale or exchange of alcohol are prohibited.

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

17.09.030 Development standards.

Table 17.09.030, Development Standards-Employment Districts, prescribes the development standards for employment districts. Additional regulations are denoted in the right-hand column. Section numbers in this column refer to other sections of this title. Residential uses are not permitted uses in Employment Districts, however, in some cases residential uses are permitted by right in non-residential zones by state law. Any residential and residential mixed-use development permitted by state law are subject to the provisions of this chapter and Chapter 17.28. Residential and Residential Mixed-Use Design Standards.

TABLE 17.09.030: DEVELOPMENT STANDARDS-EMPLOYMENT DISTRICTS					
Standard	PO	BTP	LI	GI	Additional Regulations
Lot and Density Standards					
Density (units/acre)					
Maximum	100 (D)	120 (D)	120 (D)	120 (D)	
Minimum	40 (D)	40 (D)	40 (D)	40 (D)	

Minimum Lot Size (sq ft unless noted)	10,000	2 acres	15,000	20,000	
Minimum Lot Width (ft)	60	100	60	60	
Building Form and Location					
Maximum Building Height (ft)	35, up to 50 with CUP, 50 for Residential uses (C)	100, 45 within 300 ft of an RS or RL Residential District boundary	100, 35 within 100 ft of an RS of RL Residential District boundary	(B)	See Section 17.17.050, Height and Height Exceptions
Minimum Setbacks (ft)					
Front	10	20(A)	10	10	See Section 17.17.090, Projections into Yards and Required Building Separations
Interior Side	5	15	15, 25 from a Residential District boundary	15, 50 from a Residential District boundary	See Section 17.17.090, Projections into Yards and Required Building Separations
Street Side	10	15(A)	15	15	See Section 17.17.090, Projections into Yards and Required Building Separations
Rear	10	50	20, 25 from a Residential	20, 50 from a Residential	See Section 17.17.090, Projections into

			District boundary	District boundary	Yards and Required Building Separations
Minimum Landscape Area (% of lot)	5	10	n/a	n/a	See Chapter 17.21, Landscaping

Additional Development Standards.

A. BTP District: Setbacks for Loading Dock Areas. In the BTP district, loading docks shall be set back a minimum of one hundred fifty feet from an arterial street unless an alternative noise barrier wall is approved through design review.

B. GI District: Maximum Height. In the GI district, maximum height is as follows:

1. Within ten feet of an RS or RL Residential District boundary: Thirty five feet.

2. More than ten feet but less than four hundred feet of a residential district boundary: One hundred feet.

3. More than four hundred feet but less than six hundred feet from a residential district boundary: One hundred fifty feet.

4. More than six hundred feet but less than one thousand feet from a residential district boundary: Two hundred feet.

5. One thousand feet or more from a residential district boundary: Five hundred feet or as approved through a conditional use permit.

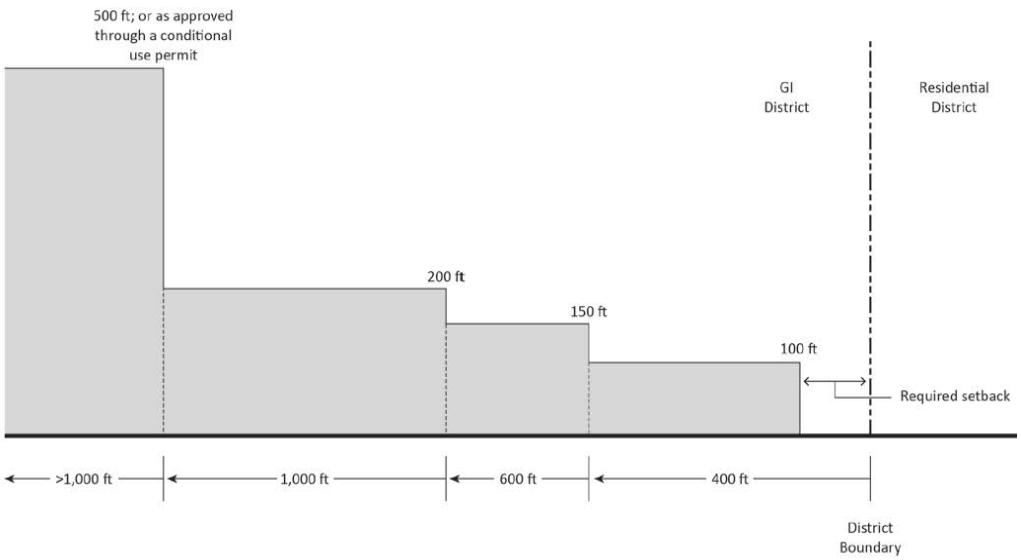


FIGURE 17.09.030.B: GI DISTRICT: MAXIMUM HEIGHT

C. Transition standards for PO, BTP, LI, and GI Districts: Height limits are further reduced to: 35 ft within 10 ft of an abutting RS or RL District along an interior side property line and 35 ft within 15 ft of an abutting RS or RL District along a rear property line

D. Residential is not a permitted use, however, any residential and residential mixed-use development permitted by-right by state law is subject to the provisions of this Chapter and Chapter 17.28. Residential and Residential Mixed-Use Design Standards.

1. A minimum residential density of 40 units/acre is required in the PO, BTP, LI, and GI Districts if a residential use is permitted by right under state law and any residential units are proposed.

2. A maximum residential density of 100 units per net acre is required in the PO District and 120 units per net acre in the BTP, LI, and GI Districts if residential is permitted by right under state law.

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

17.09.040 Supplemental regulations.

A. Hazards and Hazardous Materials.

1. Occupancy Classification. Groups H-1 and H-2 occupancy, as defined in the building code, shall not exceed fifty percent of the total building floor area on any site.

2. Hazardous Materials. The direct use of hazardous materials in fabrication shall not exceed thirty-five percent of the total building floor area on any site.

B. Business, Technology, and Office Parks. Business, technology, and office parks containing eighty thousand square feet or more of floor area shall provide the following:

1. Open space areas equal to ten percent of the site area that provide gathering space or opportunities for active or passive recreation. Open space areas shall include benches or other seating. Amenities shall be included that enhance the comfort, aesthetics, or usability of the space, including but not limited to trees and other landscaping, shade structures, drinking fountains, water features, or public art.

2. Pedestrian walkways that connect all parts of the park, and connect to any existing or planned pedestrian facilities in adjacent neighborhoods.

3. Stormwater detention facilities incorporated into the site landscaping as a visual amenity.

4. A lighting, landscaping, and signage design concept for common areas.

C. Additional Supplemental Regulations, PO District. The following additional supplemental regulations apply in the PO district:

1. Building Transparency/Required Openings. Exterior walls facing and within twenty feet of a front or street side property line shall include windows, doors, or other openings for at least thirty percent of the building wall area located between two and one-half and seven feet above the level of the sidewalk. No wall may run in a continuous plane for more than thirty feet without an opening. Openings fulfilling this requirement shall have transparent glazing and provide views into work areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three feet deep.

   a. Reduction through Design Review. The building transparency requirement may be reduced or waived through design review upon finding that:

      i. The proposed use has unique operational characteristics with which the provision of the required windows and openings is incompatible, such as in the case of a cinema, theater, or historic building; and

      ii. Street-facing building walls will exhibit architectural relief and detail, or will be screened with attractive landscaping, in such a way as to create visual interest at the pedestrian level.

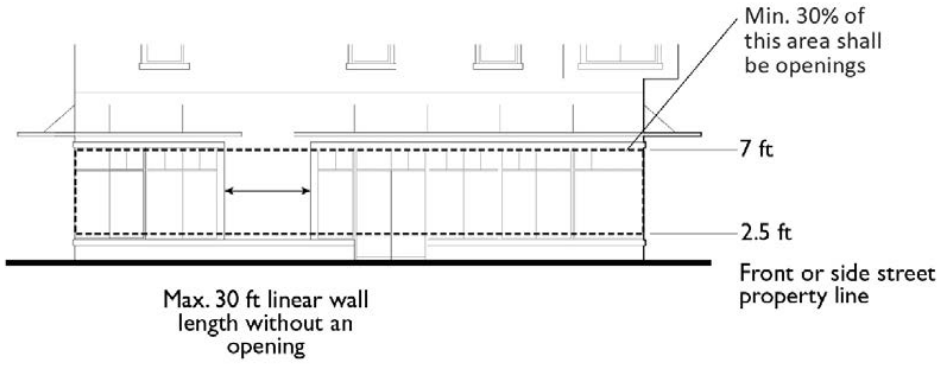


FIGURE 17.09.040.C.1: BUILDING TRANSPARENCY/REQUIRED OPENINGS, PO DISTRICT

2. Parking Location. In the PO district, parking shall be located at the side or rear of buildings wherever possible.

D. Additional Supplemental Regulations, BTP District. The following additional supplemental regulations apply in the BTP district:

1. Building Construction. Buildings shall be of new construction, and modular offices, relocated or prefabricated metal wall buildings shall not be permitted, except for temporary construction office trailers pursuant to Section 17.26.260, Temporary Uses.

2. Landscape Buffer. The following landscape buffers shall be provided unless the director finds a different landscape buffer requirement is adequate to provide an appropriate transition between the parking area or other use of the site and the right-of-way.

a. Landscaped Setback between Parking Area and Right-of-Way. A landscaped setback at least ten feet wide shall be provided between the parking area and adjacent right-of-way. A minimum of one fifteen-gallon tree and two five-gallon shrubs shall be provided for every forty feet of the street frontage.

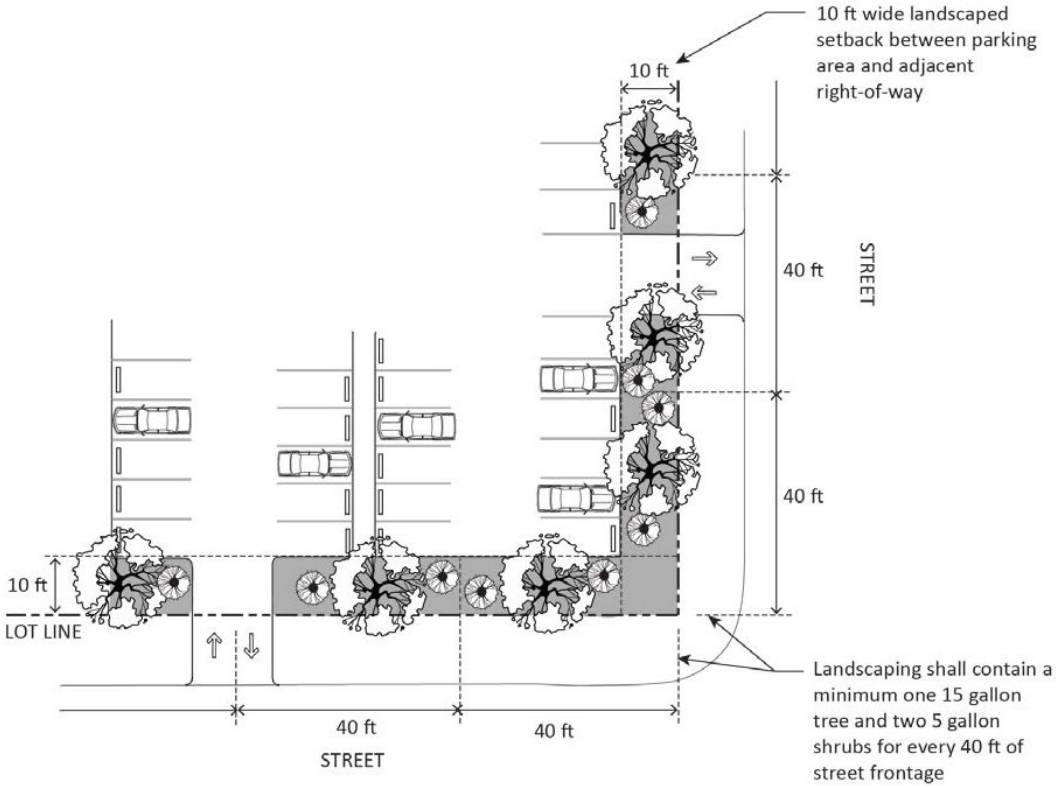


FIGURE 17.09.040.D.2.A: LANDSCAPED SETBACK BETWEEN PARKING AREA AND RIGHT-OF-WAY

b. Landscape Buffer Adjacent to Wide Right-of-Way. The first fifty feet of any site depth contiguous to any existing or proposed right-of-way exceeding one hundred feet in width shall be landscaped and shall not be used for off-street parking and loading.

3. Truck Docks, Loading, and Service Areas, BTP District. In the BTP district, truck docks, loading, and service areas shall be set back a minimum of one hundred fifty feet from an arterial.

4. Public Art Plan. In the BTP district, a public art plan may be provided for city council review and approval to assure that the intent of Resolution No. 6582 "Resolution of the City Council of the City of Newark adopting a policy for providing art in public places and private development" is met. The plan shall provide for high quality architecture and for the provision of public art at locations that are of critical aesthetic concern to the city (i.e., gateways and major arterials).

E. Additional Supplemental Regulations, LI and GI Districts. In the LI and GI Districts, a landscaped setback at least ten feet wide shall be provided between the parking area and adjacent right-of-way. A minimum of one fifteen-gallon tree and two five-gallon shrubs shall be provided for every forty feet of the street frontage.

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

17.09.050 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.10 PUBLIC AND SEMI-PUBLIC DISTRICTS

17.10.010 Purpose and applicability.

The specific purposes of the public and semi-public districts are to:

A. Provide land for development of public, quasi-public, recreation, and open space uses that provide services to the community and support existing and new residential, commercial, and industrial land uses;

B. Provide areas for educational facilities, cultural and institutional uses, health services, parks and recreation, general government operations, utility and public service needs, transit facilities, and other similar and related supporting uses; and

C. Provide opportunities for outdoor recreation, and meet the recreational needs of Newark residents.

Additional purposes of each public and semi-public district are as follows:

PF public facilities. This district is intended for public facilities, such as fire stations, city offices, libraries, corporation yards, pumping stations, transportation facilities, utilities, schools, institutional uses, residential uses providing one hundred percent of the units in the project (other than manager's units) as affordable to lower-income households, and other public and quasi-public uses. The public facilities district implements the public-institutional general plan land use designation.

TS transit station. This district is intended for transit stations and associated parking areas.

PK Park. The PK park district is intended to identify areas for active recreation, including city parks and other areas that support recreational activities. Typical uses include playgrounds, picnic areas, sports fields, golf courses, recreational clubs, and other appropriate recreational uses. This district implements the parks and recreation facilities general plan land use designation.

OS Open Space. The OS open space district is intended for undeveloped park lands, wildlife habitat, and wetlands. Land within this District is typically owned by public agencies. A limited number of recreational improvements such as trails and interpretive nature centers are allowed, however the intent of this district is to facilitate the restoration and enhancement of native habitat. The open space district implements the conservation-open space general plan land use designation.

17.10.020 Land use regulations.

Table 17.10.020, Land Use Regulations-Public and Semi-Public Districts, prescribes the land use regulations for public and semi-public districts. Use classifications are defined in Chapter 17.45, Use Classifications. In cases where a specific land use or activity is not defined, the director shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are prohibited. Section numbers in the right-hand column refer to other sections of this title. Numbers in parentheses refer to specific limitations listed at the end of the table.

TABLE 17.10.020: LAND USE REGULATIONS-PUBLIC AND SEMI-PUBLIC DISTRICTS

"P" Permitted Use; "M" Minor Use Permit Required; "C" Conditional Use Permit Required; "-" Use Not Allowed					
Use Classification	PF	TS	PK	OS	Additional Regulations
Residential					
Multi-unit	P - (6, 7)	- (7)	- (7)	- (7)	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Public/Semi-Public Uses					
Cemetery	P	-	-	-	
Colleges and Trade Schools	P	-	-	-	
Community Assembly	P	-	P(1)	-	
Community Garden	P	-	P	-	See Section 17.26.080, Community Garden
Cultural Institutions	P	-	P	-	
Day Care Centers	P	-	-	-	See Section 17.26.090, Day Care
Emergency Shelter	P	P	P	-	See Section 17.26.110, Emergency Shelter
Government Offices	P	-	-	-	
Hospital and Clinics					
Hospitals	P	-	-	-	
Clinic	P	-	-	-	
Instructional Services	P	-	-	-	
Park and Recreation Facilities	P	-	P	P(2)	

Parking Lots and Structures	P	P(4)	-	-	
Public Safety Facilities	P	-	-	-	
Schools	P	-	-	-	
Social Service Facilities	P	-	-	-	
Commercial Uses					
Animal Care, Sales, and Services					
Animal Sales and Grooming	C(3)	-	-	-	
Banks and Financial Institutions					
Banks and Credit Unions	-	P(4)	-	-	
Business Services	-	P(4)	-	-	
Commercial Entertainment and Recreation					
Indoor Sports and Recreation	M	-	M	-	
Outdoor Entertainment	C	-	C	-	
Outdoor Recreation	P	-	P	-	
Unmanned Aircraft Activities	-	-	M	M	Shall be consistent with Federal Aviation Administration Regulations and Policies
Eating and Drinking Establishments					
Restaurant, Limited Service	P(5)	P(4)	-	-	
Restaurant, Take-Out Only	P(5)	P(4)	-	-	
Farmer's Markets	P	P	C	-	See Section 17.26.120, Farmer's Markets
Offices					
Walk-In Clientele	-	P(4)	-	-	

Personal Services					
General Personal Services	-	P(4)	-	-	See Section 17.26.200, Personal Services
Retail Sales					
Convenience Markets	-	P(4)	-	-	
Food and Beverage Sales	P(5)	P(4)	-	-	
General Retail	P(5)	P(4)	-	-	
Transportation, Communication, and Utility Uses					
Communication Facilities					
Facilities within Buildings	P	-	-	-	
Telecommunication	See Section 17.26.250, Telecommunication Facilities				
Public Works and Utilities	P	-	-	-	
Recycling Facility					
Reverse Vending Machine	C	-	-	-	See Section 17.26.210, Recycling Facilities
Recycling Collection Facility	C	-	-	-	
Recycling Processing Facility	C	-	-	-	
Transportation Passenger Terminals	P	P	-	-	
Other Applicable Types					
Accessory Uses and Structures	See Section 17.17.020, Accessory Buildings and Structures, and Section 17.26.030, Accessory Uses				
Nonconforming Use	See Chapter 17.22, Nonconforming Uses				
Outdoor Dining and Seating	See Section 17.26.170, Outdoor Dining and Seating				
Outdoor Display and Sales	See Section 17.26.180, Outdoor Display and Sales				
Solar Energy Systems	See Section 17.26.240, Solar Energy Systems				
Temporary Use	See Section 17.26.260, Temporary Uses				
Specific Limitations: 1. Limited to facilities associated with park and recreation facilities.					

2. Limited to trails, wildlife preserves and open space uses that maintain the site in its natural state and protects wildlife habitats and wetlands. No building, structure or improvements shall be constructed in these areas, except for those required for public access, public restrooms, informational centers and signage, trash containers, parking facilities, and facilities needed for protecting environmental resources and general upkeep and maintenance of the property.
3. Limited to government or non-profit animal shelters located a minimum of one hundred feet from a residential use or district.
4. Limited to parking areas, and ancillary uses (i.e., coffee stand, dry cleaner, florist) that would benefit transit patrons of transit stations.
5. Limited to gift shops, cafes and restaurants accessory to cultural institutions, community assembly, and conference/convention centers.
6. Only residential projects that comply with all applicable objective standards and criteria of the underlying district and Chapter 17.28. Residential and Residential Mixed-Use Design Standards and provide one hundred percent of the units in the project as affordable to lower-income households, not including manager's units, are permitted.
7. If residential is a permitted use by-right under state law and any residential units are proposed, any Residential and Residential Mixed-Use Development is subject to the supplemental regulations in Chapter 17.28, Residential and Residential Mixed-Use Design Standards.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018)

17.10.030 Development standards.

Table 17.10.030, Development Standards-Public and Semi-Public Districts, prescribes the development standards for public and semi-public districts. Additional regulations are denoted in the right-hand column. Section numbers in this column refer to other sections of this title. See Section 17.10.050 and Chapter 17.28 for design standards for residential and residential mixed-use development.

TABLE 17.10.030: DEVELOPMENT STANDARDS-PUBLIC AND SEMI-PUBLIC DISTRICTS

Standard	PF	TS	PK	OS	Additional Regulations
Maximum Density (units/acre)	60 (A)	60 (A)	60 (A)	60 (A)	
Minimum Density (units/acre)	25 (A)	25 (A)	25 (A)	25 (A)	
Maximum Height (ft)	40, up to 65 with CUP approval; 65 for Residential	65	30	14	See Section 17.17.050, Height and Height Exceptions

	uses, 40 within 10 ft of an RS or RL District				
Minimum Setbacks (ft)					
Front	0	0	20	20	See Section 17.17.090 Projections into Yards and Required Building Separations
Interior Side	5	0	10	10	See Section 17.17.090, Projections into Yards and Required Building Separations
Street Side	5	0	10	10	See Section 17.17.090, Projections into Yards and Required Building Separations
Rear	5	0	10	10	See Section 17.17.090, Projections into Yards and Required Building Separations
Maximum Lot Coverage (% of lot)	90	n/a	n/a	5	

Specific Requirements:

A. Residential is not a permitted use, however, any residential and residential mixed-use development permitted by-right by state law is subject to the provisions of this Chapter and Chapter 17.28. Residential and Residential Mixed-Use Design Standards. A minimum residential density of 25 units/acre and maximum density of 60 units/acre are required if a residential use is permitted by-right under state law and any residential units are proposed.

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

17.10.040 Supplemental regulations.

Tree removal in PK and OS districts. Removal of trees of five inches or more in diameter at the base is prohibited except as approved by the park superintendent, with conditional use permit approval, or, in the case of public park

or public wildlife sanctuary facilities other than those owned by the city, with the approval of authorized agents or officials of the public agency owning the facilities.

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

17.10.050 Design standards for residential and residential mixed-use development.

A. Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.11 RESOURCE PRODUCTION DISTRICT

17.11.010 Purpose and applicability.

The specific purpose of the resource production district is to reserve areas suitable for natural resource production. Specifically, this district designates areas used for salt harvesting, refining and production, including man-made crystallizer beds used for salt crystallization, and related buildings, facilities, and operations for salt harvesting, stacking, sizing, packaging and/or distribution. This district implements the salt harvesting, refining, and production general plan land use designation.

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

17.11.020 Land use regulations.

Table 17.11.020, Land Use Regulations-Resource Production District, prescribes the land use regulations for the resource production district. Use classifications are defined in Chapter 17.45, Use Classifications. In cases where a specific land use or activity is not defined, the director shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are prohibited. Section numbers in the right-hand column refer to other sections of this title.

TABLE 17.11.020: LAND USE REGULATIONS-RESOURCE PRODUCTION DISTRICT		
"P" Permitted Use; "M" Minor Use Permit Required; "C" Conditional Use Permit Required; "-" Use Not Allowed		
Use Classification	RP	Additional Regulations
Residential Uses		
Caretaker Unit	M	See Section 17.11.040, Design standards for residential and residential mixed-use development
Public/Semi-Public Uses		
Public Safety Facilities	C	
Industrial Uses		
General Industrial	P	
Transportation, Communication, and Utility Uses		
Communication Facilities		
Telecommunication	See Section 17.26.250, Telecommunication Facilities	
Public Works and Utilities	C	

Other Applicable Types	
Accessory Uses and Structures	Uses ancillary to salt harvesting, refining, and production are allowed. See Section 17.26.030, Accessory Uses
Nonconforming Use	See Chapter 17.22, Nonconforming Uses
Solar Energy Systems	See Section 17.26.240, Solar Energy Systems
Temporary Use	See Section 17.26.260, Temporary Uses

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

17.11.030 Development standards.

Table 17.11.030, Development Standards-Resource Production Districts, prescribes the development standards for the resource production district. Additional regulations are denoted in a right-hand column. Section numbers in this column refer to other sections of this title. See Section 17.11.040 and Chapter 17.28 for design standards for residential and residential mixed-use development.

TABLE 17.11.030: DEVELOPMENT STANDARDS-RESOURCE PRODUCTION DISTRICT		
Standard	RP	Additional Regulations
Lot and Density Standards		
Minimum Lot Area (acres)	40	See Section 17.11.040, Design standards for residential and residential mixed-use development
Maximum Density	Caretaker housing only	
Building Form and Location Standards		
Maximum Height (ft)	35	See Section 17.17.050, Height and Height Exceptions
Minimum Setbacks (ft)		
Front	30	See Section 17.17.090, Projections into Yards and Required Building Separations
Side	25	See Section 17.17.090, Projections into Yards and Required Building Separations

Rear	25	See Section 17.17.090, Projections into Yards and Required Building Separations
Maximum Lot Coverage (% of lot)	20	

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

17.11.040 Design standards for residential and residential mixed-use development.

A. Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.12 PLANNED DEVELOPMENT (-PD) OVERLAY DISTRICT

17.12.010 Purpose.

The purpose of this chapter is to establish a planned development (-PD) overlay district that provides for one or more properties to be developed under a plan that provides for better coordinated development and incorporates development standards crafted to respond to site conditions in order to:

A. Provide for greater flexibility in the design of the developments than is otherwise possible through the strict application of zoning district regulations;

B. Ensure compliance with the general plan and provide various types of land use which can be combined in compatible relationship with each other as a part of a totally planned development; and

C. Promote creativity in building design and innovation in development concepts.

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

17.12.020 Zoning map designation.

A -PD overlay district shall be noted on the zoning map by the designation "-PD," followed by the number of the planned development or specific plan based on order of adoption.

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

17.12.030 Land use regulations.

No use other than an existing use is permitted in a -PD overlay district except in accord with a valid PD plan or specific plan.

A. Any permitted or conditional use authorized by this title may be included in an approved PD plan or an adopted specific plan consistent with the general plan land use designation(s) for the property.

B. In addition to permitted or conditional uses otherwise allowed in the CC, RC, and PO districts, residential uses may be allowed as part of a planned development. In the RC district, the minimum density of such housing is thirty units per acre or any higher minimum density where a higher minimum density has been established.

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

17.12.040 Development regulations.

A. Minimum Area. The minimum area of a -PD overlay district shall be ten thousand square feet; however, the city council may approve a smaller area if it finds that a PD would provide greater benefits to the general welfare of Newark's residents and property owners than development under conventional zoning because of unique characteristics of the site or the proposed use.

B. Residential Unit Density. Except where a density bonus is granted in compliance with Chapter 17.19, Density Bonus for Affordable Housing, the total number of dwelling units in a PD plan shall not exceed the

maximum number permitted by the general plan density for the total area of the planned development designated for residential use, excluding areas devoted to public and private streets.

C. Performance Standards. The performance standards prescribed by Chapter 17.24, Performance Standards, apply.

D. Other Development Regulations. Other development regulations shall be as prescribed by the PD plan.

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

17.12.050 Procedures.

A. Decision-Making Body. A -PD overlay district must be adopted by the city council. A public hearing before the planning commission is required prior to city council review; and the planning commission shall make a recommendation to the city council.

B. Review Procedures.

1. Zoning Amendment. An application for a -PD overlay district shall be processed as amendment to the zoning map, according to the procedures of Chapter 17.39, Amendments to Zoning Map and Text, and shall include a specific plan or PD plan.

2. PD Plan. The PD plan shall be accepted and processed concurrently, in the same manner as a conditional use permit application, pursuant to Chapter 17.35, Use Permits, except that the city council shall be the review authority.

3. Tentative Subdivision Map. When a PD requires the submission of a tentative subdivision map, this map and all supporting documents shall be prepared and submitted concurrently with the application of the PD.

C. Initiation. An application for a -PD overlay district shall be initiated by a property owner or authorized agent, planning commission, or the city council. If the property is not under a single ownership, all owners must join the application, and a map showing the extent of ownership shall be submitted with the application.

D. Application Content. A qualified applicant shall submit an application for a zoning amendment on a form prescribed by the planning division accompanied by the required fee. The planning division may require an applicant to submit such additional information and supporting data as considered necessary to process the application.

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

17.12.060 Required findings.

A PD plan and zoning amendment shall only be approved if all of the following findings are made:

A. The proposed development is consistent with the general plan and any applicable specific plan, including the density and intensity limitations that apply;

B. Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;

C. The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;

D. The development generally complies with applicable adopted standards and adopted design guidelines; and

E. The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.

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

17.12.070 Conditions.

In approving a PD plan and zoning amendment, the city council may impose reasonable conditions deemed necessary to:

A. Ensure that the proposal conforms in all significant respects with the general plan and with any other applicable plans or policies that the city has adopted;

B. Achieve the general purposes of this title or the specific purpose of the zoning district in which the project is located;

C. Achieve the findings listed above; or

D. Mitigate any potentially significant impacts identified as a result of review conducted in compliance with the requirements of the California Environmental Quality Act.

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

17.12.080 Expiration and renewal.

A. Expiration.

1. PD Plan. A PD plan shall be effective on the same date as the ordinance creating the -PD overlay district for which it was approved and shall expire three years after the effective date unless actions specified in the conditions of approval have been taken, or a building permit has been issued and construction diligently pursued. An approved PD plan may specify a development staging program exceeding three years.

2. Tentative Map. Where a tentative map has been approved in conjunction with a PD plan, the PD plan shall expire upon the expiration of the tentative map.

3. Phased Development. In the event that the applicant intends to develop the project in phases, and the city council approves phased development, the PD plan shall remain in effect so long as not more than one-year lapses between the end of one phase and the beginning of the next phase.

B. Renewal. An approved PD plan that has not been exercised may be renewed for a three-year period approved by the city council after a duly-noticed public hearing. Application for renewal shall be made in writing between thirty and one hundred twenty days prior to expiration of the original approval. The city council may renew a PD plan if it finds the renewal consistent with the purposes of this chapter.

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

17.12.090 Amendments of approved plans.

A. Changed Plans. Amendments to a -PD overlay district or PD plan or specific plan may be requested by the applicant or its successors. Amendments to the approved plan shall be classified as major or minor amendments. Upon receipt of an amendment application, the director shall determine if the proposed amendment constitutes a major or minor amendment.

B. Major Amendments. Major amendments to an approved -PD overlay district or PD plan or specific plan shall be considered by the city council at a duly noticed public hearing. An amendment will be deemed major if it involves one or more of the following changes:

1. A change in the boundary of the -PD overlay district;

2. An increase or decrease in the number of dwelling units for the -PD overlay district that is greater than the maximum or less than the minimum stated in the PD plan or specific plan (this does not apply to additional units allowed under the State Density Bonus program as prescribed in Chapter 17.19 Density Bonus for Affordable Housing);

3. An increase or decrease in the floor area for any non-residential land use that results in the floor area exceeding the minimum or maximum stated in the PD plan or specific plan (this does not apply to additional floor area allowed under the State Density Bonus program as prescribed in Chapter 17.19 Density Bonus for Affordable Housing);

4. Any change in land use or density that is likely to negatively impact or burden public facilities and utilities infrastructure as determined by the public works director;

5. Any change in land use or density that is likely to negatively impact or burden circulation adjacent to the -PD overlay district or to the overall major street system, as determined by the public works director; or

6. Any other proposed change to the PD plan or specific plan or the conditions of approval that substantively alters one or more of its components as determined by the director.

C. Minor Amendments. Amendments not meeting one or more of the criteria listed in Subsection B above shall be considered minor if they are consistent with and would not change any original condition of approval. Minor amendments may be approved by the director.

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

17.12.100 Status of specific plan.

A specific plan adopted by resolution of the city council shall be administered as prescribed by the council, consistent with Government Code Section 65450.

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

17.12.110 Development plan review.

Plans for a project in a -PD overlay district shall be accepted for planning and building permits or subdivisions only if they are consistent with an approved PD plan or specific plan and any conditions of approval. No project may be approved and no building permit issued unless the project, alteration or use is consistent with an approved PD plan or specific plan.

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

17.12.120 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.13 FORM BASED CODE (FBC) OVERLAY DISTRICT

17.13.010 Purpose.

Form based codes address the relationships between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks.

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

17.13.020 Applicability.

The standards and regulations of this chapter apply to areas designated with an -FBC extension on the zoning map. Except as provided in this chapter, all new structures and development, as well as alterations to existing structures, shall comply with the requirements of the base zoning district and all residential and residential mixed-use development shall comply with the requirements of Chapter 17.28 – Residential and Residential Mixed Use Design Standards as prescribed by Section 17.13.060.

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

17.13.030 Maximum height and required setbacks by street.

The following height, setback, and block standards apply on lots with frontage on the following streets:

A. Transit Station Entrance Road:

   1. Maximum Height. Six stories or seventy-five feet measured from finished grade at entry to the top of the ridge/parapet.

   2. Front Yard. The minimum front yard setback shall be zero feet; the maximum front yard setback shall be ten feet.

   3. Street Side Yard. The minimum side street yard setback shall be zero feet; the maximum side street yard setback shall be ten feet.

B. North Side of Enterprise Drive West, from Willow to Hickory:

   1. Maximum Height. Six stories or seventy-five feet measured from finished grade at entry to the top of the ridge/parapet.

   2. Front Yard. The minimum front yard setback shall be zero feet; the maximum front yard setback shall be twenty feet.

   3. Street Side Yard. The minimum side street yard setback shall be five feet; the maximum side street yard setback shall be ten feet.

C. South Side of Enterprise Drive West, from Willow to Hickory:

   1. Maximum Height. Six stories or seventy-five feet measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be eighteen feet.

3. Street Side Yard. The minimum side street yard setback shall be five feet.

4. Maximum Block Length. The maximum block length shall be six hundred feet.

5. Minimum Block Width. The minimum block width shall be four hundred fifty feet.

6. Maximum Percent of Buildings at Minimum Setback Line. Buildings may be located at the minimum setback line for a maximum of eighty percent of the length of the setback line.

D. Hickory Street:

1. Maximum Height. Four stories or fifty feet; two stories or twenty-five feet for accessory buildings. Building height is measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be eighteen feet.

3. Street Side Yard. The minimum side street yard/side of building setback shall be five feet.

E. Willow Street:

1. Maximum Height. Four stories or fifty feet; two stories or twenty-five feet for accessory buildings. Building height is measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be twenty-five feet.

3. Street Side Yard. The minimum side street yard setback shall be eight feet, three inches; the maximum side street yard setback shall be fifteen feet.

4. Maximum Percent of Buildings at Minimum Setback Line. Buildings may be located at the minimum setback line for a maximum of eighty percent of the length of the setback line.

F. Central Avenue:

1. Maximum Height. Four stories or fifty feet; two stories or twenty-five feet for accessory buildings. Building height is measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be eighteen feet.

3. Street Side Yard. The minimum side street yard/side of building setback shall be five feet.

G. Enterprise Drive East:

1. Maximum Height. Two and one-half stories or thirty feet maximum; two stories or twenty-five feet for accessory buildings. Building height is measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be eighteen feet.

3. Street Side Yard. The minimum side street yard setback shall be five feet.

4. Maximum Percent of Buildings at Minimum Setback Line. Buildings may be located at the minimum setback line for a maximum of eighty percent of the length of the setback line.

H. All Neighborhood Streets:

1. Maximum Height. Four stories or fifty feet; two stories or twenty-five feet for accessory buildings. Building height is measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be eighteen feet.

3. Street Side Yard. The minimum side street yard setback shall be five feet.

4. Maximum Percent of Buildings at Minimum Setback Line. Buildings may be located at the minimum setback line for a maximum of 80 percent of the length of the setback line.

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

17.13.040 General development standards.

The following development standards apply except where a more stringent requirement is established in Section 17.13.030, Maximum Height and Setback Standards by Street. See Section 17.13.060 and Chapter 17.28 for design standards for residential and residential mixed-use development.

A. Single- to Four-Unit Development. Table 17.13.040.A, Development Standards-Single-to Four Unit Development, prescribe the development standards for single-unit development with the following adjustments:

1. Lot depth for alley loaded residential development shall be measured from back of walk/centerline of paseo to the centerline of the alley.

2. For attached residential development with garages at the rear or front of the lot, the setback may be reduced to five feet to the garage door.

3. For front loaded single-unit residential development, the rear yard setback may be reduced to five feet for up to fifty percent of the lot width.

4. Building height shall be measured from the finished grade at the front entry to the top of the ridge/parapet.

5. Front setback shall be measured from back of sidewalk or centerline of paseo.

6. For all alley-loaded residential development, the setback may be reduced to four feet to the garage door. The setback to living space on second- and third-floors may be reduced to two feet from the edge of alley.

TABLE 17.13.040.A: DEVELOPMENT STANDARDS-SINGLE-TO-FOUR-UNIT DEVELOPMENT				
Standard	Single-Unit, Detached		Single Unit, Attached	
	Front Loaded	Alley Loaded	Front Loaded	Alley Loaded
Lot Dimensions				
Lot Width				
Minimum	32 ft	30 ft	15 ft	15 ft
Maximum	65 ft	60 ft	35 ft	35 ft
Lot Depth				
Minimum	45 ft	50 ft	50 ft	50 ft
Maximum	150 ft	150 ft	90 ft	90 ft
Setbacks				
Front				
Porch/stoops (minimum)	6 ft	6 ft	6 ft	6 ft
Building Face (minimum)	8 ft	8 ft	8 ft	8 ft
Building Face (maximum)	18 ft	16 ft	16 ft	16 ft
Rear				
Main Building (minimum)	10 ft	10 ft	10 ft	10 ft
Accessory Building (minimum)	5 ft (A)	4 ft (A)	5 ft (A)	5 ft (A)
Side				
Main Building (minimum)	3 ft 3 in	3 ft 3 in	3 ft 3 in	3 ft 3 in
Main Building at Corners (minimum)	8 ft 3 in	8 ft 3 in	8 ft 3 in	8 ft 3 in

Porch/stoops at Corners (minimum)	6 ft	6 ft	6 ft	6 ft
Accessory Building/Garage (minimum)	3 ft 3 in	3 ft 3 in	3 ft 3 in	3 ft 3 in
Accessory Building/Garage at Corners (minimum)	8 ft 3 in	8 ft 3 in	8 ft 3 in	8 ft 3 in
Site Coverage				
Maximum Site Coverage (not including porches)	60%	60%	75%	75%
Specific Requirements: A. On lots with access easements located at the rear of the property, the setback shall be measured from the easement boundary nearest the primary building.				

B. Commercial, Office, and Multi-Unit Development. Table 17.13.040.B, Development Standards-Commercial, Office, and Multi-Unit Development, prescribe the development standards for commercial, office, and multi-unit development. See Section 17.13.060 and Chapter 17.28 for design standards for residential and residential mixed-use development.

TABLE 17.13.040.B: DEVELOPMENT STANDARDS- COMMERCIAL, OFFICE, AND MULTI-UNIT DEVELOPMENT		
Standard	Commercial and Office	Multi-Unit
Building Form		
Maximum Length of Building Façade with no Courtyard Break (ft)	300	n/a
Maximum Building Depth (ft)	300	n/a
Setbacks		
From Public Right-of-Way		
Porches/Stoops/Balconies	n/a	6 ft min
Building	Ground floor: 0 min, 10 ft max Upper floors:	8 ft min

	10 ft where ground floor at 0 to 5 ft; 5 ft where ground floor at 5 to 10 ft	
From Other Buildings On-Site		
Residential Buildings	20 ft min	Front/front: 19 ft min Side/side: 10 ft min Front/side: 15 ft min
Community or Service Buildings	n/a	25 ft min
Building Form		
Non-residential Buildings	20 ft min	n/a
Carports	15 ft min	15 ft min
From Non-Street Property Line		
Of Single-Unit Dwelling, Attached or Multi-Unit Lot	20 ft min	10 ft min
Of Single-Unit Dwelling, Detached Lot	25 ft min	30 ft min
Non-residential Buildings	25 ft min	n/a
From On-Site Parking, Drive Aisle, or Lane	15 ft min	5 ft min

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018; Ord. No. 516, § 4(Exh. A), 9-26-2019)

17.13.050 Parking.

Parking shall be provided pursuant to Chapter 17.23, Parking and Loading, except as provided below:

A. Required Parking Spaces.

1. Senior Housing. For senior housing, parking shall be at 0.5 spaces per unit, inclusive of guest parking.

2. Commercial Uses. For all uses in the commercial use classification, parking shall be at three spaces per one thousand square feet.

B. Minimum Parking Space and Garage Dimensions. Minimum parking space/interior garage dimensions shall be as follows. Appliances such as washers, dryers, water heaters and utility sinks that take up the floor area of garages shall be outside of the required minimum dimensions.

1. Parallel striped spaces: Eight feet wide by twenty feet deep.

2. Single car garage: ten feet wide by twenty feet deep.

3. Two car, side by side, garage: twenty feet wide by twenty feet deep.

C. Maximum Garage Width.

1. For street facing garages, the maximum width of a driveway door shall be twenty-two feet.

2. A street loaded garage may not occupy fifty percent or more of a lot's width.

D. Maximum Driveway Width. Dwelling unit driveways that serve as parking areas shall be a maximum of twenty feet wide. If such parking areas are included, a pedestrian walkway connecting parking to the units is required.

E. Garage aprons directly adjacent to sidewalks shall be either less than five feet deep or more than eighteen feet deep as measured from the garage door. Parking shall not be allowed on aprons that are five feet or less.

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

17.13.060 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.14 OLD TOWN (-OT) OVERLAY DISTRICT

17.14.010 Purpose.

This overlay district provides supplementary design standards and modifies development standards for base districts located within the Old Town Newark Specific Plan Area. The overlay district accommodates a range of medium and high-density housing, and retail and service commercial uses; and encourages development in a vertical mixed-use pattern. It enforces design standards to support pedestrian connections, human-scaled design, housing opportunity, commercial viability, usable open spaces, and financial feasibility.

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.14.020 Applicability.

The standards and regulations of this chapter apply to the planning area designated in the Old Town Specific Plan and areas designated with the OT extension on the zoning map. Except as provided in this chapter, all new structures and development, as well as alterations to existing structures, shall comply with the requirements of the base zoning district. All residential and residential mixed-use development shall comply with the requirements of Chapter 17.28 – Residential and Residential Mixed Use Design Standards as prescribed by section 17.14.070.

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.14.030 Permitted uses.

Any use permitted in the underlying district which is combined with an -OT overlay district, shall be allowed subject to the permitting levels of the underlying district. Additionally, the following uses are permitted in the CMU-OT district, subject to a minor use permit:

A. Custom manufacturing.

B. Food and beverage manufacturing (small scale).

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.14.040 Supplementary design standards.

A. Facade Length. For buildings with facade lengths greater than sixty feet along Thornton Avenue, place an entry point at least every fifty feet along the Thornton Avenue frontage.

B. Ground-Floor Residential. Where residential uses occupy the ground-floor, the following requirements shall apply:

1. Residential units shall not be permitted on the ground-floor of a development fronting on Thornton Avenue, with the exception of live/work units, but may be located elsewhere on the ground-floor if set back a minimum of ten feet from the property line.

2. Stoops and/or common areas, such as lobbies, community rooms, and work-out spaces, are permitted on the ground-floor of Thornton Avenue frontage, up to the property line, as long as one or more windows or openings provide transparency into the common space.

C. Mixed-Use Residential Buildings. Mixed-use residential buildings shall meet the following standards:

1. On corner lots, residential lobbies shall be located on Thornton Avenue or within fifty feet from Thornton Avenue. If there is less than 25 feet of Thornton Avenue frontage for a residential lobby and a retail space, the Thornton Avenue frontage shall accommodate the retail space and the residential entry may be placed elsewhere. In a building with two or more retail entrances and a residential lobby on a single frontage, retail entrances shall be located adjacent to one another, such that residential lobbies do not break up continuous retail or inhibit future demising.

2. Work with the structural grid to minimize interruptions by columns. Place columns to maximize flexibility for reconfiguring commercial spaces over time. Maintain spacing of a minimum 30 feet in all directions for concrete or steel construction and fifteen feet in all directions for wood frame construction. Portions of parcels of less than 30 feet in width shall be exempt from this requirement.

3. Restaurants and food service businesses shall locate vents away from pedestrian areas and usable open spaces. Vents shall be located at least ten feet above grade on the Thornton Avenue frontage and adjacent to usable open spaces.

D. Open Space. Open space shall be designed as required by Chapter 17.28, with the following exceptions:

1. Location. Notwithstanding Section 17.28.060, required open space for single-, two-, or multi-unit buildings may be located in a required front or street side setback.

E. Commercial Entrances on Corner Lots. For lots with two or more frontages and containing at least twenty feet of frontage on Thornton Avenue:

1. At least one retail entrance shall be located on Thornton Avenue or at the corner intersection of the lot lines.

2. Notwithstanding subsection 17.08.040.F.4 or Section 17.28.070, corner parcels need not locate building entrances at a forty-five-degree angle.

F. Small Vendors. The overlay district accommodates small commercial vendor spaces, such as flower shops and craft vendors through tenant space demising. Notwithstanding subsection 17.08.040.A, small commercial vendor space may be accommodated as follows:

1. A space with a minimum dimension of two feet may be built into an exterior wall as a shelf for vending outdoors for existing or new development.

2. For an existing non-conforming commercial tenant space, further demising is allowed for the establishment of a stall or pop-up vendor with a minimum depth of five feet.

G. Back of House. Commercial loading, trash, and other back of house functions shall be accessed from alleys or rear of buildings, away from Thornton Avenue, unless the parcel does not have secondary access, so that they are accessible for deliveries and employees, and not disruptive to pedestrian circulation.

H. Refuse Collection. To supplement regulations in Section 17.17.120 (trash and recycling collection areas) and Section 17.28.060, the following standards apply to existing businesses and new development. The intent is to facilitate organized, consolidated, and clean refuse areas that do not obstruct the public realm:

    a. Location. Notwithstanding the requirements of subsection 17.17.120.B.2.b, waste and recycling storage areas may be located within parking areas, required street side setback, and be visible from the public right-of-way, and—in the case of existing buildings only may be located in the front yard setback—if they meet the screening and enclosure requirements in subsection 17.17.120.B.2. Storage areas may also be located in, and replace, a required parking space, if screening and enclosures are designed to the satisfaction of the community development director.

    b. Screening and Enclosures. Existing properties and businesses shall construct screening enclosures for refuse, as specified in subsection 17.17.120.B.2.d and e, as a condition of any building permit valued at fifty thousand dollars or higher, or upon approval of a change of use/use permit.

    c. Drainage. Existing properties and businesses shall provide floor drains in trash enclosures, as specified in subsection 17.17.120.B.2.j, as a condition of any building permit valued at one hundred thousand dollars or higher. Projects with one to four residential units subject to the provisions of Chapter 17.28 are exempt from this requirement.

    d. Shared Containers. Shared containers or dumpsters may service two or more commercial tenants on a single parcel, or two or more abutting parcels, to consolidate the space devoted to refuse containers.

    e. Pick-up Operations. On pick-up days, containers shall be placed back in enclosures or storage locations immediately following pick-up.

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.14.050 Supplementary design guidelines and standards.

A. Outdoor Dining. To supplement regulations in Section 17.26.170 (outdoor dining), the following standards apply to outdoor dining adjacent to the building edge:

    1. Connect restaurant interiors to outdoor seating areas by providing direct access through windows, doors, or other openings.

    2. Provide movable seating to facilitate flexibility in dining configurations and to support public health.

    3. Provide awnings, colonnades, umbrellas, or similar shade features.

B. Architectural Features. The following standard applies to new developments:

1. Incorporate public art, such as murals, gates, screens, and sculpture, as part of the building exterior. (Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.14.060 Parking.

Notwithstanding Chapter 17.23, the following modifications to parking standards shall apply:

A. Vehicle Parking Requirements. This chapter modifies the requirements in Table 17.23.040 as follows:

1. Multi-Unit Residential Building: Minimum of one and one-quarter spaces per unit; maximum of two spaces per unit. No additional guest parking required.

2. Group Residential: One-quarter per bedroom.

B. Parking Credits.

1. On-street parking along a lot's corresponding frontage lines shall be counted toward the parking requirement. Where an on-street parking space is adjacent to multiple lots, the credit shall be given to the development on the lot whose frontage contains more than fifty percent of the parking space length.

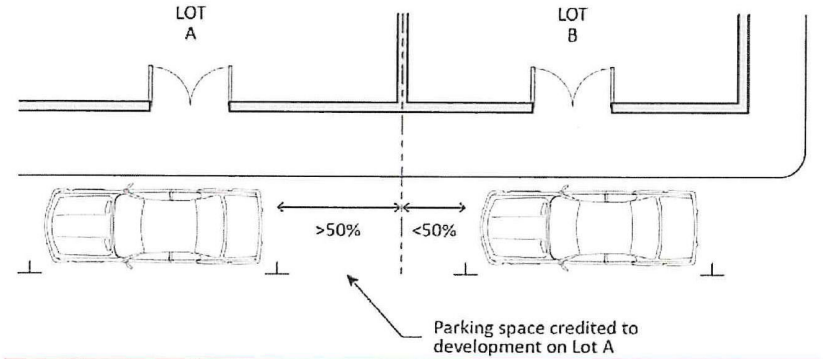


FIGURE 17.14.060.B.1: ON-STREET PARKING CREDIT

2. Where a use with a legal nonconforming parking deficiency is replaced, the new use shall receive a parking credit equal to the number of required automobile parking spaces unmet (based on this zoning) by the previous use.

C. Driveway Access. New driveway access to sites on Thornton Avenue that require vehicular movement across the sidewalk on Thornton Avenue shall be prohibited. Exceptions shall be granted where required by law; as applied to parcels owned, leased or controlled by the city; or in the case of interior lots or where sites are not accessible from any other public right of way.

D. Location. No off-street surface parking spaces shall be located between the front lot line and the front wall of a building fronting Thornton Avenue, except upon the granting of a minor use permit. To grant such a minor use permit, the city shall make the following findings:

1. That the parking spaces are required by Section 17.23.040.

2. That there is no other feasible way to provide the required parking.

3. That all applicable provisions of the design standards in Section 17.23.090 and Chapter 17.28 have been met.

E. Long-Term Bicycle Parking Requirements. This chapter modifies the requirements in subsection 17.23.070.B.1.a as follows:

1. Residential Uses. A minimum of one long-term bicycle parking space shall be provided for each apartment in a multi-unit development, and for each bedroom in a group residential and/or single room occupancy.

F. Multiple Uses. Retail parking shall be separated from residential parking in parking structures; retail parking areas shall not have access to residential entrances or parking spaces.

G. Mechanical Lifts. Mechanical parking lifts may be used for parking spaces intended and required for frequent users, such as residents and employees. Parking spaces intended and required for visitors, customers or infrequent users shall not use mechanical lifts unless an attendant is provided during all operating hours of the use the parking is intended to serve. Lift design must allow for removal of any single vehicle without necessitating the temporary removal of any other vehicle.

H. Wrapped Structured Parking. Structured parking is encouraged, but must be concealed from Thornton Avenue by wrapping with commercial or habitable uses. Alternatively, structured parking may be designed with sufficient architectural treatment, subject to the approval of the community development director. Unutilized air shafts between parking structures and wrapped uses are prohibited.

I. Unbundled Parking. Residential parking spaces in multi-unit or mixed-use rental projects shall be leased separately from dwelling units. No resident shall be required to lease a parking space.

17.14.070 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

Chapter 17.15 BY-RIGHT HOUSING (-BRH) OVERLAY ZONE DISTRICT

17.15.010 Purpose.

This overlay zone district provides supplementary land use, affordable housing requirements, and review procedures for base districts located within the city. The overlay zone district implements requirements of state law regarding streamlined review procedures for residential projects identified in the city's adopted general plan housing element that have been "carried over" from previously adopted housing elements. This zone district does not modify permitted uses, nor does it restrict property owners from developing projects consistent with the requirements provided in this title for the base or underlying zone district.

(Ord. No. 547, § 4(Exh. B), 1-11-2024)

17.15.020 Applicability.

The standards and regulations of this chapter apply to the planning area designated with the -BRH extension on the zoning map. Except as provided in this chapter, all new structures and development as well as alterations to existing structures, shall comply with the requirements of the base zoning district and Chapter 17.28 – Residential and Residential Mixed Use Design Standards. See Section 17.15.050 for design standards for residential and residential mixed-use development.

(Ord. No. 547, § 4(Exh. B), 1-11-2024)

17.15.030 Permitted uses.

Any use permitted in the underlying district that is combined with a -BRH overlay zone district shall be allowed subject to the procedures of the underlying district, as modified by the -BRH district.

(Ord. No. 547, § 4(Exh. B), 1-11-2024)

17.15.040 Procedures.

A. Residential Uses Allowed By-Right. Residential projects that comply with all applicable objective standards and criteria applicable to the underlying district, include a minimum of twenty dwelling units per acre, and provide twenty percent of the units in the project as affordable to lower-income households do not require discretionary review under this title. Lower income shall have the same meaning as in Health and Safety Code section 50079.5. Qualifying projects are still subject to design review, except that such design review shall be ministerial, notwithstanding anything in NMC Chapter 17.35 to the contrary.

B. Requirements for Affordable Units. The developer of a residential project under this chapter shall comply with the provisions of NMC 17.18.060 for the residential units designated as affordable to lower-income households, consistent with applicable requirements in state law. Where the requirements of state law conflict with the requirements of this title, state law shall prevail.

(Ord. No. 547, § 4(Exh. B), 1-11-2024)

17.15.050 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.17 GENERAL SITE REGULATIONS

17.17.010 Purpose and applicability.

The purpose of this chapter is to prescribe development and site regulations that apply, except where specifically stated, to development in all districts. These standards shall be used in conjunction with the standards for each zoning district established in Article II, Base and Overlay District Regulations. In any case of conflict, the standards specific to the zoning district shall override these regulations. For residential and residential mixed-use development subject to Chapter 17.28 Residential and Residential Mixed-Use Design Standards, the standards contained in Chapter 17.17 shall be used in conjunction with the standards established in Section 17.28.060 as described in Section 17.28.020.

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

Chapter 17.21 LANDSCAPING

17.21.020 Applicability.

The provisions of this chapter shall apply to the following:

A. All new development.

B. Additions to multi-unit and non-residential development that expand existing floor area by ten percent or more.

C. All new and rehabilitated landscaping projects that include new irrigated landscaping over five hundred square feet.

D. Exceptions. The provisions of this chapter do not apply to the following:

1. Farming, agriculture, and crop production including vegetable gardens, vineyards, and small orchards.

2. Public recreational areas (designated for active play, recreation, interpretation or public assembly).

3. Registered local, state or federal historical sites.

4. Habitat restoration projects that do not require a permanent irrigation system.

5. Mined-land reclamation projects that do not require a permanent irrigation system.

6. Existing plant collections, as part of botanical gardens and arboretums open to the public.

E. For residential and residential mixed-use development subject to Chapter 17.28 Residential and Residential Mixed-Use Design Standards, the standards contained in Chapter 17.21 shall be used in conjunction with the standards established in Section 17.28.060 as described in Section 17.28.020.

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

17.23 PARKING AND LOADING

17.23.090 Parking area design and development standards.

All parking areas except those used exclusively for stacked or valet parking, shall be designed and developed consistent with the following standards. Parking areas used exclusively for stacked or valet parking are subject only to Subsections I through M. Stacked or valet parking areas which will allow parking at some times without attendants must be striped in conformance with the layout requirements of this section.

For residential and residential mixed-use development subject to Chapter 17.28 Residential and Residential Mixed-Use Design Standards, the standards contained in Section 17.23.090 shall be used in conjunction with the standards established in Section 17.28.060 as described in Section 17.28.020.

A. Tandem Parking.

1. Tandem parking is not permitted to satisfy the off-street parking requirement except for residential parking if all the following requirements are satisfied:

    a. The minimum dimension of any tandem parking space shall be nine feet wide by thirty-eight feet deep.

    b. A tandem parking space shall only count as two required parking spaces if both spaces in the tandem parking space are reserved exclusively for use by a single residential unit.

2. Tandem parking shall only be permitted to count as two required parking spaces in parking areas or structures available to multiple residential units if a parking management program is in place to ensure that both spaces in a given tandem parking space are reserved exclusively for use by a single residential unit.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018)

Chapter 17.46 DEFINITIONS

Dwelling unit, primary. An existing or proposed residential structure to which an accessory dwelling unit is accessory.

Onsite amenities. Areas provided for use by building tenants that may include but are not limited to the following: community gardens, outdoor kitchens or barbeque (BBQ) areas, playgrounds, dog parks, swimming pools, exercise areas, and sport courts. Landscaping, turf or lawn areas, or open courtyard and patio seating areas.

Open space. Area that is not fully enclosed by walls or solid roof that allows for outdoor living, recreation, and/or the creation and maintenance of natural and planted areas.

Open space, common. Open space accessible to all dwelling units in the development.

Open space, private. Open space accessible to only one dwelling unit.

Residential development. One or more structures containing one or more dwelling units with no non-residential uses other than incidental accessory uses.

Residential mixed-use development. One or more residential units located in the same building, parcel, or planning application as a commercial, office, or other non-residential use(s).

Wall plane. A continuous flat area of wall surface that is not broken by a change in depth or angle.

Chapter 17.07 RESIDENTIAL DISTRICTS

17.07.010 Purpose and applicability.

The specific purposes of residential districts are to:

A. Provide for a full range of housing types consistent with the general plan;

B. Preserve, protect and enhance the character of the city's different residential neighborhoods and the quality of life of city residents;

C. Ensure adequate light, air, privacy, and open space for each dwelling;

D. Ensure that the scale and design of new development and alterations to existing structures are compatible with surrounding residential development~~homes~~ and appropriate to the physical characteristics of the site and the area where the project is proposed; and

E. Provide sites for public and semi-public land uses such as parks, schools, day care, and other community uses that will serve city residents and will complement surrounding residential development.

Additional purposes of each residential district are as follows:

RS residential single family. This district is intended for residential densities up to 8.7 units per net acre. It provides for single-unit ~~family~~ residential developments on lots typically larger than five thousand square feet. In addition to single-unit~~family~~ residential development ~~homes~~, this district provides for other compatible uses, such as schools, childcare centers, parks, and community facilities that may be appropriate in a single-unit ~~family~~ residential neighborhood. This district implements the low density residential general plan land use designation.

RL residential low density. This district is intended for residential densities up to fifteen units per net acre. Densities at the higher end of this range are only allowed on properties which have their primary access on an arterial or collector street. ~~and which are found to be compatible with the character and intensity of residential development in the area.~~ This district provides for small lot single-unit ~~family~~ residential development~~homes, zero lot line and patio homes~~, mobile home parks, and other areas characterized by a mix of older single-unit~~family homes~~ and small multi-unit buildings. These areas have the basic characteristics of single-unit~~family~~ neighborhoods. In addition, this district provides for other compatible uses, such as schools, childcare centers, parks, and community facilities that may be appropriate in a low--density residential neighborhood. This district implements the low-medium density residential general plan land use designation.

RM residential medium density. This district is intended for residential densities from fourteen to thirty units per net acre. Densities at the higher end of this range are only allowed on properties which have their primary access on an arterial or collector street. ~~and which are found to be compatible with the character and intensity of residential development in the area.~~ This district provides for garden apartments and condominiums, townhomes, row houses, four- to eight-~~plexes~~unit residential development, and older areas that contain a mix of multi-unit~~family~~ and single-unit residential development~~family homes~~ within this range. These areas tend to be multi-unit~~family~~ in character but retain some of the characteristics of suburban neighborhoods. In addition, this district

provides for other compatible uses, such as schools, childcare centers, parks, and community facilities that may be appropriate in a medium density residential neighborhood. This district implements the medium density residential general plan land use designation.

RH residential high density. This district is intended for residential densities from twenty-five to sixty units per net acre. It provides for apartment and condominium complexes that are generally three stories or more. On larger parcels with this designation, common open space and other shared amenities are typically provided. In addition, this district provides for other compatible uses, such as schools, childcare centers, parks, and community facilities that may be appropriate in a high-density residential neighborhood. This district implements the high density residential general plan land use designation.

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

17.07.020 Land use regulations.

Table 17.07.020, Land Use Regulations-Residential Districts, prescribes the land use regulations for residential districts. Use classifications are defined in Chapter 17.45, Use Classifications. In cases where a specific land use or activity is not defined, the director shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are prohibited. Additional regulations are denoted in the right-hand column. Section numbers in the right-hand column refer to other sections of this title.

TABLE 17.07.020: LAND USE REGULATIONS-RESIDENTIAL DISTRICTS					
"P" Permitted Use; "M" Minor Use Permit Required; "C" Conditional Use Permit Required; "-" Use Not Allowed					
Use Classification	RS	RL	RM	RH	Additional Regulations
Residential Uses					
Residential Housing Types					
Single-Unit Dwelling, Detached	P	P	P	P	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Single-Unit Dwelling, Attached	P-	P	P	P	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Two-Unit Dwelling	-	P	P	P	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards

Multi-Unit Development	-	P	P	P	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Accessory Dwelling Unit	P	P	P	P	See Section 17.26.040, Accessory Dwelling Units
Guesthouse	P	P	P	P	See Section 17.26.280, Guesthouse
Lodging House	P	P	P	P	See Section 17.46.120, Lodging House
Family Day Care					
Small	P	P	P	P	
Large	M	M	M	M	See Section 17.26.090, Day Care
Group Residential	-	-	M	M	
Residential Care Facilities					
Small	P	P	P	P	
Large	-	M	M	M	See Section 17.26.220, Residential Care Facilities
Residential Facility, Assisted Living	-	M	M	M	
Single Room Occupancy	-	-	-	C	See Section 17.26.230, Single Room Occupancy Units
Supportive Housing Transitional Housing	Transitional and supportive housing constitute a residential use and are subject only to those restrictions that apply to other residential uses of the same type in the same district.				
Public/Semi-Public Uses					

Community Assembly	C	C	C	C	
Community Garden	P	P	P	P	See Section 17.26.080, Community Gardens
Cultural Institutions	-	C	C	C	
Day Care Centers	-	C	C	C	See Section 17.26.090, Day Care
Emergency Shelter	-	-	M	P	See Section 17.26.110, Emergency Shelters
Government Offices	C	C	P	P	
Hospital and Clinics					
Skilled Nursing Facility	-	-	C	C	
Park and Recreation Facilities	P	P	P	P	
Public Safety Facilities	C	C	P	P	
Schools	C	C	C	C	
Social Service Facilities	-	-	M	M	
Transportation, Communication, and Utility Uses					
Communication Facilities					
Telecommunication	See Section 17.26.250, Telecommunication Facilities				
Public Works and Utilities	C	C	C	C	
Other Applicable Types					
Accessory Uses and Structures	See Section 17.17.020, Accessory Buildings and Structures, and Section 17.26.030, Accessory Uses				
Home Occupations	See Section 17.26.140, Home Occupations				
Nonconforming Use	See Chapter 17.22, Nonconforming Provisions				
Solar Energy Systems	See Section 17.26.240, Solar Energy Systems				
Temporary Use	See Section 17.26.260, Temporary Uses				

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018; Ord. No. 516, § 4(Exh. A), 9-26-2019)

17.07.030 Development standards.

Table 17.07.030, Development Standards-Residential Districts, prescribes the development standards for residential districts. Additional regulations are denoted in the right-hand column. Section numbers in this column refer to other sections of this title. See Section 17.07.040 and Chapter 17.28 for design standards for residential and residential mixed-use development.

TABLE 17.07.030: DEVELOPMENT STANDARDS-RESIDENTIAL DISTRICTS					
Standard	RS	RL	RM	RH	Additional Regulations
Lot and Density Standards					
Density (units/net acre)					
Maximum	8.7	11; up to 15 subject to (A) below	22; up to 30 subject to (A) below, 50 within the Old Town Specific Plan area	60	
Minimum	n/a	n/a	14, 20 within the Old Town Specific Plan area (BD)	25	
Minimum Lot Size (sq ft)	RS-10,000: 10,000 RS-8,000: 8,000 RS-7,000: 7,000 RS-6,000: 6,000	6,000, 3,000 for Single-Unit Dwelling, Detached	6,000	6,000	
Minimum Lot Width (ft)	RS-10,000: 80 RS-8,000: 70 RS-7,000: 65 RS-6,000: 60	60	60	60	
Minimum Lot Depth (ft)	100	80	100	100	
Minimum Frontage on	60	40	40	40	

a Public Street (ft)					
Building Form and Location					
Maximum Height (ft)	30 (C)	35 (C)	75 (D); 48 within the Old Town Specific Plan area ~~, 35 within the Old Town Specific Plan Area within 20 ft of an RS or RL District~~(~~C~~E)	100~~, 35 within 120 ft of an RS or RL District~~(D)	See Section 17.17.050, Height and Height Exceptions. ~~Heights over 35 feet in the RM and RH Districts shall require a Minor Use Permit.~~
Minimum Setbacks (ft)					
Front	20 (F)	20 (F)	5~~15~~	5~~-15~~	See Section 17.17.090, Projections into Yards and Required Building Separations
Interior Side	5 (G), (H)	5(G)	5(G)	5(G)	See Section 17.17.090, Projections into Yards and Required Building Separations
Street Side	10 (I)	10 (I)	5~~8~~	5~~8~~	See Section 17.17.090, Projections into Yards and Required Building Separations
Rear	20	15	10	10	See Section 17.17.090, Projections into Yards and Required Building Separations

~~Distance Between Main Structures (ft)~~	~~n/a~~	~~n/a~~	~~10~~	~~10~~	~~See Section 17.17.090, Projections into Yards and Required Building Separations~~
Lot Coverage, Landscape, and Open Space Standards					
Maximum Lot Coverage (% of lot)	50 (J)	50 (J)	60~~55~~ (K), 65 within the Old Town Specific Plan area	60~~55~~ (K)	
Minimum Landscaping (% of lot)	25 (L)	25 (L)	25 (M)	25 (M)	At least half of the landscape area in RS District shall be provided along public rights-of-way or near sidewalks. See Chapter 17.21, Landscaping. See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Minimum Open Space (sq ft per residential unit)	~~n/a~~200 (N)	200 ~~400(C)~~ (N)	100~~300(C), 100 within the Old Town Specific Plan area~~	50~~200(C)~~	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards

Specific Requirements~~Limitations~~:

A. Additional Density, RL and RM Districts. Up to fifteen units/net acre in the RL district and up to thirty units/net acre in the RM district are allowed on properties which have their primary access on an arterial or collector street as defined in the General Plan ~~and which are found to be compatible with the character and intensity of residential development in the immediate area subject to conditional use permit approval~~.

~~B. Attached Single-Unit Dwellings. Required setbacks apply to the ends of rows of attached single-unit dwellings.~~

B. Minimum density of twenty units/net acre in the Old Town Specific Plan area applies to lot sizes at or greater than seven thousand five hundred square feet. Properties within this district and specific plan area are not considered nonconforming based on existing residential density that is less than the base density.

C. Height limit will be increased by 5 ft if two or more primary units are provided.

D. Height limits are further reduced to: 35 ft within 10 ft of an abutting RS or RL District along an interior side property line, 35 ft within 15 ft of an abutting RS or RL District along a rear property line.

E~~C~~. ~~Heights over thirty-five feet in the RM and RH Districts shall require a minor use permit, except w~~Within the Old Town Specific Plan area ~~where~~ building heights are further reduced to 35 within 20 ft of an RS or RL District. ~~building height up to the limit stated in Table 17.07.030 is permitted by right.~~

~~D. Minimum density of twenty du/ac in the Old Town Specific Plan area applies to lot sizes at or greater than seven thousand five hundred square feet. Properties within this district and specific plan area are not considered nonconforming based on existing residential density that is less than the base density.~~

F. Front setback will be reduced by 5 ft if two or more primary units are provided.

G. Attached Single-Unit Dwellings. Required setbacks apply to the ends of rows of attached single-unit dwellings.

H. There shall be no minimum interior side setback requirement along such portions of a property line where the adjoining parcel does not require a side setback.

I. Street side setback will be reduced by 2 ft if two or more primary units are provided.

~~I~~J. Maximum lot coverage will be increased to 60% if two or more primary units are provided.

K~~J~~. Maximum lot coverage will be increased to 70% if at least 85% of maximum allowed density is provided. Additional limitations in the Old Town Specific Plan area still apply.

~~K~~L. Minimum landscaping is decreased to 20% of lot if two or more primary units are provided.

M~~L~~. Minimum landscaping is decreased to 15% of lot if at least 85% of maximum allowed density is provided. Additional limitations in the Old Town Specific Plan area still apply.

N. Open space requirement will be reduced to 100 sq. ft. if two or more primary units are provided.

~~D. Open Space. Open space, unoccupied by main or accessory structures and open and unobstructed to the sky, shall be provided in accordance with the following standards:~~

~~1. Single-Unit and Two-Unit Development. Required usable open space may consist of a single area or several adjacent or separate areas.~~

~~a. Minimum Dimensions. Minimum dimension of fifteen feet.~~

~~b. Location.~~

~~i. Must be provided on the site at ground level.~~

~~ii. Required open space shall not be located in a required front or street side setback.~~

~~iii. No portion of required open space shall be used for driveways of off-street parking facilities.~~

~~2. Multi-Unit Development. Required usable open space may consist of a single area or several adjacent or separate areas. All occupants shall have access to and use of one or more of such areas.~~

~~a. Type of Open Space. A minimum fifty percent of the required open space shall be provided as common open space. The rest of the required open space shall be provided as private open space.~~

~~i. Private areas typically consist of balconies, decks, patios, fenced yards, and other similar areas outside the residence.~~

~~ii. Common areas typically consist of landscaped areas, patios, swimming pools, barbeque areas, tennis courts, playgrounds, turf, or other such improvements as are appropriate to enhance the outdoor environment of the development.~~

~~b. Minimum Dimensions.~~

~~i. Private Open Space. Private open space located on the ground level (e.g., yards, decks, patios) shall have no dimension less than ten feet. Private open space located above ground level (e.g., balconies) shall have no dimension less than six feet.~~

~~ii. Common Open Space. Minimum dimension of twenty feet.~~

~~c. Usability. A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface may be any practicable combination of lawn, garden, flagstone, wood planking, concrete, decking, or other serviceable, dust-free surfacing. Slope shall not exceed ten percent.~~

~~d. Location.~~

~~i. Required open space shall not be located in a required front or street side setback.~~

~~ii. No portion of required open space shall be used for driveways of off-street parking and loading facilities or as access to more than one dwelling unit.~~

iii. Open space may be located on the roof of buildings or required off-street parking facilities.

e. Accessibility.

i. Private Open Space. The space shall be accessible to only one living unit by a doorway to a habitable room or hallway.

ii. Common Open Space. The space shall be accessible to the living units on the lot. It shall be served by any stairway or other access way qualifying as an egress facility from a habitable room.

f. Screening. Required private open space shall be screened by a solid fence or visually solid fence not less than six feet in height when located at ground level and by a solid railing or visually solid railing not less than forty-two inches in height when located on a balcony or balconies.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018; Ord. No. 516, § 4(Exh. A), 9-26-2019; Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.07.040 Supplemental regulations.

A. Paving. The maximum amount of paving in street-facing yards is fifty percent of the required yard.

B. Parking of Commercial Vehicles Prohibited. No commercial vehicle in excess of ten thousand pounds manufacturer's gross vehicle weight rating shall be parked or stored on any lot in a residential district. This section shall not prohibit temporary parking of any such vehicle while making pickups or deliveries or providing services for the residents of the lot on which the vehicle is parked.

C. Vehicle and Equipment Repairs or Fabrication. Repair, fabrication or other work on automobile or vehicle or equipment on residential premises shall be subject to the following conditions and restrictions:

1. Such work shall be limited to those vehicles or equipment which may be stored within a private garage upon residential premises.

2. Such work shall be done only upon such vehicles or equipment which are owned by an occupant of the residential premises.

3. Such work shall be done only between the hours of 8:00 a.m. and 8:00 p.m.

4. Such work shall not be done in a public right-of-way.

5. Storage of parts for such vehicles or equipment on the premises shall be limited to those parts reasonably necessary for the repair of the occupant's vehicle or equipment.

6. Such work shall be limited to minor repair and service on noncommercial vehicles to include such things as battery replacement, tire repair, brake servicing, changing of small parts, oil changes and lubrication, engine tune-up and similar routine maintenance and preventative maintenance work.

D. Single Unit Attached and Multi-Unit Development. All attached single unit and multi-unit development shall meet the following development standards. Exceptions may be granted through design review to accommodate alternative design solutions.

1. Building Entrances.

a. Orientation. All units located along public rights-of-way must have the primary entrance facing this right-of-way. Exceptions to this requirement may be approved for projects where multi-unit housing is located on four-lane streets carrying high traffic volumes and/or streets that do not allow on-street parking. In such cases, the project may be oriented around courtyards.

b. Projection or Recess. Building entrances must have a roofed projection (such as a porch) or recess with a minimum depth of at least five feet and a minimum horizontal area of thirty square feet. Exceptions to this requirement may be approved for alternative designs that create a welcoming entry feature facing the street, such as trellis or landscaped courtyard entry.

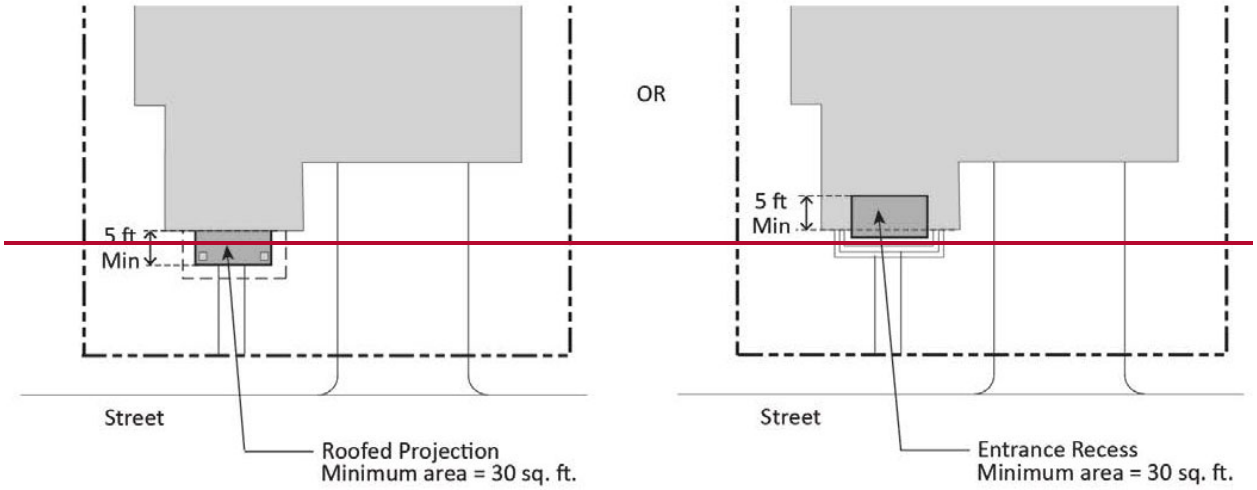


FIGURE 17.07.040.D.1.B: PROJECTION OR RECESS

c. Dwelling Unit Access. Exterior entrances to units shall be in a form of individual or shared entrances at the ground floor of the building. Unit entrances above the ground floor are also permitted; however, no exterior access corridor located above the ground floor may provide access to five or more units.

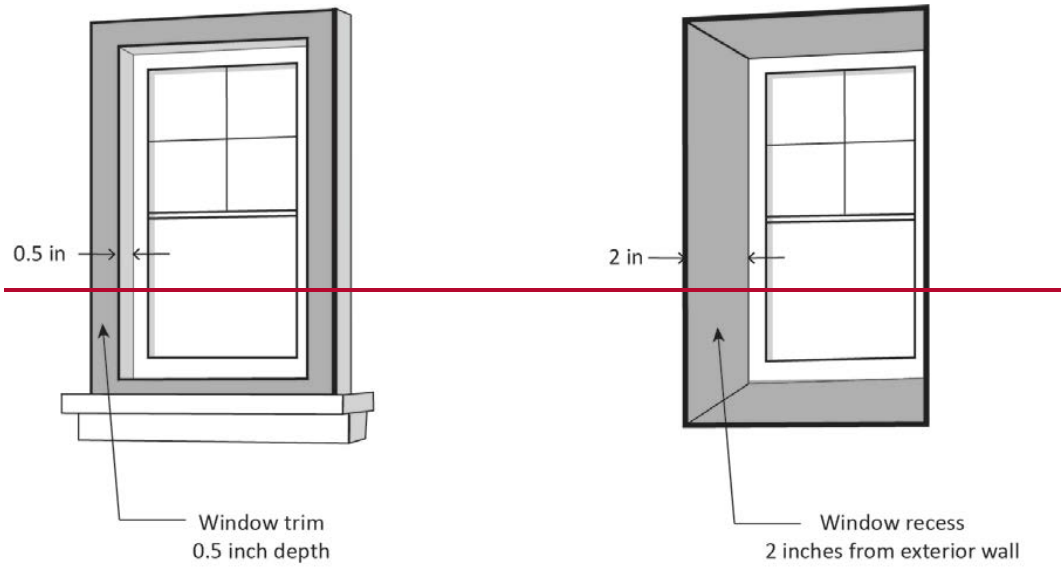
2. Building Design. Buildings shall include adequate design features to create visual variety and avoid a large-scale and bulky appearance.

a. Roof Line. The roof line at each elevation shall demonstrate an offset of at least eighteen inches for each one to three units exposed on that elevation. Large, continuous roof planes are prohibited.

The roof line for each elevation shall be offset at least
18 inches for each one to three units exposed on that elevation.

~~**FIGURE 17.04.040.D.2.A: ROOF LINE**~~

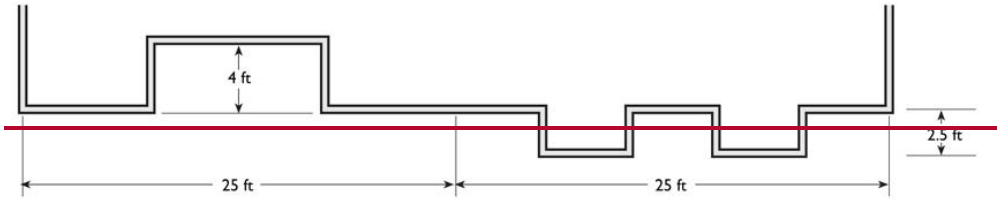
~~b. Window Trim or Recess. Trim at least one-half inch in depth shall be provided around all windows, or window must be recessed at least two inches from the plane of the surrounding exterior wall.~~



~~**FIGURE 17.07.040.D.2.B: WINDOW TRIM OR RECESS**~~

~~c. Façade Articulation. All street-facing façades shall have at least one horizontal or vertical projection or recess at least two feet in depth, or two projections or recesses at least two and one-half feet in depth, for every twenty-five horizontal feet of wall. If located on a building with~~

two or more stories, the articulated elements must be greater than one story in height, and may be grouped rather than evenly spaced in twenty-five-foot modules. Building entrances and front porches and projections into required yards such as stoops, bays, overhangs, fireplaces, and trellises may count towards meeting this requirement.



Street-facing facades shall have at least one projection or recess at least 4 feet in depth, or two projections or recesses at least 2.5 feet in depth, for every 25 linear feet of wall.

FIGURE 17.07.040.D.2.C: FACADE ARTICULATION

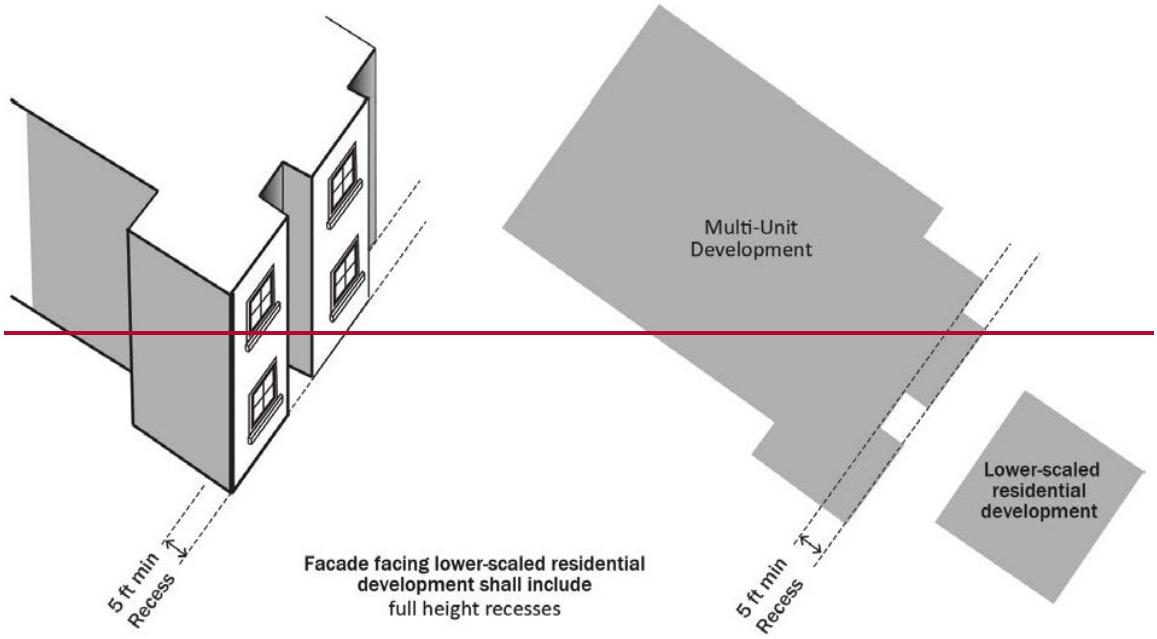
d. Façade Detailing and Materials. All visible building facades shall incorporate details, such as window and door trim, window recesses, cornices, changes in materials or other design elements, in an integrated composition. Each side of a building that is visible from a public right-of-way shall be designed with a complementary level of detailing and quality of materials.

e. Building Colors. Every building shall have at least two complementary colors.

f. Building Materials. All materials shall be high-quality to allow for long-term durability and appearance.

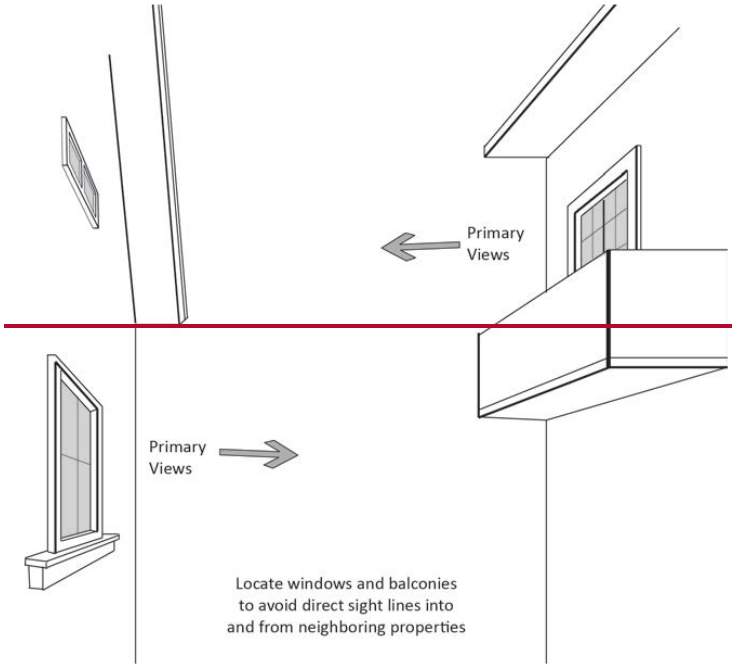
g. Transition Areas. Where new multi-unit development is built adjacent to existing lower-scaled residential development, the facade facing the existing lower-scaled residential development shall be designed to provide architectural relief and interest, while also respecting the scale of adjacent neighbors.

i. Full-Height Recesses. Full-height recesses, a minimum of five feet deep, shall be provided along the facade to break the building into smaller discrete masses.



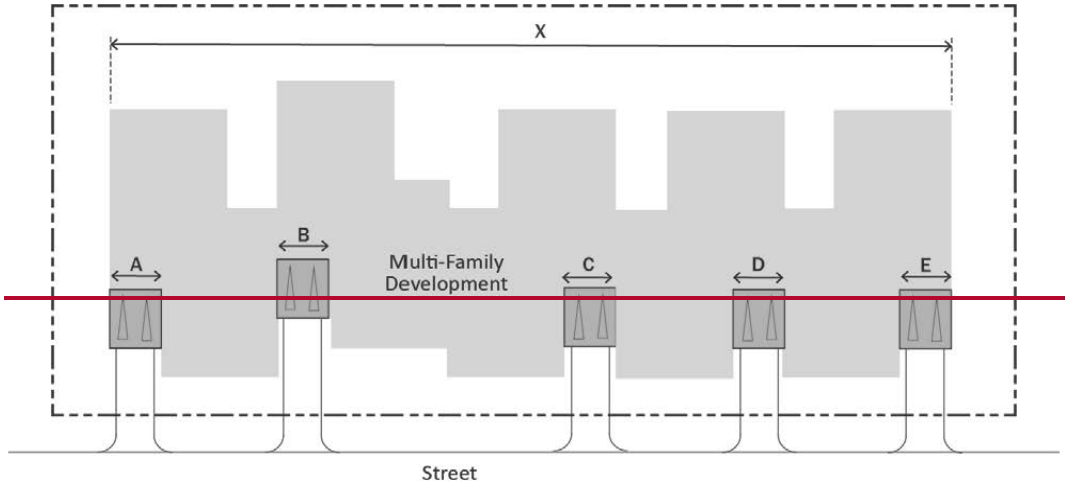
~~**FIGURE 17.07.040.D.2.G.I: FULL-HEIGHT RECESSES**~~

~~ii. Window and Balcony Placement. Offset windows to avoid direct sight lines into and from neighboring properties. Position balconies and other private open space so they minimize views into neighboring properties.~~



~~**FIGURE 17.07.040.D.2.G.II: WINDOW AND BALCONY PLACEMENT**~~

~~3. Garage Frontage. Limit the appearance of attached garages. Garage width shall not exceed fifty percent of the linear street-facing elevation of any multi-unit development.~~

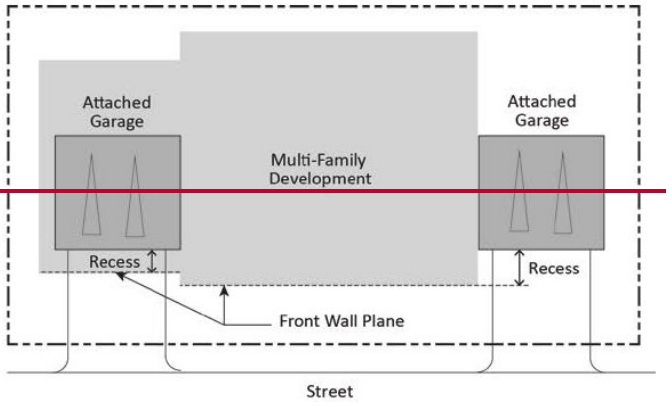


Attached garage width shall not exceed 50% of the linear street-facing elevation.
(A+B+C+D+E) < (X/2)

~~**FIGURE 17.07.040.D.3: GARAGE FRONTAGE**~~

~~a. Attached garages located on the unit frontage should be recessed behind the front elevation wall plane.~~

Attached garages should be recessed behind the front wall plane



~~**FIGURE 17.07.040.3.A: ATTACHED GARAGES**~~

b. Garage placement should minimize paved area and maximize usable open space areas on the site.

4. Parking Area Limitation. Uncovered parking areas shall not exceed twenty percent of the total site area unless a greater area is approved through design review.

5. Pedestrian Access. On-site pedestrian circulation and access shall be provided according to the following standards.

a. Internal Connections. A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.

b. To Circulation Network. Regular connections between on-site walkways and the public sidewalk and other planned or existing pedestrian routes shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage.

c. To Neighbors. Direct and convenient access shall be provided to adjoining residential and commercial areas to the maximum extent feasible while still providing for safety and security.

d. To Transit. Safe and convenient pedestrian connections shall be provided from transit stops to building entrances.

e. Pedestrian Walkway Design.

i. Walkways shall be a minimum of four feet wide, shall be hard-surfaced, and paved with concrete, stone, tile, brick, or comparable material.

ii. Where a required walkway crosses parking areas or loading areas, it must be clearly identifiable through the use of a raised crosswalk, a different paving material, or similar method.

iii. Where a required walkway is parallel and adjacent to an auto travel lane, it must be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or other physical barrier.

E. Single Family Residential Design Review Guidelines. The following projects are subject to single family residential design review process as adopted by the Planning Commission on April 24, 2007, or as amended:

1. New single family residences.

2. Second-story additions and exterior modifications to existing single-family residences.

3. Additions and exterior modifications at the front (including street side yards for corner lots) of existing single-family residences.

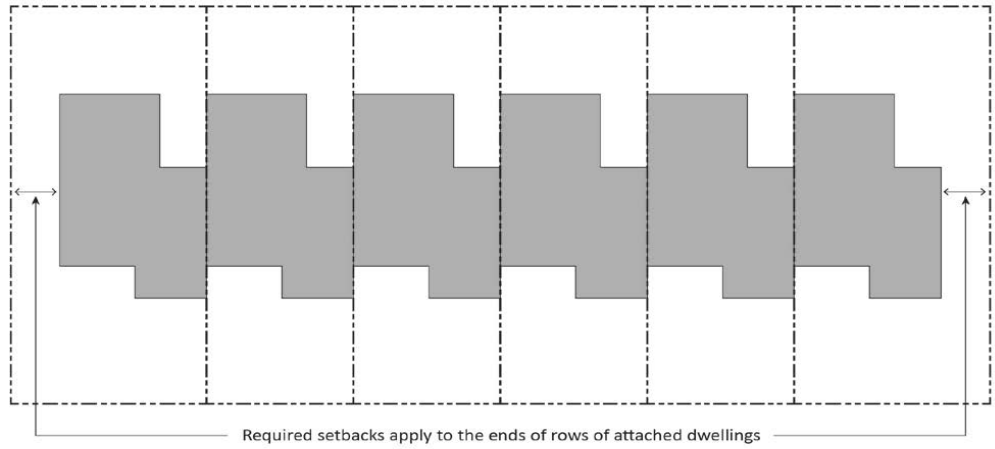


FIGURE 17.07.030.B: ATTACHED SINGLE-UNIT DWELLINGS

17.07.040 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 516, § 4(Exh. A), 9-26-2019)

17.07.050 Supplemental regulations.

A. Parking of Commercial Vehicles Prohibited. No commercial vehicle in excess of ten thousand pounds manufacturer's gross vehicle weight rating shall be parked or stored on any lot in a residential district. This section shall not prohibit temporary parking of any such vehicle while making pickups or deliveries or providing services for the residents of the lot on which the vehicle is parked.

B. Vehicle and Equipment Repairs or Fabrication. Repair, fabrication or other work on automobile or vehicle or equipment on residential premises shall be subject to the following conditions and restrictions:

1. Such work shall be limited to those vehicles or equipment which may be stored within a private garage upon residential premises.

2. Such work shall be done only upon such vehicles or equipment which are owned by an occupant of the residential premises.

3. Such work shall be done only between the hours of 8:00 a.m. and 8:00 p.m.

4. Such work shall not be done in a public right-of-way.

5. Storage of parts for such vehicles or equipment on the premises shall be limited to those parts reasonably necessary for the repair of the occupant's vehicle or equipment.

6. Such work shall be limited to minor repair and service on noncommercial vehicles to include such things as battery replacement, tire repair, brake servicing, changing of small parts, oil changes and lubrication, engine tune-up and similar routine maintenance and preventative maintenance work.

C. Single Family Residential Design Review Guidelines. Projects consisting of a single-unit dwelling (single-unit residential development) shall be subject to the applicable objective design and development standards in Chapter 17.28 Residential and Residential Mixed-Use Design Standards, except that projects subject to Single-Unit Design Review pursuant to Section 17.34.020 shall comply with the applicable guidelines adopted by the Planning Commission on April 24, 2007, or as amended.

Chapter 17.08 COMMERCIAL AND MIXED USE DISTRICTS

17.08.010 Purpose and applicability.

The specific purposes of the commercial and mixed use districts are to:

A. Provide for the orderly, well-planned, and balanced development of commercial and mixed-use districts;

B. Designate adequate land for a full range of local- and regional-serving retail and commercial services consistent with the general plan to maintain and strengthen the city's economic resources;

C. Provide appropriately located areas for a range of commercial uses that provide for a variety of goods and services for residents, employees, and visitors;

D. Provide opportunities for a mix of complementary uses that may combine residential and non-residential uses or combine a variety of non-residential uses on the same site; and

E. Promote pedestrian-oriented, mixed-use commercial centers at appropriate locations.

F. Where housing is allowed:

1. Provide for a full range of housing types consistent with the general plan;

2. Preserve, protect and enhance the character of the city's different neighborhoods and the quality of life of city residents;

3. Ensure adequate light, air, privacy, and open space for each dwelling;

4. Ensure that the scale and design of new development and alterations to existing structures are compatible with surrounding residential development and appropriate to the physical characteristics of the site and the area where the project is proposed; and

Additional purposes of each commercial and mixed use district are as follows:

NC neighborhood commercial. This district is intended to provide areas for smaller-scale neighborhood shopping centers which provide goods, services, and businesses to meet the day-to-day needs of surrounding residential neighborhoods. These areas should be developed and maintained to provide convenient, walkable shopping destinations for nearby residents. As indicated in the Housing Element of the General Plan, structures that are entirely residential or entirely commercial are both permitted, but the optimal development form on larger sites includes housing located above ground level commercial. This district implements the neighborhood commercial general plan land use designation.

CMU commercial mixed use. This district is intended to support a combination of office, residential, and retail uses, with an emphasis on specialty commercial uses such as antique stores, boutiques, galleries, cafes, and restaurants. Development standards are intended to foster a walkable, pedestrian-oriented character that emphasizes a fine-grained building scale and streetscape. Structures that are entirely residential or entirely commercial are both permitted, but the optimal development form on larger sites includes housing located above

ground level ~~retail shops or services~~commercial. This district implements the commercial mixed use general plan land use designation.

CR commercial retail. This district is intended to support a pedestrian-oriented retail environment that encourages pedestrian activity. This district provides a variety of uses including, but not limited to, grocery, personal service, neighborhood serving retail, and entertainment. Development standards are intended to foster a walkable, pedestrian-oriented character that emphasizes a fine-grained building scale and streetscape. Parcels may include multiple land uses as individual buildings or within each building. This district implements the community commercial general plan land use designation.

CC community commercial. This district provides locations for services and businesses which meet the comparison shopping needs of the city's residents and workers. Such centers may include supermarkets, home improvement stores, variety stores, pharmacies, restaurants, and similar uses which serve the community. Larger-scale commercial uses such as hotels and office buildings are acceptable. Structures that are entirely residential or entirely commercial are both permitted, but the optimal development form on larger sites includes housing located above ground level commercial.~~Community commercial areas are generally not appropriate for residential use, although housing may be considered as a component of planned developments within these areas in the event a shopping center is reused~~. This district implements the community commercial general plan land use designation.

RC regional commercial. This district is intended to support the large scale shopping facilities. It includes a broad array of goods and services, including department stores, retail shops, restaurants, entertainment facilities, and similar uses which draw patrons from throughout Newark and the surrounding region. Uses such as hotels and corporate office buildings are acceptable. Housing at densities greater than thirty units per acre ~~may~~ are permitted to be included if such housing is a component of a vertically mixed-use building or planned development which is primarily oriented around regional retail uses. This district implements the regional commercial general plan land use designation.

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

17.08.020 Land use regulations.

Table 17.08.020, Land Use Regulations-Commercial and Mixed Use Districts, prescribes the land use regulations for commercial and mixed use districts. Use classifications are defined in Chapter 17.45, Use Classifications. In cases where a specific land use or activity is not defined, the director shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are prohibited. Section numbers in the ~~right~~ right-hand column refer to other sections of this title. Numbers in parentheses refer to specific limitations listed at the end of the table.

TABLE 17.08.020: LAND USE REGULATIONS-COMMERCIAL AND MIXED USE DISTRICTS						
"P" Permitted Use; "M" Minor Use Permit Required; "C" Conditional Use Permit Required; "-" Use Not Allowed						
Use Classification	NC	CMU	CR	CC	RC	Additional Regulations

Residential Uses						
Residential Housing Types						
Single-Unit Dwelling, Attached	P (2)-	P(1, 2)	-	-	-	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Multi-Unit Development	P (2)-	P(1, 2)	-	P (2)-	P ~~C~~(2)	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Family Day Care						
Small	-	P	-	-	-	
Group Residential	-	M(1)	-	-	-	
Residential Care Facilities						
Small	-	P	-	-	-	
Single Room Occupancy	-	C(1)	-	-	-	See Section 17.26.230, Single Room Occupancy Units
Public/Semi-Public Uses						
Colleges and Trade Schools	C	C	C	M	M	
Community Assembly	C	C	C	C	C	
Cultural Institutions	M	M	M	M	M	
Day Care Centers	M	M	M	M	M	See Section 17.26.090, Day Care
Funeral Parlors and Interment Services	-	-	-	M	-	
Government Offices	P	P	P	P	P	
Hospital and Clinics						
Clinic	M	M	M	M	M	

Instructional Services	M	M	M	M	M	A minimum separation of 300 ft is required between two instructional services
Park and Recreation Facilities	M	M	M	M	M	
Parking Lots and Structures	M	M	M	M	M	
Public Safety Facilities	P	P	P	P	P	
Schools	M	M	M	M	M	
Social Service Facilities	-	M	M	M	M	
Tutoring Facilities	M	M	M	M	M	A minimum separation of 300 ft is required between two tutoring facilities
Commercial Uses						
Adult Business	-	-	-	P	-	See Section 17.26.050, Adult Oriented Businesses
Animal Care, Sales, and Services						
Animal Sales and Grooming	P	P	P	P	P	
Boarding/Kennels	-	-	-	C	C	
Veterinary Services	M	M	M	M	M	
Artist's Studio	P	P	P	P	P	
Automobile/Vehicle Sales and Services						
Automobile Rentals	M	M	M	M	P	See Section 17.26.060, Automobile/Vehicle Sales and Services
Automobile/Vehicle Sales and Leasing	-	-	-	P	P	
Automobile/Vehicle Service and Repair, Minor	-	-	-	M	M	

Large Vehicle and Equipment Sales, Service and Rental	-	-	-	-	M	
Service and Gas Stations	C	-	-	M	M	
Washing	-	-	-	M	M	
Banks and Financial Institutions						
Banks and Credit Unions	P	P	P	P	P	
Check-Cashing Businesses	-	-	-	-	C	See Section 17.26.070, Check Cashing Business
Banquet Hall	-	-	-	-	C	
Business Services	P	P	P	P	P	
Commercial Entertainment and Recreation						
Cinema/Theaters	-	P	P	P	P	
Indoor Sports and Recreation	-	-	C	C	C	
Outdoor Entertainment	-	-	-	-	M	
Outdoor Recreation	-	-	-	-	M	
Drive-Through Facility	C	-	M	M	M	See Section 17.26.100, Drive-In and Drive-Through Facilities
Eating and Drinking Establishments						
Bars/Night Clubs/Lounges	-	M	M	M	M	
Restaurant, Full Service	M	M	M	M	M	
Restaurant, Limited Service	M	M	M	M	M	
Restaurant, Take-Out Only	M	M	M	M	M	
Farmer's Markets	P	P	P	P	P	See Section 17.26.120, Farmer's Markets
Food Preparation	M	M	M	M	M	
Hookah Lounge	-	-	-	P	-	See Section 17.26.150, Hookah Lounges

Live/Work Units	P-	P(1, 2)M	- -	P-	P(2)M	See Section 17.26.130, Live/Work Units
Lodging						
Hotels	C	C	P	P	P	
Motels	-	-	-	-	C	
Maintenance and Repair Services	M	M	M	M	M	
Nurseries and Garden Center	P	P	P	P	P	
Offices						
Business, Professional, and Technology	M	M	M	M	M	
Medical and Dental	M	M	M	M	M	
Walk-In Clientele	M	M	M	M	M	
Personal Services						
General Personal Services	M	M	M	M	M	See Section 17.26.200, Personal Services
Fortune, Palm, and Card Reader	-	-	-	P	-	
Massage Establishments	-	-	C	C	C	
Tattoo or Body Modification Parlor	-	-	-	P	-	
Retail Sales						
Building Materials Sales and Services	-	-	-	P	P	
Convenience Markets	P(3)	P(3)	P(3)	M(3)	M(3)	
Food and Beverage Sales	P(3)	P(3)	P(3)	P(3)	P(3)	
Gold, Semi-Precious, Precious Metal Buying Stores	-	-	-	-	C	
General Retail	P	P	P	P	P	

Pawn Store	-	-	-	-	C	
Secondhand Store	C	C	C	C	C	
Tobacco Retailer	-	-	-	-	C	See Section 17.26.270, Tobacco Retailers
Transportation, Communication, and Utility Uses						
Communication Facilities						
Telecommunication	See Section 17.26.250, Telecommunication Facilities					
Light Fleet-Based Services	C	C	C	C	C	
Recycling Facility						
Reverse Vending Machine	M	M	M	M	M	See Section 17.26.210, Recycling Facilities
Transportation Passenger Terminals	M	M	M	M	M	
Other Applicable Types						
Accessory Uses and Structures	See Section 17.17.020, Accessory Buildings and Structures, and Section 17.26.030, Accessory Uses					
Home Occupations	See Section 17.26.140, Home Occupations					
Live Entertainment	C	C	C	C	C	
Nonconforming Use	See Chapter 17.22, Nonconforming Provisions					
Outdoor Dining and Seating	See Section 17.26.170, Outdoor Dining and Seating					
Outdoor Display and Sales	See Section 17.26.180, Outdoor Display and Sales					
Solar Energy Systems	See Section 17.26.240, Solar Energy Systems					
Temporary Use	See Section 17.26.260, Temporary Uses					

Specific Limitations:

1. Single-Unit Dwelling, Attached uses are not permitted in the Old Town Newark Specific Plan area. Residential uses are not allowed on the ground floor along Newark Boulevard frontage and Thornton Avenue frontage, between the Union Pacific Railroad tracks and Olive Street.

2. Commercial ground floor areas are required pursuant to the standards established in Section 17.08.040 (F). Residential uses are ~~N~~not allowed on the ground floor of any façade facing a public right of way except for live work units. ~~Residential units shall be intended to support retail commercial uses of the project.~~

3. Conditional use permit pursuant to Chapter 17.35, Use Permits, is required for any establishment that either devotes forty percent or more of floor area or display area to, or derives seventy-five percent or more of gross sales receipts from, the sale or exchange of alcohol.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018; Ord. No. 516, § 4(Exh. A), 9-26-2019; Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.08.030 Development standards.

Table 17.08.030, Development Standards-Commercial and Mixed Use Districts, prescribes the development standards for commercial and mixed use districts. Additional regulations are denoted in the right-hand column. See Section 17.07.050 and Chapter 17.28 for design standards for residential and residential mixed-use development. Section numbers in this column refer to other sections of this title.

TABLE 17.08.030: DEVELOPMENT STANDARDS-COMMERCIAL AND MIXED USE DISTRICTS						
Standard	NC	CMU	CR	CC	RC	Additional Regulations
Lot and Density Standards						
Density (units/acre)						
Maximum	120~~-~~	~~60~~120, 100 within the Old Town Newark Specific Plan area	-	120~~-~~	120	
Minimum	~~-~~40	40, 30 within the Old Town Newark Specific Plan area	(F)~~-~~	40~~-~~	40~~30~~	
Minimum Lot Size (sq ft)	5,000	20,000	20,000	20,000	20,000	
Minimum Lot Width (ft)	50	100	100	100	100	
Height Standards						

Maximum Height (ft)	40 (D)~~, 30 within 20 ft of an RS or RL District boundary~~	60 (D), 75 within the Old Town Specific Plan area (G)~~, 48 within 20 ft of an RM District boundary, 35 within 20 ft of an RS or RL District boundary~~	75 (D)	100 (D)	250 (D)	See Section 17.17.050, Height and Height Exceptions
Minimum Ground Floor Height (ft)	18	18, 16 within the Old Town Specific Plan area	18	18	18	
Building Location Standards						
Minimum Setbacks (ft)						
Front	0	0	0	0	0	
Interior Side	0, 20 abutting an RS or RL ~~Residential~~ District, 5 abutting an RM or RH District, (E)	0, 20 abutting an RS or RL District, 5 abutting an RM or RH District, (E), (H) ~~a RS District boundary or any lot developed with a single family residence~~	0	0, 20 abutting an RS or RL District (10 within the Old Town Specific Plan area), 5 abutting an RM or RH District, (E) ~~a Residential District~~	0	See Section 17.17.090, Projections into Yards and Required Building Separations. Required setbacks apply to the ends of rows of attached single-unit dwellings
Street Side	0	0	0	0	0	

Rear	0, 20 abutting an RS or RL District, 10 abutting an RM or RH Districtabutting a Residential District	0, 10 abutting a RS Residential District boundary or any lot developed with a single family residence	0, 20 abutting an RS or RL District, 10 abutting an RM or RH District	0, 20 abutting an RS or RL District, 10 abutting an RM or RH District,abutting a Residential District, (-I)	0, 20 abutting an RS or RL District, 10 abutting an RM or RH District	See Section 17.17.090, Projections into Yards and Required Building Separations
Maximum Setbacks (ft)						
Front	n/a	10 (B)	n/a	n/a	n/a	
Street Side	n/a	10 (B)	n/a	n/a	n/a	
Landscaping and Open Space Standards						
Minimum Landscape Area (% of lot)	10	5, 0 within the Old Town Specific Plan area	10	10	10	See Chapter 17.21, Landscaping
Minimum Open Space (sq ft per residential unit)	50 (C)n/a	50 (C)	50 (C)n/a	50 (C)n/a	50 (C)	

Additional Development Standards.

A. Reserved.

B. Required Building Location, CMU District. The following building location requirements apply in the CMU district.

1. Build-to Line. Buildings shall be located within ten feet of street-facing property lines for at least sixty percent of the linear street frontage.

2. Corner Build Area. Buildings shall be located within ten feet of the property line within thirty feet of the street corner.

3. Frontage Improvements. The area between buildings and the property line shall be improved as part of a wider sidewalk, bicycle facility, outdoor dining/seating area, or with landscaping.

4. Exceptions and Waivers. These requirements may be modified or waived through design review or for projects subject to Chapter 17.28 Residential and Residential Mixed-Use Design Standards through the waiver procedures prescribed in Chapter 17.37 upon finding that:

   a. Entry courtyards, plazas, entries, or outdoor eating areas are located adjacent to the property line and buildings are built to the edge of the courtyard, plaza, or dining area.~~; or~~

   ~~b. The building incorporates an alternative entrance design that creates a welcoming entry feature facing the street.~~

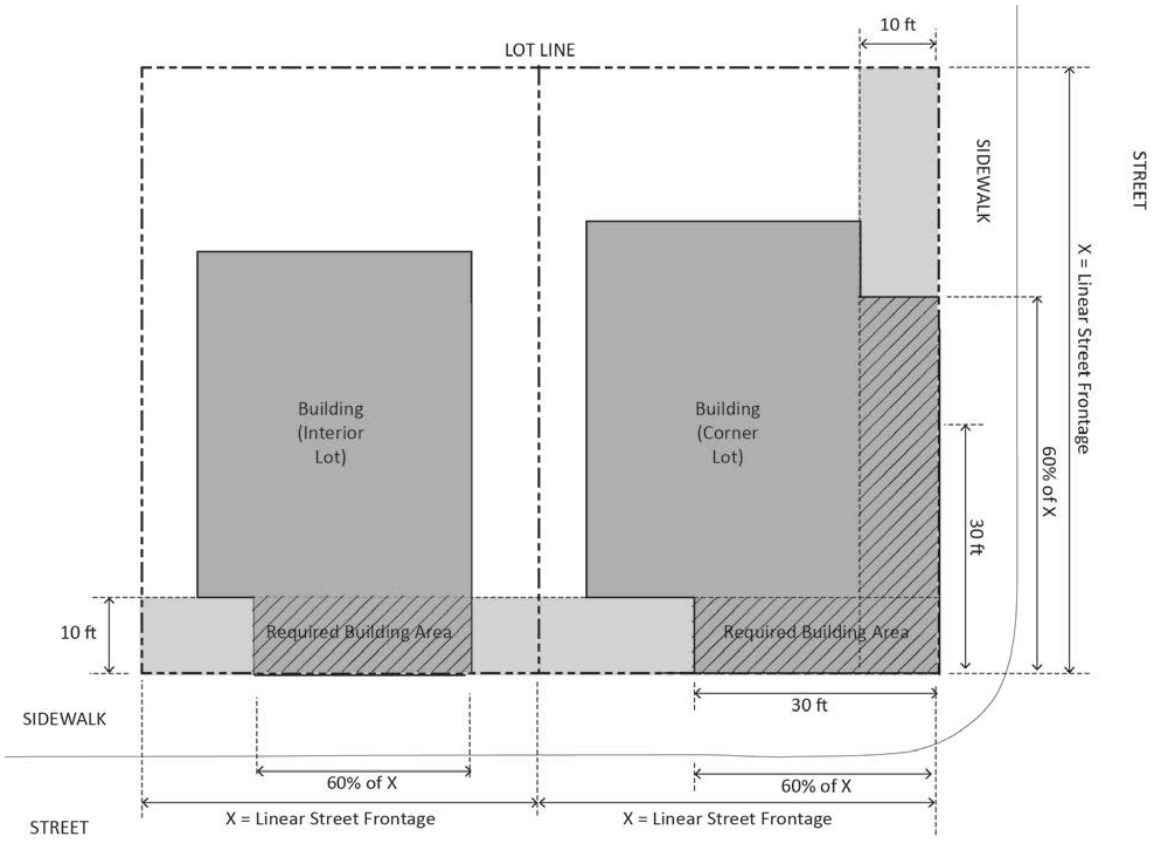


FIGURE 17.08.030.B: REQUIRED BUILDING LOCATION, CMU DISTRICT

C. Open Space. Required open space shall conform to the standards provided in 17.28.080. ~~Where required, open space, unoccupied by main or accessory structures and open and unobstructed to the sky, shall be provided in accordance with the following standards:~~

   ~~1. Configuration. Required usable open space may consist of a single area or several adjacent or separate areas. All occupants shall have access to and use of one or more of such areas.~~

~~2. Type of Open Space. Required open space shall be provided as private or common open space.~~

~~a. Private areas typically consist of balconies, decks, patios, fenced yards, and other similar areas outside the residence.~~

~~b. Common areas typically consist of landscaped areas, patios, swimming pools, barbeque areas, tennis courts, playgrounds, turf, or other such improvements as are appropriate to enhance the outdoor environment of the development.~~

~~3. Minimum Dimensions.~~

~~a. Private Open Space. Private open space located on the ground level (e.g., yards, decks, patios) shall have no dimension less than ten feet. Private open space located above ground level (e.g., balconies) shall have no dimension less than six feet.~~

~~b. Common Open Space. Minimum dimension of twenty feet.~~

~~4. Usability. A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface may be any practicable combination of lawn, garden, flagstone, wood planking, concrete, decking, or other serviceable, dust-free surfacing. Slope shall not exceed ten percent.~~

~~5. Location.~~

~~a. Required open space shall not be located in a required front or street side setback.~~

~~b. No portion of required open space shall be used for driveways of off-street parking and loading facilities or as access to more than one dwelling unit.~~

~~c. Open space may be located on the roof of buildings or~~ above ~~required off-street parking facilities.~~

~~6. Accessibility.~~

~~a. Private Open Space. The space shall be accessible to only one living unit by a doorway to a habitable room or hallway.~~

~~b. Common Open Space. The space shall be accessible to the living units on the lot. It shall be served by any stairway or other access way qualifying as an egress facility from a habitable room.~~

~~7. Screening. Required private open space shall be screened by a solid fence or visually solid fence not less than six feet in height when located at ground level and by a solid railing or visually solid railing not less than forty-two inches in height when located on a balcony or balconies.~~.

D. Transition standards for NC, CMU, CR, CC, RC Districts.~~:~~ Height limits are further reduced to: 35 ft within 10 ft of an abutting RS or RL District along an interior side property line, 35 ft within 15 ft of an abutting RS or RL District along a rear property line.

E. There shall be no minimum interior side setback requirement along such portions of a property line where the adjoining parcel does not require a side setback.

F. A minimum residential density of 40 units/acre is required if residential is permitted by right under state law and any residential units are proposed.

G. Transition standards for Old Town Specific Plan Area: Height limits are further reduced to 35 ft within 20 ft of an abutting RS or RL District along an interior side property line, 48 ft within 20 feet of an abutting RM District.

H. Interior side setbacks may be reduced to -5 feet within the Old Town Specific Plan area regardless of an abutting RS or RL use.

I. Rear setback of 10 feet allowed within the Old Town Specific Plan area regardless of abutting use.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.08.040 Supplemental regulations.

Applicability. Unless otherwise prescribed in Section 17.08.050, all non-residential uses in all commercial and mixed-use districts are subject to the supplemental regulations in this section. Residential uses subject to the standards of Chapter 17.28 are not subject to Section 17.08.040.

A. Minimum Dimensions of Leasable Area. Each individual lease space shall have a minimum width of thirty feet and a minimum depth of sixty feet. Modifications to these requirements may be granted where the review authority finds that site constraints are such that meeting the minimum leasable space dimensions is infeasible and the proposed leasable spaces are adequate to accommodate quality retail establishments.

B. Building Transparency/Required Openings. Exterior walls facing and within twenty feet of a front or street side lot line shall include windows, doors, or other openings for at least fifty percent of the building wall area located between two and one-half and seven feet above the level of the sidewalk. Such walls may run in a continuous plane for no more than thirty feet without an opening.

1. Design of Required Openings. Openings fulfilling this requirement shall have transparent glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three feet deep.

2. Exceptions for Parking Garages. Multi-level garages are not required to meet the ground-floor transparency requirement.

3. Reductions through Design Review. The building transparency requirement may be reduced or waived through design review upon finding that:

a. The proposed use has unique operational characteristics with which providing the required windows and openings is incompatible, such as in the case of a cinema or theater; and

b. Street-facing building walls will exhibit architectural relief and detail, and will be enhanced with landscaping in such a way as to create visual interest at the pedestrian level.

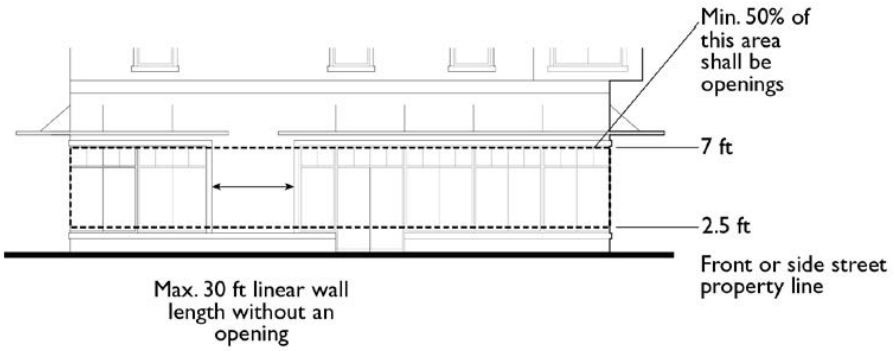


FIGURE 17.08.040.B: BUILDING TRANSPARENCY/REQUIRED OPENINGS

C. Exterior Building Materials and Colors.

1. A unified palette of quality materials shall be used on all sides of buildings.

2. Exterior building materials shall be stone, brick, stucco, concrete block, painted wood clapboard, painted metal clapboard or other quality, durable materials approved through design review.

D. Pedestrian Access. On-site pedestrian circulation and access shall be provided according to the following standards:

1. Internal Connections. A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.

2. To Circulation Network. Regular connections between on-site walkways and the public sidewalk shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the main entry and sidewalk, no more than one hundred twenty-five percent of the straight-line distance.

3. To Neighbors. Direct and convenient access shall be provided from commercial and mixed-use projects to adjoining residential and commercial areas to the maximum extent feasible while still providing for safety and security.

4. To Transit. Safe and convenient pedestrian connections shall be provided from transit stops to building entrances. Sidewalk "bulb-outs", or bus "pull-outs" may be required at potential bus stops serving commercial centers (building floor area over twenty-five thousand square feet) to provide adequate waiting areas for transit users and safety for passing motorists.

5. Interior Pedestrian Walkway Design.

a. Walkways shall have a minimum clear unobstructed width of six feet, shall be hard-surfaced, and paved with permeable materials.

b. Where a required walkway crosses driveways, parking areas, or loading areas, it must be clearly identifiable through the use of a raised crosswalk, a different paving material, or similar method.

c. Where a required walkway is parallel and adjacent to an auto travel lane, it must be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or other physical barrier.

E. Limitations on Curb Cuts. Curb cuts shall be minimized and located in the location least likely to impede pedestrian circulation. Curb cuts shall be located at least twenty feet from an intersection curb return or pedestrian cross walk. New curb cuts shall not be permitted on Thornton Avenue, between the Union Pacific Railroad tracks and Olive Street, except in the case of interior lots or where sites are not accessible from any public right-of-way.

F. Additional Supplemental Regulations, NC, CMU, CC, and RC Districts. The following additional supplemental regulations apply in the NC, CMU, CC, and RC districts:

1. Required ground floor commercial area shall be no less than fifteen percent of the gross lot area of the site.

   a. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve a plan that deviates from the above ground floor commercial requirement in residential mixed-use developments to accommodate required parking, utilities, and setbacks.

2. Building Articulation. Any building with a dimension over one hundred twenty-five feet wide shall be broken down to read as a series of buildings no wider than one hundred twenty-five feet each.

3. Building Orientation.

   a. Buildings shall be oriented to face public streets.

   b. Building frontages shall be generally parallel to streets.

   c. Buildings shall be designed and oriented to minimize the visual intrusion into adjoining residential properties. Window, balcony and deck locations shall be directed away from window areas of adjoining residences (on-site or off-site).

4. Building Entrances.

   a. The primary building entrance shall face a public sidewalk.

   b. Building entrances shall be emphasized with special architectural and landscape treatments.

   c. Entrances located at corners shall generally be located at a forty-five-degree angle to the corner and shall have a distinct architectural treatment to animate the intersection and facilitate pedestrian flow around the corner. Different treatments may include angled or rounded corners, arches, and other architectural elements.

d. All building and dwelling units located in the interior of a site shall have entrances ~~from a sidewalk that is designed as an extension of the public sidewalk and~~ that connect to a public sidewalk.

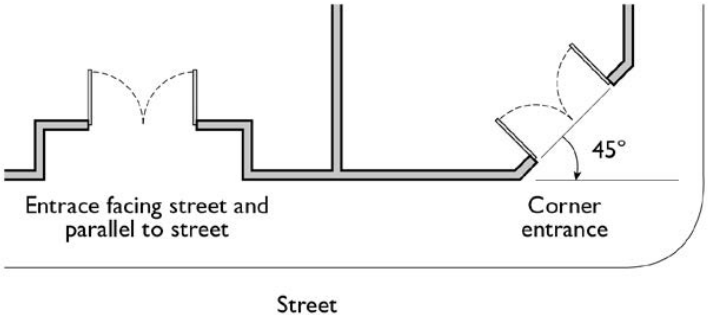


FIGURE 17.08.040.B.F.4: BUILDING ENTRANCES

5. Limitations on Location of Parking. Off-street parking spaces shall be located to the rear of principal buildings whenever possible. At grade and above ground parking that is not time restricted may not be located within the required setback of a street facing property line. Short-term parking such as for drop-off or loading areas or timed parking for visitors are exempt from this requirement. ~~Above ground parking may not be located within forty feet of a street facing property line. Exceptions may be granted through design review upon finding that:~~

   a. Exceptions and Waivers. These requirements may be modified or waived through design review or for projects subject to Chapter 17.28 Residential and Residential Mixed-Use Design Standards the waiver procedures prescribed in Chapter 17.37 upon finding that:

      ~~a.~~ i. The design incorporates habitable space built close to the public sidewalk to the maximum extent feasible;

      ~~b.~~ii. The site is small and constrained such that underground parking or surface parking located ~~more than forty feet from the street frontage~~outside of the required setback is not feasible.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.08.050 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.09 EMPLOYMENT DISTRICTS

17.09.010 Purpose and applicability.

The specific purposes of the employment districts are to:

A. Designate adequate land for businesses, professional offices, and industrial growth consistent with the general plan to maintain and strengthen the city's economic resources;

B. Provide a range of employment opportunities to meet the needs of current and future residents; and

C. Provide areas for a wide range of manufacturing, industrial processing, and service commercial uses and protect areas where such uses now exist.

Additional purposes of each employment district are as follows:

PO professional office. This district reserves area for local-serving professional and administrative office uses such as finance, insurance, and real estate businesses, legal and other professional services, banks, personal services, business support activities, and dental and medical services. These uses may form a transition between retail and residential uses, or a buffer between arterial streets and residential areas. Residential uses are only permitted as a component of a planned development. This district implements the office commercial general plan land use designation.

BTP business and technology park. This district provides locations for advanced technology research and development, manufacturing, and related support facilities in large or campus-like environments with high quality building design, landscaping, and aesthetic amenities, including business parks, industrial parks, technology parks, and other master planned industrial subdivisions. Complementary uses which support the employee population, such as hotels, restaurants, office buildings, childcare facilities, and business services are allowed. This district implements the special industrial general plan land use designation.

LI limited industrial. This district is intended to meet the needs of a variety of light industrial and commercial service uses. It serves as a transition between heavier industrial activities and residential neighborhoods. Typical uses include light manufacturing, warehousing, auto repair, and general services. Limited office, recreation, assembly, and retail uses are allowed where appropriate in a light industrial setting. This district implements the limited industrial general plan land use designation.

GI general industrial. This district is intended to accommodate the broadest range of industrial uses. It includes industrial buildings and complexes, distribution, warehouses, manufacturing and assembly, and other uses that are often characterized by outdoor storage, noise, odors, hazardous materials handling, and heavy truck activity. Non-industrial uses such as retail stores, free-standing office buildings, and assembly uses are not allowed. This district implements the general industrial general plan land use designation.

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

17.09.020 Land use regulations.

Table 17.09.020, Land Use Regulations-Employment Districts, prescribes the land use regulations for employment districts. Use classifications are defined in Chapter 17.45, Use Classifications. In cases where a specific land use or activity is not defined, the director shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are prohibited. Section numbers in the ~~right hand~~right-hand column refer to other sections of this title. Numbers in parentheses refer to specific limitations listed at the end of the table.

TABLE 17.09.020: LAND USE REGULATIONS-EMPLOYMENT DISTRICTS					
"P" Permitted Use; "M" Minor Use Permit Required; "C" Conditional Use Permit Required; "-" Use Not Allowed					
Use Classification	PO	BTP	LI	GI	Additional Regulations
Residential Uses					
Multi-Unit Development	Residential uses are not permitted uses, however, in some cases residential uses are permitted by right in nonresidential zones by state law. Any residential and residential mixed-use development permitted by state law are subject to the provisions of this chapter and Chapter 17.28. Residential and Residential Mixed-Use Design Standards.				
Caretaker Unit	-	-	C	C	
Public/Semi-Public Uses					
Colleges and Trade Schools	C	M	M	M	
Community Assembly	C	-	-	-	
Cultural Institutions	C	-	-	-	
Day Care Centers	C	C(1)	-	-	See Section 17.26.090, Day Care
Government Offices	P	P	-	-	
Hospital and Clinics					
Hospitals	-	M	-	-	
Clinic	P	-	-	-	
Instructional Services	P	-	-	-	
Park and Recreation Facilities	P	M	M	-	

Parking Lots and Structures	M	C(1)	-	-	
Public Safety Facilities	M	C	M	M	
Schools	C	-	-	-	
Social Service Facilities	M	-	-	-	
Tutoring Facilities	C	-	-	-	
Commercial Uses					
Animal Care, Sales, and Services					
Animal Sales and Grooming	-	-	M	-	
Boarding/Kennels	-	-	-	M(2)	
Veterinary Services	C	-	M	-	
Artist's Studio	-	-	P	M	
Automobile/Vehicle Sales and Services					
Automobile/Vehicle Sales and Leasing	C	-	P	-	See Section 17.26.060, Automobile/Vehicle Sales and Services
Automobile/Vehicle Repair, Major	-	-	M	P	
Automobile/Vehicle Service and Repair, Minor	-	-	P	-	
Large Vehicle and Equipment Sales, Service and Rental	-	-	M	P	
Service and Gas Stations	-	-	M	C	
Towing and Impound	-	-	-	C	
Washing	-	-	M	M	
Banks and Financial Institutions					
Banks and Credit Unions	P	-	-	-	
Business Services	P	P	M	M	
Eating and Drinking Establishments					
Restaurant, Full Service	-	C(1)	-	-	

Restaurant, Limited Service	C	C(1)	-	-	See Section 17.26.170, Outdoor Dining and Seating
Restaurant, Take-Out Only	-	C(1)	-	-	
Food Preparation	-	M	M	M	
Lodging					
Hotels	C	C(1)	C	C	
Maintenance and Repair Services	-	-	P	P	
Nurseries and Garden Center	-	-	C	C	
Offices					
Business, Professional, and Technology	P	P	C	C	
Medical and Dental	P	M	M	-	
Walk-In Clientele	P	-	M	-	
Personal Services					
General Personal Services	M	C(1)	-	-	See Section 17.26.200, Personal Services
Retail Sales					
Building Materials Sales and Services	-	-	P	P	
Convenience Markets	M(3)	M(1)	-	-	
Food and Beverage Sales	M(3)	M(1)	C	-	
General Retail	M	M(1)	C	-	
Industrial Uses					
Construction and Material Yards	-	-	C	P	
Custom Manufacturing	-	P	P	P	
Donation Center/Station	-	-	C	C	
Food and Beverage Manufacturing					
Small Scale	-	-	P	P	
Large Scale	-	-	P	P	

General Industrial	-	-	P	P	
Light Industrial	-	M	P	P	
Research and Development	M	P	P	P	
Salvage and Wrecking	-	-	-	C	
Warehousing and Storage					
Chemical, Mineral, and Explosives Storage	-	-	-	C	
Indoor Warehousing and Storage	-	C	C	C	
Outdoor Storage	-	-	C	C	
Personal Storage	-	-	M	M	See Section 17.26.200, Personal Storage
Wholesaling and Distribution	-	C	C	C	
Transportation, Communication, and Utility Uses					
Communication Facilities					
Facilities within Buildings	M	M	M	M	
Telecommunication	See Section 17.26.250, Telecommunication Facilities				
Freight/Trucking Terminals	-	-	C	C	
Light Fleet-Based Services	-	-	P	P	
Public Works and Utilities	-	C	M	P	
Recycling Facility					
Reverse Vending Machine	-	-	M	M	See Section 17.26.210, Recycling Facilities
Recycling Collection Facility	-	-	C	C	
Recycling Processing Facility	-	-	-	C	
Transportation Passenger Terminals	M	M	M	M	
Other Applicable Types					
Accessory Uses and Structures	See Section 17.17.020, Accessory Buildings and Structures, and Section 17.26.030, Accessory Uses				

Live Entertainment	C	-	-	-	
Nonconforming Use	See Chapter 17.22, Nonconforming Uses				
Outdoor Dining and Seating	See Section 17.26.170, Outdoor Dining and Seating				
Outdoor Display and Sales	See Section 17.26.180, Outdoor Display and Sales				
Solar Energy Systems	See Section 17.26.240, Solar Energy Systems				
Temporary Use	See Section 17.26.260, Temporary Uses				
Specific Limitations: 1. Permitted only as complementary uses serving industrial and technical campus-like development such as business parks, industrial parks, technology parks, and other master planned industrial subdivisions. Conditional if otherwise. 2. Prohibited within three hundred feet of any residential district. 3. Establishments that either devotes forty percent or more of floor area or display area to, or derives seventy-five percent or more of gross sales receipts from, the sale or exchange of alcohol are prohibited.					

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

17.09.030 Development standards.

Table 17.09.030, Development Standards-Employment Districts, prescribes the development standards for employment districts. Additional regulations are denoted in the ~~right hand~~right-hand column. Section numbers in this column refer to other sections of this title. Residential uses are not permitted uses in Employment Districts, however, in some cases residential uses are permitted by right in non-residential zones by state law. Any residential and residential mixed-use development permitted by state law are subject to the provisions of this chapter and Chapter 17.28. Residential and Residential Mixed-Use Design Standards.

TABLE 17.09.030: DEVELOPMENT STANDARDS-EMPLOYMENT DISTRICTS					
Standard	PO	BTP	LI	GI	Additional Regulations
Lot and Density Standards					
Density (units/acre)					
Maximum	100 (D)	120 (D)	120 (D)	120 (D)	

Minimum	40 (D)	40 (D)	40 (D)	40 (D)	
Minimum Lot Size (sq ft unless noted)	10,000	2 acres	15,000	20,000	
Minimum Lot Width (ft)	60	100	60	60	
Building Form and Location					
Maximum Building Height (ft)	35, up to 50 with CUP, 50 for Residential uses (C)	100, 45 within 300 ft of an RS or RL Residential District boundary	100, 35 within 100 ft of an RS of RL Residential District boundary	~~See~~ (B) ~~below~~	See Section 17.17.050, Height and Height Exceptions
Minimum Setbacks (ft)					
Front	10	20(A)	10	10	See Section 17.17.090, Projections into Yards and Required Building Separations
Interior Side	5	15	15, 25 from a Residential District boundary	15, 50 from a Residential District boundary	See Section 17.17.090, Projections into Yards and Required Building Separations
Street Side	10	15(A)	15	15	See Section 17.17.090, Projections into Yards and Required Building Separations
Rear	10	50	20, 25 from a Residential	20, 50 from a Residential	See Section 17.17.090,

			District boundary	District boundary	Projections into Yards and Required Building Separations
Minimum Landscape Area (% of lot)	5	10	n/a	n/a	See Chapter 17.21, Landscaping

Additional Development Standards.

A. BTP District: Setbacks for Loading Dock Areas. In the BTP district, loading docks shall be set back a minimum of one hundred fifty feet from an arterial street unless an alternative noise barrier wall is approved through design review.

B. GI District: Maximum Height. In the GI district, maximum height is as follows:

1. Within ten feet of an RS or RL Residential District boundary: Thirty five feet.

2. More than ten feet but less than ~~Within~~ four hundred feet of a residential district boundary: One hundred feet.

3. More than four hundred feet but less than six hundred feet from a residential district boundary: One hundred fifty feet.

4. More than six hundred feet but less than one thousand feet from a residential district boundary: Two hundred feet.

5. One thousand feet or more from a residential district boundary: Five hundred feet or as approved through a conditional use permit.

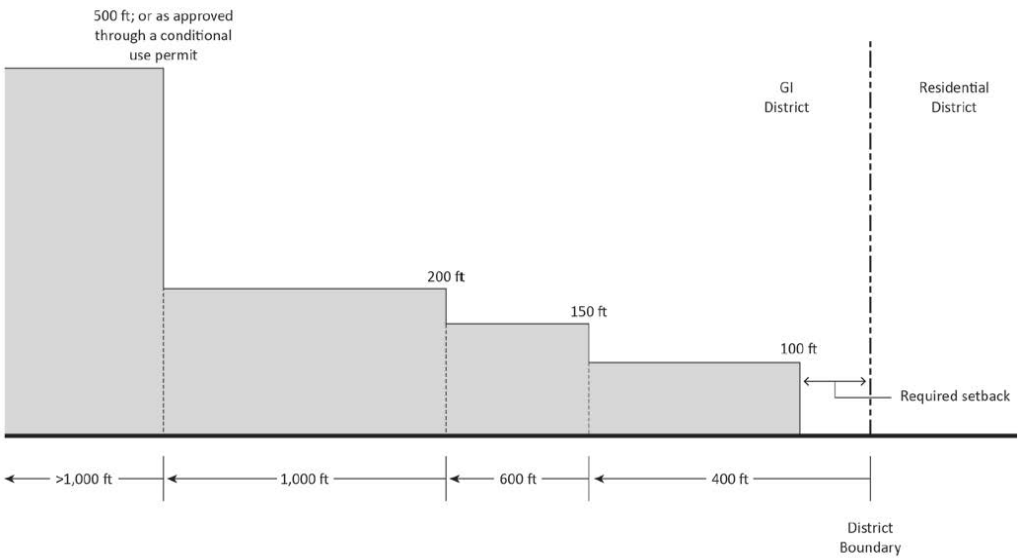


FIGURE 17.09.030.B: GI DISTRICT: MAXIMUM HEIGHT

C. Transition standards for PO, BTP, LI, and GI Districts: Height limits are further reduced to: 35 ft within 10 ft of an abutting RS or RL District along an interior side property line and 35 ft within 15 ft of an abutting RS or RL District along a rear property line

D. Residential is not a permitted use, however, ~~,~~any residential and residential mixed-use development permitted by-right by state law is subject to the provisions of this Chapter and Chapter 17.28. Residential and Residential Mixed-Use Design Standards.

1. A minimum residential density of 40 units/acre is required in the PO, BTP, LI, and GI Districts if a residential use is permitted by right under state law and any residential units are proposed.

~~1.~~2. A maximum residential density of 100 units per net acre is required in the PO District and 120 units per net acre in the BTP, LI, and GI Districts if residential is permitted by right under state law.

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

17.09.040 Supplemental regulations.

A. Hazards and Hazardous Materials.

1. Occupancy Classification. Groups H-1 and H-2 occupancy, as defined in the building code, shall not exceed fifty percent of the total building floor area on any site.

2. Hazardous Materials. The direct use of hazardous materials in fabrication shall not exceed thirty-five percent of the total building floor area on any site.

B. Business, Technology, and Office Parks. Business, technology, and office parks containing eighty thousand square feet or more of floor area shall provide the following:

1. Open space areas equal to ten percent of the site area that provide gathering space or opportunities for active or passive recreation. Open space areas shall include benches or other seating. Amenities shall be included that enhance the comfort, aesthetics, or usability of the space, including but not limited to trees and other landscaping, shade structures, drinking fountains, water features, or public art.

2. Pedestrian walkways that connect all parts of the park, and connect to any existing or planned pedestrian facilities in adjacent neighborhoods.

3. Stormwater detention facilities incorporated into the site landscaping as a visual amenity.

4. A lighting, landscaping, and signage design concept for common areas.

C. Additional Supplemental Regulations, PO District. The following additional supplemental regulations apply in the PO district:

1. Building Transparency/Required Openings. Exterior walls facing and within twenty feet of a front or street side property line shall include windows, doors, or other openings for at least thirty percent of the building wall area located between two and one-half and seven feet above the level of the sidewalk. No wall may run in a continuous plane for more than thirty feet without an opening. Openings fulfilling this requirement shall have transparent glazing and provide views into work areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three feet deep.

   a. Reduction through ~~Conditional Use Permit~~Design Review. The building transparency requirement may be reduced or waived through design review upon finding that:

      i. The proposed use has unique operational characteristics with which the provision of the required windows and openings is incompatible, such as in the case of a cinema, theater, or historic building; and

      ii. Street-facing building walls will exhibit architectural relief and detail, or will be screened with attractive landscaping, in such a way as to create visual interest at the pedestrian level.

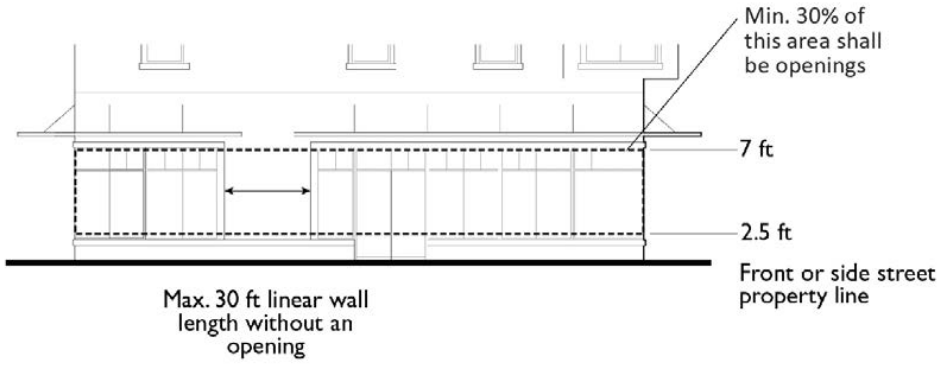


FIGURE 17.09.040.C.1: BUILDING TRANSPARENCY/REQUIRED OPENINGS, PO DISTRICT

2. Parking Location. In the PO district, parking shall be located at the side or rear of buildings wherever possible.

D. Additional Supplemental Regulations, BTP District. The following additional supplemental regulations apply in the BTP district:

1. Building Construction. Buildings shall be of new construction, and modular offices, relocated or prefabricated metal wall buildings shall not be permitted, except for temporary construction office trailers pursuant to Section 17.26.260, Temporary Uses.

2. Landscape Buffer. The following landscape buffers shall be provided unless the director finds a different landscape buffer requirement is adequate to provide an appropriate transition between the parking area or other use of the site and the right-of-way.

a. Landscaped Setback between Parking Area and Right-of-Way. A landscaped setback at least ten feet wide shall be provided between the parking area and adjacent right-of-way. A minimum of one fifteen-gallon tree and two five-gallon shrubs shall be provided for every forty feet of the street frontage.

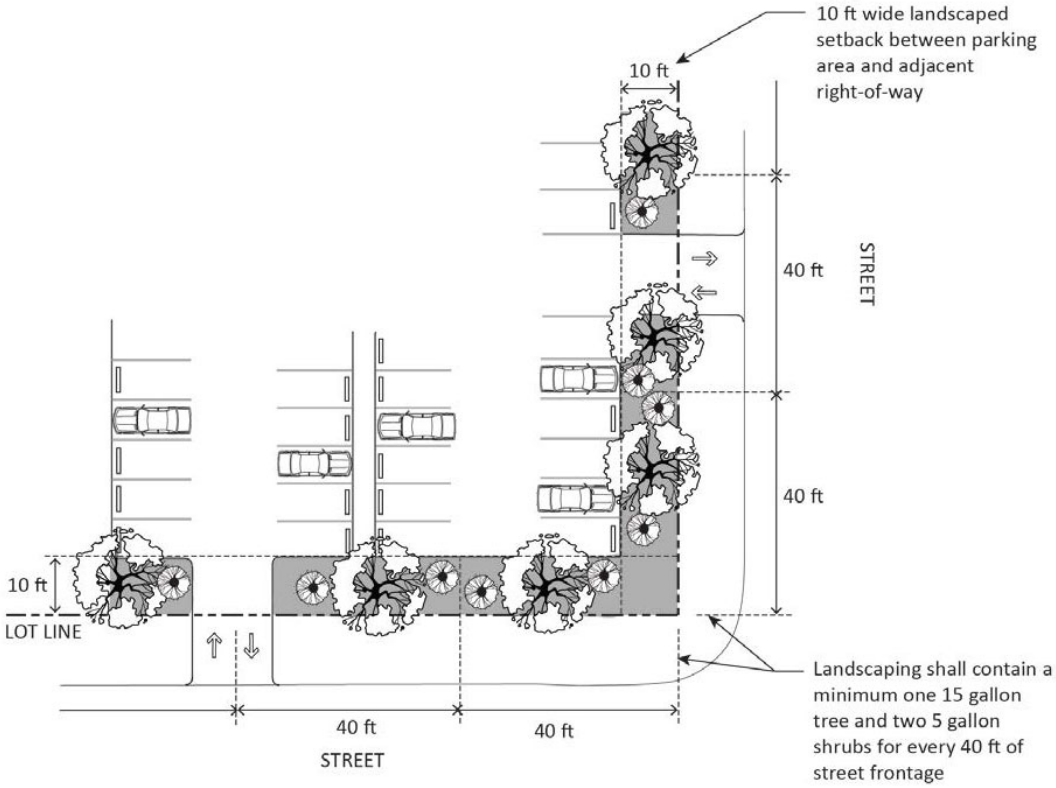


FIGURE 17.09.040.D.2.A: LANDSCAPED SETBACK BETWEEN PARKING AREA AND RIGHT-OF-WAY

b. Landscape Buffer Adjacent to Wide Right-of-Way. The first fifty feet of any site depth contiguous to any existing or proposed right-of-way exceeding one hundred feet in width shall be landscaped and shall not be used for off-street parking and loading.

3. Truck Docks, Loading, and Service Areas, BTP District. In the BTP district, truck docks, loading, and service areas shall be set back a minimum of one hundred fifty feet from an arterial.

4. Public Art Plan. In the BTP district, a public art plan may be provided for city council review and approval to assure that the intent of Resolution No. 6582 "Resolution of the City Council of the City of Newark adopting a policy for providing art in public places and private development" is met. The plan shall provide for high quality architecture and for the provision of public art at locations that are of critical aesthetic concern to the city (i.e., gateways and major arterials).

E. Additional Supplemental Regulations, LI and GI Districts. In the LI and GI Districts, a landscaped setback at least ten feet wide shall be provided between the parking area and adjacent right-of-way. A minimum of one fifteen-gallon tree and two five-gallon shrubs shall be provided for every forty feet of the street frontage.

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

17.09.050 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.10 PUBLIC AND SEMI-PUBLIC DISTRICTS

17.10.010 Purpose and applicability.

The specific purposes of the public and semi-public districts are to:

A. Provide land for development of public, quasi-public, recreation, and open space uses that provide services to the community and support existing and new residential, commercial, and industrial land uses;

B. Provide areas for educational facilities, cultural and institutional uses, health services, parks and recreation, general government operations, utility and public service needs, transit facilities, and other similar and related supporting uses; and

C. Provide opportunities for outdoor recreation, and meet the recreational needs of Newark residents.

Additional purposes of each public and semi-public district are as follows:

PF public facilities. This district is intended for public facilities, such as fire stations, city offices, libraries, corporation yards, pumping stations, transportation facilities, utilities, schools, institutional uses, residential uses providing one hundred percent of the units in the project (other than manager's units) as affordable to lower-income households, and other public and quasi-public uses. The public facilities district implements the public-institutional general plan land use designation.

TS transit station. This district is intended for transit stations and associated parking areas.

PK Park. The PK park district is intended to identify areas for active recreation, including city parks and other areas that support recreational activities. Typical uses include playgrounds, picnic areas, sports fields, golf courses, recreational clubs, and other appropriate recreational uses. This district implements the parks and recreation facilities general plan land use designation.

OS Open Space. The OS open space district is intended for undeveloped park lands, wildlife habitat, and wetlands. Land within this District is typically owned by public agencies. A limited number of recreational improvements such as trails and interpretive nature centers are allowed, however the intent of this district is to facilitate the restoration and enhancement of native habitat. The open space district implements the conservation-open space general plan land use designation.

17.10.020 Land use regulations.

Table 17.10.020, Land Use Regulations-Public and Semi-Public Districts, prescribes the land use regulations for public and semi-public districts. Use classifications are defined in Chapter 17.45, Use Classifications. In cases where a specific land use or activity is not defined, the director shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are prohibited. Section numbers in the ~~right hand~~right-hand column refer to other sections of this title. Numbers in parentheses refer to specific limitations listed at the end of the table.

TABLE 17.10.020: LAND USE REGULATIONS-PUBLIC AND SEMI-PUBLIC DISTRICTS					
"P" Permitted Use; "M" Minor Use Permit Required; "C" Conditional Use Permit Required; "-" Use Not Allowed					
Use Classification	PF	TS	PK	OS	Additional Regulations
Residential					
Multi-unit	P - (6, 7)	- (7)	- (7)	- (7)	See Chapter 17.28, Residential and Residential Mixed-Use Design Standards
Public/Semi-Public Uses					
Cemetery	P	-	-	-	
Colleges and Trade Schools	P	-	-	-	
Community Assembly	P	-	P(1)	-	
Community Garden	P	-	P	-	See Section 17.26.080, Community Garden
Cultural Institutions	P	-	P	-	
Day Care Centers	P	-	-	-	See Section 17.26.090, Day Care
Emergency Shelter	P	P	P	-	See Section 17.26.110, Emergency Shelter
Government Offices	P	-	-	-	
Hospital and Clinics					
Hospitals	P	-	-	-	
Clinic	P	-	-	-	
Instructional Services	P	-	-	-	

Park and Recreation Facilities	P	-	P	P(2)	
Parking Lots and Structures	P	P(4)	-	-	
Public Safety Facilities	P	-	-	-	
Schools	P	-	-	-	
Social Service Facilities	P	-	-	-	
Commercial Uses					
Animal Care, Sales, and Services					
Animal Sales and Grooming	C(3)	-	-	-	
Banks and Financial Institutions					
Banks and Credit Unions	-	P(4)	-	-	
Business Services	-	P(4)	-	-	
Commercial Entertainment and Recreation					
Indoor Sports and Recreation	M	-	M	-	
Outdoor Entertainment	C	-	C	-	
Outdoor Recreation	P	-	P	-	
Unmanned Aircraft Activities	-	-	M	M	Shall be consistent with Federal Aviation Administration Regulations and Policies
Eating and Drinking Establishments					
Restaurant, Limited Service	P(5)	P(4)	-	-	
Restaurant, Take-Out Only	P(5)	P(4)	-	-	
Farmer's Markets	P	P	C	-	See Section 17.26.120, Farmer's Markets
Offices					

Walk-In Clientele	-	P(4)	-	-	
Personal Services					
General Personal Services	-	P(4)	-	-	See Section 17.26.200, Personal Services
Retail Sales					
Convenience Markets	-	P(4)	-	-	
Food and Beverage Sales	P(5)	P(4)	-	-	
General Retail	P(5)	P(4)	-	-	
Transportation, Communication, and Utility Uses					
Communication Facilities					
Facilities within Buildings	P	-	-	-	
Telecommunication	See Section 17.26.250, Telecommunication Facilities				
Public Works and Utilities	P	-	-	-	
Recycling Facility					
Reverse Vending Machine	C	-	-	-	See Section 17.26.210, Recycling Facilities
Recycling Collection Facility	C	-	-	-	
Recycling Processing Facility	C	-	-	-	
Transportation Passenger Terminals	P	P	-	-	
Other Applicable Types					
Accessory Uses and Structures	See Section 17.17.020, Accessory Buildings and Structures, and Section 17.26.030, Accessory Uses				
Nonconforming Use	See Chapter 17.22, Nonconforming Uses				
Outdoor Dining and Seating	See Section 17.26.170, Outdoor Dining and Seating				
Outdoor Display and Sales	See Section 17.26.180, Outdoor Display and Sales				
Solar Energy Systems	See Section 17.26.240, Solar Energy Systems				
Temporary Use	See Section 17.26.260, Temporary Uses				

Specific Limitations:
1. Limited to facilities associated with park and recreation facilities.
2. Limited to trails, wildlife preserves and open space uses that maintain the site in its natural state and protects wildlife habitats and wetlands. No building, structure or improvements shall be constructed in these areas, except for those required for public access, public restrooms, informational centers and signage, trash containers, parking facilities, and facilities needed for protecting environmental resources and general upkeep and maintenance of the property.
3. Limited to government or non-profit animal shelters located a minimum of one hundred feet from a residential use or district.
4. Limited to parking areas, and ancillary uses (i.e., coffee stand, dry cleaner, florist) that would benefit transit patrons of transit stations.
5. Limited to gift shops, cafes and restaurants accessory to cultural institutions, community assembly, and conference/convention centers.
6. Only residential projects that comply with all applicable objective standards and criteria of the underlying district and Chapter 17.28. Residential and Residential Mixed-Use Design Standards and provide one hundred percent of the units in the project as affordable to lower-income households, not including manager's units, are permitted.
7. If residential is a permitted use by-right under state law and any residential units are proposed, any Residential and Residential Mixed-Use Development is subject to the supplemental regulations in Chapter 17.28,~~.~~ Residential and Residential Mixed-Use Design Standards.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018)

17.10.030 Development standards.

Table 17.10.030, Development Standards-Public and Semi-Public Districts, prescribes the development standards for public and semi-public districts. Additional regulations are denoted in the ~~right hand~~right-hand column. Section numbers in this column refer to other sections of this title. See Section 17.10.050 and Chapter 17.28 for design standards for residential and residential mixed-use development.

TABLE 17.10.030: DEVELOPMENT STANDARDS-PUBLIC AND SEMI-PUBLIC DISTRICTS

Standard	PF	TS	PK	OS	Additional Regulations
Maximum Density (units/acre)	60 (A)	60 (A)	60 (A)	60 (A)	
Minimum Density (units/acre)	25 (A)	25 (A)	25 (A)	25 (A)	
Maximum Height (ft)	40, up to 65 with CUP approval;	65	30	14	See Section 17.17.050, Height and Height Exceptions

	65 for Residential uses, 40 within 10 ft of an RS or RL District				
Minimum Setbacks (ft)					
Front	0	0	20	20	See Section 17.17.090 Projections into Yards and Required Building Separations
Interior Side	5	0	10	10	See Section 17.17.090, Projections into Yards and Required Building Separations
Street Side	5	0	10	10	See Section 17.17.090, Projections into Yards and Required Building Separations
Rear	5	0	10	10	See Section 17.17.090, Projections into Yards and Required Building Separations
Maximum Lot Coverage (% of lot)	90	n/a	n/a	5	

Specific Requirements:

A. Residential is not a permitted use, however, any residential and residential mixed-use development permitted by-right by state law is subject to the provisions of this Chapter and Chapter 17.28. Residential and Residential Mixed-Use Design Standards. A minimum residential density of 25 units/acre and maximum density of 60 units/acre are required if a residential use is permitted by-right under state law and any residential units are proposed.

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

17.10.040 Supplemental regulations.

Tree removal in PK and OS districts. Removal of trees of five inches or more in diameter at the base is prohibited except as approved by the park superintendent, with conditional use permit approval, or, in the case of public park or public wildlife sanctuary facilities other than those owned by the city, with the approval of authorized agents or officials of the public agency owning the facilities.

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

17.10.050 Design standards for residential and residential mixed-use development.

A. Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.11 RESOURCE PRODUCTION DISTRICT

17.11.010 Purpose and applicability.

The specific purpose of the resource production district is to reserve areas suitable for natural resource production. Specifically, this district designates areas used for salt harvesting, refining and production, including man-made crystallizer beds used for salt crystallization, and related buildings, facilities, and operations for salt harvesting, stacking, sizing, packaging and/or distribution. This district implements the salt harvesting, refining, and production general plan land use designation.

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

17.11.020 Land use regulations.

Table 17.11.020, Land Use Regulations-Resource Production District, prescribes the land use regulations for the resource production district. Use classifications are defined in Chapter 17.45, Use Classifications. In cases where a specific land use or activity is not defined, the director shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and subclassifications not listed in the table or not found to be substantially similar to the uses below are prohibited. Section numbers in the ~~right hand~~right-hand column refer to other sections of this title.

TABLE 17.11.020: LAND USE REGULATIONS-RESOURCE PRODUCTION DISTRICT		
"P" Permitted Use; "M" Minor Use Permit Required; "C" Conditional Use Permit Required; "-" Use Not Allowed		
Use Classification	RP	Additional Regulations
Residential Uses		
Caretaker Unit	M	See Section 17.11.040, Design standards for residential and residential mixed-use development
Public/Semi-Public Uses		
Public Safety Facilities	C	
Industrial Uses		
General Industrial	P	
Transportation, Communication, and Utility Uses		
Communication Facilities		
Telecommunication	See Section 17.26.250, Telecommunication Facilities	
Public Works and Utilities	C	

Other Applicable Types	
Accessory Uses and Structures	Uses ancillary to salt harvesting, refining, and production are allowed. See Section 17.26.030, Accessory Uses
Nonconforming Use	See Chapter 17.22, Nonconforming Uses
Solar Energy Systems	See Section 17.26.240, Solar Energy Systems
Temporary Use	See Section 17.26.260, Temporary Uses

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

17.11.030 Development standards.

Table 17.11.030, Development Standards-Resource Production Districts, prescribes the development standards for the resource production district. Additional regulations are denoted in a ~~right hand~~right-hand column. Section numbers in this column refer to other sections of this title. See Section 17.11.040 and Chapter 17.28 for design standards for residential and residential mixed-use development.

TABLE 17.11.030: DEVELOPMENT STANDARDS-RESOURCE PRODUCTION DISTRICT		
Standard	RP	Additional Regulations
Lot and Density Standards		
Minimum Lot Area (acres)	40	See Section 17.11.040, Design standards for residential and residential mixed-use development
Maximum Density	Caretaker housing only	
Building Form and Location Standards		
Maximum Height (ft)	35	See Section 17.17.050, Height and Height Exceptions
Minimum Setbacks (ft)		
Front	30	See Section 17.17.090, Projections into Yards and Required Building Separations
Side	25	See Section 17.17.090, Projections into Yards and Required Building Separations

Rear	25	See Section 17.17.090, Projections into Yards and Required Building Separations
Maximum Lot Coverage (% of lot)	20	

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

17.11.040 Design standards for residential and residential mixed-use development.

A. Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.12 PLANNED DEVELOPMENT (-PD) OVERLAY DISTRICT

17.12.010 Purpose.

The purpose of this chapter is to establish a planned development (-PD) overlay district that provides for one or more properties to be developed under a plan that provides for better coordinated development and incorporates development standards crafted to respond to site conditions in order to:

A. Provide for greater flexibility in the design of the developments than is otherwise possible through the strict application of zoning district regulations;

B. Ensure compliance with the general plan and provide various types of land use which can be combined in compatible relationship with each other as a part of a totally planned development; and

C. Promote creativity in building design and innovation in development concepts.

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

17.12.020 Zoning map designation.

A -PD overlay district shall be noted on the zoning map by the designation "-PD," followed by the number of the planned development or specific plan based on order of adoption.

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

17.12.030 Land use regulations.

No use other than an existing use is permitted in a -PD overlay district except in accord with a valid PD plan or specific plan.

A. Any permitted or conditional use authorized by this title may be included in an approved PD plan or an adopted specific plan consistent with the general plan land use designation(s) for the property.

B. In addition to permitted or conditional uses otherwise allowed in the CC, RC, and PO districts, residential uses may be allowed as part of a planned development. In the RC district, the minimum density of such housing is thirty units~~/net~~ per acre or any higher minimum density where a higher minimum density has been established.

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

17.12.040 Development regulations.

A. Minimum Area. The minimum area of a -PD overlay district shall be ten thousand square feet; however, the city council may approve a smaller area if it finds that a PD would provide greater benefits to the general welfare of Newark's residents and property owners than development under conventional zoning because of unique characteristics of the site or the proposed use.

B. Residential Unit Density. Except where a density bonus is granted in compliance with Chapter 17.19, Density Bonus for Affordable Housing, the total number of dwelling units in a PD plan shall not exceed the

maximum number permitted by the general plan density for the total area of the planned development designated for residential use, excluding areas devoted to public and private streets.

C. Performance Standards. The performance standards prescribed by Chapter 17.24, Performance Standards, apply.

D. Other Development Regulations. Other development regulations shall be as prescribed by the PD plan.

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

17.12.050 Procedures.

A. Decision-Making Body. A -PD overlay district must be adopted by the city council. A public hearing before the planning commission is required prior to city council review; and the planning commission shall make a recommendation to the city council.

B. Review Procedures.

1. Zoning Amendment. An application for a -PD overlay district shall be processed as amendment to the zoning map, according to the procedures of Chapter 17.39, Amendments to Zoning Map and Text, and shall include a specific plan or PD plan.

2. PD Plan. The PD plan shall be accepted and processed concurrently, in the same manner as a conditional use permit application, pursuant to Chapter 17.35, Use Permits, except that the city council shall be the review authority.

3. Tentative Subdivision Map. When a PD requires the submission of a tentative subdivision map, this map and all supporting documents shall be prepared and submitted concurrently with the application of the PD.

C. Initiation. An application for a -PD overlay district shall be initiated by a property owner or authorized agent, planning commission, or the city council. If the property is not under a single ownership, all owners must join the application, and a map showing the extent of ownership shall be submitted with the application.

D. Application Content. A qualified applicant shall submit an application for a zoning amendment on a form prescribed by the planning division accompanied by the required fee. The planning division may require an applicant to submit such additional information and supporting data as considered necessary to process the application.

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

17.12.060 Required findings.

A PD plan and zoning amendment shall only be approved if all of the following findings are made:

A. The proposed development is consistent with the general plan and any applicable specific plan, including the density and intensity limitations that apply;

B. Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;

C. The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;

D. The development generally complies with applicable adopted standards and adopted design guidelines; and

E. The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.

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

17.12.070 Conditions.

In approving a PD plan and zoning amendment, the city council may impose reasonable conditions deemed necessary to:

A. Ensure that the proposal conforms in all significant respects with the general plan and with any other applicable plans or policies that the city has adopted;

B. Achieve the general purposes of this title or the specific purpose of the zoning district in which the project is located;

C. Achieve the findings listed above; or

D. Mitigate any potentially significant impacts identified as a result of review conducted in compliance with the requirements of the California Environmental Quality Act.

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

17.12.080 Expiration and renewal.

A. Expiration.

1. PD Plan. A PD plan shall be effective on the same date as the ordinance creating the -PD overlay district for which it was approved and shall expire three years after the effective date unless actions specified in the conditions of approval have been taken, or a building permit has been issued and construction diligently pursued. An approved PD plan may specify a development staging program exceeding three years.

2. Tentative Map. Where a tentative map has been approved in conjunction with a PD plan, the PD plan shall expire upon the expiration of the tentative map.

3. Phased Development. In the event that the applicant intends to develop the project in phases, and the city council approves phased development, the PD plan shall remain in effect so long as not more than one-year lapses between the end of one phase and the beginning of the next phase.

B. Renewal. An approved PD plan that has not been exercised may be renewed for a three-year period approved by the city council after a duly-noticed public hearing. Application for renewal shall be made in writing between thirty and one hundred twenty days prior to expiration of the original approval. The city council may renew a PD plan if it finds the renewal consistent with the purposes of this chapter.

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

17.12.090 Amendments of approved plans.

A. Changed Plans. Amendments to a -PD overlay district or PD plan or specific plan may be requested by the applicant or its successors. ~~amendments~~ Amendments to the approved plan shall be classified as major or minor amendments. Upon receipt of an amendment application, the director shall determine if the proposed amendment constitutes a major or minor amendment.

B. Major Amendments. Major amendments to an approved -PD overlay district or PD plan or specific plan shall be considered by the city council at a duly noticed public hearing. An amendment will be deemed major if it involves one or more of the following changes:

1. A change in the boundary of the -PD overlay district;

2. An increase or decrease in the number of dwelling units for the -PD overlay district that is greater than the maximum or less than the minimum stated in the PD plan or specific plan (this does not apply to additional units allowed under the State Density Bonus program as prescribed in Chapter 17.19 Density Bonus for Affordable Housing);

3. An increase or decrease in the floor area for any non-residential land use that results in the floor area exceeding the minimum or maximum stated in the PD plan or specific plan (this does not apply to additional floor area allowed under the State Density Bonus program as prescribed in Chapter 17.19 Density Bonus for Affordable Housing);

4. Any change in land use or density that is likely to negatively impact or burden public facilities and utilities infrastructure as determined by the public works director;

5. Any change in land use or density that is likely to negatively impact or burden circulation adjacent to the -PD overlay district or to the overall major street system, as determined by the public works director; or

6. Any other proposed change to the PD plan or specific plan or the conditions of approval that substantively alters one or more of its components as determined by the director.

C. Minor Amendments. Amendments not meeting one or more of the criteria listed in Subsection B above shall be considered minor if they are consistent with and would not change any original condition of approval. Minor amendments may be approved by the director.

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

17.12.100 Status of specific plan.

A specific plan adopted by resolution of the city council shall be administered as prescribed by the council, consistent with Government Code Section 65450.

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

17.12.110 Development plan review.

Plans for a project in a -PD overlay district shall be accepted for planning and building permits or subdivisions only if they are consistent with an approved PD plan or specific plan and any conditions of approval. No project may be approved and no building permit issued unless the project, alteration or use is consistent with an approved PD plan or specific plan.

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

17.12.120 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.13 FORM BASED CODE (FBC) OVERLAY DISTRICT

17.13.010 Purpose.

Form based codes address the relationships between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks.

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

17.13.020 Applicability.

The standards and regulations of this chapter apply to areas designated with an -FBC extension on the zoning map. Except as provided in this chapter, all new structures and development, as well as alterations to existing structures, shall comply with the requirements of the base zoning district and all residential and residential mixed-use development shall comply with the requirements of Chapter 17.28 – Residential and Residential Mixed Use Design Standards as prescribed by Section 17.13.060.

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

17.13.030 Maximum height and required setbacks by street.

The following height, setback, and block standards apply on lots with frontage on the following streets:

A. Transit Station Entrance Road:

1. Maximum Height. Six stories or seventy-five feet measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be zero feet; the maximum front yard setback shall be ten feet.

3. Street Side Yard. The minimum side street yard setback shall be zero feet; the maximum side street yard setback shall be ten feet.

B. North Side of Enterprise Drive West, from Willow to Hickory:

1. Maximum Height. Six stories or seventy-five feet measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be zero feet; the maximum front yard setback shall be twenty feet.

3. Street Side Yard. The minimum side street yard setback shall be five feet; the maximum side street yard setback shall be ten feet.

C. South Side of Enterprise Drive West, from Willow to Hickory:

1. Maximum Height. Six stories or seventy-five feet measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be eighteen feet.

3. Street Side Yard. The minimum side street yard setback shall be five feet.

4. Maximum Block Length. The maximum block length shall be six hundred feet.

5. Minimum Block Width. The minimum block width shall be four hundred fifty feet.

6. Maximum Percent of Buildings at Minimum Setback Line. Buildings may be located at the minimum setback line for a maximum of eighty percent of the length of the setback line.

D. Hickory Street:

1. Maximum Height. Four stories or fifty feet; two stories or twenty-five feet for accessory buildings. Building height is measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be eighteen feet.

3. Street Side Yard. The minimum side street yard/side of building setback shall be five feet.

E. Willow Street:

1. Maximum Height. Four stories or fifty feet; two stories or twenty-five feet for accessory buildings. Building height is measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be twenty-five feet.

3. Street Side Yard. The minimum side street yard setback shall be eight feet, three inches; the maximum side street yard setback shall be fifteen feet.

4. Maximum Percent of Buildings at Minimum Setback Line. Buildings may be located at the minimum setback line for a maximum of eighty percent of the length of the setback line.

F. Central Avenue:

1. Maximum Height. Four stories or fifty feet; two stories or twenty-five feet for accessory buildings. Building height is measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be eighteen feet.

3. Street Side Yard. The minimum side street yard/side of building setback shall be five feet.

G. Enterprise Drive East:

1. Maximum Height. Two and one-half stories or thirty feet maximum; two stories or twenty-five feet for accessory buildings. Building height is measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be eighteen feet.

3. Street Side Yard. The minimum side street yard setback shall be five feet.

4. Maximum Percent of Buildings at Minimum Setback Line. Buildings may be located at the minimum setback line for a maximum of eighty percent of the length of the setback line.

H. All Neighborhood Streets:

1. Maximum Height. Four stories or fifty feet; two stories or twenty-five feet for accessory buildings. Building height is measured from finished grade at entry to the top of the ridge/parapet.

2. Front Yard. The minimum front yard setback shall be ten feet; the maximum front yard setback shall be eighteen feet.

3. Street Side Yard. The minimum side street yard setback shall be five feet.

4. Maximum Percent of Buildings at Minimum Setback Line. Buildings may be located at the minimum setback line for a maximum of 80 percent of the length of the setback line.

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

17.13.040 General development standards.

The following development standards apply except where a more stringent requirement is established in Section 17.13.030, Maximum Height and Setback Standards by Street. See Section 17.13.060 and Chapter 17.28 for design standards for residential and residential mixed-use development.

A. Single- to Four-Unit Development. Table 17.13.040.A, Development Standards-Single-to Four Unit Development, prescribe the development standards for single-unit development with the following adjustments:

1. Lot depth for alley loaded residential development~~homes~~ shall be measured from back of walk/centerline of paseo to the centerline of the alley.

2. For attached residential development~~homes~~ with garages at the rear or front of the lot, the setback may be reduced to five feet to the garage door.

3. For front loaded single-unit residential development~~family homes~~, the rear yard setback may be reduced to five feet for up to fifty percent of the lot width.

4. Building height shall be measured from the finished grade at the front entry to the top of the ridge/parapet.

5. Front setback shall be measured from back of sidewalk or centerline of paseo.

6. For all alley-loaded residential development~~homes~~, the setback may be reduced to four feet to the garage door. The setback to living space on second- and third-floors may be reduced to two feet from the edge of alley.

TABLE 17.13.040.A: DEVELOPMENT STANDARDS-SINGLE-TO-FOUR-UNIT DEVELOPMENT				
Standard	Single-Unit, Detached		Single Unit, Attached	
	Front Loaded	Alley Loaded	Front Loaded	Alley Loaded
Lot Dimensions				
Lot Width				
Minimum	32 ft	30 ft	15 ft	15 ft
Maximum	65 ft	60 ft	35 ft	35 ft
Lot Depth				
Minimum	45 ft	50 ft	50 ft	50 ft
Maximum	150 ft	150 ft	90 ft	90 ft
Setbacks				
Front				
Porch/stoops (minimum)	6 ft	6 ft	6 ft	6 ft
Building Face (minimum)	8 ft	8 ft	8 ft	8 ft
Building Face (maximum)	18 ft	16 ft	16 ft	16 ft
~~**Lot Dimensions**~~				
Rear				
Main Building (minimum)	10 ft	10 ft	10 ft	10 ft
Accessory Building (minimum)	5 ft (A)	~~4~~14 ~~or 28~~ ft (A)	5 ~~or 28~~ ft (A)	5 ~~or 28~~ ft (A)
Side				
Main Building (minimum)	3 ft 3 in	3 ft 3 in	3 ft 3 in	3 ft 3 in

Main Building at Corners (minimum)	8 ft 3 in	8 ft 3 in	8 ft 3 in	8 ft 3 in
Porch/stoops at Corners (minimum)	6 ft	6 ft	6 ft	6 ft
Accessory Building/Garage (minimum)	3 ft 3 in	3 ft 3 in	3 ft 3 in	3 ft 3 in
Accessory Building/Garage at Corners (minimum)	8 ft 3 in	8 ft 3 in	8 ft 3 in	8 ft 3 in
Site Coverage				
Maximum Site Coverage (not including porches)	60%	60%	75%	75%
Specific Requirements: A. On lots with access easements located at the rear of the property, the setback shall be measured from the easement boundary nearest the primary building.				

B. Commercial, Office, and Multi-Unit Development. Table 17.13.040.B, Development Standards-Commercial, Office, and Multi-Unit Development, prescribe the development standards for commercial, office, and multi-unit development. See Section 17.13.060 and Chapter 17.28 for design standards for residential and residential mixed-use development.

TABLE 17.13.040.B: DEVELOPMENT STANDARDS- COMMERCIAL, OFFICE, AND MULTI-UNIT DEVELOPMENT		
Standard	Commercial and Office	Multi-Unit
Building Form		
Maximum Length of Building Façade with no Courtyard Break (ft)	300	n/a~~300~~
Maximum Building Depth (ft)	300	n/a
Setbacks		
From Public Right-of-Way		

Porches/Stoops/Balconies	n/a	6~~10~~ ft min
Building	Ground floor: 0 min, 10 ft max Upper floors: 10 ft where ground floor at 0 to 5 ft; 5 ft where ground floor at 5 to 10 ft	8~~15~~ ft min
From Other Buildings On-Site		
Residential Buildings	20 ft min	Front/front: 19 ft min Side/side: 10 ft min Front/side: 15 ft min
Community or Service Buildings	n/a	25 ft min
Building Form		
Non-residential Buildings	20 ft min	n/a
Carports	15 ft min	15 ft min
From Non-Street Property Line		
Of Single-Unit Dwelling, Attached or Multi-Unit Lot	20 ft min	~~15~~10 ft min
Of Single-Unit Dwelling, Detached Lot	25 ft min	30 ft min
Non-residential Buildings	25 ft min	n/a
From On-Site Parking, Drive Aisle, or Lane	15 ft min	5 ft min

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018; Ord. No. 516, § 4(Exh. A), 9-26-2019)

17.13.050 Parking.

Parking shall be provided pursuant to Chapter 17.23, Parking and Loading, except as provided below:

A. Required Parking Spaces.

1. Senior Housing. For senior housing, parking shall be at 0.5 spaces per unit, inclusive of guest parking.

2. Commercial Uses. For all uses in the commercial use classification, parking shall be at three spaces per one thousand square feet.

B. Minimum Parking Space and Garage Dimensions. Minimum parking space/interior garage dimensions shall be as follows. Appliances such as washers, dryers, water heaters and utility sinks that take up the floor area of garages shall be outside of the required minimum dimensions.

1. Parallel striped spaces: Eight feet wide by twenty feet deep.

2. Single car garage: ten feet wide by twenty feet deep.

3. Two car, side by side, garage: twenty feet wide by twenty feet deep.

C. Maximum Garage Width.

1. For street facing garages, ~~maximum garage width shall be that which accommodates two conventional cars and an area for guest parking~~ the maximum width of a driveway door shall be twenty-two feet.

2. A street loaded garage may not occupy fifty percent or more of a lot's width.

D. Maximum Driveway Width. Dwelling unit driveways that serve as parking areas shall be a maximum of twenty feet wide. If such parking areas are included, a pedestrian walkway connecting parking to the units is ~~recommended~~required.

E. Garage aprons directly adjacent to sidewalks shall be either less than five feet deep or more than eighteen feet deep as measured from the garage door. Parking shall not be allowed on aprons that are five feet or less.

~~E. Design Guidelines. The following guidelines and recommendations apply to garages and parking:~~

~~1. Nonstreet-loaded garages are encouraged.~~

~~2. Site and building design shall be utilized to minimize the impact of parking aprons and garages on the streetscape.~~

~~3. Garage layout and design should minimize the visual impact of the garage door and parking apron on the streetscape.~~

~~4. A garage should not occur directly at the end of a parking court as viewed from the street.~~

~~5. To discourage obstruction of the driveway, garage aprons shall be either less than five feet deep or more than eighteen feet deep as measured from property line. The deeper parking aprons should be limited to the rear units; however, they can be visible from the street. Parking shall not be allowed on aprons that are five feet.~~

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

17.13.060 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.14 OLD TOWN (-OT) OVERLAY DISTRICT

17.14.010 Purpose.

This overlay district provides supplementary design standards and modifies development standards for base districts located within the Old Town Newark Specific Plan Area. The overlay district accommodates a range of medium and high-density housing, and retail and service commercial uses; and encourages development in a vertical mixed-use pattern. It enforces design standards to support pedestrian connections, human-scaled design, housing opportunity, commercial viability, usable open spaces, and financial feasibility.

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.14.020 Applicability.

The standards and regulations of this chapter apply to the planning area designated in the Old Town Specific Plan and areas designated with the -OT extension on the zoning map. Except as provided in this chapter, all new structures and development, as well as alterations to existing structures, shall comply with the requirements of the base zoning district. All residential and residential mixed-use development shall comply with the requirements of Chapter 17.28 – Residential and Residential Mixed Use Design Standards as prescribed by section 17.14.070.

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.14.030 Permitted uses.

Any use permitted in the underlying district which is combined with an -OT overlay district, shall be allowed subject to the permitting levels of the underlying district. Additionally, the following uses are permitted in the CMU-OT district, subject to a minor use permit:

A. Custom manufacturing.

B. Food and beverage manufacturing (small scale).

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.14.040 Supplementary design standards.

A. Facade Length. For buildings with facade lengths greater than sixty feet along Thornton Avenue, place an entry point at least every fifty feet along the Thornton Avenue frontage.

B. Ground-Floor Residential. Where residential uses occupy the ground-floor, the following requirements shall apply:

1. Residential units shall not be permitted on the ground-floor of a development fronting on Thornton Avenue, with the exception of live/work units, but may be located elsewhere on the ground-floor if set back a minimum of ten feet from the property line.

2. Stoops and/or common areas, such as lobbies, community rooms, and work-out spaces, are permitted on the ground-floor of Thornton Avenue frontage, up to the property line, as long as one or more windows or openings provide transparency into the common space.

C. Mixed-Use Residential Buildings. Mixed-use residential buildings shall meet the following standards:

1. On corner lots, residential lobbies shall be located on Thornton Avenue or within fifty feet from Thornton Avenue. If there is ~~not enough~~ less than 25 feet of Thornton Avenue frontage for a residential lobby and a retail space, the Thornton Avenue frontage shall accommodate the retail space and the residential entry may be placed elsewhere. In a building with two or more retail entrances and a residential lobby on a single frontage, retail entrances shall be located adjacent to one another, such that residential lobbies do not break up continuous retail or inhibit future demising.

2. Work with the structural grid to minimize interruptions by columns. Place columns to maximize flexibility for reconfiguring commercial spaces over time. Maintain spacing of a minimum 30 feet ~~-~~in all directions for concrete or steel construction and ~~of~~ fifteen feet in all directions for wood frame construction. Portions of parcels of less than 30 feet in width shall be exempt from this requirement.

3. Restaurants and food service businesses shall locate vents away from pedestrian areas and usable open spaces. Vents shall be located at least ten feet above grade on the Thornton Avenue frontage and adjacent to usable open spaces.

D. Open Space. Open space shall be designed as required by ~~subsection 17.07.030.D~~Chapter 17.28, with the following exceptions:

1. Location. Notwithstanding ~~subsections 17.07.030.D.1.b.ii and 17.07.030.D.2.d.i~~Section 17.28.060, required open space for single-, two-, or multi-unit buildings may be located in a required front or street side setback.

~~2. Minimum Dimensions. Notwithstanding subsection 17.07.030.D.2.b.ii, common open space shall have a minimum dimension of ten feet in any direction.~~

~~3. Screening. Required private open space shall be screened by a fence not less than six feet in height located at ground level and by a railing not less than forty-two inches in height when located on a balcony. Fencing and railings do not need to be solid.~~

E. Commercial Entrances on Corner Lots. For lots with two or more frontages and containing at least twenty feet of frontage on Thornton Avenue:

1. At least one retail entrance shall be located on Thornton Avenue or at the corner intersection of the lot lines.

2. Notwithstanding subsection 17.08.040.F.4 or Section 17.28.070, corner parcels need not locate building entrances at a forty-five-degree angle.

F. Small Vendors. The overlay district accommodates small commercial vendor spaces, such as flower shops and craft vendors through tenant space demising. Notwithstanding subsection 17.08.040.A, small commercial vendor space may be accommodated as follows:

1. A space with a minimum dimension of two feet may be built into an exterior wall as a shelf for vending outdoors for existing or new development.

2. For an existing non-conforming commercial tenant space, further demising is allowed for the establishment of a stall or pop-up vendor with a minimum depth of five feet.

G. Back of House. Commercial loading, trash, and other back of house functions shall be accessed from alleys or rear of buildings, away from Thornton Avenue, unless the parcel does not have secondary access, so that they are accessible for deliveries and employees, and not disruptive to pedestrian circulation.

H. Refuse Collection. To supplement regulations in Section 17.17.120 (trash and recycling collection areas) and Section 17.28.060, the following standards apply to existing businesses and new development. The intent is to facilitate organized, consolidated, and clean refuse areas that do not obstruct the public realm:

a. Location. Notwithstanding the requirements of subsection 17.17.120.B.2.b, waste and recycling storage areas may be located within parking areas, required street side setback, and be visible from the public right-of-way, and—in the case of existing buildings only may be located in the front yard setback—if they meet the screening and enclosure requirements in subsection 17.17.120.B.2. Storage areas may also be located in, and replace, a required parking space, if screening and enclosures are designed to the satisfaction of the community development director.

b. Screening and Enclosures. Existing properties and businesses shall construct screening ~~and roofed~~ enclosures for refuse, as specified in subsection 17.17.120.B.2.d and e, as a condition of any building permit valued at fifty thousand dollars or higher, or upon approval of a change of use/use permit.

c. Drainage. Existing properties and businesses shall provide floor drains in trash enclosures, as specified in subsection 17.17.120.B.2.j, as a condition of any building permit valued at one hundred thousand dollars or higher. Projects with one to four residential units subject to the provisions of Chapter 17.28 are exempt from this requirement.

d. Shared Containers. Shared containers or dumpsters may service two or more commercial tenants on a single parcel, or two or more abutting parcels, to consolidate the space devoted to refuse containers.

e. Pick-up Operations. On pick-up days, containers shall be placed back in enclosures or storage locations immediately following pick-up.

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.14.050 Supplementary design guidelines and standards.

A. Outdoor Dining. To supplement regulations in Section 17.26.170 (outdoor dining), the following ~~guidelines~~standards ~~encourage~~apply to outdoor dining adjacent to the building edge:

1. Connect restaurant interiors to outdoor seating areas by providing direct access ~~at~~through windows, doors, or other openings.

2. Provide movable seating to facilitate flexibility in dining configurations and to support public health.

3. Provide ~~shade opportunities with~~ awnings, ~~or~~ colonnades, umbrellas, or similar shade features.

B. Architectural Features. The following standard applies to new ~~New~~ developments: ~~should~~

1. ~~i~~ncorporate public art, such as murals, gates, screens, and sculpture, as part of the building exterior.

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

17.14.060 Parking.

Notwithstanding Chapter 17.23, the following modifications to parking standards shall apply:

A. Vehicle Parking Requirements. This chapter modifies the requirements in Table 17.23.040 as follows:

1. Multi-Unit Residential Building: Minimum of one and one-quarter spaces per unit; maximum of two spaces per unit. No additional guest parking required.

2. Group Residential: One-quarter per bedroom.

B. Parking Credits.

1. On-street parking along a lot's corresponding frontage lines shall be counted toward the parking requirement. Where an on-street parking space is adjacent to multiple lots, the credit shall be given to the development on the lot whose frontage contains more than fifty percent of the parking space length.

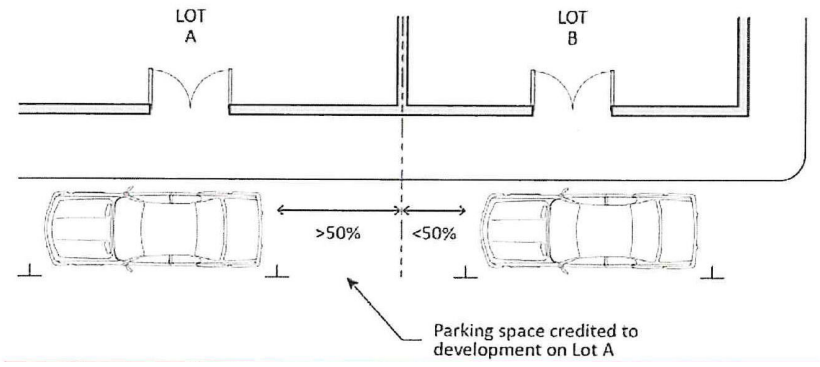


FIGURE 17.14.060.B.1: ON-STREET PARKING CREDIT

2. Where a use with a legal nonconforming parking deficiency is replaced, the new use shall receive a parking credit equal to the number of required automobile parking spaces unmet (based on this zoning) by the previous use.

C. Driveway Access. New driveway access to sites on Thornton Avenue ~~which~~ that require vehicular movement across the sidewalk on Thornton Avenue shall be prohibited. Exceptions shall be granted where required by law; as applied to parcels owned, leased or controlled by the city; or in the case of interior lots or where sites are not accessible from any other public right of way.

D. Location. No off-street surface parking spaces shall be located between the front lot line and the front wall of a building fronting Thornton Avenue, except upon the granting of a minor use permit. To grant such a minor use permit, the city shall make the following findings:

1. That the parking spaces are required by Section 17.23.040.

2. That there is no other feasible way to provide the required parking.

3. That all applicable provisions of the design standards in Section 17.23.090 and Chapter 17.28 have been met.

E. Long-Term Bicycle Parking Requirements. This chapter modifies the requirements in subsection 17.23.070.B.1.a as follows:

1. Residential Uses. A minimum of one long-term bicycle parking space shall be provided for each apartment in a multi-unit development, and for each bedroom in a group residential~~,~~ and/or single room occupancy.

F. Multiple Uses. Retail parking shall be separated from residential parking in parking structures; retail parking areas shall not have access to residential entrances or parking spaces.

G. Mechanical Lifts. Mechanical parking lifts may be used for parking spaces intended and required for frequent users, such as residents and employees. Parking spaces intended and required for visitors, customers or infrequent users shall not use mechanical lifts unless an attendant is provided during all operating hours of the use the parking is intended to serve. Lift design must allow for removal of any single vehicle without necessitating the temporary removal of any other vehicle.

H. Wrapped Structured Parking. Structured parking is encouraged, but must be concealed from Thornton Avenue by wrapping with commercial or habitable uses. Alternatively, structured parking may be designed with sufficient architectural treatment, subject to the approval of the community development director. Unutilized air shafts between parking structures and wrapped uses are prohibited.

I. Unbundled Parking. Residential parking spaces in multi-unit~~family~~ or mixed-use rental projects shall be leased separately from dwelling units. No resident shall be required to lease a parking space.

17.14.070 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

(Ord. No. 532, § 4(Exh. B), 10-14-2021)

Chapter 17.15 BY-RIGHT HOUSING (-BRH) OVERLAY ZONE DISTRICT

17.15.010 Purpose.

This overlay zone district provides supplementary land use, affordable housing requirements, and review procedures for base districts located within the city. The overlay zone district implements requirements of state law regarding streamlined review procedures for residential projects identified in the city's adopted general plan housing element that have been "carried over" from previously adopted housing elements. This zone district does not modify permitted uses, nor does it restrict property owners from developing projects consistent with the requirements provided in this title for the base or underlying zone district.

(Ord. No. 547, § 4(Exh. B), 1-11-2024)

17.15.020 Applicability.

The standards and regulations of this chapter apply to the planning area designated with the -BRH extension on the zoning map. Except as provided in this chapter, all new structures and development as well as alterations to existing structures, shall comply with the requirements of the base zoning district and Chapter 17.28 – Residential and Residential Mixed Use Design Standards. See Section 17.15.050 for design standards for residential and residential mixed-use development.

(Ord. No. 547, § 4(Exh. B), 1-11-2024)

17.15.030 Permitted uses.

Any use permitted in the underlying district that is combined with a -BRH overlay zone district shall be allowed subject to the procedures of the underlying district, as modified by the -BRH district.

(Ord. No. 547, § 4(Exh. B), 1-11-2024)

17.15.040 Procedures.

A. Residential Uses Allowed By-Right. Residential projects that comply with all applicable objective standards and criteria applicable to~~of~~ the underlying district, include a minimum of twenty dwelling units per acre, and provide twenty percent of the units in the project as affordable to lower-income households do not require discretionary review under this title. Lower income shall have the same meaning as in Health and Safety Code section 50079.5. Qualifying projects are still subject to design review, except that such design review shall be ministerial, notwithstanding anything in NMC Chapter 17.35 to the contrary.

B. Requirements for Affordable Units. The developer of a residential project under this chapter shall comply with the provisions of NMC 17.18.060 for the residential units designated as affordable to lower-income households, consistent with applicable requirements in state law. Where the requirements of state law conflict with the requirements of this title, state law shall prevail.

(Ord. No. 547, § 4(Exh. B), 1-11-2024)

17.15.050 Design standards for residential and residential mixed-use development.

Design standards for residential and residential mixed-use development (as defined in Chapter 17.46) are prescribed by Chapter 17.28 Residential and Residential Mixed-Use Design Standards. These standards shall be used as described in Section 17.28.020.

Chapter 17.17 GENERAL SITE REGULATIONS

17.17.010 Purpose and applicability.

The purpose of this chapter is to prescribe development and site regulations that apply, except where specifically stated, to development in all districts. These standards shall be used in conjunction with the standards for each zoning district established in Article II, Base and Overlay District Regulations. In any case of conflict, the standards specific to the zoning district shall override these regulations. For residential and residential mixed-use development subject to Chapter 17.28 Residential and Residential Mixed-Use Design Standards, the standards contained in Chapter 17.17 shall be used in conjunction with the standards established in Section 17.28.060 as described in Section 17.28.020.

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

Chapter 17.21 LANDSCAPING

17.21.020 Applicability.

The provisions of this chapter shall apply to the following:

A. All new development.

B. Additions to multi-unit and non-residential development that expand existing floor area by ten percent or more.

C. All new and rehabilitated landscaping projects that include new irrigated landscaping over five hundred square feet.

D. Exceptions. The provisions of this chapter do not apply to the following:

1. Farming, agriculture, and crop production including vegetable gardens, vineyards, and small orchards.

2. Public recreational areas (designated for active play, recreation, interpretation or public assembly).

3. Registered local, state or federal historical sites.

4. Habitat restoration projects that do not require a permanent irrigation system.

5. Mined-land reclamation projects that do not require a permanent irrigation system.

6. Existing plant collections, as part of botanical gardens and arboretums open to the public.

E. For residential and residential mixed-use development subject to Chapter 17.28 Residential and Residential Mixed-Use Design Standards, the standards contained in Chapter 17.21 shall be used in conjunction with the standards established in Section 17.28.060 as described in Section 17.28.020.

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

17.23 PARKING AND LOADING

17.23.090 Parking area design and development standards.

All parking areas except those used exclusively for stacked or valet parking, shall be designed and developed consistent with the following standards. Parking areas used exclusively for stacked or valet parking are subject only to Subsections I through M. Stacked or valet parking areas which will allow parking at some times without attendants must be striped in conformance with the layout requirements of this section.

For residential and residential mixed-use development subject to Chapter 17.28 Residential and Residential Mixed-Use Design Standards, the standards contained in Section 17.23.090 shall be used in conjunction with the standards established in Section 17.28.060 as described in Section 17.28.020.

A. Tandem Parking.

1. Tandem parking is not permitted to satisfy the off-street parking requirement~~.~~ except for residential parking if all the following requirements are satisfied:

   a. The minimum dimension of any tandem parking space shall be nine feet wide by thirty-eight feet deep.

   b. A tandem parking space shall only count as two required parking spaces if both spaces in the tandem parking space are reserved exclusively for use by a single residential unit.

2. Tandem parking shall only be permitted to count as two required parking spaces in parking areas or structures available to multiple residential units if a parking management program is in place to ensure that both spaces in a given tandem parking space are reserved exclusively for use by a single residential unit.

(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 505, § 3(Exh. A), 7-12-2018)

Chapter 17.46 DEFINITIONS

Dwelling unit, primary. An existing or proposed residential structure to which an accessory dwelling unit is accessory.

Onsite amenities. Areas provided for use by building tenants that may include but are not limited to the following: community gardens, outdoor kitchens or barbeque (BBQ) areas, playgrounds, dog parks, swimming pools, exercise areas, and sport courts. Landscaping, turf or lawn areas, or open courtyard and patio seating areas.

Open space. Area that is not fully enclosed by walls or solid roof that allows for outdoor living, recreation, and/or the creation and maintenance of natural and planted areas.

Open space, common. Open space accessible to all dwelling units in the development.

Open space, private. Open space accessible to only one dwelling unit.

Residential development. One or more structures containing one or more dwelling units with no non-residential uses other than incidental accessory uses.

Residential mixed-use development. One or more residential units located in the same building, parcel, or planning application as a commercial, office, or other non-residential use(s).

Wall plane. A continuous flat area of wall surface that is not broken by a change in depth or angle.

Chapter 17.34 DESIGN REVIEW

17.34.010 Purpose.

This chapter establishes the design review procedure to ensure that new development and alterations to existing structures support the goals and objectives of the general plan and other adopted plans and comply with applicable guidelines, zoning, development and design standards, and applicable state law. The specific purposes of the design review process are to:

A. Promote excellence in site planning and design and the harmonious appearance of buildings and sites;

B. Ensure that new and modified uses and development will be compatible with the existing and potential development of the surrounding area;

C. Supplement other city regulations and standards in order to ensure control of aspects of design that are not otherwise addressed; and

D. Establish design review procedures consistent with applicable state law, including procedures for both discretionary and ministerial review.

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

17.34.020 Applicability.

A. Design review is required for all projects that require a permit for new construction, reconstruction, rehabilitation, alteration, or other improvements to the exterior of a structure, site, or a parking area, except for:

1. Additions, construction, reconstruction, alterations, improvements, and landscaping for a project developed in compliance with a previous design review approval; and

2. Replacement of exterior materials, including openings, with the same materials.

B. Design review shall be processed in accordance with the following review processes based upon the project type:

1. Discretionary Design Review. Applies to all projects requiring discretionary review under this title as follows:

a. Standard Design Review. Applies to all projects as prescribed in Section 17.34.020(A) except for:

i. Single-unit residential development projects; and

ii. Projects eligible for ministerial review as prescribed in this chapter or applicable state law.

b. Single-Unit Design Review. Applies to projects consisting of one single-unit dwelling (single-unit residential development) including, but not limited to new single-unit residential development; second-story additions and exterior modifications to existing single-unit residential development; and additions and exterior modifications located at the front (including street-side yards for corner lots) of existing single-unit residential development, that meet any of the following criteria:

i. Single-unit residential development projects that exceed the maximum number of waivers permitted pursuant to Chapter 17.37 Waivers; or

ii. Single-unit residential development projects for which the applicant elects Single-Unit Design Review in lieu of Ministerial Streamlined Design Review.

c. Discretionary Streamlined Design Review. Applies to projects for which local review remains discretionary, but review is limited to objective standards as required by applicable state law.

2. Ministerial Streamlined Design Review. Applies to projects that are eligible for ministerial review under this chapter or applicable state law and that comply with the general plan and other adopted plans, zoning, and objective development and design standards and do not exceed the maximum number of waivers permitted pursuant to Chapter 17.37 Waivers. Projects that receive a density bonus, incentives or concessions, development standard waivers, or parking reductions pursuant to California Government Code Section 65915 and Chapter 17.19, or as amended, shall not be considered inconsistent with the General Plan, zoning, or applicable development and design standards as a result of receiving such modifications. Eligible projects include:

a. Single-unit residential development including:

i. New single-unit residential development;

ii. Second-story additions and exterior modifications to existing single-unit residential development; and

iii. Additions and exterior modifications at the front (including street-side yards for corner lots) of existing single-unit residential development.

b. Qualifying residential projects within the planning area designated with the By-Right Housing Overlay Zone District (Chapter 17.15);

c. Residential and mixed-use residential development projects eligible for ministerial review under applicable state law; and

d. All other types of projects eligible for ministerial review under applicable state law, including, but not limited to, emergency shelters and low-barrier navigation centers.

e. Residential and mixed-use residential development projects consisting of at least two but not more than 200 dwelling units that comply with all the following:

i. The project is consistent with the general plan and other adopted plans;

ii. The project is consistent with, and does not deviate from, all applicable objective development and design standards;

iii. The project does not require a conditional use permit, variance, legislative change, or any other discretionary entitlement or request under this title, except for waivers permitted pursuant to Chapter 17.37 Waivers. Projects that obtain a density bonus, incentives or concessions, development standard waivers, or parking reductions pursuant to California Government Code Section 65915 and Chapter 17.19, shall not be considered a waiver, variance, legislative change, or other discretionary entitlement or request for purposes of this subsection;

iv. The project is not located:

1. Within a planned unit development;

2. Within a historic district listed on the National Register of Historic Places, the California Register of Historical Resources, or within a locally designated historic district;
3. On or within 1,000 feet of an existing or former landfill;
4. On a site of more than 20 acres and does not satisfy any of the criteria specified in Public Resources Code Section 21080.66(a)(3);
5. On a site known to contain archaeological resources, paleontological resources, tribal cultural resources, or human remains;
6. On a site in which any of the features, characteristics, or conditions specified in Government Code Section 65913.4(a)(6) are present.

v. The project does not involve:

1. The demolition of a historic or cultural resource that is listed on a national, state, tribal, or local historic register;
2. The demolition of a dwelling unit occupied by one or more tenants in a multi-unit development within one year prior to the time an application is submitted under this chapter;
3. The demolition of a dwelling unit subject to an affordable housing regulatory agreement;
4. A net reduction in the total number of dwelling units on the site; or
5. A net reduction in the total number of lodging rooms on the site.

C. Exceptions for Existing Development. Ground floor additions and exterior modifications to existing development that do not face a public street and comprise less than fifty percent of the proposed total floor area may be exempt from design review subject to approval by the Community Development Director.

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

17.34.030 Assignment of design review responsibilities.

A. Discretionary Design Review. The planning commission or community development director (Director) shall review all Discretionary Design Review applications, including Standard Design Review, Single-Unit Design Review, and Discretionary Streamlined Design Review, for compliance with the general plan and other adopted plans, applicable guidelines, zoning, development and design standards, and applicable state law.

1. Planning Commission. The planning commission shall have design review authority for all projects that are processed concurrently with other applications under this title requiring planning commission approval (such as conditional use permits and variances).
2. Director.
    a. The Director shall have design review authority for all projects that do not meet the criteria listed in Subsection A(1).

b. The Director may refer items directly to the planning commission for review when in the Director's opinion the public interest would be better served by having the planning commission conduct design review.

B. Ministerial Streamlined Design Review. The director shall review Ministerial Streamlined Design Review applications for compliance with the general plan and other adopted plans, zoning, objective development and design standards, and applicable state law. Where permitted by applicable state law, the Director may refer applications to the planning commission for review, provided that such review remains objective and ministerial as prescribed in Section 17.34.060(D).

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

17.34.040 Procedures, design guidelines and standards.

A. Forms and Fees. Written applications for design review applications shall be submitted to the planning division in compliance with the application procedures in Chapter 17.31, Common Procedures.

B. Public Notice.

1. Notice shall be provided as follows:

a. Single-Unit Residential Development. First-class mail delivery to all property owners within a minimum two-hundred-foot radius of the subject property, as shown on the latest available assessment roll.

b. Development Other Than Single-Unit Residential Development. First Class mail delivery to all property owners within a minimum four-hundred-foot radius of the subject property, as shown on the latest available assessment roll.

2. Ministerial Streamlined Design Review. Public Notice is not required.

C. Standard Design Review and Single-Unit Design Review. Standard Design Review and Single-Unit Design Review applications shall be consistent with the general plan and other adopted plans, applicable guidelines, zoning, development and design standards, and applicable state law. Design guidelines provide standards to be used in the design review process. They are intended to promote high-quality design, well-crafted and maintained buildings and landscaping, the use of high-quality building materials, and attention to the design and execution of building details and amenities in both public and private projects.

D. Discretionary Streamlined Design Review and Ministerial Streamlined Design Review. Discretionary Streamlined Design Review and Ministerial Streamlined Design Review applications shall be consistent with the general plan and other adopted plans, zoning, objective development and design standards, and applicable state law.

E. Concurrent Processing. When a design review application is processed concurrently with another application under this title, the design review application shall be submitted to the planning division as part of the underlying application.

F. Reviewing Authority. When a design review application is processed concurrently with another application under this title, the reviewing authority shall be determined in accordance with Section 17.30.060.

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

17.34.050 Scope of design review.

A. Design Review Considerations. Design review shall be based on consideration of the requirements of this chapter as they apply to the design of the site plan, structures, landscaping, and other physical features of a proposed project, including:

1. Building proportions, massing, and architectural details;
2. Site design, orientation, location, and architectural design of buildings relative to existing structures on or adjacent to the property, topography, and other physical features of the natural and built environment;
3. Size, location, design, development, and arrangement of on-site parking and other paved areas;
4. Exterior materials and, except in the case of design review of a single-family residence, color as they relate to each other, to the overall appearance of the project, and to surrounding development;
5. Height, materials, design, fences, walls, and screen plantings;
6. Location and type of landscaping including selection and size of plant materials, and design of hardscape; and
7. Size, location, design, color, lighting, and materials of all signs.

17.34.060 Design review criteria and findings.

A. Discretionary Design Review. When conducting Standard Design Review and Single-Unit Design Review, the review authority shall evaluate applications to ensure that they satisfy the following findings, conform to the policies of the general plan and any applicable specific plan, any adopted design guidelines, and are consistent with any other adopted policies or for this purpose. To obtain design review approval, projects must satisfy the following findings to the extent they apply.

1. The overall design of the project including its scale, massing, site plan, exterior design, and landscaping will enhance the appearance and features of the project site and surrounding natural and built environment.
2. The project design is appropriate to the function of the project and will provide an attractive and comfortable environment for occupants, visitors, and the general community.
3. Project details, materials, signage and landscaping, are internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the proposed architectural design.
4. The design of streetscapes, including street trees, lighting, and pedestrian furniture, is consistent with the intended character of the area.
5. Parking areas are designed and developed to buffer surrounding land uses; compliment pedestrian-oriented development; enhance the environmental quality of the site, including minimizing stormwater run-off and the heat-island effect; and achieve a safe, efficient, and harmonious development.
6. Lighting and lighting fixtures are designed to complement buildings, be of appropriate scale, provide adequate light over walkways and parking areas to create a sense of pedestrian safety, and avoid creating glare.

7. Landscaping is designed to be compatible with and enhance the architectural character and features of the buildings on site, and help relate the building to the surrounding landscape.

B. Single-Unit Design Review. In addition to the findings set forth under Subsection A, single-unit development projects processed under Single-Unit Design Review shall be consistent with the Single Family Residential Design Review Guidelines as adopted by the Planning Commission on April 24, 2007, or as amended. Single-unit development projects processed under Single-Unit Design Review shall not be subject to the design standards in Chapter 17.28 Residential and Residential Mixed-Use Design Standards.

C. Discretionary Streamlined Design Review. To obtain approval, projects must satisfy all of the following criteria. For projects processed pursuant to applicable state law, consistency shall be determined based on the objective standards and requirements applicable to the project under such law.

1. The project is consistent with applicable general plan and other adopted plans, zoning, design, and development standards.

2. The project is eligible for streamlined discretionary review pursuant to applicable state law.

D. Ministerial Streamlined Design Review. To obtain approval, projects must satisfy all of the following criteria. For projects processed pursuant to applicable state law, consistency shall be determined based on the objective standards and requirements applicable to the project under such law.

1. The project is consistent with applicable objective general plan and other adopted plans, zoning, design, and development standards.

2. The project is eligible for streamlined ministerial review pursuant to applicable state law or Section 17.34.020(B)(2).

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

17.34.070 Timing and notice of action

A. Date of Action. The responsible authority shall decide to approve, conditionally approve, or deny any discretionary or ministerial application within the timeframes required by applicable state law, including the Permit Streamlining Act (Government Code Section 65920 et seq.). For discretionary applications requiring a public hearing, action shall be taken following the closure of the public hearing.

B. Notice of Action.

1. Discretionary Design Review . For all Discretionary Design Review applications, including Standard Design Review, Single-Unit Design Review, and Discretionary Streamlined Design Review, notice of action shall be provided pursuant to Subsection 17.31.080.B, Notice of Action. In addition to the recipients identified in Subsection 17.31.080(B), Notice of Action, notice shall also be provided pursuant to Section 17.34.040(B).

2. Ministerial Streamlined Design Review. Notwithstanding Subsection 17.31.080.B, notice of action for Ministerial Streamlined Design Review applications shall be provided as follows:

a. The notice shall describe the action taken, including any applicable conditions, and shall list the criteria for approval. The Director shall file the notice with the city clerk, mail the notice to the applicant, to the members of the city council and the planning commission,

and to any other person or entity that has filed a written request for such notification with the planning division, and post the notice on the City's website.

17.34.080 Calls for review.

A. Discretionary Design Review. For all Discretionary Design Review actions, including Standard Design Review, Single-Unit Design Review, and Discretionary Streamlined Design Review, notice of decision by the director shall be communicated to the members of the city council and planning commission in accordance with Section 17.31.100.

B. Ministerial Streamlined Design Review. For Ministerial Streamlined Design Review actions, notice of decision by the director shall be communicated to the members of the planning commission and city council after approval. Notwithstanding Section 17.31.100, such actions are not subject to calls for review.

17.34.090 Appeals, expiration, extensions, and modifications.

A. Appeals.

1. Decisions on all Discretionary Design Review applications, including Standard Design Review, Single -Unit Design Review, and Discretionary Streamlined Design Review, shall be subject to the appeal provisions under Section 17.31.110, Appeals.

2. Decisions on Ministerial Streamlined Design Review applications shall not be subject to the appeal provisions under Section 17.31.110; however, a decision on such an application may be subject to one reconsideration by the Director.

B. Effective Dates. Design Review approvals shall become effective in accordance with Section 17.31.120, Effective dates.

C. Expiration and Extension.

1. Discretionary Design Review approvals shall be subject to the expiration and extension provisions of Section 17.31.130, Expiration and extension.

2. Ministerial Streamlined Design Review approvals shall be subject to expiration and extension only as permitted by applicable state law. Section 17.31.130 shall apply to the extent consistent with such law.

D. Modification of Approved Plans. Approved Design Review plans may be modified in accordance with Section 17.31.140, Modifications.

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

Chapter 17.34 DESIGN REVIEW

17.34.010 Purpose.

This chapter establishes the design review procedure to ensure that new development and alterations to existing structures supports the goals and objectives of the general plan and other adopted plans and comply with applicable guidelines, zoning, development and design standards, and applicable state lawguidelines. The specific purposes of the design review process are to:

A. Promote excellence in site planning and design and the harmonious appearance of buildings and sites;

B. Ensure that new and modified uses and development will be compatible with the existing and potential development of the surrounding area; and

C. Supplement other city regulations and standards in order to ensure control of aspects of design that are not otherwise addressed; and.

D. Establish design review procedures consistent with applicable state law, including procedures for both discretionary and ministerial review.

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

17.34.020 Applicability.

A. Design review is required for all projects that require a permit for new construction, reconstruction, rehabilitation, alteration, or other improvements to the exterior of a structure, site, or a parking area, except for:

1. Additions, construction, reconstruction, alterations, improvements, and landscaping for a project developed in compliance with a previous design review approval; and

2.1.

3.2. Replacement of exterior materials, including openings, with the same materials.

B. Design review shall be processed in accordance with the following review processes based upon the project type:

1. Discretionary Design Review. Applies to all projects requiring discretionary review under this title as follows:

1.

a. Standard Design Review. Applies to all projects as prescribed in Section 17.34.020(A) except for:

a.

i. Single-unit residential development projects; and

ii.i.

ii. Projects eligible for ministerial review as prescribed in this chapter or applicable state law.

b. Single-Unit Design Review. Applies to projects consisting of one single-unit dwelling (single-unit residential development) including, but not limited to new single-unit residential development; second-story additions and exterior modifications to existing single-unit residential development; and additions and exterior modifications located at the front (including street-side yards for corner lots) of existing single-unit residential development, that meet any of the following criteria:

i. Single-unit residential development projects that exceed the maximum number of waivers permitted pursuant to Chapter 17.37 Waivers; or

ii. Single-unit residential development projects for which the applicant elects Single-Unit Design Review in lieu of Ministerial Streamlined Design Review.

c. Discretionary Streamlined Design Review. Applies to projects for which local review remains discretionary, but review is limited to objective standards as required by applicable state law.

2. Ministerial Streamlined Design Review. Applies to projects that are eligible for ministerial review under this chapter or applicable state law and that comply with the general plan and other adopted plans, zoning, and objective development and design standards and do not exceed the maximum number of waivers permitted pursuant to Chapter 17.37 Waivers. Projects that receive a density bonus, incentives or concessions, development standard waivers, or parking reductions pursuant to California Government Code Section 65915 and Chapter 17.19, or as amended, shall not be considered inconsistent with the General Plan, zoning, or applicable development and design standards as a result of receiving such modifications. Eligible projects include:

a. Single-unit residential development including:

i. New single-unit residential development;

ii. Second-story additions and exterior modifications to existing single-unit residential development; and

iii. Additions and exterior modifications at the front (including street-side yards for corner lots) of existing single-unit residential development.

b. Qualifying residential projects within the planning area designated with the By-Right Housing Overlay Zone District (Chapter 17.15);

c. Residential and mixed-use residential development projects eligible for ministerial review under applicable state law; and

d. All other types of projects eligible for ministerial review under applicable state law, including, but not limited to, emergency shelters and low-barrier navigation centers.

e. Residential and mixed-use residential development projects consisting of at least two but not more than 200 dwelling units that comply with all the following:

i. The project is consistent with the general plan and other adopted plans;

ii. The project is consistent with, and does not deviate from, all applicable objective development and design standards;

iii. The project does not require a conditional use permit, variance, legislative change, or any other discretionary entitlement or request under this title, except for waivers permitted pursuant to Chapter 17.37 Waivers. Projects that obtain a

density bonus, incentives or concessions, development standard waivers, or parking reductions pursuant to California Government Code Section 65915 and Chapter 17.19, shall not be considered a waiver, variance, legislative change, or other discretionary entitlement or request for purposes of this subsection;

iv. The project is not located:

1. Within a planned unit development;
2. Within a historic district listed on the National Register of Historic Places, the California Register of Historical Resources, or within a locally designated historic district;
3. On or within 1,000 feet of an existing or former landfill;
4. On a site of more than 20 acres and does not satisfy any of the criteria specified in Public Resources Code Section 21080.66(a)(3);
5. On a site known to contain archaeological resources, paleontological resources, tribal cultural resources, or human remains;
6. On a site in which any of the features, characteristics, or conditions specified in Government Code Section 65913.4(a)(6) are present.

v. The project does not involve:

1. The demolition of a historic or cultural resource that is listed on a national, state, tribal, or local historic register;
2. The demolition of a dwelling unit occupied by one or more tenants in a multi-unit development within one year prior to the time an application is submitted under this chapter;
3. The demolition of a dwelling unit subject to an affordable housing regulatory agreement;
4. A net reduction in the total number of dwelling units on the site; or
5. A net reduction in the total number of lodging rooms on the site.

C. Exceptions for Existing Development. Ground floor additions and exterior modifications to existing development that do not face a public street and comprise less than fifty percent of the proposed total floor area may be exempt from design review subject to approval by the Community Development Director.

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

17.34.030 Assignment of design review responsibilities.

A. Discretionary Design Review. The planning commission or community development director (Director) shall review all Discretionary Design Review applications, including Standard Design Review, Single-Unit Design Review, and Discretionary Streamlined Design Review, for compliance with the general plan and other adopted plans, applicable guidelines, zoning, development and design standards, and applicable state law.

1. ~~1A.~~ Planning Commission. The planning commission shall have design review authority for all projects that are processed concurrently with other applications under this title requiring planning commission approval (such as conditional use permits and variances).

2. Director.

a. The Director shall have design review authority for all projects that do not meet the criteria listed in Subsection A(1).

b. The Director may refer items directly to the planning commission for review when in the Director's opinion the public interest would be better served by having the planning commission conduct design review.

B. Ministerial Streamlined Design Review. The director shall review Ministerial Streamlined Design Review applications for compliance with the general plan and other adopted plans, zoning, objective development and design standards, and applicable state law. Where permitted by applicable state law, the Director may refer applications to the planning commission for review, provided that such review remains objective and ministerial as prescribed in Section 17.34.060(D).

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

17.34.040 Procedures~~,~~ design guidelines and standards.

A. ~~A.~~ Forms and Fees. Written applications for design review applications shall be submitted to the planning division in compliance with the application procedures in Chapter 17.31, Common Procedures.

B. Public Notice.

1. Notice shall be provided as follows:

a. Single-Unit Residential Development. First-class mail delivery to all property owners within a minimum two-hundred-foot radius of the subject property, as shown on the latest available assessment roll.

b. Development Other Than Single-Unit Residential Development. First Class mail delivery to all property owners within a minimum four-hundred-foot radius of the subject property, as shown on the latest available assessment roll.

2. Ministerial Streamlined Design Review. Public Notice is not required.

~~A.~~C. ~~Design Guidelines. All projects shall be consistent with applicable design guidelines.~~ Standard Design Review and Single-Unit Design Review. Standard Design Review and Single-Unit Design Review applications shall be consistent with the general plan and other adopted plans, applicable guidelines, zoning, development and design standards, and applicable state law. Design guidelines provide ~~recommendations~~ standards to be used in the design review process. They are intended to promote high-quality design, well-crafted and maintained buildings and landscaping, the use of high-quality building materials, and attention to the design and execution of building details and amenities in both public and private projects.

D. Discretionary Streamlined Design Review and Ministerial Streamlined Design Review. Discretionary Streamlined Design Review and Ministerial Streamlined Design Review applications shall be consistent with the general plan and other adopted plans, zoning, objective development and design standards, and applicable state law.

E. Concurrent Processing. When a ~~development project requires a use permit, variance, or any other discretionary approval, the design review application~~ design review application is processed concurrently with another application under this title, the design review application shall be submitted to the planning division as part of the underlying ~~permit, use permit, or variance.~~ application.

F. Reviewing Authority. When a design review application is processed concurrently with another application under this title, the reviewing authority shall be determined in accordance with Section 17.30.060.

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

17.34.050 Scope of design review.

A. ~~A.~~ Design Review Considerations. Design review shall be based on consideration of the requirements of this chapter as they apply to the design of the site plan, structures, landscaping, and other physical features of a proposed project, including:

1. Building proportions, massing, and architectural details;
2. Site design, orientation, location, and architectural design of buildings relative to existing structures on or adjacent to the property, topography, and other physical features of the natural and built environment;
3. Size, location, design, development, and arrangement of on-site parking and other paved areas;
4. Exterior materials and, except in the case of design review of a single-family residence, color as they relate to each other, to the overall appearance of the project, and to surrounding development;
5. Height, materials, design, fences, walls, and screen plantings;
6. Location and type of landscaping including selection and size of plant materials, and design of hardscape; and
7. Size, location, design, color, lighting, and materials of all signs.

~~B. Reduction in Density or Floor Area Ratio Prohibited. Design review shall not result in a reduction in the residential density or the allowable square footage of a proposed project.~~

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

17.34.060 Design review criteria and findings.

A. ~~A.~~ Discretionary Design Review. When conducting Standard Design Review and Single-Unit Design Review~~design review~~, the review authority shall evaluate applications to ensure that they satisfy the following findings~~criteria~~, conform to the policies of the general plan and any applicable specific plan, any adopted design guidelines, and are consistent with any other adopted policies or ~~guidelines the city council may adopt~~ for this purpose. To obtain design review approval, projects must satisfy the following findings~~criteria~~ to the extent they apply.

1. The overall design of the project including its scale, massing, site plan, exterior design, and landscaping will enhance the appearance and features of the project site and surrounding natural and built environment.

2. The project design is appropriate to the function of the project and will provide an attractive and comfortable environment for occupants, visitors, and the general community.
3. Project details, materials, signage and landscaping, are internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the proposed architectural design.
4. The design of streetscapes, including street trees, lighting, and pedestrian furniture, is consistent with the intended character of the area.
5. Parking areas are designed and developed to buffer surrounding land uses; compliment pedestrian-oriented development; enhance the environmental quality of the site, including minimizing stormwater run-off and the heat-island effect; and achieve a safe, efficient, and harmonious development.
6. Lighting and lighting fixtures are designed to complement buildings, be of appropriate scale, provide adequate light over walkways and parking areas to create a sense of pedestrian safety, and avoid creating glare.
7. Landscaping is designed to be compatible with and enhance the architectural character and features of the buildings on site, and help relate the building to the surrounding landscape.

B. Single-Unit Design Review. In addition to the findings set forth under Subsection A, single-unit development projects processed under Single-Unit Design Review shall be consistent with the Single Family Residential Design Review Guidelines as adopted by the Planning Commission on April 24, 2007, or as amended. Single-unit development projects processed under Single-Unit Design Review shall not be subject to the design standards in Chapter 17.28 Residential and Residential Mixed-Use Design Standards.

C. Discretionary Streamlined Design Review. To obtain approval, projects must satisfy all of the following criteria. For projects processed pursuant to applicable state law, consistency shall be determined based on the objective standards and requirements applicable to the project under such law.

1. The project is consistent with applicable general plan and other adopted plans, zoning, design, and development standards.
2. The project is eligible for streamlined discretionary review pursuant to applicable state law.

D. Ministerial Streamlined Design Review. To obtain approval, projects must satisfy all of the following criteria. For projects processed pursuant to applicable state law, consistency shall be determined based on the objective standards and requirements applicable to the project under such law.

1. The project is consistent with applicable objective general plan and other adopted plans, zoning, design, and development standards.
2. The project is eligible for streamlined ministerial review pursuant to applicable state law or Section 17.34.020(B)(2).

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

17.34.070 Timing and n~~N~~otice of action ~~; expiration, extensions, and modifications.~~

A. ~~A.~~ Date of Action. The responsible authority shall decide to approve, conditionally approve, or deny any discretionary or ministerial application within the timeframes required by applicable state law, including the Permit Streamlining Act (Government Code Section 65920 et seq.). For discretionary applications requiring a public hearing, action shall be taken following the closure of the public hearing.

B. ~~B~~A. ~~A.~~ Notice of Action.

1. Discretionary Design Review ~~by the Director~~. For all Discretionary Design Review applications, including Standard Design Review, Single-Unit Design Review, and Discretionary Streamlined Design Review, notice of action shall be provided pursuant to Subsection 17.31.080.B, Notice of Action. In addition to the recipients identified in Subsection 17.31.080(B), Notice of Action, notice shall also be provided pursuant to Section 17.34.040(B).

~~a. Single-Unit Residential Development. First class mail delivery to all property owners within a minimum two hundred-foot radius of the subject property as shown on the latest available assessment role.~~

~~b. Development Other Than Single-Unit Residential Development. First Class mail delivery to all property owners within a minimum four hundred-foot radius of the subject property as shown on the latest available assessment role.~~

~~2. Design Review by the Planning Commission. Where design review is conducted by the planning commission, notice of action of design review shall be provided concurrently with the associated project approval (such as the conditional use permit or variance).~~

2. Ministerial Streamlined Design Review. Notwithstanding Subsection 17.31.080.B, notice of action for Ministerial Streamlined Design Review applications shall be provided as follows:

a. The notice shall describe the action taken, including any applicable conditions, and shall list the criteria for approval. The Director shall file the notice with the city clerk, mail the notice to the applicant, to the members of the city council and the planning commission, and to any other person or entity that has filed a written request for such notification with the planning division, and post the notice on the City's website.

17.34.080 Calls for review.

A. ~~A.~~ Discretionary Design Review. For all Discretionary Design Review actions, including Standard Design Review, Single-Unit Design Review, and Discretionary Streamlined Design Review, notice of decision by the director shall be communicated to the members of the city council and planning commission in accordance with Section 17.31.100.

B. Ministerial Streamlined Design Review. For Ministerial Streamlined Design Review actions, notice of decision by the director shall be communicated to the members of the planning commission and city council after approval. Notwithstanding Section 17.31.100, such actions are not subject to calls for review.

17.34.090 A~~a~~ppeals, expiration, extensions, and modifications.

A. Appeals.

1. ~~Design review d~~Decisions on all Discretionary Design Review applications, including Standard Design Review, Single -Unit Design Review, and Discretionary Streamlined Design Review, shall be subject to the appeal provisions under Section 17.31.110, Appeals.

2. Decisions on Ministerial Streamlined Design Review applications shall not be subject to the appeal provisions under Section 17.31.110; however, a decision on such an application may be subject to one reconsideration by the Director.

B. Effective Dates. Design Review approvals shall become effective in accordance with Section 17.31.120, Effective dates.

C. Expiration and Extension.

1. Discretionary Design Review approvals shall be subject to the expiration and extension provisions of Section 17.31.130, Expiration and extension.

2. Ministerial Streamlined Design Review approvals shall be subject to expiration and extension only as permitted by applicable state law. Section 17.31.130 shall apply to the extent consistent with such law.

D. Modification of Approved Plans. Approved Design Review plans may be modified in accordance with Section 17.31.140, Modifications.

~~C. Expiration, Extensions and Modifications. Design review approval is effective and may only be extended or modified as provided for in Chapter 17.31, Common Procedures.~~

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

Chapter 17.37 WAIVERS

17.37.010 Purpose.

The purpose of this chapter is to establish an alternate means of granting relief from the requirements of this title when so doing would be consistent with the purposes of the title and it is not possible or practical to approve a variance. The granting of waivers is not intended to replace or supplant standards of this title, but to provide a mechanism for limited flexibility.

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

17.37.020 Applicability.

Waivers may be granted as follows:

A. Dimensional Requirements. Relief from dimensional requirements of property development standards specified in this title, not to exceed ten percent of the requirement, may be granted in accordance with the requirements of this chapter.

B. Design and Development Standards. Relief from the following standards may be granted when the number of standards requested for waivers does not exceed three (3) standards per development project and is listed under Subsection 17.37.02(B) of this Section. Certain standards may include specific requirements or criteria for the granting of such waivers; such requirements or criteria shall be satisfied for a waiver to be granted. Any request to waive more than three (3) standards per development project shall not be processed under this section and must instead be considered through a variance or other applicable process.

1. 17.08.030(B) – Development standards. Required Building Location, CMU District.
2. 17.08.040(F)(1) – Supplemental regulations. Additional Supplemental Regulations, NC, CMU, CC, and RC Districts.
3. 17.08.040(F)(5) – Supplemental regulations. Limitations on Location of Parking.
4. 17.28.040(A)(3) – Building Element Standards. Garages and Parking Structures.
5. 17.28.050 – Materials and Colors.
6. 17.28.060(A)(5)(b) – Site Design Standards. Landscaping
7. 17.28.060(A)(6) – Site Design Standards. Fences and Walls
8. 17.28.060(A)(7) – Site Design Standards. Exterior Lighting
9. 17.28.070(A)(7) – Supplemental Standards for Residential Mixed Use. Design of Required Openings.
10. 17.28.080(C)(2) – Open Space. Five Unit and Above Development. Required Amenities.

C. Exclusions. Waivers cannot be granted for any of the following standards:

1. Lot area, width, or depth.
2. Residential density.

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

D. Projects qualifying for a density bonus pursuant to California Government Code Section 65915 and Chapter 17.19, or as amended, may be entitled under those provisions to additional units, incentives or

concessions, development standard waivers, or parking reductions. A density bonus, incentives or concessions, development standard waivers, or parking reductions granted pursuant to California Government Code Section 65915 and Chapter 17.19, or as amended, shall not be considered a waiver for purposes of this chapter.

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

17.37.30 Procedures.

A. Review Authority.

1. The reviewing authority shall be the Zoning Administrator.
2. The reviewing authority shall approve, conditionally approve, or deny applications for waivers based on consideration of the requirements of this chapter.

B. Application Requirements.

1. An application for a waiver shall be filed with the planning division in accordance with Section 17.31.020, Application Forms and Fees.
2. In addition to the application form and materials required under Subsection 17.31.020(B), the supporting materials of the application shall include:
    a. A written statement identifying the specific standard(s) for which a waiver is requested; the constraints to meeting the specific standard(s); and an explanation of how the findings required by this chapter can be met;
    b. For waivers as prescribed in Subsection 17.37.020(B), in addition to the requirements in Section 17.37.030(2)(a), a description of how the proposed alternative solution to the standard(s) complies with the design intent of the applicable standard(s) and plans or diagrams that delineate:
        i. The location and extent of the proposed deviation from the applicable standard(s);
        ii. The required standard and the proposed alternative, including dimensions, measurements, percentages, or other quantitative criteria necessary to demonstrate the difference; and
        iii. Any physical constraints of the property that support the waiver request, such as topography, easements, utilities, fire access, environmental features, or irregular lot configuration.
3. Public Notice and Hearing. Applications for waivers shall not require public notice or public hearing.

17.37.040 Required findings.

The reviewing authority must make all of the following findings to grant the waiver, except as otherwise stated in Subsection 17.37.040(D).

A. The waiver is necessary due to the physical characteristics of the property and the proposed use or structure or other circumstances, including, but not limited to, topography, noise exposure, irregular property boundaries, easements, utility access, fire/life safety, environmental conditions, or other unusual circumstances.

B. The granting of the waiver will be consistent with the general plan and any applicable specific plan.

C. The granting of the requested waiver would not be detrimental to the health or safety of the public or the occupants of the property or result in a change in land use or density that would be inconsistent with the requirements of this title.

D. For waivers as prescribed in Subsection 17.37.020(B), in addition to the findings in Subsections 17.37.040(A)–(C), the proposed alternative solution to the standard(s) meets the design intent of the applicable standard(s) or the applicant demonstrates that the proposed alternative solution to the standard(s) is not feasible due to the physical characteristics of the property or unusual circumstance.

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

17.37.050 Conditions of approval.

A. In approving a waiver, the decision-maker may impose any conditions deemed necessary to:

1. Ensure that the project conforms in all significant respects with the general plan and any other applicable plans or policies adopted by the city council;

2. Achieve the general purposes of this title or the specific purposes of the zoning district in which the project is located;

3. Achieve the findings for a waiver granted; or

4. Mitigate any potentially significant impacts identified as a result of review conducted in compliance with the California Environmental Quality Act.

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

17.37.60 Notice of action; appeals; expiration, extensions, and revisions.

A. Notice of Action. After the zoning administrator takes any action to approve or deny an application under the terms of this Chapter, the director shall issue a notice of action. The notice shall describe the action taken, including any applicable conditions, and shall list the findings that were the basis for the decision. The director shall file the notice with the city clerk and mail the notice to the applicant, to the members of the city council and the planning commission, and to any other person or entity that has filed a written request for such notification with the planning division.

B. Appeals. The applicant or any other aggrieved party may appeal a decision on waiver pursuant to the provisions of Section 17.31.110, Appeals.

C. Expiration, Extensions, and Revisions. Waivers granted under this chapter shall be effective upon approval and shall expire, be extended, or be revised concurrently with the underlying development approval or permit with which the waiver is associated. To the extent not addressed by the underlying approval, the provisions of Chapter 17.31 Common Procedures shall apply.

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

EXHIBIT H

Chapter 17.37 WAIVERS
(Revisions in Redline)

Chapter 17.37 WAIVERS

17.37.010 Purpose.

The purpose of this chapter is to establish an alternate means of granting relief from the requirements of this title when so doing would be consistent with the purposes of the title and it is not possible or practical to approve a variance. The granting of waivers is not intended to replace or supplant standards of this title, but ~~It also allows the director to grant waivers when necessary to comply with the Federal Fair Housing Act, the Americans with Disabilities Act, and the California Fair Employment and Housing Act~~ to provide a mechanism for limited flexibility.~~reasonable accommodation to persons with disabilities seeking fair access to housing through a waiver of the application of the city's zoning regulations.~~

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

17.37.020 Applicability.

Waivers may be granted as follows:

A. Dimensional Requirements. Relief from dimensional requirements of property development standards specified in this title, not to exceed ten percent of the requirement, may be granted in accordance with the requirements of this chapter.

B. Design and Development Standards. Relief from the following standards may be granted when the number of standards requested for waivers does not exceed three (3) standards per development project and is listed under Subsection 17.37.02(B) of this Section. Certain standards may include specific requirements or criteria for the granting of such waivers; such requirements or criteria shall be satisfied for a waiver to be granted. Any request to waive more than three (3) standards per development project shall not be processed under this section and must instead be considered through a variance or other applicable process.

1. 17.08.030(B) – Development standards. Required Building Location, CMU District.
2. 17.08.040(F)(1) – Supplemental regulations. Additional Supplemental Regulations, NC, CMU, CC, and RC Districts.
3. 17.08.040(F)(5) – Supplemental regulations. Limitations on Location of Parking.
4. 17.28.040(A)(3) – Building Element Standards. Garages and Parking Structures.
5. 17.28.050 – Materials and Colors.
6. 17.28.060(A)(5)(b) – Site Design Standards. Landscaping
7. 17.28.060(A)(6) – Site Design Standards. Fences and Walls
8. 17.28.060(A)(7) – Site Design Standards. Exterior Lighting
9. 17.28.070(A)(7) – Supplemental Standards for Residential Mixed Use. Design of Required Openings.
10. 17.28.080(C)(2) – Open Space. Five Unit and Above Development. Required Amenities.

~~B.~~C. ~~B. Accommodation of Disabilities. A waiver of any zoning regulation where the waiver is necessary to allow improvements to an existing building in order to provide reasonable accommodations to individuals with disabilities. This waiver is not available in the case of new buildings, demolitions and rebuilds, or additions where the proposed construction precludes a reasonable accommodation that would not require a waiver.~~Exclusions. Waivers cannot be granted for any of the following standards:

1. Lot area, width, or depth.

2. Residential density.

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

D. Projects qualifying for a density bonus pursuant to California Government Code Section 65915 and Chapter 17.19, or as amended, may be entitled under those provisions to additional units, incentives or concessions, development standard waivers, or parking reductions. A density bonus, incentives or concessions, development standard waivers, or parking reductions granted pursuant to California Government Code Section 65915 and Chapter 17.19, or as amended, shall not be considered a waiver for purposes of this chapter.

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

~~A. Review Authority. The director shall approve, conditionally approve, or deny applications for waivers based on consideration of the requirements of this chapter.~~

~~B. Concurrent Processing. If a request for a waiver is being submitted in conjunction with an application for another approval, permit, or entitlement under this title, it shall be heard and acted upon at the same time and in the same manner as that application.~~

~~C. Application Requirements. An application for a waiver shall be filed to the director in accordance with Section 17.31.020, Application Forms and Fees. The application shall state in writing the nature of the waiver requested and explain why the findings necessary to grant the waiver are satisfied. The applicant shall also submit plans delineating the requested waiver.~~

~~D. Review of Requests for Reasonable Accommodation to Ensure Access to Housing. The director shall issue a written decision within forty-five days of the date of the application and may grant the reasonable accommodation request, grant with waivers, or deny the request. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process.~~

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

17.37.30 Procedures.

A. Review Authority.

1. The reviewing authority shall be the Zoning Administrator.

2. The reviewing authority shall approve, conditionally approve, or deny applications for waivers based on consideration of the requirements of this chapter.

B. Application Requirements.

1. An application for a waiver shall be filed with the planning division in accordance with Section 17.31.020, Application Forms and Fees.

2. In addition to the application form and materials required under Subsection 17.31.020(B), the supporting materials of the application shall include:

a. A written statement identifying the specific standard(s) for which a waiver is requested; the constraints to meeting the specific standard(s); and an explanation of how the findings required by this chapter can be met;

b. For waivers as prescribed in Subsection 17.37.020(B), in addition to the requirements in Section 17.37.030(2)(a), a description of how the proposed

alternative solution to the standard(s) complies with the design intent of the applicable standard(s) and plans or diagrams that delineate:

i. The location and extent of the proposed deviation from the applicable standard(s);

ii. The required standard and the proposed alternative, including dimensions, measurements, percentages, or other quantitative criteria necessary to demonstrate the difference; and

iii. Any physical constraints of the property that support the waiver request, such as topography, easements, utilities, fire access, environmental features, or irregular lot configuration.

~~1.~~3. Public Notice and Hearing. Applications for waivers shall not require public notice or public hearing.

17.37.040 Required findings.

The reviewing authority must make all of the following findings to grant the waiver, except as otherwise stated in Subsection 17.37.040(D).

A. The waiver is necessary due to the physical characteristics of the property and the proposed use or structure or other circumstances, including, but not limited to, topography, noise exposure, irregular property boundaries, easements, utility access, fire/life safety, environmental conditions, or other unusual circumstances.

B. The granting of the waiver will be consistent with the general plan and any applicable specific plan.

C. The granting of the requested waiver would not be detrimental to the health or safety of the public or the occupants of the property or result in a change in land use or density that would be inconsistent with the requirements of this title.

D. For waivers as prescribed in Subsection 17.37.020(B), in addition to the findings in Subsections 17.37.040(A)–(C), the proposed alternative solution to the standard(s) meets the design intent of the applicable standard(s) or the applicant demonstrates that the proposed alternative solution to the standard(s) is not feasible due to the physical characteristics of the property or unusual circumstance.

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

17.37.050 Conditions of approval.

A. In approving a waiver, the decision-maker may impose any conditions deemed necessary to:

1. Ensure that the project conforms in all significant respects with the general plan and any other applicable plans or policies adopted by the city council;

2. Achieve the general purposes of this title or the specific purposes of the zoning district in which the project is located;

3. Achieve the findings for a waiver granted; or

4. Mitigate any potentially significant impacts identified as a result of review conducted in compliance with the California Environmental Quality Act.

~~B. Waivers approved based on state or federal requirements for reasonable accommodation may be conditioned to provide for rescission or automatic expiration based on a change of occupancy or other relevant change in circumstance.~~

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

17.37.60 Notice of action; appeals; expiration, extensions, and revisions.

A. Notice of Action. After the zoning administrator takes any action to approve or deny an application under the terms of this Chapter, the director shall issue a notice of action. The notice shall describe the action taken, including any applicable conditions, and shall list the findings that were the basis for the decision. The director shall file the notice with the city clerk and mail the notice to the applicant, to the members of the city council and the planning commission, and to any other person or entity that has filed a written request for such notification with the planning division.

B. Appeals. The applicant or any other aggrieved party may appeal a decision on waiver pursuant to the provisions of Section 17.31.110, Appeals.

C. Expiration, Extensions, and Revisions. Waivers granted under this chapter shall be effective upon approval and shall expire, be extended, or be revised concurrently with the underlying development approval or permit with which the waiver is associated. To the extent not addressed by the underlying approval, the provisions of Chapter 17.31 Common Procedures shall apply.

~~Expiration, Extensions, and Revisions. Waivers granted under this chapter are effectiveand may only be extended or revised as provided for in Chapter 17.31, Common Procedures.~~

~~A. A. Notice of Action. Notice of action shall be provided pursuant to Subsection 17.31.080.B, Notice of Action.B.~~

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

Chapter 17.42 REASONABLE ACCOMMODATION

17.42.010 Purpose.

The purpose of this chapter is to provide individuals with disabilities with reasonable accommodation in rules, policies, practices, and procedures to ensure equal access to housing pursuant to the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act, and to facilitate the development of housing for individuals with disabilities. This Chapter establishes a procedure for making requests for reasonable accommodation in the application of land use, zoning, policies, and procedures.

17.42.020 Applicability.

A. This Chapter applies to requests for reasonable accommodation and may include a modification or exception to the land use or zoning regulations, policies, practices or procedures for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers to housing opportunities for a person with a disability.

B. A request for reasonable accommodation may be made any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning regulation, policy, practice or procedure acts as a barrier to fair housing opportunities. An individual with a disability is a person who has a physical or mental impairment that limits one or more major life activities; a person who is regarded as having such impairment; or a person with a record of such impairment.

17.42.030 Notice of Availability.

Notice of the availability of reasonable accommodation shall be prominently displayed at public information counters in the planning division, advising the public of the availability of the procedure for eligible individuals. Forms for requesting reasonable accommodation shall be available to the public in the planning division.

17.42.040 Request Procedure.

A. Requests must be submitted in writing by any eligible person as defined in Section 17.42.020(B) to the planning division, on a City-provided form. The request shall include:

1. Name and address of the individual(s) requesting reasonable accommodation;
2. Name and address of the property owner(s);
3. Address of the property for which the accommodation is requested;
4. Description of the requested accommodation and the regulation(s), policy or procedure for which the accommodation is sought; and
5. Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the dwelling.

B. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection (except as may otherwise be required by the California Public Records Act or other applicable law).

C. A request for reasonable accommodation in regulations, policies, practices, and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.

D. If an individual needs assistance in making the request for reasonable accommodation, the City will provide assistance to ensure that the process is accessible.

17.42.050 Reviewing Authority.

A. The Community Development Director or their designee shall review and decide requests for reasonable accommodation.

B. The Community Development Director or their designee shall issue a written decision on a request for reasonable accommodation within thirty (30) days of the date of the application and may either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with the required findings set forth in Section 17.42.60 Required Findings.

C. If necessary to reach a determination on the request for reasonable accommodation, the Community Development Director or their designee may request further information from the applicant consistent with fair housing laws, specifying in detail the information that is required. In the event that a request for additional information is made, the thirty (30) day period to issue a decision is stayed until the applicant responds to the request.

17.42.060 Required Findings.

A. The written decision to grant, grant with modifications, or deny a request for reasonable accommodation shall be consistent with fair housing laws and based on the following factors:

1. Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws;

2. Whether the requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws;

3. Whether the requested accommodation would impose an undue financial or administrative burden on the City and;

4. Whether the requested accommodation would require a fundamental alteration in the nature of the City's land use and zoning regulations.

17.42.070 Written Decision.

A. The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the findings set forth in Section 17.42.60 Required Findings. All written decisions shall be transmitted to the applicant and give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process as set forth below.

B. The written decision shall be final unless an applicant appeals it to the planning commission.

C. If the Community Development Director or their designee fails to render a written decision on the request for reasonable accommodation within the thirty (30) day time

period allotted by Section 17.42.050 Reviewing Authority, the request shall be deemed granted.

D. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

17.42.080 Appeals.

A. Within fourteen (14) calendar days of the date of the reviewing authority's written decision, an applicant may file an appeal subject to the appeal provisions of Section 17.31.110, Appeals.

B. If an individual needs assistance in filing an appeal on an adverse decision, the City will provide assistance to ensure that the appeals process is accessible.

C. All appeals shall contain a statement of the grounds for the appeal. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection (except as may otherwise be required by the California Public Records Act or other applicable law).

D. Nothing in this procedure shall preclude an aggrieved individual from seeking any other state or federal remedy available.

ATTACHMENT 2

E.1 Hearing to consider Z2025-004, a Zoning Text Amendment to Title 17 (Zoning) of the Newark Municipal Code to add Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) and Chapter 17.42 (Reasonable Accommodation) and amend Division II (Base and Overlay Districts) Chapter 17.17 (General Site Regulations) Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), Chapter 17.34 (Design Review), Chapter 17.37 (Waivers), and Chapter 17.46 (Definitions), generally affecting development and design standards for residential and residential mixed-use development – from Senior Planner Carmelisa Lopez and Housing Policy and Programs Manager Michael Coulom

EXECUTIVE SUMMARY

The proposed Zoning Text Amendment (Z2025-002) to Title 17 (Zoning) of the Newark Municipal Code (Zoning Code) includes adding Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) and Chapter 17.42 (Reasonable Accommodation) and amending Division II (Base and Overlay Districts), Chapter 17.17 (General Site Regulations), Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), Chapter 17.34 (Design Review), Chapter 17.37 (Waivers), and Chapter 17.46 (Definitions). The proposed Zoning Text Amendment would generally affect development and design standards for residential and residential mixed-use development. The draft Resolution including the proposed Zoning Text Amendment is included in Attachment 1.

Since the Objective Design Standards (ODS) Project was initiated in Fall 2024, the project team has completed a comprehensive planning process that includes evaluation of the City's existing regulations, community and stakeholder engagement, preparation of draft standards, a public review period from March 27 through April 17, 2026, and a Planning Commission study session on April 14, 2026. In response to feedback, the draft ODS and zoning code amendments were refined to improve clarity, flexibility, and implementation.

The proposed Zoning Text Amendment responds to state housing law requirements and implements Housing Element programs intended to reduce uncertainty in project review, streamline approvals, and support housing production. The proposed ODS in the new Chapter 17.28 implements Program H3.2 by replacing subjective design standards with objective standards and Program H3.4 by establishing objective standards for residential mixed-use development.

Amendments to several additional chapters of the Zoning Code are also proposed to ensure consistency with Chapter 17.28 and fully or partially implement related Housing Element programs including Program H2.8: Zoning for Missing Middle Housing Types, Program H2.12: Ensure Maximum Residential Densities are Achievable, Program H3.4: Adjust Zoning to Allow Mixed Use in Current Commercial Zones, and Program H5.3: Public Lands for Dedicated Affordable Housing.

Additionally, the proposed Zoning Text Amendment includes amendments to Chapter 17.34

(Design Review) to establish and refine processes for discretionary and ministerial design review in accordance with Housing Element Program H3.1 to streamline ministerial permit procedures. A Ministerial Streamlined Design Review pathway would be established for qualifying residential projects that meet specific criteria and applicable objective standards.

Staff is also presenting a proposed local ministerial alternative pathway for qualifying residential and residential mixed-use projects for the Planning Commission's consideration. The Commission may decide to approve the pathway as recommended by staff, to request revisions such as to the eligibility criteria or unit thresholds, or to direct that the pathway be removed and the City rely exclusively on state-mandated ministerial processes.

Lastly, amendments to Chapter 17.37 (Waivers) are proposed to allow the granting of up to three waivers for certain ODS and a new chapter, Chapter 17.42 (Reasonable Accommodation) is proposed to relocate existing reasonable accommodation standards from Chapter 17.37 into a new standalone chapter.

Overall, the proposed Zoning Text Amendment would align the City's Zoning Code with state law, streamline residential and mixed-use residential project review, and support efficient housing production while preserving the City's design expectations.

Staff recommends that the Planning Commission consider the following action:

1. Adopt the Draft Resolution (Attachment 1) recommending that City Council approve Z2025-004, an Ordinance which includes a Zoning Text Amendment to Title 17 (Zoning) of the Newark Municipal Code adding Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) and Chapter 17.42 (Reasonable Accommodation) and amending Division II (Base and Overlay Districts), Chapter 17.17 (General Site Regulations), Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), Chapter 17.34 (Design Review), Chapter 17.37 (Waivers), and Chapter 17.46 (Definitions), generally affecting development and design standards for residential and residential mixed-use development.

BACKGROUND

Housing Element and Affordable Housing Work Plan

City Council approved the 2021-2023 Affordable Housing Work Plan (Work Plan) on May 13, 2021 (Resolution No. 11,201) to direct housing impact fees and policies to meet very low-, low-, and moderate-income targets for the 5th Cycle Housing Element (2015-2023). The Work Plan also identified priority housing types for which the City should encourage development, namely rental apartments of medium to high density in select areas, condominiums and townhomes (including for first-time homebuyers), and missing middle housing types such as duplexes and four-plexes.

On October 26, 2023, the City Council adopted the City's 6th Cycle Housing Element (Housing Element). Subsequently, the Department of Housing and Community Development (HCD) certified the Housing Element on December 21, 2023, finding it in compliance with state law. The Housing Element includes 45 unique programs and 35 policies designed to achieve community-driven goals and meet the City's Regional Housing Needs Assessment (RHNA) target of permitting 1,874 new homes by 2031.

The City has committed to developing ODS for single-unit, multi-unit, and mixed-use residential development. The ODS project would implement Housing Element Programs H3.2 and H3.4, among others, to support the development of priority housing types as identified in the Work Plan. The intended outcome of ODS is that residential and mixed-use developments are designed in ways that reflect the needs of the community, are responsive to local ecological conditions and climate change, reduce development costs where applicable, and facilitate the redevelopment of commercial sites to mixed-use. See Attachment 2 for an expanded discussion of Work Plan and Housing Element applicability.

Objective Design Standards

The State has enacted laws that require approval for multi-unit and mixed-use development to be based on uniformly verifiable criteria (i.e. objective standards). State law defines objective standards as those that "involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and public official before submittal." (Government Code Section 65913.4.)

Subjective standards rely on personal interpretation rather than clearly defined, measurable criteria. For example, the City's existing design review guidelines require that "new residences and additions should be compatible in scale and height with surrounding houses so as to blend in with them, versus overwhelming them with disproportionate size." This standard is subjective and can be interpreted differently depending on the reviewer. In contrast, objective standards might require new houses and additions to not exceed a certain height limit, to be built a certain distance from the street, and to provide specified landscaped area.

The City's current Zoning Code regulates development through a mix of subjective and objective standards. The ODS project would replace subjective guidelines with clear, measurable criteria for each zoning district. While the base development standards establish what is allowed, the ODS provide objective direction on how those projects should be designed. Together, the two sets of standards (design and development) will provide applicants and developers with a clear understanding of the City's expectations for project design, resulting in a more streamlined, objective, and efficient project review process and supporting both housing production and high-quality design outcomes. By bringing City processes further into conformance with state law, the ODS also maximize the City's discretion over development moving forward.

Objective Design Standards Project

In Fall 2024, the City engaged Good City Company to assist with drafting the City's ODS. Since project initiation, the project team has completed a comprehensive planning process that includes evaluation of the City's existing regulations, community and stakeholder engagement, preparation of draft standards, a public review period, and a Planning Commission study session. A detailed summary of the project timeline and key milestones is provided in Attachment 3.

The major project milestones are highlighted below:

1. **Analysis of Existing Standards**: Good City Company evaluated the City's existing zoning

regulations, design guidelines, applicable state requirements, and best practices to identify opportunities for objective standards and related zoning code amendments. An Existing Conditions Report was prepared and is included in Attachment 4.

2. **Community Engagement**: The project team conducted a range of outreach efforts that included a builders roundtable, Planning Commissioner interviews, community open house, pop-up events, and ongoing project communications to gather feedback that informed the draft standards. These efforts are discussed in detail in the Community Engagement Summary in Attachment 5.
3. **Drafting Standards**: Using the City's existing regulations, feedback received, and best practices from other jurisdictions, Good City Company prepared draft ODS and associated zoning code amendments.
4. **Public Review**: The draft ODS and associated zoning code amendments were available for public review from March 27 through April 17, 2026. Comments received generally focused on improving clarity, providing additional flexibility, and expanding compliance options for certain standards.
5. **Planning Commission Study Session**: On April 14, 2026, the Planning Commission conducted a study session to receive an overview of the draft standards and provide feedback prior to formal consideration. The Commission's discussion primarily focused on the potential for the proposed code amendments to facilitate 100 percent residential projects in commercial areas, compatibility between larger-scale residential development and adjacent single-unit neighborhoods, and the importance of maintaining flexibility through the proposed exceptions and waivers process.

In response to the feedback received, the project team refined the draft ODS and associated zoning code amendments to include:

1. Suggestions for additional options for satisfying articulation requirements on street facing facades and ground floor active use requirements for mixed-use buildings were incorporated.
2. Standards that were identified as difficult to implement or too restrictive, such as window reflectivity requirements, were revised.
3. In sections where the draft standards already provide the flexibility suggested by commenters, the language was revised to more clearly describe the available compliance options.

Updates to chapters in the Zoning Code related to waivers and design review processes as well as relocation of existing reasonable accommodation standards to a new standalone chapter are also proposed and are further discussed in the Discussion/Analysis section of this report.

ANALYSIS/DISCUSSION

Purpose of ODS

ODS are one component of state policymakers' response to California's housing crisis, which is driven in part by rising construction costs and lengthy, unpredictable approval processes. State legislation has increasingly emphasized streamlined, ministerial review processes and limits on subjective design standards that can delay or constrain housing development.

A 2025 report by the Rand Institute found that longer housing production timelines are strongly associated with higher development costs. The Bay Area has the highest development costs in the nation, and it takes an average of 22 months longer to complete a residential development in California than it does in Texas (see Figure 1 below). Of this difference, 15 months is just predevelopment (the period between application submittal and construction commencement). This finding is not inconsistent with the City's average design review processing times, which can take four to seven months longer to approve under a discretionary process than a ministerial process. Actual approval times may take longer based on a variety of factors (see Attachment 2: Relevant Housing Plans and Policies). Rand estimates that California could reduce total development costs by eight percent if it could produce housing on timelines similar to Texas.

Figure 1. Average Production Times by State for Market-Rate Apartments

Source: Figure 3.4, The High Cost of Producing Multifamily Housing in California, RAND Center on Housing and Homelessness (2025)

The Rand report further finds that architectural and engineering fees are significantly more expensive for both market rate and affordable housing in the Bay Area. While accounting for differences in cost of living, the report suggests that the greatest cost driver is likely discretionary design requirements with potential to significantly reduce development costs with consistent and predictable design requirements. This is consistent with stakeholder feedback that design professionals in the Bay Area "cushion" their contract rates to account for multiple rounds of review and revisions against unclear standards and discretionary processes.

Benefits and Potential Outcomes

State law is increasingly limiting the discretion of planning commissions and city councils for residential projects that are consistent with a jurisdiction's General Plan, Zoning Code, and applicable objective standards. In many cases, qualifying projects must be approved if they meet these standards and do not present unmitigable health or safety risks. An increasing number of jurisdictions are also updating their processes to allow such projects to be processed ministerially, reserving public hearings for projects that require a legislative change such as a General Plan amendment or rezoning.

As a result, the adoption of ODS has become increasingly important as the City's primary means of shaping high-quality residential development outcomes within the constraints of state law. The

proposed ODS are expected to improve predictability, consistency, and efficiency in the development review process by establishing clear, measurable design criteria. Projects that comply with objective standards may qualify for ministerial approval, reducing review timelines, minimizing redesigns and iterative review, and providing greater certainty earlier in the development process. The standards also promote high-quality development by addressing key design considerations, including building orientation, neighborhood compatibility, privacy, site responsiveness, and durable materials.

The proposed ODS would not remove the City or community's role in in shaping development outcomes. Rather, they establish the standards by which projects are evaluated at the beginning of the review process. The proposed ODS have been developed through community and stakeholder engagement and reflect local priorities while providing a transparent and predictable framework for project review.

As with any design standards, the proposed ODS must balance objective requirements with flexibility to accommodate different building types, design approaches, and site conditions. The standards are set by the community and may be refined over time as community priorities, development patterns, and state law evolve.

Proposed Zoning Text Amendment

The proposed Zoning Text Amendment (see Attachment 1) includes a new chapter, Chapter 17.28 (Residential and Residential Mixed-Use Design Standards), in the Zoning Code establishing ODS for residential and residential mixed-use development that would replace most design standards in Chapter 17.07 (Residential Districts). Amendments to Division II (Base and Overlay Districts), Chapter 17.17 (General Site Regulations), Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), and Chapter 17.46 (Definitions) are proposed to ensure consistency with the new Chapter 17.28:

Amendments are also proposed to Chapter 17.34 (Design Review) to establish and refine processes for discretionary and ministerial design review and to Chapter 17.37 (Waivers) to allow the granting of waivers for certain ODS. Additionally, existing reasonable accommodation standards from Chapter 17.37 would also be relocated to a new standalone chapter, Chapter 17.42 (Reasonable Accommodation).

The proposed additions and revisions to the Zoning Code are described in further detail in the following sections.

Chapter 17.28 Residential and Residential Mixed-Use Design Standards

ODS for residential and mixed-use development where residential is the primary use is proposed within a new chapter, Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) (see Attachment 1, Exhibit B). These standards are intended to work alongside all other applicable zoning code requirements, including development standards within the base zoning districts, Planned Development standards, overlay district standards, site regulations, landscaping, and parking. The chapter also includes Table 17.28.020 to clarify when ODS apply in addition to, or take precedence over, other standards. Table 1 below summarizes the applicability of this chapter by project type.

Table 1: Applicability of Chapter 17.28 by Project Type

Project Type	Chapter 17.28 Applicability
Residential projects in residential districts	Subject to Chapter 17.28
Residential projects in other districts subject to design review	Subject to Chapter 17.28
Residential mixed-use projects	If residential uses comprise two-thirds or more of the building's floor area, the entire building is subject to the ODS. If residential uses comprise less than two-thirds, the ODS apply only to the residential portion, while the non-residential portion is subject to the underlying zoning district standards.
State-mandated ministerial projects (e.g. SB 423, SB 9, AB 2011)	Subject to Chapter 17.28
Additions and exterior modifications to existing residential or residential mixed-use projects	Subject to Chapter 17.28, except non-street-facing ground-floor additions comprising less than 50 percent of the proposed total floor area may be exempt from certain standards.
Other development projects (e.g. non-residential projects)	Not subject to Chapter 17.28

The standards in Chapter 17.28 are organized into three categories: standards applicable to all residential development, standards specific to one- to four-unit developments, and standards specific to developments with five or more units. Within these categories, the chapter establishes objective standards for key design elements and is organized as shown in Table 2.

Table 2: Overview of Proposed Chapter 17.28

Section	Title	Summary
17.28.010	Purpose	Purpose and intent of the standards
17.28.020	Applicability	Identifies the development projects subject to Chapter 17.28
17.28.030	Building Massing and Articulation	Standards for building massing and articulation to promote visual interest and variation in building design
17.28.040	Building Element Standards	Standards for building elements, including windows, entrances, garages, balconies, and other architectural features
17.28.050	Materials and Colors	Standards for and limits on particular building materials and colors
17.28.060	Site Design Standards	Standards for site design elements, including driveways, walkways, landscaping, fencing, lighting, and other site improvements
17.28.070	Supplemental Standards for Residential Mixed-Use	Additional standards for residential mixed-use developments. Applicable projects are identified in Section 17.28.020 (Applicability)
17.28.080	Open Space	Establishes standards for the design of required private and common open space

The proposed ODS include updated approaches to design for residential projects, primarily related to building massing and articulation and building element standards. Existing standards, for example, provide some objective measures for required articulation and building variation to break up building massing. These have been expanded upon to create objective standards that

allow multiple ways to achieve sufficient variation in building façades such as horizontal and vertical variation, wall plane breaks, projecting elements, and diversity in materials and openings. This approach is intended to avoid creating new constraints on housing development, such as requiring approaches that may be prohibitively costly, while also preventing unpreferred design outcomes.

The proposed ODS also include several standards to promote high quality design tailored to specific conditions such as standards for:

1. Windows and balconies adjoining lower density residential districts promote quality transitions between neighboring development and preserve privacy;
2. Ground floor commercial uses in residential mixed-use development, including glazing and entrance requirements;
3. Open space to ensure active and passive open space is provided; and
4. Onsite amenities are established for development with five units and above.

Another key change introduced by this chapter is the application of ODS to single-unit development, in addition to multi-unit and mixed-use projects. Under the existing Zoning Code, design standards have primarily focused on multi-unit and larger-scale development. Expanding ODS to include single-unit development establishes consistent, objective expectations across all residential project types.

Lastly, exceptions to certain standards are incorporated directly into this chapter that identify circumstances where specific standards may not apply or may be modified. Exceptions would be granted so long as the project or site meets the conditions specified. Certain ODS would also be eligible for a waiver pursuant to Chapter 17.37 which is further discussed in the Chapter 17.37 Waivers section in this report.

The proposed ODS are intended to work in conjunction with existing development standards, such as height and setbacks, to provide a comprehensive framework for project design. Overall, this chapter provides a clear and predictable framework for applying ODS, ensuring consistency across projects while maintaining flexibility to accommodate different building types, unit counts, and site conditions.

Associated Zoning Code Amendments

The Project includes amendments to multiple chapters of the Zoning Code to ensure consistency with the proposed ODS, implement adopted Housing Element programs, and maintain consistency with applicable state law (see Attachment 1, Exhibits C and D). The proposed amendments are summarized in Table 3 below.

Table 3. Summary of Proposed Zoning Code Amendments

Chapter/Section	Key Changes
Division II – Base and Overlay Districts (Chapters 17.07 through 17.16)	Updated permitted use tables to clarify where residential and residential mixed-use development is allowed to better support housing production and align with Housing Element programs. Added provisions recognizing state laws that permit qualifying residential development in commercial and industrial districts. Updated development standards tables to refine height limits, setbacks,

	open space requirements, and other site development standards to improve feasibility and eliminate conflicts with the proposed ODS and align with Housing Element programs.
Chapter 17.17 (General Site Regulations)	Revised Section 17.21.010 for consistency with Chapter 17.28
Chapter 17.21 (Landscaping)	Revised Section 17.21.020 for consistency with Chapter 17.28
Chapter 17.23 (Parking)	Revised Section 17.23.090 for consistency with Chapter 17.28 and allow tandem residential parking in specified circumstances to provide greater flexibility in site design and support residential development while continuing to satisfy parking requirements
Chapter 17.46 (Definitions)	Added definitions for new terms introduced in Chapter 17.28 to support consistent interpretation and application of the proposed ODS

The proposed amendments include updated permitted use tables to clarify where residential and residential mixed-use development is permitted. Program H3.4 is implemented by allowing residential and residential mixed-use development in commercial districts. Attached single-unit development, multi-unit development, and live-work units would be permitted in most commercial districts, provided residential uses are not located on the ground floor of a building façade facing a public right-of-way, with the exception of live-work units. The amendments also implement Program H5.3 by allowing 100 percent affordable housing by right in the Public Facilities (PF) zoning district.

The amendments also recognize state laws that permit qualifying residential development in commercial and industrial districts. These revisions improve consistency between the Zoning Code and state law while providing greater clarity regarding how qualifying projects will be reviewed.

Additionally, the proposed amendments update the development standards tables to ensure consistency with the proposed ODS, improve development feasibility, and implement Program H2.12 by introducing flexibility to help projects achieve maximum allowable densities. Notable changes include removing the Minor Use Permit (MUP) requirement for buildings exceeding 35 feet in height in the Residential Medium Density (RM) and Residential High Density (RH) zoning districts and allowing tandem residential parking in specified circumstances to provide greater flexibility in site design while continuing to satisfy parking requirements.

Additional amendments include updating housing terminology throughout the Zoning Code by replacing "single-family" and "multi-family" with "single-unit" and "multi-unit." This terminology more accurately describes the physical characteristics of residential development and aligns with current planning practices and state housing policy and improves clarity and consistency in how regulations are applied. Definitions for terms introduced in Chapter 17.28 as well as various technical revisions to provide clarity and improve usability of the Zoning Code.

Overall, the proposed amendments ensure the Zoning Code works cohesively with the proposed ODS and evolving state law, implements adopted Housing Element programs, and provides clarity and improves usability of the Zoning Code.

State-Mandated Ministerial Review

Currently, most residential projects are subject to discretionary design review, which typically

includes a public hearing before the Planning Commission or City Council for multi-unit residential and mixed-use projects, or a decision by the Community Development Director for single-unit residential projects. However, over the past several years, the State has adopted housing laws that require qualifying residential developments to be reviewed through a ministerial review process when they comply with applicable objective standards. The State's rationale for many of these laws is that projects that are consistent with a city's adopted General Plan, zoning regulations, objective design standards, and other applicable requirements should not require discretionary review or public hearings. Some examples include:

- Senate Bill (SB) 423 (formerly SB 35): Establishes a streamlined, ministerial approval process for qualifying multifamily housing developments
- SB 9: Requires ministerial approval for qualifying two-unit developments and urban lot splits in single-unit residential zones
- Assembly Bill (AB) 2011: Requires a ministerial approval process for qualifying affordable and mixed-income housing on eligible commercial sites
- SB 1123: Requires ministerial approval for qualifying subdivisions of up to 10 parcels, or for specified residential developments containing 10 or fewer units

Projects eligible for ministerial review typically include residential developments that comply with applicable development and objective standards, including requirements for height, setbacks, lot coverage, and design. Projects on sites with notable environmental features or that require legislative changes such as a rezone or General Plan land use designation amendments are typically not eligible for ministerial review. These laws are intended to reduce approval timelines and increase housing production by limiting discretionary review for qualifying projects.

In response to this, many jurisdictions have established local ministerial review processes to provide applicants with an alternative to state streamlining laws while maintaining locally adopted standards and mitigating risk. These typically apply only to projects that are consistent with the General Plan and meet all applicable zoning, development and design standards, and building requirements.

The City has already established a local ministerial review pathway through Chapter 17.15 By-Right Housing (-BRH) Overlay District. Adopted by the City Council on January 11, 2024, the -BRH Overlay District implements Housing Element Program H3.6 to rezone "reused" sites to allow ministerial approval of residential development if they meet all applicable objective standards, achieve a minimum density of 20 units per acre, and provide at least 20 percent of units as affordable to lower-income households.

Chapter 17.34 Design Review

The Project includes revisions to Chapter 17.34 (Design Review) to establish streamlined, ministerial review procedures for qualifying residential and mixed-use residential projects while retaining discretionary design review when permitted by state law (see Attachment 1, Exhibit E and F). All development requiring design review would remain subject to Chapter 17.34. Certain exterior work would remain exempt, including work consistent with prior design review approvals and replacement of like materials. Additional exemptions are proposed for exterior additions or modifications that do not face a public street and are less than 50 percent of existing floor area, subject to Community Development Director approval.

The City's existing process would be retitled "Discretionary Design Review" and would include Standard Design Review, Single-Unit Design Review (formerly Single-Family Design Review), and Discretionary Streamlined Design Review. These pathways would continue to apply to projects not eligible for ministerial processing.

A new Ministerial Streamlined Design Review process would be established for qualifying projects that meet applicable objective standards and eligibility criteria, including qualifying single-unit, multi-unit, and mixed-use residential developments. For single-unit residential projects, staff acknowledges that some applicants may prefer the City's existing discretionary review process (currently known as Single-Family Design Review). The proposed revisions include an option for applicants to opt into the Single-Unit Design Review instead.

Table 4 below summarizes the proposed review pathways, including eligibility, review authority, noticing, and appeal rights.

Table 4: Proposed Design Review Pathways in Chapter 17.34 Design Review

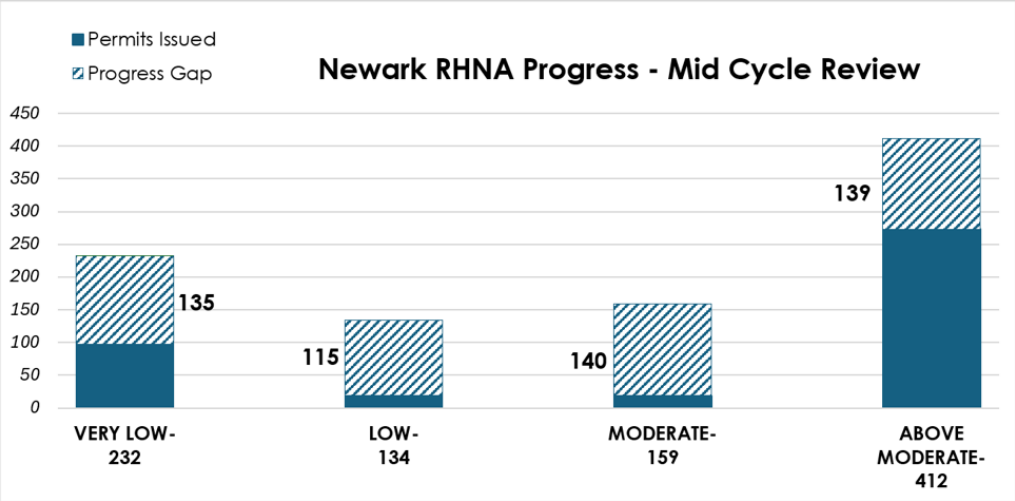
	Standard Design Review	**Single-Unit Design Review**	**Discretionary Streamlined Design Review**	**Ministerial Streamlined Design Review**
Review Type	Discretionary			Ministerial
Eligible Projects	All projects requiring design review that are not eligible for the other design review pathways	Single-unit residential projects that: (1) exceed waiver limits or (2) opt into discretionary review	Qualifying projects requiring discretionary approval but review is limited to compliance with objective standards	Qualifying projects, including: (1) single-unit residential projects; (2) residential and mixed-use projects with 2 to 200 units; (3) projects on sites with a By-Right Housing Overlay; and (4) projects eligible for ministerial approval under state law
Review Authority	Community Development Director (Director), or Planning Commission (PC) if processed concurrently with applications requiring their review or if referred by the Director			Director, with authority to refer to PC if permitted by State law and applicable statutory timelines
Public Hearing	Required if processed concurrently with applications requiring PC review or if referred by the Director			Not required unless referred to PC
Public Noticing	Required			Not Required
Appeals	Appealable to PC if reviewed by Director, or City Council if reviewed by PC			Not appealable but eligible for one reconsideration by Director

Proposed Local Ministerial Alternative

The City is making slower progress on its 6th Cycle RHNA goals as compared to the previous cycle and is not on target to meet RHNA targets for any income band, including above moderate-income permits (see Attachment 2: Relevant Housing Plans and Policies). Figure 2 below illustrates the number of units permitted and the number of units that the City would have to

permit by the end of 2026 to avoid the full applicability of SB 423. The City would need to permit at least 139 above moderate-income units by December 31, 2026.

Figure 2. Newark RHNA Progress – Mid Cycle Review



Projects in Newark that meet labor standards and objective standards are currently eligible for SB 423 ministerial review if they restrict 50 percent of units to low-income households. If current trends hold, staff anticipates Newark may be subject to an expanded version of SB 423 beginning in 2027. Under the expanded version, applicants would be eligible to opt in to ministerial review for projects that restrict 10 percent of units to low-income households, or 20 percent to moderate-income households until at least 2031. SB 423 would also require the City to approve or deny eligible projects within 90 days of receiving an application, which could strain staff resources and present risk to the City.

In response, the proposed Ministerial Streamlined Design Review pathway includes a local ministerial alternative to state ministerial processes such as SB 423 (Section 17.34.020(B)(2)(e) in Attachment 1, Exhibits E and F). Modeled in part on approaches adopted by other jurisdictions, the proposed pathway establishes a local ministerial review process for qualifying residential and mixed-use residential developments containing between two and 200 dwelling units.

To be eligible for the local ministerial pathway, projects must be consistent with the General Plan, applicable zoning regulations, and all objective development and design standards, and may not require discretionary approvals other than waivers authorized under Chapter 17.37. Eligible projects must provide affordable housing consistent with Chapter 17.27, but would not be required to employ the same labor standards as SB 423.

The pathway is limited to projects on sites that are appropriate for ministerial processing, excluding properties with significant environmental, historic, cultural, or archaeological constraints, planned unit developments, and other locations where ministerial review would not be appropriate. In addition, projects involving the demolition of historic resources, recently occupied housing, deed-restricted affordable housing, or resulting in a net loss of housing or lodging units would not be eligible.

The proposed eligibility criteria is intended to align with state ministerial processing requirements while ensuring qualifying projects remain eligible for ministerial review (and therefore exempt

from California Environmental Quality Act (CEQA) review). At the same time, the criteria preserves the City's adopted standards by requiring compliance with the City's inclusionary housing requirements, underlying zoning standards such as density and parking, and relief from the 90-day approval requirement. The general differences between the proposed local ministerial pathway and equivalent state law are highlighted in Table 5.

Table 5: Key Differences Between State-Mandated & Proposed Local Ministerial Review

	State-Mandated Ministerial Review	**Proposed Local Ministerial Review**
Density	State law may allow projects to exceed local density limits	Must comply with density requirements of underlying zoning district
Affordable Housing	Must satisfy state affordability thresholds to qualify	Must satisfy the City's inclusionary housing requirements
Local Standards	Certain local development standards may be preempted by state law	Retains all applicable City adopted objective development and design standards
Labor Requirements	Prevailing wage and, where applicable, skilled and trained workforce requirements	Not subject to state labor requirements
CEQA	Projects eligible for ministerial approval are not subject to CEQA review	Projects eligible for ministerial approval are not subject to CEQA review
Review Timeline	≤ 150 Units: 60 days > 150 Units: 90 days Deemed approved if deadline is not met	90 day *target* Not deemed approved if deadline is not met

The proposed local ministerial pathway is intended to provide applicants with an alternative to state ministerial processes while preserving the City's adopted standards. By providing a CEQA-exempt ministerial approval process that is not subject to the labor requirements imposed under state streamlining laws, the pathway may offer a more attractive option for qualifying projects while maintaining consistency with the City's General Plan and Zoning Code. The alternative review timeline also allows the City and applicants greater flexibility to work collaboratively through iterative design refinements to achieve conformance with City standards and expectations than state ministerial pathways.

Staff is presenting the proposed local ministerial pathway for the Planning Commission's consideration with the option to approve the local ministerial approval pathway as recommended by staff, to request revisions such as to the eligibility criteria or unit thresholds, or to direct that the local ministerial pathway be removed and the City rely exclusively on state-mandated ministerial processes without establishing this local alternative.

Overall, the proposed amendments are intended to modernize the City's design review framework by clearly distinguishing between discretionary and ministerial pathways and providing both state-compliant streamlined processing options and locally tailored alternatives. These changes support Housing Element Program H3.1 and would improve procedural clarity, predictability, and efficiency for qualifying residential and mixed-use development.

Chapter 17.37 Waivers

Staff recognizes that, while the proposed ODS are intended to establish clear and objective requirements for residential and mixed-use development, certain project-specific or site conditions may warrant limited flexibility in the application of specific standards. Revisions are proposed to Chapter 17.37 (Waivers) (see Attachment 1, Exhibits G and H) to ensure consistency with the adoption of the proposed ODS in Chapter 17.28 and to clarify the procedures for granting

waivers for specified ODS. Under the revised Chapter 17.37, relief from specified ODS may be granted for up to three standards per development project, as identified in Section 17.37.020(B) (see Attachment 1, Exhibits G and H). Waiver requests exceeding this threshold would not be processed under this section and would instead be subject to a variance or other applicable entitlement process.

Applicants must demonstrate that the proposed alternative solution meets the design intent of the applicable standard, or that compliance is not feasible due to the physical characteristics of the property or other unusual site constraints. Certain ODS may also include specific requirements or criteria that must be satisfied in order for a waiver to be granted.

Projects qualifying for a density bonus pursuant to California Government Code Section 65915 and Chapter 17.19 may also be eligible for additional development incentives, including waivers, concessions, or parking reductions. Consistent with State law and Chapter 17.19, these incentives are processed separately and are not considered waivers for purposes of Chapter 17.37.

These revisions provide a structured and limited flexibility mechanism within an otherwise objective standards framework, while ensuring that waivers remain narrowly applied and consistent with the intent of the ODS. The proposed amendments also support Housing Element Program H2.12 by ensuring that development standards are applied in a manner that allows for feasible implementation of maximum allowable densities while maintaining objective and consistent design review criteria.

Chapter 17.42 Reasonable Accommodation

A new Chapter 17.42, Reasonable Accommodation, (see Attachment 1, Exhibit I) is proposed to relocate the City's existing reasonable accommodation provisions from Chapter 17.37 (Waivers) into a standalone chapter. The proposed chapter does not substantially change the City's existing reasonable accommodation procedures but reorganizes the Zoning Code to more clearly distinguish reasonable accommodations from waivers.

The new chapter establishes procedures for requesting, reviewing, and acting on reasonable accommodation requests consistent with the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act. It includes provisions addressing applicability, application procedures, review authority, required findings, written decisions, and appeals.

Creating a standalone chapter improves the organization and usability of the Zoning Code by separating reasonable accommodation procedures from waiver provisions. The proposed chapter is generally consistent with the model reasonable accommodation ordinance published by HCD. This organizational approach is also used by many California jurisdictions.

General Plan & Housing Element Alignment

The proposed Zoning Text Amendment implements and advances several programs from the Housing Element by establishing objective, measurable design standards and streamlining review processes for residential and mixed-use residential development. The project directly implements Program H3.2 by replacing subjective design guidelines with clear, uniformly applicable standards that support consistent and efficient project review and Program H3.4 by expanding

opportunities for residential and mixed-use development in commercial zones. The Project also advances Program H2.8, H2.12, H3.1, and H5.3 as discussed in the previous sections of this report. A summary of Housing Element programs addressed by the ODS project is included in Attachment 2.

The proposed Zoning Text Amendment also supports implementation of the City's broader planning framework. As discussed in the California Environmental Quality Act (CEQA) section of this report, SB 130 allows jurisdictions to adopt zoning amendments that implement Housing Element programs without requiring concurrent amendments to the General Plan. However, the recently adopted 2026–2031 Capital Improvement Program (CIP) includes a comprehensive update to the General Plan, last updated in 2013, anticipated to begin in 2028. Staff expects that process will provide the opportunity to comprehensively evaluate and update the General Plan, as appropriate, to maintain consistency with the proposed Zoning Text Amendment and other changes to state law.

Collectively, the proposed Zoning Text Amendment supports the City's Housing Element by ensuring that zoning and design standards are structured to facilitate housing production, improve predictability in the development review process, and align local regulations with state housing law requirements.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The proposed Zoning Text Amendment is exempt from further environmental review pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that it will have no significant effect on the environment. The proposed Zoning Text Amendment is also exempt from further environmental review pursuant to CEQA Guidelines Section 21080.085 as it is a rezoning that implements the schedule of actions contained in the City's Housing Element pursuant to Government Code Section 65583(c).

REQUIRED NOTICING

Pursuant to Section 17.31.060, on June 23, 2026, a public hearing notice was published in The Tri City Voice. In addition, stakeholders and interested parties on the project's distribution list were notified. Any communications received prior to the public hearing will be forwarded to the Planning Commission and made available to the public.

PLANNING COMMISSION ACTION

Staff requests the Planning Commission to consider the following action:

1. Adopt the Draft Resolution recommending that City Council approve Z2025-004, an Ordinance which includes a Zoning Text Amendment to Title 17 (Zoning) of the Newark Municipal Code adding Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) and Chapter 17.42 (Reasonable Accommodation) and amending Division II (Base and Overlay Districts) Chapter 17.17 (General Site Regulations) Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), Chapter 17.34 (Design Review), Chapter 17.37 (Waivers), and Chapter 17.46 (Definitions), generally affecting development and design standards for residential and residential mixed-use development.

ATTACHMENT(S)

1. Draft Resolution
    Attachment 1 - Draft Ordinance
        Exhibit A – Findings of Fact
        Exhibit B – Proposed Chapter 17.28 Residential and Residential Mixed-Use Design Standards
        Exhibit C – Associated Zoning Code Amendments – Clean Version
        Exhibit D – Associated Zoning Code Amendments – Redline Version
        Exhibit E – Revised Chapter 17.34 Design Review – Clean Version
        Exhibit F – Revised Chapter 17.34 Design Review – Redline Version
        Exhibit G – Revised Chapter 17.37 Waivers – Clean Version
        Exhibit H – Revised Chapter 17.37 Waivers – Redline Version
        Exhibit I – Proposed Chapter 17.42 Reasonable Accommodation
2. Relevant Housing Plans and Policies
3. ODS Project Timeline & Milestones
4. Existing Conditions Report
5. Community Engagement Summary

ATTACHMENTS EXCLUDED.
ATTACHMENTS CAN BE VIEWED ON THE PLANNING COMMISSION'S WEBSITE:

https://www.newarkca.gov/departments/commissions-committees/planning-commission#!/

ATTACHMENT 3

Z2025-004

RESOLUTION NO. 2036

RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE Z2025-004, A ZONING TEXT AMENDMENT TO TITLE 17 (ZONING) OF THE NEWARK MUNICIPAL CODE TO TO ADD CHAPTER 17.28, RESIDENTIAL AND RESIDENTIAL MIXED-USE DESIGN STANDARDS, AND CHAPTER 17.42, REASONABLE ACCOMMODATION AND AMEND DIVISION II, BASE AND OVERLAY DISTRICTS, CHAPTER 17.17, GENERAL SITE REGULATIONS, CHAPTER 17.21, LANDSCAPING, CHAPTER 17.23, PARKING AND LOADING, CHAPTER 17.34, DESIGN REVIEW, CHAPTER 17.37, WAIVERS, AND CHAPTER 17.46, DEFINITIONS, GENERALLY AFFECTING DEVELOPMENT AND DESIGN STANDARDS FOR RESIDENTIAL AND RESIDENTIAL MIXED-USE DEVELOPMENT

WHEREAS, the City of Newark (the "City") occasionally initiates amendments to the Newark Municipal Code ("NMC") to clarify, add, or amend certain provisions to ensure that it remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community; and

WHEREAS, on October 26, 2023, the City Council adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law; and

WHEREAS, the State has enacted laws that require approval of multi-unit and mixed-use development to be based on uniformly verifiable criteria (i.e., objective standards), and defines objective standards as those that "involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and public official before submittal" (Government Code Section 65913.4.); and

WHEREAS, state legislation has increasingly emphasized streamlined, ministerial review processes and has limited the use of subjective design standards that may delay or constrain housing development; and

WHEREAS, NMC Title 17 ("Zoning Code") contains a mix of subjective and objective standards; and

WHEREAS, the Sixth Cycle Housing Element commits the City to developing objective

design standards ("ODS") for single-unit and multi-unit residential development through Program H3.2 and mixed-use development through Program H3.4; and

WHEREAS, the City desires to add Chapter 17.28, Residential and Residential Mixed-Use Design Standards, to establish ODS for residential and residential mixed-use development, and amend Division II, Base and Overlay Districts, Chapter 17.17, General Site Regulations, Chapter 17.21, Landscaping, Chapter 17.23, Parking and Loading, and Chapter 17.46, Definitions, to ensure consistency with Chapter 17.28; and

WHEREAS, the City also desires to amend Chapter 17.34, Design Review, to establish and refine processes for discretionary and ministerial design review and Chapter 17.37, Waivers, to allow the granting of waivers for certain ODS, and to relocate existing reasonable accommodation standards from Chapter 17.37 to a new standalone chapter, Chapter 17.42, Reasonable Accommodation; and

WHEREAS, the additions and amendments to the Zoning Code are collectively referred to as the "Zoning Text Amendment"; and

WHEREAS, the Zoning Text Amendment directly implements Program H3.2 by replacing subjective design guidelines with clear, uniformly applicable standards that support consistent and efficient project review, and Program H3.4 by expanding opportunities for residential and mixed-use development in commercial zones; and

WHEREAS, the Zoning Text Amendment also advances several Housing Element programs, including Program H2.8 by clarifying design expectations for a range of residential types and by providing objective open space standards scaled to different project types and sizes; Program H2.12 by refining development standards to reduce procedural and regulatory constraints without compromising design quality and by providing objective pathways to meet required design and development criteria without unnecessary barriers; Program H3.1 by supporting streamlined ministerial approval processes for qualifying residential development consistent with state law; and Program H5.3 by allowing 100 percent affordable housing by right in the Public Facilities zoning district; and

WHEREAS, the Zoning Text Amendment is exempt from further environmental review pursuant to the California Environmental Quality Act ("CEQA") Guidelines §15061(b)(3), as it can be seen with certainty that it will not have a significant effect on the environment, and pursuant to §21080.085, as it is a rezoning that implements the schedule of actions contained in the City's Housing Element pursuant to Government Code §65583(c); and

WHEREAS, pursuant to NMC §17.31.060, notice of the public hearing was published in the Tri-City Voice on June 23, 2026; and

WHEREAS, the Planning Commission held a public hearing on July 14, 2026, and considered the Zoning Text Amendment, staff report, public comments, and all other testimony and evidence presented; and

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

WHEREAS, the Planning Commission finds that the Zoning Text Amendment meets the requisite findings of fact necessary for approval and the recommended findings of fact and determinations set forth in Exhibit A, attached to this Resolution; and

WHEREAS, the City's General Plan and 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.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Newark as follows:

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

Section 2. The Zoning Text Amendment is exempt from further environmental review pursuant to CEQA Guidelines §15061(b)(3) and §21080.085.

Section 3. Pursuant to NMC Sections 17.39.060 and 17.39.080, the Planning Commission of the City of Newark does hereby make the findings of fact and determinations required by the NMC as set forth in "Exhibit A" attached hereto and incorporated herein by this reference.

Section 4. Based on the findings of fact and determinations, the Planning Commission recommends that the City Council approve Z2025-004, a Zoning Text Amendment to NMC Title 17 (Zoning) to add Chapter 17.28, Residential and Residential Mixed-Use Design Standards, and Chapter 17.42, Reasonable Accommodation and amend Division II, Base and Overlay Districts, Chapter 17.17, General Site Regulations, Chapter 17.21, Landscaping, Chapter 17.23, Parking and Loading, Chapter 17.34, Design Review, Chapter 17.37, Waivers, and Chapter 17.46, Definitions, generally affecting development and design standards for residential and residential mixed-use development, and adopt an ordinance for such amendments to NMC Title 17 as set forth in "Exhibit B".

Section 4. That a copy of the minutes from this Planning Commission meeting of July 14, 2026 be forwarded to the City Council as a summary of the hearing.

This Resolution was introduced at the City of Newark Planning Commission's July 14, 2026 regular meeting by Commissioner Dhillon, seconded by Commissioner Aguilar, and passed as follows:

AYES: Fitts, Aguilar, Dhillon

NOES:

ABSENT: Becker, Bogisich

STEVEN TURNER, Secretary

BILL FITTS, Vice Chairperson

Attachments

1. Draft Ordinance
   - Exhibit A – Findings of Fact
   - Exhibit B – Proposed Chapter 17.28 Residential and Residential Mixed-Use Design Standards
   - Exhibit C – Associated Zoning Code Amendments – Clean Version
   - Exhibit D – Associated Zoning Code Amendments – Redline Version
   - Exhibit E – Revised Chapter 17.34 Design Review – Clean Version
   - Exhibit F – Revised Chapter 17.34 Design Review – Redline Version
   - Exhibit G – Revised Chapter 17.37 Waivers – Clean Version
   - Exhibit H – Revised Chapter 17.37 Waivers – Redline Version
   - Exhibit I – Proposed Chapter 17.42 Reasonable Accommodation

ATTACHMENT 4

Relevant Housing Plans and Policies

Housing Element: Overview

Since 1969, state law has required cities and counties in California to adequately plan to meet the housing needs of all members of their communities, at all income levels, by adopting housing plans, now called Housing Elements, into their general plan. The Bay Area region is now in its sixth Housing Element cycle, which encompasses years 2023 through 2031 (the "6th Cycle"). Newark has a 6th Cycle regional housing need assessment (RHNA) of 1,874 new homes.

On October 26, 2023, the City Council adopted the City's 6th Cycle Housing Element (Housing Element). Subsequently, the Department of Housing and Community Development (HCD) certified the Housing Element on December 21, 2023, finding it in compliance with state law.

The Housing Element includes 45 unique programs and 35 policies designed to achieve community-driven goals and meet the City's RHNA. These programs and policies also respond to state legislative priorities intended to speed up land use approvals and permitting to build more housing faster, reduce greenhouse gas emissions, improve project feasibility, and reduce displacement and homelessness. Additionally, these programs and policies further the "Three Ps" of housing– production, preservation, and protection. Staff meaningfully considers these layered policy objectives to craft implementable and appropriate recommendations for addressing housing affordability in Newark.

6th Cycle Implementation Progress

Calendar year 2027 marks the middle of the 6th Cycle. While the City submits an Annual Progress Report (APR) to the state by April 1 of each year, the state's 2027 mid-cycle APR review (Mid-Cycle Review) has specific import. During the Mid-Cycle Review, the state will compare the City's APR against the quantified objectives that the City committed to achieving in its Housing Element programs, as well as progress in issuing *building* permits against the City's RHNA targets.

As of July, 2026, Newark has completed approximately 29 percent of Housing Element programs, with 65 percent in progress or ongoing throughout the duration of the 6th Cycle. Only six percent of programs have not yet started. Staff plans to recommend approval of at least five additional programs for the City Council's consideration later this year, including ODS. If fully adopted, these programs would bring the City to a completion rate of at or around 50 percent before the Mid-Cycle Review.

While the City is also making progress toward its RHNA goals, it is doing so at a slower pace at this stage of the 6th Cycle compared to the previous cycle. By the end of 2025, Newark had issued building permits for approximately 22 percent of the RHNA. Unlike in previous years, the City is

not on target to meet RHNA targets for any income band (see Table 1). This is common among Bay Area jurisdictions, where high construction costs, high interest rates, and softening rents, among other factors, have tempered the market for new development.

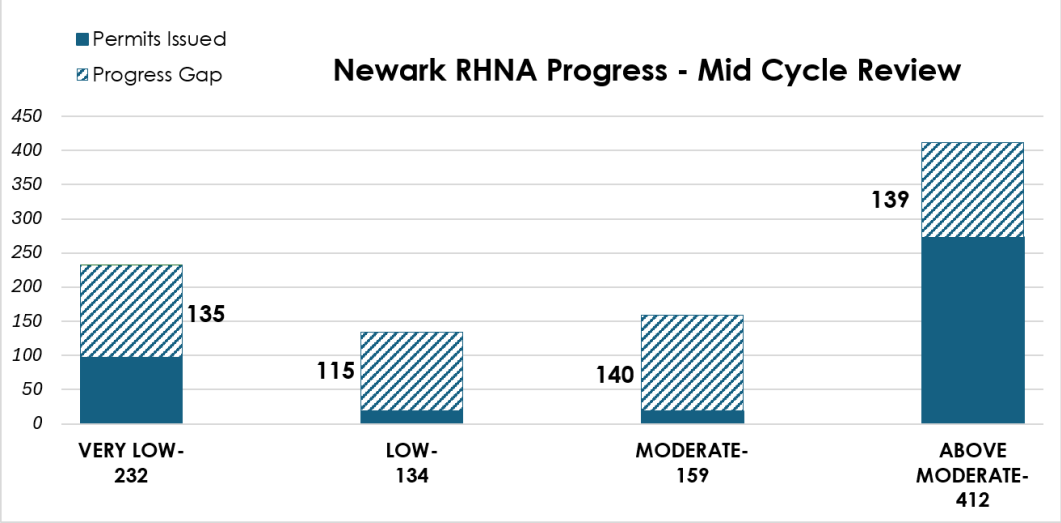
Table 1: Progress towards Regional Housing Needs Allocation

Income Level	RHNA Allocation by Income Level	2023	2024	2025	Total Units to Date (All years)	Total Remaining RHNA by Income Level	Percentage of Goal Met
Very Low	464	-	87	10	97	387	21%
Low	268	-	9	10	19	249	7%
Moderate	318	-	9	10	19	299	6%
Above Moderate	824	84	80	109	273	551	33%
Total	**1,874**	**84**	**185**	**139**	**408**	**1486**	**22%**

As a result, it is likely the City will be subject to the full applicability of state law SB 423. This law allows residential developments to opt in to a streamlined ministerial approval process if they restrict at least 10 percent of units to low-income households, or 20 percent to moderate-income households. The City would need to permit at least 139 more above moderate-income units by December 31, 2026 to avoid the complete SB 423 applicability.

Even if the City meets its above moderate-income target, the City will still be subject to a lesser version of SB 423 for failure to achieve its very low- and low-income housing permits. The City is currently subject to this lesser version of SB 423, which allows developments that restrict *50 percent* of units to low-income households to opt in to streamlined ministerial review. Figure 1 illustrates the number of building permits the City has already issued and the number of permits the City would have aimed to issue by the Mid-Cycle Review.

Figure 1. Newark RHNA Progress – Mid Cycle Review



Housing Element Programs Addressed by the ODS Project

The Objective Design Standards project implements several Housing Element programs in whole or in part. Each program includes one or more quantified objectives. Quantified objectives are the specific, measurable actions and outcomes that the City has committed to achieving during the 6th Cycle. Excerpts of these programs are included below, although the Housing Element may include more expanded descriptions.

Programs Fully Implemented by the ODS Project

- **H3.2: Develop objective design standards for single family and multi family developments and infill housing**
  Quantified Objective: Develop new objective design standards that result in designs that reflect the needs of the community while supporting new developments that are responsive to local ecological conditions and climate change while reducing development costs where applicable. Housing Element page 225-226
- **H3.4: Adjust zoning to allow mixed use in current Commercial zones**
  Quantified Objective: Amend the City's Neighborhood Commercial and Community Commercial zones and land use code to create objective standards for mixed-uses and facilitate the redevelopment of commercial sites to mixed-use. Housing Element page 226-227

Programs Partially Implemented by the ODS Project

- **H2.8: Zoning for Missing Middle Housing Types**
  Quantified Objective: To remove constraints and better encourage small multi-family developments in the RS, RL, and RM zoning districts, particularly in the northeast area of the city, including Lake-Rosemont, Mirabeau, and Mayhews Landing neighborhoods, zoning text amendments will be implemented. Housing Element page 219-221
    - ODS partially implements program H2.8 by drafting ODS to be applicable to small multi-unit (1-4) developments, including incentives for developments that provide more than one unit, and providing a development waiver system for instances where an objective standard may preclude development.
    - The City is undertaking a separate Missing Middle Housing Study that will further address program H2.8 implementation. A Planning Commission study session on missing middle housing is scheduled for June 28, 2026.

- **H2.12: Ensure maximum residential densities are achievable**
  Quantified Objective: Review, and amend as necessary, city requirements and development standards in all zones that allow residential development to ensure that maximum densities are achievable. This includes those standards and requirements related to maximum units per building, maximum building coverage, required open space per unit, minimum lot area,

setbacks, height limits, parking (also see Program H3.5) and limits on allowable densities. Specifically, remove the MUP requirement for buildings over 35 feet in the RM and RH zones and review whether the 60-foot height limit in the CMU zone (outside of the Old Town Specific Plan area) is a constraint on development and make needed changes, or allowing for flexibility to achieve maximum allowable densities. Housing Element page 224-225

- ODS partially implements this program by reviewing and revising several of the aforementioned standards, including removing the MUP requirement for buildings over 35 feet in the RM and RH zones and replacing it with height transition standards between zones.
- The City is undertaking a separate Missing Middle Housing Study and a Parking Study that will respectively review and consider allowable densities and parking requirements in different zones.

- **H3.1: Streamline Ministerial Approval Permit Procedures**
  Quantified Objective: Prepare and publish administrative procedures by 2024 for the processing of housing developments eligible for streamlined review pursuant to SB 35. Assign a staff member to support the streamlined development review process. This staff person will be a point of contact for affordable housing developers that will work to create a clear and streamlined process. Housing Element page 225
  - ODS partially implements this program by adopting a ministerial process into Newark Municipal Code that complies with SB 35, now more commonly referred to as SB 423.
  - Subsequent to adoption by City Council, staff will prepare and publish administrative documents to implement the adopted procedure, including assign a staff point of contact for affordable housing developers.

- **H5.3: Public Lands for dedicated affordable housing**
  Quantified Objective: The city, in compliance with the Surplus Land Act will develop and implement programs and policies to further Increase the utilization of public land for affordable housing with particular emphasis in high resource and gentrifying areas to support housing mobility and anti displacement efforts. Housing Element page 236-237
  - ODS partially implements this program by rezoning PF (Public-Facility) zoned land to allow mid-rise affordable housing as a permitted use, by-right.
  - The City will separately consider a public land framework / policy that enables a coordinated interagency approach to public land reuse, including working with the school district to reuse excess and underutilized school sites and meet the needs of the local education workforce.

Policy Intent of ODS

The requirement to review residential projects against ODS is a response to broader state and local efforts to address California's housing crisis, which has been driven in part by rising construction

costs and lengthy, unpredictable approval processes. State legislation has increasingly emphasized streamlined, ministerial review processes and limits on subjective design standards that can delay or constrain housing development.

The intent of Newark's ODS project is to enable a streamlined review process for residential and mixed-use development where residential is the primary use. This process is intended to remove constraints to housing development by reducing uncertainty and delays that can result from imposing subjective design guidelines or standards. Overall, ODS aim to balance the need for certainty and clarity for applicants with the City's longstanding priorities of promoting high-quality design and facilitating housing development. This advances the City's goals of meeting its RHNA targets and producing housing that is affordable to all members of the community.

A 2025 report by the Rand Institute found that longer housing production timelines are strongly associated with higher development costs. It takes, on average, 22 months longer to complete a residential development in California than it does in Texas. Of this difference, 15 months is just predevelopment (the period between application submittal and construction commencement) and the remainder is construction. Overall, the average housing production time for California is 49 months, compared to 27 months in Texas and 37 months in Colorado (see Figure 3 below). This means it takes nearly two years longer to produce a market rate apartment in California than in Texas, and one year longer than in Colorado.

The report estimates that California could reduce total development costs by eight percent if it could produce housing on timelines similar to Texas, with additional accrued benefits by allowing construction workers, design officials, and equipment to be redeployed to other projects and produce more housing.

Figure 2. Average Production Times by State for Market-Rate Apartments

Source: Figure 3.4, The High Cost of Producing Multifamily Housing in California, RAND Center on Housing and Homelessness (2025)

The Rand report further finds that architectural and engineering fees are significantly more expensive for both market rate and affordable housing in the Bay Area. While accounting for differences in cost of living, the report suggests that the greatest cost driver is likely discretionary design requirements with potential to significantly reduce per unit total development costs with consistent and predictable design requirements. This is consistent with stakeholder feedback that design professionals in the Bay Area "cushion" their contract rates to account for multiple rounds of review and revisions against unclear standards and discretionary processes.

The City reported in its 6th Cycle Housing Element that design review applications approved against existing subjective design standards can take four to seven months longer to approve under a discretionary process than a ministerial process. In practice, approval times can take longer based on a variety of factors (see Table 2).

Table 2: Average Permit Processing Time, Newark, 2022 (6th Cycle Housing Element)

Permit Process	Decision Type	Level of Review	Permit Types	Timeframe
Accessory Dwelling Unit Process	Ministerial (by-right) Discretionary	Staff Staff	Building permits for projects that comply with applicable building, zoning, and development regulations Single Family Design Review permits for projects involving a second story addition for an ADU that is taller than 16 feet	1 to 3 months 2 to 5 months
Ministerial By-Right	Ministerial (by-right)	Staff	Building permits for projects that comply with applicable building, zoning, and development regulations; parcel maps; and lot line adjustments	2 to 5 months
Discretionary By-Right	Discretionary	Staff	Includes design review permits, minor use permits, and sign permits	3 to 5 months
Discretionary (Hearing officer if Applicable)	Discretionary	Hearing officer	Includes variances, certain site development permits, and certain conditional use permits. Site development permits are required when development is proposed on Environmentally Sensitive Lands and for large multifamily developments on consolidated lots. Conditional use permits are required when development is proposed that is subject to supplemental conditions identified in the Municipal Code	4 to 9 months
Discretionary (Planning Commission)	Discretionary	Planning Commission	Includes certain minor use permits, conditional use permits, variances, and certain design review permits	6 to 9 months
Discretionary (City Council)	Discretionary	Planning Commission Recommendation and City Council approval	Includes tentative maps, condominium conversion maps, easement vacations, public right-of-way vacations, rezoning, land use plan and specific plan amendments, and planned development permits. Planned development permits are not required for residential development but are an option for large residential developments to allow greater flexibility than standard zoning.	9 to 18 months

Source: City of Newark, 2022

ATTACHMENT 5

Objective Design Standards Project Timeline & Milestones

The City engaged Good City Company to assist with drafting the City's objective design standards (ODS). Since the project was initiated in Fall 2024, the project team has completed a comprehensive planning, outreach, and drafting process that has culminated in the proposed ODS and associated zoning code amendments. The major project milestones are summarized below and illustrated in Figure 1.

Figure 1. Objective Design Standards Project Timeline

1. Analysis of Standards

Good City Company evaluated the City's existing zoning regulations and design guidelines to inform the development of ODS as summarized in the Existing Conditions Report in Attachment 6. This effort included a review of State requirements and best practices from other jurisdictions and identified opportunities to improve clarity, consistency, and alignment with State laws. The analysis informed recommendations on the draft ODS, related Zoning Code amendments, and updates to design review and waivers processes.

2. Community Engagement

Staff and Good City Company conducted a range of outreach efforts to gather community and stakeholder input as summarized in the Community Engagement Summary in Attachment 7). The feedback helped establish community priorities for the project, including balancing design quality with flexibility and feasibility, emphasizing human-scale, attractive, and functional design, and preserving Newark's existing character and identity. Engagement included the following:

- **Builders Roundtable** – A virtual "Builders Roundtable" held on January 22, 2025, convened 16 stakeholders, including developers, architects, and designers, to provide professional insights on existing regulations and potential improvements.

- **Planning Commissioner Interviews –** Interviews with three Planning Commissioners were held on March 6 and 13, 2025 to understand the Commissioners' perspectives regarding what has worked well under existing processes, guidelines, and standards, and identify areas for improvement.

- **Community Open House** – A community open house held on February 26, 2025 at the Newark Library included interactive stations and a presentation, but experienced lower-than-anticipated attendance, prompting additional outreach.

- **Pop-Up Events** – A pop-up event at Newark Family Day in the Park was held on April 12, 2025 and attracted approximately 35–50 participants and generated strong engagement, particularly among families. A second pop-up event at Newark Family Day in the Park was held on March 28, 2026 and attracted approximately 20 participants and generated strong engagement, particularly among families.

- **Project Communications** – Ongoing project communications have been supported through the City's websites (www.newarkca.gov/ods and housing.newarkca.gov), newsletters, email distribution lists, and physical flyers to ensure continued public awareness and participation.

3. Drafting Standards

Good City Company prepared the draft ODS and associated zoning code amendments by drawing upon existing objective development and design standards in the Zoning Code and Single Family Residential Design Guidelines, translating existing standards and guidelines with subjective language into objective terms, and then supplementing with additional design standards to support the development of housing and encourage specific design characteristics.

The supplemental standards were developed through a comprehensive review of established ODS in other jurisdictions and observed best practices. By starting with the community engagement process and a detailed review of the City's existing standards, the draft ODS have been tailored to the design priorities and goals of the City without being overly prescriptive or encouraging homogenous approaches to building design. Staff and Good City Company also reviewed opportunities to address other Housing Element programs that align with the intent of ODS.

4. Public Review of Draft Standards

The draft ODS and associated zoning code amendments were made available for public review from March 27, 2026 through April 17, 2026 on the project's website (www.newarkca.gov/ODS). The public was notified through the City's websites, newsletters, and email distribution lists, and physical flyers were made available at the Newark Family Day in the Park event on March 28, 2026 and Development Counter at City Hall.

The feedback included suggestions for specific areas where the draft language could be improved for clarity; additional flexibility for certain standards; expanded options for satisfying articulation

requirements; and considerations for particular building types that may be incongruous with the standards.

5. Planning Commission Study Session

On April 14, 2026, the Planning Commission conducted a study session to receive an update on the project and an overview of the draft standards. The staff report and presentation are available on the project's website (www.newarkca.gov/ods). The Planning Commission asked clarifying questions and provided feedback. The discussion primarily focused on the following topics:

- The potential for the proposed code updates to facilitate 100% residential projects in commercial areas.
- How the draft standards address compatibility between larger scale residential development and adjacent single-unit residential neighborhoods;
- The importance of maintaining flexibility through exceptions and waivers when deviations from the standards may result in a better design outcome.

Staff highlighted that the draft standards include approaches to reduce impacts on adjacent lower density residential neighborhoods, such as landscaping requirements and standards governing the location and orientation of windows and balconies in side yards, as well as transition standards to mitigate changes in height and setbacks between properties of different zoning districts and uses. Staff also described the proposed exceptions and waivers process, which provides flexibility where appropriate.

6. Revised Standards and Updated Processes

In response to comments received during the Public Review Period and Planning Commission Study Session, the draft ODS and associated zoning text amendments were refined to include the following:

- Suggestions for additional options for satisfying articulation requirements on street facing facades and ground floor active use requirements for mixed-use buildings were incorporated.
- Standards that were identified as difficult to implement or too restrictive, such as window reflectivity requirements, were revised.
- In sections where the draft standards already provide the flexibility suggested by commenters, the language was revised to more clearly describe the available compliance options.

Staff also revised the following chapters in the Zoning Code:

- Chapter 17.34 (Design Review) establishes and refines processes for discretionary and ministerial design review in accordance with Housing Element Program H3.1 to streamline ministerial permit procedures. A streamlined ministerial design review pathway would be established for qualifying single-unit, multi-unit, and mixed-use residential projects that meet specific criteria and applicable objective standards.

- Chapter 17.37 (Waivers) was revised to allow the granting of up to three waivers for certain ODS and clarify the procedures for granting such waivers.

- Chapter 17.42 (Reasonable Accommodation) is proposed to relocate existing reasonable accommodation standards from Chapter 17.37 into a new standalone chapter. The proposed chapter does not substantially change the City's existing reasonable accommodation procedures but reorganizes the Zoning Code to more clearly distinguish reasonable accommodations from waivers.

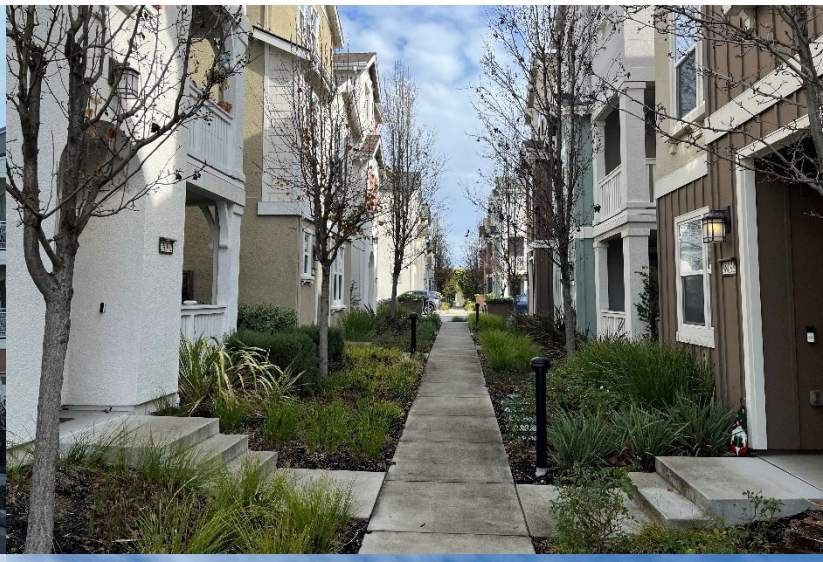
ATTACHMENT 6

City of Newark

Objective Design Standards

Existing Conditions Report

August 15, 2025



Prepared by:

GOODCITY COMPANY

Acknowledgements

Community Development Department

Steven M. Turner, Director
Art Interiano, Deputy Director
Carmelisa Lopez, Senior Planner
Michael Coulom, Housing Policy and Programs Manager
Joseph Balatbat, Associate Planner
Monica Ly, Contract Planner

Good City Company

Nicholas Hamilton, AICP, Public Policy Lead, Project Manager
Aaron Aknin, AICP, Principal
Ralph Robinson, AICP, Senior Planner
David Bafumi, AICP Candidate, Assistant Planner

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City of Newark

Objective Design Standards

Existing Conditions Report

August 15, 2025

Introduction

Like many Bay Area communities, Newark has experienced sustained high demand for housing, reflecting its attractive location for individuals and households. Regionally, housing production has not kept pace with this high demand. Recent changes to State housing law, reflected in many of the programs of the 2023-2031 Housing Element, seek to increase housing unit production through various means. Establishing Objective Design Standards (ODS) is an important part of the Housing Element and provides the opportunity for community members to identify design priorities and is required under State law for certain projects eligible for streamlined review.

This report assesses existing guidelines and standards in the City of Newark in preparation for the development of ODS for residential and mixed-use projects with a residential component. It also describes the background materials reviewed, relevant State housing laws, and the range of approaches other jurisdictions have taken to ODS.

The analysis identifies key regulatory structures, challenges, and opportunities for improvement to support the City's growth and development. Findings indicate that while Newark's zoning code (Title 17 Zoning) provides a strong framework for land use and design regulation, certain areas require refinement to enhance clarity, enforceability, and conform with State housing law. The project aims to implement several actions included in the 2023 – 2031 Housing Element. Program H3.2 requires the City to develop residential objective design standards and is a key program of the City's plan to accommodate the City's Regional Housing Needs Allocation (RHNA) of 1,874 additional units by 2031.

Key recommendations include developing a set of objective standards for residential and residential mixed-use projects, revisions to design review processes for residential and residential mixed-use development, and associated zoning code updates regarding uses and applicability to ensure compliance with state law.

What are Objective Design Standards?

The State of California has enacted laws that require approval for mixed-use and multi-family development to be based on uniformly verifiable criteria. State law defines objective standards as "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal" (California Government Code, Section 65852.21(j)(2)).

Subjective standards require interpretation by City staff, City Council, or any other board, commission, or committees that could exercise discretion. For example, a requirement for a 40-square-foot front entryway is an objective standard, while a "welcoming front entry" requirement is subject to interpretation. An objective standard like "building exteriors shall utilize at least two different colors" could replace a subjective requirement such as "every building shall have complementary colors which demonstrate a harmonious relationship."

Cities across the state are revising their design standards and submittal review processes to ensure they are written in clear and, where possible, quantifiable language to ensure design is of high quality and to facilitate the production of housing and mixed-use developments.

In practice, this means cities' discretion over land use and design is shifted earlier in the process and incorporated into new objective design standards.

Methodology

The existing conditions analysis is based on:

- Review of existing zoning ordinances and design guidelines
- Review of relevant State laws
- Benchmarking against comparable cities
- Interviews with planning staff
- Examining best practices in zoning reform and Objective Design Standards
- Note: Discussion of community and stakeholder perspectives will be discussed in a separate document

Analysis of Current Zoning Code and Design Guidelines

Zoning regulations in Newark serve as a foundation for managing land use, controlling development, and guiding urban growth. The City's zoning code establishes rules for various land uses, densities, heights, and several aspects of site and building design. The City has also maintained design guidelines for single family structures. Changes in state law require most residential development to be reviewed against objective design and development standards rather than a subjective standards or discretionary process.

Single Family Design Guidelines

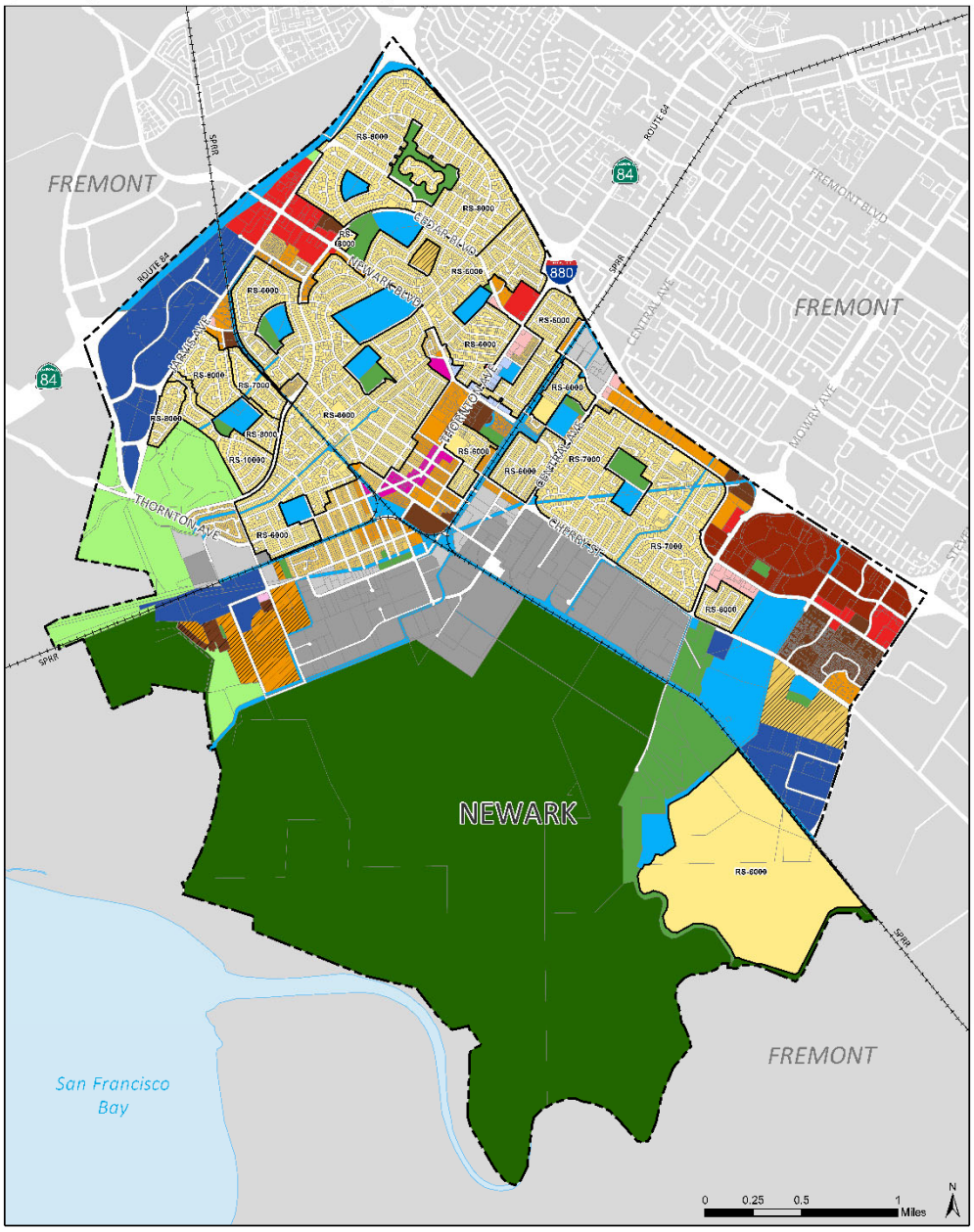
The City's existing "Single-Family Residential Design Review Guidelines" were adopted by the Planning Commission in 2007. The document reflects design standards typical of planning documents at that time. It establishes guidance regarding neighborhood scale and compatibility, minimization of privacy impacts, and establishes applicability and relevant processes. Since 2007, significant revisions to State law (discussed in greater detail below) have shifted toward objective standards and ministerial review for projects that conform to objective standards.

The guidelines emphasize compatibility with neighboring structures. Many guidelines lend themselves to being translated into Objective Design Standards while other guidelines may be more difficult. Two examples of guidelines that could be translated:

> *"Larger houses and additions introduced into modest-sized neighborhoods should be divided into smaller "modules" of similar size to houses in the existing neighborhood, so as to appear smaller in scale and mass, and be more compatible with the neighborhood."*
>
> *"New residences and additions should be compatible in scale and height with surrounding houses so as to blend in with them, versus overwhelming them with disproportionate size."*

In the above examples, objective standards can be crafted that speak to the core ideas behind many of the aspects of the guidelines, such as massing breaks, façade articulation, setback, and step back standards.

CITY OF NEWARK **ZONING MAP**



ZONING DISTRICTS

- *RS: Residential Single Family*
- *RL: Residential Low Density*
- *RM: Residential Medium Density*
- *RH: Residential High Density*
- *NC: Neighborhood Commercial*
- *CC: Community Commercial*
- *RC: Regional Commercial*
- *CMU: Commercial Mixed Use*
- *CR: Commercial Retail*
- *PO: Professional Office*
- *BTP: Business and Technology Park*
- *LI: Limited Industrial*
- *GI: General Industrial*
- *PF: Public Facilities*
- *TS: Transit Station*
- *OS: Open Space*
- *PK: Park*
- *RP: Resource Production*

OVERLAY DISTRICTS

- *FBC: Form Based Code*

MAP FEATURES

- *City Boundary*

Sources:
City of Newark
RRM Design Group
01.16.18

Figure 1. City of Newark Zoning Map (2018)

Zoning Topics Analyzed

The zoning code analysis focuses on design aspects of development regulations. The zoning code also provides controls and procedures for many other aspects of land use and development.

Key topics addressed in this assessment include:

- Site layout and design
- Building design
- Design guidelines and standards regarding:
    - Massing
    - Minimizing the apparent bulk of buildings
    - Façade articulation
    - Neighborhood compatibility
    - Transitions between different development types and intensities
    - Parking area design

The following topics are addressed only in specific instances:

- Density
- Permitted, conditional, and prohibited uses
- Height limits
- Lot coverage

Applicable Uses:

- Single- and Two-Unit Development
- Multi-Unit Development
- Mixed Use Development (with a residential component)

Primary Applicable Zoning Districts:

- RS: Residential Single Family (Chapter 17.07)
- RL: Residential Low Density (Chapter 17.07)
- RM: Residential Medium Density (Chapter 17.07)
- RH: Residential High Density (Chapter 17.07)
- NC: Neighborhood Commercial (Chapter 17.08)
- CC: Community Commercial (Chapter 17.08)
- RC: Regional Commercial (Chapter 17.08)

- CMU: Commercial Mixed Use (Chapter 17.08)
- PO: Professional Office (Chapter 17.09)
- BTP: Business and Technology Park (Chapter 17.09)
- PF: Public Facilities (Chapter 17.10)
- TS: Transit Station (Chapter 17.10)
- RP: Resource Production (Chapter 17.11)
- -PD: Planned Development Overlay (Chapter 17.12)
- -FBC: Form Based Code Overlay (Chapter 17.13)
- -OT: Old Town Overlay (Chapter 17.14)
- -BRH: By-Right Housing Overlay (Chapter 17.15)

Districts assumed to receive limited updates where residential may be permitted by state law:

- CR: Retail Commercial (Chapter 17.08)
- LI: limited Industrial (Chapter 17.09)
- GI: General industrial (Chapter 17.09)
- PK: Park (Chapter 17.10)
- OS: Open Space (Chapter 17.10)

Other Applicable Municipal Code Sections:

- General Site Regulations (Chapter 17.17)
- Landscaping (Chapter 17.21)
- Parking Area Design and Development Standards (Section 17.23.090)
- Use Classifications (Chapter 17.45) Definitions (Chapter 17.46)

Design Standards in the Zoning Code

Newark's zoning code delineates various districts, including residential, commercial, industrial, mixed-use, and a series of overlay districts. Each district has specific land use regulations and development standards. The City benefits from several recent modernizations to its zoning code, including a comprehensive update in 2018. Many design standards in the zoning code are already drafted in objective language.

However, many base districts, overlay zones, and other chapters in the zoning code also contain standards that are subjective in nature and/or establish certain discretionary processes currently applicable to residential development or mixed-use development with a residential

component. Where this occurs, revisions to ensure objective standards apply to residential and residential mixed-use development will be important.
Each base zoning district chapter establishes use regulations and development standards. Comments are listed below in Table 1.

Use regulations stipulate if a use is permitted, would require a minor use permit or conditional use permit, or is not allowed (prohibited). It also defines some additional regulations. Specific Housing Element programs include expanding where residential development is a permitted use. Such changes are related to the ODS initiative and coordination between those revisions and the ODS project would be appropriate if practical.

Development standards regulate density, minimum lot dimensions, height, setbacks, lot coverage, landscape, and open space standards. The development standards and subsequent associated sections of each base zoning district chapter are a core focus for the ODS project. Note: A separate effort is being developed in parallel to the ODS project to update certain development standards to implement other programs of the Housing Element and other city-wide initiatives. Coordination between these efforts and the ODS project would be appropriate if practical.

Table 1: Potential Subjective or Discretionary Issues in the Current Zoning Code

Zoning District	Potential Subjective or Discretionary Issues	Notes
RS: Residential Single Family (Chapter 17.07)	17.07.030 Development standards: Some criteria for additional density in RL and RM Districts is subjective. Heights over 35 feet in RM and RH districts limited by minor use permit is discretionary. 17.07.040 Supplemental regulations. This section contains some design standards that are subjective in nature and relate to discretionary processes. This section will be a core area of revisions to establish objective standards. These standards relate to: attached unit standards, building entrances, building design, roof line, windows, façade articulation, building materials, and window and balcony placement.	17.07.030.D Open Space: ODS project to be coordinated with any potential open space standards update process. Housing Element Program H2.12 commits to eliminating the MUP for developments above 35’ in RM and RH.
RL: Residential Low Density (Chapter 17.07)		
RM: Residential Medium Density (Chapter 17.07)		
RH: Residential High Density (Chapter 17.07)		

Zoning District	Potential Subjective or Discretionary Issues	Notes
NC: Neighborhood Commercial (Chapter 17.08) **CC: Community Commercial** (Chapter 17.08) **RC: Regional Commercial** (Chapter 17.08) **CMU: Commercial Mixed Use** (Chapter 17.08)	17.08.010 Revisions can clarify in objective language where residential is and is not allowed. Revisions to uses in this chapter should conform with state law and housing element programs. 17.08.020 Some existing standards applicable to residential should be revised to ensure they are written in objective language. 17.08.030 "Additional development standards" includes some subjective text and how residential and mixed use projects are treated can be clarified.	One possible approach could establish one set of ODS that are applicable to all relevant chapters and zoning districts. An alternative approach could establish ODS on a chapter-by-chapter basis.
CR: Commercial Retail (Chapter 17.08)	Assume CR district to receive limited updates regarding where residential may allowed by state law.	
PO: Professional Office (Chapter 17.09)	Same comments as apply to NC/CMU/CC/RC.	Same comments as apply to NC/CMU/CC/RC.
BTP: Business and Technology Park (Chapter 17.09)	To conduct further research and discuss with staff regarding if and in what contexts residential uses may be permitted in the BTP District.	Depending on the outcome, comments regarding NC/CMU/CC/RC may apply.
LI: limited Industrial (Chapter 17.09) **GI: General industrial** (Chapter 17.09)	Assume LI and GI districts would receive limited updates regarding where residential may allowed by state law.	
PF: Public Facilities (Chapter 17.10)	PF: Same comments as apply to NC/CMU/CC/RC.	Same comments as apply to NC/CMU/CC/RC. HE Program H5 commits to amending Public Facilities to allow affordable housing by right at minimum heights and densities. This change may be made through ODS

Zoning District	Potential Subjective or Discretionary Issues	Notes
		or through a separate project.
TS: Transit Station (Chapter 17.10)	To conduct further research and confirm with staff regarding if and in what contexts residential uses may be permitted in the TS District.	Depending on the outcome of additional research, comments regarding NC/CMU/CC/RC may apply.
PK: Park (Chapter 17.10) **OS: Open Space** (Chapter 17.10)	Assume PK and OS to receive limited updates regarding where residential may be allowed by state law or be left as is.	
RP: Resource Production (Chapter 17.11)	Caretaker units should be permitted but required to follow ODS.	
- FBC: Form Based Code Overlay (Chapter 17.13)	Design standards in this section are already significantly objective in their construction. Some additional standards can be added or existing standards modified to clarify specific areas and foster greater alignment between the standards applicable in this overlay district and base districts where residential is permitted.	
- OT: Old Town Overlay (Chapter 17.14)	Many design standards in this section are significantly objective in their construction. Additional standards can be added or existing standards modified to clarify specific areas and foster greater alignment between the standards applicable in this overlay district and base districts where residential is permitted.	
- BRH: By-Right Housing Overlay (Chapter 17.15)	Specific provisions regarding applicability of ODS should be clarified.	
General Site Regulations (Chapter 17.17)	Specific provisions regarding applicability of ODS should be clarified.	
Landscaping (Chapter 17.21)	Some standards should be replaced or modified to ensure they are written as objective standards for residential projects. Specific provisions regarding	

Zoning District	Potential Subjective or Discretionary Issues	Notes
	the applicability of ODS should be clarified.	
Parking Area Design and Development Standards (Section 17.23.090)	Some subjective standards should be replaced or modified to ensure they are written as objective standards for residential projects. Specific provisions regarding the applicability of ODS should be clarified.	
Use Classifications (Chapter 17.45)	Use classifications should be further evaluated to determine if clarification is needed to ensure ODS are applied to residential developments as intended.	
Definitions (Chapter 17.46)	Clarify a limited number of definitions to ensure ODS are applied to residential developments as intended, especially regarding residential-mixed use projects.	

Comparative Analysis and Best Practices

Cities and other jurisdictions across the state are updating their design standards to objective language to streamline the design review process and provide clear and consistent requirements that promote high-quality design. Many additional cities have included commitments to establish objective design standards in their most recently adopted housing elements. While each community implements objective design standards tailored to their jurisdiction, the overall approaches may be grouped into three main categories: Extensive, Limited, and Hybrid. Potential benefits and drawbacks to each approach are described below. A discussion of best practices regarding review processes is also described.

Extensive ODS

An extensive approach to ODS is characterized by highly detailed standards controlling the development of a wide-range of site and building design features from depth of eaves associated with a large number of architectural styles to the specific types of open space amenities triggered by different project scales. Examples of ODS reflecting this approach include those of the City of Santa Barbara, and jurisdictions in Marin County such as San Anselmo (links to both are included at the end of this document). Benefits of this approach

include providing property owners with clear and detailed expectations regarding design elements. This approach is generally associated with creating standalone ODS documents with extensive illustrations. Drawbacks to this approach include: difficulty in implementation due to the complexity of the standards, possibility of creating conflicting requirements, difficulty of establishing standards appropriate to a long list of possible architectural styles, and unintentionally making projects infeasible by creating standards that are very expensive or impossible to implement, and higher burden on public resources to develop and implement more highly complex standards. An additional drawback of the extensive approach is that while it can generate aesthetically pleasing buildings, it may also lead to a cookie cutter effect where a large number of buildings look the same.

Limited ODS

Limited approaches to ODS stick to the essentials and focus on design factors with the greatest impact such as building placement and massing. They can offer property owners and developers relatively more flexibility to develop creative solutions and can be developed and implemented more quickly and efficiently than more extensive approaches. This approach can work well when many areas of the city already have specific plans with extensive design standards. The standards themselves are often established by modifying the zoning code's existing development and design standards to remove subjective language and introduce limited new or modified standards. Drawbacks to this approach are that communities can feel it allows too much discretion for property owners and developers and may not yield desirable designs. Many cities initially employ such an approach to establishing a minimum set of standards while they take additional time to develop a more robust set of standards.

Hybrid ODS

Many jurisdictions take a hybrid approach aiming to find the right level of flexibility for property owners and developers while fostering neighborhoods that are desirable to current and future residents. These approaches often intend to limit design features that have historically been the least supported by the community and encourage features that have been approved in the past. Hybrid approaches can be implemented through creating standalone ODS documents, revisions to the zoning code, or both. The benefits of a hybrid approach include allowing for more specificity regarding design elements most important to communities and ensuring that projects that meet the standards remain feasible. Examples of this approach include the Multifamily ODS of the City of San Mateo and the Single Family ODS of the City of San Carlos (links to both are included at the end of this document). Drawbacks of this approach include not providing specific enough standards to prevent undesired designs and allowing for a diverse range of architectural styles in contexts such as historic districts where there may be a desire to minimize the number of architectural styles.

Review Processes

Ministerial review for residential and mixed-use building design—where City staff approves project applications if they meet objective standards—is widely considered a best practice because it promotes predictability, efficiency, and fairness in the development process. It ensures that compliant projects receive approvals quickly, gives developers and communities clear expectations, and reduces uncertainty. By avoiding lengthy discretionary reviews, it shortens timelines and lowers costs, helping deliver housing more quickly and affordably. This approach supports broader housing production goals and aligns with state mandates, particularly in jurisdictions under pressure to meet affordable housing targets. It also streamlines local government operations by allowing staff to focus on compliance rather than public hearings. Objective standards also reduce subjectivity and potential bias in decision-making, which is especially important for projects serving lower-income or vulnerable populations. Finally, ministerial review offers greater legal clarity and reduces the likelihood of challenges based on discretionary decisions.

Alignment with the General Plan

The ODS project seeks to align policies in areas where design standards intersect with other goals, policies, and programs of the City's 2023-2031 Housing Element as well as other areas of the City's December 12, 2013 General Plan. Several areas of the Housing Element and General Plan have themes or specific program commitments that align with the ODS project objectives. In addition to *Program H3.2 Develop objective design standards for single family and multifamily developments and infill housing,* the following key programs and policies reviewed in the preparation of this report are indicated below.

Program H2.1 Develop new housing options in areas of the city close to services such as parks, schools and grocery stores, with existing infrastructure.

The program calls for implementing SB 9 and 10 and reviewing program commitments including providing additional opportunities for missing middle housing (duplexes, fourplexes, cottage courts, and backyard cottages/ADU). Additionally, Program H2.1 includes geographic targeting for a proportion of such units.

Program H2.8, Zoning for Missing Middle Housing Types

The program calls for reviewing and amending the Zoning Code and applicable design guidelines to encourage and promote missing middle housing types, such as courtyard housing, two-, three-, and four-plexes. Additionally, Program H2.8 includes geographic targeting for a proportion of such units. Program H2.8 also calls for removing constraints in RS, RL and RM zoning districts and amending development standards to facilitate maximum

densities, such as eliminating minimum lot size requirements, reducing setbacks, and eliminating minimum unit size requirements. The program also calls for the establishment of a waiver system for cases where development standards may preclude the development of maximum allowable density.

H3.5: Parking standards update and study
Program commitments include provisions to encourage infill development and providing opportunities for alternatives to individual automobile use such as car sharing and bicycle parking.

Alignment with other Housing Element programs
The Housing Element of the General Plan calls for many additional updates to the zoning code. Many of these changes can be made during the ODS project, though some may need additional study and will be addressed separately.

Alignment with the other areas of the General Plan
The other areas of the City's 2013 General Plan include several themes, goals, and policies relevant to an Objective Design Standards project. These include fostering development that is more sustainable and promoting walkable, mixed-use, and transit-oriented communities.

State Housing Law

Several areas of State housing law have been established, expanded, or revised over the last several years with direct implications for design standards and design review processes. Key legislative changes are discussed below.

HAA Housing Accountability Act (Gov. Code § 65589.5)
The HAA limits a local jurisdiction's ability to deny or condition housing development projects that meet objective standards in effect at the time an application is deemed complete. It prohibits denial based on inconsistencies with subjective policies (e.g., design guidelines) and requires written findings if a project is denied. It has been repeatedly strengthened to ensure cities cannot use vague or discretionary criteria to delay or reduce housing.

AB 2162 Supportive Housing Streamlined Approval
Requires supportive housing developments that meet specific criteria to be approved ministerially in zones that allow multifamily and mixed-use development. Projects must be reviewed against objective standards only and are exempt from CEQA and discretionary review.

SB 9 Housing Opportunity and More Efficiency (HOME) Act
Requires ministerial approval of up to two residential units on single-family parcels and allows urban lot splits that meet certain criteria. All standards applied must be objective and uniformly applicable to the underlying zone. Discretionary design review is not permitted.

SB 10
Provides cities with the option to rezone parcels for up to 10 residential units per lot in transit-rich areas or urban infill sites without CEQA review. While SB 10 is voluntary, if a city adopts it, new zoning standards must be consistent with state housing goals and may incorporate objective design standards to guide implementation.

SB 35/423 Streamlined Ministerial Approval Process
Requires cities that are behind on RHNA progress to provide ministerial, by-right approval for qualifying multifamily housing developments. Projects must comply with objective zoning, subdivision, and design review standards, and cannot be subject to subjective review or discretionary approval processes. Progress toward achieving RHNA requirements continues to result in these requirements applying in Newark.

SB 330 Housing Crisis Act
Prohibits the adoption of new subjective standards that would reduce housing development intensity, limit the number of units, or increase design discretion. Requires cities to provide a "replacement map" of objective standards for housing projects and prohibits downzoning and other actions that constrain development capacity.

SB 684/SB 1123 Small Sites Streamlining
Streamlines the subdivision of small sites (10 units or fewer) in urban areas for qualifying ownership housing projects. Eliminates environmental review (CEQA) and reduces procedural burdens and accelerates parcel map approvals. Local design standards must be objective and applied ministerially. SB 1123, effective July 1, 2025, extends the provisions of SB 684 to vacant parcels in single family zoning districts.

SB 6 Middle Class Housing Act
Allows housing development projects on sites zoned for office, retail, or parking if they meet prevailing wage and other labor requirements. Cities may choose to permit residential uses in

such zones and regulate them using objective standards, however the act provides a pathway for housing on commercial sites and allows for residential projects meeting certain criteria to be permitted in cases where the city has not otherwise made residential a permitted use .

SB 450

Prohibits local agencies from applying non-uniform objective standards to SB 9 housing developments. Reinforces the requirement that standards must apply uniformly across the zoning district and cannot be tailored to discourage housing on a project-by-project basis.

AB 2011 Affordable Housing and High Road Jobs Act

Establishes a ministerial, CEQA-exempt approval process for qualifying multifamily housing developments on sites where office, retail, or parking are principally permitted uses. The law applies to two categories of projects: (1) 100% affordable housing developments and (2) mixed-income projects along designated commercial corridors. Eligible projects must comply with specific affordability, site, and labor requirements, including the payment of prevailing wages. Cities may only apply objective design and development standards to these projects, as discretionary review is prohibited. As such, AB 2011 underscores the importance of adopting clear, measurable, and legally defensible objective design standards to retain local influence over project form and site design.

Other Materials Consulted

Newpark Place Specific Plan

https://www.newarkca.gov/departments/community-development/specific-plans-master-plans/greater-newpark-master-plan/-fsiteid-1

Old Town Newark Specific Plan

https://www.newarkca.gov/departments/community-development/specific-plans-master-plans/old-town-newark-specific-plan

Bayside Newark Specific Plan

https://www.newarkca.gov/departments/community-development/specific-plans-master-plans/dumbraton-transit-oriented-development

Examples of Objective Design Standards

City of San Mateo, Objective Design Standards for Multi-Family and Residential Mixed-Use Projects
https://www.cityofsanmateo.org/4526/Objective-Design-Standards---Multi-Famil

Town of Los Gatos, Objective Design Standards
https://www.losgatosca.gov/2729/Objective-Design-Standards

City of Pleasant Hill, Citywide Design Guidelines and Residential Objective Design Standards
https://www.phillca.gov/138/Citywide-Design-Standards-Guidelines

City of San Jose, Citywide Objective Design Standards
https://www.sanjoseca.gov/home/showpublisheddocument/68485/637462218415900000

City of San Carlos, Single Family Objective Design Standards
https://www.cityofsancarlos.org/city_hall/departments_and_divisions/community_development/planning/plans_and_standards/single-family_objective_design_standards.php

City of San Carlos, Multifamily Objective Design Standards (in progress)
https://www.cityofsancarlos.org/city_hall/departments_and_divisions/community_development/planning/plans_and_standards/mixed-use_and_multi-family_objective_design_standards.php

City of Santa Barbara, Objective Design Standards
https://santabarbaraca.gov/services/construction-land-development/project-guidance/objective-design-standards

City of San Anselmo, Objective Design and Development Standards
https://www.townofsananselmo.org/1343/Objective-Design-and-Development-Standar

ATTACHMENT 7

OBJECTIVE DESIGN STANDARDS
COMMUNITY ENGAGEMENT SUMMARY MEMO

City of Newark

April 22, 2026

Overview and Key Takeaways

This memo summarizes the key findings of Newark's community engagement activities related to the development of the City's Objective Design Standards (ODS). It also assesses the activities completed. These included a community open house, pop-up at the 2025 Newark Family Day in the Park, a "Builders Roundtable" focus group, project website, social media posts, and newsletter announcements. The activities also shared project information with many community members who were not familiar with ODS or related work to be completed per the City's 2023-2031 Housing Element. Draft ODS were made available for public review on March 27, 2026. Public comments were requested to be submitted by April 17, 2026. The public draft was also advertised at the 2026 Newark Family Day in the Park. Broad themes and takeaways shared with the project team are summarized below.

1. **Balance Design Quality with Flexibility and Feasibility**
    - Builders and residents alike stressed the need to avoid overly rigid design mandates that stifle creativity or make affordable housing projects infeasible.
    - Cost-prohibitive elements identified by builders included balcony requirements, upper-level stepbacks, and overly specific material guidelines.
    - Street-facing commercial or active use requirements are desired, however, community members recognized they may not be financially viable or may conflict with infrastructure regulations.
    - Common open space: Residents prefer sufficient common open space and resident amenities be provided.

2. **Community Preference for Human-Scale, Attractive, and Functional Design**
    - Public feedback emphasized: Tree-lined streets, articulated facades, balcony privacy, and thoughtful architectural features to avoid visual monotony.
    - Mixed-use design valued: Ground-floor commercial with housing above was seen as a benefit for families and daily convenience by residents and builders.

- Interest in missing middle housing: The ability to add housing while "fitting in" with surrounding neighborhoods was valued by residents.
- Desire to screen larger areas of parking from street.

3. **Desire to Preserve Newark's Identity and Character**
    - Small-town feel and local identity: Residents expressed a desire to protect Newark's unique charm while accommodating growth.
    - Old Town Newark as inspiration: Residents suggested using design features from this area as a model for future standards.

Community Engagement Goals

The purpose of the community engagement activities related to this project was to provide inclusive, transparent, and effective public participation in the development of the City's ODS. Engagement activities were designed to build public trust, incorporate diverse perspectives, and ensure the standards reflect community preferences, while complying with state mandates for housing production and streamlining goals. The community engagement goals of the project are to:

- Inform community members with accurate information about the ODS project, including state requirements
- Engage individually and in small groups with community members to answer questions and receive other input relevant to the project
- Solicit feedback regarding the relative importance of design elements

Figure 1. Project Flyer

The project also benefited from community engagement activities and insights generated through the recent Housing Element Update process. The engagement prioritized those activities where community members could interact directly with the project materials and the project team. This approach was taken to allow for direct conversations to clarify and identify community priorities.

Stakeholder Identification

The City of Newark was incorporated in 1955 and is located 35 miles south of San Francisco in Alameda County. Newark has grown from its early days as a railroad, agricultural, and manufacturing city and today hosts many biotech and health sciences employers and is near to many other Bay Area job centers. The 1960s and 1970s saw high rates of population growth and real estate development, with a lower rate of population growth in the following decades. As of 2020 Newark Unified School District and Logitech are the two largest employers.

The 2020 Census indicated demographics generally consistent with Alameda County. Newark had an overall population of 47,529 that was 23% White, 3% African American, 1% Native American, 42% Asian, 18% from other races, and 12% from two or more races. Hispanic or Latino of any race were 30% of the population. Of the nearly 15,000 households, 39% included children under the age of 18 and 14% were households of one person. Twenty-one percent of residents were under the age of 18, 13% were sixty-five or older, and the remaining 66% between 18 and 65.

The 2023 American Community Survey (ACS) estimated 43% of the population was foreign born. The ACS also estimated 42% spoke English only at home. In addition to English, other languages spoken include 19% Spanish, 12% other Indo-European languages, and 26% Asian or Pacific Islander languages. Of those 25 or older, 90% were high school graduates and 47% had a bachelor's degree. The median household income was $164,909 and about 4% of the population were below the poverty line.

Engagement efforts were intended to target a range of community members, including:

- A broad cross-section of residents and property owners
- Neighborhood associations and homeowner groups
- Local architects and urban designers
- Affordable and market rate housing developers
- Youth and families with children
- Limited-English-speaking community members

City staff provided an initial list of known stakeholders. The project team added additional contacts and organized contacts in a stakeholder matrix to facilitate targeted outreach and follow-up.

Engagement Activities and Timeline

Project Initiation: Months 1-2

- Refine outreach plan
- Develop initial outreach materials
- Launch project webpage
- Announce project in City newsletter
- Review results from community outreach efforts for related projects in nearby cities.
- Develop the initial stakeholder list

Listening and Education: Months 2-7

- Hold a community open house
- Facilitate a stakeholder meeting with architects, property owners, and developers
- Distribute flyers
- Organize community pop up event (added in response to community feedback)
- Engage with the Design Review Committee (DRC) to receive feedback from multiple City departments

Drafting and Feedback: Months 6-12

- Incorporate insights gained through public feedback into standards
- Publish draft standards and solicit feedback
- Present and receive feedback at a Planning Commission public meeting
- Revise draft standards based on feedback received

Refinement and Adoption: Months 12-15

- Revise draft standards based on feedback received
- Present revised draft to City Council for consideration at a public hearing

Implementation: Months 15 and beyond

- Develop public education materials
- Train staff on implementation of standards
- Codification in Zoning Ordinance
- Public announcements of new standards and processes

Specific Activities Conducted

Open House

Figure 2. Open House Boards

A community open house on the ODS project was held on Wednesday, February 26, 2025, from 5:30 to 7:30 PM at the Newark Library. It was held in a visible location intended to attract community members who may pass by, in addition to those who received notice of the event. Most community members in attendance joined the event while on a visit to the library. The open house was advertised via email, social media, and physical flyers. A sign was placed at the library doors to attract library patrons and other pedestrians in the civic center plaza. Approximately eight homeowners, renters, and visitors engaged in conversations across five stations and members of the public completed interactive exercises and left specific comments at each station. Project consultants from Good City Company provided a brief overview presentation at the beginning of the open house that introduced the topic of ODS, described the project goals and timeline, and invited attendees to engage in the station exercises. Snacks and water were also provided. The project team deemed attendance to be below desired levels and explored options for further engagement. A pop-up event was subsequently added to the engagement plan.

Pop Up at Newark Family Day in the Park

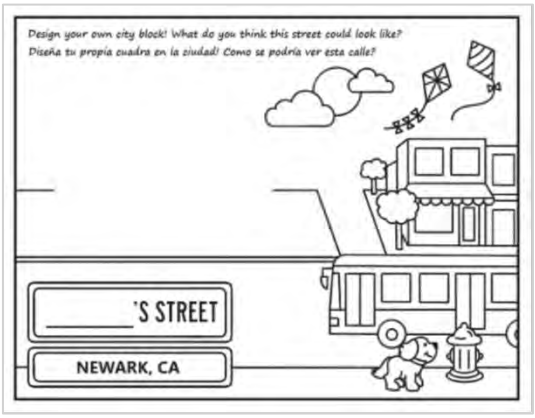


Figure 3. Newark Family Day in the Park Children's Activity

On April 12, 2025, at Newark Family Day in the Park, approximately 35-50 community members visited the Community Development table to share their thoughts on the City's efforts to develop objective design standards. This event was added to the community engagement plan to expand the reach of events, inform more members of the community, and receive additional input from community members regarding the ODS Project. The event sparked strong engagement, with many attendees stopping by to

participate in the interactive activities. Through these conversations with Planning staff and project team members from Good City Company, community members shared their input and gained a clearer understanding of what objective design standards are. As a result, more residents left the event more informed about the initiative.

Two interactive project boards and a children's activity helped to educate members of the community and collect feedback. Consistent with best practices, the engagement activity was designed with a particular focus on families with children, a group that often more closely reflects many segments of the broader community than those who typically participate in other community open houses, surveys, or public meetings. Several attendees engaged in longer discussions with staff to provide their insights and perspectives.

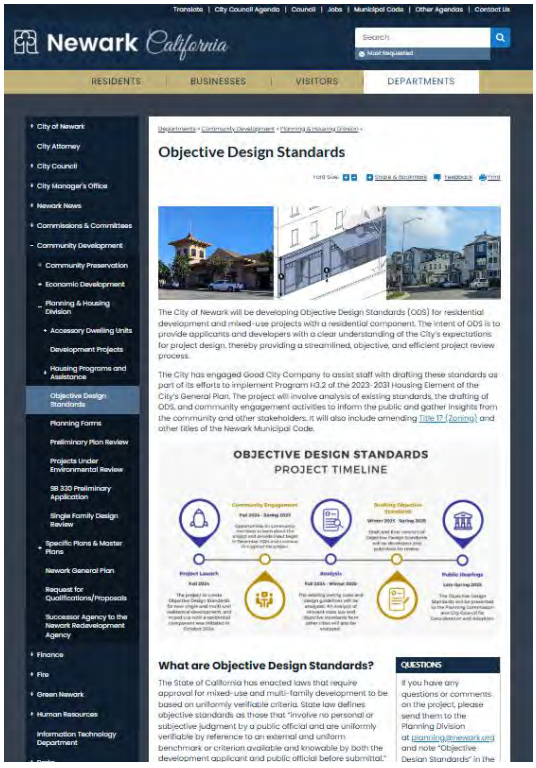


Figure 4. Project Webpage

Staff also conducted outreach to the community at the 2026 Newark Family Day in the Park, where staff provided project updates and advertised the availability of the draft standards for public review and feedback.

"Builders Roundtable" Stakeholder Meeting

A "Builders Roundtable," a meeting of stakeholders with recent experience in design and development in the City of Newark, was held on January 22, 2025, via teleconference. Participants discussed experience with the current development requirements, guidelines, and processes, knowledge of the requirements of other jurisdictions, and recommendations for the future. Twelve external stakeholders were joined by one City of Newark planning staff member, and three project team members from Good City Company. Of the external participants, seven were developers, five were architects or designers, and all had experience working in Newark or nearby jurisdictions.

Project Communications

Information about the project and events were communicated in advance through the following main channels:

1. The ODS project webpage of the City's website presented overall project information, updates on the process, and indicated ways to get involved.
2. Public events were designed to raise awareness and engage a broad range of the community. These included an open house held at the Newark Library and tabling at Newark Family Day in the Park.
3. The City's newsletter was identified by staff as one of the most effective ways of reaching residents and other interested community members. Project and event announcements were included in multiple newsletters throughout the project.
4. Emails were also sent utilizing the Housing Element interested parties list and additional contacts identified by Newark and Good City staff.
5. Flyers were available at City Hall and other areas of Newark.

Summary and Analysis of Feedback Received

Approximately 50-75 members of the community and other stakeholders provided input into the project prior to production of the first draft set of the Objective Design Standards.

Community Design Priorities (Public Events)

Community members at the public events identified certain design features as most benefiting residents and neighbors.

Of the design elements provided, most participants expressed support for key elements such as tree-lined streets and thoughtfully designed multi-unit housing through ornamentation, massing breaks, or colors to break up the bulk of the building. Adequate parking supply and separating parking access and pedestrians were also noted by several attendees as important considerations.

Specific building design elements that were prioritized by community members included: balcony privacy, facade articulation (protrusions such as balconies and shades adding architectural interest), and ground floor glazing (minimum window areas for mixed-used developments).

There was also significant interest in missing middle housing that visually "fit in" with lower density neighborhoods as well as interest in mixed-use projects that have active ground floor businesses and housing on the floors above to minimize time spent driving and as a benefit to families.

Other participants noted the high level of opportunity for residents in Newark and expressed the desire not to make the standards overly constraining and to allow property owners a fair amount of latitude.

Figure 5. Newark Family Day in the Park - Interactive Board Results

Another key theme that was identified from the event was the desire to maintain Newark's small-town feel. While participants acknowledged the need for growth and change, several people emphasized the importance of preserving the city's unique identity and sense of community. As a potential solution, community members highlighted the charm and character of Old Town Newark, recommending that its design features be used as inspiration for the City's objective design standards. Although perspectives on specific design elements varied, the conversations reflected a shared interest in ensuring that future standards align with the needs of Newark's diverse and growing community while preserving the city's core identity.

Feedback on Current Design Standards and Guidelines ("Builders Roundtable")

The "Builders Roundtable" provided significant input on the strengths of the existing Design Standards and Guidelines and areas for improvement. There was general agreement among the group that existing design standards and guidelines are an improvement from those of the past, and work well, however areas for improvement remain. Participants also acknowledged there can be competing policy objectives between those of land use and planning and those of public works, fire, and utilities. For example, having extensive active use requirements on street-facing facades can be very difficult given the requirements of PG&E, Fire, Public Works, etc. Participants encouraged the project team to balance what is desirable against what is practical.

- Some participants felt there is currently too much emphasis on design features such as architecture types, types of roof materials, and colors.
- One participant mentioned a specific issue from the past where there had been a preference for front doors to have glass in them, while homeowners preferred front doors without glass for safety and privacy reasons.
- Another participant shared that highly specific development standards can overly limit development. An example was given where a zone had a maximum building height standard of one hundred feet, but maximum density and floor area ratio (FAR) standards effectively restricted buildings to a much shorter height.

Recommendations Regarding New Objective Design Standards ("Builders Roundtable")

The "Builders Roundtable" revealed a general concern that future objective design standards could be too prescriptive and not allow for flexibility and creativity. Some participants warned against overly strict objective design standards that result in projects and neighborhoods all looking the same. Although they understand the utility of objective design standards that discourage poor design, they appreciate standards that give designers flexibility rather than forcing designs to fit in a box.

- One participant expressed an interest in objective design standards tailored to particular districts or areas of the city rather than all standards applying to the whole city.
- One participant encouraged having standards for the different areas between the curb and front façade (e.g., frontage, pedestrian clear zone, and landscape/street furnishing zone).
- One participant recommended that design guidelines and standards have a clear introductory statement of community expectations.
- Some participants warned of creating standards that are cost prohibitive for some types of housing. For example, balcony requirements can make affordable housing projects

too expensive to be feasible and upper level stepbacks can be cost prohibitive to a wide range of projects.

- Some participants noted the difficulty of meeting objective standards that required particularly durable or quality materials. A participant pointed out that creatively using inexpensive materials, such as stucco and cement board, can still yield superior design.
- One participant noted that requirements intended to foster commercial uses on the ground floor are desirable but can make the overall project infeasible.
- Other participants noted that there is a lot of community resistance to a building type that is not traditional single-family. However, the participants noted that there are ways to design missing middle/multifamily housing to match the architectural style and massing of single-family houses and make them fit in. The use of form-based standards that minimize the importance of some other development standards, such as density maximums, can be helpful in facilitating this type of development.
- Finally, a participant suggested that transitions between distinct types of materials and colors happen at inside corners, not outside corners to prevent visually abrupt transitions (inside corners means areas where two walls join at less than a 180-degree angle).

Other Feedback Received

AC Transit suggested design for bus stop area improvements be considered as part of the ODS (Attachment 1). Where a proposed development is adjacent to a bus route/bus stop AC Transit suggested standards could include accessibility improvements, sidewalk improvements, ADA-compliance improvements, relocating a bus stop from near-side of an intersection to the far-side to improve
pedestrian visibility and bus operations, tree proximity to bus stops, and passenger comfort improvements (e.g., adding a transit shelter and/or bench).

Both builders and other community members, including property owners, emphasized the importance of having straightforward review and approval processes. They wanted to ensure that the submittal, review, and approval processes were as streamlined and clear to understand as possible. They were also interested to learn what types of educational and informational materials the City might share following adoption of the objective design standards.

Public Review Draft and Planning Commission Study Session

The draft ODS were made available for public review online on Friday, March 27, 2026. Public comments were requested to be submitted by April 17, 2026. Two comment letters were received (Attachments 2 and 3). Feedback from the public review comments included the following:

- Suggestions on specific areas where the draft language could be improved for clarity.
- Additional options to consider for providing required articulation or satisfying requirements for materials.
- Areas where the standards could be further softened or simplified.
- Specific exceptions to consider for particular building types.

A study session was held at the Planning Commission meeting of April 14, 2026. Staff provided an overview of the project background, reasons for developing ODS, and an overview of the draft standards to the Commissioners. The Planning Commission provided feedback on the following:

- Requested clarification on the likelihood of the updates to Title 17 (Zoning Code) to result in 100% residential projects within commercial areas.
- Expressed interest in how the standards would address larger residential projects located adjacent to single-unit neighborhoods.
- Emphasized importance of the standards providing discretion and flexibility where possible for situations where deviations from the standards may lead to a better outcome for the project.
- Some commissioners also expressed support for the draft standards, particularly regarding articulation standards.

Measuring Success and Lessons Learned

It can be challenging to engage community members on a topic such as ODS that may at first seem relatively abstract. Adjusting the plan of engagement activities to maximize community participation can be helpful and was effective during this project.

The project webpage served as an effective repository of project information and provided information on ways community members could get involved. It served as an effective foundation to build other outreach efforts on. Newsletter announcements are considered by City staff to be an effective mechanism to reach community members. While social media was used to reach some community members, the ODS project team suggests this avenue be explored more extensively for future initiatives.

Figure 6. Newark Family Day in the Park

The community open house saw significantly lower participation than anticipated. Despite announcements made via City newsletters, social media, and physical flyers and locating the event at the Civic Center with a goal of attracting those passing by with signage, only eight individuals attended. While attendance was low, the level of engagement and quality of feedback received from those who did attend was high. A lesson learned was the importance of going out into the community where people already were going to be and sharpening communications to show how the ODS project might impact community members or the broader community.

Following the low level of participation at the open house, the project team identified establishing a booth at the Newark Family Day event as a potential additional activity. The approach of "meeting people where they are at" saw a much higher level of participation than the open house. Relative to comparable community engagement activities in the Bay Area, the Newark Family Day in the Park activity saw a strong level of attendance. The makeup of participants was aligned with the goals and expectations established prior to conducting the events and the level of engagement and quality of feedback received was also high.

The "Builders Roundtable" also saw strong attendance and a high level of engagement among participants, all of whom actively contributed throughout the meeting. Some followed up afterward to clarify or expand upon a point made during the meeting. All modes of engagement provided helpful insight into community priorities and goals and helped shape the development of the draft standards throughout the project.

Additional community education activities are also under development. These may include educational materials to inform community members of the new ODS and associated processes, or publicizing "open office hours" or an open meeting where all would be welcome to attend and ask questions.

Attachments

1. **AC Transit Comments on Objective Design Standards**
2. **Draft ODS Public Review Comments: Josie Morgan, David Baker Architects**
3. **Draft ODS Public Review Comments: Building Industry of the Bay Area (BIA)**

From: Crystal Wang
To: Carmelisa Lopez
Cc: Diann Castleberry; Robert Del Rosario
Subject: AC Transit Comments to City of Newark on the Objective Design Standards
Date: Thursday, February 27, 2025 5:39:44 PM

ALERT: This email originated from outside of the City. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report to City of Newark IT Help Desk if found suspicious.

Hi Carmelisa,

Hope all is well! Thank you for the opportunity to submit comments on the City of Newark's Objective Design Standards (ODS) for residential and mixed-use projects.

AC Transit would like to see that bus stop areas are considered as part of proposed developments. If the proposed development is adjacent to a bus route/bus stop, we hope that the developers can consider including improvements to the bus stop area as part of the development project. This could include:

- Accessibility improvements - see examples:
    a. Sidewalk improvements or filling in planter strips so the bus stop area is fully paved. ADA-compliance requires an 8' (perpendicular to the curb) x 5' (along the curb) paved area at the bus stop to allow for safe, accessible boarding/alighting.
- Safety/operational improvements – see examples:
    a. Relocating a bus stop from near-side of an intersection to the far-side to improve pedestrian visibility and bus operations. This would involve coordination with AC Transit, and coordination with the City to get No Parking signage in place.
    b. Another important consideration for bus stop operations is the placement of trees near bus stops. Trees can sometimes obstruct the view of the bus stop or require regular tree trimming. AC Transit staff is happy to help review plans for this.
- Passenger comfort improvements (e.g., adding a transit shelter and/or bench)

These types of improvements do not only benefit existing transit riders throughout the city, but also make transit a more attractive travel option for any residents/visitors of new mixed-use and multifamily developments. AC Transit staff is happy to review any proposed development plans and coordinate with City staff or developers on potential improvements that would be most appropriate for any given bus stop area.

Thanks!

Crystal Wang
Transportation Planner
AC Transit
510-332-6221

City of Newark

Objective Design Standards – DRAFT

New ODS Chapter (Proposed)

March 27, 2026 **(Draft)**

CHAPTER 17.28: Residential and Residential Mixed-Use Design Standards

17.28.010: Purpose

Purpose. The purposes of this chapter are to facilitate the production of quality housing for all members of the community and foster pedestrian-oriented, mixed-use areas as indicated in the City's general plan, applicable sections of the Zoning Code, and applicable specific or area plans. The objective design standards included in this chapter are intended to serve as part of a predictable, objective, and streamlined entitlement process for applicable new housing development. These standards define a set of clear and measurable design review criteria, which are available to applicants and reviewers in advance of submitting a development application. These standards complement the standards specified in the City's Zoning Code (Newark Municipal Code Division 17) and further the goals, policies, and actions of the City's General Plan, including those in the Housing Element related to housing production, zoning reform, streamlining design review, and expediting permit approval.

Additional purposes of this chapter are as follows:

A. Establish or clarify objective design standards for residential and residential mixed-use developments consistent with recognized architectural and urban design best practices for building and site design;

B. Preserve and enhance the character of the city's different neighborhoods and the quality of life of city residents;

C. Ensure adequate light, air, privacy, and open space for each dwelling; and

D. Ensure that the scale and design of new development and alterations to existing structures are appropriate to the physical characteristics of the site and the area where the project is proposed.

17.28.020: Applicability

A. This chapter prescribes design standards for projects subject to objective design standards. These standards shall be used in conjunction with all other applicable sections of the Zoning Ordinance as described in Table 17.28.020.

B. Projects subject to the design standards of this chapter:

1. Residential development (as defined in Chapter 17.46) in any residential district and residential developments subject to design review in any other district.

2. Residential mixed-use developments (as defined in Chapter 17.46) in any residential district and residential mixed-use developments subject to design review in any other district. This chapter shall be applied as follows:

    i. If two-thirds or more of the floor area of an individual mixed-use building is dedicated to residential uses, the entire building shall be subject to the Residential and Residential Mixed-Use Design Standards.

    ii. If less than two-thirds of the floor area of an individual mixed-use building is dedicated to residential uses, the Residential and Residential Mixed-Use Design Standards shall only apply to the residential component. The non-residential component shall follow the applicable design standards for the underlying zoning district.

    iii. If multiple buildings are proposed for a development, each building will be evaluated individually according to the criteria set in (i) and (ii) above.

3. Pursuant to State Law, regardless of the zoning district, the City will apply the design standards in this chapter to state-enacted ministerial projects, such as but not limited to streamlined "SB 35" ministerial approval under Government Code Section 65913.4; "SB 9" ministerial approval under Government Code Sections 65852.21 and 66411.7; and the Affordable Housing and High Road Jobs Act "AB 2011" streamlining under Government Code Section 65912.100.

4. Additions and exterior modifications to existing residential and residential-mixed use developments. The new portion of any additions and exterior modifications to existing residential and residential mixed-use developments shall be subject to the design standards of this chapter.

    i. Exceptions. Ground floor additions that do not face a public street and comprise less than fifty percent of the proposed total floor area may be exempt from specific design standards of this chapter subject to approval by the Community Development Director.

C. Design standards based on the number of residential units:

1. Single- to four-unit design standards shall apply to residential and residential mixed-use developments (pursuant to 17.28.020 (A)) with one to four units on a single parcel, regardless of how multi-unit development is defined in Chapter 17.45 - Use Classifications.

2. Five or more-unit design standards shall apply to residential and residential mixed-use developments (pursuant to 17.28.020 (A)) with five or more units on a single parcel or five or more attached units on any number of parcels.

3. When design standards applicable to residential and residential mixed-use developments are not delineated as applying to only single- to four-unit developments or five or more units, those standards shall apply to all residential and residential mixed-use developments (in accordance with the 17.28.020(A)) regardless of the number of units.

D. Exceptions and Waivers:

1. Exceptions. Minor exceptions to eligible objective design standards contained and as prescribed in Chapter 17.28 may be approved ministerially by the Community Development Director.

2. Waivers. Projects requesting a waiver of eligible objective design standards contained and as prescribed in Chapter 17.28 shall follow the waiver procedures prescribed in Chapter 17.37.

E. Table 17.28.020 Applicability of Standards prescribes when the design standards contained in this chapter are used in addition to or prevail over standards defined in Base Zoning District Standards (Chapters 17.07–17.11), Planned Development Standards (Chapter 17.12), and Overlay Zoning District Standards (Chapters 17.13–17.15), General Site Regulations Standards (Chapter 17.17), Landscaping Standards (Chapter 17.21), and Parking Area Design and Development Standards (Section 17.23.090). The table also prescribes when any objective design standard included in this chapter prevails over the standards in an adopted specific plan.

Table 17.28.020: Applicability of Standards

Regulation Source	Applicability
Base Zoning District Standards (Ch. 17.07–17.11)	The standards in this chapter prevail over base zoning district standards when base zoning district standards applicable to residential or residential mixed-use development are subjective, silent, or in conflict with the standards in this chapter.
Planned Development Standards (Ch. 17.12)	The standards in this chapter prevail over planned development standards applicable to residential or residential mixed-use development when planned development standards are subjective or silent.
Overlay Zoning District Standards (Ch. 17.13–17.15)	The standards in this chapter prevail over overlay zoning district standards when overlay zoning district standards applicable to residential or residential mixed-use development are subjective or silent.
General Site Regulations Standards (Ch. 17.17)	The standards in this chapter shall be required in addition to the standards in Chapter 17.17 except that a standard in Section 17.28.080 of this chapter shall prevail over a standard in Chapter 17.17 that is in conflict, is subjective, or silent.
Landscaping Standards (Ch. 17.21)	The standards in this chapter shall be required in addition to the standards of Chapter 17.21. Where there is a conflict between a standard of Chapter 17.28 and Chapter 17.21, the standard provided in Chapter 17.28 shall prevail.
Parking Area Design and Development Standards (Sec. 17.23.090)	The standards in this chapter shall be required in addition to the standards of Section 17.23.090.
Accessory Dwelling Units Standards (Sec. 17.26.040)	The standards in this chapter shall be required as prescribed in Chapter 17.26.040.
Specific Plan Design Standards	The standards in this chapter prevail over specific plan design standards when specific plan design standards are subjective or silent.

Should I read this to mean "Street facing facades at least thirty feet in length shall include at least one of the following treatments"?

17.28.030: Building Massing and Articulation Standards

A. Single- to Four-Unit Development.

1. Massing and Articulation. For all new development and additions above the ground floor, the following standards apply:

a. Primary Articulation. Street-facing building facades shall include at least one of the following treatments for every horizontal length of wall of at least thirty feet:

i. Change in building material for at least thirty percent of the surface area of that facade.

ii. Change in wall plane depth of at least eighteen inches for at least thirty percent of the surface area of that façade.

iii. Incorporation of bays, decks, balconies, or similar protrusions with a minimum projection from the wall plane of one foot and comprising at least ten percent of the total wall plane of the base and upper floor(s). With respect to such protrusions, the street side setback and size limitations provided in Chapter 17.17 shall not apply.

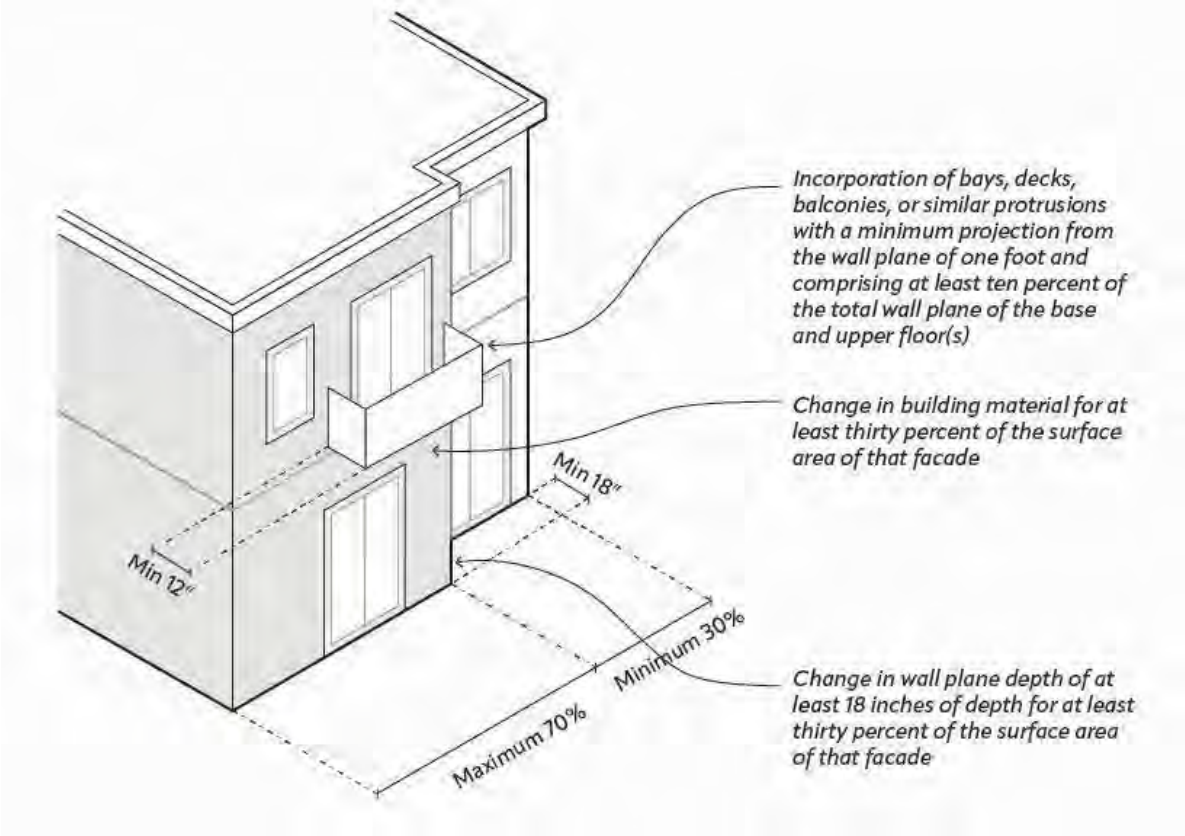


FIGURE 17.28.030(A)(1): PRIMARY ARTICULATION – SINGLE- TO FOUR-UNITS

b. Secondary Articulation. No street-facing building facade shall have a continuous length of wall plane of more than twenty feet without at least one of the following treatments per every twenty feet of wall plane:

i. Window.

ii. Entry door.

iii. Change in materials.

Suggest including more in this list, such as louvers or shading devices,

iv. Change in wall plane of at least twelve inches.

v. Decorative shutters.

vi. Trellis.

2. Roof design. For all new development, the following standards shall apply:

a. Roof projections into setbacks as prescribed in Section 17.17.090 are permitted.

b. Include at least one architectural feature, such as but not limited to, a cornice, parapet, fascia, or projection with a minimum height of six inches.

Suggest striking this requirement. Example project above that would not meet this.

c. Articulate the roof along any street facing façade using at least one of the following techniques for every forty linear feet of street-facing roof:

i. Change in the topmost roof elevation of at least twelve inches.

ii. Change in the angle of the roof slope of at least fifteen degrees.

iii. Change in the eave depth of at least twelve inches.

iv. Provide a roof dormer or gable with a minimum width equal to at least fifteen percent of the linear length of the roof line.

Suggest every 50 feet to accommodate larger family units

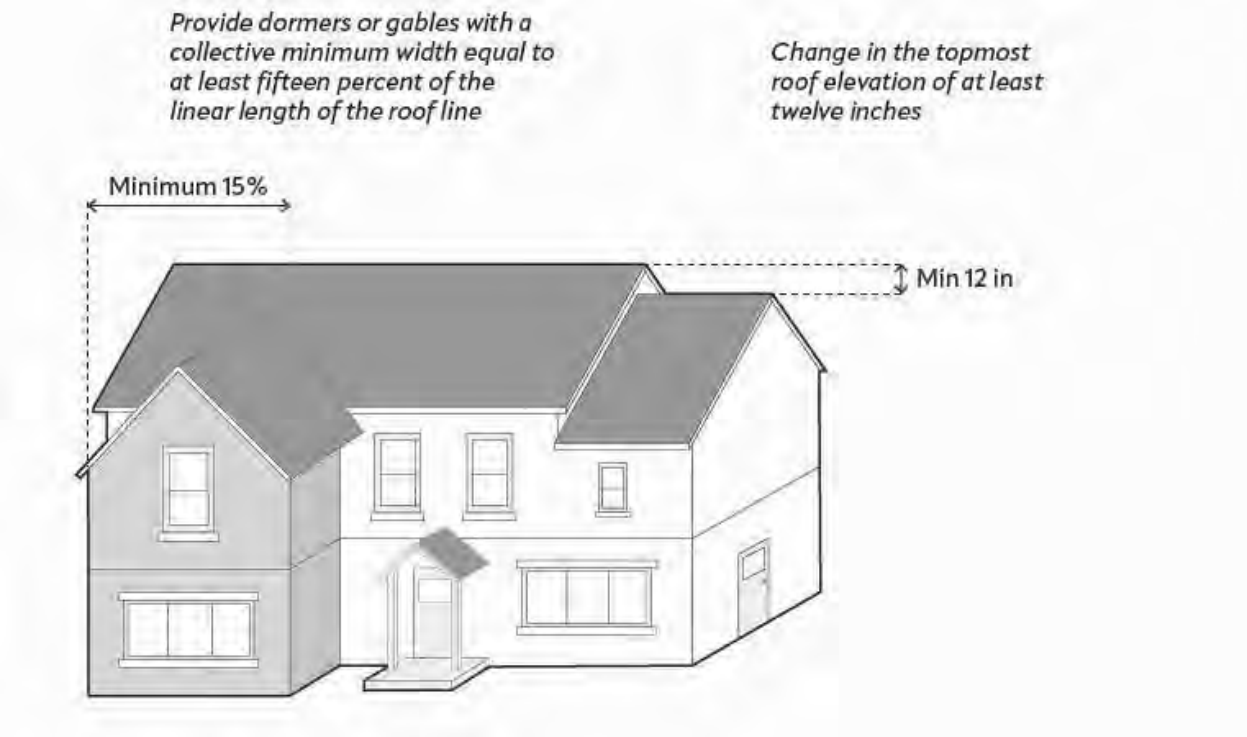


FIGURE 17.28.030(A)(2)-A: ROOF DESIGN – SINGLE- TO FOUR-UNITS

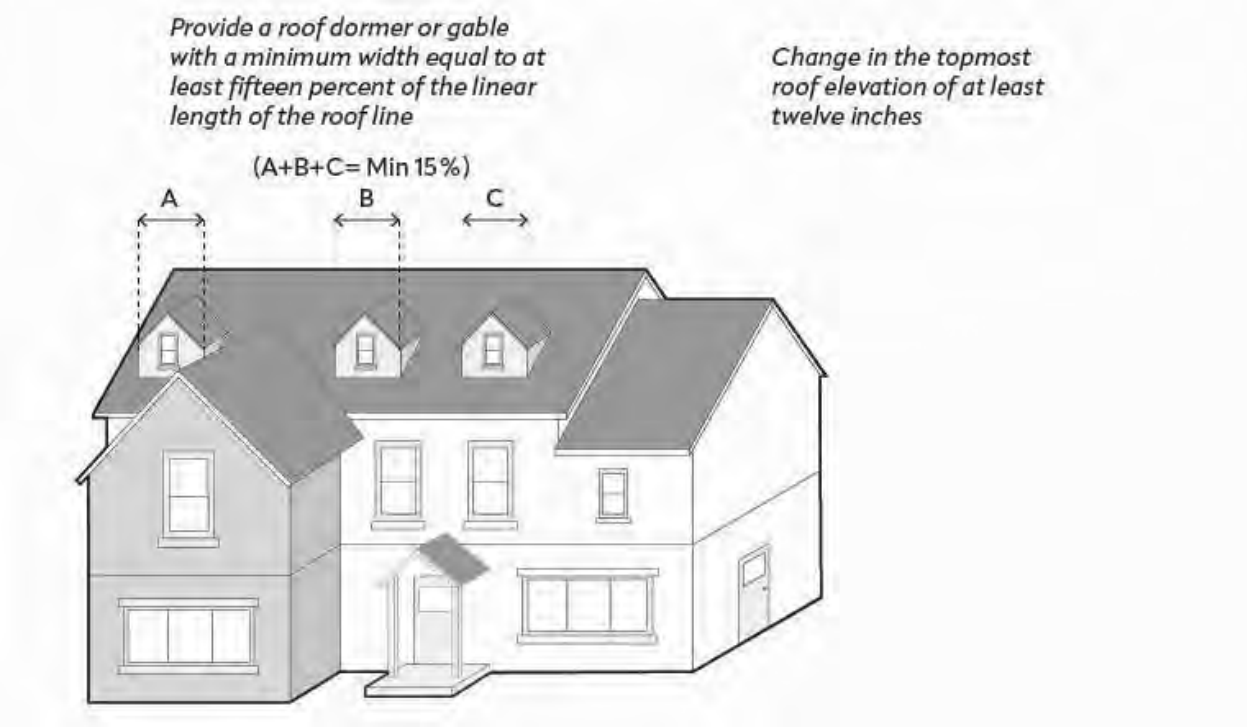


FIGURE 17.28.030(A)(2)-B: ROOF DESIGN (SHOWING MULTIPLE DORMERS) – SINGLE- TO FOUR-UNITS

This is not cost effective for non-podium projects and should not be required for projects less than 6 stories. Suggest requiring variation in depth, instead, for all-wood frame projects

B. Five or More Unit Development.

1. Projections. Projections into required setbacks for balconies and other features as prescribed in 17.17.090 are permitted.

2. Massing and Articulation. Building articulation is required for facades facing any public street or public park through the use of either vertical building variation (a) or horizontal building variation (b) as described below:

   a. Vertical building variation. The façade shall be designed with a base, upper floors, and top and shall include the following (i-iii):

      i. The base and the upper floor(s) shall each have a minimum height of one story.

      ii. The base and the upper floor(s) shall be differentiated through the use of at least two of the following approaches (1-3):

         1. Change in building material for at least thirty percent of the surface area of the base or upper floors.

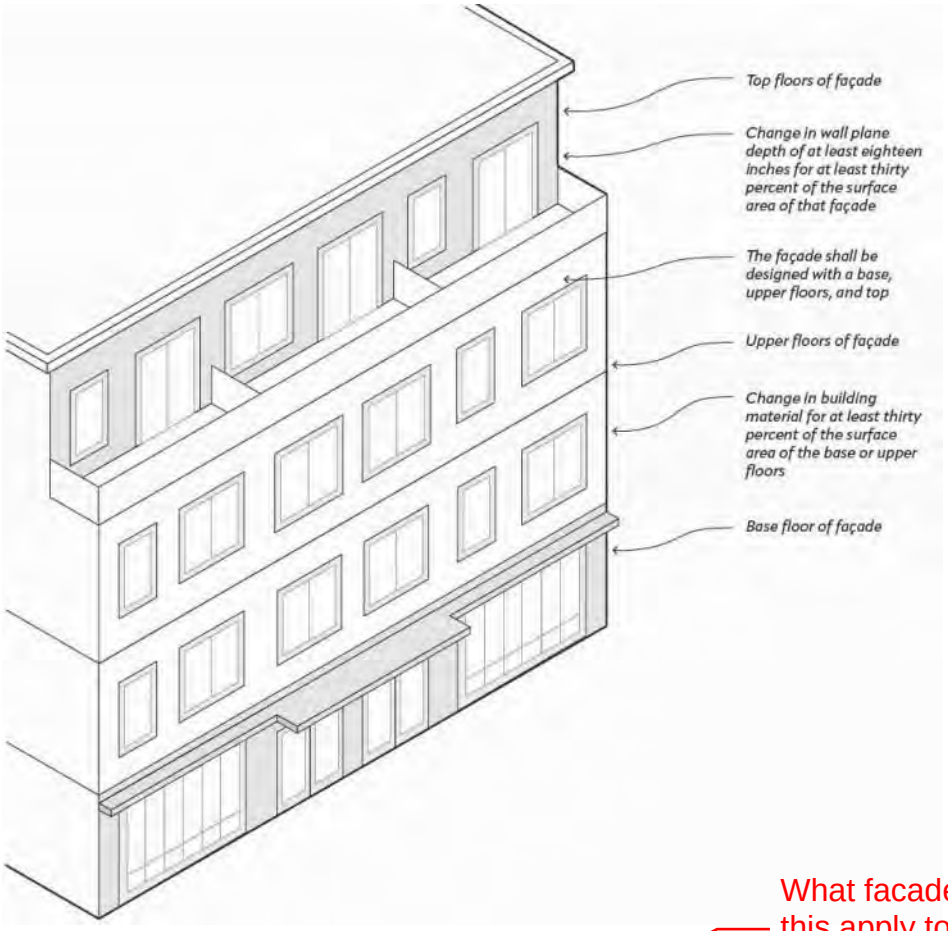
         2. Change in wall plane depth of at least eighteen inches for at least thirty percent of the surface area of that façade.

         3. Projections and recesses. Incorporation of bays, decks, balconies, landings, permanent shading structures, or planter boxes, with a minimum projection or recess from the wall

plane of eighteen inches Incorporated projecting elements shall combine to comprise at least ten percent of the of the surface area of that façade.

a. Juliet balconies and other ornamentation (columns, banding, fins, molding, artistic inlays or reliefs, sculptures, etc.) with a minimum projection from the wall plane of eight inches may satisfy up to fifty percent of the projection or recess requirement.

iii. The top shall include an architectural feature, such as but not limited to a cornice, parapet, fascia, or projection with a minimum height of eighteen inches along the entire length of the street-facing façade. Alternatively, where two architectural features are proposed to distinguish the roof from the upper floors (e.g., an upper-level and mid-level cornice), the combined height of the two features shall be a minimum of eighteen inches.



What facades does this apply to?

FIGURE 17.28.030(B)(2)(a): VERTICAL BUILDING VATIATION – FIVE OF MORE UNIT DEVELOPMENT

b. Horizontal building variation. Provide one of the following (i-iii). These features may be grouped rather than evenly spaced modules, however, there can be no length of the building to exceed seventy-five feet without at least one of the required treatments.

i. Change in building material for at least thirty percent of the surface area of the façade.

ii. Change in wall plane depth of at least eighteen inches for at least thirty percent of the surface area of the façade.

iii. Projections and Recesses. Incorporation of bays, decks, balconies, landings, permanent shading structures, or planter boxes with a minimum projection or recess from the wall plane of eighteen inches. Incorporated projecting elements shall combine to comprise at least ten percent of the surface area of that façade.

1. Juliet balconies and other ornamentation (columns, banding, fins, molding, artistic inlays or reliefs, sculptures, etc.) with a minimum projection from the wall plane of eight inches may satisfy up to fifty percent of the projection or recess requirement.

how is this measured? from face of glazing to outer edge of ornamentation?

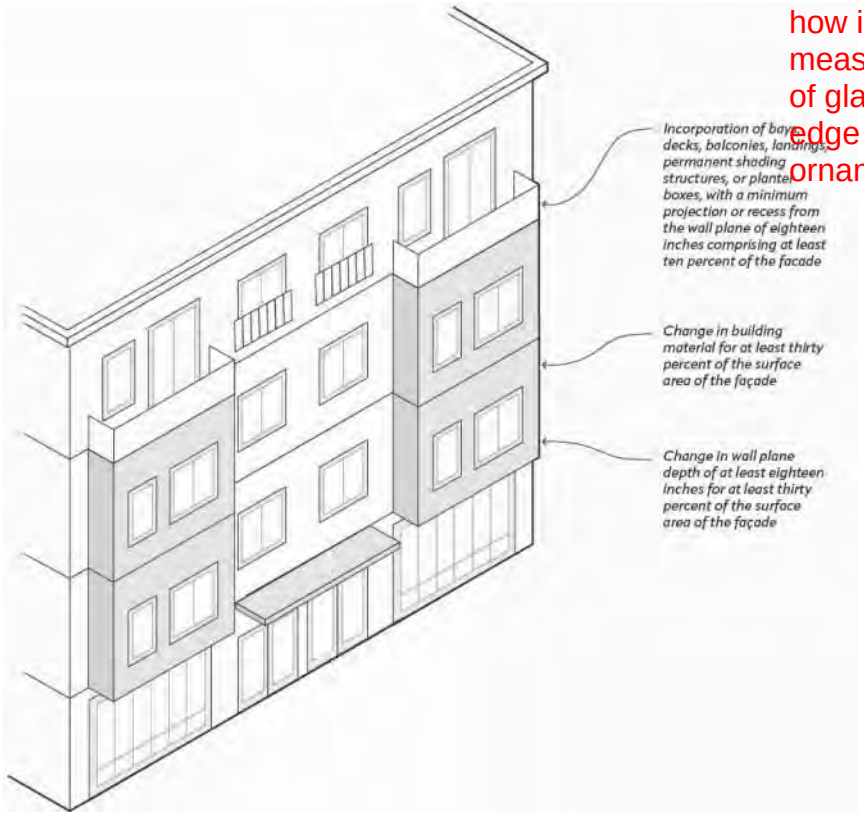


FIGURE 17.28.030(B)(2)(B): HORIZONTAL BUILDING VARIATION – FIVE OR MORE UNIT DEVELOPMENT

3. Roof design. The roof design must include all of the following:

a. Roof projections into setbacks as prescribed in Section 17.17.090 are permitted.

b. Roof articulation utilizing at least one of the following techniques for every seventy-five linear feet of street-facing roof line. For buildings with a roof line exceeding 150 feet, required roof articulation only needs to be provided twice.:

i. Change in the topmost roof elevation or parapet elevation of at least eighteen inches within a length of seventy-five linear feet of roof line.

ii. Change in the angle of the roof slope of at least fifteen degrees.

iii. Change in the eave depth of at least eighteen inches.

iv. Provide roof dormers or gables with a collective minimum width equal to at least fifteen percent of the linear length of the roof line.

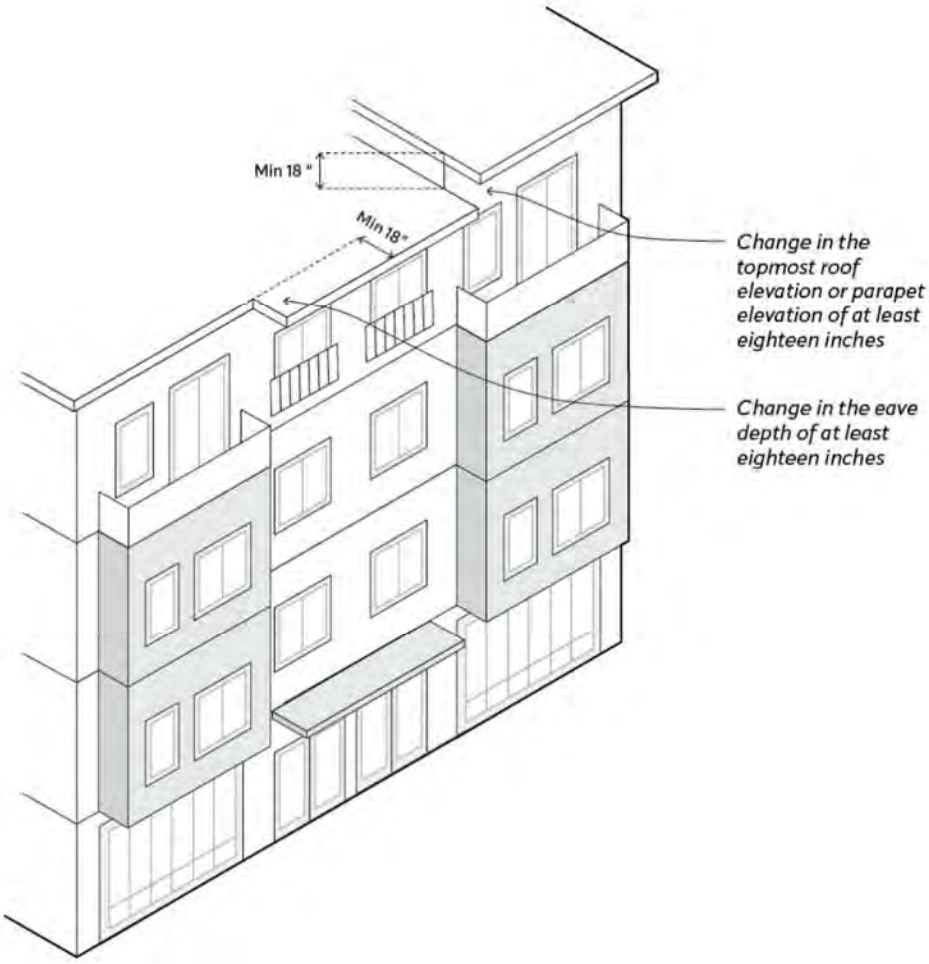


FIGURE17.28.030(B)(3)(B): ROOF DESIGN – FIVE OF MORE UNIT DEVELOPMENT

17.28.040: Building Element Standards

A. All Residential Development.

1. Building Entrances.

a. Projection or Recess.

i Building entrances must have a roofed projection (such as a porch), or recess, or combination thereof, with a minimum depth of at least three feet and a minimum horizontal area of fifteen square feet. This requirement shall apply to a single entrance for those buildings with more than one building entrance.

ii Roofed projections into setbacks as prescribed in Section 17.17.090 are permitted.

b. Dwelling Unit Access. Exterior entrances to units may be in the form of individual or shared entrances.

c. Entrance Orientation. Building entrances shall utilize one of the following approaches:

i The entrance of at least one unit or one shared entrance for multiple units shall be oriented to face the public right-of-way, or

ii An entry feature within five feet of the front setback line indicating where the building entrance may be accessed from the street via a walkway shall be provided. Entry features may be attached to or detached from the building and shall include a trellis, covered walkway, archway, or decorative posts of at least eight inches wide by eight inches deep by three feet tall. Detached entry features located within the front yard shall have a maximum height and width of eight feet and a maximum depth of five feet per the requirements of 17.17.040.

d. Entrance Height.

i Structures with a single floor. Entrance structures must comply with all height limits and are further limited to one-and-one-half times the height of the adjoining primary structure.

ii Structures with two or more floors. Entrance structures must comply with all height limits and are further limited to two times the floor height of the floor that entrance structure provides access to.

2. Window and Balcony Placement and Design.

a. Windows. Windows facing an adjoining RS or RL district: where the face of the window is within five feet of the property line and the sill is eight or more feet above grade, no portion of windows or transparent doors may overlap any existing windows or transparent doors serving floor area within five feet of the property line on an adjacent property.

i. Alternatively, windows and doors may be etched, frosted, or in a clerestory configuration so that views into and from the window are obscured. Windows with clear glass are permitted if they are located five or more feet above any adjacent occupied floor space or face greater than forty-five degrees from parallel to the property line.

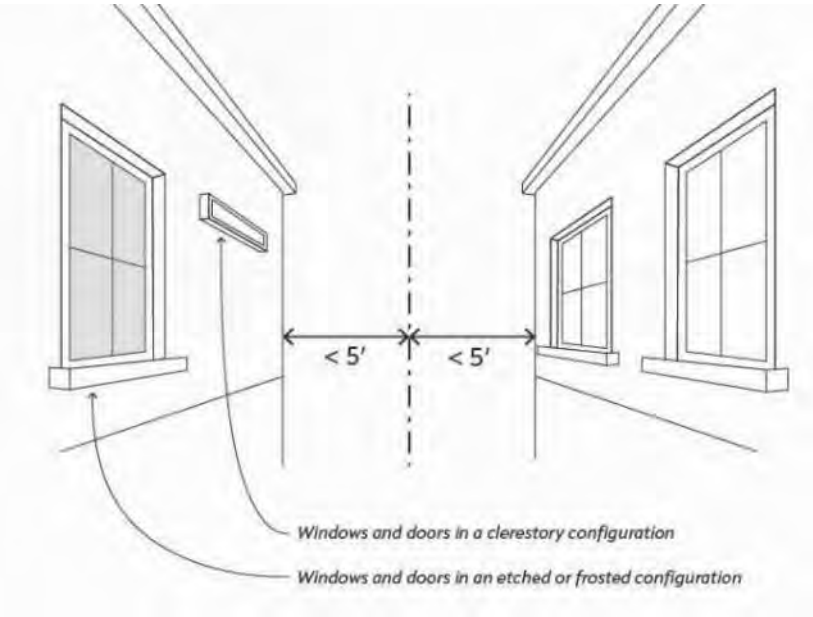


FIGURE 17.28.040(A)(2)(a)-A: Window and Balcony Placement and Design

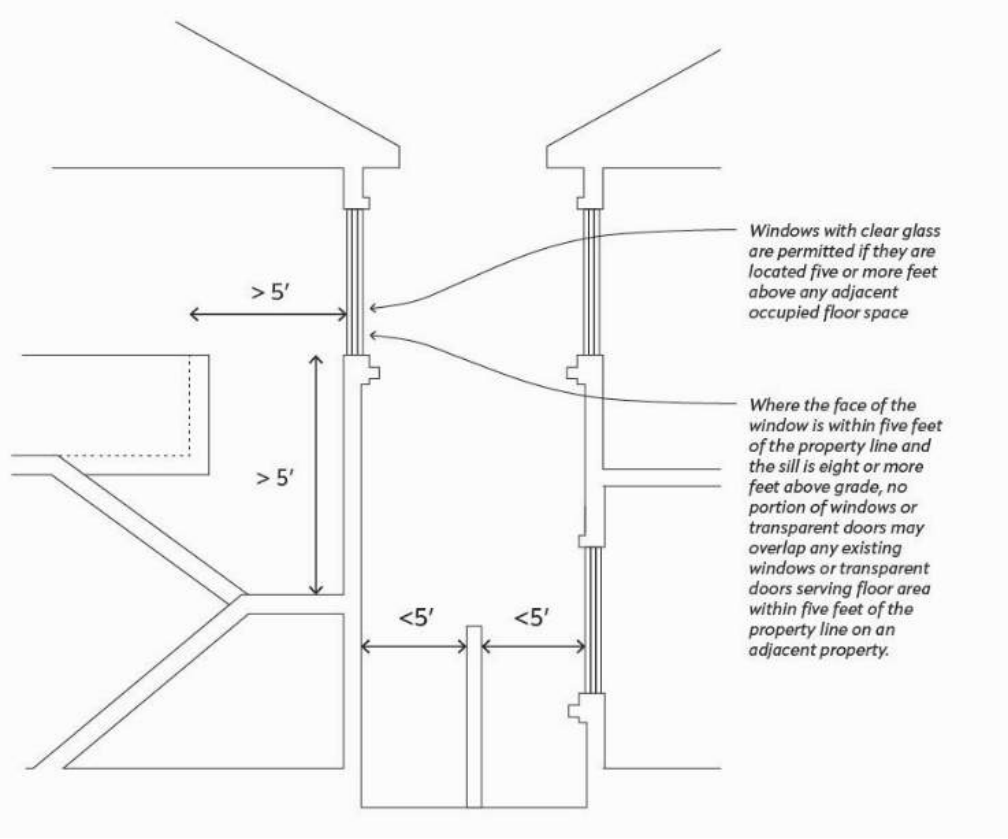


FIGURE 17.28.040(A)(2)(a)-B: Window and Balcony Placement and Design

b. Balconies. For property lines adjacent to RS and RL districts, balconies or decks may not be located within ten feet of the property line and shall be required to have a railing of not less than forty-two inches high that is at least fifty percent opaque.

c. Window Trim. All edges of all windows facing a public street must have trim or sills of at least one-half inch in depth or be recessed at least two inches from the plane of the surrounding exterior wall.

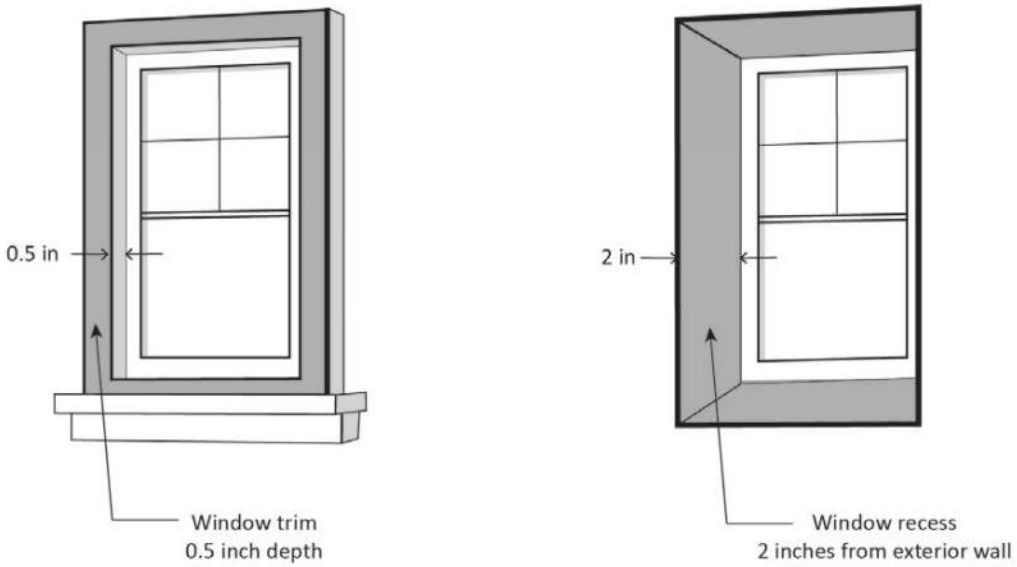


FIGURE 17.28.040(A)(2)(c): Window Trim or Recess

3. Garages and Parking Structures.

a. All Residential Development:

Is there a definition for primary? What if the garage is in a concrete podium?

i Garage façade materials, exclusive of the garage doors, shall be the same primary materials of the main building façade.

ii Garage lighting shall not be directed or glare onto adjacent properties. Bare light bulbs and LEDs shall be shielded from view from any adjacent public right of way, public park, or adjacent residential district.

iii Combined garage width for any street-facing building elevation shall not exceed the lesser of fifty percent of the linear street-facing elevation or fifty feet. For lots less than fifty feet in width, the combined garage width shall not exceed sixty percent of the linear street facing elevation.

iv Where permitted, roof-top parking shall be screened. Screening shall be a minimum of three feet in height and shall be constructed from the same building materials and color palette as the residential building.

v A maximum of two curb cuts for vehicle access shall be provided per street facing elevation, except where additional access points are required for fire department access.

or where required by code

vi An external pedestrian door or gate shall be provided for each parking structure serving five or more vehicles.

vii Any portion of a building used for parking five or more vehicles along a street-facing façade shall be screened from view or enclosed within the building in accordance with Section 17.23.090 (M).

b. Single- to Four-Unit Development:

i For projects that provide dedicated garages for each unit, any street-facing garage door shall be recessed a minimum of eighteen inches behind the building façade closest to the street-facing property line.

c. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve any plan for garages or parking structures that deviates from the above garage and parking structures standards.

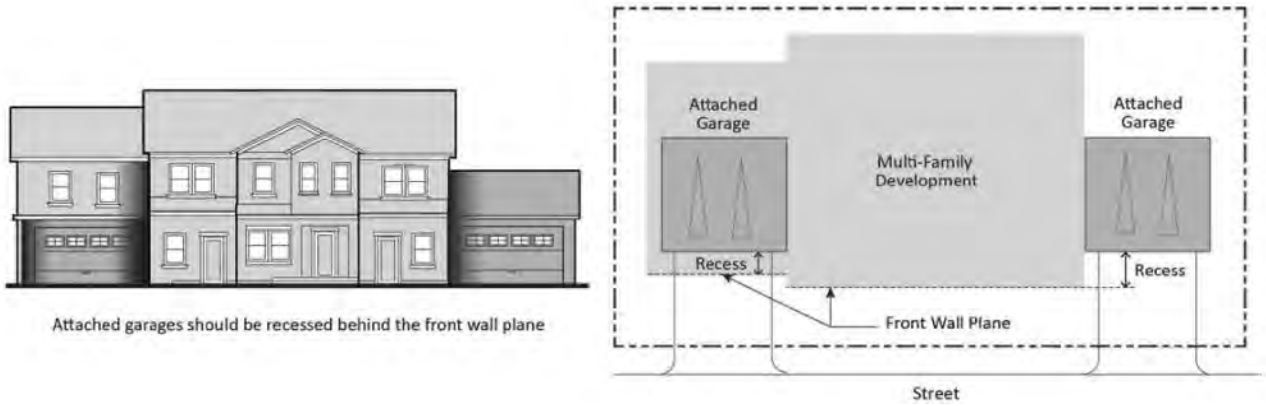


FIGURE 17.28.ABC: ATTACHED GARAGES

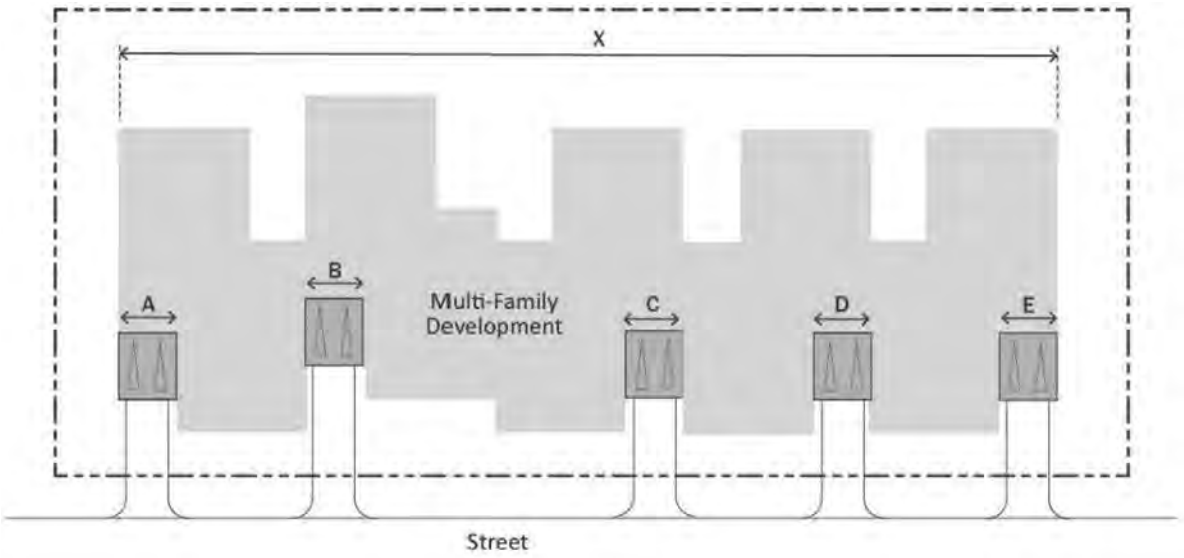


FIGURE 17.28.ABC: GARAGE FRONTAGE

17.28.050: Materials and Colors

A. All Residential Development.

1. Exterior Materials and Colors.

Consider giving "credit" somewhere for premium materials or materials with textural variety

a. Materials.

i. Roofs. Cool roof membranes are only permitted on flat roofs (not exceeding a slope of ten degrees).

a. Where cool roof membranes are used at or above twenty-five feet, such areas are to be located behind a raised roof parapet with a minimum height of eighteen inches.

ii. Prohibited Materials. The following materials shall be prohibited for all building exteriors:

a. T1-11 siding, except T1-11 siding is allowed on the façade of additions to one- to four-unit developments when such siding is already used on the same façade.

b. Foam trim and siding, except for use of durable foam coating for building and window trims with smooth stucco finish above the ground level

c. Mirrored glass or glazing with a reflective index above twenty percent above the ground level.

b. Colors.

How is this verified?

i. Building colors, excluding trim and accent colors, shall have a minimum light reflective value (LRV) of ten percent.

ii. Fluorescent, iridescent, or metallic paints are prohibited as primary building colors but may be used on trim, windows, doors, building lettering and numbering, and light fixtures.

iii. For all exteriors, metal seam or other metal materials shall be anodized, fluoropolymer-coated, or painted. Copper or zinc on building exteriors shall be natural or pre-oxidized.

What is the goal of this requirement? We use many weathering metals that do not meet these requirements

B. Five or More Unit Development.

1. Exterior Materials and Colors.

a. The use of stucco shall be limited to a maximum of ninety percent of the non-glazed wall plane (the total wall plane less the total surface area of any windows and doors) of any street or public park facing façade.

b. Every building shall have a palette of at least two colors, inclusive of exterior walls and finishes. Roof and glazing material or color are excluded and do not count towards this requirement. For public street and public park facing facades, the primary exterior wall color shall not be used for more than eighty percent of the non-glazed wall plane (the total wall plane less the total surface area of any windows and doors).

C. Exceptions.

1. Existing Materials. For additions and modifications that do not replace the existing materials along a street frontage, the addition or modification may utilize the same materials and colors of the existing structure regardless of whether those materials conform to the requirements of this section.

2. Artwork. Where murals or other public art consistent with the Chapter 12.36 Public Art in Public Places and Private Development are included on the building facade, the included public art is exempted from any conflicting requirements of this section.

3. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve any plan that deviates from the above exterior materials and colors standards.

17.28.060: Site Design Standards

A. All Residential Development.

1. Paving.

   a. The maximum amount of impervious paving in street-facing yards is fifty percent of the required yard.

2. Pedestrian Access.

   a. An on-site walkway shall connect the primary entrance to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the main entry and sidewalk, no more than one hundred twenty-five percent of the straight line distance.

   b. A separate walkway shall be provided for pedestrian access. Driveways shall not satisfy this requirement.

   c. Differentiated paving materials shall be used for driveway aprons, entries, and pedestrian walkways. This may include, but is not limited to, textures or colors, concrete pavers, brick, or stamped concrete.

   d. Walkways shall be a minimum of three feet wide, unless required to be wider by the Building Code or some other objective standard required for safety and accessibility, and shall be paved with concrete, stone, tile, brick, or comparable material.

3. Parking and Driveways. In addition to the requirements of Chapter 17.23, the following shall apply.

   a. A minimum two-foot-wide buffer of pervious or landscaped surface shall be provided between any driveway and a side property line, except in cases where a shared driveway agreement has been established.

   b. When more than one entrance/exit driveway is allowed, the number of such entrances is limited to a maximum of two per two hundred feet of street frontage.

   c. Single-purpose driveways shall not be created for rolling out solid waste bins or to access utility rooms. These facilities shall be accessed through internal driveway aisles or shared with the main driveway.

4. Mechanical and Electrical Equipment and Trash and Recycling Collection Areas

a. Location. No Mechanical and Electrical Equipment and Trash and Recycling Collection Areas shall be located within a front yard or street facing side yard. Where utility connections or equipment must be located in street facing yards, equipment shall be screened from public rights-of-way or public parks per the screening requirements of this subsection.

Except where required by code (such as PG&E)

b. Screening. All Mechanical and Electrical Equipment and Trash and Recycling Collection Areas shall be screened or incorporated into the design of buildings so as not to be visible from public rights-of-way or adjacent residential districts.

i. Screening color shall match other paint, finishes or trim colors of the building and colors and material of screening shall be consistent with all requirements of Section 17.28.050.

ii. Equipment and areas to be screened include, but are not limited to, waste and recycling container storage, all roof-mounted equipment, air conditioners, heaters, utility meters, cable equipment, telephone entry boxes, backflow preventions, irrigation control valves, electrical transformers, pull boxes, and all ducting for air conditioning, heating, and blower systems.

iii. Exceptions may be granted for utilities where such screening is prohibited by the utility provider.

b. Enclosure of Trash and Recycling Collection Areas. A covered and enclosed area shall be provided for waste and recycling container storage areas.

5. Landscaping. In addition to the requirements of Chapter 17.21, the following shall apply.

a. Visibility. Landscaping shall meet visibility requirements at street intersections and driveways pursuant to Chapter 10.36, Visibility Requirements, of the Newark Municipal Code.

b. Interior Property Lines Abutting RS and RL Districts. For developments greater than thirty-five feet in height, the following shall apply.

i. The area within four feet of interior property lines and across the length of the building shall be landscaped with trees, shrubs and other plantings.

1. Pedestrian walkways within this area shall be comprised of permeable surface and located in a maximum of fifty percent of such areas.
2. At least one tree of at least fifteen-gallon size shall be planted per twenty-five linear feet of wall length.
3. Maximum linear feet of wall length between any shrub, tree or other planting shall be four feet.

i. Shrubs. Shrubs shall be a minimum size of one gallon.

ii. Trees.

1. Tree trunks shall be placed at least five feet from utilities and fifteen feet from light poles.
2. Selected trees shall be a minimum 15-gallon or 24-inch box size at time of planting.

in which direction? i would just require every 25' and eliminate this req - there are utility requirements that are specific about this already

iii. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve a landscaping plan that deviates from the standards for interior property lines abutting RS and RL Districts in this subsection to allow for alternative landscape design approaches that provide a sufficient landscape buffer in cases where meeting the standards of this section may not be practicable.

c. A minimum of fifty percent of the required front yard area and fifty percent of the required street side yard area shall be landscaped.
    i. A maximum of fifty percent of the required landscape area may be turf or lawn.
    ii. Bare dirt areas may not be used toward the required landscaped areas. Unpaved and unplanted surfaces, such as mulch or gravel, may not exceed more than fifty percent of the required landscape area.

6. Fences and Walls. In addition to the requirements of Section 17.17.040, the following shall apply:

    a. Only the finished side of a fence may face any public right-of-way or public park.
    b. Fences and individual retaining walls in the front yard or street-side yard may not exceed three feet in height, except for fences provided for required utility screening.
    c. Retaining walls exceeding fifteen feet in length shall be screened with a planting strip measuring a minimum of one foot in width. At time of planting, screening plants shall be a minimum of fifty percent of the height of the retaining wall.
    d. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve any plan for a fence or wall that deviates from the above fences and walls standards to allow for alternative fence or wall designs and dimensions that may be necessary for the security and safety of schools, day care centers, and other vulnerable populations, at the discretion of the Zoning Administrator.

7. Exterior Lighting. All exterior lighting shall be designed and installed so that light and glare are not directed onto adjoining properties or adjacent public rights-of-way, consistent with Chapter 17.24, Performance Standards.

    a. All lighting fixtures shall be shielded so as not to produce obtrusive glare onto the public right-of-way or adjoining properties. “Shielded fixture” means outdoor light fixtures shielded or constructed so that all light is emitted below the lowest point on the fixture. No exposed light bulbs shall be permitted.
    b. Use of uplighting is prohibited.
    c. Fixtures shall not have the ability to swivel or adjust direction, except path lighting, which shall not swivel above a forty-five-degree angle from a vertical line down.
    d. Lighting Placement. With the exception of additional required lighting fixtures as described in the building code, the following shall apply:
        i. Up to two fixtures shall be allowed at each exterior door.
        ii. Garage doors may have a maximum of two fixtures.
        iii. Landscape lighting shall only be permitted for navigation purposes along pedestrian paths and within driveways and parking areas.
        iv. Lighting for exterior patios and dining areas shall be recessed and shielded from off-site visibility.
    e. Lighting Control. Lighting controls shall be included to limit use of outdoor lighting outside of daylight hours. Controls may include manual switches, photo-cells, timers, and motion sensors, or other methods, with the following limitations:
        i. Motion-sensor lights shall be triggered only by motion within a property and shall not be activated by motion in adjacent property or public rights-of-way.

f. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve any lighting plan that deviates from the above exterior lighting standards.

B. Five or More Unit Development.

1. Interior Pedestrian Walkways.

i. A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, to all on-site open space areas and pedestrian amenities, and to the adjacent public rights-of-way.

ii. Where a required walkway crosses driveways, parking areas, or loading areas, it must be clearly identifiable through the use of a raised crosswalk, a different paving material, or similar method.

iii. Where a required walkway is parallel and adjacent to an auto travel lane, it must be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or other physical barrier.

2. Additional Parking and Driveway Standards.

a. For corner lots, provide the vehicular and driveway access on the street with lesser pedestrian, bicycle, and vehicular circulation. Curb cuts shall be located at least twenty feet from an intersection curb return or pedestrian cross walk.

b. Uncovered parking areas shall not exceed twenty percent of the lot area.

c. At grade and above ground parking that is not time restricted may not be located within the required setback of a street facing property line. Short-term parking such as for drop off or loading areas or timed parking for visitors are exempt from this requirement. Exceptions to locate above ground parking within the required setback may be provided when all of the following conditions are met.

i. The site does not conform to the minimum lot dimensions.

ii. Surface parking areas shall be screened pursuant to the requirements of 17.23.090 (M).

3. Additional Landscaping Standards.

a. Areas along the front or street side property lines where landscaping is required per 17.21.030 may count Onsite Amenities as described in 17.28.080.C.2 (seating, outdoor dining areas, patios, or similar uses) toward the landscaping requirement.

active uses should also include residential support spaces such a common amenities, bike rooms, etc

17.28.070: Supplemental Standards for Residential Mixed Use

A. Ground Floor Requirements.

1. Locate the primary building entrance for commercial uses at the building edge that faces a primary street. Commercial uses shall be located within those portions of the building closest to the street.

2. A minimum of fifty percent of the ground floor street frontage shall be dedicated to active uses as permitted for the Zoning District. Active uses include eating and drinking establishments, general personal services, retail sales, cultural institutions, day care centers, park and recreation facilities, hospital and clinics, instructional services, tutoring facilities, animal care, sales and services, artist's studio, banks and financial institutions, banquet halls, and commercial entertainment and recreation uses.

    i. This requirement shall not apply to the street frontage along a freeway in NMC Chapter 17.46.

3. Entrances to residential units shall be provided separately from the entrance to non-residential uses.

4. Ground floor commercial entrances must have a roofed projection, recess, or combination thereof, with a minimum depth of at least three feet.

5. Ground floor commercial entrances shall be parallel or no more than fifteen degrees from parallel to the street except that entrances at building corners may be located at a forty-five-degree angle (plus or minus 5 degrees) from the front face of the building.

6. Building entrances for non-residential uses shall be connected to a public sidewalk by a walkway with a minimum width of three feet.

7. Building Transparency/Required Openings. Exterior walls for the ground-floor leasable area facing and within twenty feet of a front or street-side lot line shall include windows, doors, or other openings for at least fifty percent of the building wall area located between two and one-half and seven feet above the level of the sidewalk. Such walls may have a continuous length of wall plane for up to thirty feet without an opening.

    i. Design of Required Openings. Openings shall have transparent glazing and provide views into the building or into window displays that are at least three feet deep.

    ii. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve a waiver to utilize opaque exterior materials outside of primary entrances, lobbies and other non-sensitive areas.

B. Drive through lanes: Drive-through lanes for commercial purposes (such as bank or restaurant drive through lanes) shall not be located between the building and primary street.

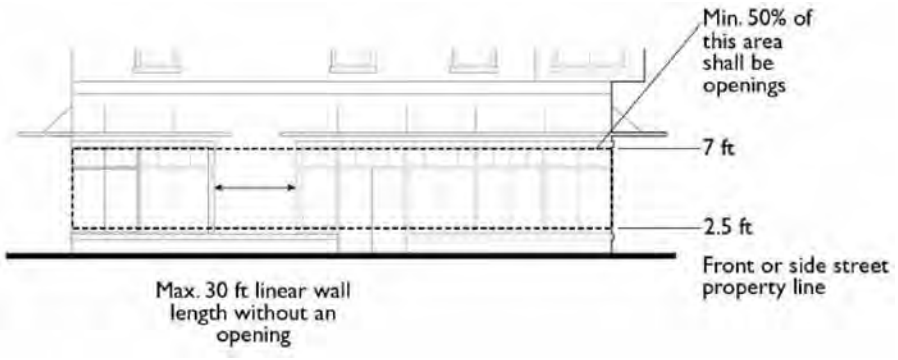


FIGURE 17.28.070(A)(7): BUILDING TRANSPARENCY/REQUIRED OPENINGS

C. Site Design

1. Landscaping Requirements.

    i. Areas along the front or street side property lines where landscaping is required per 17.21.030 may count Onsite Amenities as described in 17.28.080.C.2 (seating, outdoor dining areas, patios, or similar uses) toward the landscaping requirement.

D. Required ground floor commercial area exception.

1. For developments in the CMU district subject to the standards of this chapter, Subsection 17.08.040(F)(1) shall be replaced as follows: Required ground floor commercial area shall be no less than fifteen percent of the gross lot area of the site.

    i. Exceptions. An exception to this provision will be granted where required parking, utilities, and setbacks make the fifteen percent minimum commercial area geometrically impossible as confirmed by the Director. Any such reductions will be prorated no more than is necessary to achieve a geometrically possible design, except that there shall be no required ground floor commercial area if that reduced area would be less than the greater of one thousand square feet or five percent of the gross lot area.

17.28.080: Open Space

A. All Residential Development.

1. Open Space. Open space shall be provided in accordance with the following standards:

    a. Required open space may consist of a single area or several adjacent or separate areas. All occupants shall have access to and use of one or more such areas.

    b. Open space shall be enclosed on a maximum of three sides (e.g., a recessed balcony), or consist of uncovered or trellised areas that are at least 50% open to the sky above (e.g. an internal, trellised courtyard).

c. No portion of the required open space shall be used for parking or for driveways for off-street parking and loading facilities.

d. Walkways required for internal circulation shall not be counted toward the open space requirement, however, landscaped areas of at least five feet in depth and at least five feet in width bordering a walkway may be included.

e. Open space may be located on the roof of buildings, podiums, or off-street parking facilities if accessible to all residents during daylight hours.

f. A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such a surface may be any combination of lawn, landscaping, flagstone, wood planking, concrete, decking, or other dust-free surfacing. The slope shall not exceed ten percent. The horizontal surface area of a pool, fountain or similar feature may be counted toward the required open space area.

2. Minimum Dimensions.

a. Private Open Space. Private open space (e.g., yards, decks, patios, balconies) used to satisfy required open space shall have at least one dimension of no less than five feet. The minimum area of any single area of private open space shall be fifteen square feet.

b. Common Open Space. Common open space used to satisfy required open space shall have one minimum dimension (width or length) of no less than fifteen feet. The other dimensions shall be a minimum of five feet. The minimum area of any single area of required common open space shall be one hundred square feet.

B. Single- to Four-Unit Development.

1. Required Ratio. Required open space may consist of any combination of Private and Common Open Space.

C. Five Unit and Above Development.

1. Required Ratio. A minimum of fifty percent of the required open space shall be provided as common open space.

2. Required Onsite Amenities.

a. A minimum of thirty percent of the required common open space is to be dedicated to onsite amenities, which may include but are not limited to the following permanently installed facilities: community gardens, outdoor kitchens or BBQ areas, playgrounds, dog parks, swimming pools, exercise areas, and sports courts. Landscaping, turf or lawn areas, or open courtyard and patio seating areas that do not include onsite amenity features to encourage resident use shall not be counted toward this requirement.

b. Waivers. In accordance with the waiver procedures prescribed in Chapter 17.37, the Zoning Administrator may review and approve any plan for required amenities that deviates from the required onsite amenities standards above to allow for alternative approaches that provide required amenities in cases where meeting the specific standards of this section is not practicable.

3. Open Space Screening.

    a. Private open space shall be screened by a fence not less than six feet in height when located at ground level within ten feet of a rear or interior side lot line. If more than ten feet from a rear or interior side lot line, private open space shall be separated from adjoining spaces by a fence, wall or landscape screening measuring a minimum of three feet in height that is at least fifty percent opaque.

Building Industry of the Bay Area
1000 Burnett Ave Suite 340
Concord, CA 94520
(925) 951-6840

April 27, 2026

TRANSMITTED VIA EMAIL

Carmelisa Lopez, Senior Planner
City of Newark – Community Development Department
37101 Newark Boulevard
Newark, CA 94560

Subject: Comments on Draft Objective Design Standards (Chapter 17.28) and Related Zoning Amendments

Dear Ms. Lopez,

On behalf of the Building Industry Association of the Bay Area (BIA Bay Area), thank you for the opportunity to provide comments on the City of Newark's Draft Objective Design Standards (ODS) and related zoning amendments.

BIA Bay Area supports the City's goal of creating a clear, objective, and predictable development review framework consistent with State housing law. However, as currently drafted, several provisions are overly prescriptive, cost-additive, and ultimately counterproductive to housing feasibility and affordability. We respectfully urge the City to refine the ODS to better balance design objectives with the urgent need to facilitate housing production.

Below are our primary concerns and recommendations:

1. ODS Extends Beyond "Objective" Standards into Architectural Micromanagement

While intended to provide clarity, many provisions impose highly specific architectural mandates—such as façade articulation intervals, material percentage requirements, roof articulation formulas, balcony opacity thresholds, and trim dimensions. These requirements go well beyond objective standards and instead dictate design solutions.

This level of prescription:

- Limits design flexibility and innovation

- Restricts use of standardized and cost-efficient product types
- Increases redesign cycles and entitlement risk
- May inadvertently preclude viable architectural styles (e.g., Early California)

For example, the façade and massing requirements in Section 17.28.030, along with garage design constraints in Section 17.28.040(A)(3), would significantly constrain common and proven housing products. In some cases, existing models currently built in the region would not be approvable under these standards.

We recommend the City shift toward performance-based standards that establish clear minimum thresholds (e.g., modulation, material variation), while allowing flexibility in how those outcomes are achieved.

2. Redundant and Layered Standards Create Conflict and Delay

Chapter 17.28 frequently applies requirements "in addition to" existing zoning, landscaping, parking, lighting, and site standards, often with "prevails over" clauses.

This approach:

- Creates overlapping and potentially conflicting requirements
- Increases the risk of inconsistent interpretation
- Complicates plan check and prolongs approval timelines

Objective Design Standards should replace subjective or duplicative provisions—not layer on top of them. We recommend consolidating and streamlining applicable standards into a single, internally consistent framework.

3. Mandatory Amenity Requirements Undermine Affordability

The requirement that projects with five or more units dedicate 30% of common open space to specific programmed amenities (e.g., dog parks, BBQ areas, playgrounds, fitness spaces) raises significant concerns.

This mandate:

- Increases upfront construction costs
- Creates long-term HOA maintenance obligations
- Forces amenities regardless of project size, context, or market demand
- Raises monthly HOA dues—an already significant barrier for first-time buyers
- Reduces feasibility for smaller infill and attached housing developments

Amenities should be market-driven, not mandated. Landscaped open space, seating areas, and passive recreation should fully satisfy open space requirements without requiring high-maintenance programmed features.

4. Material and Color Controls Are Overly Restrictive

Section 17.28.050 imposes detailed limitations on exterior materials and color composition, including minimum and maximum percentages and restrictions on specific materials.

These requirements:

- Limit the use of cost-effective, durable construction methods
- Add cost without a clear nexus to health, safety, or performance
- Reflect aesthetic preferences rather than objective standards

We recommend focusing material standards on durability and building code compliance, while allowing greater flexibility in design expression and cost management.

5. Excessive Façade, Window, Balcony, and Privacy Controls

The draft includes highly detailed rules governing window placement, balcony setbacks, opacity percentages, and trim dimensions.

These provisions:

- Are difficult to apply consistently
- Constrain natural light and livability
- Limit design flexibility without meaningfully improving outcomes

Privacy concerns are more effectively addressed through objective standards such as setbacks, building separation, and height limits—not intricate architectural prescriptions.

6. Reliance on Waivers Undermines Predictability

Although the draft includes a waiver process, many standards are written so rigidly that otherwise reasonable and compliant projects will routinely require waivers.

This:

- Reintroduces subjectivity into the review process
- Reduces predictability for applicants
- Undermines the core purpose of objective standards

Standards should be calibrated so that typical, code-compliant projects can proceed without the need for frequent exceptions.

Overall Recommendation

To better align with State law and the City's housing production goals, BIA Bay Area respectfully recommends that the City:

- Substantially simplify Chapter 17.28
- Remove prescriptive architectural formulas and percentage-based mandates
- Eliminate mandatory amenity requirements that increase HOA costs
- Reduce duplicative layering with existing code provisions
- Emphasize clear, measurable, and performance-based standards
- Ensure that compliant projects can proceed ministerially without reliance on waivers

BIA Bay Area appreciates the City of Newark's efforts to modernize its development standards and stands ready to work collaboratively with staff to refine the ODS into a framework that is clear, objective, and supportive of housing feasibility and affordability.

Thank you for your consideration.

Sincerely,
Dennis Martin
Building Industry Association of the Bay Area

Zoning Text Amendment: Objective Design Standards

City Council Meeting
September 10, 2026

Agenda

1. Introductions
2. What are Objective Design Standards?
3. Housing Element
4. Project Overview
5. Proposed Zoning Text Amendment
6. CEQA
7. Planning Commission Review
8. Staff Recommendation

Photo by Good City Company

Introductions

City of Newark

- Carmelisa Lopez, Senior Planner
- Michael Coulom, Housing Policy and Programs Manager
- Steven Turner, Community Development Director
- Art Interiano, Deputy Community Development Director

Good City Company

- Aaron Aknin, Principal
- Nicholas Hamilton, Public Policy Lead
- Ralph Robinson, Senior Planner

Photo by City of Newark

What are Objective Design Standards?

State Law Definition

State law defines **objective standards** as standards that:

*"involve **no personal or subjective judgment** by a public official and are **uniformly verifiable** by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and public official before submittal."*
(Government Code Section 65913.4.)

Photo by Good City Company

What are Objective Design Standards?

Objective vs Subjective Standard

Objective standards rely on clearly defined, measurable criteria whereas **subjective standards** rely on personal interpretation.

Objective	Subjective
"All units located along public rights-of-way **must have the primary entrance facing this right-of-way**." NMC 17.07.040(D)(1)(a)	Buildings shall include **adequate** design features to create **visual variety** and avoid a **large-scale** and **bulky appearance**." NMC 17.07.040(D)(2)

What are Objective Design Standards?

State law has enacted laws that require approval of eligible multi-unit residential and mixed-use development to be based on **objective standards**.

Objective design standards (ODS) are **design guidelines written in objective terms.**

ODS will provide applicants with a clear understanding of the City's design expectations and **streamline project review process to support housing production.**

Illustration from HCD

Housing Element and ODS

ODS and Newark's Housing Element

Goal H2:
Develop More Homes for More People

Photo by Kadyn Pierce on Unsplash

Goal H3:
Reduce and Remove Development Constraints

Photo by Josh Olalde on Unsplash

ODS Will Implement Several HE Programs

H3.2: Objective Design Standards for Single- and Multi-Unit Development

- Quantified Objective: ***Develop new ODS that result in designs reflective of community needs while supporting new developments responsive to local conditions while reducing development costs where applicable.***

H3.4: Zoning for Mixed-Use Commercial Development

- Quantified Objective: ***Amend NC and CC zones to create ODS for mixed-uses and facilitate mixed-use redevelopment of commercial sites.***

Other Programs

- **H2.8: Zone for Missing Middle Housing**
- **H2.12: Make Maximum Densities Achievable**
- **H3.1: Prepare and Publish Procedures for Ministerial Approvals**
- **H5.3: Public Lands for Affordable Housing**

ODS Aim to Facilitate Priority Housing Types

- **Priority Populations:** Young families, key workers, people at risk of homelessness, people with disabilities and other special housing needs, and low-income seniors.
- **Priority Housing Types:** Medium to high density apartments, condos and townhomes, and housing types such as duplexes and four-plexes.

Image by Opticos

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ODS Comply with State Law and Communicate the City's Vision

Several (and counting) state laws limit local jurisdiction design review to consistency with objective standards. Without objective standards, we have very limited design review authority.

- Housing Accountability Act
- SB 35/423 Streamlined Ministerial Approvals Process (SMAP)
- SB 330 Housing Crisis Act
- AB 2011, SB 9, SB 684/1123, and so on.

ODS go through a rigorous public engagement process prior to adoption and with each revision. This communicates the community's vision and expectations, and allows all members of the community to weigh in on Design Review, now just those able to attend a public hearing.

ODS Aim to Review Projects Faster

ODS aim to get to Yes (or No) faster

- Newark has Ministerial and Discretionary permit processes.
- Building permits are ministerial.
- Planning permits are typically discretionary.
- Newark's discretionary design review permits take 4-7 months longer than ministerial permits.

City of Newark Estimated Permit Processing Timeframes*

Permit Process	Decision Type	Level of Review	Permit Types	Timeframe
Accessory Dwelling Unit Process	Ministerial (by-right) Discretionary	Staff Staff	Building permits for projects that comply with applicable building, zoning, and development regulations Single Family Design Review permits for projects involving a second story addition for an ADU that is taller than 16 feet	1 to 3 months 2 to 5 months
Ministerial By-Right	Ministerial (by-right)	Staff	Building permits for projects that comply with applicable building, zoning, and development regulations; parcel maps; and lot line adjustments	2 to 5 months
Discretionary By-Right	Discretionary	Staff	Includes design review permits, minor use permits, and sign permits	3 to 5 months
Discretionary (Hearing officer if Applicable)	Discretionary	Hearing officer	Includes variances, certain site development permits, and certain conditional use permits. Site development permits are required when development is proposed on Environmentally Sensitive Lands and for large multifamily developments on consolidated lots. Conditional use permits are required when development is proposed that is subject to supplemental conditions identified in the Municipal Code	4 to 9 months
Discretionary (Planning Commission)	Discretionary	Planning Commission	Includes certain minor use permits, conditional use permits, variances, and certain design review permits	6 to 9 months
Discretionary (City Council)	Discretionary	Planning Commission Recommendation and City Council approval	Includes tentative maps, condominium conversion maps, easement vacations, public right-of-way vacations, rezoning, land use plan and specific plan amendments, and planned development permits. Planned development permits are not required for residential development but are an option for large residential developments to allow greater flexibility than standard zoning.	9 to 18 months

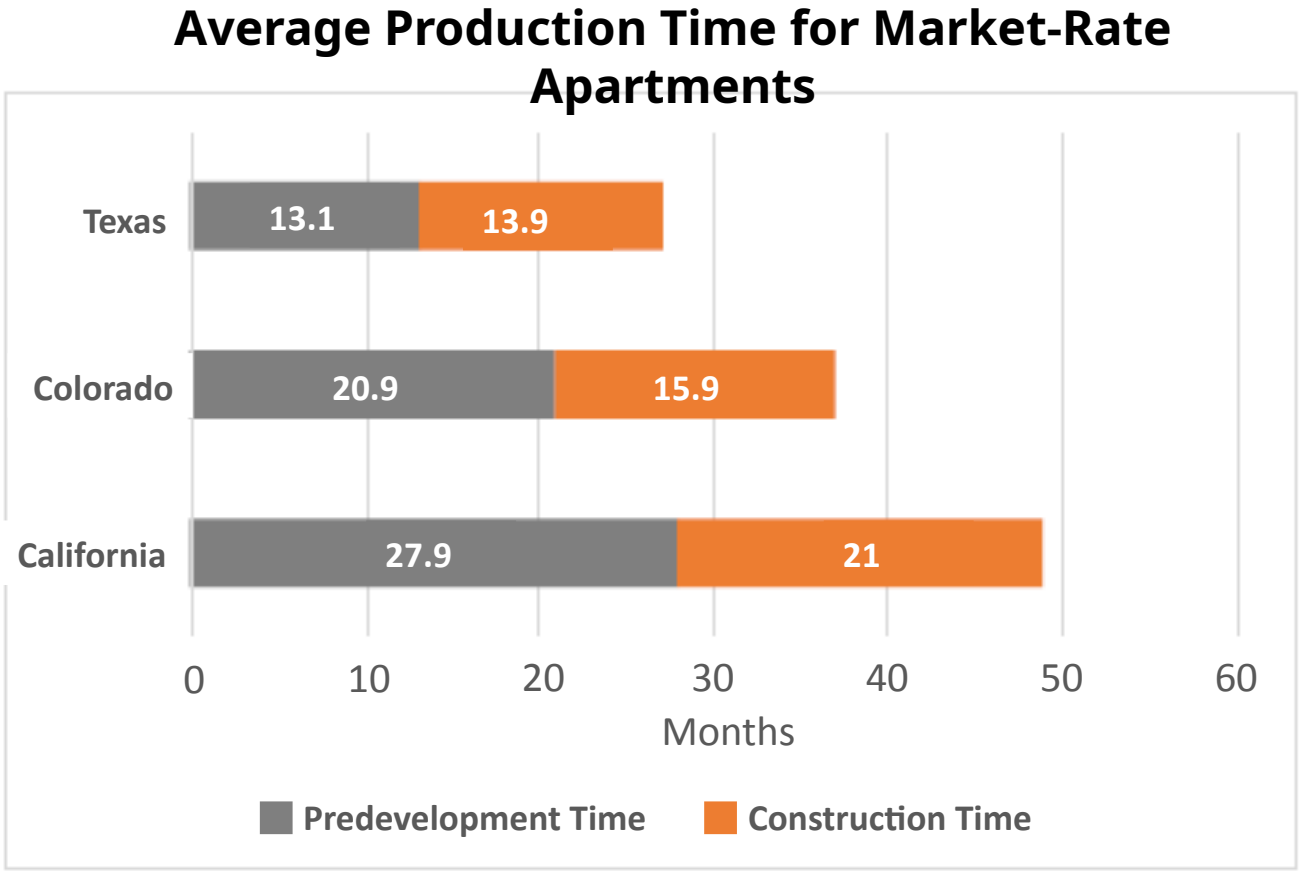
Source: 2023-2031 Housing Element

*Actual timeframes may vary

ODS Aim to Build Housing Faster, Cheaper

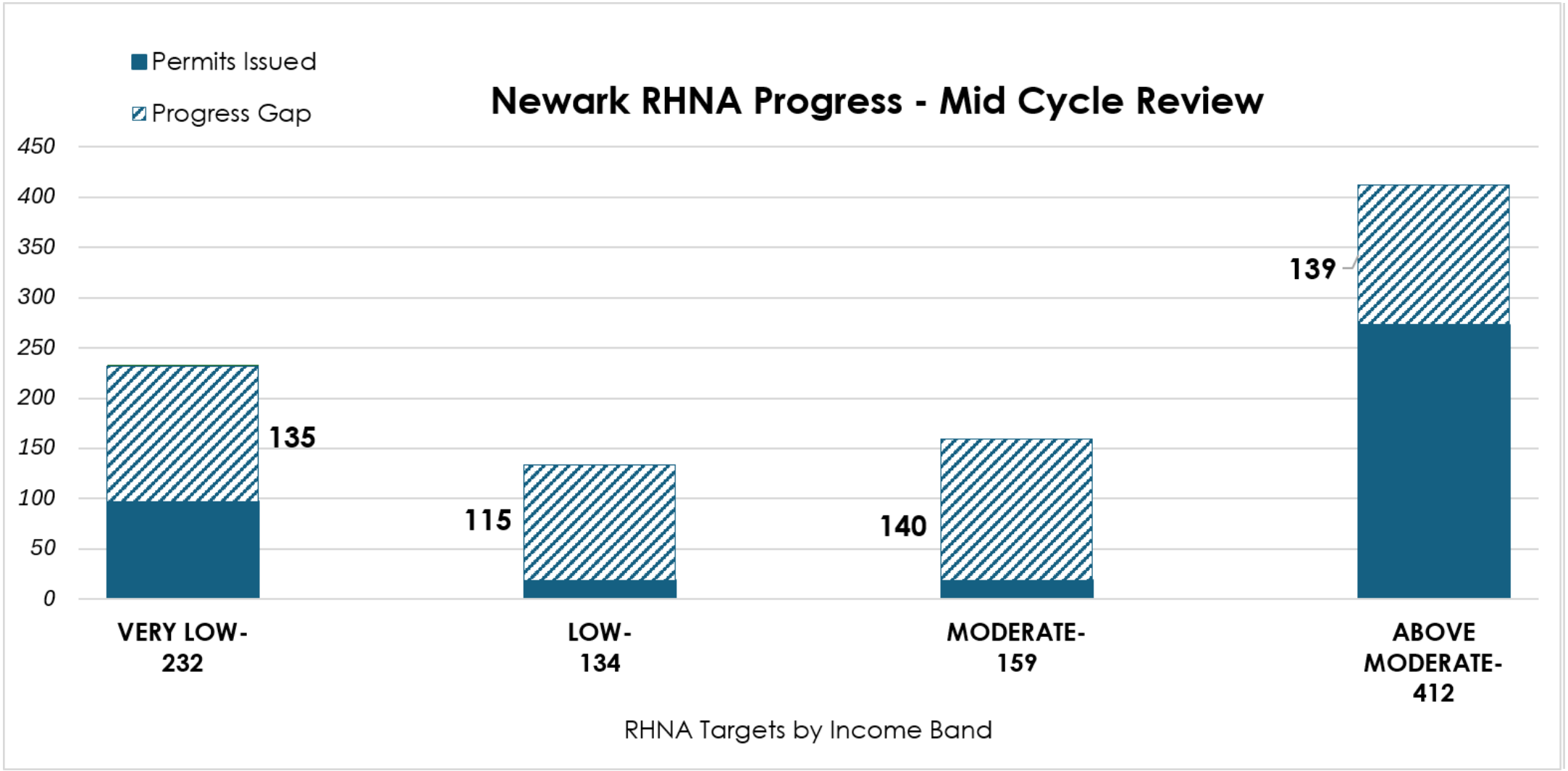
Discretionary approvals take longer and are correlated with higher housing costs.

- California takes 22 months longer than Texas to build housing, and 1 year longer than Colorado.
- The Bay Area has the longest production times.
- Reducing timelines by 22 months could reduce total development costs by over 8 percent, a savings of $28,248 per unit.



Source: Figure 3.4, The High Cost of Producing Multifamily Housing in California, RAND Center on Housing and Homelessness (2025)

SB 423 (formerly SB 35)



ODS Project Overview

ODS Project

Project Timeline

Project Launch

Fall 2024

The project to create Objective Design Standards for new single and multi-unit residential development, and mixed use with a residential component was initiated in October 2024.

Community Engagement

Fall 2024 - Spring 2025

Opportunities for community members to learn about the project and provide input begin in December 2024 and continue throughout the project.

Analysis

Fall 2024 - Summer 2025

The existing zoning code and design guidelines will be analyzed. An analysis of relevant state law and objective standards from other cities will also be analyzed.

Drafting Objective Standards

Winter 2025 - Spring 2026

Draft and final versions of Objective Design Standards will be developed and published for review.

Public Hearings

Summer 2026

The Objective Design Standards will be presented to the Planning Commission and City Council for Consideration and Adoption.

ODS Project

Milestones

1. **Existing conditions analysis**

2. **Community engagement**
   - ✓ Open House
   - ✓ Focus Group
   - ✓ Family Day at the Park
   - ✓ Community Priorities

3. **Drafting of ODS**

4. **Public review and Planning Commission study session**

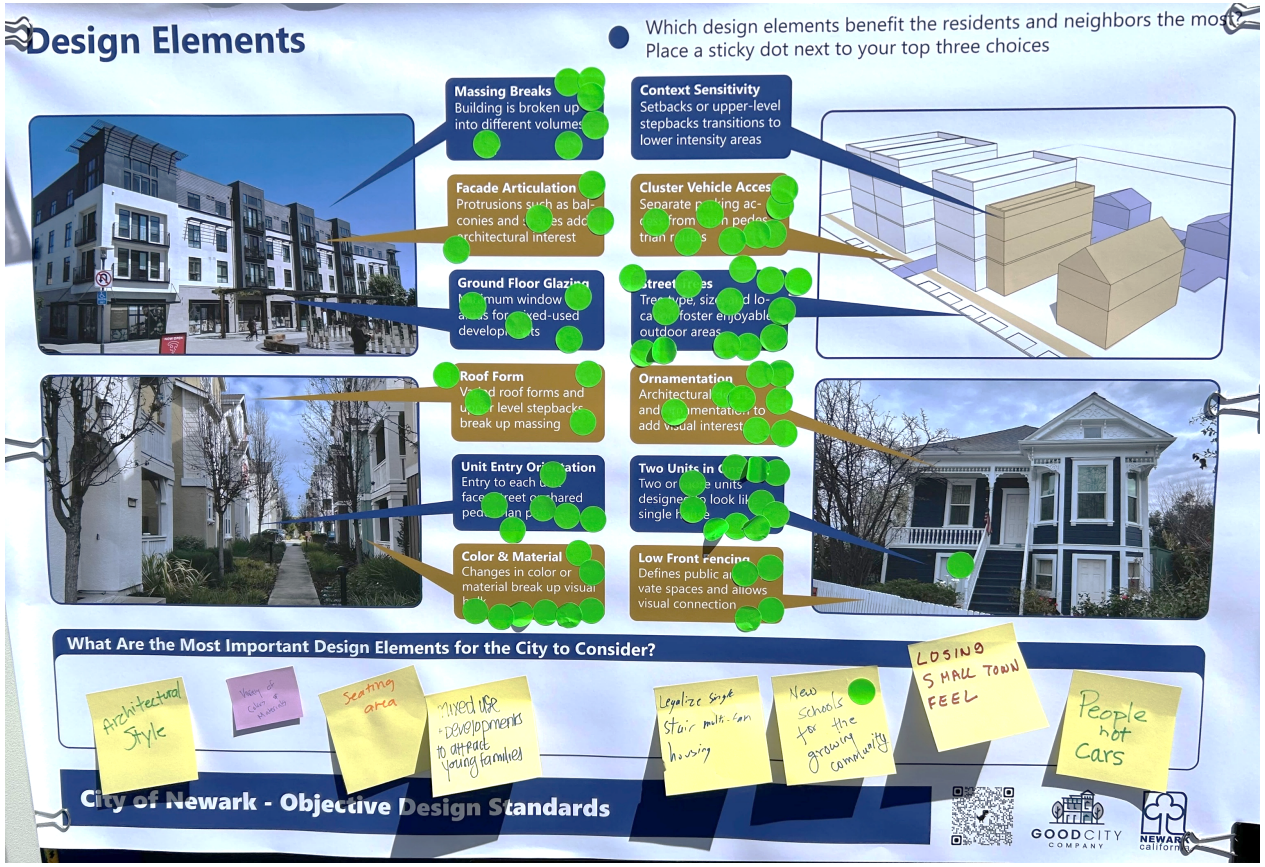


Photo by Good City Company

Public Review and Study Session

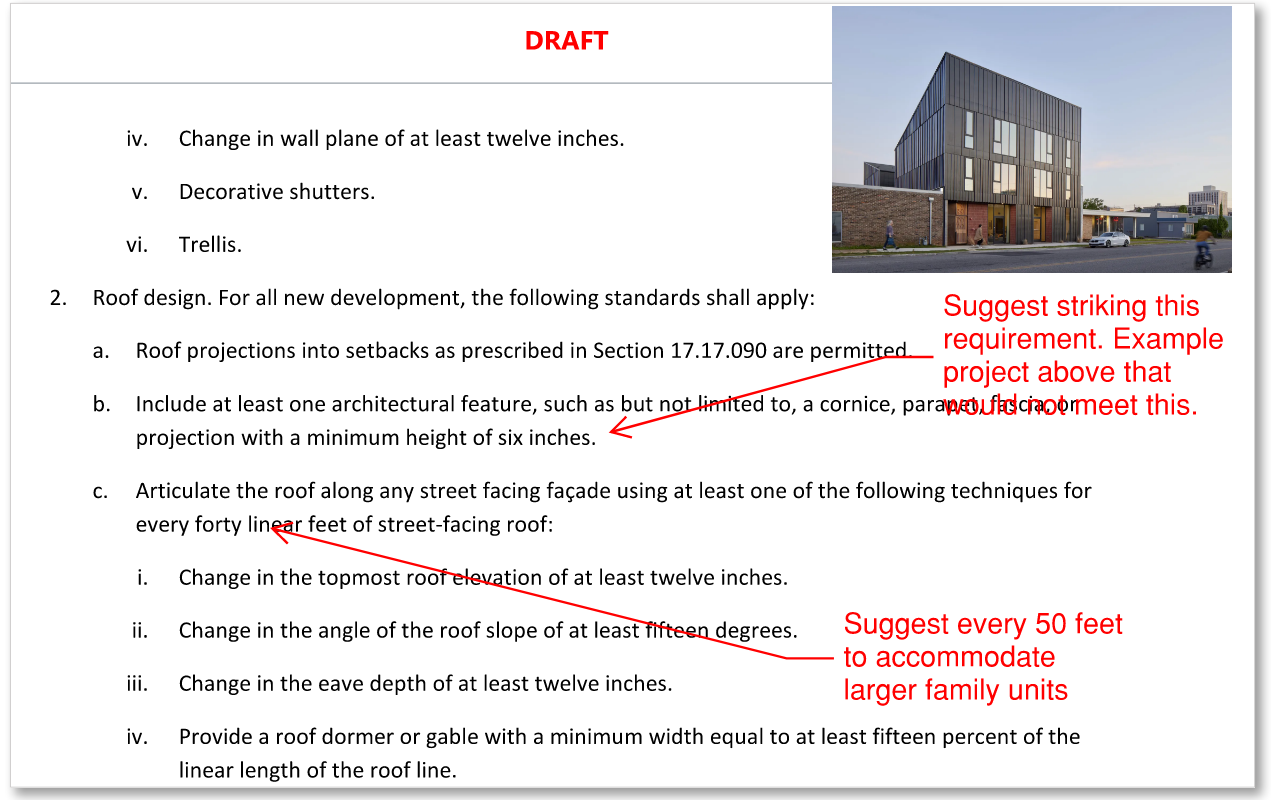
Feedback on Draft ODS

Public Review Period

- Clarity
- Compliance Challenges

PC Study Session

- Impacts to commercial areas and adjacent single-family
- Flexibility and discretion



DRAFT

iv. Change in wall plane of at least twelve inches.

v. Decorative shutters.

vi. Trellis.

2. Roof design. For all new development, the following standards shall apply:

a. Roof projections into setbacks as prescribed in Section 17.17.090 are permitted.

b. Include at least one architectural feature, such as but not limited to, a cornice, parapet, fascia or projection with a minimum height of six inches.

c. Articulate the roof along any street facing façade using at least one of the following techniques for every forty linear feet of street-facing roof:

i. Change in the topmost roof elevation of at least twelve inches.

ii. Change in the angle of the roof slope of at least fifteen degrees.

iii. Change in the eave depth of at least twelve inches.

iv. Provide a roof dormer or gable with a minimum width equal to at least fifteen percent of the linear length of the roof line.

Example of public comments received

Proposed Zoning Text Amendment

Overview

- ***New* Chapter 17.28** Residential and Residential Mixed-Use Design Standards
- **Associated amendments** to ensure consistency with Chapter 17.28
  - Division II Base and Overlay Districts
  - Chapter 17.17 General Site Regulations
  - Chapter 17.21 Landscaping
  - Chapter 17.23 Parking and Loading
  - Chapter 17.46 Definitions
- **Process updates**
  - Amendments to Chapter 17.34 Design Review
  - Amendments to Chapter 17.37 Waivers
  - ***New*** Chapter 17.42 Reasonable Accommodation

Proposed ODS & Associated Amendments

New Chapter 17.28

Section	Title	Summary
17.28.010	Purpose	Purpose and intent of the standards
17.28.020	Applicability	Identifies the development projects subject to Chapter 17.28
17.28.030	Building Massing and Articulation	Standards for building massing and articulation to promote visual interest and variation in building design
17.28.040	Building Element Standards	Standards for building elements, including windows, entrances, garages, balconies, and other architectural features
17.28.050	Materials and Colors	Standards for and limits on particular building materials and colors
17.28.060	Site Design Standards	Standards for site design elements, including driveways, walkways, landscaping, fencing, lighting, and other site improvements
17.28.070	Supplemental Standards for Residential Mixed-Use	Additional standards for residential mixed-use developments. Applicable projects are identified in Section 17.28.020 (Applicability)
17.28.080	Open Space	Establishes standards for the design of required private and common open space

17.40 Definitions

New Chapter 17.28

The standards will apply to:

1. **Residential projects** (including single-unit and multi-unit)
2. **Residential mixed-use projects:** Entire building subject to ODS if 2/3 or more of floor area is residential, otherwise only applies to the residential portion
3. **State-mandated ministerial projects** (SB 35, SB 9, AB 2011)
4. **Additions and exterior modifications** to existing residential and mixed-use with some exceptions

Photo by Good City Company

New Chapter 17.28

The standards are organized into **three** categories:

1. All residential development
2. 1-4 unit development
3. Developments of 5 units or more

Specific standards for mixed use development provided in Section 17.28.070

Photos by Good City Company

New Chapter 17.28

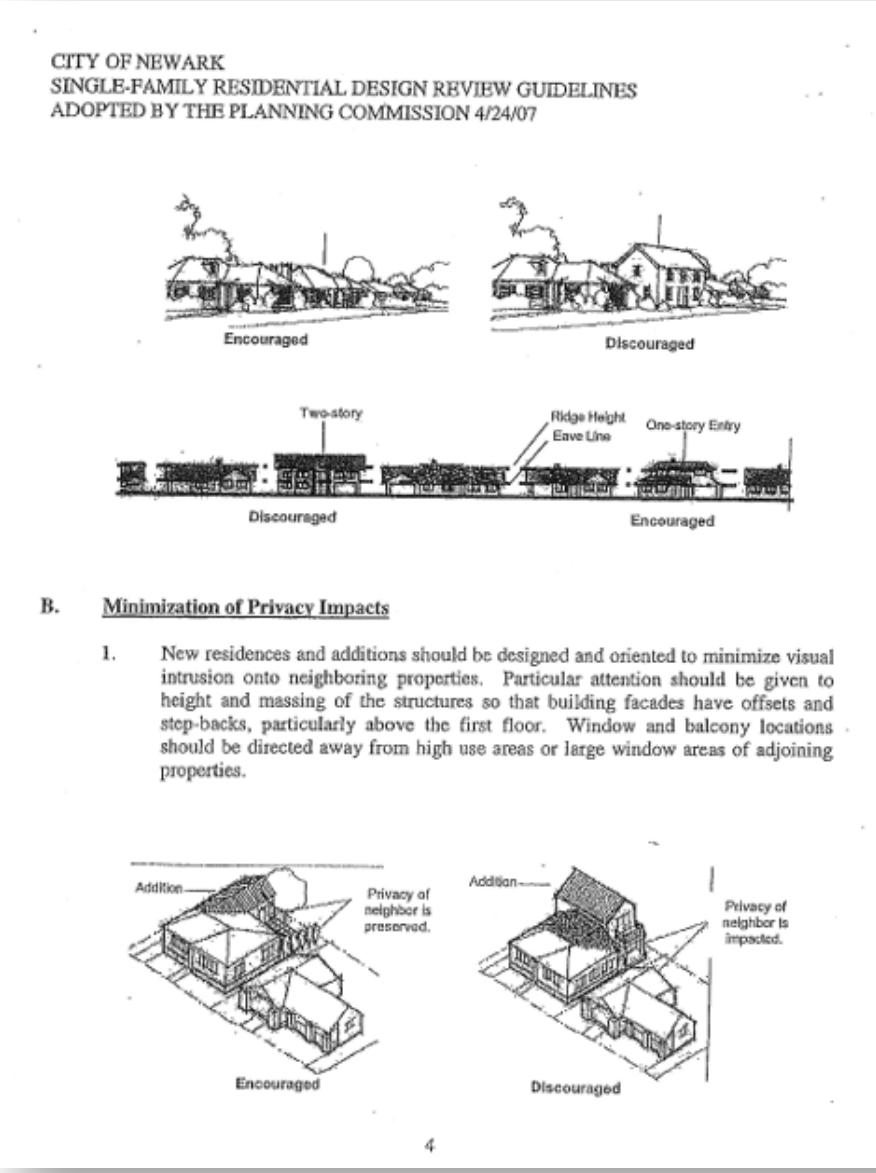
Translated standards from subjective to objective:

“adequate design features to create visual variety”

“avoid a large-scale and bulky appearance”

“incorporate details … in an integrated composition”

“Window and balcony locations should be directed away from high use areas of large window areas of adjoining properties” (SFRDG



CITY OF NEWARK
SINGLE-FAMILY RESIDENTIAL DESIGN REVIEW GUIDELINES
ADOPTED BY THE PLANNING COMMISSION 4/24/07

Encouraged

Discouraged

Two-story

Ridge Height
Eave Line

One-story Entry

Discouraged

Encouraged

B. **Minimization of Privacy Impacts**

1. New residences and additions should be designed and oriented to minimize visual intrusion onto neighboring properties. Particular attention should be given to height and massing of the structures so that building facades have offsets and step-backs, particularly above the first floor. Window and balcony locations should be directed away from high use areas or large window areas of adjoining properties.

Addition

Privacy of neighbor is preserved.

Encouraged

Addition

Privacy of neighbor is impacted.

Discouraged

4

Adapting Standards

Example: 1-4 Unit Roof Design

Existing Guideline (SFDG A.9):

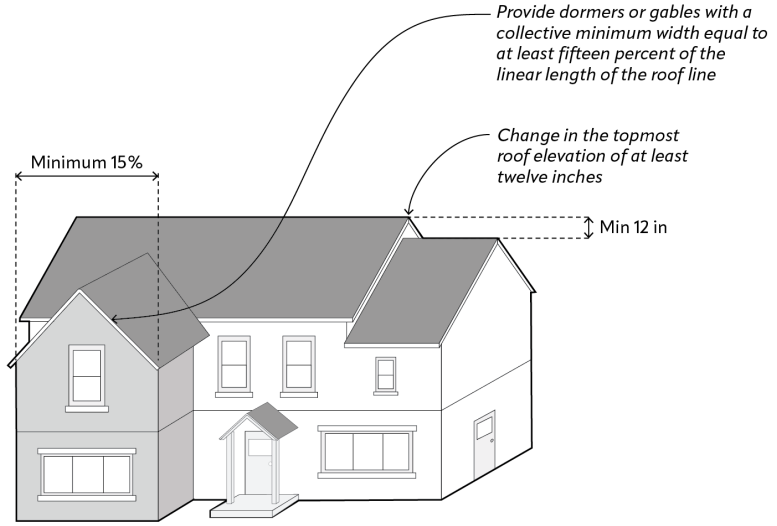
Building style and materials, and roof form should be consistent within an individual residence and compliment the neighborhood.

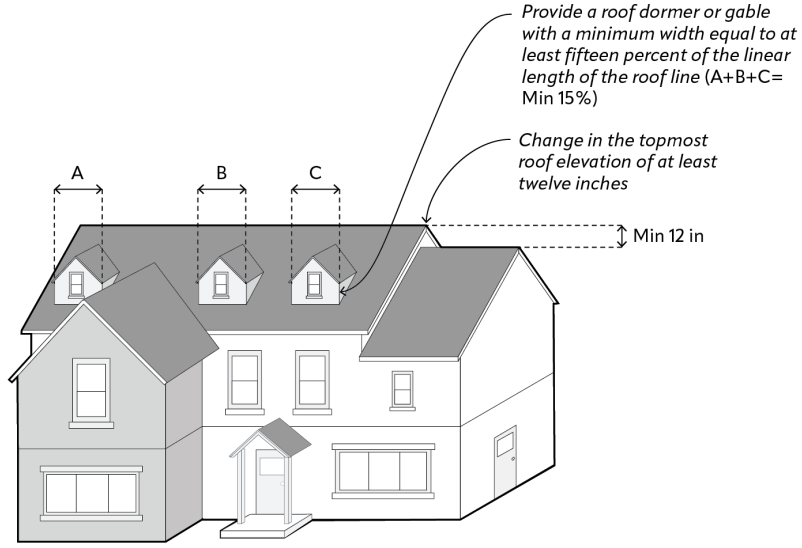
Proposed Standard (17.28.030 (2)):

For all new development, the following standards shall apply:

a. Roof projections into setbacks as prescribed in Section 17.17.090 are permitted.

b. Articulate the roof along any street facing façade using at least one of the following techniques for every forty-five linear feet of street-facing roof…





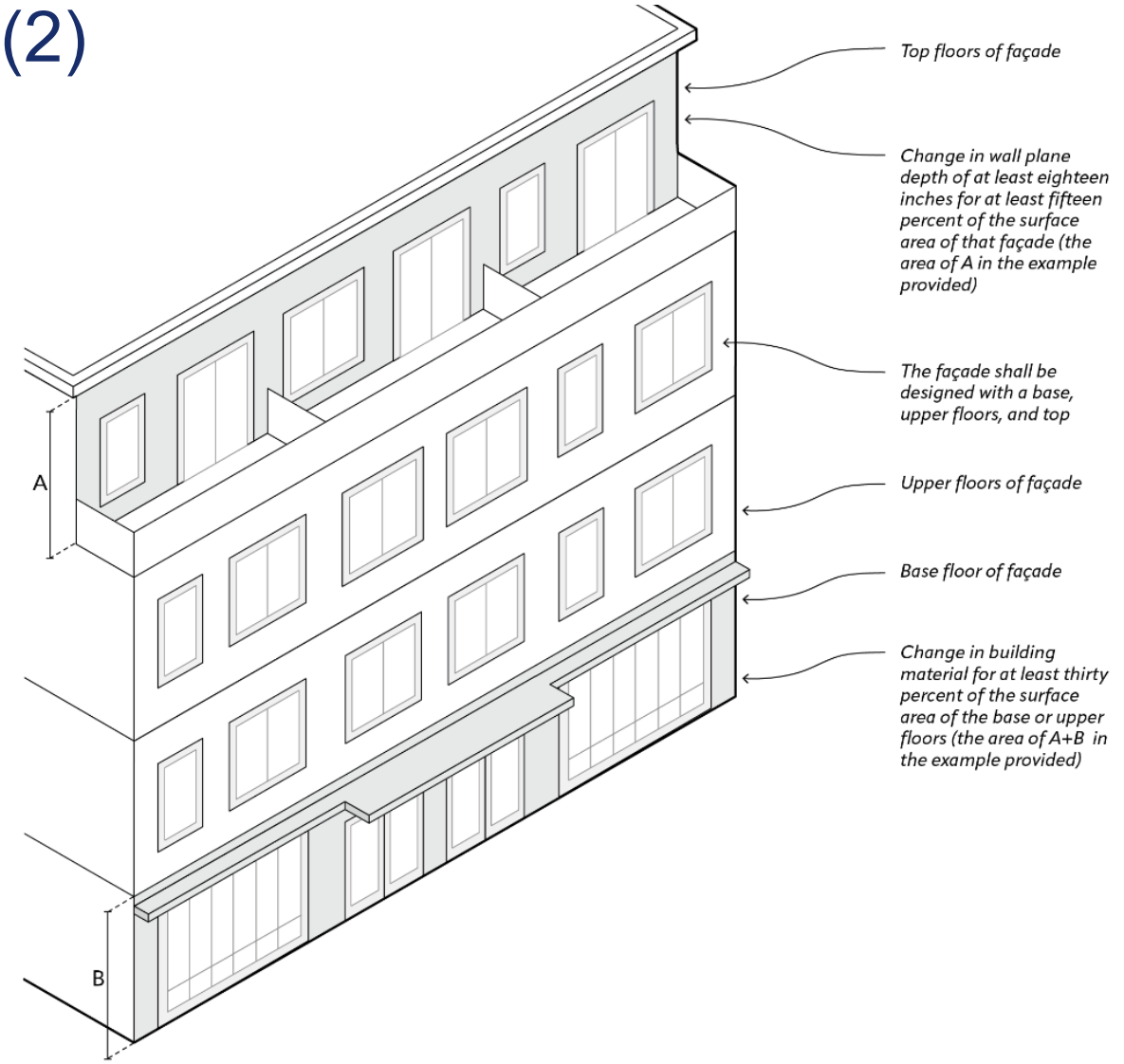
Example ODS: Articulation (5+ Units)

Proposed Section 17.28.040(B)(2)

Provide articulation either through vertical building segments (base, upper floors, and top) or horizontal building variation.

Segments or building variation distinguished through …

- *Change in wall plane*
- *Change in material*
- *Projecting or recessed features*

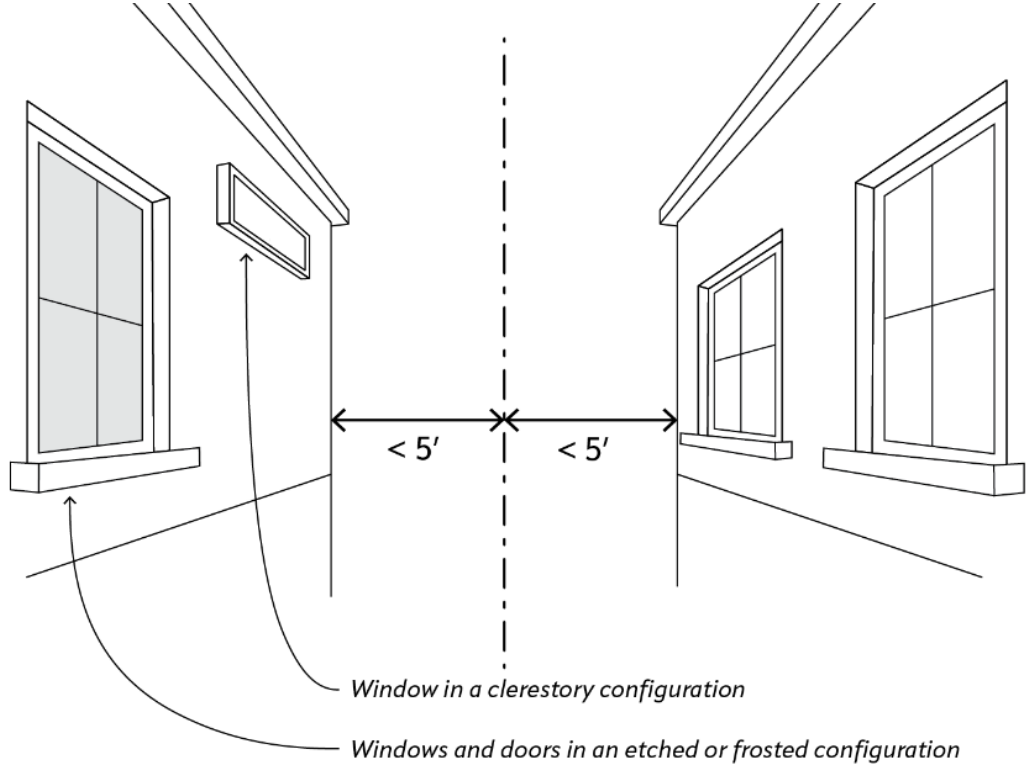


Example ODS: Window Standards

Proposed Code: 17.28.040(A)(2)(a)

Windows within five feet of the property line shall not overlap existing windows on adjacent property unless …

- *Windows are etched, frosted*
- *Located five or more feet above adjacent floor space*
- *Greater than forty-five degrees from parallel to the property line.*



Example ODS: Landscaping

Proposed Code: 17.28.060(A)(5)(b)(i)

Within four feet of interior property lines, the length of the building shall be landscaped with trees, shrubs and other plantings, including …

- *At least one tree per twenty-five linear feet of wall length*
- *At least one planting (shrub, tree or other) per four feet of wall length*

Photo by Good City Company

ODS in Practice: 1-4 Unit

Variation in front wall plane depth

Gables for roof articulation

Articulation between stories

Covered, street-oriented entry

Varied front yard landscaping with street-oriented trees

Photo by MTC-ABAG

ODS in Practice: 5+ Units

Changes in roofline depth and height

Changes in material

Changes in wall plane depth

Defined top floor

Limited curb cuts for vehicle access

Landscaping minimums

Photo by Good City Company

ODS in Practice: Mixed Use

Changes in wall plane

Defined base, upper floors and top

Ground floor active use

Changes in materials

Projecting elements

Building transparency for commercial area

Photo by Good City Company

Associated Amendments

Chapter/Section	Key Changes
Division II – Base and Overlay Districts (Chapters 17.07 through 17.16)	To improve feasibility, eliminate conflicts with ODS, and align with Housing Element Programs: • Updated permitted use tables to clarify where residential and residential mixed-use development is allowed. • Added provisions recognizing state laws that permit qualifying residential development in commercial and industrial districts. • Updated development standards tables to refine height limits, setbacks, open space requirements, and other site development.
Chapter 17.17 (General Site Regulations)	Revised Section 17.21.010 for consistency with Chapter 17.28
Chapter 17.21 (Landscaping)	Revised Section 17.21.020 for consistency with Chapter 17.28
Chapter 17.23 (Parking)	Revised Section 17.23.090 for consistency with Chapter 17.28 and allow tandem residential parking in specified circumstances to provide greater flexibility in site design and support residential development while continuing to satisfy parking requirements
Chapter 17.46 (Definitions)	Added definitions for new terms introduced in Chapter 17.28 to support consistent interpretation and application of the proposed ODS

Associated Amendments

Key Changes

Development standards tables updated to:

- ✓ **Align** with ODS
- ✓ **Support** housing feasibility
- ✓ **Anticipate** regulatory changes
- ✓ **Respect** existing development through objective standards

TABLE 17.07.030: DEVELOPMENT STANDARDS-RESIDENTIAL DISTRICTS

Standard	RS	RL	RM	RH	Additional Regulations
Building Form and Location					
Maximum Height (ft)	30 (C)	35 (C)	75 (D); 48 within the Old Town Specific Plan area ~~, 35 within the Old Town Specific Plan Area within 20 ft of an RS or RL District~~(~~C~~E)	100~~; 35 within 120 ft of an RS or RL District~~(D)	See Section 17.17.050, Height and Height Exceptions. ~~Heights over 35 feet in the RM and RH Districts shall require a Minor Use Permit.~~

Specific Requirements~~Limitations~~:

C. Height limit will be increased by 5 ft if two or more primary units are provided.

D. Height limits are further reduced to: 35 ft within 10 ft of an abutting RS or RL District along an interior side property line, 35 ft within 15 ft of an abutting RS or RL District along a rear property line.

E. Within the Old Town Specific Plan area ~~where~~ building heights are further reduced to 35 within 20 ft of an RS or RL District.

Associated Amendments

Key Changes

- ✓ **Terminology:** Replace “single-family” and “multi-family” to “single-unit” and “multi-unit”

- ✓ **Expand Housing Opportunities:**
  - Allowing Attached Single-Unit Development permitted in RS
  - Allowing Attached Single-Unit and Multi-Unit Development in most commercial districts, as long as not on street-facing façade
  - 100% affordable housing permitted in PF

NEWARK
california

Questions

Process Updates

Exceptions in Chapter 17.28

- **Ground floor non-street facing additions** that comprise less than 50% of proposed total floor area

- Other exceptions **incorporated directly** into proposed Chapter 17.28

    - Project eligible so long as the project or site meets the conditions specified

Image from Google Maps

Chapter 17.47 Waivers

- Revised to allow the granting of **up to 3 waivers** from specified ODS
- Proposed alternative solution must meet **design intent** of the applicable standard, or determined **not feasible due to site constraints**
- Certain ODS may also include specific requirements or criteria that must be satisfied for a waiver

Illustration by Zenamu

Chapter 17.42 Reasonable Accommodation

- Existing standards relocated from *Chapter 17.37 Waivers* to standalone chapter to **distinguish reasonable accommodations from waivers**
- Establishes procedures for requesting, reviewing, and acting on reasonable accommodation requests
- **Consistent** with the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act

Chapter 17.34 Design Review

State-Mandated Ministerial Review

The State has adopted housing laws requiring ministerial review for qualifying residential projects.

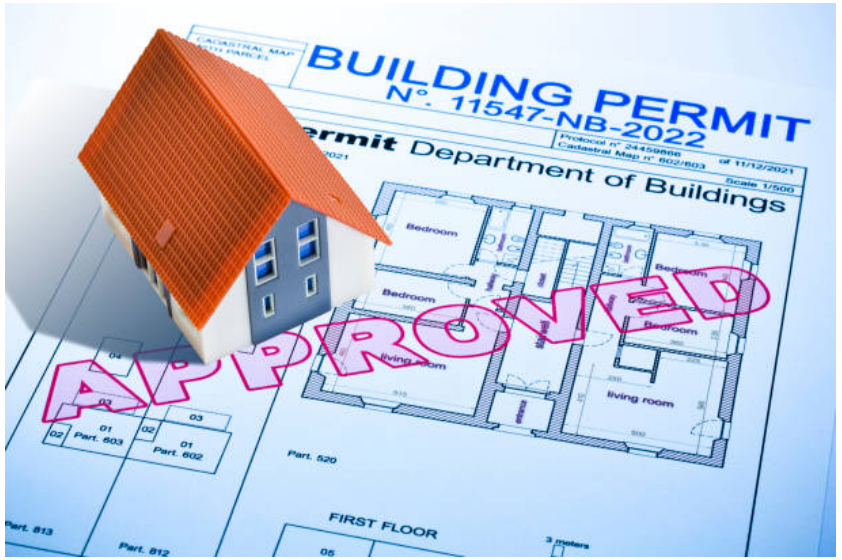


Illustration by JDJ Consulting

- Such projects are typically consistent with the General Plan, zoning regulations, and applicable objective standards
- Projects on sites with notable environmental features or that require
  legislative changes are typically not eligible

Common Ministerial Criteria

Project conforms to…

- ✓ **General Plan**
- ✓ **Zoning Code**
- ✓ **Objective Design Standards**
- ✓ **Inclusionary Requirements**
- ✓ **Infill Site**
- ✓ **Not subject to CEQA**
- ✓ **Labor Requirements**
- ✓ **Tenant Protection Requirements**

Project does not impact…

- X **Historic district**
- X **Prime farmland**
- X **Hazardous waste sites**
- X **Conservation areas**
- X **Wetlands or floodplains**
- X **Requests for variances, CUPs, legislative changes, etc.**

List is not all-inclusive. Criteria may vary depending on state law.

Chapter 17.34 Design Review

Local Response to State-Mandated Ministerial Review

- Many jurisdictions have established local ministerial review processes

- Typically apply only to projects that are consistent with the General Plan and meet all applicable zoning, development and design standards, and building requirements

- Newark has an existing local ministerial review pathway
  - Chapter 17.15 By-Right Housing Overlay District

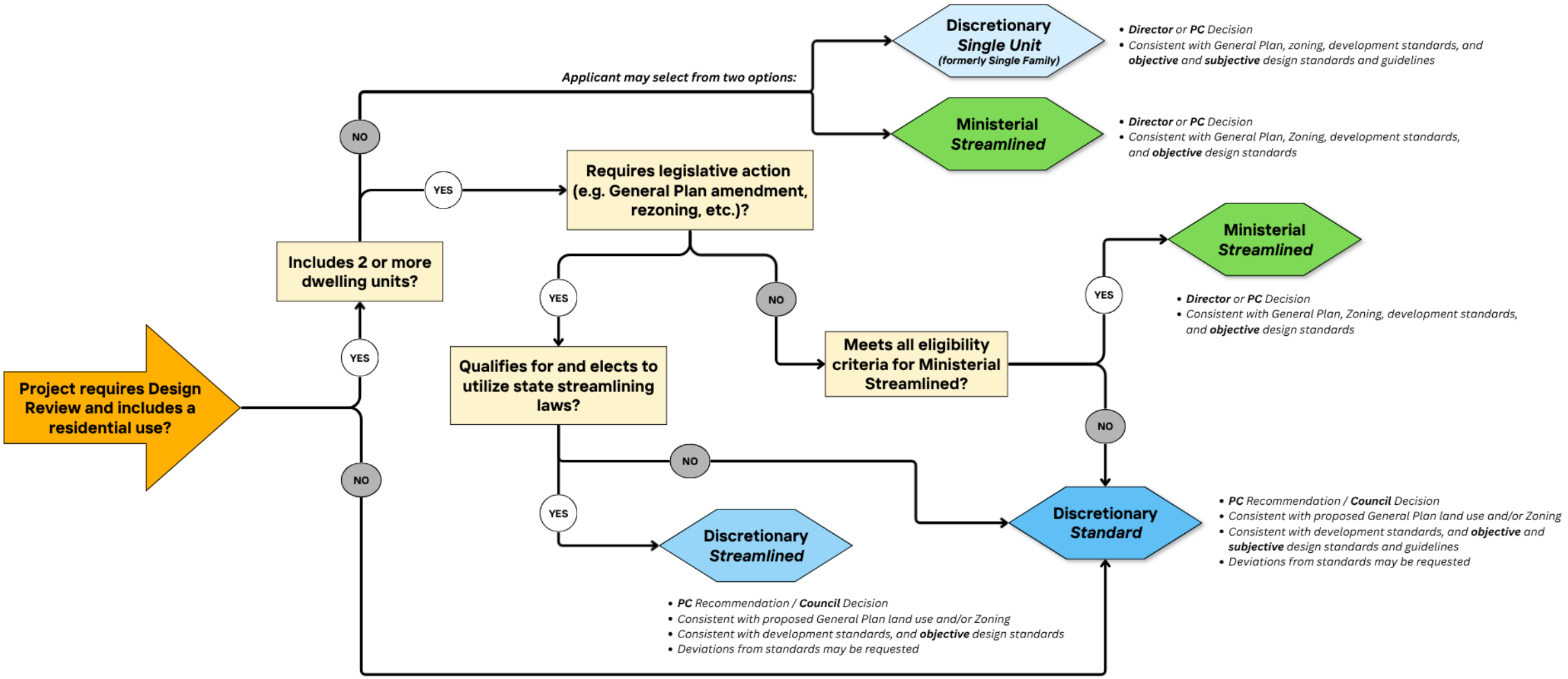
Chapter 17.34 Design Review

Proposed Pathways

	Standard Design Review	Single-Unit Design Review	Discretionary Streamlined Design Review	Ministerial Streamlined Design Review
Review Type	Discretionary	Discretionary	Discretionary	Ministerial
Eligible Projects	All projects requiring design review not eligible for other pathways	Single-unit projects that: (1) exceed waiver limit (2) opt into discretionary review	Qualifying projects requiring discretionary review but limited to compliance with applicable objective standards	(1) single-unit projects (2) residential and mixed-use projects with 2 to 200 unit (3) projects on sites with BRH Overlay (4) eligible projects per state law
Example Projects	New office building	New single-unit dwelling that doesn't comply with 4 or more ODS	Residential project requiring a rezone from LI to RH	Multi-unit development meeting all eligibility criteria and objective standards

Chapter 17.34 Design Review

Proposed Pathways



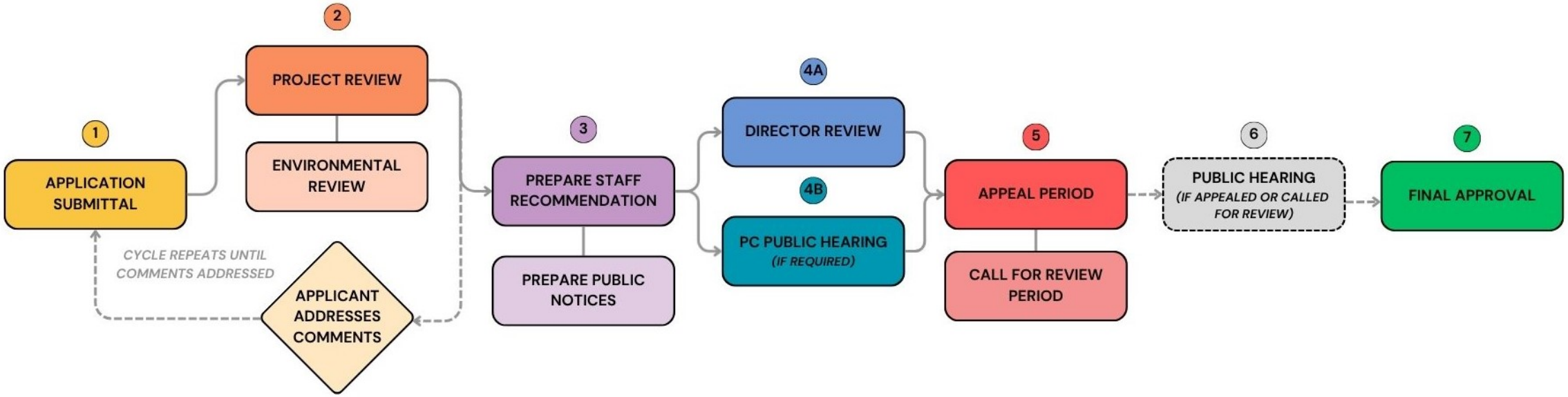
Chapter 17.34 Design Review

Proposed Pathways

	Discretionary Design Review	Ministerial Streamlined Design Review
Review Authority	Director PC if processed with other PC review applications or referred by Director	Director PC review in limited cases
Public Hearing	No, unless processed with other PC review applications or referred to PC by Director	No, unless referred to PC
Public Noticing	Yes	No
Appeals	Yes	No, but eligible for one reconsideration

Chapter 17.34 Design Review

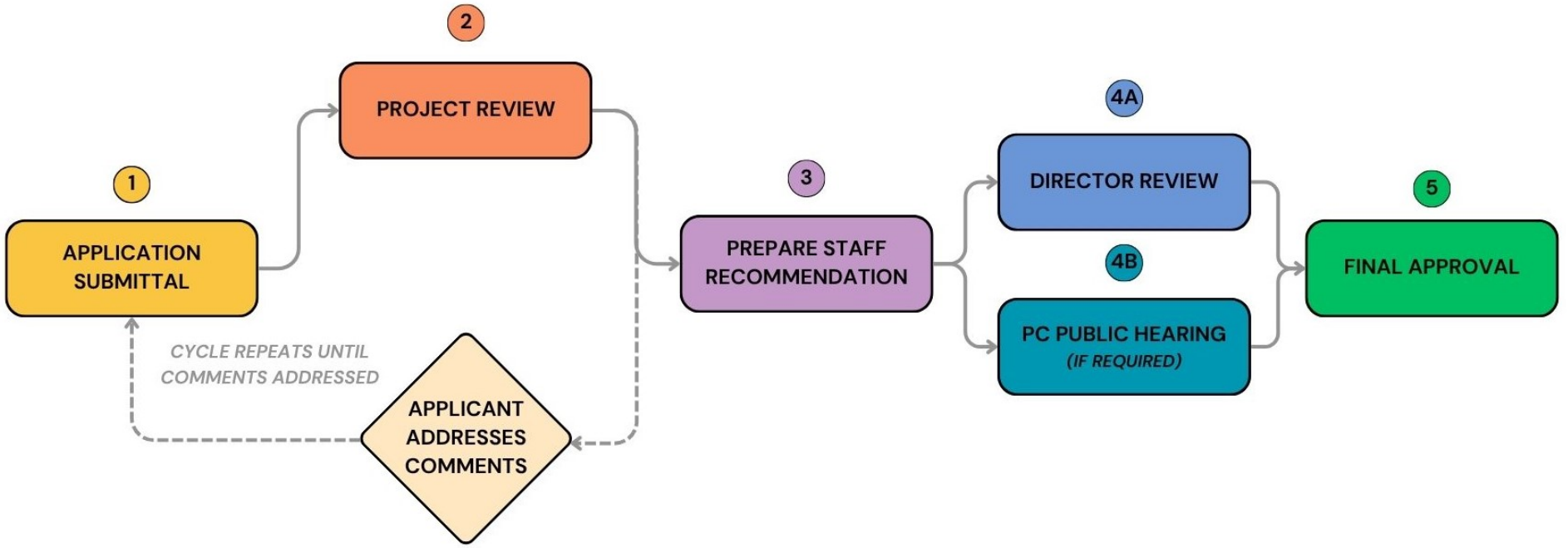
Discretionary Design Review Process



ESTIMATED TIMELINE: 6-9 MONTHS

Chapter 17.34 Design Review

Ministerial Streamlined Design Review Process

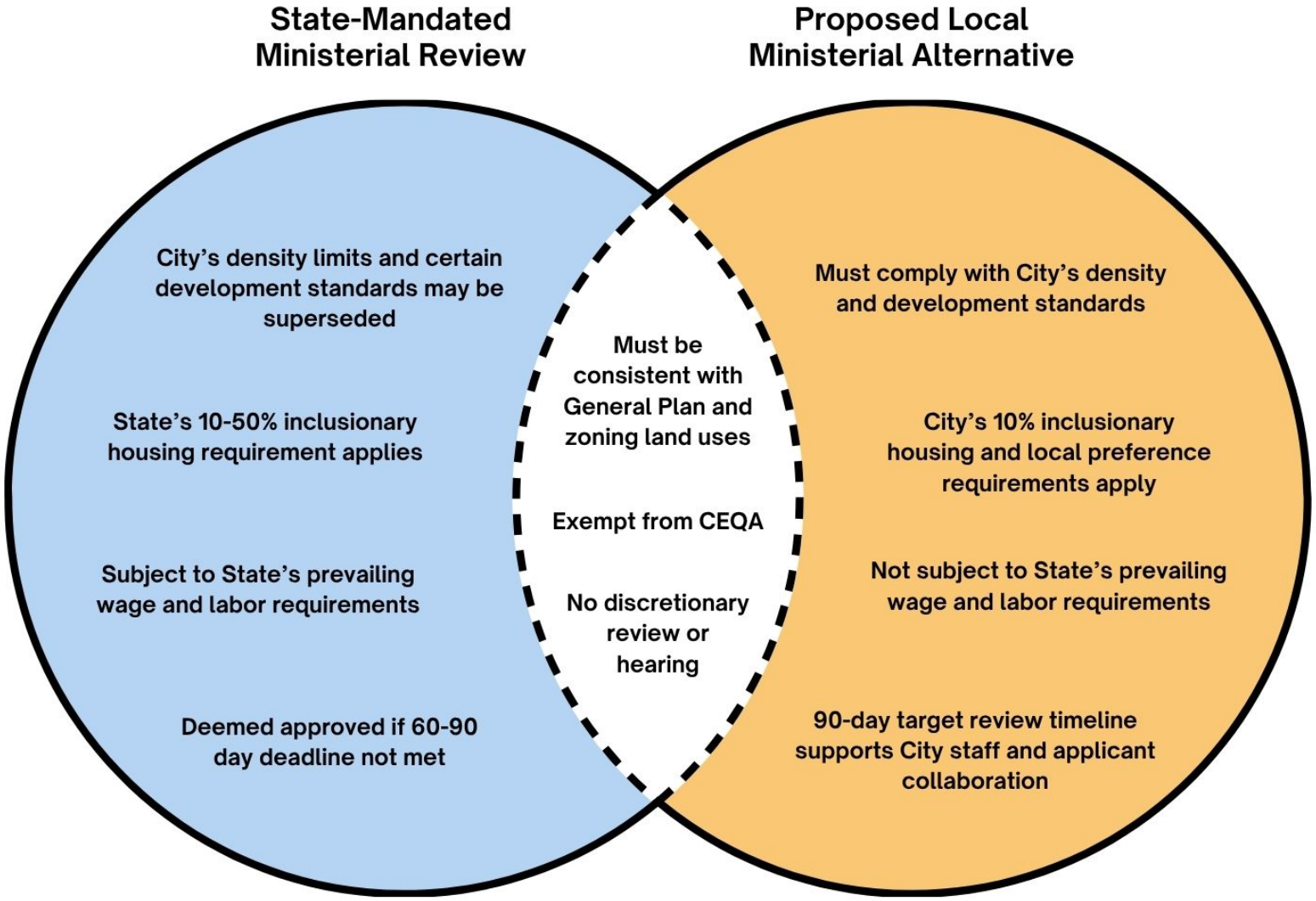


ESTIMATED TIMELINE: 90 DAYS

Proposed Local Ministerial Alternative

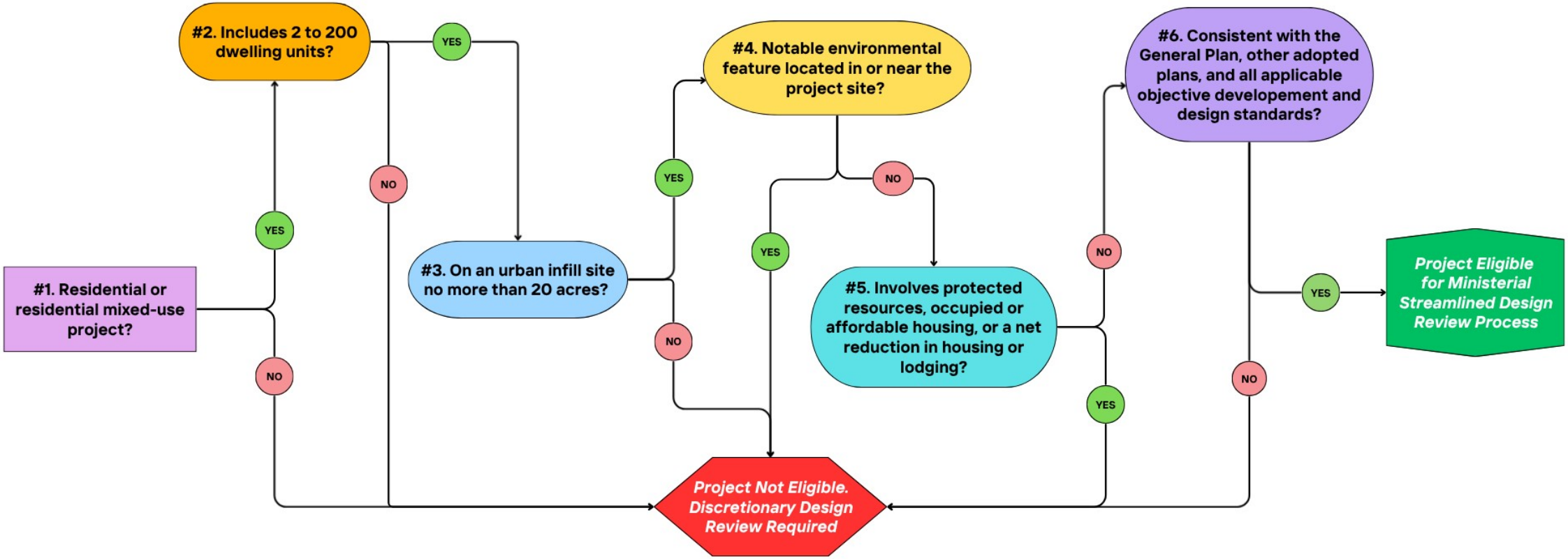
- Qualifying projects include residential or residential mixed-use projects containing 2 to 200 dwelling units
- Project must be consistent with the General Plan, applicable zoning regulations, and all objective development and design standards
- Project may not require discretionary approvals other than waivers authorized under Chapter 17.37
- Limited to projects on sites that are appropriate for ministerial processing

Proposed Local Ministerial Alternative



Proposed Local Ministerial Alternative

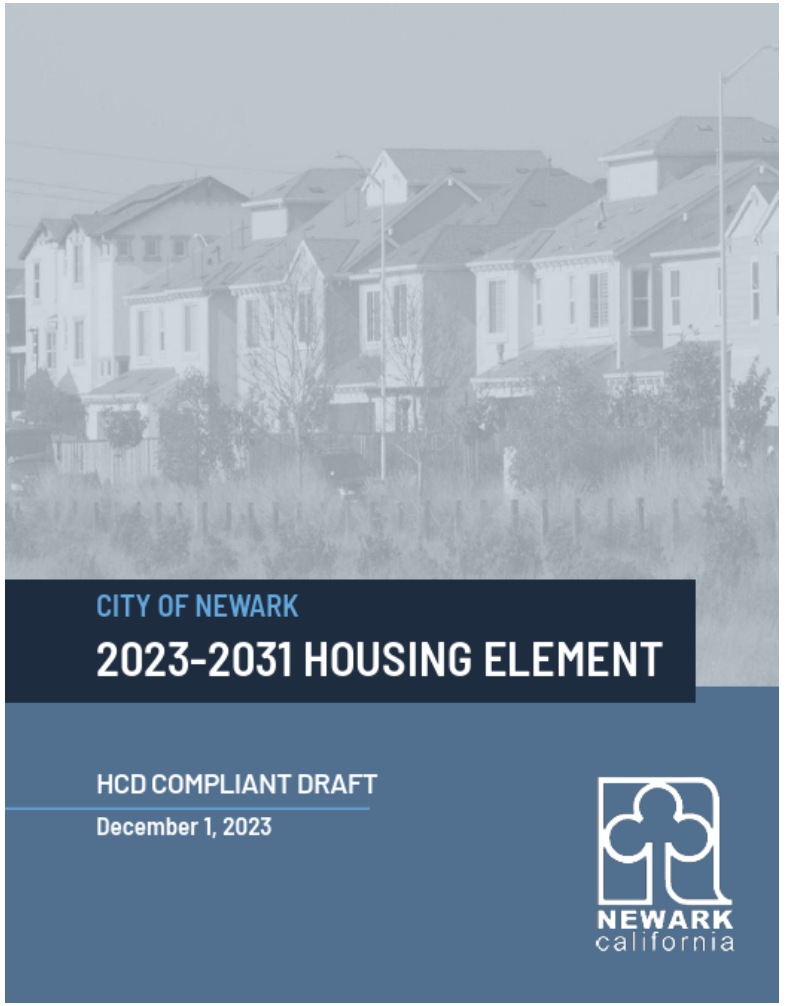
Eligibility Criteria Review



Analysis & Recommendations

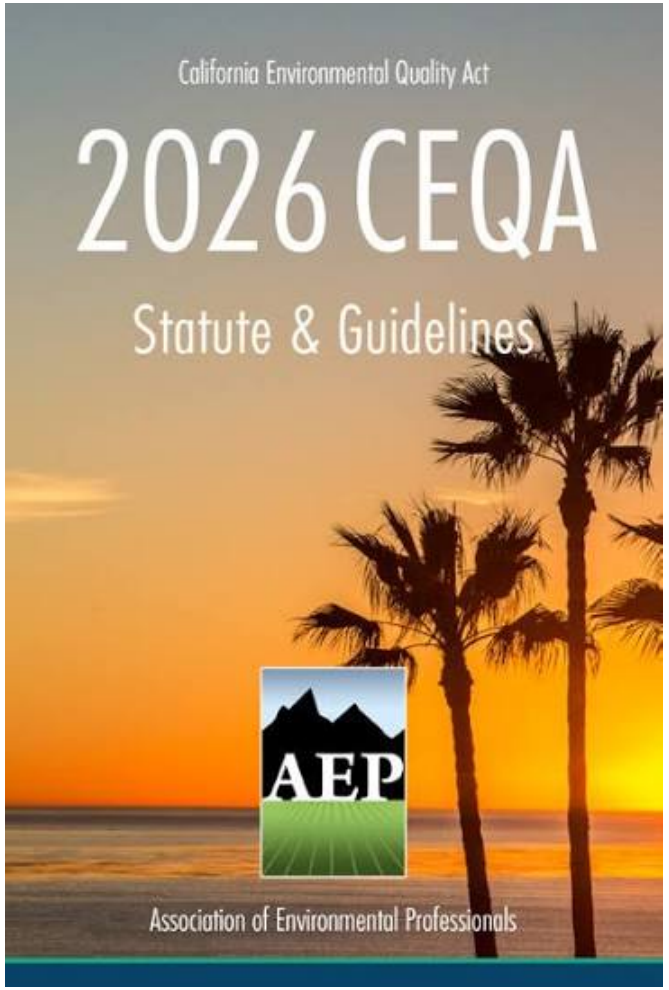
General Plan & Housing Element Alignment

- Directly implements Housing Element Programs H3.2 and H3.4 as well as supports Programs H2.8, H2.12, H3.1, and H5.3
- SB 130 allows jurisdictions to adopt zoning amendments that implement Housing Element programs without requiring concurrent amendments to the General Plan
- Comprehensive General Plan update anticipated in 2028



California Environmental Quality Act (CEQA)

- Exempt from further environmental review pursuant to:
  - CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that it will have no significant effect on the environment
  - CEQA Guidelines Section 21080.085 as it is a rezoning that implements the schedule of actions contained in the City's Housing Element pursuant to Government Code Section 65583(c)



Planning Commission Review

- Public hearing conducted on **July 14, 2026** to consider the proposed Zoning Text Amendment

- Planning Commission voted 3 – 0, with two Commissioners absent, to recommend that the City Council approve the proposed Zoning Text Amendment and adopt the draft Ordinance

Staff Recommendation

Approve Z2025-004, an Ordinance amending Title 17 (Zoning) of the Newark Municipal Code adding Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) and Chapter 17.42 (Reasonable Accommodation) and amending Division II (Base and Overlay Districts) Chapter 17.17 (General Site Regulations) Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), Chapter 17.34 (Design Review), Chapter 17.37 (Waivers), and Chapter 17.46 (Definitions), generally affecting development and design standards for residential and residential mixed-use development.

Conclusion

Thank you!

Staff and consultants welcome any questions or comments

STAFF REPORT

Item E. 2.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Michael Coulom, Housing Policy and Programs Manager
SUBJECT	Public Hearing to consider adopting an ordinance amending the Newark Zoning Map to rezone certain property into the -BRH Overlay District

SUMMARY AND RECOMMENDATION

On January 11, 2024, the City Council voted to adopt Ordinance 547 establishing the By-Right Housing (-BRH) Overlay District and identifying specific housing opportunity sites for inclusion in the -BRH Overlay District. The -BRH Overlay District satisfies certain requirements of state law and implements Housing Element Policy H3.1 and Program H3.6. Staff have identified additional parcels that should be included in the -BRH Overlay District.

Staff recommends City Council adopt the draft Ordinance to amend the Newark Zoning Map to include specific additional parcels in the -BRH Overlay District to comply with state law and ensure consistency among the City's code (Attachment 1: Draft Ordinance).

BACKGROUND

State law requires that cities and counties update their General Plan Housing Element every eight years. The content of the Housing Element is structured to address the requirements set forth in state law. Among other requirements, Housing Elements must identify specific vacant and non-vacant sites with the realistic capacity of being developed with enough housing units to meet a jurisdiction’s regional housing need allocation (RHNA) for that eight-year period. These are commonly referred to as “opportunity sites” and are collectively referred to as the Housing Element “site inventory”.

City Council adopted the Sixth Cycle Housing Element for the period between 2023 and 2031 at its October 26, 2023 meeting. This replaced the Fifth Cycle Housing Element for years 2015-2023, which itself replaced the Fourth Cycle for years 2009-2014. The Sixth Cycle site inventory included several opportunity sites that had been “carried over” from previous Housing Element site inventories.

Government Code Section 65583.2(c) provides that if a nonvacant site identified in the Fifth Cycle Housing Element, or a vacant site identified in both the Fourth Cycle Housing Element and the Fifth Cycle Housing Element, was not developed with a residential use, that site may only be included in the Sixth Cycle Housing Element if the City rezones the site within a specified period of time to allow residential use by right for housing developments in which at least 20 percent of the units are affordable to lower income households. For these housing developments, the City cannot require discretionary entitlements prior to approval of eligible residential projects, but instead must approve these projects ministerially.

On January 11, 2024, the City Council adopted an ordinance establishing the By-Right Housing (-BRH) Overlay District and identified specific opportunity sites for inclusion in the -BRH Overlay District (Attachment 2). The -BRH Overlay District addresses the requirements of Government Code Section 65583.2(c) and implements Housing Element Policy H3.1 and Program H3.6. A number of parcels were unintentionally omitted from the rezoning action in 2023 and it is necessary to amend the Newark Zoning Map to avoid future potential conflicts with state law and ensure accurate implementation of the Sixth Cycle Housing Element (Attachment 3).

DISCUSSION/ANALYSIS

The adopted Housing Element contains a policy (Policy H3.1) and a program (Program H3.6) that communicate the City's intent to amend the Zoning Ordinance to allow ministerial approval of eligible residential projects on specific sites that are reused from the Fourth and Fifth Cycle housing elements:

> *POLICY H3.1: Allow By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" Sites. Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element, and on sites that are subject to a text amendment to accommodate the lower-income RHNA. Source: 6th Cycle Housing Element page 210.*
>
> *PROGRAM H3.6: Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element. The nine sites listed in [Housing Element] Table 6-2 will be adjusted by text amendment to accommodate the lower income RHNA as needed. Source: 6th Cycle Housing Element pages 228-229.*

Applicable Sites

Consistent with State law, reused Fourth and Fifth Cycle eligible sites include those vacant and non-vacant sites that meet the following criteria:

- Allow residential densities of 20 dwelling units per acre; and

- Can accommodate at least 16 units.

Qualifying Development
In order for “by-right” development to apply on applicable sites in the -BRH Overlay District, residential development projects must:

- Set aside a minimum of 20 percent of the total units proposed as affordable to lower-income households, and
- Comply with all applicable objective standards and criteria of the base zoning district where the site is located.

Qualifying residential projects on -BRH sites that meet the required criteria, provide a minimum of 20 percent of the units as affordable to lower-income households, and comply with all objective standards would be allowed ministerially “by right” and not require discretionary review. These projects are still subject to Design Review, except that such Design Review is ministerial. A qualifying residential project subject to ministerial review is not considered a “Project” under the California Environmental Quality Act.

Zoning Map Amendments
The Sixth Cycle Housing Element identifies 43 eligible parcels comprising 11 opportunity sites that meet the above criteria. The exhibits to Ordinance 547 unintentionally omitted 17 of these parcels. To fully implement Policy H3.1 and Program H3.6, and to comply with Government Code Section 65583.2(c), staff recommends the City’s Zoning Map be amended to include the 17 missing parcels in the -BRH Overlay District. Table 1 identifies the parcels that staff recommends adding to the -BRH Overlay District. Exhibits B and C of Attachment 1 also include a table and map of the parcels to be rezoned -BRH.

Table 1: Parcels to be added to the -BRH Overlay District

Assessor's Parcel Number	Street Address
92-29-14-2	6505 THORNTON AVE
92-29-15-2	6521 THORNTON AVE
92-50-1-3	6658 THORNTON AVE
92-50-2-3	6642 THORNTON AVE
92-50-3-3	6626 THORNTON AVE
92A-919-8-2	6211 THORNTON AVE
92A-919-9-2	6223 THORNTON AVE
92A-919-11-2	6263 THORNTON AVE
92A-919-12-2	6275 THORNTON AVE
92A-919-13-2	6289 THORNTON AVE
92A-919-14-2	6319 THORNTON AVE
92A-919-15-2	6333 THORNTON AVE
92A-919-19-2	6389 THORNTON AVE

92A-919-20-2	6417 THORNTON AVE
92A-919-21-2	6433 THORNTON AVE
92A-919-22-2	6449 THORNTON AVE
92A-2375-33	38290 CEDAR BLVD

Findings of Fact
As provided in Section 17.39.080 (Criteria for zoning amendments), the Planning Commission shall not recommend, and the City Council shall not approve amendments to Title 17 unless the proposed amendments meet the following criteria:

1. The amendment is consistent with the general plan;
2. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district; and
3. The amendment will promote the growth of the city in an orderly manner and promote and protect the public health, safety, peace, comfort and general welfare.

The Findings of Fact applicable to the requested actions are provided in Attachment 1, Exhibit A.

Public Notice
Notice of this public hearing with the recommended Zoning amendments was published in the Tri-City Voice on Tuesday, August 25, 2026. Mailed notices were sent to property owners of sites within 500 feet of each parcel to receive the -BRH Overlay District. A mailed notice, with an explanation of the zoning amendments and the overlay district, was also provided to each property owner with sites that would be rezoned.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW
The requested actions are exempt from further environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since the proposed amendments to the Zoning Map have no potential for causing a significant effect on the environment. The proposed changes to the Zoning Map do not provide entitlements for any land use development projects, nor do they change the allowed uses of land or the intensity of any previously authorized use of land. Therefore, it can be seen with certainty that adoption of the proposed Zoning Map amendments will have no significant effect on the environment.

At their regular meeting on July 28, 2026, the Planning Commission held a noticed public hearing to consider a resolution recommending that the City Council adopt amendments to the Zoning Map for the Project. The Planning Commission voted to adopt Resolution 2037 (4-0) (Attachment 4).

FISCAL IMPACT

Adoption of the recommended action would not result in any fiscal impacts to the City in that the action does not provide entitlements for any land use development projects that would result in additional City services or expenditures.

STRATEGIC PRIORITY AREA

Further Economic Vitality and Housing for All

REVIEW AND APPROVAL

Prepared by - Michael Coulom, Housing Policy and Programs Manager
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

1. Draft Ordinance
2. Ordinance 547
3. 6th Cycle Housing Element
4. Resolution 2,037
5. Staff Presentation

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF NEWARK AMENDING THE NEWARK ZONING MAP TO REZONE CERTAIN PROPERTY INTO THE -BRH OVERLAY DISTRICT

WHEREAS, The City Council of the City of Newark adopted Resolution No. 9,684 adopting a Housing Element Update for the Fourth Cycle period between 2009 and 2014 (the 4th Cycle Housing Element), which identified housing sites that would accommodate the City of Newark's (City) Regional Housing Needs Allocation (RHNA); and

WHEREAS, The City Council of the City of Newark adopted Resolution No. 10,361 approving the amendment to the General Plan by adopting the Fifth Cycle Housing Element for the period between 2015 and 2023 (the 5th Cycle Housing Element), which identified housing sites that would accommodate the City's RHNA; and

WHEREAS, the California Legislature has found that "California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives" (Gov. Code Section 65589.5); and

WHEREAS, State Housing Element Law (Government Code Sections 65580 et seq.) requires that the City Council adopt a Housing Element for the eight-year period 2023-2031 to accommodate the City of Newark's (City) RHNA of 1,874 housing units, comprised of 464 very-low-income units, 268 low-income units, 318 moderate-income units, and 824 above moderate-income units; and

WHEREAS, the City Council adopted Resolution No. 11,575, adopting a general plan amendment to repeal the 5th Cycle Housing Element and adopt the Sixth Cycle Housing Element of the General Plan for the period between 2023 and 2031 (the 6th Cycle Housing Element) and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law; and

WHEREAS, certain housing sites identified in the 5th Cycle Housing Element were not developed with residential uses during the period between 2015-2023 and were "carried over" to the 6th Cycle Housing Element to be used as sites that can accommodate housing units meeting the City's RHNA; and.

WHEREAS, Government Code Section 65583.2(c) provides that if a nonvacant site identified in the 5th Cycle Housing Element, or a vacant site identified in both the both the 4th Cycle Housing Element and 5th Cycle Housing Element, was not developed with a residential use, that site may only be included in the Housing Element if the City rezones the site within a specified period of time to allow residential use by right for housing developments in which at least 20% of the units are affordable to lower income households; and

WHEREAS, the 6th Cycle Housing Element includes 43 parcels that were carried over from the 4th and 5th Cycle Housing Elements and identified as sites to accommodate the City's RHNA; and

WHEREAS, the identified carry-over sites are capable to be developed with residential uses having densities of at least 20 units per acre; and

WHEREAS, the City Council of the City of Newark adopted Ordinance No. 547 to update the Zoning Code by adding Chapter 17.15, By Right Housing (-BRH) Overlay District, amend the Newark Zoning Map by applying the -BRH Overlay District to specific parcels throughout the City, and make other miscellaneous related changes to implement the Housing Element and, more specifically, identify the applicability standards for residential development that may be developed by-right without discretionary review; and

WHEREAS, Ordinance No. 547 unintentionally omitted specific parcels from the list of parcels to be included in the -BRH Overlay Zone and amended Newark Zoning Map; and

WHEREAS, the City desires to amend the Newark Zoning Map to include the omitted parcels to comply with Government Code Section 65583.2(c) and implement the 6th Cycle Housing Element; and

WHEREAS, the amendment of the Newark Zoning Map is referred to as the "Project"; and

WHEREAS, a staff report dated July 28, 2026, and incorporated herein by reference, described and analyzed the Project for the Planning Commission; and

WHEREAS, on July 28, 2026, the Planning Commission reviewed the staff report at a noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, following the public hearing, the Planning Commission considered the staff recommendation as provided in the staff report, adopted Resolution 2037 incorporated herein by reference, and transmitted the resolution to the City Council; and

WHEREAS, a staff report dated September 10, 2026, and incorporated herein by reference described and analyzed the Project for City Council; and

WHEREAS, on September 10, 2026, the City Council reviewed the staff report at a duly noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, pursuant to Newark Municipal Code section 17.31.060 and pursuant to State law, the City published a public hearing notice in The Tri City Voice on August 25, 2026 and mailed as required for a public hearing before the City Council at 7:00 p.m. on September 10, 2026; and

WHEREAS, the City Council fully considered the Project at the public hearing; and

WHEREAS, the City Council finds that the Project meets the requisite findings of fact necessary for approval as further explained in the staff report and the recommended findings of fact and determinations associated with this Ordinance, as identified in "Exhibit A" attached to this Ordinance; and

WHEREAS, the location and custodian of the Project application and other documents that constitute a record of proceedings for the Project is the City of Newark, 37101 Newark Blvd., Newark, CA 94560; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newark does ordain as follows:

Section 1. The foregoing recitals are true and correct and are incorporated by reference into this action.

Section 2. The Project is exempt from further environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since the proposed amendments to the Zoning Map have no potential for causing a significant effect on the environment. The proposed changes to the Zoning Map do not provide entitlements for any land use development projects, nor do they change the allowed uses of land or the intensity of any previously authorized use of land. Therefore, it can be seen with certainty that adoption of the proposed Zoning Map amendments will have no significant effect of the environment.

Section 3. Pursuant to NMC Sections 17.39.070 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code as further explained in the staff report and set forth in "Exhibit A" attached hereto and incorporated herein by this reference.

Section 4. The City Council hereby approves an amendment to the Newark General Plan land use and Zoning Map by applying the By Right Housing (-BRH) Overlay District to specific parcels, as identified in "Exhibits B & C", attached hereto and incorporated herein by reference.

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.

Exhibit A: Findings of Fact

Exhibit B: Parcels to be Rezoned with the By Right Housing (-BRH) Overlay District

Exhibit C: Map of Parcels to be Rezoned with the -BRH Overlay District

Exhibit A

Findings of Fact

Pursuant to Newark Municipal Code Sections 17.39.070 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code.

The City Council shall not approve a zoning amendment unless the proposed amendment meets the following criteria:

A. The amendment is consistent with the general plan, in that on October 26, 2023, the City Council of the City of Newark adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law. The 2023-2031 Housing Element contains the following policy and program related to the recommended action:

> *POLICY H3.1: Allow By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" Sites. Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element, and on sites that are subject to a text amendment to accommodate the lower-income RHNA.*
>
> *PROGRAM H3.6: Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element. The nine sites listed in [Housing Element] Table 6-2 will be adjusted by text amendment to accommodate the lower income RHNA as needed.*

B. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district. There are no changes to district boundaries proposed as part of the action.

C. The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare, in that the proposed action is necessary to comply with State law and may result in the production of additional housing that is affordable to lower-income households throughout the community.

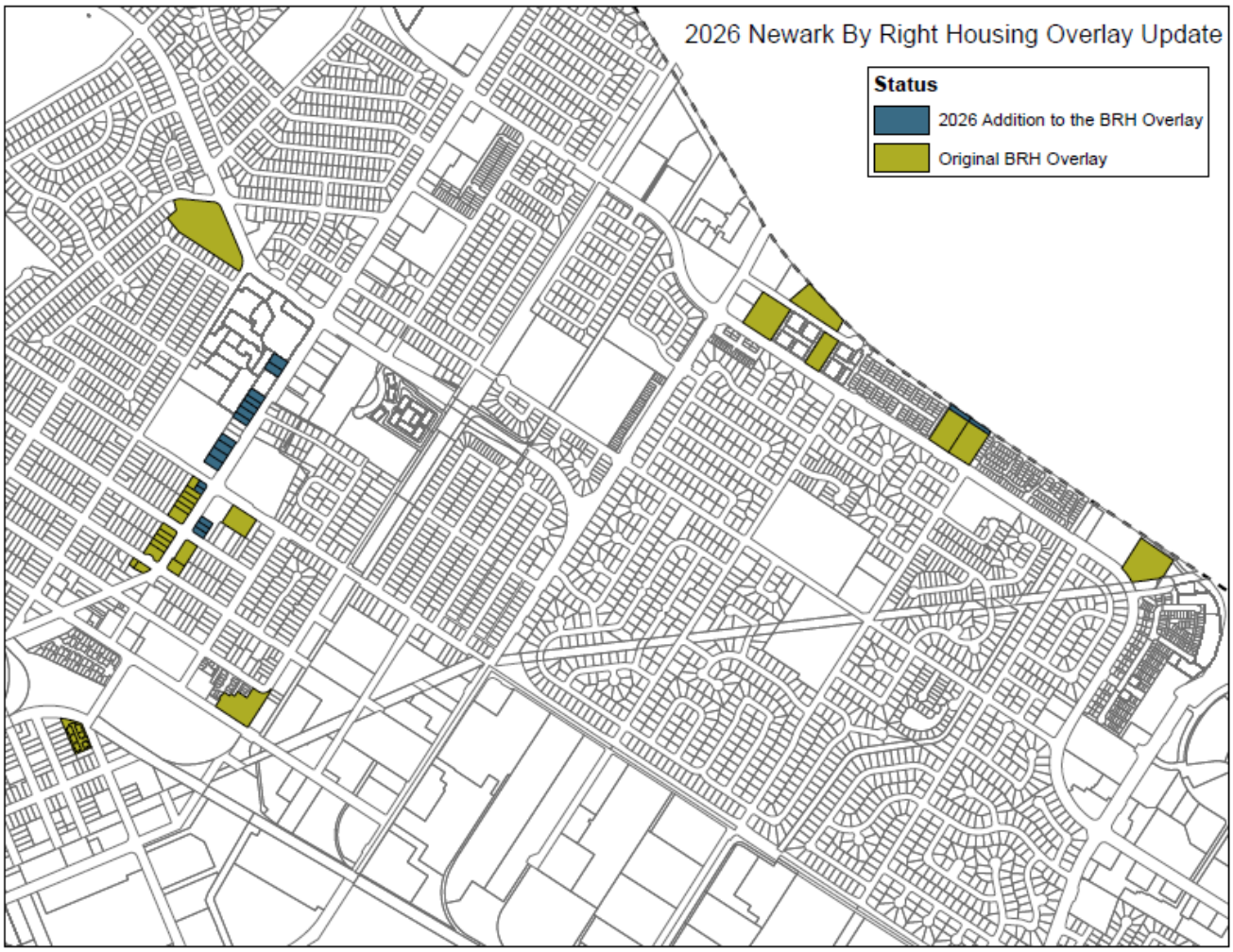
Exhibit B

Parcels to be Rezoned with the By Right Housing (-BRH) Overlay District

Parcels to be Added to the -BRH Overlay District			Parcels Currently in the -BRH Overlay District	
Assessor's Parcel Number	**Street Address**		**Assessor's Parcel Number**	**Street Address**
92-29-14-2	6505 THORNTON AVE		92-30-17-2	6765 THORNTON AVE
92-29-15-2	6521 THORNTON AVE		92-30-14-3	6717 THORNTON AVE
92-50-1-3	6658 THORNTON AVE		92-30-16-2	6749 THORNTON AVE
92-50-2-3	6642 THORNTON AVE		92-30-18-4	6781 THORNTON AVE
92-50-3-3	6626 THORNTON AVE		92-30-15-2	6733 THORNTON AVE
92A-919-11-2	6263 THORNTON AVE		92-31-16-2	6825 THORNTON AVE
92A-919-12-2	6275 THORNTON AVE		92-31-15	36965 OLIVE ST
92A-919-13-2	6289 THORNTON AVE		92A-900-1-2	36601 NEWARK BLVD
92A-919-14-2	6319 THORNTON AVE		92-29-20-2	36976 MULBERRY ST
92A-919-15-2	6333 THORNTON AVE		92-29-16-2	6537 THORNTON AVE
92A-919-19-2	6389 THORNTON AVE		92-29-19-2	6625 THORNTON AVE
92A-919-20-2	6417 THORNTON AVE		92-29-18-2	6609 THORNTON AVE
92A-919-21-2	6433 THORNTON AVE		92-51-5-3	6716 THORNTON AVE
92A-919-22-2	6449 THORNTON AVE		92-29-17-2	6553 THORNTON AVE
92A-2375-33	38290 CEDAR BLVD		92-29-13	36937 CHERRY ST
			92-51-2-3	6788 THORNTON AVE
			92A-2125-17	37900 CEDAR BLVD
			92A-2125-11-2	37750 TIMBER ST
			92A-2125-13	37640 CEDAR BLVD
			92A-2585-32	5545 CEDAR CT
			92-50-13	37053 CHERRY ST
			92-255-11	37200 SYCAMORE ST
			92A-2375-32	38290 CEDAR BLVD
			92-131-3	37257 FILBERT ST
			92-131-2-4	37243 FILBERT ST
			92-131-1-9	FILBERT ST

Exhibit C

Map of Parcels Currently Zoned in the (-BRH) Overlay District and Parcels to be Rezoned with the (-BRH) Overlay District



ORDINANCE NO. 547

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK ADDING CHAPTER 17.15 TO THE NEWARK MUNICIPAL CODE TO ESTABLISH THE BY RIGHT HOUSING (-BRH) OVERLAY DISTRICT, REZONING CERTAIN PROPERTY INTO THE -BRH OVERLAY DISTRICT AND MAKING RELATED MISCELLANEOUS AMENDMENTS TO TITLE 17, ZONING, OF THE NEWARK MUNICIPAL CODE

WHEREAS, The City Council of the City of Newark adopted Resolution No. 9684 adopting a Housing Element Update for the 4th Cycle period between 2009 and 2014 (the 4th Cycle Housing Element), which identified housing sites that would accommodate the City's Regional Housing Needs Allocation (RHNA); and

WHEREAS, The City Council of the City of Newark adopted Resolution No. 10361 approving the amendment to the General Plan by replacing the Housing Element with the Housing Element Update 2015 (for the period between 2015 and 2023), which identified housing sites that would accommodate the City's Regional Housing Needs Allocation (RHNA); and

WHEREAS, the California Legislature has found that "California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives" (Gov. Code Section 65589.5); and

WHEREAS, State Housing Element Law (Government Code Sections 65580 et seq.) requires that the City Council adopt a Housing Element for the eight-year period 2023-2031 to accommodate the City of Newark's (City) RHNA of 1,874 housing units, comprised of 464 very-low-income units, 268 low-income units, 318 moderate-income units, and 824 above moderate-income units; and

WHEREAS, to comply with State Housing Element Law, the City has prepared the 2023-2031 Housing Element (the Housing Element) in compliance with State Housing Element Law which establishes the framework for housing goals, policies, and programs and has identified sites that can accommodate housing units meeting the City's RHNA; and

WHEREAS, on October 24, 2023, the Planning Commission adopted Resolution No. 2009, recommended that the City Council adopt a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law; and

WHEREAS, on October 26, 2023, the City Council adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law; and

WHEREAS, certain housing sites identified in the Housing Element Update 2015 were not developed with residential uses during the period between 2015-2022 and it is the City's desire to "carry over" these certain sites to the Housing Element 2023-2031 to be used as sites that can accommodate housing units meeting the City's RHNA.

WHEREAS, Government Code Section 65583.2(c) provides that if a nonvacant site identified in the Housing Element Update 2015, or a vacant site identified in both the both the 4th Cycle Housing Element and Housing Element Update 2015, was not developed with a residential use, that site may only be included in the Housing Element if the City rezones the site within a specified period of time to allow residential use by right for housing developments in which at least 20% of the units are affordable to lower income households; and

WHEREAS, the Housing Element includes26 sites that would be carried over from the Housing Element Update 2015 and identified as sites to accommodate the City's RHNA.

WHEREAS, the identified carry-over sites are capable to be developed with residential uses having densities of at least 20 units per acre; and

WHEREAS, the City desires to amend the Zoning Code by adding Chapter 17.15, By Right Housing (-BRH) Overlay District, to implement the Housing Element and more specifically identify the applicability standards for residential development that may be developed by-right without discretionary review; and

WHEREAS, the City also desires to amend the Newark Zoning Map by applying the By Right Housing (-BRH) Overlay District to specific parcels throughout the City and making other miscellaneous related changes; and

WHEREAS, the adoption of Chapter 17.15, By Right Housing (-BRH) Overlay District and an amendment of the Newark Zoning Map, and other miscellaneous related changes are collectively referred to as the "Project"; and

WHEREAS, a staff report dated November 14, 2023, and incorporated herein by reference, described and analyzed the Project for the Planning Commission; and

WHEREAS, on November 14, 2023, the Planning Commission reviewed the staff report at a noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, following the public hearing, the Planning Commission considered the staff

recommendation as provided in the staff report, adopted Resolution 2009 incorporated herein by reference, and transmitted the resolution to the City Council; and

WHEREAS, a staff report dated December 14, 2023, and incorporated herein by reference described and analyzed the Project for City Council; and

WHEREAS, on December 14, 2023, the City Council reviewed the staff report at a duly noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, pursuant to Newark Municipal Code section 17.31.060 and pursuant to State law, the City published a public hearing notice in The Tri City Voice on November 28, 2023 and mailed as required for a public hearing before the City Council at 7:00 p.m. on December 14, 2023; and

WHEREAS, the City Council fully considered the Project at the public hearing; and

WHEREAS, the City Council finds that the Project meets the requisite findings of fact necessary for approval as further explained in the staff report and the recommended findings of fact and determinations associated with this Ordinance, as identified in "Exhibit A" attached to this Ordinance; and

WHEREAS, the location and custodian of the Project application and other documents that constitute a record of proceedings for the Project is the City of Newark, 37101 Newark Blvd., Newark, CA 94560; and

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

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

Section 1. That the forgoing recitals are true and correct and made part of this Ordinance.

Section 2.The Project is exempt from further environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since the proposed amendments to the Zoning Code and Zoning Map have no potential for causing a significant effect on the environment. The proposed changes to the Zoning Code and Zoning Map do not provide entitlements for any land use development projects, nor do they change the allowed uses of land or the intensity of any previously authorized use of land. Therefore, it can be seen with certainty that adoption of the proposed Zoning Code and Zoning Map amendments will have no significant effect of the environment.

Section 3: Pursuant to NMC Sections 17.39.070 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code as further explained in the staff report and set forth in "Exhibit A" attached hereto and incorporated herein by this reference.

Section 4: Title 17. Zoning, of the Newark Municipal Code is hereby amended to add Chapter 17.15, By Right Housing (-BRH) Overlay District, and to make other miscellaneous regulated changes as identified in "Exhibit B", attached hereto and incorporated herein by reference.

Section 5: The City Council hereby approves an amendment to the Newark General Plan land use and Zoning Map by applying the By Right Housing (-BRH) Overlay District to specific parcels, as identified in "Exhibits C & D", attached hereto and incorporated herein by reference.

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 Council Member Bucci at the regular meeting of the City Council of the City of Newark held on December 14, 2023.

This ordinance was read at the regular meeting of the City Council held January 11, 2024. Council Member Bucci moved that it be adopted and passed, which motion was duly seconded, and said ordinance was passed and adopted.

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

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Exhibit A

Findings of Fact

Pursuant to Newark Municipal Code Sections 17.39.0760 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code.

The City Council shall not approve a zoning amendment unless the proposed amendment meets the following criteria:

A. The amendment is consistent with the general plan, in that on October 26, 2023, the City Council of the City of Newark adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law. The 2023-2031 Housing Element contains the following policy related to the recommended action:

> *POLICY H3.1: Allow By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" Sites. Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element, and on sites that are subject to a text amendment to accommodate the lower-income RHNA.*

B. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district. There are no changes to district boundaries proposed as part of the action.

C. The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare, in that the proposed action is necessary to comply with State law and may result in the production of additional housing that is affordable to lower-income households throughout the community.

Exhibit B

Amendments to Title 17 of the City of Newark Municipal Code

Additions to Title 17 are shown in redline

Chapter 17 ZONING ORDINANCE

17.03.010 - Districts established.

The city shall be classified into districts or zones, the designation and regulation of which are set forth in this title and as follows:

A. Base Zoning Districts. Base zoning districts into which the city is divided are established as shown in Table 17.03.010, Base and Overlay Zoning Districts.

B. Overlay Zoning Districts. Overlay zoning districts, one or more of which may be combined with a base district, are established as shown in Table 17.03.010, Base and Overlay Zoning Districts.

TABLE 17.03.010: BASE AND OVERLAY ZONING DISTRICTS		
Zoning District Symbol	Zoning District Name	General Plan Land Use Designation Implemented by Zoning District
Residential Districts		
RS	Residential Single Family	Low Density Residential
RL	Residential Low Density	Low-Medium Density Residential
RM	Residential Medium Density	Medium Density Residential
RH	Residential High Density	High Density Residential
Commercial and Mixed Use Districts		
NC	Neighborhood Commercial	Neighborhood Commercial
CMU	Commercial Mixed Use	Commercial Mixed Use
CR	Commercial Retail	Community Commercial
CC	Community Commercial	Community Commercial
RC	Regional Commercial	Regional Commercial
Employment Districts		
PO	Professional Office	Office Commercial
BTP	Business and Technology Park	Special Industrial
LI	Limited Industrial	Limited Industrial
GI	General Industrial	General Industrial
Public and Semi-Public Districts		

PF	Public Facilities	Public-Institutional
TS	Transit Station	Public-Institutional
PK	Park	Parks and Recreation Facilities
OS	Open Space	Conservation-Open Space
Resource Production District		
RP	Resource Production	Salt Harvesting, Refining, and Production
Overlay District		
-FBC	Form Based Code	Not Applicable
-PD	Planned Development	Not Applicable
-OT	Old Town	Not Applicable
-BRH	By-Right Housing	Not Applicable

Chapter 17.15 – BY-RIGHT HOUSING (-BRH) OVERLAY ZONE DISTRICT

17.15.010 - Purpose.

This overlay zone district provides supplementary land use, affordable housing requirements, and review procedures for base districts located within the City of Newark. The overlay zone district implements requirements of state law regarding streamlined review procedures for residential projects identified in the city's adopted General Plan Housing Element that have been "carried over" from previously adopted housing elements. This zone district does not modify permitted uses, nor does it restrict property owners from developing projects consistent with the requirements provided in this Title for the base or underlying zone district.

17.15.020 - Applicability.

The standards and regulations of this chapter apply to the planning area designated with the -BRH extension on the Zoning Map. Except as provided in this chapter, all new structures and development, as well as alterations to existing structures, shall comply with the requirements of the base zoning district.

17.15.030 – Permitted Uses.

Any use permitted in the underlying District that is combined with an -BRH Overlay Zone District shall be allowed subject to the procedures of the underlying District, as modified by the -BRH district.

17.15.040 – Procedures.

A. Residential Uses Allowed By-Right. Residential projects that comply with all applicable objective standards and criteria of the underlying District, include a minimum of 20 dwelling units per acre, and provide 20 percent of the units in the project as affordable to lower-income households do not require discretionary review under this Title. Lower-income shall have the same meaning as in Health and Safety Code section 50079.5. Qualifying projects are still subject to Design Review, except that such Design Review

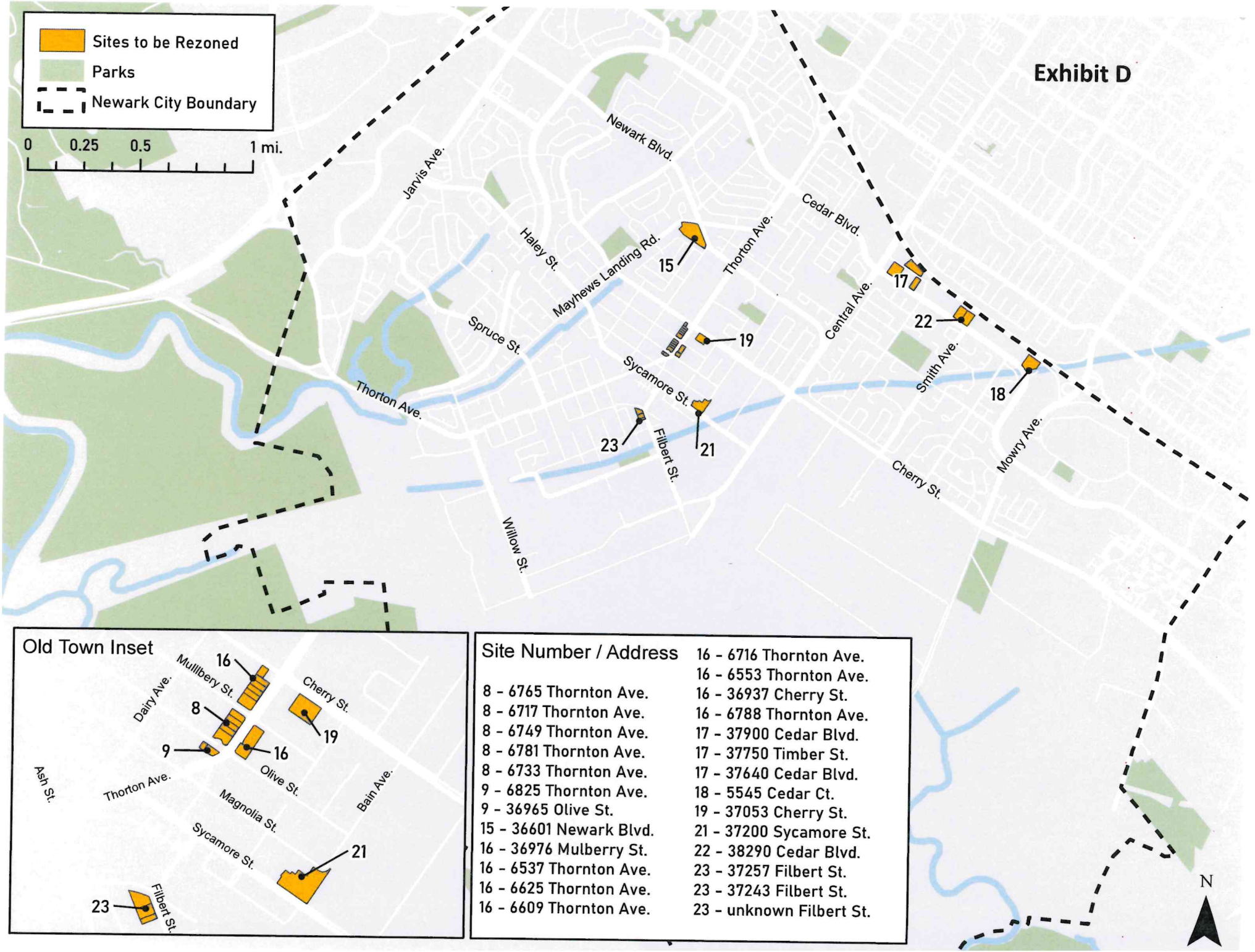
shall be ministerial, notwithstanding anything in NMC Chapter 17.35 to the contrary.

B. Requirements for Affordable Units. The developer of a residential project under this chapter shall comply with the provisions of NMC 17.18.060 for the residential units designated as affordable to lower-income households, consistent with applicable requirements in state law. Where the requirements of state law conflict with the requirements of this Title, state law shall prevail.

Exhibit C

Parcels to be Rezoned with the By Right Housing (-BRH) Overlay District

92-30-17-2	6765 THORNTON AVE NEWARK 94560
92-30-14-3	6717 THORNTON AVE NEWARK 94560
92-30-16-2	6749 THORNTON AVE NEWARK 94560
92-30-18-4	6781 THORNTON AVE NEWARK 94560
92-30-15-2	6733 THORNTON AVE NEWARK 94560
92-31-16-2	6825 THORNTON AVE NEWARK 94560
92-31-15	36965 OLIVE ST NEWARK 94560
92A-900-1-2	36601 NEWARK BLVD NEWARK 94560
92-29-20-2	36976 MULBERRY ST NEWARK 94560
92-29-16-2	6537 THORNTON AVE NEWARK 94560
92-29-19-2	6625 THORNTON AVE NEWARK 94560
92-29-18-2	6609 THORNTON AVE NEWARK 94560
92-51-5-3	6716 THORNTON AVE NEWARK 94560
92-29-17-2	6553 THORNTON AVE NEWARK 94560
92-29-13	36937 CHERRY ST NEWARK 94560
92-51-2-3	6788 THORNTON AVE NEWARK 94560
92A-2125-17	37900 CEDAR BLVD NEWARK 94560
92A-2125-11-2	37750 TIMBER ST NEWARK 94560
92A-2125-13	37640 CEDAR BLVD NEWARK 94560
92A-2585-32	5545 CEDAR CT NEWARK 94560
92-50-13	37053 CHERRY ST NEWARK 94560
92-255-11	37200 SYCAMORE ST NEWARK 94560
92A-2375-32	38290 CEDAR BLVD NEWARK 94560
92-131-3	37257 FILBERT ST NEWARK 94560
92-131-2-4	37243 FILBERT ST NEWARK 94560
92-131-1-9	FILBERT ST NEWARK 94560



Site Number / Address	
8 - 6765 Thornton Ave.	16 - 6716 Thornton Ave.
8 - 6717 Thornton Ave.	16 - 6553 Thornton Ave.
8 - 6749 Thornton Ave.	16 - 36937 Cherry St.
8 - 6781 Thornton Ave.	16 - 6788 Thornton Ave.
8 - 6733 Thornton Ave.	17 - 37900 Cedar Blvd.
9 - 6825 Thornton Ave.	17 - 37750 Timber St.
9 - 36965 Olive St.	17 - 37640 Cedar Blvd.
15 - 36601 Newark Blvd.	18 - 5545 Cedar Ct.
16 - 36976 Mulberry St.	19 - 37053 Cherry St.
16 - 6537 Thornton Ave.	21 - 37200 Sycamore St.
16 - 6625 Thornton Ave.	22 - 38290 Cedar Blvd.
16 - 6609 Thornton Ave.	23 - 37257 Filbert St.
	23 - 37243 Filbert St.
	23 - unknown Filbert St.

CITY OF NEWARK

2023-2031 HOUSING ELEMENT

HCD COMPLIANT DRAFT

December 1, 2023

NEWARK
california

NEWARK 2023-2031 HOUSING ELEMENT TABLE OF CONTENTS

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City of Newark Staff

Steven Turner, Community Development Director

Art Interiano, Assistant Community Development Director

Carmelisa Lopez, Senior Planner

Joseph Balatbat, Associate Planner

Consultant Team

Paul Peninger, BAE Urban Economics

Community Planning Collaborative
Clara Cheeves
Bowen Close
Josh Ellsworth
Corinne Tsai

Newark Community

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- All the community members that filled out a survey, and attend a community meeting
- Alameda County Department of Health Developmental Disabilities Council
- Clark W. Redeker Newark Senior Center
- El Tímpano
- Greenbelt Alliance
- Housing Consortium of the East Bay
- Promotores
- Second Chance Inc.
- Newark Public Library
- Newark Unified School District: Newark Parent leadership team
- Newark Planning Commission

SECTION 1 INTRODUCTION

The city of Newark is a growing, vibrant, multicultural city with a diverse commercial and business sector, and an inclusive community character. The City is committed to ensuring that all current and future residents continue to enjoy Newark's distinctive attributes through the implementation of policies and programs that ensure that all residents have access to housing that meets the full range of household and community needs. To this end, the City is currently engaged in the implementation of an ambitious affordable housing work plan adopted by the Newark City Council in May, 2021. This Work Plan lays the foundation for the update of the City's General Plan Housing Element, an opportunity for Newark to plan for housing to meet the needs of all segments of Newark's diverse community.

A. Purpose and Organization of the Housing Element

Housing Element Purpose

California law recognizes the vital role that local governments play in the availability, adequacy, and affordability of housing. Every jurisdiction in California is required to adopt a long-range General Plan to guide its physical development, and the Housing Element is one of the seven required elements of the General Plan. Housing Element law mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law recognizes that in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems that provide opportunities for, and do not unduly constrain housing production. Housing Element statutes also require the State Department of Housing and Community Development (HCD) to review local housing elements for compliance with State law and to report their findings to the local government.

California's Housing Element law requires that each city and county develop local housing programs to meet its "fair share" of existing and future housing needs for all income groups. The Association of Bay Area Governments (ABAG) is responsible for developing and assigning these regional needs, or "RHNA", to Bay Area jurisdictions. Pursuant to the RHNA planning period, the Newark Housing Element is an eight-year plan extending from 2023 to 2031, also referred to as the 6th Cycle Housing Element.

Newark's Housing Element identifies strategies and programs that focus on:

1. Preserving and improving existing housing
2. Removing governmental and other constraints to housing development
3. Promoting and expanding fair and equitable housing opportunities
4. Assisting in the creation of new affordable housing in the City
5. Providing sites for new housing to be built
6. Addressing existing and emergent housing challenges related to climate change

Element Organization

The 2023-2031 Newark Housing Element is comprised of the following major components:

- An introduction to review the requirements of the Housing Element, recent State laws and the community engagement process
- A community profile evaluating Newark's demographic, household and housing characteristics and related housing needs
- An analysis of governmental and non-governmental constraints on housing production and maintenance
- A detailed analysis of sites to accommodate the City's RHNA for the planning period
- An evaluation of available resources to facilitate the production and maintenance of housing, including housing sites, financial and administrative resources available for housing, and opportunities for energy conservation
- A Housing Plan for addressing the City's identified housing needs, constraints and resources; including housing goals, policies and programs

A series of appendices provide additional documentation.

- **Appendix A** is a presentation of the Housing Needs analysis.
- **Appendix B** provides a summary of public input received from the variety of community engagement opportunities undertaken throughout the Housing Element update process.
- **Appendix C** presents the parcel-specific Housing Element sites inventory.

B. Changes in State Housing Law

In response to California's worsening affordable housing crisis, in each of the last several years the State legislature has enacted a series of bills aimed at increasing production, promoting affordability and creating greater accountability for localities in addressing their housing needs. The following items in Table 1-1 represent substantive changes to State housing law since Newark's last Housing Element was adopted and certified in 2014.

Table 1-1: New State Housing Laws Relevant to Housing Element Update

Housing Bills	Bill Overview
Housing Element Sites Analysis and Reporting AB 879 (2017); AB 1397 (2017); SB 6 (2019)	Requires cities to zone more appropriately for their share of regional housing needs and in certain circumstances require by-right development on identified sites. Site analysis must also include additional justification for being chosen, particularly for sites identified to address lower income needs.
No Net Loss Zoning SB 166 (2017)	Requires cities to identify additional low-income housing sites in their Housing Element when market- rate housing is developed on a site currently identified for low-income housing.
Affirmatively Furthering Fair Housing AB 686 (2017)	Housing Elements must contain an Assessment of Fair Housing, consistent with the federal Affirmatively Furthering Fair Housing (AFFH) Final Rule. The AFFH sections must include a summary of fair housing issues in the jurisdiction; a summary of fair housing data including contributing factors to fair housing issues; analysis of Housing Element sites in relation to AFFH; and an AFFH program that includes meaningful action.
Accessory Dwelling Units and Junior Accessory Dwelling Units AB 494 (2017), SB 229 (2017), AB 68 (2019), AB 881 (2019), AB 587 (2019), SB 13 (2019), AB 670 (2019), AB 671 (2019), AB 3182 (2020)	The State enacted legislation in both 2017 and 2019 to further assist and support the development of ADUs, including "by right" approval for one-bedroom units less than 850 square feet and two-bedroom units less than 1,000 square feet. and Junior ADUs less than 500 square feet.
Density Bonus AB 1763 (2019), AB 2345 (2020)	Permits 100% affordable projects to be built denser and taller through three modifications to current Density Bonus Law. AB 2345 creates additional incentives and also requires the annual progress report to include if density bonuses have been granted.
Housing Crisis Act of 2019 SB 330 (2019)	Seeks to boost homebuilding by expediting approvals for housing development, including application processing times. SB 339 also prevents jurisdictions from decreasing a site's housing capacity through tools such as downzoning if that would preclude a jurisdiction from meeting its RHNA targets. Also, any project that includes demolition of housing units must replace or exceed that number of units. Any demolished units occupied by low-income households must be replaced with new units that are affordable to that same income level.

Housing Bills	Bill Overview
Surplus Land for Affordable Housing SB 1486 (2019), AB 1255 (2019)	Expands definition of surplus land and puts additional restrictions on the disposal of surplus land. Jurisdictions must include information about surplus lands in the Housing Element and Annual Progress Reports. A central inventory of surplus lands also must be submitted to HCD.
Emergency and Transitional Housing Act AB 139 (2019)	Amends assessment method to show site capacity, including using the most up-to-date point-in-time count. Additionally, the bill modifies parking requirement for emergency shelters. The Housing Element must include all of this information as well as analysis of the jurisdiction's special needs populations.
Supportive Housing Streamlined Approval AB 2162 (2018)	Requires supportive housing to be a use by right and eliminates parking if close to transit.
Safety Element Changes SB 1035 (2018), SB 99 (2019), SB 747 (2019)	Updates requirements for the General Plan Safety Element including expanded information on environmental hazards facing jurisdictions and analysis of emergency evacuation routes. These updates must occur at the same time as the Housing Element updates.

C. Relation to Other General Plan Elements

The City of Newark's General Plan is comprised of the following eleven Chapters: 1) Introduction; 2) Planning Framework; 3) Land Use; 4) Transportation; 5) Housing; 6) Economic Development; 7) Conservation and Sustainability; 8) Parks, Recreation, and Open Space; 9) Environmental Hazards (to be renamed Safety Element); 10) Health and Wellness; and 12) Community Services and Facilities. Except for the Housing Element which was updated to be consistent with other elements, the other Newark General Plan Elements were adopted by the Newark City Council on December 12, 2013. State law requires that the General Plan be internally consistent. The Housing Element is consistent with Goals and Policies of the other elements of the General Plan.

The City will ensure consistency between the Housing Element and the other General Plan elements so that policies introduced in one element are consistent with other elements. Whenever any element of the General Plan is amended in the future, the Housing Element will be reviewed and modified, if necessary, to ensure continued consistency between elements.

General Plan and Housing Element Consistency

The City of Newark's General Plan, adopted in 2013, is the city's long term vision for the growth and development. There are a number of elements that are interconnected with the goals and policies of the Housing Element: The Land Use Element, Transportation Element, Economic Development Element, and the Health and Wellness Element.

The Land Use Element seeks to encourage redevelopment and promote infill in strategic areas to create new pedestrian oriented, high-density, mixed-use, and transit-oriented development, especially around the proposed Dumbarton Rail station and Old Town neighborhood. The Land Use Element seeks to ensure that the design of new development is responsive to existing residential neighborhoods and community character. The Land Use Element's policies and actions encourage new housing opportunities for all residents, through increasing ADU production and inclusionary zoning, to co-locate services, parks and recreation to increase access to residential opportunities.

The Transportation Element reinforces elements of the Land Use Element through the emphasis on high density, mixed use housing development in proximity to public transportation. The element also looks at the addressing parking requirements for housing to ensure the number of parking spaces is reflective to the use, resident type and location.

The Economic Development Element is focused on the revitalization of the NewPark Mall area, reducing commuter times through jobs housing balance, and ensuring that new development has a positive economic impact for the city.

The Health and Wellness Element looks at connecting land use planning with the reduction of greenhouse gas emissions and general community health through increasing access to healthy foods. This year a new chapter will be added to the Health and Wellness Element, this chapter will work to:

- Reduce **pollution exposure** and improve **air quality**
- Promote access to **public facilities**
- Promote access to **healthy foods**
- Promote **safe and sanitary homes**
- Promote **physical activity**
- Promote **civic engagement**

Upon adoption, this Housing Element will be incorporated into the 2013 General Plan, updating the existing Housing Element. This Housing Element was prepared to maintain internal consistency with other elements of the General Plan. In addition, State law requires that other General Plan elements be reviewed and/or modified upon adoption of the Housing Element. Senate Bill (SB) 1035 requires the safety element to be revised upon update of the Housing Element to include new information on fire hazards, flood hazards, and climate adaptation and

resilience strategies. The City will be updating the Environmental Hazards Element (to be renamed the Safety Element) in conjunction with the 2023-2031 Housing Element update. The City will maintain consistency between the Housing Element and the other General Plan elements so that policies introduced in one element are consistent with other elements.

D. Community Engagement

The City of Newark maintains an ongoing commitment to providing meaningful community engagement in partnership with community based organizations and in collaboration with other city departments in order to reach all segments of the population.Through a multi-pronged and multi-lingual approach, City staff worked to provide opportunities for community engagement over the course of the Housing Element update process.

Findings from the Community Engagement process were used to inform Newark's Fair Housing Assessment and the goals, policies, and programs of the Housing Element update. See Section 3 (Affirmatively Furthering fair Housing) and 6 (Goals, Policies, & Programs) for more information.

Public Comment from HCD review process

During the HCD Review process, the City received comment letters from East Bay for Everyone, Save the Bay, Greenbelt Alliance and the Planning Commission and the public. Comments and responses received during the comment period focused on making adjustments to parking to better facilitate affordable housing development, programs to increase missing middle housing, aligning housing with active transportation investments and concern about housing development in the floodplain areas of the city. Comment letters and responses can be found in Appendix D.

Outreach Methods Utilized:

Social Media

The City and consultants utilized social media promotion for pop up events, promoting the website and a housing survey through Facebook. Content was posted on Facebook pages for the City of Newark, Newark Unified School District, Promotores, and Newark Recreation and Community Services.

Posters and Flyers

In addition to social media, the city used more traditional forms of communication, including the distribution of posters and flyers. Posters were distributed and posted in a variety of public places throughout the city, including parks, community centers, and other public buildings, local

businesses and with faith-based communities. Posters and flyers were translated into Spanish, Simplified Chinese, Vietnamese and Tagalog in order to reach a broad spectrum of the community.

Places the city posted:

- Newark Public Library
- Mel Nunes Skate Park
- NewBark Dog Park
- Restaurants in partnership with community groups
- Senior Center
- Silliman Community Activity Center
- Newark Community Center and childcare center

Flyers were shared at popular and frequented sites in the community and distributed at in-person community events. The flyers had a QR code that connected residents directly to the website and housing survey.

Website

The city also created a unique, dedicated stand-alone website that is translatable in three languages, and also touches on issues of environmental justice. The website is the hub for the community to access information on the housing element update and opportunities for engagement including in-person events, email updates, and our survey.

In Person Engagement: Meeting The Community Where They Are

The city conducted in person community engagement in a variety of locations and events around the city. They engaged with residents at Family Day in the Park on April 9, 2022, spent time connecting with folks at the Newark Public Library on a busy Saturday, visited the senior center for Bingo, and Tri City food pantry mobile pop up. These provided an opportunity for city staff to answer questions, and encourage residents to take part in the housing survey.

One On One Interviews and Listening Sessions

The city conducted one-on-one interviews with staff from the Housing Consortium of the East Bay (HCEB), an organization that creates inclusive communities for individuals with developmental disabilities or other special needs, and a member of the Newark Parent leadership team with Newark Unified School district. We gained insight and guidance into the needs of families and those with developmental disabilities.

Meeting with a member of the Newark Parent leadership team, the city heard there needs to be more affordable housing, as families are being displaced, or forced to live in hotels on a short-term basis. The member shared that households are kept out of the rental market due to unattainable

income requirements, and they cited the need for rent control in order to make housing more attainable. There is a need to have more homeownership opportunities that are attainable to a larger demographic. The lack of stable housing and internet access places these children at a disadvantage both educationally, mentally and physically. Increasing access to enrichment and after school activities at the Silliman Center was seen as a beneficial element for the city to develop in conjunction with affordable housing.

Survey

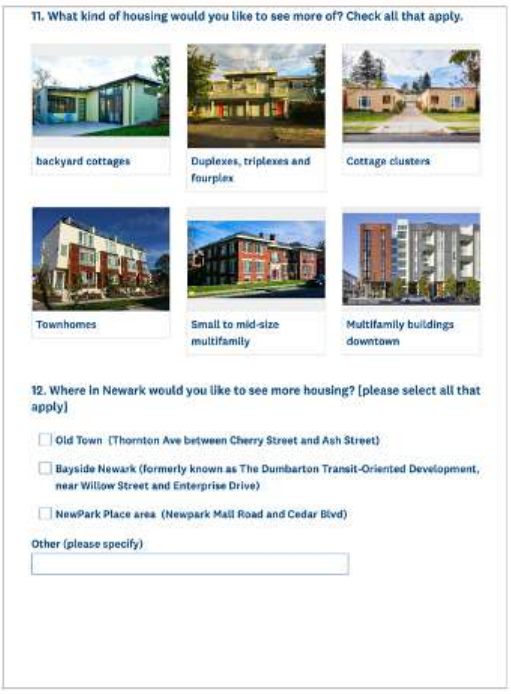
From March 15th through April 30th 2022, 342 people participated in the City of Newark's online community conversation about housing issues and opportunities in Newark. 300 of those responses were in English, 38 in Spanish and 4 in Chinese.

Participants were invited to answer a series of 22 questions covering housing experience and preference, environmental justice and demographic information. The survey was hosted on the SurveyMonkey platform accessible via the city's webpage.

The survey was distributed and advertised in multilingual materials through various platforms to reach as broad of a cross section of the community as possible. It was promoted through the social media pages of the City of Newark, Newark Recreation and Community Services, Newark Police Department, and Newark Unified School District. It was also listed in print newsletters that were sent to all Newark residents, the Clark W. Redeker Newark Senior Center email list, and the Alameda County Health Department Developmental Disabilities council list. To reach those lacking internet access, we conducted in-person outreach at the city's Family Day in the Park event and the Newark Library where residents and workers could take our survey on paper or an iPad.

We also utilized our partnerships with local organizations to share our survey with special needs populations. We worked in partnership with the group Promotores to reach the Latino community. We also reached out to nonprofit organizations that support people experiencing and escaping from domestic violence, and transitioning from homelessness, to share the survey with them. With the intention of connecting with families, we reached out to the Newark Unified School District parent leadership committees, and was able to gain valuable insight into the needs of families in the city.

Essential insight from the survey is that quality of life, in addition to increasing housing affordability and homeownership opportunities for Newark residents is of great importance and concern. For the full survey questions and responses, see Appendix B.



Example survey page

Example flyer

WHAT WE HEARD **Residents are very concerned about housing affordability**

53% of respondents to the English language survey are very concerned about housing affordability. 87% of respondents in the Spanish language survey are very concerned about housing affordability.

The three biggest issues to address for housing affordability:

1. More homeownership opportunities, especially affordable homeownership for first time homebuyers
2. More affordable rental opportunities
3. Low cost home improvements for seniors and low income households

The most urgent affordable housing needs are: housing on both ends of the spectrum. Housing for large families as well as for smaller households.

1. Housing for families: Large and intergenerational. Housing for single parents was brought up in comments repeatedly throughout the survey
2. Housing for smaller households
3. Housing for low income and underserved households
4. Housing for seniors

WHAT WE HEARD **Housing prices have risen, making housing unaffordable to many**

- 40% of respondents are in housing that is not affordable to them
- 17% of respondents are in housing that they can afford but does not meet their needs
- 43% in housing they can afford and like

WHAT WE HEARD **Not everyone feels that they live in a neighborhood of opportunity**

What would make your neighborhood feel like it has more opportunity?

1. City infrastructure that supports physical activity, including sidewalks, bike lanes, parks, and rec centers
2. Affordable, safe, and healthy housing choices
3. Educational opportunities that are academically and culturally supportive

WHAT WE HEARD **People are interested in a variety of housing types**

Residents were most interested in low scale housing types. Backyard cottages were the most favorable housing type. Cottage clusters and Townhomes were similarly favored housing types, while small to mid-size multifamily housing and multi-family buildings downtown were the least favored.

Who We Heard From

There were 342 overall participants, 300 of which responded in English, 38 in Spanish and 4 in Chinese.

There were five demographic questions, including the survey respondent's connection to Newark, living situation, age and race. This information helped us understand if participants were representative of the city's general population and helped us refine subsequent outreach and engagement to improve representation.

In summary, most participants identified as White (31%), followed by Hispanic/Latino (24%) and Asian/Asian American (18%). While nearly half were between the ages of 30 and 49, the remaining were split between people aged 20 to 29 (3%), 50 to 69 (21%), and over 70 (5%). The majority of respondents live in Newark (71%) and in a single family home (57%), and nearly half are homeowners (49%).

Community Meeting

The City held an online community meeting with 50 attendees on June 22 2022, to share with the community the findings from the survey and obtain general feedback on proposed goals and

policies that we had developed in response to research and survey results. We advertised the meeting through email communication to local organizations, posters in laundromats and grocery stores such as 99 Ranch that are located in low-income neighborhoods with a majority of BIPOC community members, as well as on social media sites for the Newark Public Library, the parents of NUSD, community organizations such as the Promotores, and the City of Newark. The meeting provided simultaneous translation in both Mandarin Chinese and Spanish, with small break out groups to help residents feel comfortable discussing their thoughts.

WHAT WE HEARD **Newark needs to plan for climate change**

- Making Newark the green city by the bay: Incorporating and increasing access to public parks, preserving existing ecologically sensitive land, and increasing tree planting to combat increased heat
- Building for energy efficiency: requiring solar panels on homes, insulation, and water conservation
- Increasing access to transportation options: increasing bus access, and building bike lanes to support active transportation with bikes and scooters.
- Building a walkable city: planning housing close to existing amenities such as schools, parks and grocery stores for walkability

WHAT WE HEARD **Residents want to stay in their communities, and right now it's challenging, with many facing displacement**

- Supportive resources: Residents, documented and undocumented, need more support and increased access to housing resources and tenant protections

  "We all deserve housing"

- Innovative programs: Seniors on a fixed income need more support to remain in their homes and communities

  "Developing a shared housing program with others that need a room to rent, connect seniors with single people who need affordable housing. Helps seniors on limited incomes"

- Protect tenants: The city needs programs to combat gentrification such as protections from rapid increases in rent

  "Rents increase but our incomes do not. The median income is really very high for Newark, so you have a lot of people who need housing at the low and very low incomes."

- Build + preserve homes: More affordable housing is needed for a variety of income levels and housing types. Families, and those transitioning out of homelessness are especially in need.

  "It is very hard to move people who have been homeless into permanent housing, we need more options for those that are on SSI and extremely low incomes" – Director of Second Chance

Public Communication for the Draft Housing Element

Newark released the Draft Housing Element for Public Review for 30 days on February 24th, 2023 to March 27th, 2023. The greater Newark community was made aware of the public review and comment period through a variety of channels, including social media, email, the website and a community meeting.

Social media outreach was conducted multiple times a week, with bilingual posts in English and Spanish connecting residents with information about the housing element update such as the release of the draft for comment and the community meeting.

City staff sent out an email announcement that the housing element is available for public comment to 16 community based organizations that are representative of the ethnic and linguistic diversity of Newark. Other organizations included the Alameda County coalition for disability, Def plus, and the domestic violence shelter. Working with the Newark Unified School District, Newark sent out a bilingual community meeting invite over Peachjar, sending the message to parents and caregivers district wide. City staff engaged with the Spanish speaking community, meeting with the local Promotoras group and providing a translated summary of the housing element in Spanish on the website.

Newark hosted a virtual community meeting, the evening of March 22nd, 2023. The meeting provided Spanish and American Sign Language translation to ensure the attendees would be able to participate fully. City staff got the word out through email, social media posts on city and public library sites, and bilingual posters in key locations such as community center, library and laundry mat to reach those without access to the internet.

The website continues to be a source of information for updates on community meetings and Housing Element timelines. A recording providing the public with an overview of the housing element update, how to access and review the draft, the draft goals and a highlight of some of the proposed programs was posted to walk community members through the process.

Detailed Public Comments are provided as Appendix D below.

SECTION 2 HOUSING NEEDS

The Housing Needs Assessment analysis of housing and population characteristics, housing needs for vulnerable population groups, as well as the cities growth and employment, to provide the foundation for the development of the goals, policies and programs to meet the future and current needs of the residents.

This section pulls from various sources, primary data sources were compiled by the Association of Bay Area Governments (ABAG) in 2021. ABAG utilized the US Census, American Community Survey (ACS), the US Department of Housing and Urban Development (HUD), California Department of Finance (DOF), California Employment Development Department (EDD). If possible, data was updated to most recent available data and local sources were utilized.

SUMMARY

- **Population** – Generally, the population of the Bay Area continues to grow because of natural growth and because the strong economy draws new residents to the region. The population of Newark increased by 15.3% from 2000 to 2020, which is above the growth rate of the Bay Area
- **Age** – In 2019, Newark's youth population under the age of 18 was 10,015 and senior population 65 and older was 6,038. These age groups represent 21.2% and 12.8%, respectively, of Newark's population.
- **Race/Ethnicity** – In 2020, 23.7% of Newark's population was White while 3.9% was African American, 33.9% was Asian, and 34.8% was Latinx. People of color in Newark comprise a proportion above the overall proportion in the Bay Area as a whole.[1]
- **Employment** – Newark residents most commonly work in the *Manufacturing, Wholesale & Transportation* industry. From January 2010 to January 2021, the unemployment rate in Newark decreased by 3.7 percentage points. Since 2010, the number of jobs located in the jurisdiction has increased by 4,650 (29.9%). Additionally, the jobs-household ratio in Newark has increased from 1.33 in 2002 to 1.49 jobs per household in 2018.

[1] The Census Bureau's American Community Survey accounts for ethnic origin separate from racial identity. The numbers reported here use an accounting of both such that the racial categories are shown exclusive of Latinx status, to allow for an accounting of the Latinx population regardless of racial identity. The term Hispanic has historically been used to describe people from numerous Central American, South American, and Caribbean countries. In recent years, the term Latino or Latinx has become preferred. This report generally uses Latinx, but occasionally when discussing US Census data, we use Hispanic or Non-Hispanic, to clearly link to the data source.

- **Number of Homes** – The number of new homes built in the Bay Area has not kept pace with the demand, resulting in longer commutes, increasing prices, and exacerbating issues of displacement and homelessness. The number of homes in Newark increased, 11.2% from 2010 to 2020, which is *above* the growth rate for Alameda County and *above* the growth rate of the region's housing stock during this time period.
- **Home Prices** – A diversity of homes at all income levels creates opportunities for all Newark residents to live and thrive in the community.
    - **Ownership** – The largest proportion of homes had a value in the range of $750k-$1M in 2019. Home prices increased by 133.9% from 2010 to 2020.
    - **Rental Prices** – The typical contract rent for an apartment in Newark was $2,110 in 2019. Rental prices increased by 61.1% from 2009 to 2019. To rent a typical apartment without cost burden, a household would need to make $84,720 per year.[2]
    - **Housing Type** – It is important to have a variety of housing types to meet the needs of a community today and in the future. In 2020, 69.6% of homes in Newark were single family detached, 9.5% were single family attached, 4.4% were small multifamily (2-4 units), and 16.5% were medium or large multifamily (5+ units). Between 2010 and 2020, the number of single- family units increased more than multi-family units. Generally, in Newark, the share of the housing stock that is detached single family homes is above that of other jurisdictions in the region.
- **Cost Burden** – The U.S. Department of Housing and Urban Development considers housing to be affordable for a household if the household spends less than 30% of its income on housing costs. A household is considered "cost-burdened" if it spends more than 30% of its monthly income on housing costs, while those who spend more than 50% of their income on housing costs are considered "severely cost-burdened." In Newark, 19.2% of households spend 30%-50% of their income on housing, while 12.4% of households are severely cost burdened and use the majority of their income for housing.
- **Neighborhood** – 9.7% of residents in Newark live in neighborhoods identified as "Highest Resource" or "High Resource" areas by State-commissioned research, while 11.0% of residents live in areas identified by this research as "Low Resource" or "High Segregation and Poverty" areas. These neighborhood designations are based on a range of indicators covering areas such as education, poverty, proximity to jobs and economic opportunities, low pollution levels, and other factors.[3]

[2] Note that contract rents may differ significantly from, and often being lower than, current listing prices.
[3] For more information on the "opportunity area" categories developed by HCD and the California Tax Credit Allocation Committee, see this website: https://www.treasurer.ca.gov/ctcac/opportunity.asp. The degree to which different jurisdictions and neighborhoods have access to opportunity will likely need to be analyzed as part of new Housing

- **Special Housing Needs** – Some population groups may have special housing needs that require specific program responses, and these groups may experience barriers to accessing stable housing due to their specific housing circumstances. In Newark, 7.6% of residents have a disability of any kind and may require accessible housing. Additionally, 18.7% of Newark households are larger households with five or more people, who likely need larger housing units with three bedrooms or more. 11.8% of households are female-headed families, which are often at greater risk of housing insecurity.

A. Population Growth and Trends

In recent decades, Newark's population has seen rapid growth, with an increase of 15.3 percent from 2000 to 2020; this rate is above that of the region as a whole, at 14.8 percent. In 2020, the population of Newark was estimated to be 48,966 (see Table 2-1). From 1990 to 2000, the population increased by 12.2 percent, while it increased by just 0.2 percent during the first decade of the 2000s. In the most recent decade, the population increased by 15 percent. The population of Newark makes up three percent of the population in Alameda County.

Table 2-1: Population Growth Trends

Geography	1990	1995	2000	2005	2010	2015	2020
Newark	37,861	39,681	42,471	43,522	42,573	44,371	48,966
Alameda County	1,276,702	1,344,157	1,443,939	1,498,963	1,510,271	1,613,528	1,670,834
Bay Area	6,020,147	6,381,961	6,784,348	7,073,912	7,150,739	7,595,694	7,790,537

Source: California Department of Finance, E-5 series

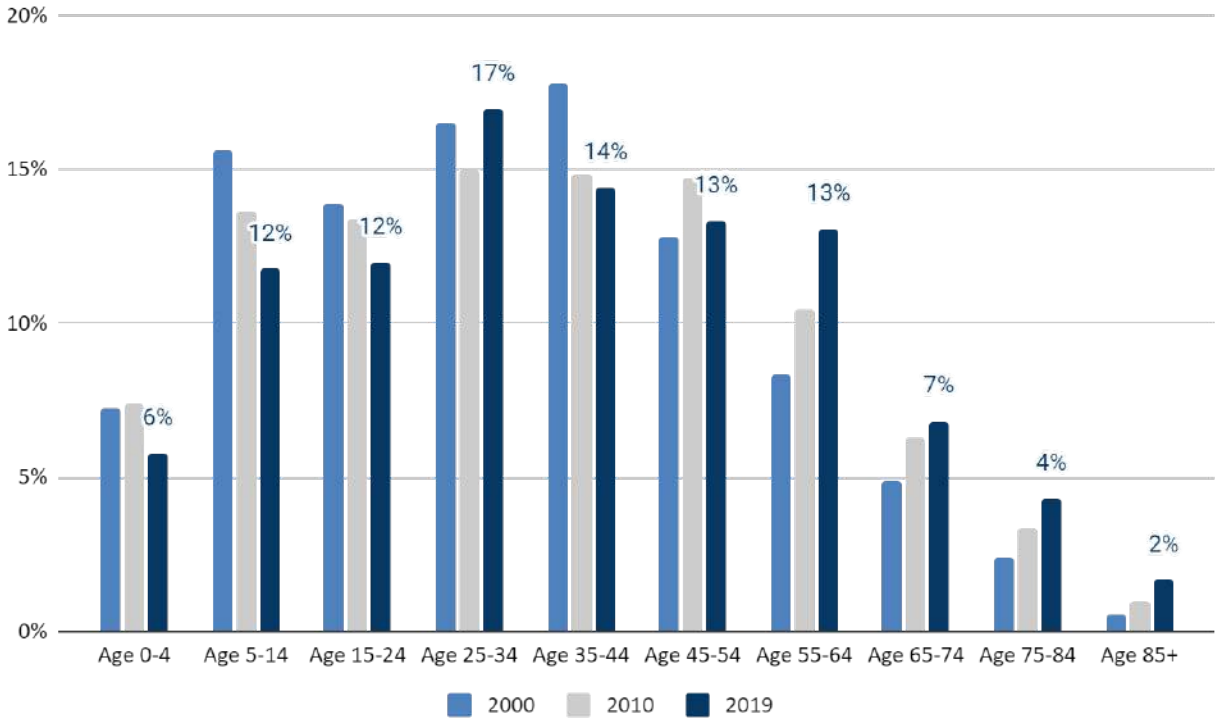
Age

In recent years the population of youth has declined slightly with continued growth in those 55 and over. In 2019, Newark's youth population under the age of 18 was 10,015 and the senior population 65 and older was 6,038. These age groups represent 21.2 percent and 12.8 percent of Newark's population. Figure 2-1 shows slight increases in population in the 25-34 age group, and the 55 to 64+ age group. The increase in senior population can possibly be attributed to the establishment of a new affordable senior housing development. Community members have shown a preference for more walkable, mixed-use neighborhoods that are close to work, schools, parks, and amenities. The majority of seniors prefer to stay in their homes and communities, known as *aging-in-place*. Yet many live on fixed incomes and may have mobility issues as they age, which

Element requirements related to affirmatively furthering fair housing. ABAG/MTC will be providing jurisdictions with technical assistance on this topic this summer, following the release of additional guidance from HCD.

require supportive services. Similar financial and mobility obstacles exist for many of Newark's households with special needs. Younger generations are less likely to own homes and have less savings than previous generations; they are more likely to live alone and delay marriage. Yet, many are growing their families, reflected by a higher percentage of families with children in Newark versus the County and Bay Area, and therefore may be in greater need of support when purchasing their first home. Coupled with increasing housing prices, it is more difficult for younger generations to rent or purchase a home than it is for current residents. For these reasons, Newark residents consider the three biggest issues to address housing affordability as: (1) more homeownership opportunities, especially for first time homebuyers; (2) more affordable rental opportunities; and (3) low cost home improvements for seniors and low income households. We therefore must address how to support our seniors as they get older so they can stay in their homes and communities, and make sure young people and households with special needs, new families, and our workers can find housing that is affordable and accessible.

Figure 2-1: Population by Age, 2000 to 2019



Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019, Table B01001

Race & Ethnicity

Since 2000, the percentage of residents in Newark identifying as White has decreased – and at the same time, the percentage of residents of all *other* races and ethnicities has *increased* – by 18.6 percentage points, with the 2019 population standing at 11,168 (see Table 2-2). In absolute terms, the *Asian / API, Non-Hispanic* population increased the most while the *White, Non-Hispanic* population decreased the most. In 2020, 23.7 percent of Newark's population was White while four percent was African American, 33.9 percent was Asian, and 34.8 percent was Latinx. People of color in Newark comprise a proportion above the overall proportion in the Bay Area as a whole.[4] When planning for housing, we need to consider a variety of housing needs—like larger homes for multi- generational families or those with more children—and how to create opportunities for everyone to access quality, affordable housing near schools, transit, jobs, and services.

Past exclusionary practices have prevented people of color from purchasing homes, living in certain neighborhoods, and building wealth over time. As a result, they are more likely to experience poverty, housing insecurity, displacement, and homelessness. And while many of our communities are very diverse, we are still contending with segregation and a lack of equitable opportunities. To help prevent displacement due to gentrification and to create a future where it is possible for everyone to find the housing they need, it will be important to plan for a variety of housing types and affordability options in all neighborhoods.

Table 2-2: Population by Race 2000 to 2019

Year	American Indian or Alaska Native	Asian / API	Black or African American	White	Other Race or Multiple Races	Hispanic or Latinx
2000	148	9,329	1,639	17,103	128	12,145
2010	95	12,005	1,908	11,726	1,845	14,994
2019	130	16,002	1,818	11,168	1,661	16,392

Source: U.S. Census Bureau, Census 2000 SF1, Table P12; U.S. Census Bureau, Census 2010 SF1, Table P12; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001

[4] The Census Bureau's American Community Survey accounts for ethnic origin separate from racial identity. The numbers reported here use an accounting of both such that the racial categories are shown exclusive of Latino status, to allow for an accounting of the Latinx population regardless of racial identity. The term Hispanic has historically been used to describe people from numerous Central American, South American, and Caribbean countries. In recent years, the term Latino or Latinx has become preferred. This report generally uses Latino, but occasionally when discussing US Census data, we use Hispanic or Non-Hispanic, to clearly link to the data source.

Employment Characteristics

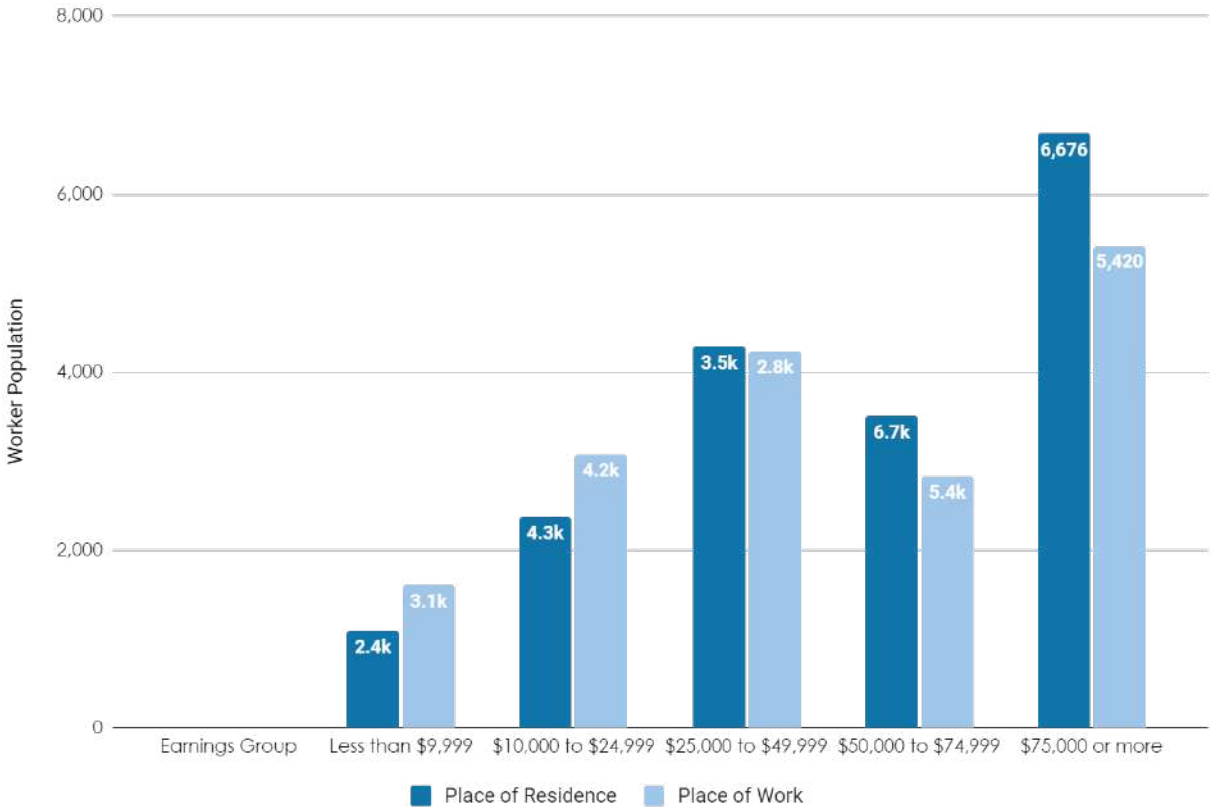
By 2050 the number of jobs in South Alameda County will increase to 221,000, 19% of the projected growth for the County[5] In Newark there are 17,935 employed residents, and 17,168 jobs[6] - the ratio of jobs to resident workers is 0.96; Newark is *a net exporter of workers*. Despite the overall job growth expected in the county, 92 percent of Newark residents work outside of the City, with a greater number today employed in the peninsula and Silicon Valley.

Figure 2-2 shows the balance when comparing jobs to workers, broken down by different wage groups, offering additional insight into local dynamics. A community may offer employment for relatively low- income workers but have relatively few housing options for those workers - or conversely, it may house residents who are low wage workers but offer few employment opportunities for them. Such relationships can potentially contribute to an unbalanced demand for housing in particular price categories. A relative *surplus* of jobs relative to residents in a given wage category suggests the need to import those workers, while conversely, surpluses of workers in a wage group relative to jobs means the community will export those workers to other jurisdictions. Newark has more low-wage *jobs* than low-wage *residents* (where low-wage refers to jobs paying less than $25,000). At the other end of the wage spectrum, the city has more high-wage *residents* than high-wage *jobs* (where high-wage refers to jobs paying more than $75,000). In addition to the inflow of workers, our population is growing naturally, meaning more people are living longer while our children are growing up and moving out into homes of their own. All of this impacts housing demand.

[5] Plan Bay Area 2050 Projected Growth Pattern.

[6] Employed *residents* in a jurisdiction is counted by place of residence (they may work elsewhere) while *jobs* in a jurisdiction are counted by place of work (they may live elsewhere). The jobs may differ from those reported abode as the source for the time series is from administrative data, while the cross-sectional data is from a survey.

Figure 2-2: Wage or Works by Place of Residence and Work, by Income, 2015- 2019



Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019, Table B08119, B08519

B. Housing Tenure

The 2020 Decennial Census estimates a total of 15, 371 housing units in Newark, with 14,946 as occupied housing units . Of these occupied housing units, 10,185 or 68 percent were owner occupied and 4,761 or 32 percent were renter occupied, compared to approximately 47 percent of Alameda County households that rent and 44 percent of Bay Area households.

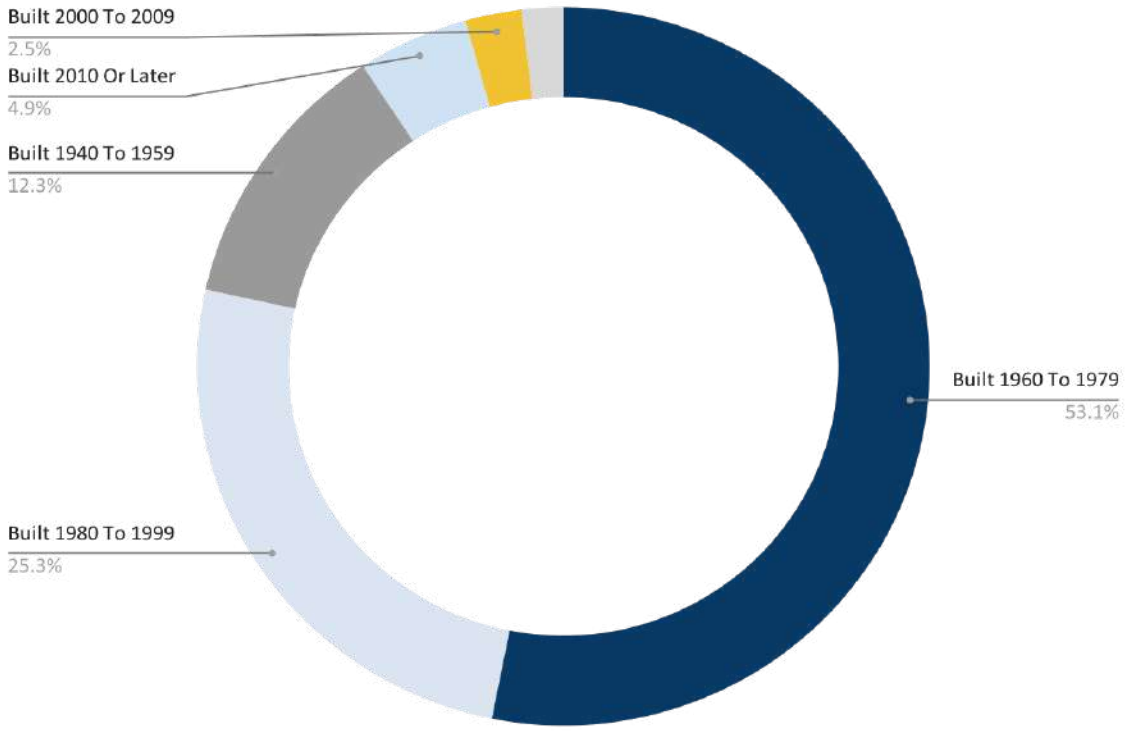
Housing Stock Characteristics

This section examines housing stock in Newark from age, condition, type to understand current and emerging needs and analyzing vacancy and cost to understand the affordability.

Housing Age and Type

Housing in Newark was primarily built before 1980, with 53 percent built from 1960 to 1979 (see Figure 2-3). In 2020, 70 percent of homes in Newark were single family detached, 9.5 percent were single family attached, four percent were small multifamily (2-4 units), and 16.5 percent were medium or large multifamily (5+ units). Between 2010 and 2020, the number of single-family units increased more than multi-family units. Generally, in Newark, the share of the housing stock that is detached single family homes is above that of other jurisdictions in the region. With 10,385 single family homes in 2020 and 659 two to four unit homes, there is opportunity for Newark to support the increase of missing middle housing types. Programs such as SB9 can further support these efforts, as well as program H2.8 Zoning for Missing Middle Housing.

Figure 2-3: Housing Age



Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019: Table B25034

Table 2-3: Number and Type of Housing Units in Alameda County 2022

POPULATION			HOUSING UNITS												
City	Household	Total Housing Units	Single Family Detached		Single Attached		Two to Four		Five Plus		Mobile Homes		Occupied	Vacancy Rate	Persons per Household
			#	%	#	%	#	%	#	%	#	%			
Alameda	75,677	33,524	13,993	41.7%	3,482	10.4%	6,003	17.9%	9,920	29.6%	126	0.4%	31,473	6.1%	2.40
Albany	18,450	7,946	4,864	61.2%	277	3.5%	954	12.0%	1,823	22.9%	28	0.4%	7,545	5.0%	2.45
Berkeley	105,151	52,921	21,534	40.7%	2,128	4.0%	10,307	19.5%	18,730	35.4%	221	0.4%	48,377	8.6%	2.17
Dublin	68,482	24,977	13,331	53.4%	3,524	14.1%	812	3.3%	7,254	29.0%	56	0.2%	24,040	3.8%	2.85
Emeryville	12,396	7,656	424	5.5%	406	5.3%	766	10.0%	6,023	78.7%	36	0.5%	7,025	8.2%	1.76
Fremont	227,195	79,749	44,781	56.2%	10,210	12.8%	2,718	3.4%	21,314	47.6%	725	0.9%	76,507	4.1%	2.97
Hayward	156,757	52,870	27,328	51.7%	5,599	10.6%	3,063	5.8%	14,476	53.0%	2,403	4.5%	50,794	3.9%	3.09
Livermore	85,444	33,087	22,536	68.1%	3,218	9.7%	1,652	5.0%	5,140	22.8%	541	1.6%	31,968	3.4%	2.67
Newark	47,029	15,811	11,040	69.8%	1,457	9.2%	688	4.4%	2,626	23.8%	0	0.0%	15,329	3.0%	3.07
Oakland	414,325	183,729	75,322	41.0%	7,115	3.9%	33,457	18.2%	67,272	89.3%	562	0.3%	171,880	6.4%	2.41
Piedmont	10,973	3,964	3,679	92.8%	68	1.7%	138	3.5%	78	2.1%	0	0.0%	3,846	3.0%	2.85
Pleasanton	76,830	29,750	18,004	60.5%	2,858	9.6%	1,687	5.7%	6,806	37.8%	395	1.3%	28,581	3.9%	2.69
San Leandro	87,506	32,952	19,659	59.7%	2,008	6.1%	1,952	5.9%	8,436	42.9%	898	2.7%	31,851	3.3%	2.75
Union City	67,434	21,947	13,762	62.7%	2,856	13.0%	821	3.7%	3,489	25.4%	1,019	4.6%	21,467	2.2%	3.14

Source: California Department of Finance, City/County Population Estimates, E5, 2022

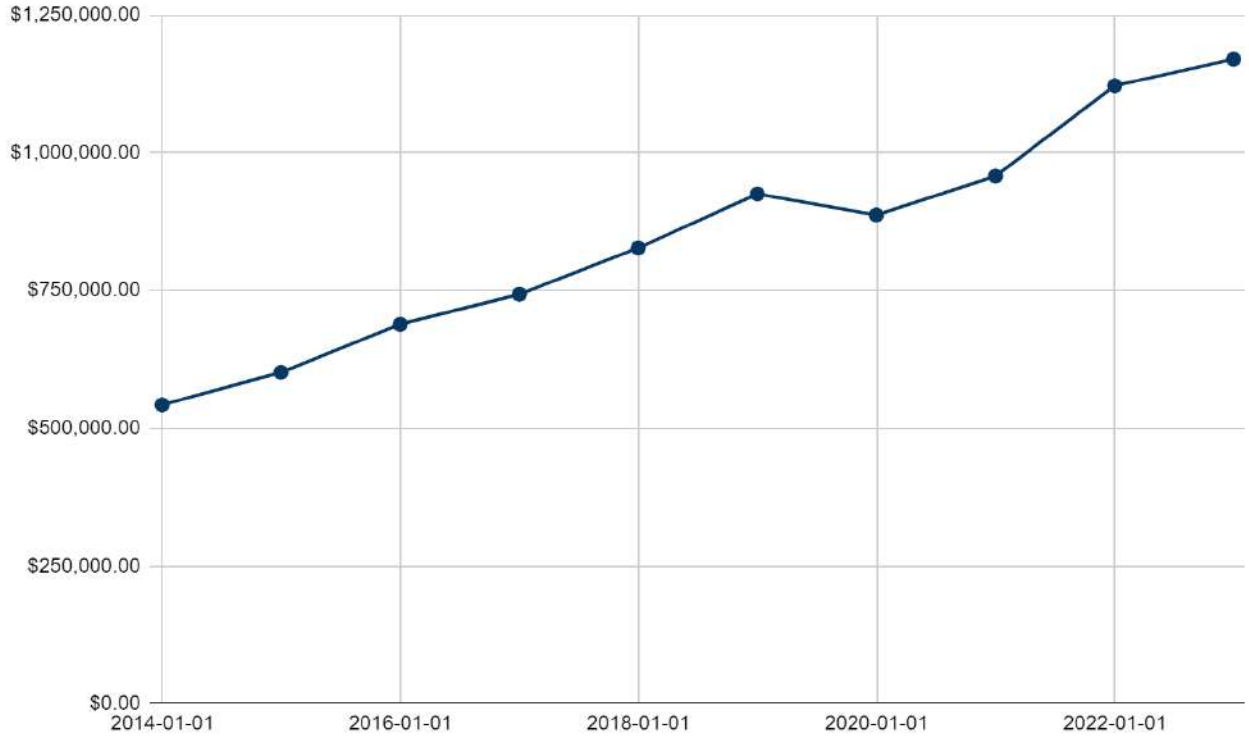
Housing Cost and Vacancy

Housing Costs and Vacancy have a pronounced effect on residents' ability to find housing that is affordable , that fits their needs, and be able to purchase a home, allowing them to build equity and stability in the community. Newark has experienced increasing housing costs over the past decade. The Zillow Home Value Index shows home prices $ 542,000 in 2013, to more than double that in 2022, with an average home value of $1,169,000. Coupled with low vacancy rates of three percent, Newark residents face numerous housing challenges. In relation to other cities in Alameda County, Newark provides fewer housing options, but has a similar percentage of housing types as Union City, and fewer five plus units than Fremont. Only Newark and Piedmont do not have any mobile homes.

In relation to Alameda County and the Bay Area, Newark has a lower percentage of vacancies, with a 3 percent total vacancy rate(Table 2-3) 14 % of rental units are vacant, in comparison to Alameda County at 24 % and the Bay Area at 26% (Figure 2-8). The largest vacancies are for units that are for sale at 23% and for seasonal use at 30%. Taking into account the increase in housing prices over the last 10 years, with a significant spike in 2018, brings ownership costs to over $900,00, the large vacancy rates for homes sales correlates. Throughout community engagement, community members echoed the data to share that housing costs are too high and unattainable for current residents. In response, programs such as H2.2 an Accessory Dwelling Unit program to incentivise and support the increased development of ADU production, Program H2.6 to Work in Partnership with Newark Unified School District to find creative ways to utilize school properties, Program H2.7 the Affordable housing fund to support non profit developers in developing affordable housing, H4.4 the Small Sites program supports the purchase of small scale multi family housing by affordable housing organizations and H5.1 First Time Homebuyer Assistance. As seen in Figure 2-7, BIPOC communities have lower rates of home ownership, and programs such as H5.1 will focus on supporting those populations.

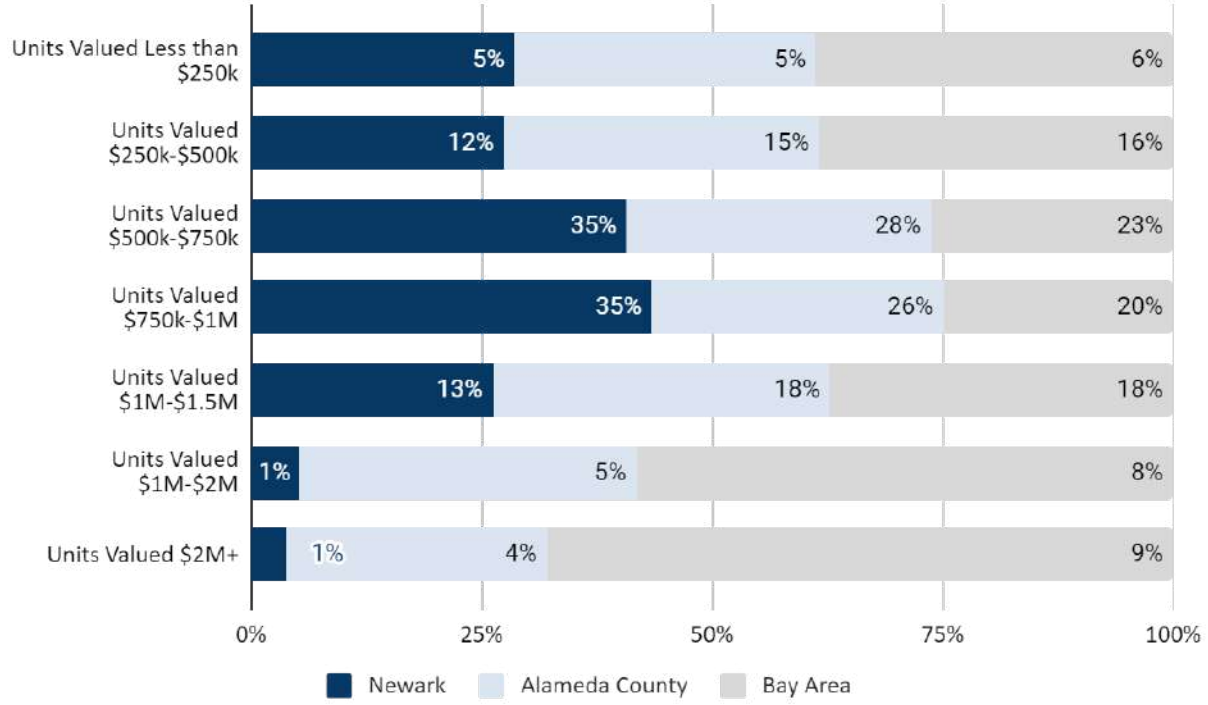
Figure 2-4: Newark Zillow Home Value Index, 2013 -2022

The ZHVI is a smoothed, seasonally adjusted measure of the typical home value and market changes across a given region and housing type. The ZHVI reflects the typical value for homes in the 35th to 65th percentile range. The ZHVI includes all owner-occupied housing units, including both single-family homes and condominiums.



Source: Zillow Home Value Index (ZHCI) 2013-2022

Figure 2-5: Home Values of Owner Occupied Units, 2015-2019



Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019, Table B25075

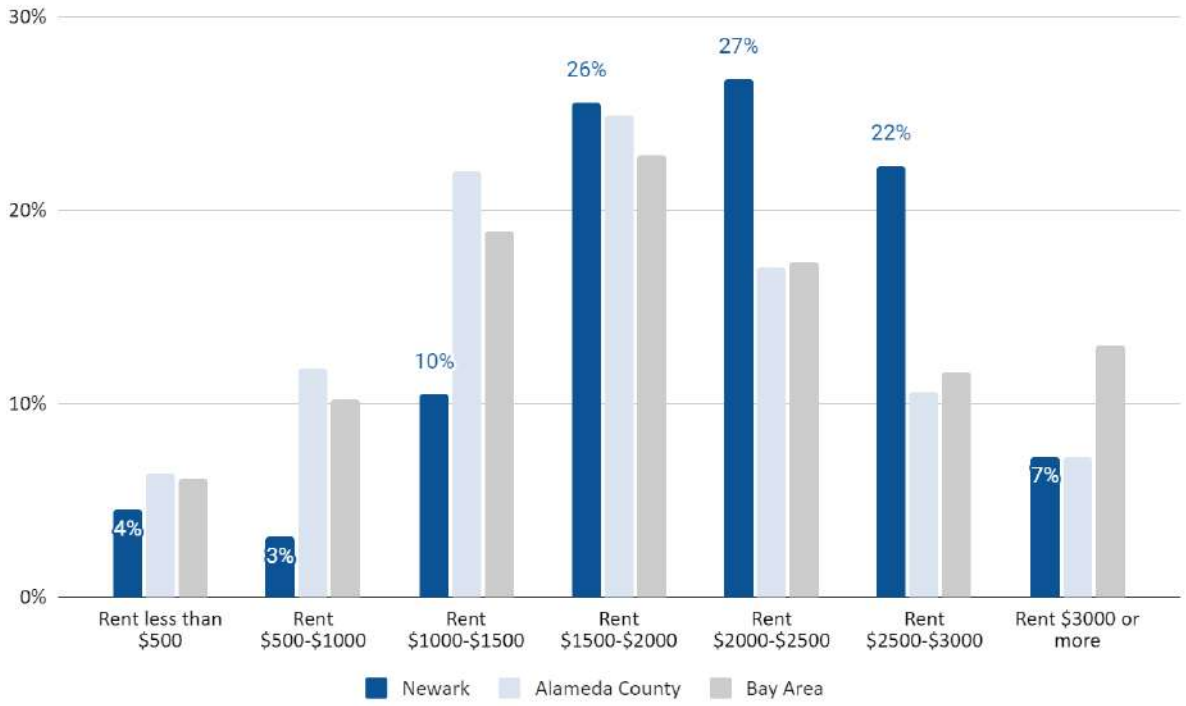
Rental Cost and Affordability

With the recent increase in rents in the Bay Area, affordable housing has become much harder for lower- and moderate-income households to find. This rent burden is an important issue for many households. In Newark 44 percent of rents are from $2,000 to $3,000 dollars per month from the 2021 American Community Survey. Conversely, only 17 percent of residents pay between $500 and $1,500 dollars per month. An indicator of the few choices available for deed restricted affordable housing in the City, which is consistent with what we have heard from community members. This is a slight change from 2019, with a reduction of those paying $1,00 to $2,500 (see Table 2-4), and a sharp increase in those paying $3,000 dollars or more, from 7 percent in 2019 to 20 percent in 2021. The percentage of those paying $500 to $1,000 dollars per month doubled from 3 percent to 6 percent, potentially tied to new affordable senior housing developments.

Newark, in relation to Alameda County and the Bay Area, has an average of 24 percent of residents paying from $2,000 to $3,000 dollars in rent, a higher percentage than both Alameda and the Bay Area with an average of 14 percent (Figure 2-6). In Newark 3 percent of residents were paying $500 to $1,000 dollars per month in cash rent, significantly fewer in comparison to Alameda County at 12 percent and the Bay Area at 10 percent. This wide discrepancy could be attributed to the lack of deed restricted affordable housing, an abundance of single family homes,

and general housing pressure from high wage earners of Silicon Valley. Table 2-5 shows most recent rents show a general increase in rents from the previous years, with housing for two and three bedrooms seeing the largest increases. With some of the largest family sizes in Alameda County, this places extreme pressure on larger families looking for housing. Housing for large families is one of the key populations the city is focusing on for new housing through their Affordable Housing Action Plan. Programs such as H 2.1 and H2.2 will open up new housing opportunities for residents. H2.7 provides funding for affordable housing developments in Newark.

Figure 2-6: Rents for Renter Occupied Units in Newark, Alameda County, and the Bay Area, 2015- 2019



Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25056

Table 2-4: Newark Cash Rent, 2021

Rent	Percent	Population
Less than $500 per month	5%	220
$500 to $1,000 per month	6%	270
$1,000 to $1,500	6%	280
$1,550 to $2,000	18%	799
$2,000 to $2,500	22%	979
$2,500 to $3,000	22%	958
$3,000 or more	20%	860
Total with cash rent	**100%**	**4,366**

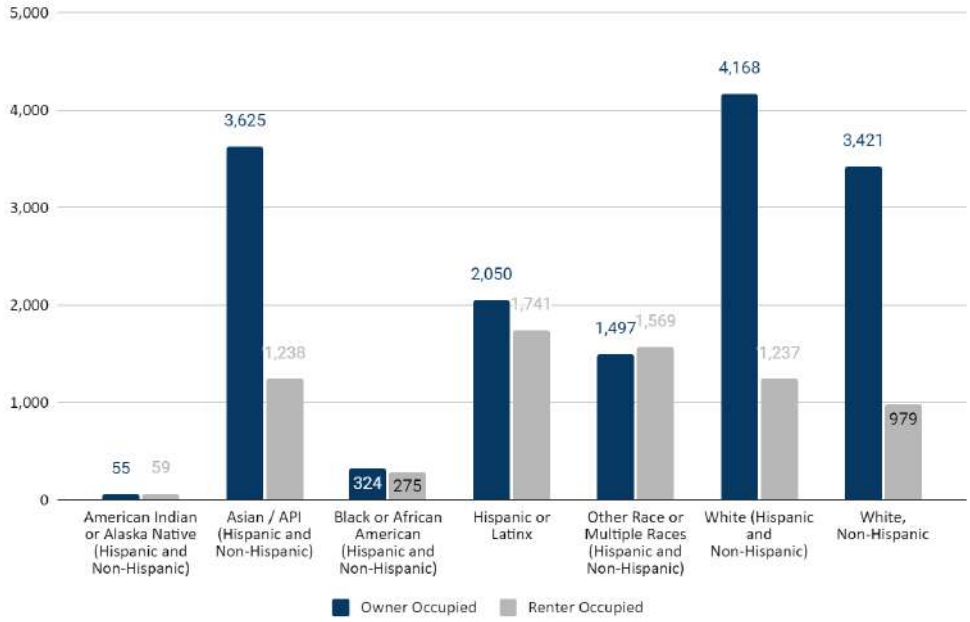
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2017- 2021), Table B25056

Table 2-5: Newark Rents, 2023

Unit	Average Rent	Year over year change
Studio	$1,600	+$200
One Bedroom	$2,300	+$55
Two Bedroom	$2,900	+$299
Three Bedroom	$3,750	+$314
Four Bedroom +	$4,950	+$133

Source :Zillow.com, accessed June 21st, 2023

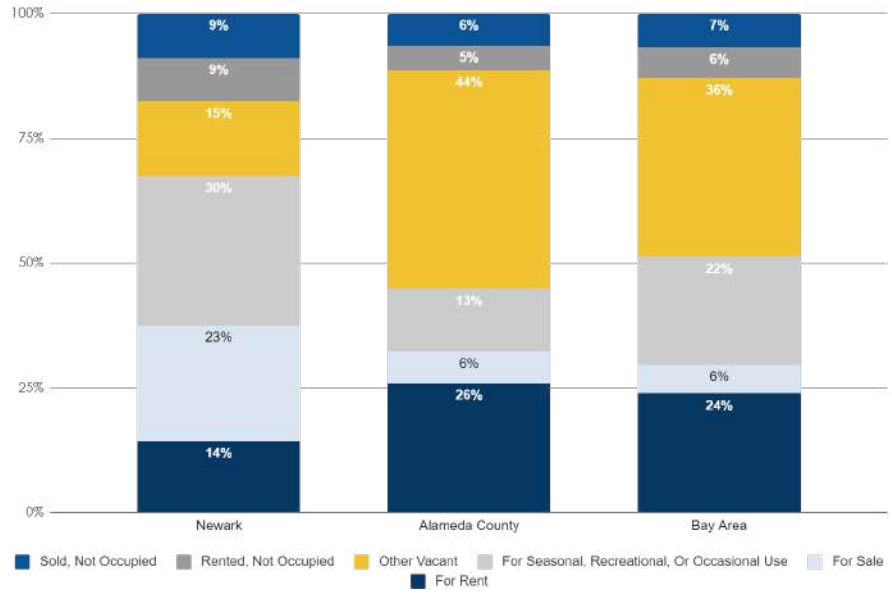
Figure 2-7: Housing Tenure by Race, 2015- 2919



Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019, Table B25003 (A-1)

Vacancy Rate

Figure 2-8: Vacant Units By Type, 2015- 2019



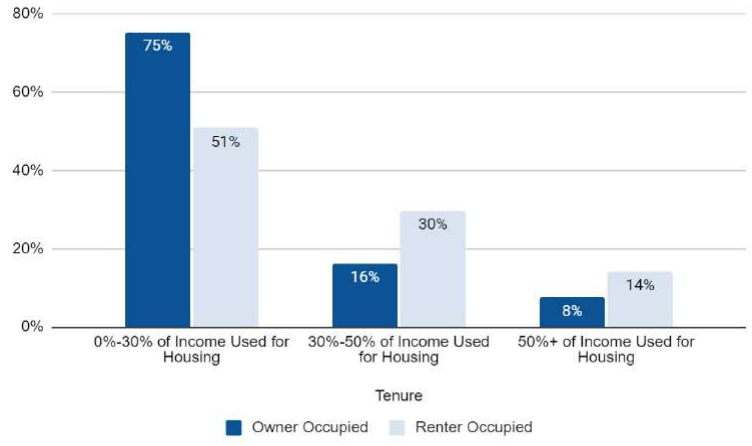
Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019, Table B25004

Overpayment and Overcrowding

Overall, many residents are paying too much for housing, while many others have been priced out entirely. If a household spends more than 30 percent of its monthly income on housing, it is considered cost-burdened. If it spends more than 50 percent, it is considered severely cost-burdened. In Newark, 12 percent of households spend 50 percent or more of their income on housing, while 19 percent spend between 30 to 50 percent. However, these rates vary greatly across income and race. Of those who are extremely low income—making 30 percent or less of the area median income (AMI)— 365 renter households, or 51 percent, spend more than half of their income on housing, as do extremely low-income owners at a slightly lower number of 255 households[7]. Figure 2-9 shows that renters are more likely to be cost burdened, with twice the number of renters (30%) spending more than 30 percent of their income on housing compared to 16 percent of homeowners, and 14 percent of renters are severely cost burdened. This leaves them with little to meet other basic needs, such as food and healthcare. Since low-income residents and communities of color are the most cost burdened, they are at the highest risk for eviction, displacement, and homelessness. Through the Inclusionary Housing Ordinance, Newark will be able to support the development of affordable housing throughout the city, with a focus on special populations such as seniors and large families.

Overcrowding is defined by the US Census as households with 1.01 persons or more per room (excluding bathrooms and kitchens). Units with more than 1.5 persons per room are considered severely overcrowded. Newark residents are experiencing both overcrowding and severe overcrowding. Table 2-6 shows Newark with 9 percent of the population living in overcrowded conditions, and three percent in severely overcrowded households.

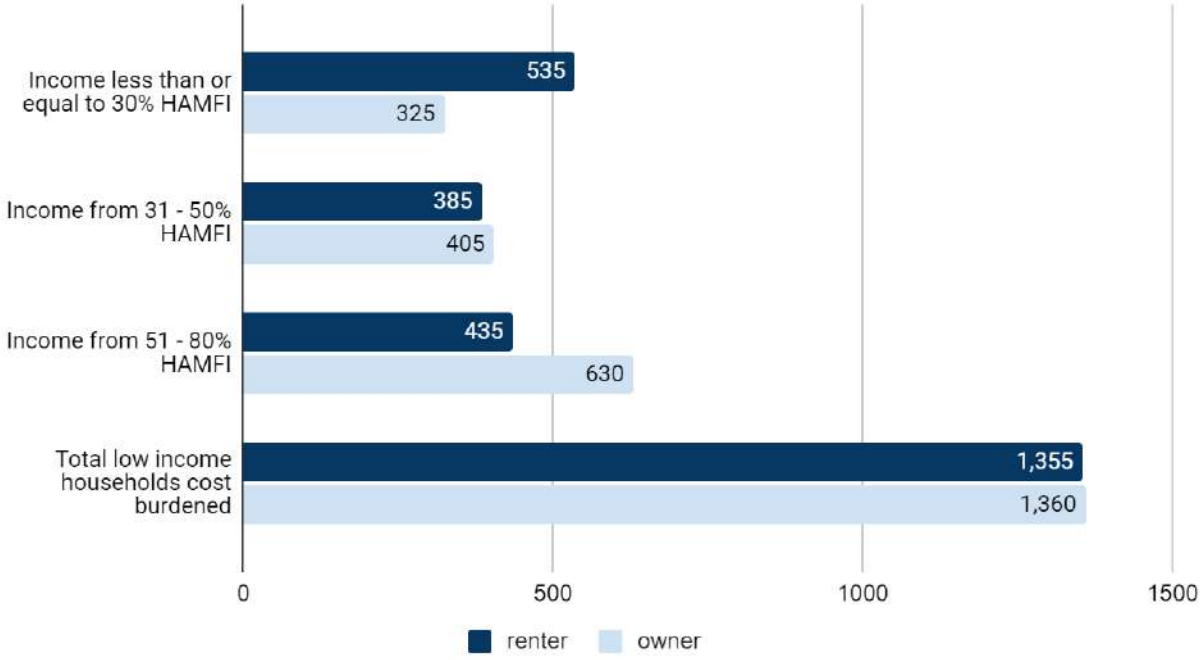
Figure 2-9: Cost Burdened Households, Renters and Homeowners, 2015- 2019



US Census Bureau, American Community Survey, 5 year data, 2015-2019, Table B25070, B25091

[7] Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2015-2019 release

Figure 2-10: Low Income Cost Burdened Households, Renters and Homeowners, 2015- 2019



U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2015-2019 release. Note: For this figure, the definition of cost burdened is spending more than 30% of income on housing.

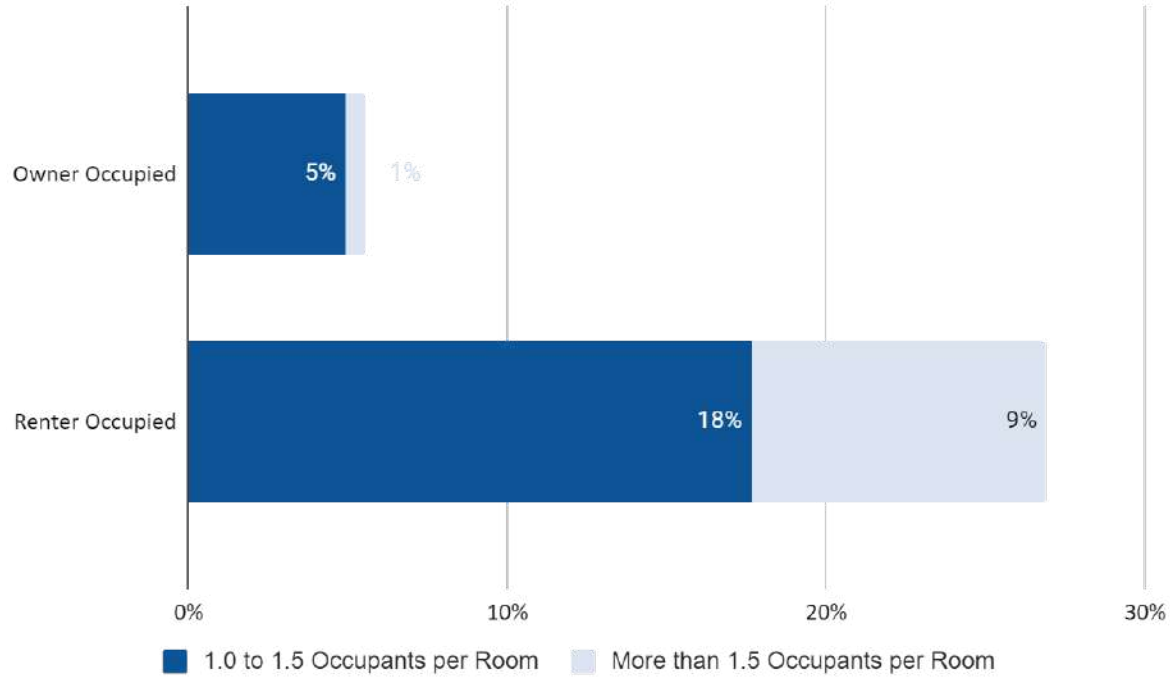
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2015-2019 release

Table 2-6 Overcrowding by Regional Population, 2013-2017

Geography	1.00 occupants per room or less	1.01 to 1.50 occupants per room	1.50 occupants per room or more
Newark	88%	9%	3%
Alameda County	92%	5%	3%
Bay Area	93%	4%	3%

Source: Housing and Urban Development, Comprehensive Housing Affordability Strategy, ACS Tabulation. 2013-2017

Figure 2-11: Overcrowding by Tenure and Severity, 2013- 2017



Source: Housing and Urban Development, Comprehensive Housing Affordability Strategy, ACS Tabulation. 2013-2017

Substandard Housing Units

High housing costs can often result in households, particularly renters, living in substandard conditions to afford housing. Through public comment and mapping of code enforcement reports, there is a high concentration of substandard housing conditions in the Mirabeau and Old Town/ Central neighborhoods from 2018 to the present, some of the oldest housing stock in the city. US Census data shows that a small number of homeowners and renter households experience substandard housing with .3 percent having substandard kitchens. That would translate to 42 homeowners and 37 rental units. Homeowners reported 0.1 percent of homes without adequate plumbing, or 12 homes. There were no rental units reported. Due to the fact that over 50 percent of Newark's housing stock was constructed before 1980, there is potential for other buildings in need of rehabilitation in the near future, and Newark will continue to offer and expand upon home maintenance programs for low and moderate income residents, with a focus on informing residents in the Mirabeau Park and Old Town/ Central Newark neighborhoods. The city has identified 40 units that could use rehabilitation and repair. The existing rehabilitation program has supported about 10 homes per year and with the addition of programs such as H1.1 Housing Rehabilitation and Repair, supporting homeowners with repairs, and H1.2 Citywide inspection program, which will inspect rental properties to ensure safe and healthy living conditions for all will help in addressing these needs and support even more households.

Table 2-7: Substandard Housing Units, 2015-2019

Building Amenity	Owner	Renter
	Percentage	
Kitchen	0.3%	0.3%
Plumbing	0.1%	0.0%

Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019, Table B25053, B25043, B25049

Subsidized Housing Units at Risk

Currently Newark has a total of 274 low income subsidized housing units (Table 2-8), owned by non profit housing developers. Due to the ownership structure of the housing units, the California Housing Partnership finds these units are at low risk of conversion to market rate housing in the next ten years. Newark Station Seniors, Newark Gardens I and Newark Gardens II are senior housing developments in Newark that comprise the total number of subsidized housing units.

Table 2-8: Subsidized Affordable Housing Units at Risk of Conversion to Market Rate 2020

Geography	Low	Moderate	High	Very High	Total Assisted Units in Database
Newark	274	0	0	0	274
Alameda County	23,040	167	189	106	23,502
Bay Area	110,177	3,375	1,854	1,053	116,459

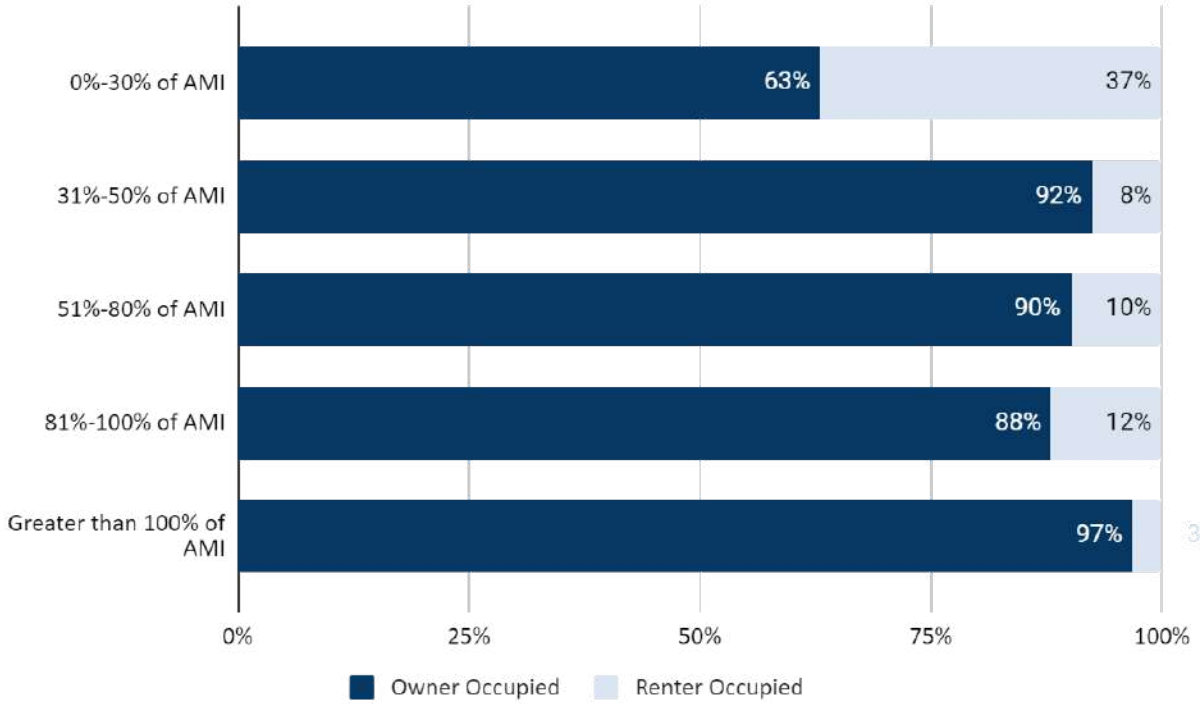
Source: Universe: HUD, Low-Income Housing Tax Credit (LIHTC), USDA, and CalHFA projects. Subsidized or assisted developments that do not have one of the aforementioned financing sources may not be included.

C. Housing Needs for Special Needs Populations

Seniors

Seniors in Newark are a growing population, as long time residents continue to age and the city adds more affordable senior rental housing. As of the 2020 US Census, there are 6,005 Seniors in Newark. Seniors in Newark overwhelmingly are home owners at every income level, with low income seniors having the highest percentage of renters at 37 percent.[8] Low income seniors experience higher rates of cost burden then moderate and above moderate income counterparts. Figure 2-12 shows that 37 percent of very low income seniors are cost burdened with 22 percent extremely cost burdened.

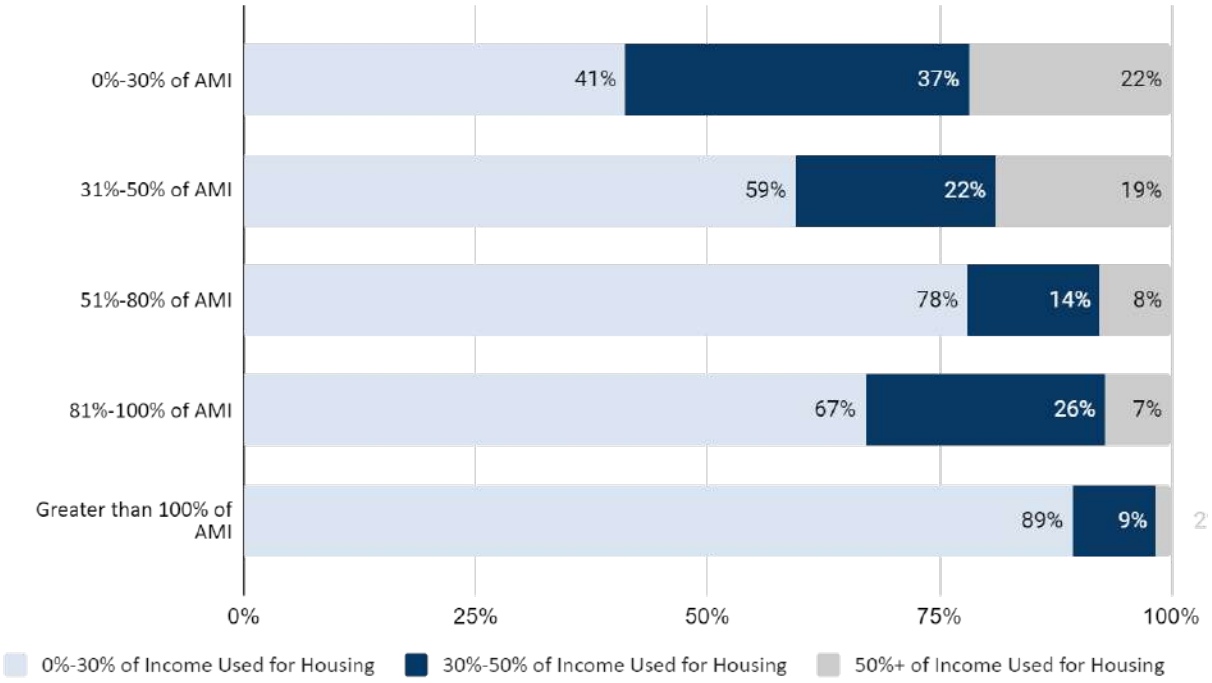
Figure 2-12: Senior Households by Income and Tenure, 2013- 2017



Source: Housing and Urban Development, Comprehensive Housing Affordability Strategy, 2013-2017

[8] Source: US Department of Housing and Urban Development. Comprehensive Housing Affordability Strategy (CHAS) ACS Tabulation, 2013-2017 release

Figure 2-13: Cost Burdened Rates by Income Level, Seniors, 2013- 2017



Source: Housing and Urban Development, Comprehensive Housing Affordability Strategy, 2013-2017

Available affordable housing for seniors in Newark includes: Newark Gardens, Newark Gardens 2 , Newark Station, and Timber Senior Housing is under construction with an anticipated completion later this year. As the senior population continues to grow, there will be increased need for housing that is accessible, affordable to those on fixed incomes and allows residents to age in place. In addition to increased types of housing options, seniors need support with the maintenance of their existing homes and their age and spaces that are accessible. Programs to address the growing senior population are program H1.1 Financial assistance with home repair, the adoption of H2.4 Universal Design Ordinance, and program H4.5 will develop a Shared Housing Partnership.

Disability

People with disabilities often face additional housing challenges. Encompassing a broad group of individuals living with a variety of physical, cognitive and sensory impairments, many people with disabilities live on fixed incomes and often need accessible designed housing to live more independent lives. In Newark, eight percent of the population has a disability of any kind, with the majority being ambulatory (Table 2-9). Due to housing challenges of affordability, accessibility and

discrimination, 87 percent[9] of people with disabilities live with family members in Newark. Partnering with local organizations that serve people with disabilities will support Newark in developing more housing options to meet the diverse needs of this population. Through community engagement we have connected with organizations providing resources and support to those with disabilities: Deaf Plus, Housing Consortium of the East Bay, and Alameda County Public Health Disability Council. **Program H4.7** will identify housing opportunities for those with Developmental disabilities, and **program H2.4** for a Universal Design Ordinance.

Table 2-9: Disability by Type, 2015-2019

Persons with Disability	Percentage
Total percentage of people with Disabilities	8%
With an ambulatory difficulty	4%
With an independent living difficulty	3%
With a hearing difficulty	3%
With a cognitive difficulty	2%
With a self-care difficulty	2%
With a vision difficulty	1%

Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019, Table B18102, B18103, B18104, Table B18105, Table B18105, B18107

People Experiencing Homelessness

People experiencing homelessness have steadily increased in Alameda County since 2017, with 9,747 sheltered and unsheltered people at the most recent point in time count on February 22, 2022. The city of Newark has a documented reduction of people experiencing homelessness, from 89 in 2019, to 58 sheltered and unsheltered people in 2022. The point in time count found a total of 32 unsheltered individuals, with 34 percent, or 11 people, living in a tent, with 8 living outside and 7 in a RV. Fewer people were found living in their car, at 6 people or 19 percent. It is no surprise that the largest number of people outside of shelters are living in tents, as the locations with the highest concentrations of people experiencing homelessness are in the undeveloped areas along highway 84, in the Eucalyptus grove, and along the 880. These sites are all concentrated in the Mirabeau and Mayhews Landing areas, in the northern portion of the city due

[9] Source: California Department of Developmental Services, Consumer Count by California Zip Code and Residence Type (2020).

to the proximity of open space for tents along the freeway.

Although Newark has a significantly lower number of people experiencing homelessness than neighboring jurisdictions, housing and homeless support is the most prevalent service request for Newark callers to the countywide 2-1-1 referral service, representing about 42% of all service requests. Newark residents are seeking referrals for low cost rental listings, rent payment and deposit assistance, supportive and transitional housing, emergency shelter, among other services (Eden I&R Referral Service, January 2020 through March 2022).

Currently Second Chance provides transitional housing for those experiencing homelessness in Newark. The facility has 32 beds, with the shelter at 81 % capacity on the point in time count. In conversation with John Balentine, Executive Director of Second Chance, he shared that as an organization, they budget funds for transportation, providing bus passes and having a van to transport residents if public transportation is not sufficient.

The city has engaged in a number of actions to address homelessness in Newark. There is a partnership with the Fremont Family Resource Center to provide support to Newark households at risk of becoming homeless, and the city was awarded a HomeKey grant to convert the Towne Place Suites extended stay hotel into 124 supportive, affordable residential units known as Cedar Community Apartments. The Housing Navigation Center in Fremont has prioritized space for those experiencing homelessness from the greater Tri City area. The 2021 Housing Navigation Center Annual report showed 8 percent or 6 Newark residents were supported. The City also partners with the city of Fremont to provide access for personal hygiene, with a mobile unit coming to Newark once a week for showers and laundry.

Utilizing American Rescue Plan Act funding, the city is working to establish a local family resource center in the Old Town/ Bayside neighborhood. This resource center would provide an initial point of access to any residents in need of social services. Some services could be accessed directly at the center through third party social service providers or referrals could be made to other agencies,and a space for the Promotores, a local organization for the Latino Community. Most recently the city has created a Homelessness Committee with members from various City departments to develop a cohesive plan to address homelessness and have launched a Human Resources webpage, connecting the community with resources for people experiencing homelessness such as housing, transportation. and food pantries around the city.

The city has developed a number of programs in response to the needs of people experiencing homelessness identified : Program H2.5 will continue to build upon the work the city has undertaken to develop a local response to homelessness. Program H2.10, makes changes to increase uptake of Single Room Occupancy or (SROs), an affordable housing type, Program H4.10, identifies zoning changes for special needs housing, and Program H4.8 connects residents with foreclosure assistance. The following is a list of agencies operating support services, emergency shelters, and transitional and supportive housing in Newark and the surrounding area:

- **Viola Blythe Community Services Center, Newark.** Viola Blythe provides services for Children, men, women and families in immediate need can use the services and programs of the Viola Blythe Community Service Center. No fees are charged for any services provided. Some services include food distribution, baby food and formula, clothing, children's shoe fund, and referrals to other agencies.
- **Clean Start Mobile Hygiene Unit.** For someone experiencing homelessness, keeping yourself and your clothes clean can be incredibly challenging, and can greatly impact your ability to get and keep a job, or simply participate in society. To meet this need, the City of Fremont, City of Newark, and several community partners developed the Clean Start Mobile Hygiene Program to provide much-needed shower and laundry services to our homeless neighbors.This mobile hygiene van travels between Fremont, Newark and Union City each week.
- **Centro de Servicios, Union City**. Centro de Servicios has assisted more than 800 families and individuals every month since its inception in 1974. This nonprofit corporation is a major service provider for the homeless population in Alameda County's Tri-City area. The center provides basic necessities, such as food, clothing, and blankets as well as referrals, counseling, job listings, and workshops to its clients. Recently celebrating 40 years of operations, Centro de Servicios serves over 1,300 families per month, out of multiple locations. Staff estimates that they assist at least 20-50 homeless or at-risk clients from Union City per week. Most (80 percent) of these clients are Latino. Many live in substandard housing, in their cars, or at local parks and campgrounds. Staff makes referrals to nearby shelters, especially Sunrise Village in Fremont and Second Chance in Newark.
- S**econd Chance Addiction Recovery.** Second Chance is a counseling and recovery agency that operates five outpatient centers in addition to a short-term emergency shelter. They have locations in Newark, Hayward, Phoenix, and the Tri-City area. The emergency shelter has 30 beds for single men, women, and for families. Addiction recovery services are provided on-site and there is not typically a waiting list to receive treatment and recovery services.
- **Abode Services (formerly known as Tri-City Homeless Coalition), Fremont**. Abode Services operates nearly 60 primary programs across six counties and has experienced dramatic growth in response to the increasing need for affordable housing and services for homeless people. Abode Services works to provide housing and services to homeless people in the community as they work to help people remain stably housed and live as independently as possible. In 2021 they served 14,700 adults and children across their programs. In Alameda and Santa Clara Counties, Abode offers three main types of services: emergency shelter and street outreach services, supportive housing for formerly homeless families and individuals, and supportive services, such as mental health services and employment support. They provide extensive services to Tri-City residents, including permanent supportive housing, emergency shelter and services at Sunrise Village Emergency Shelter in Fremont, and social and health services though the HOPE Project Mobile Health Clinic. Their programs serve a wide variety of people, including families with

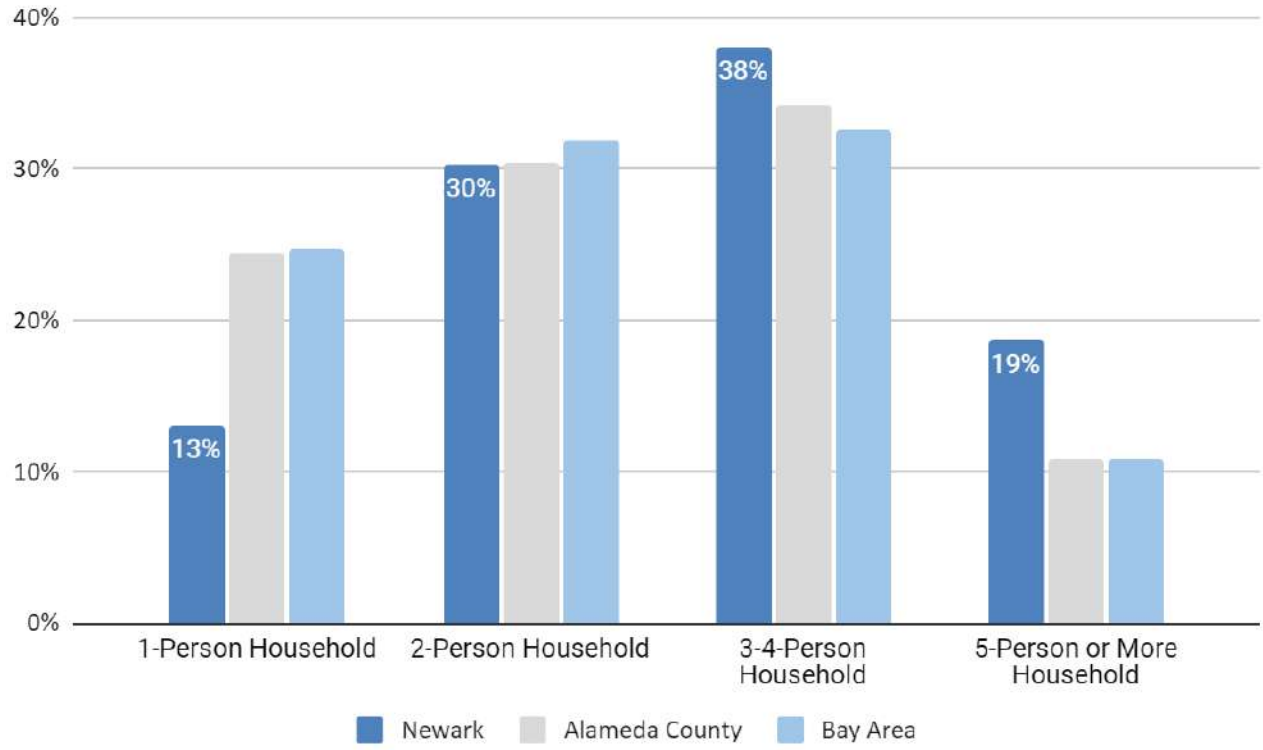
children, at risk youth exiting foster care, veterans and their families, and people who are chronically homeless. In 2021, 5,542 participants throughout Alameda County received support.

- **Safe Alternatives to Violent Environments (SAVE)**. SAVE is a non-profit community-based organization founded in 1976 to address domestic violence. They provide supportive services, advocacy and education, and a 25-bed safe house for families fleeing abuse. From 2020 to 2021, 1,265 participants received critical services from SAVE. SAVE also provided shelter to 98 women and children and provided rent subsidies and ongoing case management to 60 families in the Housing First Program.

Large Households

Large Families are considered to have 5 or more people, bringing about the need for larger housing units with three bedrooms or more. Figure 2-13 shows Newark has a larger percentage of families with 3 or more people than Alameda County and the Bay Area, with 38 percent of households with 3 or more, and 19 percent of households with five or more people. While Newark has a large inventory of single family homes, the cost of rent and ownership place many of these homes beyond reach for families. Families also face costs such as child care, increased transportation and medical care that further reduce their housing budget allowance. The pace of construction of multifamily and affordable units has not kept pace with that of market rate single family homes in Newark. **Program H5.2** Affordable Housing Development Programs work to increase the number of affordable housing constructed in the city. Newark's Affordable Housing Action Plan has identified large families as a community of focus for new housing needs.

Figure 2-14: Households by Household Size, 2015- 2019

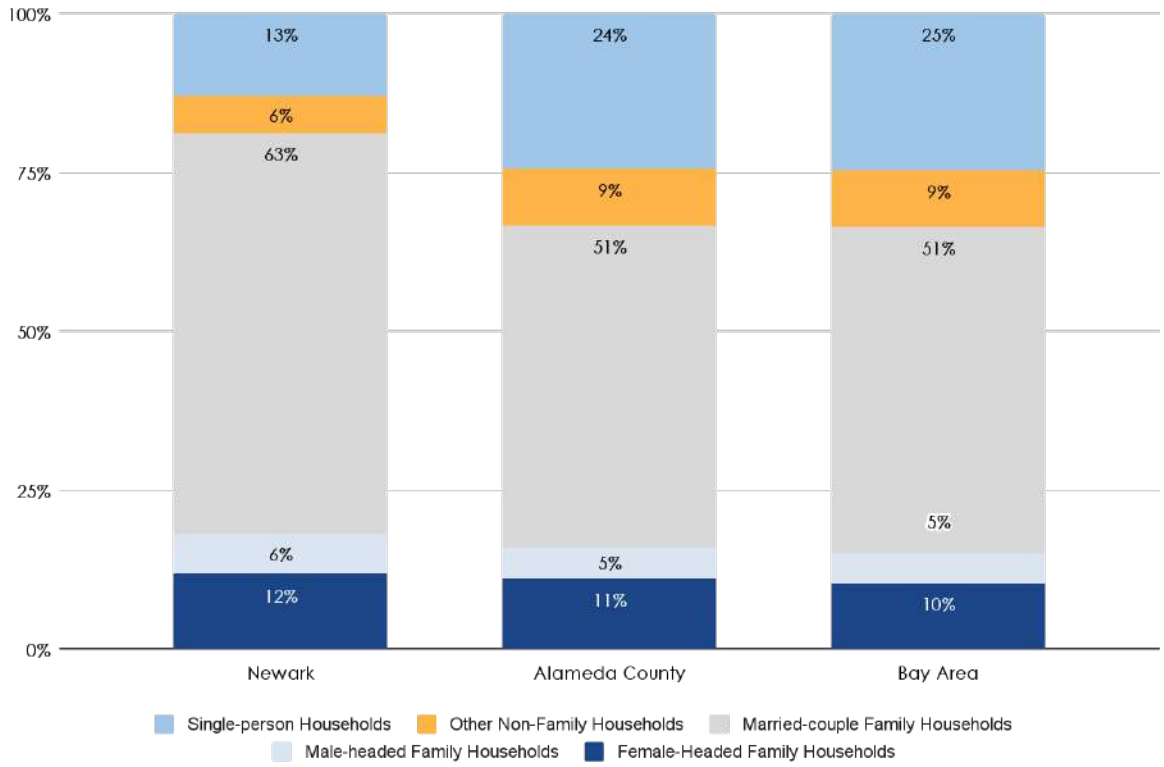


Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019, Table B11016

Female Headed Household

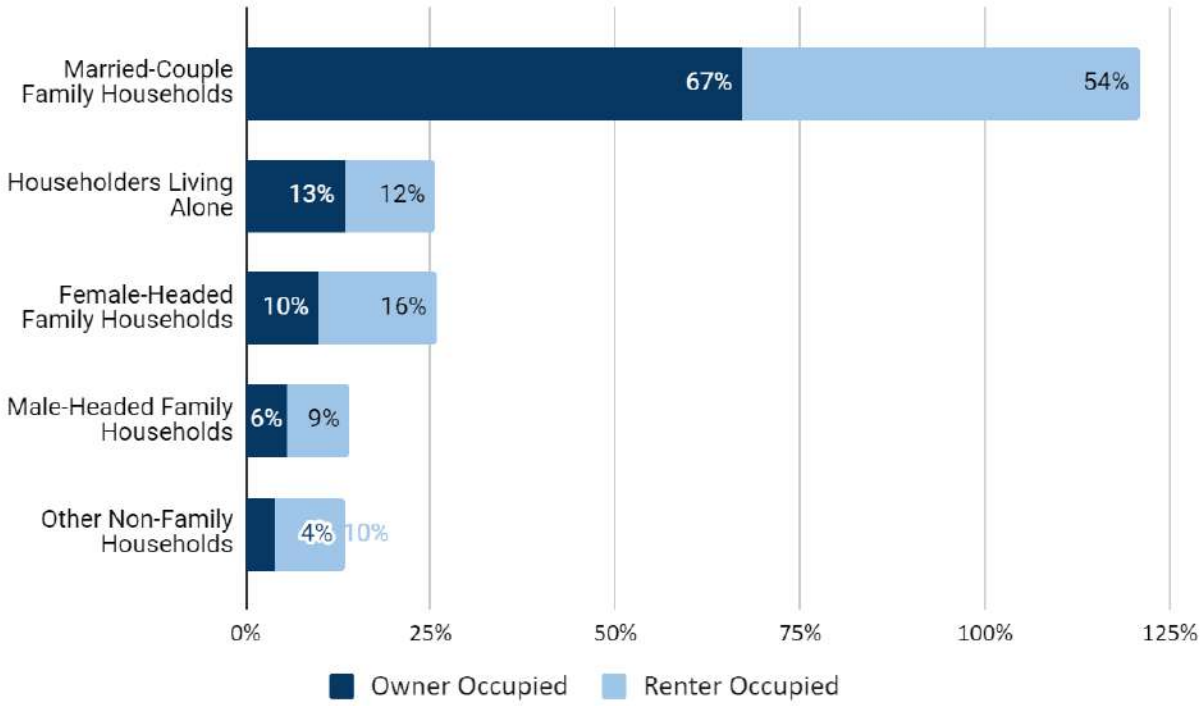
Government Code Section 65583(a)(7) identifies families with female heads of households as a group that may have special housing needs and requires the City to analyze the housing needs of these households. Female-headed households are households led by a single female with one or more children under the age of 18 at home. In Newark, 11 percent of households are female-headed families, which are often at greater risk of housing insecurity. A greater number of single parent headed households are renters, with 67 percent of married households owning homes, compared to 16 percent of female headed households (Figure 2-15). Female headed households have a significantly higher vulnerability to poverty, 22.8 percent of female-headed households with children fall below the Federal Poverty Line, while 5.7 percent of female-headed households without children live in poverty (Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B17012). As Female headed households face challenges of familial housing discrimination, limited income due to wage discrimination against women makes this population have higher rates of poverty and vulnerability to being housing cost burdened.

Figure 2-15: Household Type, 2015- 2019



Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019, Table B11001

Figure 2-16: Household Type by Tenure, 2015- 2019



Source: US Census Bureau, American Community Survey, 5 Year Data, 2015-2019, Table B25011

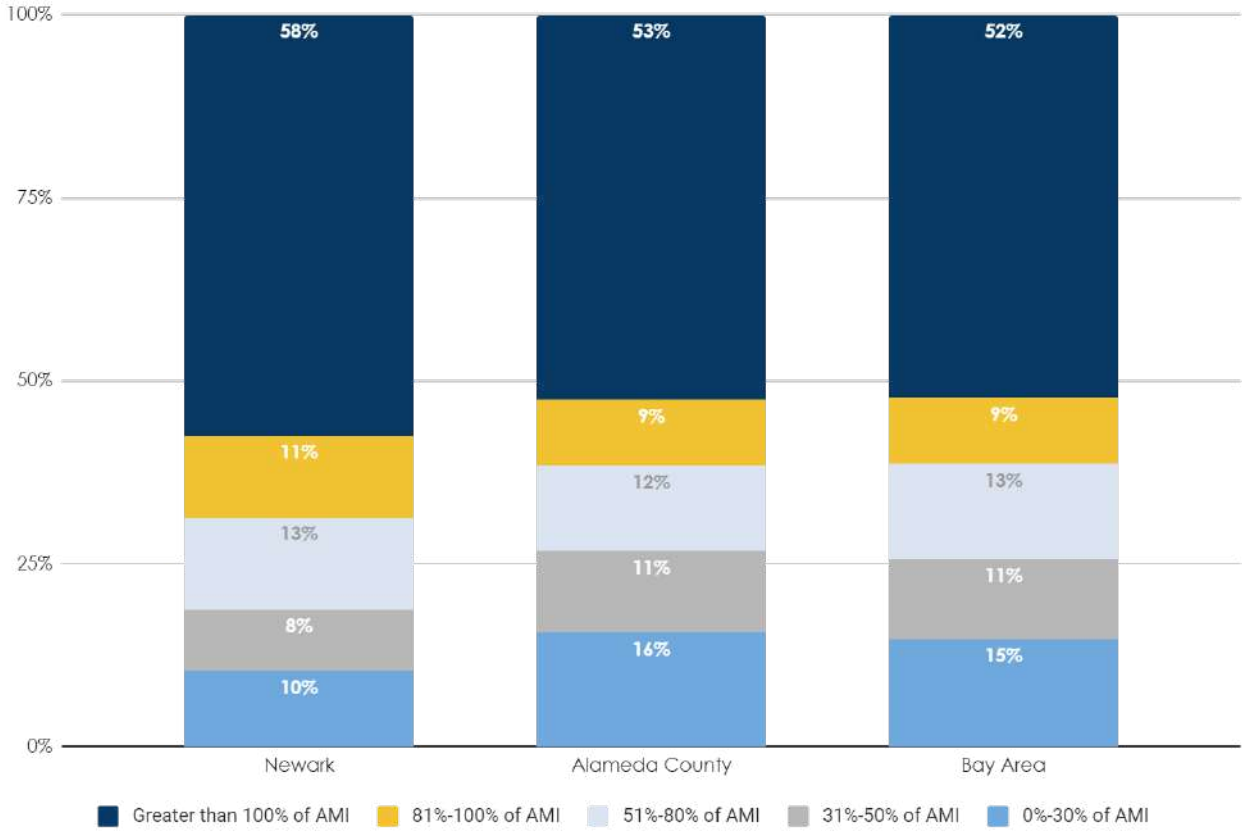
Existing housing need for extremely low-income households

Residents with extremely low incomes, less than 30% of the Area Median Income, face extreme housing challenges due to fixed or low incomes, credit, disability, family structure and access to affordable housing. In Newark, 58% of households make more than 100% of the Area Median Income (AMI), compared to 10% making less than 30% of AMI, which is considered extremely low-income (see Figure 2-17). In Newark, renters are disproportionately experiencing cost burden, with 30 percent of renters cost burdened and 14 percent spending more than 50 percent of their income on housing (Figure 2-9) . Regionally, more than half of all households make more than 100% AMI, while 15% make less than 30% AMI. In Alameda County, 30% AMI is the equivalent to the annual income of $34,850 for a family of four. Many households with multiple wage earners – including food service workers, full-time students, teachers, farmworkers and healthcare professionals – can fall into lower AMI categories due to relatively stagnant wages in many industries.

To estimate the projected housing need for extremely low-income households, 50 percent of Newark's 464 very low-income RHNA units are assumed to serve extremely low-income households. Based on this methodology, the City has a projected need of 232 units for extremely

low-income households over the 2023-2031 Housing Element planning period. More than half of this allocation will be provided through the Cedar Creek Apartments, which is already in the development pipeline and has received $6M in funding support from the City's Affordable Housing Impact Fee Fund. Additional proposed programs to support the housing needs for this population include Program H5.2 Affordable Housing Development Programs work to increase the number of affordable housing constructed in the city.

Figure 2-17: Households by Household Income Level, 2013-2017



Source: Housing and Urban Development, Comprehensive Housing Affordability Strategy, 2013-2017

Farmworkers

The number of farmworkers living in Newark has declined over the years, with the student population at 57 students for the 2019-2020 school year. The previous years saw 79 students for 2017-2018 and 72 for the 2018 to 2019 school year. Table 3-12 shows the trends for both Alameda county and the greater Bay Area see a similar decline in the migrant farmworker student population. Generally, the number of farmworkers living in Alameda county has been declining since 2012, with fewer than 400 residents working in the industry in a permanent position. It is important to recognize that farmworkers could be under-counted by the census due to their

migrant nature. Farming and farmworkers are a significant element of the state's economy, but play less of a role in the Bay Area. Due to lower wages, language barriers, and inconsistent work, farmworkers can have difficulty securing housing, and for these reasons could experience overcrowding and substandard housing conditions. To support these populations, program H2.6 Work in Partnership with Newark Unified School District to ensure that housing resources are reaching families that need them and and Program H5.2 Affordable Housing Development Programs work to increase the number of affordable housing constructed in the city.

SECTION 3 AFFIRMATIVELY FURTHERING FAIR HOUSING

A. Affirmatively Furthering Fair Housing

Historic and current land use policies and planning play a key role in the ability of individuals and families to live in neighborhoods with opportunity, including academically and culturally supportive schools, a wide variety of living wage jobs, and convenient access to transit and services. In response to continued housing discrimination, which prohibits discrimination regarding the sale, rental, and financing of housing based on race, color, religion, national origin, sex, familial status, and disability status — people within protected classes continue to encounter limits in housing choice and mobility. In 2018, the California State Legislature passed Assembly Bill (AB) 686 to expand upon the fair housing requirements and protections outlined in the Fair Employment and Housing Act (FEHA); and, protect the requirement to affirmatively further fair housing (AFFH) as published in the 2015 U.S. Department of Housing and Community Development's (HUD) Affirmatively Furthering Fair Housing Rule. California's Department of Housing and Community Development (HCD) defines AFFH as taking meaningful actions to explicitly address, combat, and reverse disparities resulting from past patterns of segregation to foster more inclusive communities. As part of this, housing elements are required to include the following components:

- **Inclusive and Equitable Outreach:** Housing elements must make an effort to equitably include all community stakeholders in the housing element participation process.
- **Assessment of Fair Housing:** All housing elements must include an assessment of fair housing. This assessment should include an analysis of the following four fair housing issues: integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs, including displacement risk.
- **Analysis of Sites Inventory:** Local jurisdictions must evaluate and address how particular sites available for housing development will meet the needs of households at all income levels. The housing element must analyze and conclude whether the identified sites improve or exacerbate conditions for fair housing.
- **Identification of Contributing Factors:** Based on findings from the previous steps, housing elements must identify, evaluate, and prioritize the contributing factors related to fair housing issues.

- **Goals and Meaningful Actions to AFFH:** Local jurisdictions must adopt fair housing goals and actions that are significant, meaningful, and sufficient to overcome identified patterns of segregation and affirmatively further fair housing. The housing element should include metrics and milestones for evaluating progress and fair housing results.

B. History of the Land and People

The land that is now Newark is the aboriginal homeland to the Muwekma Ohlone Tribe, Ohlone, Confederated Villages of Lisjan and Tamien Nation. Throughout the period of European colonization, aboriginal tribes were removed from their lands and in some circumstances moved into mission settlements, such as the Mission San José, and subjected to religious conversion practices and forced labor. In the Early 20th century Newark was still primarily marshland and waterways leading into the San Francisco Bay. Land speculation brought investors to the area and Newark became home to a dairy farm and tourism from around the county for picnicking and entertainment. Over time a railroad connection was established south to Santa Cruz and North to Alameda and industry followed. Incorporated as a city in 1955, Newark has been the home to steel foundries, manufacturing, and a large and successful solar evaporation of salt production that rivaled the entire Bay Area. Newark's development and land use was divided, with manufacturing isolated to the western portion of the city. The residential portion consisted of single family homes built during the post war building boom that were accessible to white families only through government backed low interest loans provided by the Federal Housing Administration. As manufacturing moved out of Newark in the 1970's and 1980's, Newark has transitioned to an economy of technology and education. The transition has also transformed the city from primarily White to one with a majority of residents from Asia and Latin America.

Ann Marie Sayers, Ruth Orta, Corrina Gould and Caleen Sisk at Living On Ohlone Land, Photo by Christopher McLeod

Although Newark has no redlining maps or racially restrictive covenants on file, de facto discrimination has shaped access to housing historically and into the present day. From discrimination in governmental lending for single family homes, to the real estate industry and personal prejudice, Newark's growth as a city coincided with unregulated racial discrimination in housing during the 1950s and 1960's. Through oral history accounts of Jean Ficklen, founder of Afro-American Cultural & Historical Society and first African American teacher in Newark, we learn of the discrimination her family faced in finding housing in the Bay Area as an African American family in the 1960's. Ms. Ficklen and her family were looking for housing closer to her husband's employment at the Lockheed Missile and Space Center in Sunnyvale, California, a 54 mile commute one way to Richmond where they lived. They found a home in Hayward that they liked, and after meeting with the realtor, were set to move to a house there. The day before they were scheduled to move, the house was no longer available to them. They were offered a house to rent in Newark but were asked not to tell who rented it to them. Soon after they moved to the neighborhood, for sale signs went up, typical of the times of neighborhood blockbusting fueled by fear and discrimination (J.Ficklen, Personal communication, January 21, 2021).

C. Summary of Fair Housing Need

Fair housing

- A lack of affordable housing for residents for sale and rent is one of the largest fair housing issues Newark faces. Due to decades-long reduction in federal funding for affordable housing production, and a lack of affordable housing production at the city level, there is a shortage of housing at prices that meet the needs of current and future residents.
- Disability and race are the highest reported instances of discrimination in Newark over the past five years. In 2020-2021 Echo Housing saw 10 cases of reported discrimination based on disability and 4 cases in National origin. The city heard from residents, specifically the Latinx community that there are significant challenges to accessing housing. A report from El Tiempano found that women and undocumented residents faced the most challenges, specific issues faced by residents were:
    - Difficulty of providing documentation when many undocumented immigrants are paid under the table or are not named on rental leases
    - Challenges accessing information digitally
    - Complicated/confusing applications without assistance readily available

Segregation and Integration

- There is a significant level of segregation between Latinx and White residents with an index of .229 or **22.9%. Meaning that 22 percent of Latinx or white residents would need to move to address this**. Due to the fact that the Latinx community is 30 percent of the population in Newark, this indicates a significant level of segregation between Latinx and White residents in Newark, slightly higher than segregation at the regional level.
- Asian residents are the most isolated at 0.451, meaning the average **Asian resident lives in a neighborhood that is 45.1% Asian.** Asian residents also have the highest percentage (36.7%) of residents making more than 100 percent of area median income.
- Other ethnicities in Newark have a higher likelihood of interacting with people outside their race. **White residents have seen the greatest reduction in isolation, from 43 percent in 2000 to 27 percent in 2020.**

Access to Opportunities

- Overall, Newark consists of two census tracts that are considered high resource areas (NewPark Place and Birch Grove) while the remaining six tracts (Lake- Rosemont, Mirabeau Park, Mayhews Landing, Gateway/Bayshore, Old Town and Central Newark) are considered moderate resource areas.

- The City's high resource areas have both dominant and secondary populations that are either White or Asian. In NewPark Place, nearly 51% of the population is Asian and 23% is White. In Birch Grove, 35% is White while nearly 29% is Asian.
- Five out of six of the City's moderate resource areas have dominant populations that are Hispanic/Latinx, ranging from almost 34% in Mayhews Landing to nearly 53% in Old Town/Central Newark. In the remaining moderate resource area, Lake-Rosemont, 40% of the population is White, making it the dominant population while nearly 29% is Hispanic/Latinx.
- There are large disparities in environmental outcomes in Newark, with low outcomes in central Newark and a portion of the Old Town area that is also home to a majority of lower income and Hispanic/Latinx residents.

Disparate Housing Needs

Overcrowding

BIPOC (Black, Indigenous and People of Color) populations are the most cost burdened and experience disproportionate rates of overcrowding. Central Newark in the Old Town area has 9 percent of households experiencing overcrowded housing, with 5 percent of households experiencing extreme overcrowding in the Northwest corner of the city. As shown in Figure 3-2, these two areas are predominantly occupied by communities of color, with 80 to 100 percent of residents in the Old Town area. Mixed race residents face the highest rates at 33 percent, followed by Hispanic/Latinx (30%) and Indigenous residents at 22 percent.

Cost Burdened

Newark's low and moderate income populations and renters experience the highest levels of cost burden. BIPOC communities, Black (41%), Indigenous (46%), Multi Racial (46%), and Latinx (47%) residents are the highest cost burdened, and most vulnerable to displacement, overcrowding and homelessness. Asian and White residents are the least cost burdened at 27 percent and 21 percent respectively. Renters are more likely to be cost burdened, with twice the number of renters (30%) spending more than 30 percent of their income on housing compared to 16 percent of homeowners.

Families

Households with children face additional challenges accessing housing that meets their needs for both size and cost. Housing survey results conducted from March 15th through April 30th 2022, found that when asked what are the most urgent housing needs at this time, 50 percent responded that housing for families was the greatest need. There was a special interest in housing for single

parents, as female-headed households make up 17 percent of all households and **22.8 percent of female-headed households with children fall below the Federal Poverty Line.**

People Experiencing Homelessness

Through community engagement we have been alerted to the high number of residents experiencing homelessness that are finding shelter in local motels that are not reflected in point in time counts. Homelessness in Newark affects all racial and ethnic groups, although not equally. There is a significant population of families experiencing homelessness, with about 5% of all students In Newark, which further indicates the lack of affordable housing. Notably, about ***96 percent of homeless students in Newark are students of color,*** with over 167 of these students being Hispanic or Latino. While NUSD has only a small number of Pacific Islander students (98 students), about 28 percent of them are homeless.

D. Fair Housing Assessment

Regional Barriers to Fair Housing

The following is a summary of key barriers to housing in Alameda county, compiled by Alameda County, in the Analysis of Impediments to Fair Housing Choice in January of 2020.

- Across the County, segregation has increased between White residents and BIPOC communities within the last decade, with White residents comprising the majority of homeowners but only approximately a third of the County's population.
- BIPOC households continue to have disproportionate levels of housing discrimination as renters and in the housing market. Overall, the rate of mortgage approvals has gone up in the last seven years, but the disparities in the rate of approval across race and ethnicity has stayed relatively the same. Black applicants continue to have the lowest approval rate at 59.1 percent and Hispanic applicants the second lowest at 61.5 percent compared to White applicants at 70 percent.
- BIPOC communities are displaced residents are being displaced from areas with a traditionally large population and have less access to proficient schools, jobs, and environmental health.

- The average home sales prices have increased from approximately $300,000 to nearly $900,000 in less than 20 years (unadjusted for inflation).
- Wages have not kept up with rent increases, currently the wage needed to rent an average housing unit in the County is $44.79 an hour or $93,000 a year. Median rents have risen an average of $1,000 (unadjusted for inflation) since 2010, representing an increase of 55 percent in a 9-year period.
- Homelessness has increased by 42 percent since 2017.
- BIPOC households, especially black and Hispanic/ Latinx households, have the highest rate of disproportionate housing needs, which includes having incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and households with a cost burden greater than 30 percent.
- Based on community feedback, Housing Choice Voucher holders and those with disabilities often find it difficult to find an appropriate housing unit. Some find it difficult to find an appropriately sized unit that will take their voucher and others experience that the vouchers will not cover the rent of an appropriately sized unit.
- Disability, race, and familial status are the most common bases of housing discrimination complaints forwarded to the California Department of Fair Employment and Housing and the office of Fair Housing and Equal Opportunity.

Fair Housing Outreach Capacity and Enforcement

Fair housing complaints can be used as an indicator to identify characteristics of households experiencing discrimination in housing. Pursuant to the California Fair Employment and Housing Act [Government Code Section 12921 (a)], the opportunity to seek, obtain, and hold housing cannot be determined by an individual's "race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, or any other basis prohibited by Section 51 of the Civil Code." Fair housing issues that may arise in any jurisdiction include but are not limited to:

- Housing design that makes a dwelling unit inaccessible to an individual with a disability;
- Discrimination against an individual based on race, national origin, familial status, disability, religion, sex, or other characteristic when renting or selling a housing unit; and
- Disproportionate housing needs including cost burden, overcrowding, substandard housing, and risk of displacement.

The following are organizations at the state and county level that provide resources and support for fair housing and eviction defense.

East Bay Community Law Center (EBCLC): EBCLC's Housing Program focuses on defending eviction lawsuits brought against low-income tenants, as well as enforcement of local rent and eviction control ordinances. The program emphasizes defense of long-term tenancies to preserve the value of rent-controlled units. EBCLC also prioritizes subsidized tenancies such as those in Section 8 and conventional public housing programs, as well as on behalf of tenants with disabilities.

Housing and Economic Rights Advocates (HERA): HERA is a California statewide, not-for-profit legal service and advocacy organization dedicated to helping Californians — particularly those most vulnerable — build a safe, sound financial future, free of discrimination and economic abuses, in all aspects of household financial concerns. They provide free legal services, consumer workshops, training for professionals and community organizing support, create innovative solutions and engage in policy work locally, statewide and nationally.

Housing Equality Law Project (HELP): HELP seeks to expand legal protections in fair housing through advocacy, leadership training, education and outreach, and enforcement of anti-discrimination laws.

Newark works with ECHO Housing for fair housing enforcement. ECHO provides fair housing counseling and education, tenant/landlord counseling and mediation, and other housing-related programs. To address the needs of Limited English Proficient speakers, ECHO provides services and classes in Spanish, has online information available in multiple languages, and has access to interpretation and translation services. ECHO programs include:

- Fair housing counseling, investigation, education, and enforcement
- Tenant/landlord counseling and mediation
- Rental Assistance Program
- Home Seeking Services
- Shared Housing Counseling & Placement
- Homebuyer Education Workshops

ECHO Housing has compiled fair housing complaints in Newark that align with those at the county level, with the majority regarding race and disability. In Newark, disability has the highest share of complaints filed from 2016 to 2021 at 27, with race at 16 complaints. City staff conducted one on one interviews with affordable housing providers. Through communication with Darin Lounds on April 29th, 2022, Executive Director of the Housing Consortium of the East Bay, he shared that many people with disabilities are well educated in the process, which can make it appear there are a larger number of instances of discrimination in comparison with other types of discrimination.

El Timpano is a non profit, community based organization in Alameda County that provides access

to information for Spanish and Mayan speaking communities through a text based SMS platform. They conducted an in depth investigation on the barriers that residents are experiencing accessing housing resources during COVID-19. They found that women and undocumented residents faced the most challenges, with specific issues faced by residents were:

- Difficulty of providing documentation when many undocumented immigrants are paid under the table or are not named on rental leases,
- Challenges accessing information digitally
- Complicated/confusing applications without assistance readily available

Through communication through text and phone interviews, the organization found that changes that would be most impactful in supporting increased access would be less documentation-heavy requirements, help with the application process over the phone or in person, more promotion and support in Spanish, and a shorter application process.

Table 3-1: Newark Fair Housing Complaints, 2016-2021

Fiscal Year	Race	National Origin	Disability	Familial Status	Marital Status	Religion	Sex	Source of Income	Age	Other	TOTAL
2016-2017	10	0	5	0	0	0	0	0	0	0	15
2017-2018	1	0	1	0	0	0	0	0	0	0	2
2018-2019	4	0	1	0	0	0	0	0	0	0	5
2019-2020	1	0	10	0	0	0	0	0	0	0	11
2020-2021	0	4	10	0	0	0	0	2	0	0	14

Source: ECHO Housing

Table 3-2: Fair Housing Complaints Forwarded to Fair Housing and Equal Opportunity Alameda County, January 2017- June 2020

Complaint type					2017-2021 Total	
	2017	*2018*	*2019*	*2020*	*Cases*	*% of Total*
Color	1	1	1	0	3	1.5%
Disability	32	26	28	15	101	49.8%
Familial Status	10	5	3	2	20	9.9%

Complaint type					2017-2021 Total	
	2017	*2018*	*2019*	*2020*	*Cases*	*% of Total*
National Origin	4	4	0	1	9	4.4%
Hispanic Origin	2	2	0	0	4	2.0%
Race	7	9	5	2	23	11.3%
Asian	0	1	0	0	1	0.5%
Black	5	4	5	2	16	7.9%
Black and White	0	1	0	0	1	0.5%
Native American	1	1	0	0	2	1.0%
White	1	2	0	0	3	1.5%
Religion	1	2	2	0	5	2.5%
Retaliation	7	9	8	1	25	12.3%
Sex	***7***	***5***	***5***	***0***	***17***	***8.4%***
Total Cases	***69***	***61***	***52***	***21***	***203***	***100%***

HUD Note: Percents do not add up to 100 due to cases containing multiple bases of discrimination.

Local Knowledge on Capacity and Enforcement

Four key issues in the capacity and enforcement of fair housing have been identified in the Alameda County Analysis of Impediments to Fair Housing document, and by the Executive Director of ECHO Housing:

1. **Inadequate funding and organizational capacity** are the primary limitations for improving and expanding upon existing fair housing enforcement. Recividng funding from a couple jurisdictions in the County is insufficient.
2. **Limited sources of funding and HUD capping allocation amounts** of Community Development Block Grants for fair housing activities limits the participating jurisdictions from being able to utilize more of these funds for fair housing work.

3. **Reduction in the number of fair housing organizations and activities in the region** has taken place, with at least two fair housing agencies in the East Bay have closed their doors.

4. **A lack of affordable housing supply** due to significant decreases in funding from the federal government since 2008. Guidance from HCD suggests a connection between fair housing complaints and that the lack of affordable housing that is needed is affordable to persons on public assistance, accessible housing for persons with disabilities, and senior citizens, single parent households and large families. Although local tax funding has been approved in select jurisdictions, a large funding shortcoming remains.

The Alameda County Collaborative, an ad-hoc group of housing program professionals working for local Alameda County jurisdictions, held a panel with representatives from community-based organizations (CBOs) on April 25, 2022. The participating CBOs' clientele included members of protected classes, including immigrants and non-English speakers; households with special needs, including persons with disabilities and seniors; and persons who are experiencing fair housing issues. This document synthesizes key points the CBOs presented.

Community-Based Organizations identified key barriers and obstacles that they and their clients face related to fair housing, including:

- Insufficient access to information due to language/technology barriers (particularly for immigrant communities and seniors); fear/distrust of the system; and difficulty understanding rights/resources
- Complex, inflexible application requirements for housing resources that may vary between jurisdictions, exclude certain people (e.g., undocumented, formerly
- incarcerated), or be difficult to meet
- Communication between CBOs and property owners is difficult to navigate, requires individual relationships with each location
- Overall cost of housing (most CBOs' clients fall under the 30% AMI) and need for tenant protections

The CBOs recommend these strategies to strengthen outreach efforts:

- Meet people where they are—engage with existing outreach channels
- Partner with school districts to distribute information, as well as any civic organizations such as libraries, religious institutions, medical services
- "Train the trainer" approach to educate existing service providers on housing rights and referrals for their clients

- Provide materials appropriate for audience (e.g., physical flyers for seniors; video/audio content for Mam speakers)

Solutions that panelists recommended for housing projects to better serve their clients:

- Identify onsite supportive services that are appropriate for residents early in process
- Early and sustained relationships between service providers and properties, especially relative to preparing eligible residents for the document/application needs for housing
- Renters' protection and long-term rental subsidies, particularly for households under 30% AMI
- Greater flexibility in application process (make it easier for CBOs and their clients to navigate, remove barriers for undocumented people)

Through housing survey responses and small group conversations in community meetings, The city has constantly heard from Newark residents and community organizations that there is both not enough affordable housing at levels accessible for those earning lower wages, as well as access to housing resources and application requirements for housing that make accessing housing out of reach.

Segregation and Integration Patterns

Segregation Patterns in the Bay Area

Across the San Francisco Bay Area, White residents and above moderate-income residents are significantly more segregated from other racial and income groups . The highest levels of racial segregation occur between the Black and white populations. The analysis completed for this report indicates that the amount of racial segregation both within Bay Area cities and across jurisdictions in the region has decreased since the year 2000. This finding is consistent with recent research from the Othering and Belonging Institute at UC Berkeley, which concluded that "although 7 of the 9 Bay Area counties were more segregated in 2020 than they were in either 1980 or 1990, racial residential segregation in the region appears to have peaked around the year 2000 and has generally declined since." However, compared to cities in other parts of California, Bay Area jurisdictions have more neighborhood level segregation between residents from different racial groups. Additionally, there is also more racial segregation between Bay Area cities compared to other regions in the state.

Segregation is the separation of different demographic groups into different geographic locations or communities, meaning that groups are unevenly distributed across geographies. The city looked at two spatial forms of segregation: neighborhood level segregation within a local jurisdiction and city level segregation between jurisdictions in the Bay Area.

Neighborhood level segregation: Segregation of race and income groups can occur from neighborhood to neighborhood within a city.

City level segregation: Race and income divides also occur between jurisdictions in a region.

Newark and Regional Segregation

To understand how Newark is connected to the total segregation of the Bay Area, one can look at the difference in the racial composition of a jurisdiction compared to the racial composition of the region as a whole. The racial demographics in Newark for the years 2000, 2010, and 2020 can be found in Table 3-3 below. The table also provides the racial composition of the nine-county Bay Area. As of 2020, Newark has a lower share of white residents than the Bay Area as a whole, a higher share of Latinx residents, a lower share of Black residents, and a significantly higher share of Asian/Pacific Islander residents.

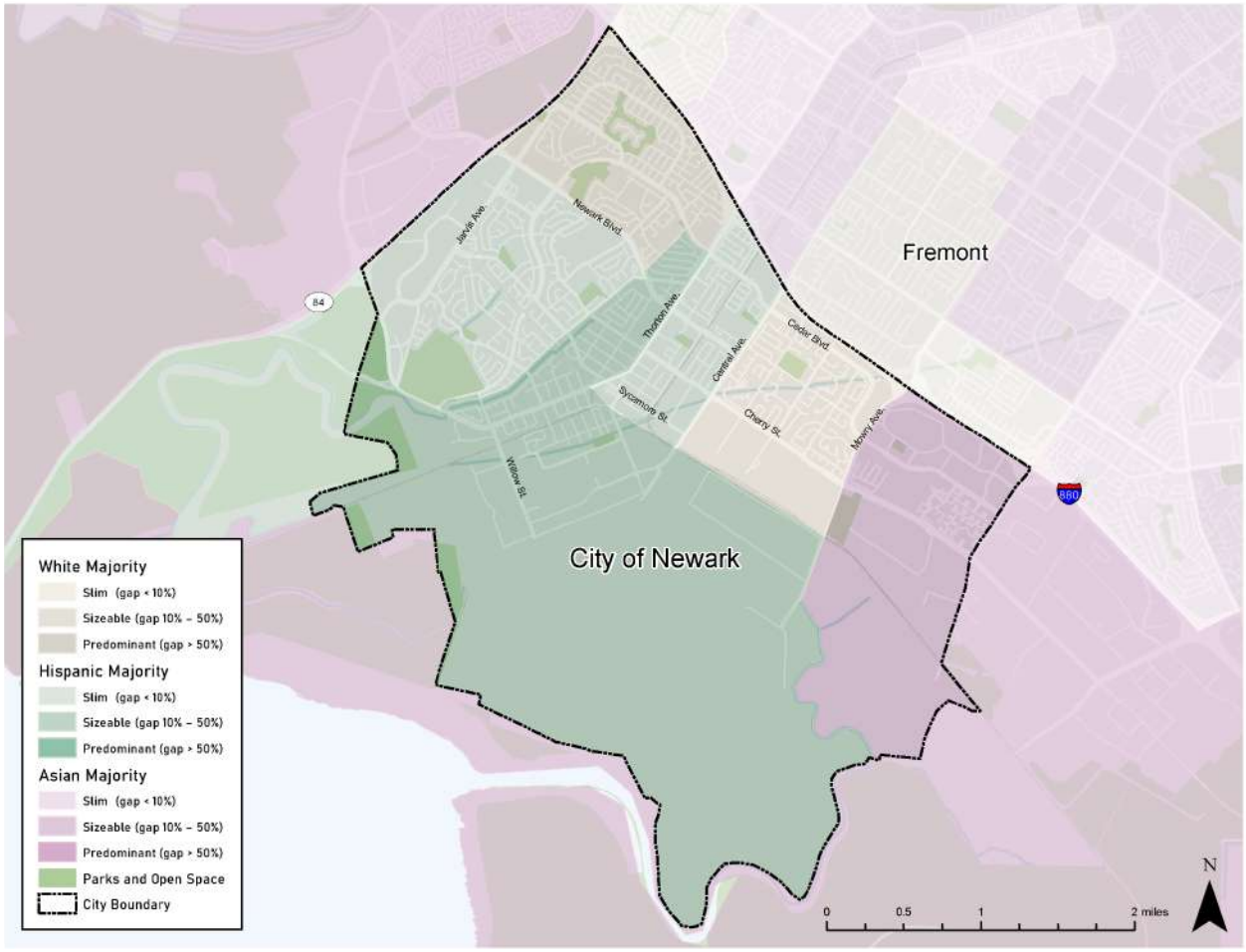
Latinx residents are primarily in close proximity to major highways and arterial roads such as Thornton Avenue, with White and Asian populations predominantly living to the North and South of Newark. The highest non white populations at 80 to 100 percent are concentrated along Thornton Ave in Old Town.

Table 3-3: Population by Racial Group, Newark and the Region, 2000 to 2020

Race	Newark			Bay Area
	2000	*2010*	*2020*	*2020*
Asian/Pacific Islander	21.1%	28.2%	42.6%	28.2%
Black/African American	3.9%	4.5%	3.1%	5.6%
Latinx	28.6%	35.2%	30.2%	24.4%
Other or Multiple Races	6.2%	4.6%	5.3%	5.9%
White	40.3%	27.5%	18.8%	35.8%

Source: Universe: Population. Source: IPUMS National Historical Geographic Information System (NHGIS). U.S. Census Bureau, 2020 Census State Redistricting Data (Public Law 94-171) Summary File, 2020 Census of Population and Housing, Table P002. Data from 2010 is from U.S. Census Bureau, Census 2010, Table P4. Data for 2000 is standardized to 2010 census tract geographies and is from U.S. Census Bureau, Census 2000, Table P004.

Figure 3-1: Predominant Racial Groups in Newark



Source: HCD AFFH Data Resources and Mapping Tool.

Race and Ethnicity

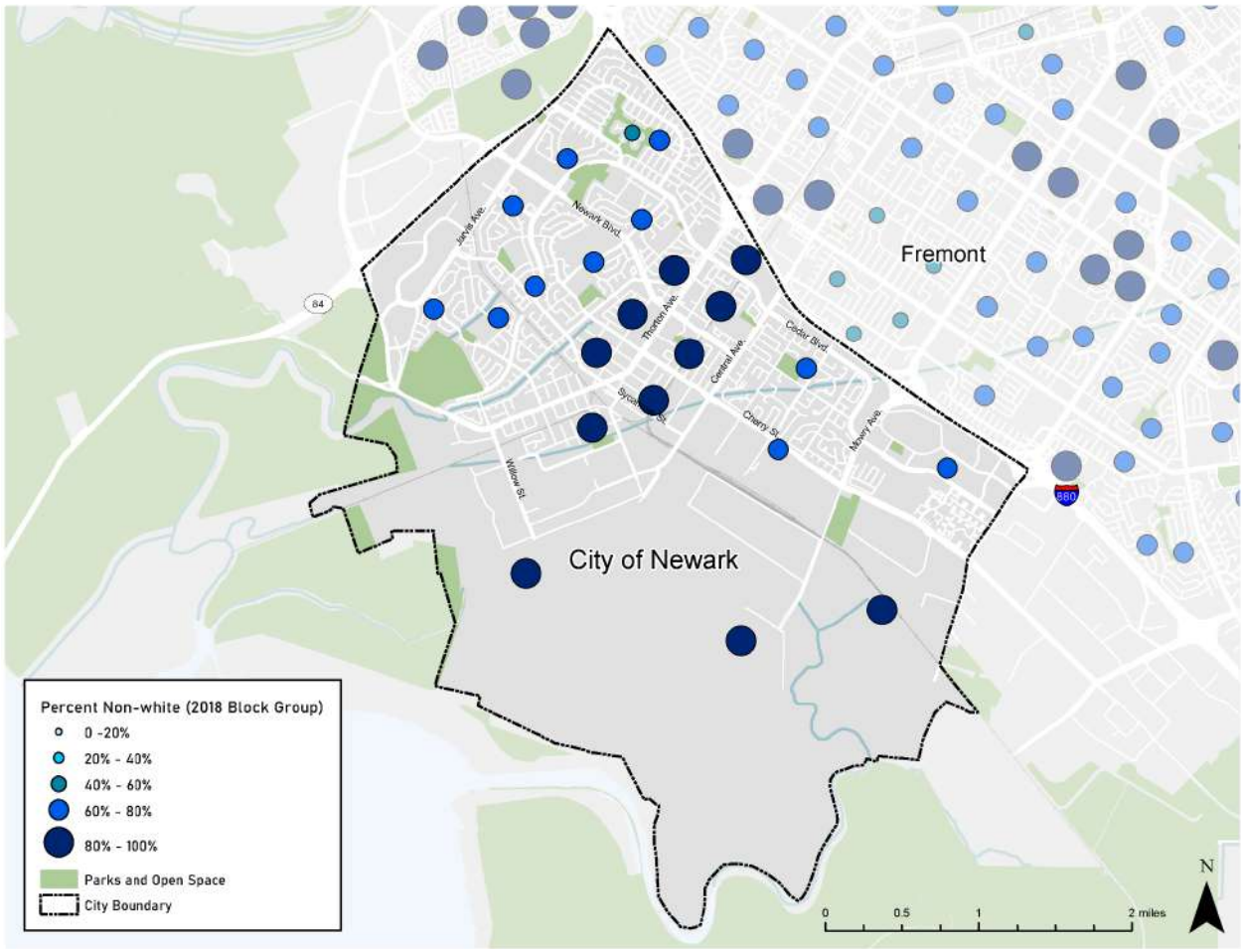
Asian and Hispanic/Latinx populations have grown significantly over the past 20 years to become the majority populations, with decreasing Black and White populations. The Asian population in Newark is multi-ethnic, with the largest being Chinese (10.1 %), followed by Filipino (9.6%) and Asian Indian (8.9%).

Table 3-4: Race and Ethnicity of Newark Residents, 2000 to 2020

Year	American Indian or Alaska Native, Non-Hispanic	Asian / API, Non-Hispanic	Black or African American, Non-Hispanic	White, Non-Hispanic	Other Race or Multiple Races, Non-Hispanic	Hispanic or Latinx
2000	148	9,329	1,639	17,103	128	12,145
2010	95	12,005	1,908	11,726	1,845	14,994
2020	107	17,315	1,534	10,629	1,822	15,975

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

Figure 3-2: Racial Demographics of Newark, 2018



Source: HCD AFFH Data Resources and Mapping Tool.

Dissimilarity Index

Dissimilarity Index Guidance for Cities with Small Racial Group Populations

The analysis conducted for this report suggests that dissimilarity index values are unreliable for a population group if that group represents approximately less than 5% of the jurisdiction's total population.

If a jurisdiction has a very small population of a racial group, this indicates that segregation between the jurisdiction and the region (inter-city segregation) is likely to be an important feature of the jurisdiction's segregation patterns.

Table 3-5 below provides the dissimilarity index values indicating the level of segregation in Newark between white residents and residents who are Black, Latinx, or Asian/Pacific Islander. The table also provides the dissimilarity index between white residents and all residents of color in the jurisdiction, and all dissimilarity index values are shown across three time periods (2000, 2010, and 2020).

In Newark, the highest segregation is between Black and White residents (see Table 3-5). Newark's Black/white dissimilarity index of 0.244 means that 24.4 percent of Black or White residents would need to move to a different neighborhood to create perfect integration between Black residents and white residents. However, this dissimilarity index value is not a reliable data point due to small population size. See callout box above for more information. Latinx residents have rates of segregation between White residents with an index of .229 or 22.9 percent. Due to the fact that the Latinx community is 30 percent of the population in Newark, this indicates a significant level of segregation between Latinx and White residents in Newark, slightly higher than segregation at the regional level.

Table 3-5: Dissimilarity Index Between Racial Groups, 2000 to 2020

Race			Newark	Bay Area
	2000	2010	2020	2020
Asian/Pacific Islander vs. White	0.183	0.170	0.192	0.185
Black/African American vs. White	0.180*	0.204*	0.244*	0.244
Latinx vs. White	0.286	0.230	0.229	0.207
People of Color vs. White	0.204	0.173	0.169	0.168

Universe: Population. Source: IPUMS National Historical Geographic Information System (NHGIS). U.S. Census Bureau, 2020 Census State Redistricting Data (Public Law 94-171) Summary File, 2020 Census of Population and Housing, Table P002. Data from 2010 is from U.S. Census Bureau, Census 2010, Table P4. Data for 2000 is standardized to

2010 census tract geographies and is from U.S. Census Bureau, Census 2000, Table P004. Note: If a number is marked with an asterisk (*), it indicates that the index is based on a racial group making up less than 5 percent of the jurisdiction population, leading to unreliable numbers.

Isolation Index

Within the City of Newark the most isolated racial group is Asian residents. Newark's isolation index of 0.451 for Asian residents means that the average Asian resident lives in a neighborhood that is 45.1% Asian. Other racial groups are less isolated, meaning they may be more likely to encounter other racial groups in their neighborhoods. The isolation index values for all racial groups in Newark for the years 2000, 2010, and 2020 can be found in Table 3-6 below. Among all racial groups in this jurisdiction, the white population's isolation index has changed the most over time, becoming less isolated from other racial groups between the years 2000 and 2020.

Table 3-6: Isolation Index for Newark and the Bay Area, 2000 to 2020

Race	Newark			Bay Area Average
	2000	2010	2020	2020
Asian/Pacific Islander	0.236	0.307	0.451	0.245
Black/African American	.041	0.048	0.032	0.053
Latinx	0.331	0.386	0.334	0.251
White	0.431	0.297	0.207	0.491

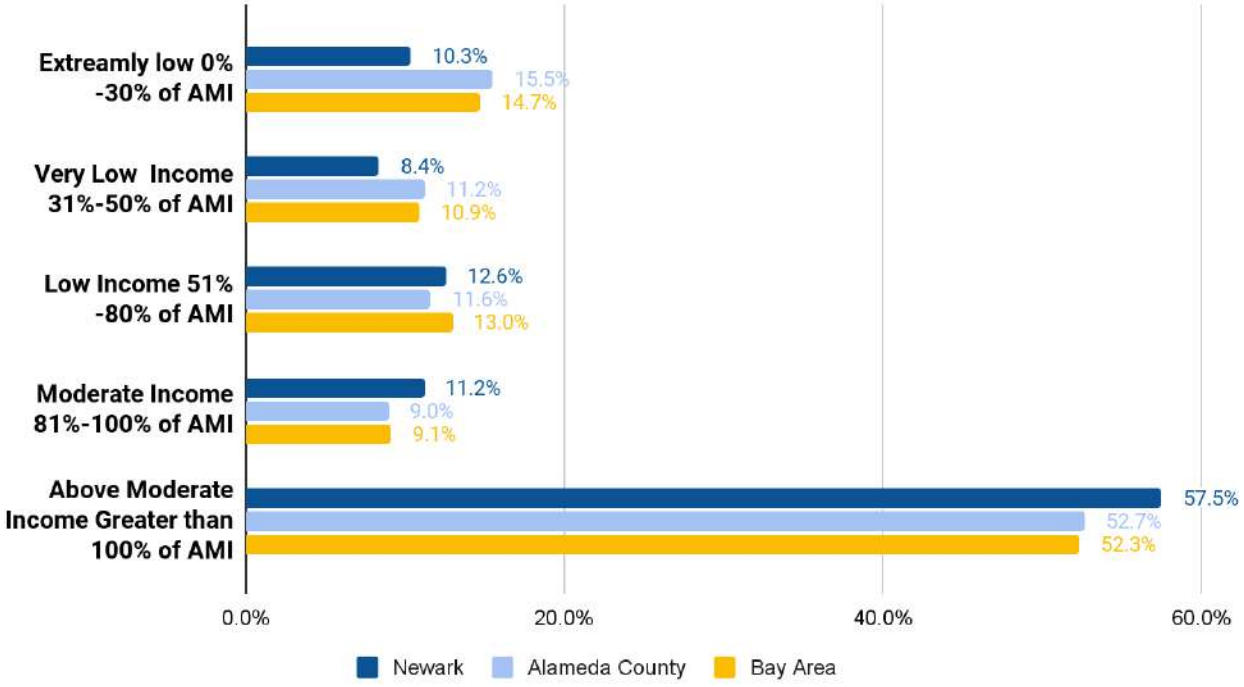
Universe: Population. Source: IPUMS National Historical Geographic Information System (NHGIS). U.S. Census Bureau, 2020 Census State Redistricting Data (Public Law 94-171) Summary File, 2020 Census of Population and Housing, Table P002. Data from 2010 is from U.S. Census Bureau, Census 2010, Table P4. Data for 2000 is standardized to 2010 census tract geographies and is from U.S. Census Bureau, Census 2000, Table P004.

Income status

There are fewer very low and extremely low income households in Newark than Alameda County and the Bay Area, and with slightly higher percentages of moderate and above moderate income households than Alameda County and the Bay Area. Low income households at 50-80 percent area median income are relatively equal across geography at 12.6 percent for Newark, Alameda County (11.6 percent) and the Bay Area (13 percent). In Newark, low income households are concentrated in the central portion of the city, with the highest concentrations found along Thorton avenue in the Old Town area. Figure 3-4 shows income by race in Newark. The areas with 50 percent or greater of low to moderate income populations also have the highest concentrations of BIPOC residents. Higher income residents are found outside of Central Newark, as seen in Figure 3-5. While the majority of Newark is single family housing, Central Newark is where older housing stock is found along a major arterial road, with lower rents as a result. The majority of very

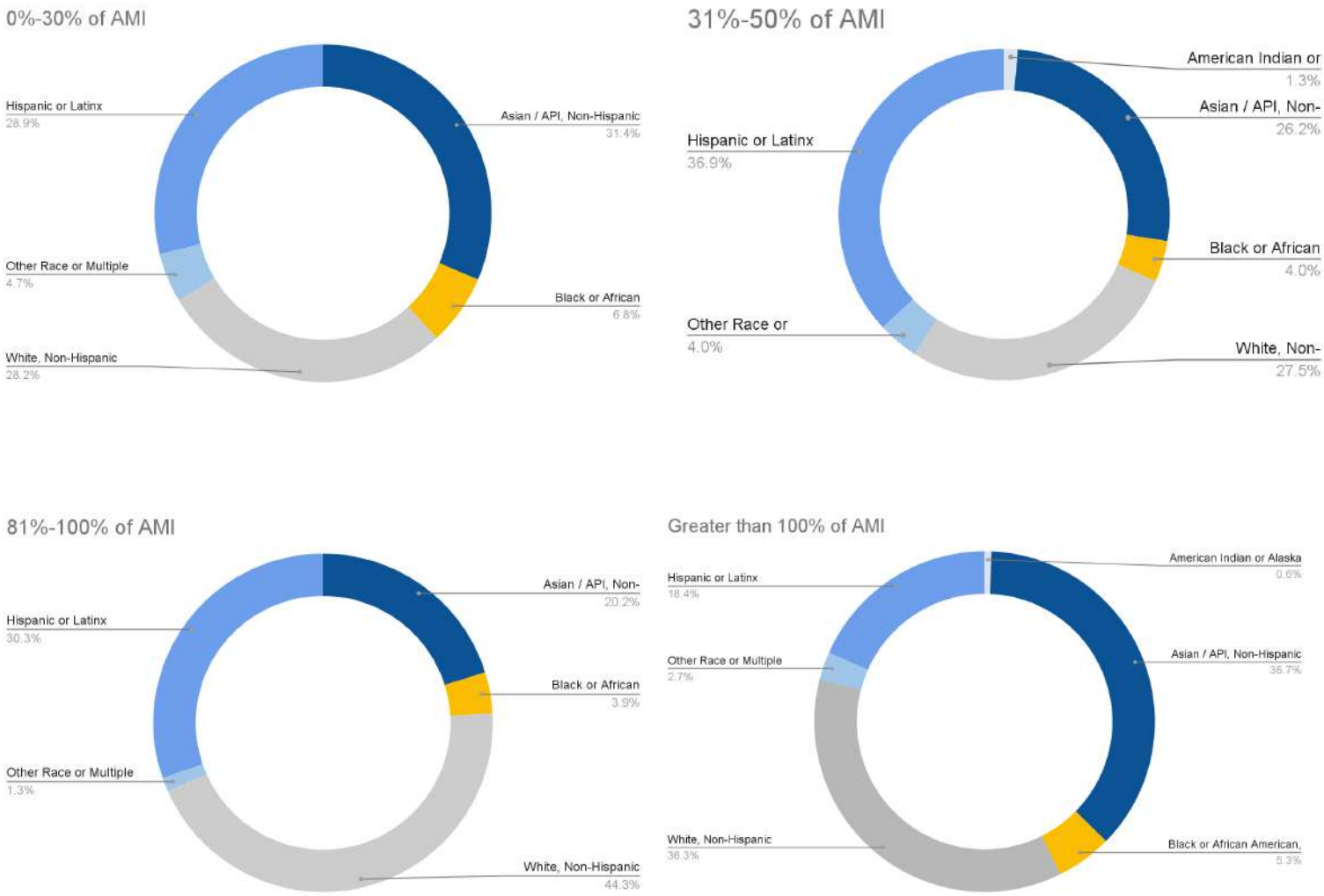
low and low income residents are Black, Hispanic/ Latino and Asian/ Pacific Islander. Figure 3-4 shows these populations are approximately 67 percent of the population for very low incomes and 68 percent for low income. For moderate and above moderate income populations, the demographics shift sharply to a greater percentage of White residents (44 percent) for moderate income and above moderate income White residents (36 percent) and Asian and Pacific Islander residents (37 percent) make up the larger percentage of residents in these income categories. Asian and Pacific Islanders have comprised a large percentage of both the lowest and highest income categories. Although the Censuses data combines the groups, we know from other research that Pacific Islander students in Newark Unified School District have high levels of homelessness.

Figure 3-3: Household Income levels for Newark, Alameda County and the Bay Area, 2013- 2017



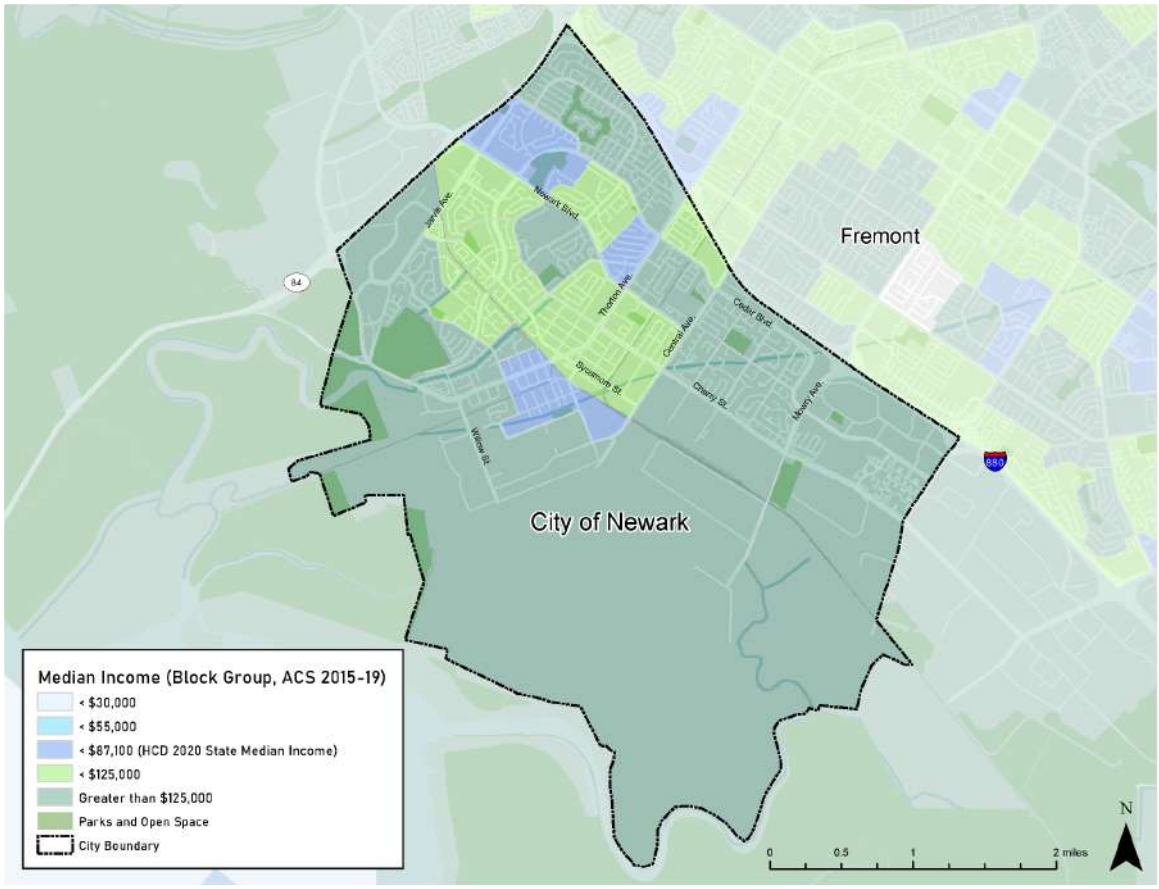
Source: US Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy. ACS tabulation, 2013-2017 release

Figure 3-4: Income by Race and Ethnicity, 2013- 2017



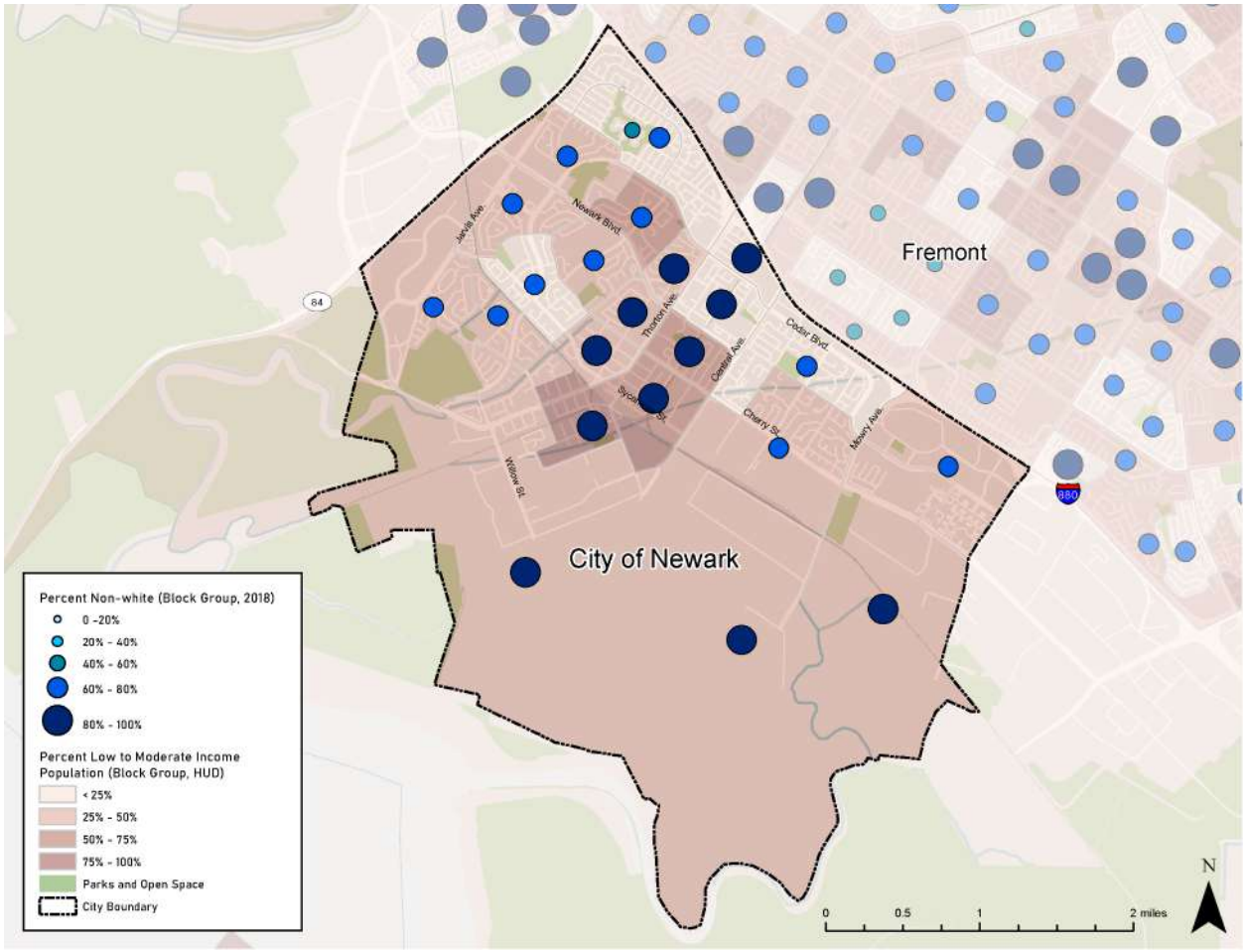
Source: US Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy. ACS tabulation, 2013-2017 release

Figure 3-5: Median Household Income, 2015- 2019



Source: HCD AFFH Data Resources and Mapping Tool.

Figure 3-6: Low to Moderate Income Households and Percent Non-White Population, 2018



Source: HCD AFFH Data Resources and Mapping Tool.

Family Status

Newark has the largest household size in Alameda County. According to the County of Alameda's Regional Analysis of Impediments to Fair Housing Choice (2020), there is a higher percentage of families with children in Alameda County as a whole compared to other family types, but the overall proportion of families with children has decreased by 6 percent from 1990 to 2017. According to the 2021 ACS 5 year data, there are 9,693 children under the age of 18 in Newark, with the majority, 7,546 in married couple households. Figure 3-22 Shows 80 percent and higher of married couples with children are found in the north east, north west and south east corners of the city. These areas include Lake-Rosemont, a moderate opportunity neighborhood of single family homes, NewPark Place and Sanctuary Village, a newer single family housing development and an area identified as high opportunity. The neighborhood to the South East surrounding Lincoln Elementary school is an older single family neighborhood with smaller single story homes. Central Newark has 60 to 80 percent of married couple households with children. This area also

has more civic and commercial uses. Only one area in North central Newark has a concentration of single mother households from 20 to 40 percent. The majority of the city is 20 percent or below. This is an area with older single family housing stock and a recently closed elementary school.

Disability

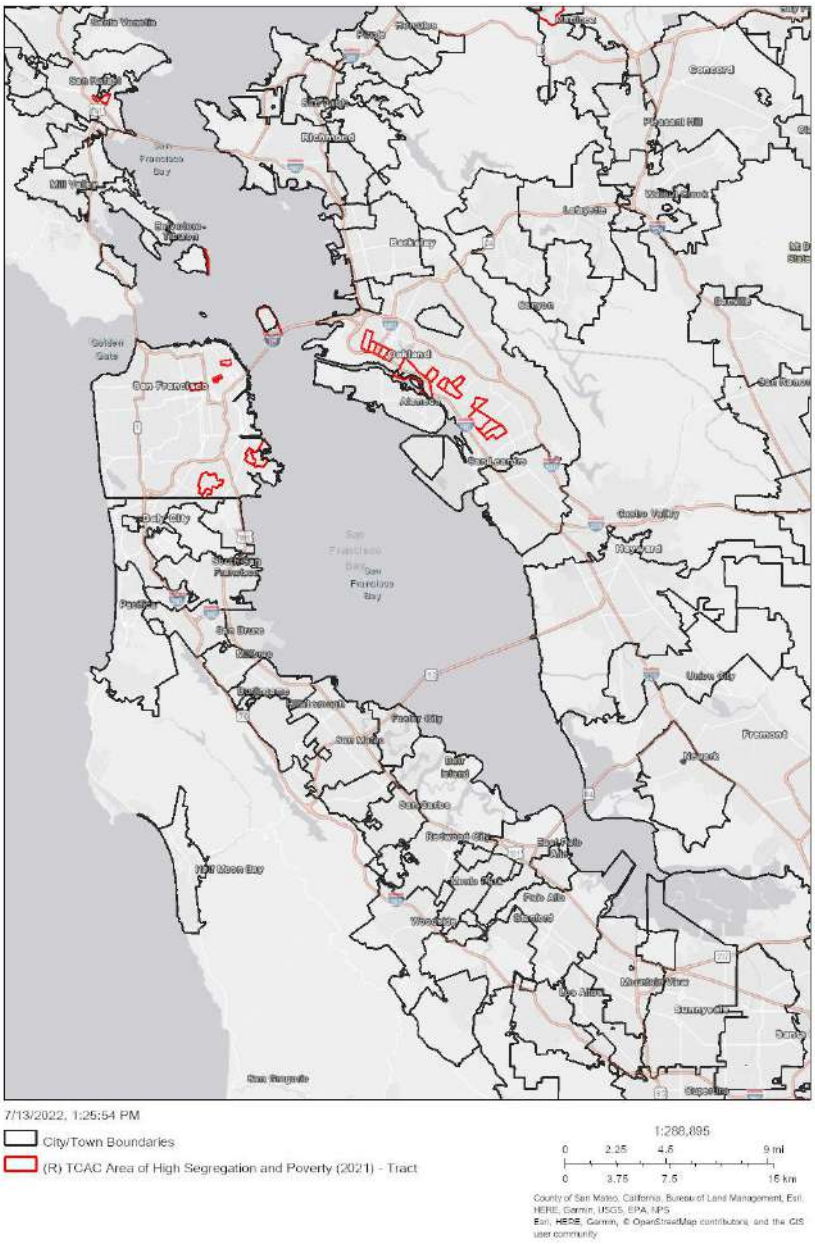
As seen in Figure 3-60, there is no concentration of residents with a disability in Newark. The majority of residents with a physical disability are seniors, and are primarily related to ambulatory movement. Through community engagement, especially with the senior community, there is a strong interest in shared housing and accessory dwelling units in order to remain in their communities. City is proposing programs such as H2.2 Accessory Dwelling Unit incentive program, H4.5, connecting residentings to existing shared housing programs and H4.7, Increasing housing opportunities for those with developmental disabilities.

E. Racially and/or Ethnically Concentrated Areas of Poverty + Affluence

Racially or Ethnically Concentrated Areas of Poverty (R/ECAP) are neighborhoods in which there are both racial concentrations and high poverty rates. HUD's definition of a R/ECAP is:

- A census tract that has a non-white population of 50 percent or more (majority-minority) or, for non-urban areas, 20 percent, AND a poverty rate of 40 percent or more; OR
- A census tract that has a non-white population of 50 percent or more (majority-minority) AND the poverty rate is three times the average tract poverty rate for the county, whichever is lower. Households within R/ECAP tracts frequently represent the most disadvantaged households within a community and often face a multitude of housing challenges. R/ECAPs are meant to identify where residents may have historically faced discrimination and continue to be challenged by limited economic opportunity. While there are several R/ECAPs in Alameda County, the majority are concentrated in the City of Oakland with a few in Berkeley, one in Hayward, and one in the unincorporated county (see Figure 3-7). No R/ECAPs were identified in Newark.

Figure 3-7: Area of High Segregation and Poverty, 2021



Source: HCD AFFH Data Resources and Mapping Tool.

Racially and/or Ethnically Concentrated Areas of Affluence

Racially or Ethnically Concentrated Areas of Affluence (RCAAs) are neighborhoods in which there are both high concentrations of non-Hispanic white households and high household income rates. HCD has not yet established one standard methodology for determining RCAAs in California, but for the purpose of this analysis an RCAA is defined as a census tract with: 1) an average total

White population that is 1.25 times higher than the average total White population in the Bay Area region and 2) a median household income of $141,996 or higher (1.5 times higher than the Bay Area AMI in 2019). Based on this methodology, there are RCAAs throughout the eastern county spanning from Dublin, Livermore, and the unincorporated eastern county up through Castro Valley and Contra Costa County area. There are also RCAAs in the City of Alameda and Oakland. There are no RCAAs within Newark based on this methodology.

Although Newark does not have areas that have been identified as Racially or Ethnically Concentrated Areas of Affluence through this methodology, there are areas of concentrated affluence in Newark, where residents are making more than $141,000, but do not have the levels of white population to identify as an area of Racially or Ethnically Concentrated Area of Influence.

F. Disparities in Access to Opportunity

Historically, and into the present day, affordable housing in the United States has been disproportionately developed in BIPOC neighborhoods that have been disinvested with high poverty rates, thereby reinforcing the concentration of poverty and racial segregation in low opportunity and low resource areas. Several agencies, including HUD and HCD, in coordination with the California Tax Credit Allocation Committee (TCAC), have developed methodologies to assess and measure geographic access to opportunity in areas throughout California. For this assessment, the opportunity indices prepared by HUD and HCD/TCAC are used to analyze access to opportunity in the City of Newark. Access to opportunity is measured by access to healthy neighborhoods, education, employment, and transportation. At the county level, Alameda county is close to equal in the percentage of the county that is high resourced (36%) and the percentage that is low resource (39%). Figure 3-8 shows the distribution of opportunity at the regional level. A large portion of the county is classified as low to moderate opportunity. Higher opportunity areas are found in Berkeley, Alameda, San Leandro, and Fremont. Figure 3-9 shows the composite opportunity areas in Newark. The majority of the city is identified as moderate and high resource, with no low resource areas or areas of high segregation and poverty. Through a community housing survey conducted by the city, residents were asked if they feel their neighborhood has opportunities for you and your family, 18 percent said no and 28 percent said somewhat. When asked what would make it feel that there was more opportunity the top three responses were:

1. City infrastructure that supports physical activity, including sidewalks, bike lanes, parks, and rec centers
2. Affordable, safe, and healthy housing choices
3. Educational opportunities that are academically and culturally supportive

"I think increasing access really has to do with increasing the supply first and putting affordable housing in

high resource areas and near public transit as well as retail."

Figure 3-10 shows the distribution of opportunity areas by race. Asian residents comprise the majority of the residents in the high resource areas at 63.8 percent, followed by White residents (16%), and Hispanic/ Latinx (11.5%). Low resourced or high segregation and poverty areas are primarily populated by Hispanic/ Latinx (39.7%) and Asian (38.3%) residents. Moderate resource areas are representative of the population with 36.9 percent of Hispanic/ Latinx residents, Asian residents (29.7%) and African American (3.5%).

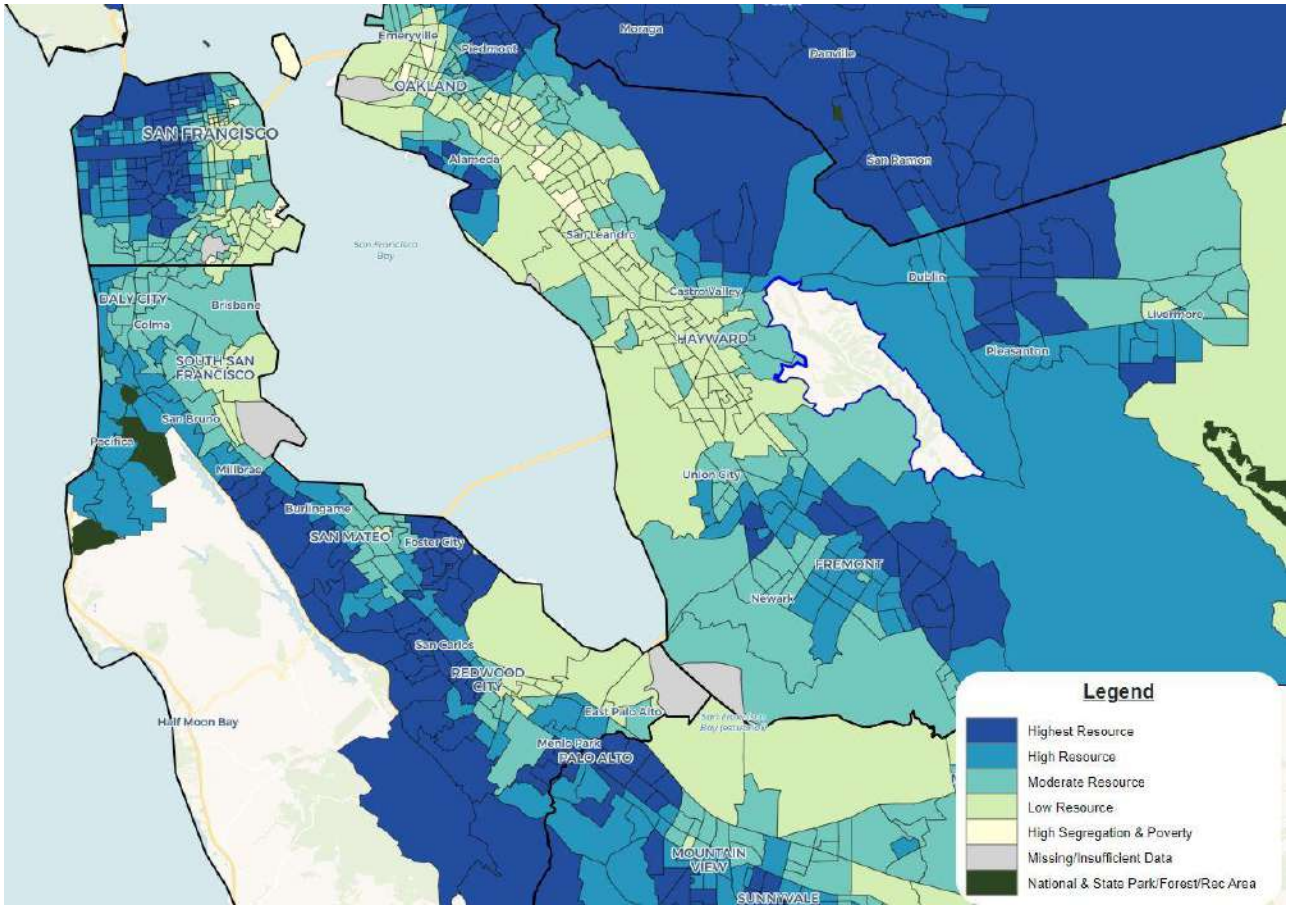
HUD Opportunity Index HUD's opportunity indices compare data indicators by race and ethnicity, for households below the poverty line, between jurisdictions, and for the region overall. The indices include the following:

Table 3-7: Domains and List of Indicators for Opportunity Maps, 2021

Domain	Indicators
Environmental	CalEnviroScreen 4.0 from pollution burdens and socio economic factors are indicators
Economic	Poverty, Adult education, Employment, Job proximity, Median home value
Education	Math proficiency, Reading proficiency, High School graduation rates, Student poverty rates
Poverty and Racial Segregation	Poverty: tracts with at least 30 percent of population under federal poverty line Racial Segregation: Overrepresentation of people of color relative to the county (i.e., Tracts with a racial location quotient higher than 1.25 for Black, Hispanic, Asian, or all people of color in comparison to the county)

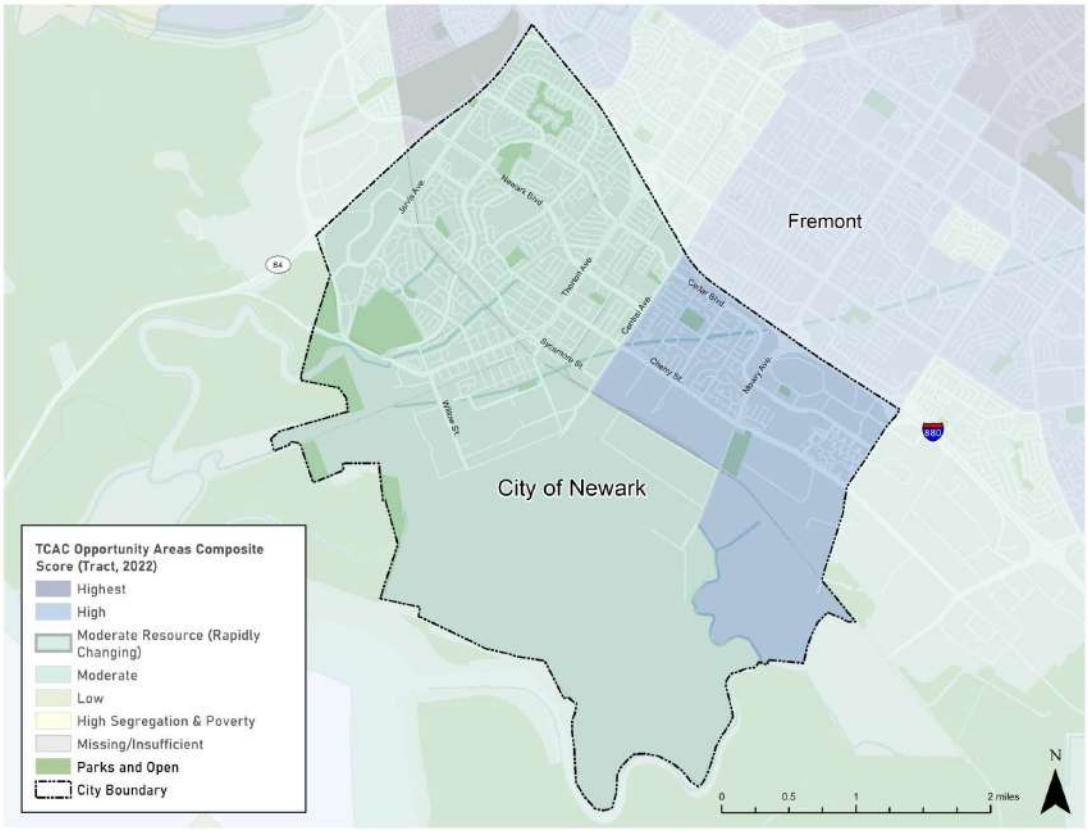
Source: CA Fair Housing Task Force, Methodology for TCAC/HCD Opportunity Maps, December 2021.

Figure 3-8: Distribution of TCAC Opportunity Areas in the San Francisco Bay Area, 2022



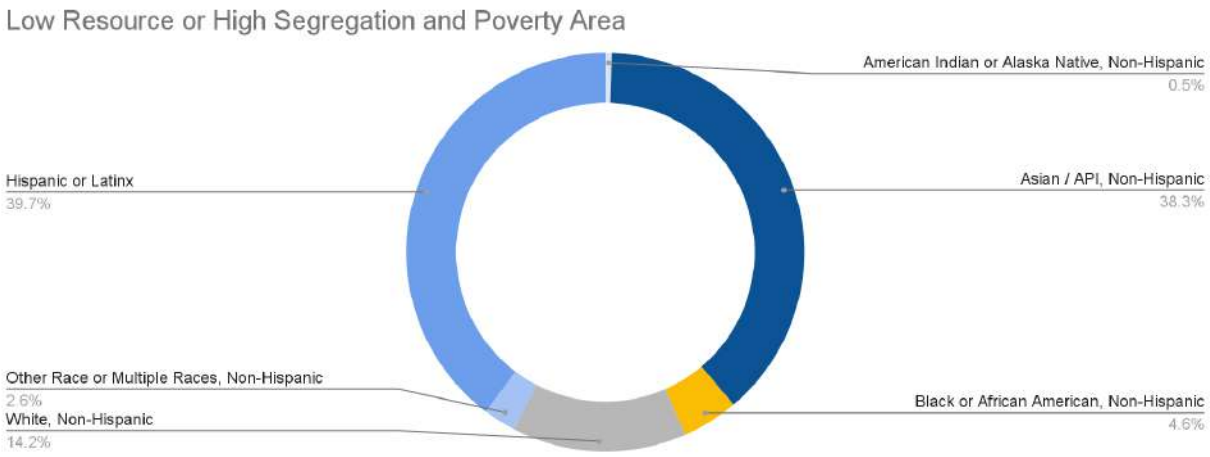
Source: CA Tax Credit Allocation Committee, 2022

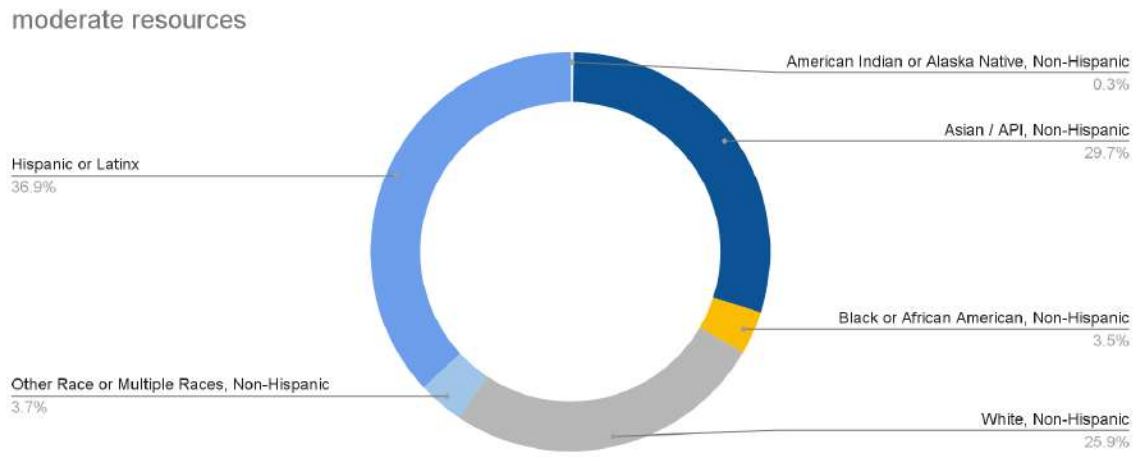
Figure 3-9: Composite of Opportunity Areas in Newark, 2022



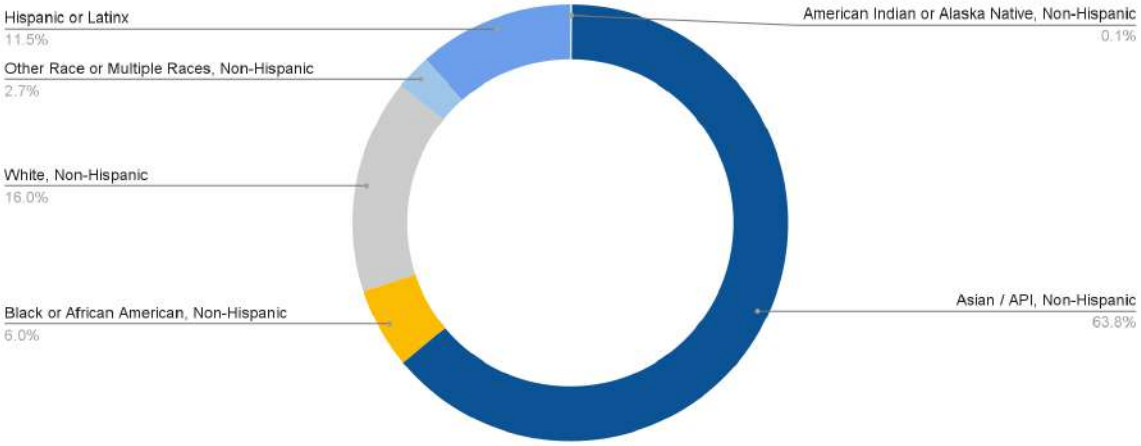
Source: CA Tax Credit Allocation Committee, 2022

Figure 3-10: Percentage of Residents in Low, Moderate and High Resourced Areas by Race, 2015- 2019





Highest Resourced Area



Source: CA Tax Credit Allocation Committee / California Housing and Community Development (HCD),Opportunity Maps (2020); U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates. Table B03002

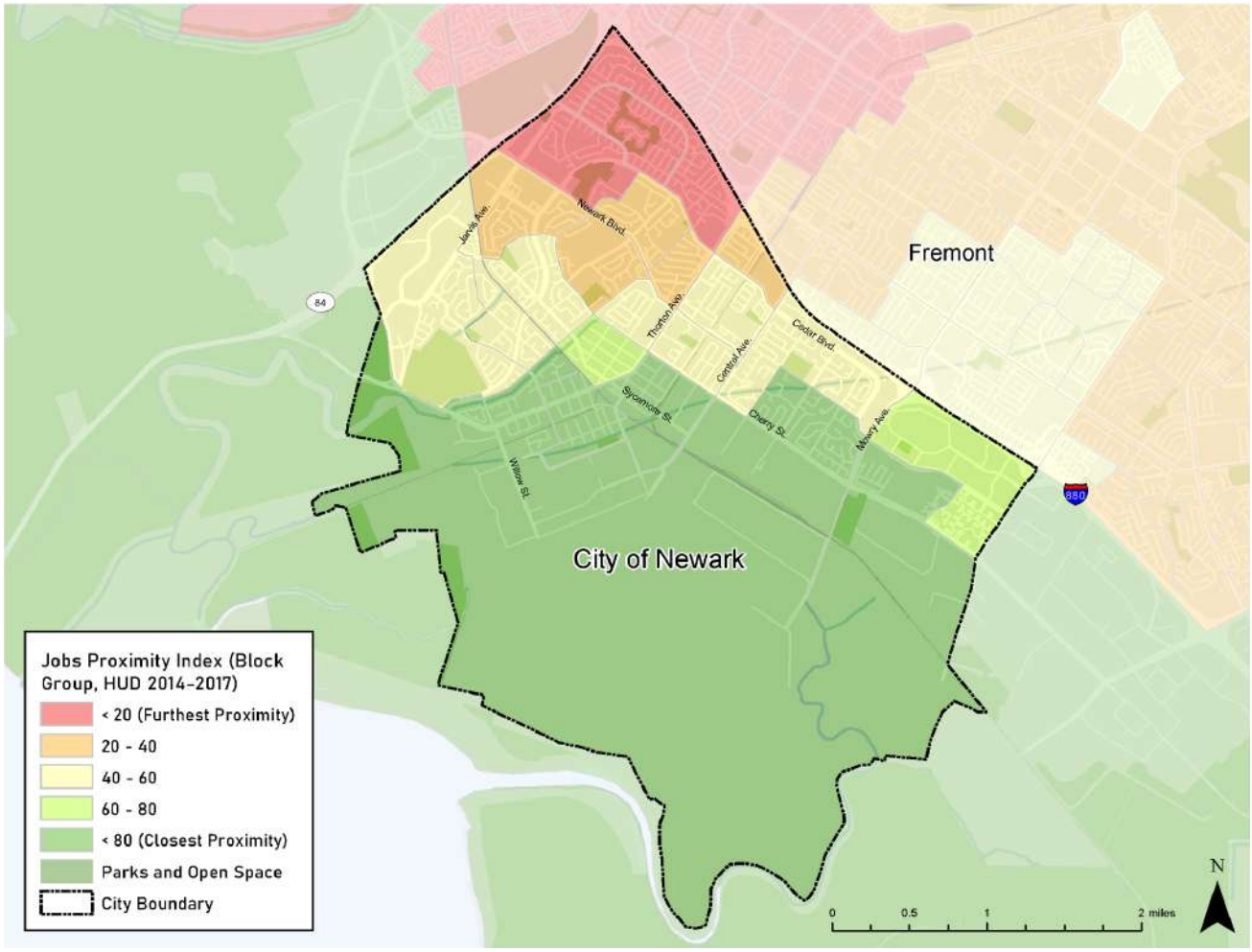
Economic Opportunity and Jobs proximity Index

The TCAC/HCD Economic Opportunity map measures economic opportunity through poverty, levels of adult education, employment, proximity to employment, and median home values. The majority of Newark has an economic score of less than .25 and .25 to .50, indicating less than positive economic opportunity. The southern corner of the city has higher economic opportunity with a score of .50 - .75. The area has a predominant Asian population and a median income greater than 125,000.

Newark has a close proximity to jobs in the eastern portion of the city, close to Silicon Valley. Areas in the northern portion of the city are furthest from jobs, although in the future the south west portion of the city will potentially have access to regional transportation through the creation of

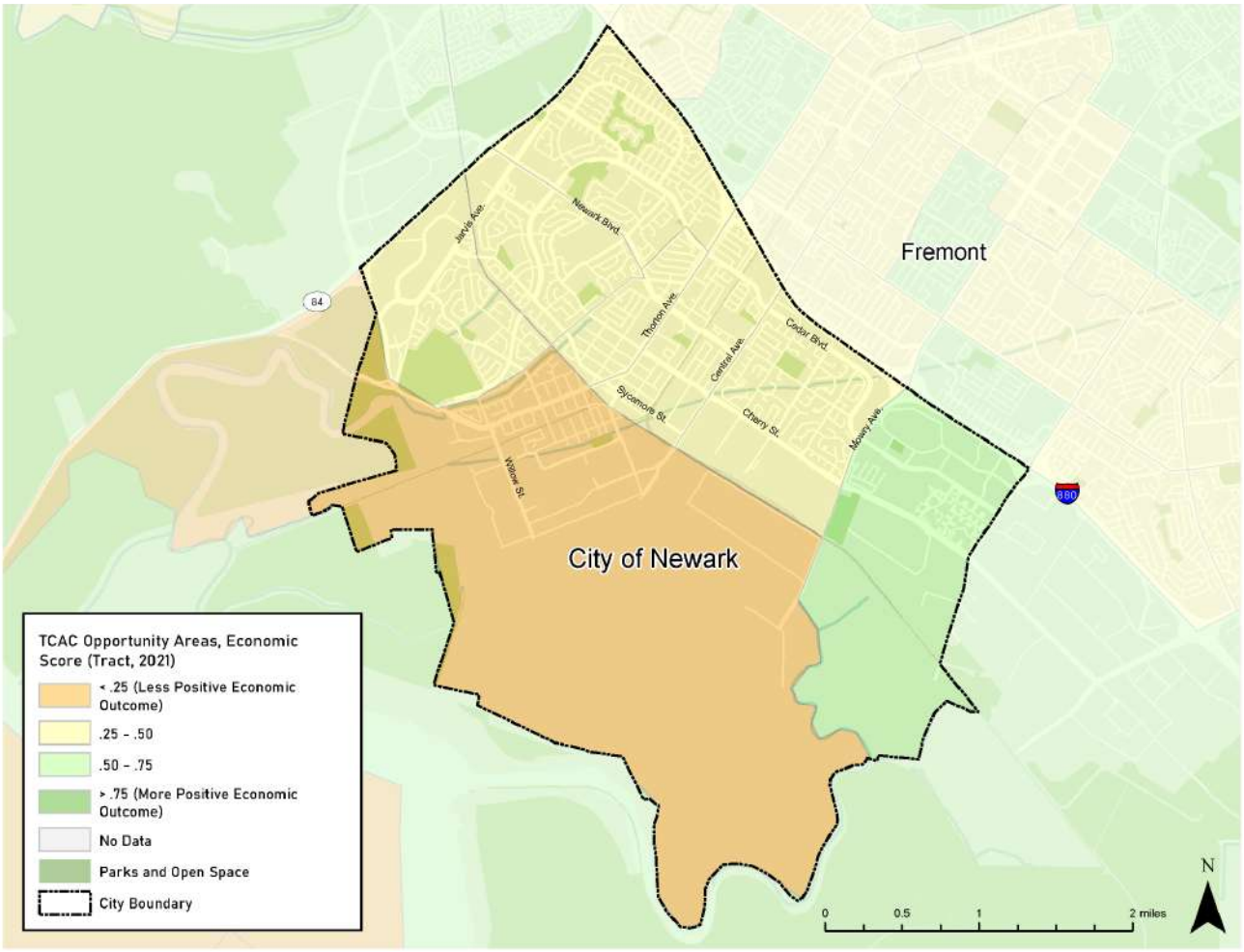
the Dumbarton rail line. Economic opportunity was not cited though community engagement as a concern. Newark has a relatively low unemployment rate of 3.5 percent, but does have a larger percentage of residents leaving the city for work, than remaining in the city.

Figure 3-11: Jobs Proximity Index Composite, 2014-2017



Source: HCD AFFH Data Resources and Mapping Tool

Figure 3-12: Economic Opportunity Score, 2021



Source: HCD AFFH Data Resources and Mapping Tool.

Environmental Opportunity

Exposure to a variety of environmental pollutants causes detrimental effects on human health, especially for children. The environmental opportunity score looks at 12 indicators to determine the level of environmental health of a community. The score is created through the consideration of both the pollution burden of exposure, and the population characteristics of an area. Newark has a mixed classification of environmental impacts, with portions of the city identified as having more positive environmental outcomes and others with less.

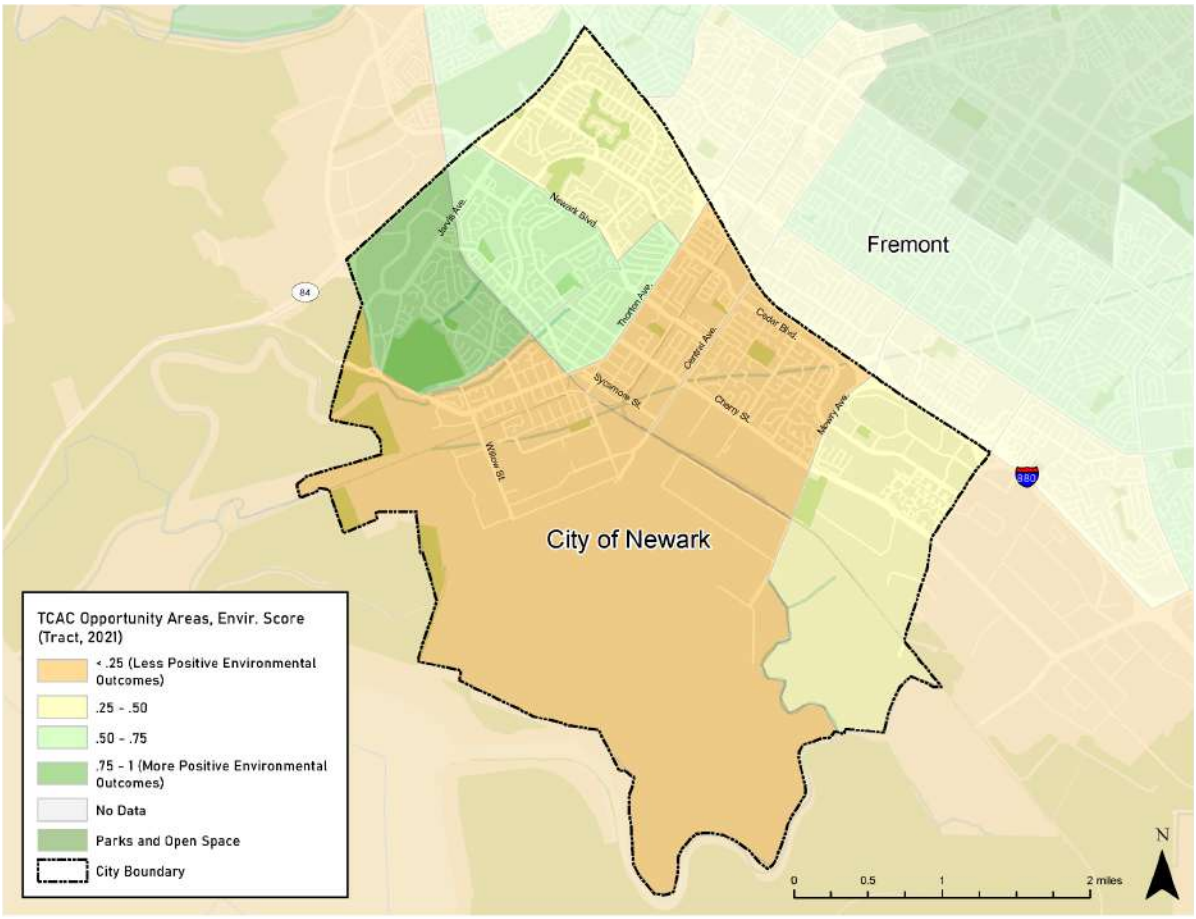
As a whole, Newark has fine particulate matter rates of 7.2 micrometers, which are higher than the World Health Organization guideline of 5 micrometers, but lower than the US EPA standard of 12 micrometers. These levels can be attributed to industrial outputs, diesel exhaust from major arterials, and two freeways that border Newark. From December 1, 2019 - November 30, 2020,

Aclima collated data showing particulate samples of 8.7 micrometers along Thornton Avenue. The CalEnviroScreen score ranks census tracks from 1 to 100, with 100 being the highest percentile of communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution. Figure 3-13 shows the patchwork distribution of outcomes, with the lowest environmental outcomes in central Newark and a portion of the Old Town area that is also home to a majority of BIPOC and low income residents. The census tract is 47 percent Hispanic / Latinx, Asian (26.6%) and African American (4.1%) residents. This area has an overall pollution burden percentile of 61 and 76th percentile for asthma, while areas with higher environmental outcomes are in the Northwestern corner of the city. Long-term exposure may increase the risk of respiratory disease, heart disease, decreased lung function, premature birth, and reduced life expectancy. For Newark, with a high percentage of families with children in the city, addressing environmental issues is vital to addressing environmental justice.

According to an analysis conducted by ESA towards the preparation of an Environmental Justice Element in Newark, the following are major indicators of environmental contamination:

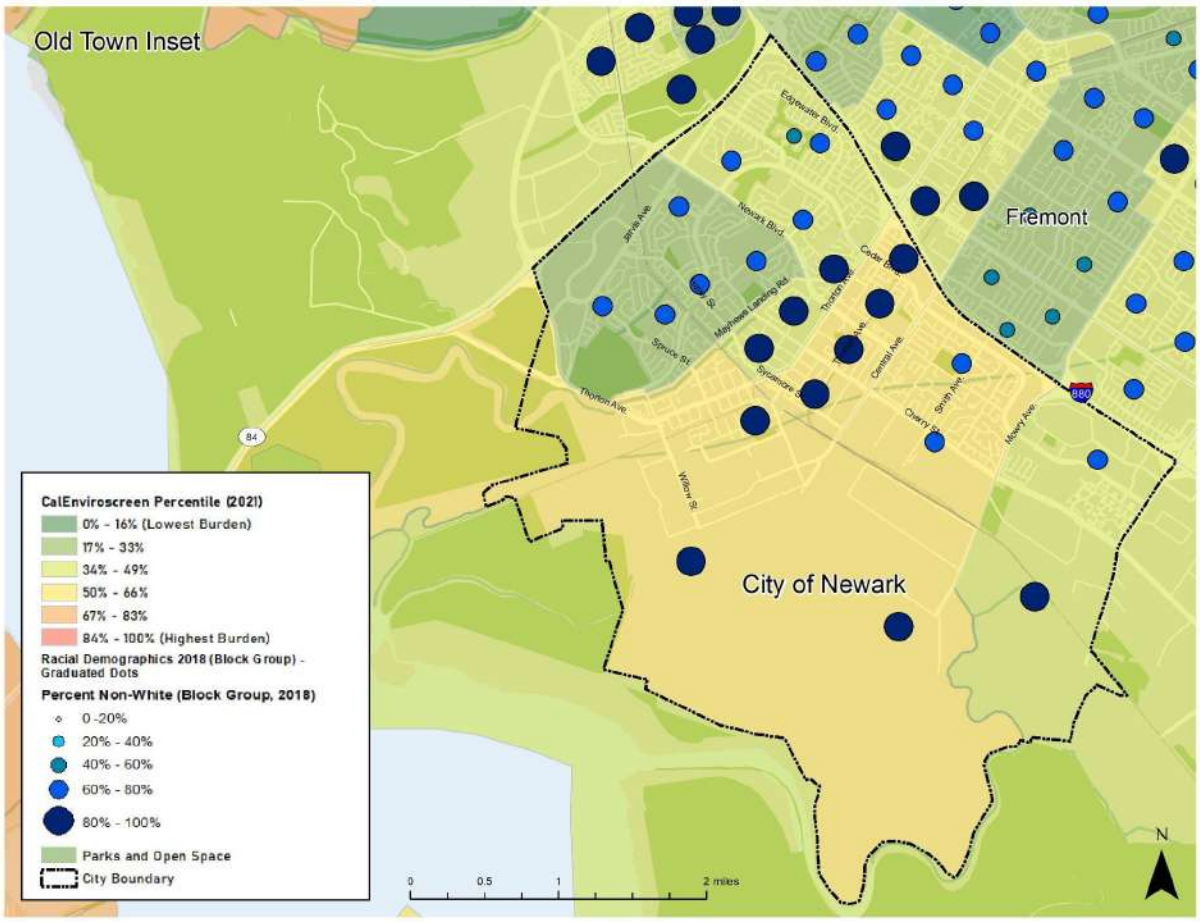
1. Ozone Concentrations,
2. PM 2.5 Concentrations
3. Diesel PM Emissions
4. Drinking-Water Contaminants
5. Pesticide Use
6. Toxic Releases from Facilities
7. Traffic Density
8. Cleanup Sites
9. Groundwater Threats
10. Hazardous Waste Generators and Facilities
11. Impaired Water Bodies
12. Solid Waste Sites and Facilities

Figure 3-13: Environmental Opportunity Score, 2021



Source: HCD AFFH Data Resources and Mapping Tool.

Figure 3-14: CalEnviroScreen and Non-White Population, 2021 and 2018

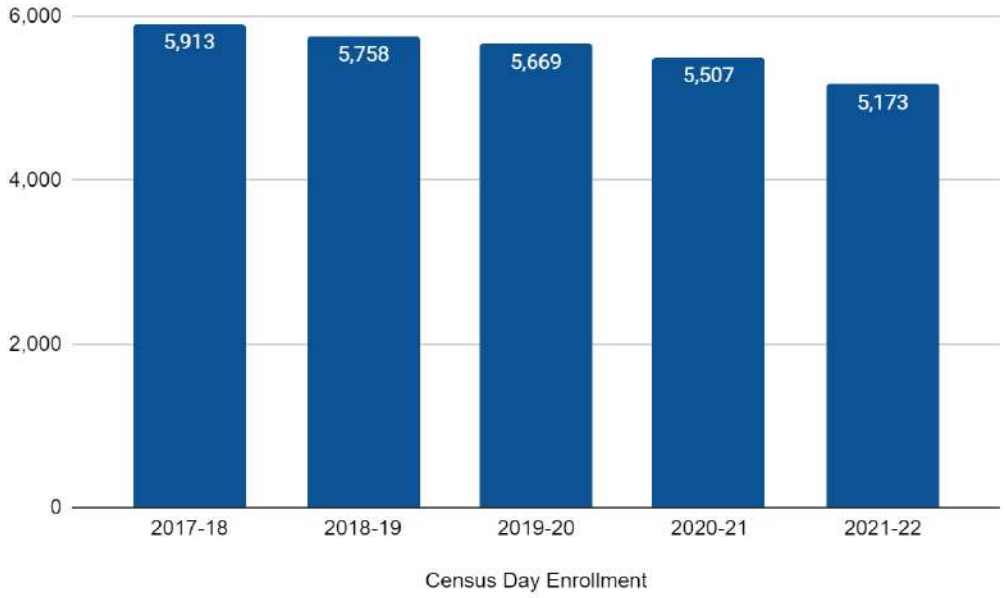


Source: HCD AFFH Data Resources and Mapping Tool.

Education

Equitable access to culturally relevant and engaging educational opportunities is foundational in increasing opportunities for all residents. Newark Unified school district has 11 schools in total, with 2 of its eight elementary schools either closed within the past year or scheduled to close in following the 2022 school year. The school board is making the choice to close schools in response to a 6 million dollar budget shortfall, due to declining enrollment.

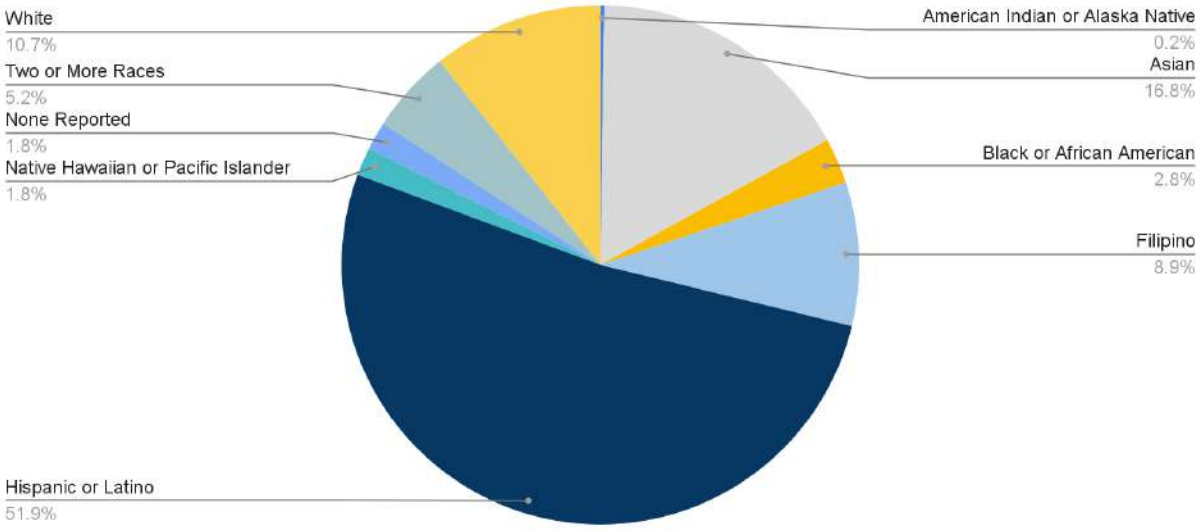
Figure 3-15: Newark School Enrollment, 2017-2022



Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS)

The racial and ethnic makeup of the district is highly diverse, with Hispanic/Latinx students comprising the majority of the population at 51.9 percent, followed by Asian at 16.8 percent, White at 10 percent and Filipino at 8.9 percent . Figure 3-16 goes into detail of the full district breakdown.

Figure 3-16: Race and Ethnicity of Newark Unified School District, 2020-2021 School Year



Source: Data collected by the California Department of Education (CDE) through the California Longitudinal Pupil Achievement Data System (CALPADS).

Students in the Newark Unified school district have a comparable percentage of students qualifying for free or reduced lunch as Alameda County, at 40.5 percent and 40.7 percent respectively. Both are below the state average at 57.8 percent. Within the district there is a wide range of students that qualify for free and reduced lunch. The California Department of Education district level data for the 2021 to 2022 school year finds Shilling Elementary with the highest percentage of students that qualify for free or reduced lunch at 60 percent, followed by Musick Elementary at 57 percent, one of the schools that is slated to be closed for the 2022-2023 school year, with students distributed among other schools. Schools with the lowest levels of students qualifying for free or reduced lunch are John F Kenedy Elementary school at 23 percent, and Birch Grove Intermediate and Primary schools at 28 and 30 percent respectively.

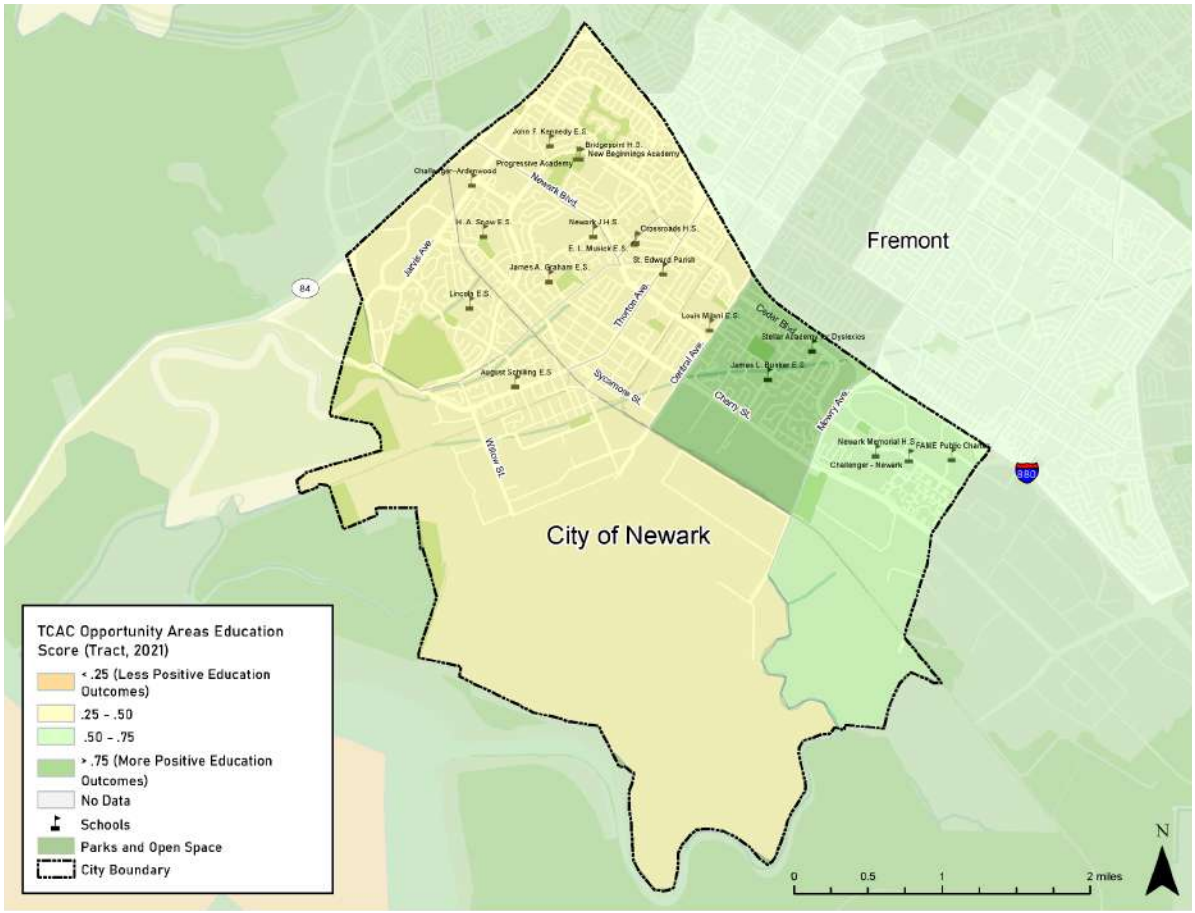
Table 3-8: Selected District Level Data - 0161234—Newark Unified for the year 2021-2022

School	Free or Reduced Price Meals
Non-public non-sectarian schools	3 (42.9%)
August Schilling Elementary	227 (59.9%)
Birch Grove Intermediate	118 (28.0%)
Birch Grove Primary	108 (30.0%)
Bridgepoint High (Continuation)	29 (46.8%)
Coyote Hills Elementary	260 (50.0%)
Crossroads High (Alternative)	70 (43.2%)
E. L. Musick Elementary	101 (57.4%)
John F. Kennedy Elementary	92 (23.0%)
Lincoln Elementary	174 (46.8%)
Newark Junior High	280 (41.2%)
Newark Memorial High	632 (38.7%)
District Total:	***2,094 (40.5%)***
County Total:	***87,363 (40.7%)***
State Totals:	***3,404,572 (57.8%)***

Source: California Department of Education, 2022

The city asked residents through the housing survey what would need to change to feel that their neighborhood is high in opportunity, and residents identified education as one of the top three things. Educational opportunity is measured by Math and Reading Proficiency, High School Graduation Rate, Student Poverty, High Segregation and Poverty. Overall according to the HCD AFFH Data viewer, the majority of Newark has lower than average education opportunities. The one area of Newark that has more positive educational outcomes is near Birch Grove Primary school. The elementary schools have similar performance levels on state indicators, which indicates the role of student poverty in the classification. We recognize that although measures of achievement such as test scores and levels of poverty are indicators, it is difficult to fully measure what a school means for a community. When Graham Elementary was threatened with closure, the primarily Latinx school community rallied together to share what the school community means to them to the school board in hopes of evading closure. Ultimately the school was combined with Snow elementary to form a new school, Coyote Hills Elementary.

Figure 3-17: Educational Opportunity Index, 2021



Source: HCD AFFH Data Resources and Mapping Tool.

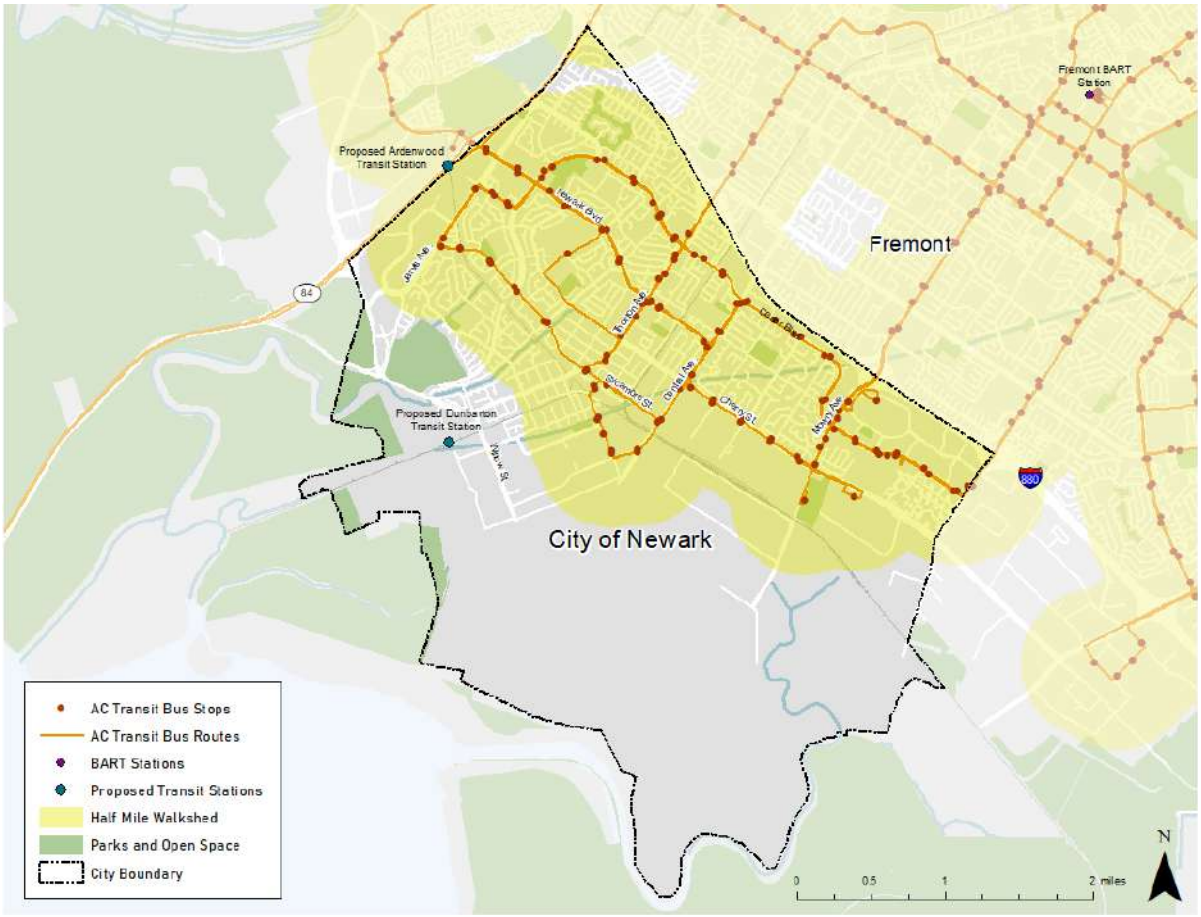
Transportation Access and Cost

To better understand housing affordability, it is important to look at transportation costs associated with a location. Figure 3-19 shows the combined housing and transportation costs in Newark. Due to Newark being low density and auto oriented, with a lack of high frequency public transportation options, the majority of households spend more than 45% of their income on housing and transportation. Only 4 percent of households have combined costs less than 30% of income. Newark has no neighborhoods identified as location efficient, with housing that is close to jobs and services, with a number of transportation options. Due to this fact, 49 percent of residents spend 45 to 54 percent of their income on housing, with 23 percent spending 54 to 66 percent.

Currently, Newark is served by Alameda County Transit (AC Transit) bus service. Public transportation is accessible on major arterials such as Newark Blvd, Ceder, and Thorton. Unlike neighboring Union City and Fremont, there is no BART station in Newark, although a number of bus routes do connect with the Fremont BART station. Public transit options are more accessible in the northern portion of the city, with the addition of three school bus lines from AC Transit during the school year to Newark Memorial High School. Residents in our community meeting expressed the desire for more options beyond the personal automobile such as increased bus service and infrastructure for biking to reduce traffic congestion and be responsive to climate change. Newark's Pedestrian and Bicycle Master plan outlines a number of improvements, such as protected bike lanes, pedestrian overpass for train tracks and an increase in the number of bike lanes.

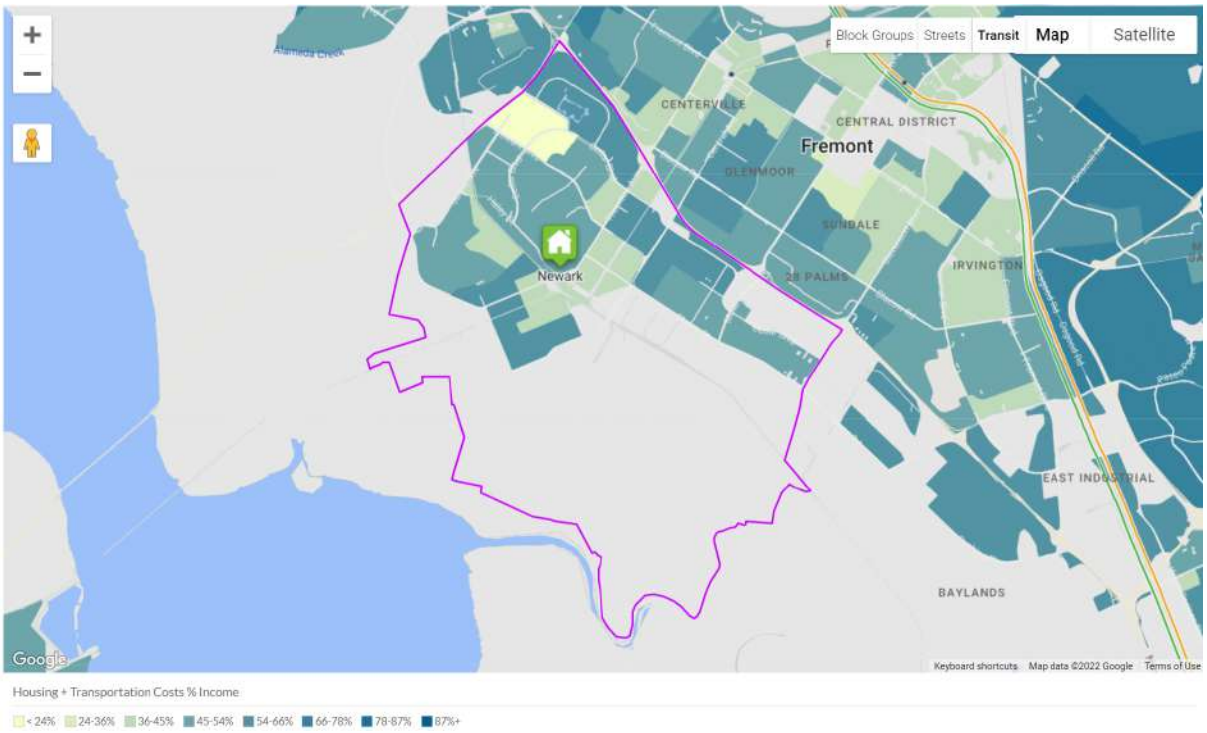
"Housing close to walkable parks and transit. Also need more transit options." – Community comment

Figure 3-18: Alameda County Transit Bus Stops and Proposed Transit Stations, 2022



Source: AC Transit, adapted by Community Planning Collaborative, 2022

Figure 3-19: Housing and Transportation Costs as a Percentage of Income



Source: The Center for Neighborhood Technology's Housing and Transportation (H+T®) Affordability Index,

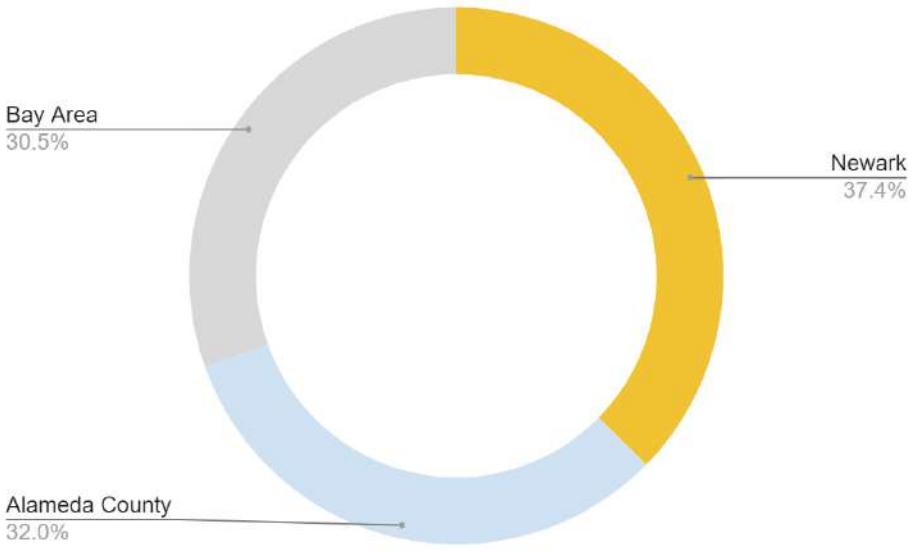
G. Disproportionate Housing Needs for Low-income Households and Protected Classes

Familial Status

The Fair Housing Act (FHA) bans discrimination based on certain protected classes, including "familial status," which refers to the presence of at least one child under 18 years old. Under the FHA, familial status discrimination occurs when a landlord, property manager, real estate agent, or property owner treats someone differently because they have a family with one or more individuals who are under 18 years of age. A "family" also includes people who are pregnant and people who are in the process of securing legal custody of a person under 18 years of age, including a family that is in the process of adopting a child, or foster parents. All families with children are protected by the FHA against familial status discrimination, including single-parent households and same-sex couples with children. Rules that unreasonably restrict children or limit the ability of children to use their housing or the common facilities at the property may violate the FHA. Moreover, enforcing certain rules only against families with children may also violate the FHA. The following are the types of conduct that may violate the FHA:

- Refusing to rent, sell, or negotiate with a family because the family has one or more children under 18 years of age.
- Advertising a preference for households without children or otherwise discouraging such families.
- Telling an individual or family no unit is available even though a unit is in fact available.
- Forcing families into housing units that are larger than necessary.
- Designating certain floors or buildings for families with children, or encouraging families with children to reside in particular areas.
- Charging additional rent, security deposit, or fees because a household has children under 18 years of age.

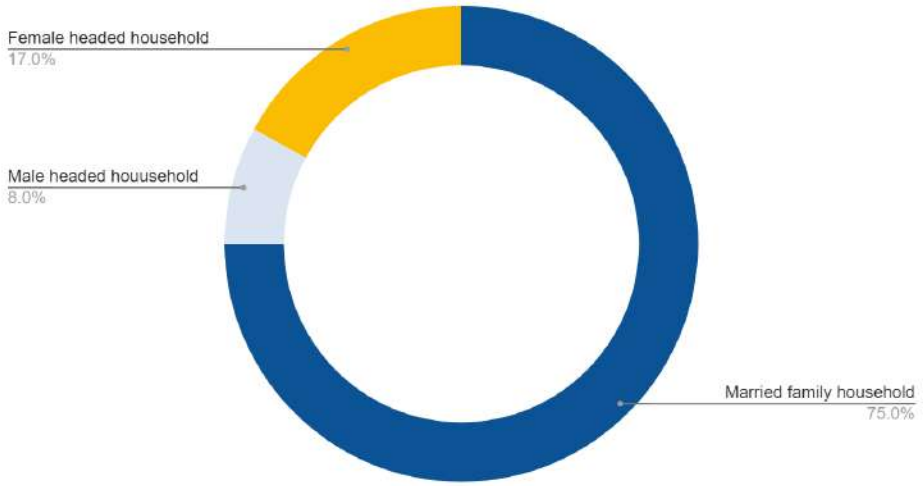
Figure 3-20: Percentage of Households With Children Under 18 Years of Age, 2015- 2019



Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates. Table B11005

Newark has many family households with an average family size of 3.61 people (ACS 2016-2020). The city has 37 percent of households with a child under 18 years of age. This rate is higher than both Alameda County (32%) and the Bay Area (30.5%). Although discrimination based upon family status has not been reported in Newark, it has been reported at the county level. Households with children face additional challenges accessing housing that meets their needs for both size and cost. Survey results found that when asked what are the most urgent housing needs at this time, 50 percent responded that housing for families was the greatest need.

Figure 3-21: Family Structures in Newark, 2015- 2019



Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates. Table S1101

"I would love to see more housing programs accessible for families currently in Newark"
– Community Member

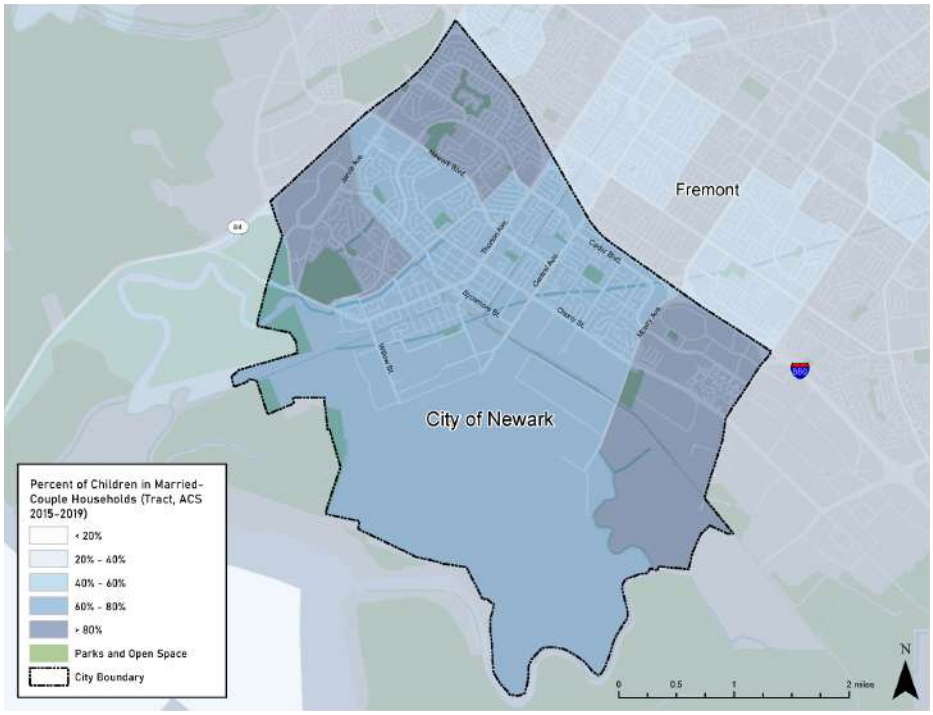
Households headed by one person are often at greater risk of housing insecurity, particularly female headed households, who may be supporting children or a family with only one income. In Newark, the largest proportion of households are Married-Couple Family Households at 75% of total, while Female Headed Households make up 17 percent of all family households and male headed comprise 8 percent. Throughout engagement with the community, the city has heard from residents that housing for families, and single parents in particular is a high need.

"I'm an inside wireman electrician for 26 years. I cannot afford to buy a home in this town as a single father of 2. $2million per home is ridiculously high. I am a critical worker, not just essential, and cannot afford to stay with these house prices."

Female-headed households with children may face particular housing challenges, with pervasive gender inequality resulting in lower wages for women. Moreover, the added need for childcare can make finding a home that is affordable even more challenging.

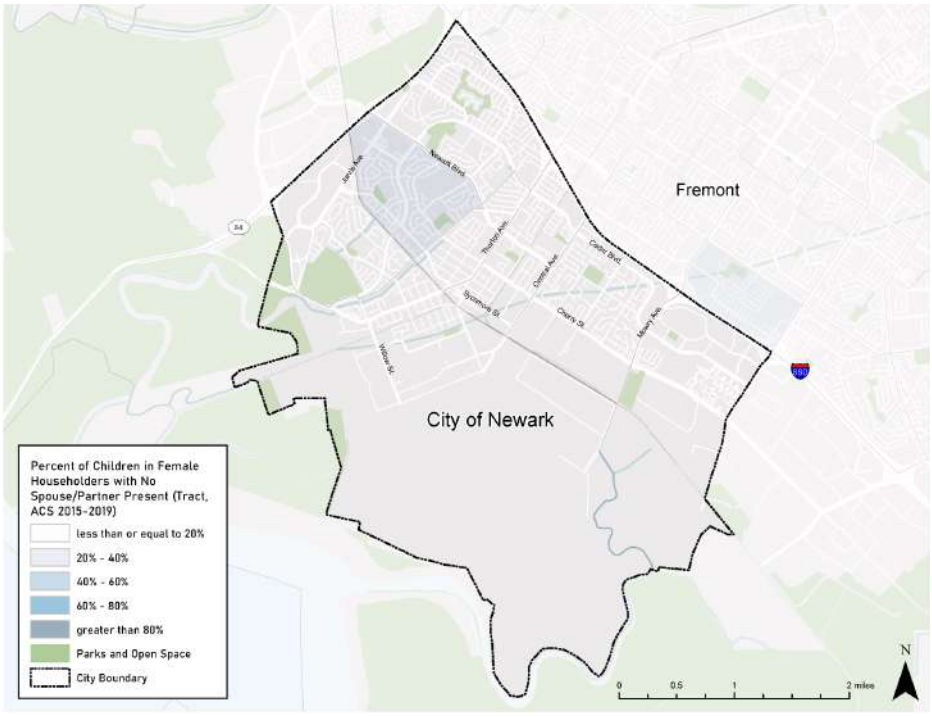
Figure 3-24 shows In Newark, 22.8% of female-headed households with children fall below the Federal Poverty Line, while 5.7% of female-headed households without children live in poverty (Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B17012).

Figure 3-22: Percent of Married Couples with Children, 2015- 2019



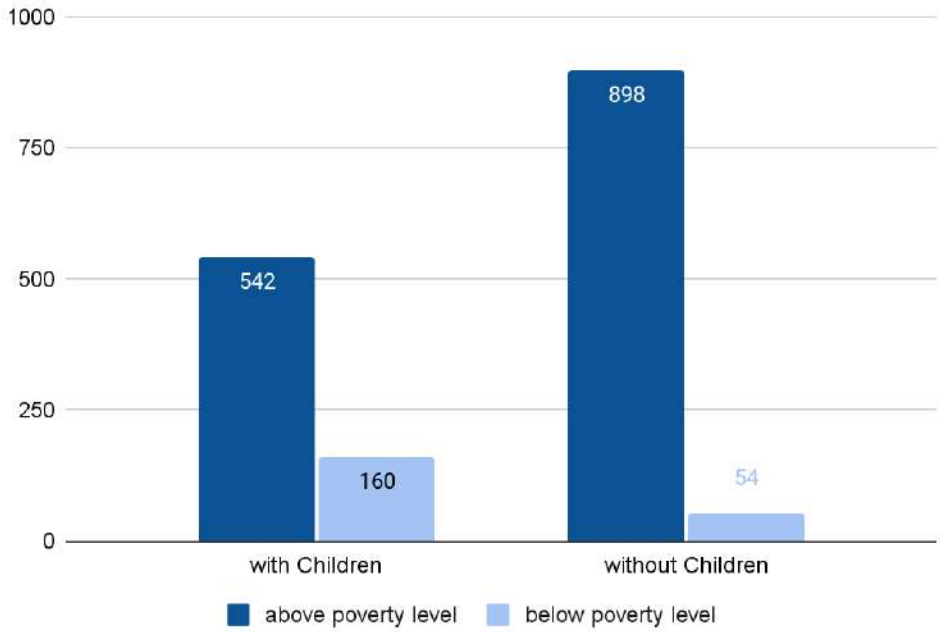
Source: HCD AFFH Data Resources and Mapping Tool.

Figure 3-23: Percent of Children in a Female Headed Household, 2015- 2019



Source: HCD AFFH Data Resources and Mapping Tool.

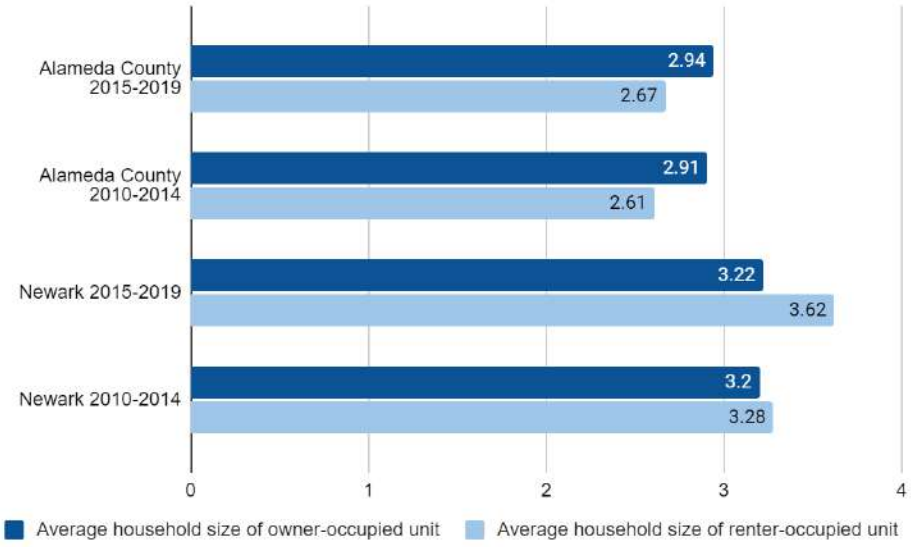
Figure 3-24: Poverty Levels of Female Headed Households in Newark, 2015- 2019



Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates. Table B17012

Household Size

Figure 3-25: Comparison of Household Size for Owners and Renters in Alameda County and Newark, 2015- 2019



Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates. Table CP04, Comparative

Housing Characteristics

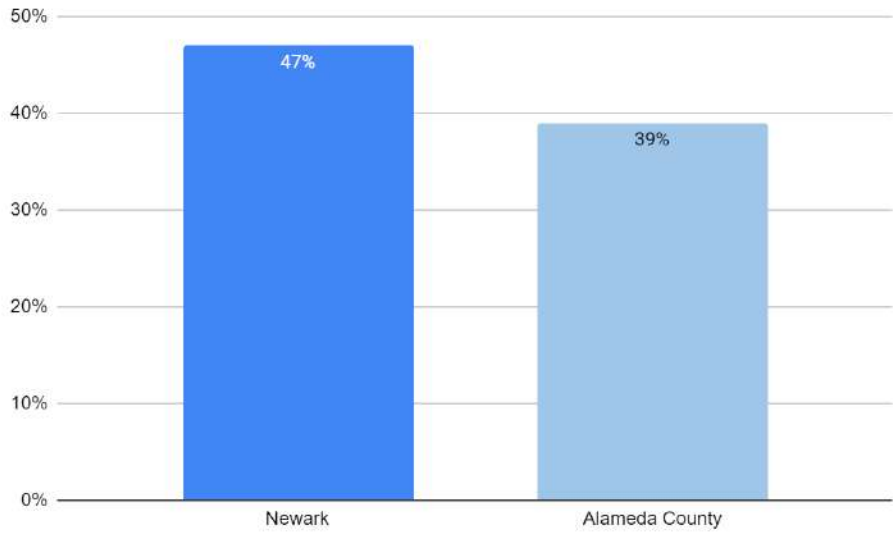
Seniors

The senior population in Newark has increased significantly since 2010, with a 47 percent increase, compared with a 39 percent increase from Alameda county. This could partially be attributed to the construction of Newark Station, a 75 unit building completed in 2019. Figure 3-27, shows seniors in Newark are overwhelmingly home owners at all income levels, with seniors at the lowest income level having the highest percentage of renters at 37 percent. Housing needs change as we move through life, and due to seniors living on fixed incomes in smaller households, Newark needs housing types and programs to support seniors to age in place and remain in their community.

"Developing a shared housing program with others that need a room to rent, connect seniors with single people who need affordable housing. Helps seniors on limited incomes"

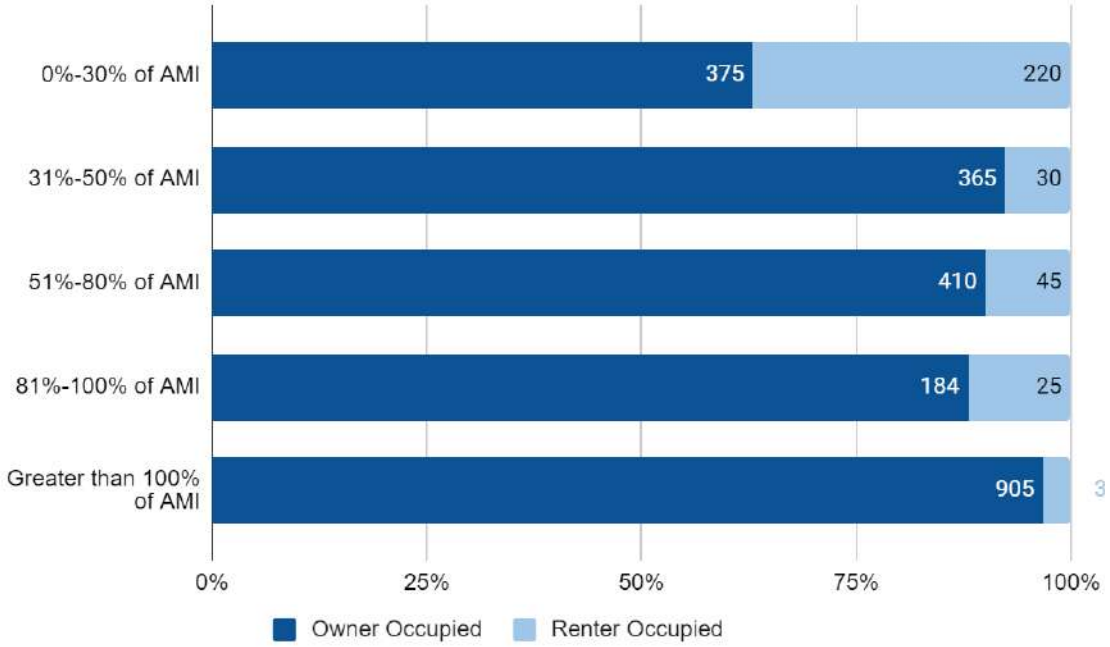
– Community meeting comment

Figure 3-26: Increase of Senior Population, 2010 to 2019



Source: American Community Survey 2015- 2019, 5-Year Estimate

Figure 3-27: Seniors Income Level, Owners and Renters, 2015 -2019



Source: American Community Survey 2015- 2019, 5-Year Estimate

Disability Status

The U.S. Census Bureau defines disability as one of the following: hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and independent living difficulty. In Newark 3,561 residents over the age of 5 had a disability in 2018. This group equates to approximately 8 percent of the non-institutionalized population over age five in the City, which is slightly lower than the county (10 percent) and lower than the Bay Area (11 percent). Figure 3-28 shows the population of persons with a disability by age in the City. At the local level, seniors in Newark have the highest rates of disability of all age groups at 52 percent. Ambulatory difficulty and independent living were the highest for seniors at 23 and 22 percent, followed by hearing difficulty (13%). African Americans have significantly higher rates of disability compared to other racial and ethnic groups in the city at 22 percent, followed by White residents at 13 percent. Those living with a disability often have specialized housing needs due to living on a fixed or limited incomes, physical or intellectual disabilities or increased health care costs. This points toward a need for housing that incorporates universal design, is integrated within the community, in close proximity to public transportation, and supports seniors to age in place.

In conversation with Darin Lounds, executive director of the Housing Development Consortium of the East Bay, he shared a number of ways that the city of Newark can support inclusive housing options for people with developmental disabilities:

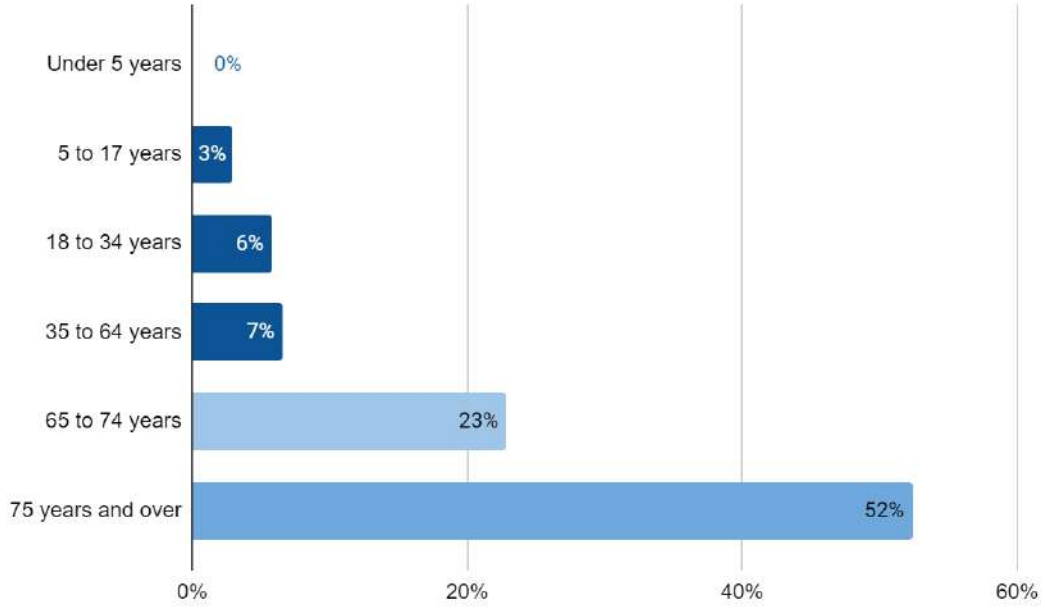
- Work with tax credit developers in larger multi families, to have a percentage devoted to people with disabilities. It is key for jurisdictions to work with developers when they are proposing new developments.
- Transit lines are most important. Only 10% of the demographic own a vehicle. Parking needs are more of a commercial need to provide services, less of a residential need.
- Discrimination: when property owners hear the income is SSI or disability, or someone with visible disability, they form assumptions about their ability to maintain a home. The regional center helps people to live in the community, they have a circle of support.
- Maximum integration is key, not just a big building with one demographic

Table 3-9: Residents With A Disability, Newark and Region, 2015- 2019

Geography	No disability	With a disability	Percentage
Newark	43,583	3,561	8%
Alameda County	1,496,381	151,368	10%
Bay Area	6,919,762	735,533	11%

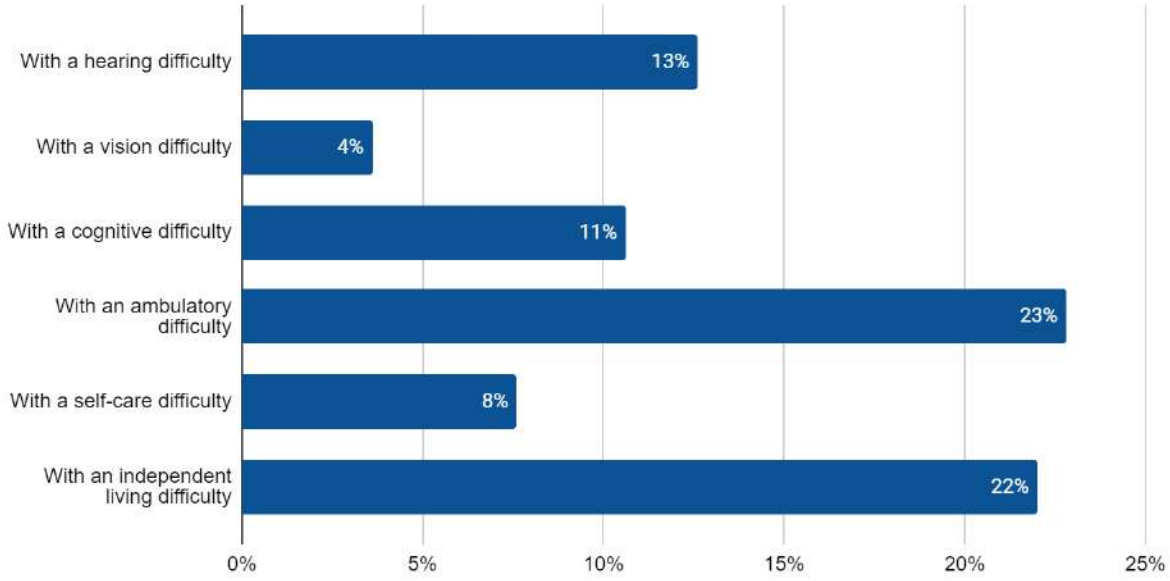
Source: U.S. Census Bureau, American Community Survey 5-Year estimate 2015-2019. Table B18101

Figure 3-28: Disability Status By Age, 2016- 2020



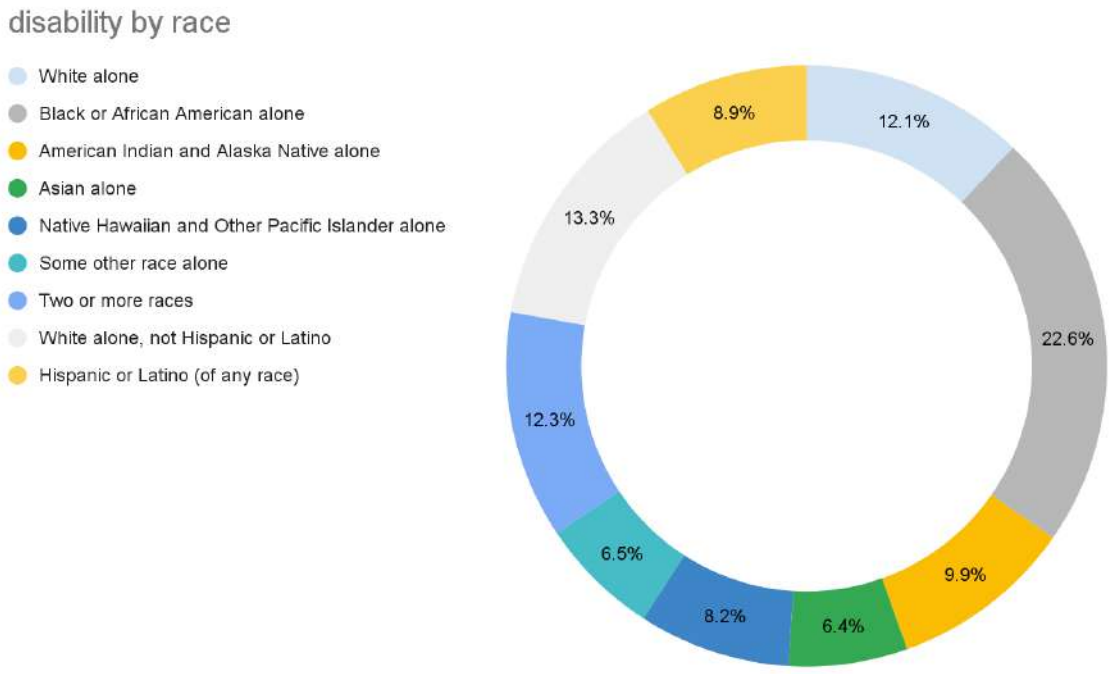
Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates. Table S1810

Figure 3-29: Newark Senior Population with Disability, 65 years and Older, 2016- 2020



Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates. Disability Characteristics, Table S1810

Figure 3-30: Disability Status by Race, 2016- 2020



Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates. Disability Characteristics, Table S1810

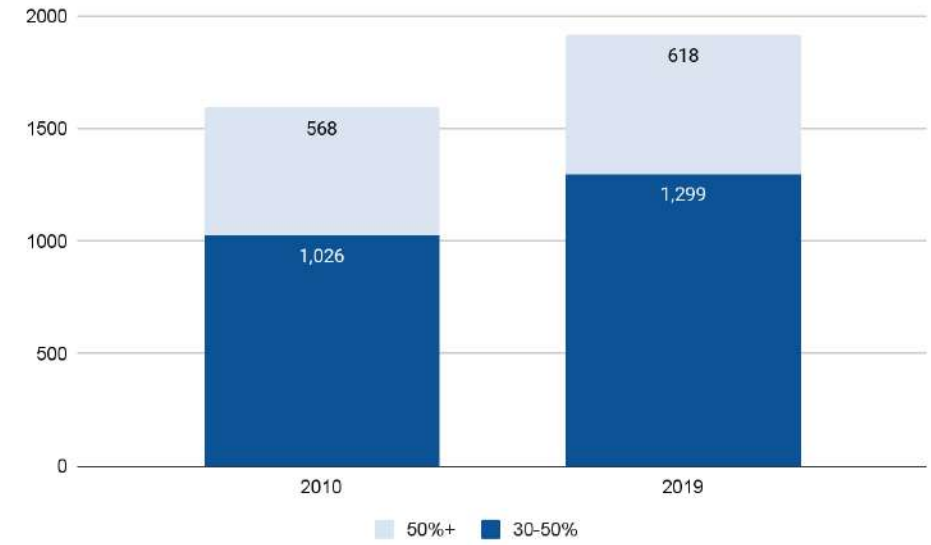
Cost Burden and Overpayment

From 2010-2019, Newark has experienced large increases in both rental and homeownership costs. Two-bedroom rents increased by 45 percent, while two-bedroom home prices have increased by 122 percent (Costar, 2010 and 2019 American Community Survey, 5-Year Estimates, Redfin). The growth in housing costs has outpaced the growth in income leading to large numbers of households cost burdened and experiencing homelessness.

The Department of Housing and Urban Development considers housing to be affordable for a household if the household spends less than 30% of its income on housing costs. A household is considered "cost-burdened" if it spends more than 30% of its monthly income on housing costs, while those who spend more than 50% of their income on housing costs are considered "severely cost-burdened." In Newark, 44 percent of households spend 30%-50% of their income on housing, while 14 percent of households are severely cost burdened and use the majority of their income for housing. Over time, households have become increasingly cost burdened, with a 20 percent increase from 2010 to 2019. Figure 3-31 shows how households in Newark are cost burdened by income. While residents are cost burdened and severely cost burdened at all income levels, residents making below 50 percent area median income experience the highest levels. Fifty-seven percent of residents earning up to 30 percent of the area median income are severely cost burdened, with 22 percent spending 30 to 50 percent of their income on housing. Homeowners Median income households are still finding themselves costburden with 60 percent of households making 50 to 80 percent of median income are cost burdened.

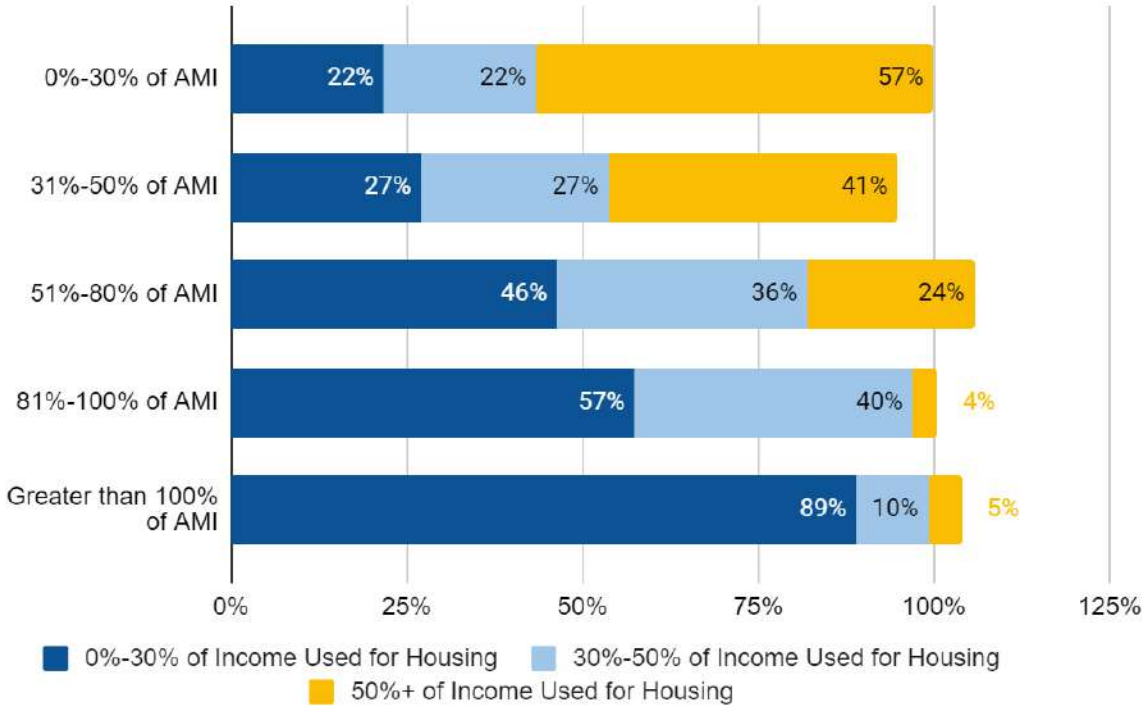
Figure 3-33 shows that renters are more likely to be cost burdened, with twice the number of renters (30%) spending more than 30 percent of their income on housing compared to 16 percent of homeowners, and 14 percent of renters are severely cost burdened. This places renters at a greater risk of living in overcrowded housing, displacement and homelessness.

Figure 3-31: Cost Burden Renter Households in Newark Over Time, 2015- 2019



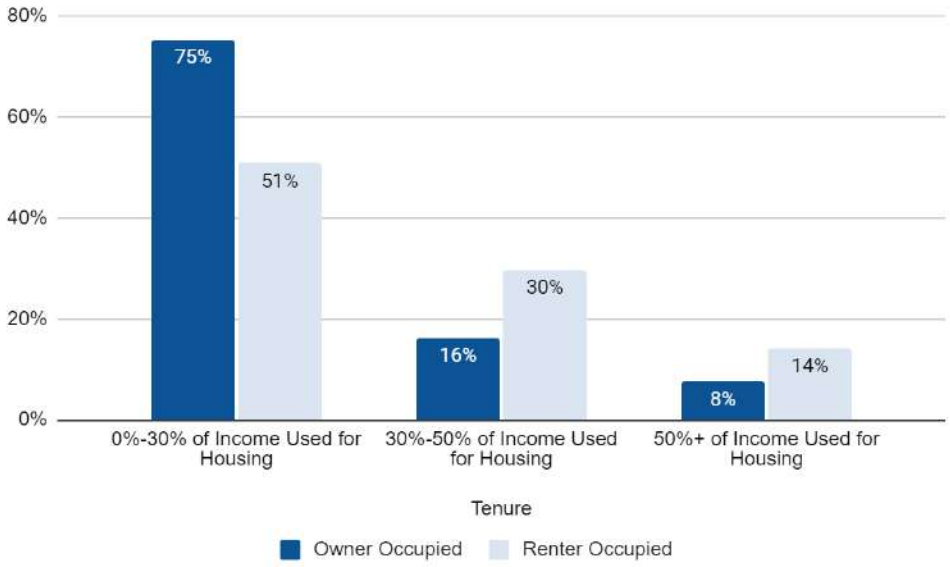
Source: American Community Survey 2015-2019, 5-Year Estimate

Figure 3-32: Cost Burdened by Income, 2013- 2017



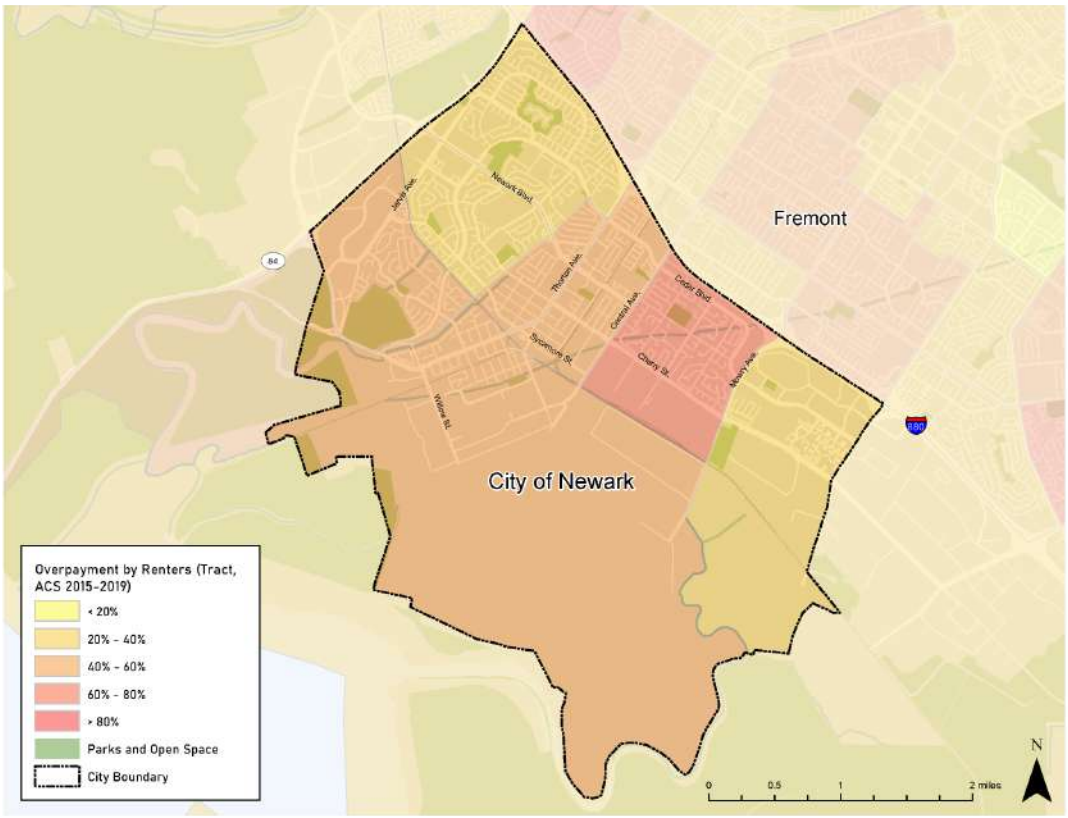
Source: US Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy. ACS tabulation, 2013-2017 release

Figure 3-33: Cost Burdened Households, Renters and Homeowners, 2015- 2019



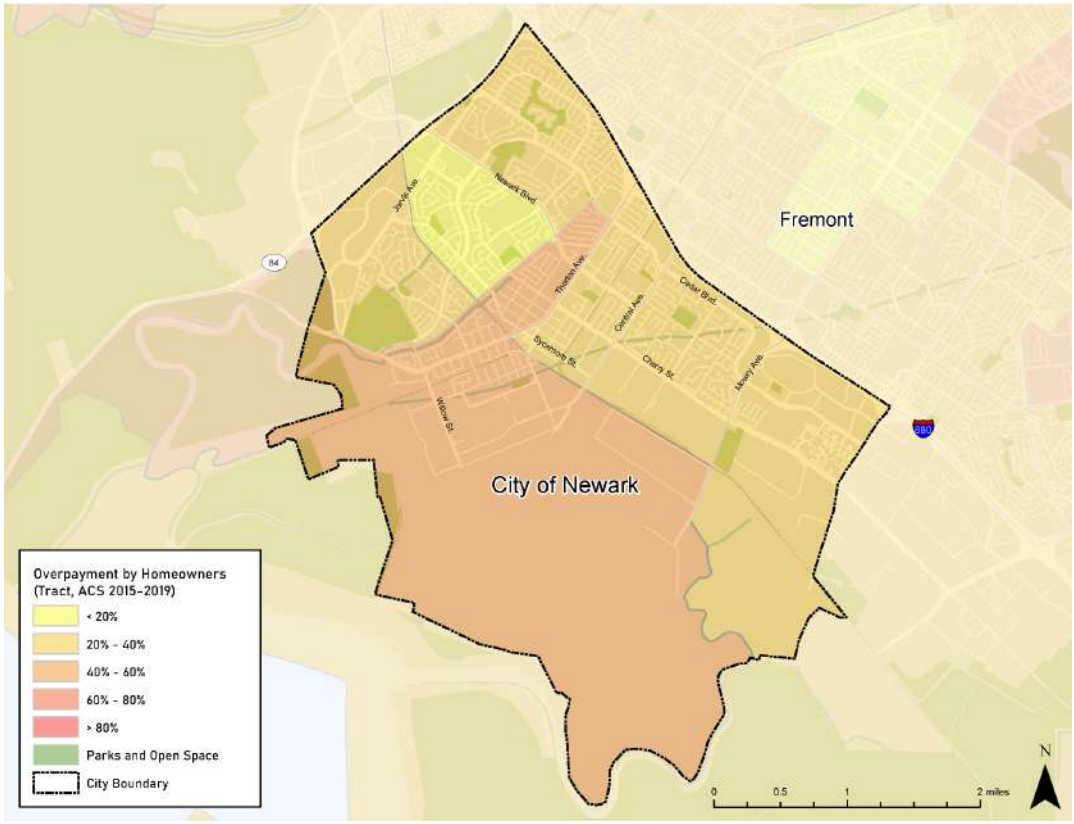
US Census Bureau, American Community Survey, 5 year data, 2015-2019, Table B25070, B25091

Figure 3-34: Overpayment by Renters, 2015- 2019



Source: HCD AFFH Data Resources and Mapping Tool.

Figure 3-35: Overpayment by Homeowners, 2015- 2019

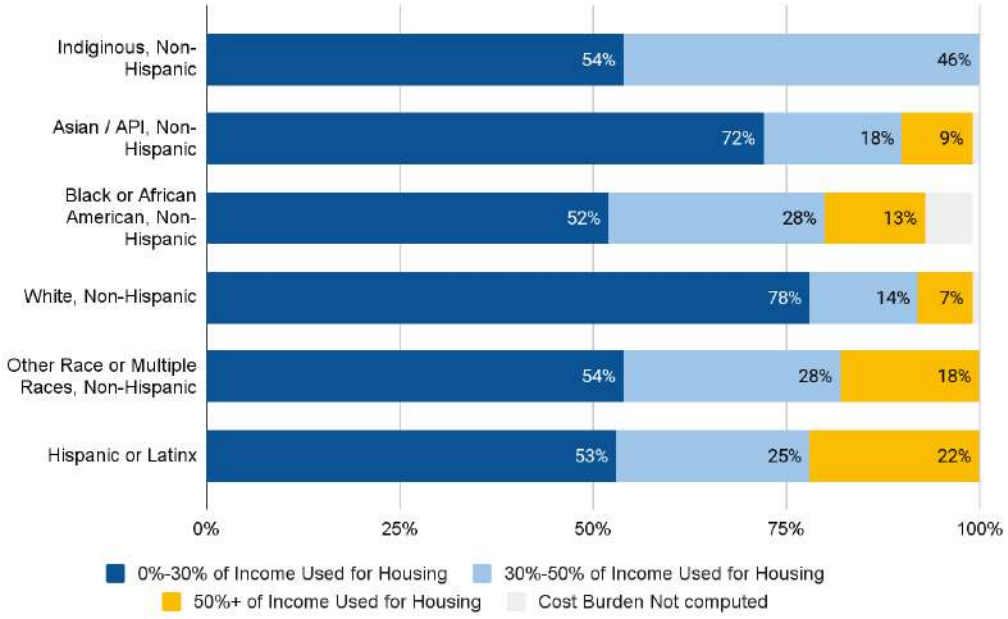


Source: HCD AFFH Data Resources and Mapping Tool.

Cost Burdened Households by Race

Residents who are cost burdened in Newark are disproportionately experienced by some ethnic groups more than others. Figure 3-36 exhibits the changing demographics of being cost burdened in Newark. Black (41%), Indigenous (46%), Multi Racial (46%), and Latinx (47%) residents are the highest cost burdened, and most vulnerable to displacement, overcrowding and homelessness. Asian and White residents are the least cost burdened at 27 percent and 21 percent respectively.

Figure 3-36: Cost Burdened Residents by Race, 2013-2017



Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release Note: Hispanic category is not exclusive of other categories.

Overcrowding

An overcrowded household is defined as having more than one person per room, with severe overcrowding with more than 1.5 people sharing a room. Often immigrant communities, low income families and renter-occupied households are more likely to experience household overcrowding. Referred to as "doubling up"—living with family members or friends for economic reasons—is the most commonly reported living situation for families and individuals before experiencing homelessness.[10] Renters in Newark are more likely to live in overcrowded conditions than homeowners. Figure 3-37 shows renters experience overcrowding at 3 times the rate as homeowners at 18 percent, and severe overcrowding at 9 percent.

Central Newark in the Old Town area has 9 percent of households experiencing overcrowded housing, with 5 percent of households experiencing extreme overcrowding in the Northwest corner of the city. As shown in Figure 3-39, these two areas are predominantly occupied by communities of color, with 80 to 100 percent of residents in the Old Town area. Mixed race residents face the highest rates at 33 percent, followed by Hispanic/ Latinx (30%) and Indigenous residents at 22 percent. The Old Town Neighborhood specific plan has zoning changes that

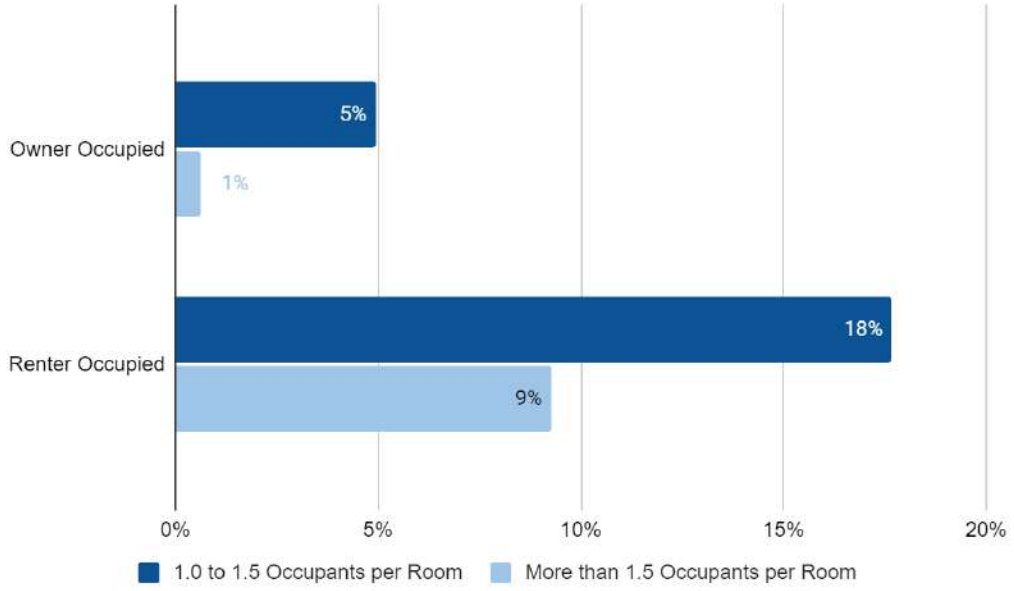
[10] Healthy Communities Data and Indicators Project, California Department of Public Health, Percent of Household Overcrowding, 2017

remove constraints to the production of affordable housing. The upcoming development in the Old Town neighborhood by Satellite Affordable Housing, will provide 56 units of affordable housing, a quarter are 3 bedrooms specifically for large families.

"Families that are doubled up, tripled up can really use some programs that help them find more suitable accommodations in the community they want to stay in"

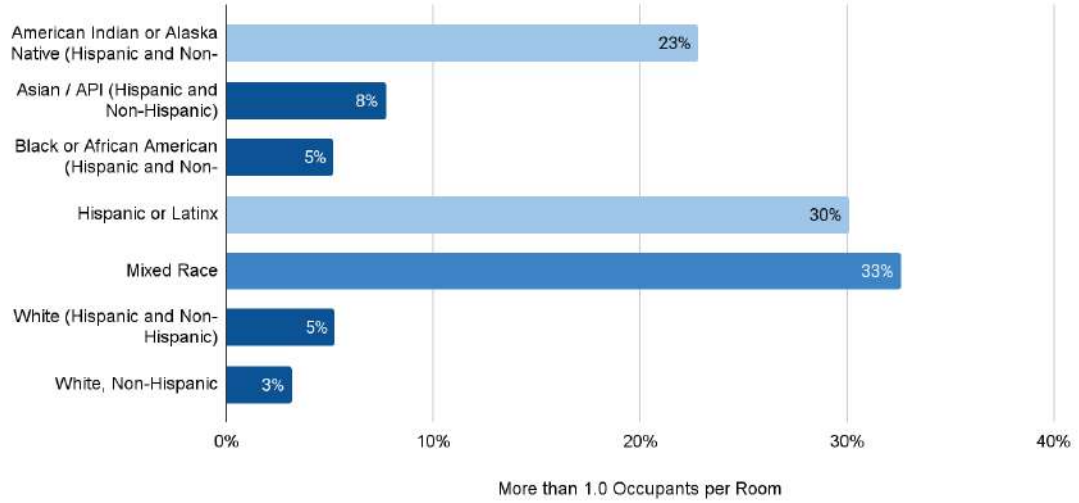
— Community meeting breakout session comment

Figure 3-37: Percent of Owner and Renter Households Living in Crowded Conditions, 2013- 2017



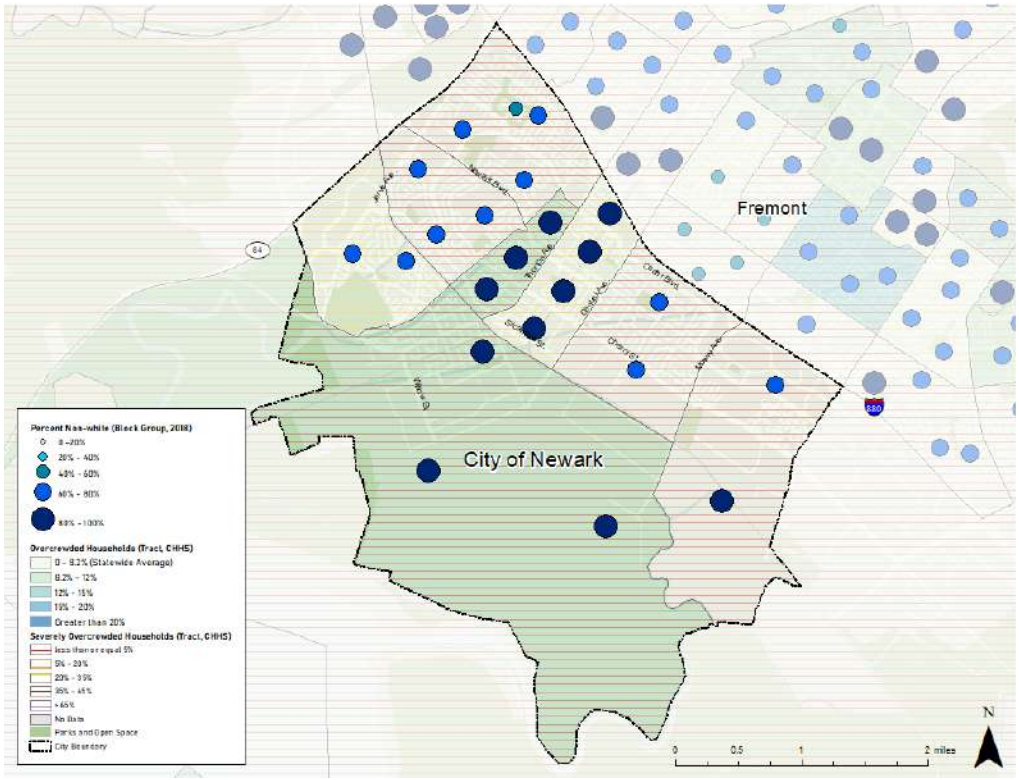
U.S. Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS), ACS Tabulation 2013-2017

Figure 3-38: Overcrowding by Race and Ethnicity, 2015- 2019



Source: US Census Bureau, American Community Survey, 5 year data, 2015-2019, Table B25014

Figure 3-39: Overcrowding and Severe Overcrowding in Newark and Non-White Population, 2015- 2019 and 2018



Source: HCD AFFH Data Resources and Mapping Tool.

Housing Choice Vouchers and Subsidized Housing Developments

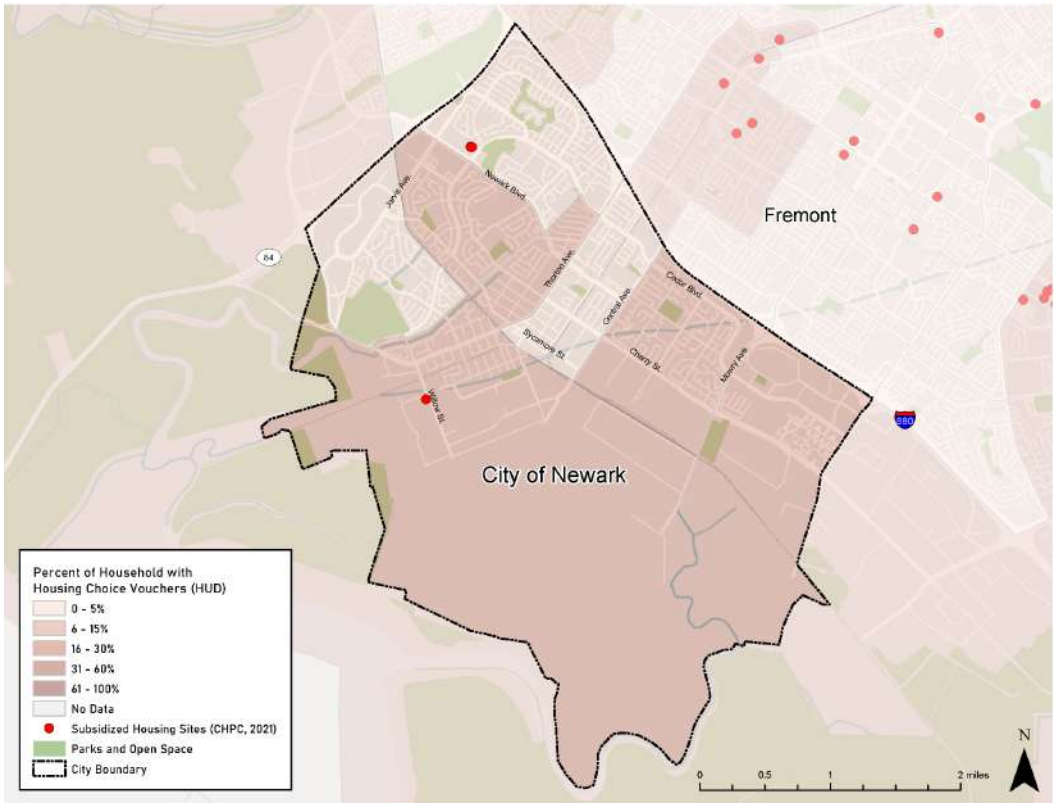
Newark has seen minimal development of subsidized housing, with three subsidized senior housing developments in the city, and a fourth subsidized senior housing development under construction with 79 units. The use of housing choice vouchers is low in Newark, with the majority of the city seeing a 5 to 15 percent use, and the remainder with 5 percent or less. Table 3-10 details the current subsidized housing in Newark. The city has 274 low income units at a low risk of conversion, with no units at the moderate, high and very high income brackets. The majority of subsidized housing in Newark is found in moderate resource areas, with one development in a low resource designated area

Table 3-10: Housing Units at Risk of Conversion, 2022

Name	Address	Affordable Units	Total Units	Active Program(s)	Risk Level	2021 TCAC/HCD Opportunity Map Designation
Newark Station Seniors	37433 Willow Street, Newark	74	75	LIHTC	Low	Low resource
Rosemont aka Newark Gardens I	35300 Cedar Blvd, Newark	150	150	HUD	Low	Moderate resource
Newark Gardens II	35322 Cedar Blvd, Newark	50	50	HUD	Low	Moderate resource

Source: California Housing Partnership, 2022

Figure 3-40: Subsidized Housing and Housing Choice Vouchers, 2021

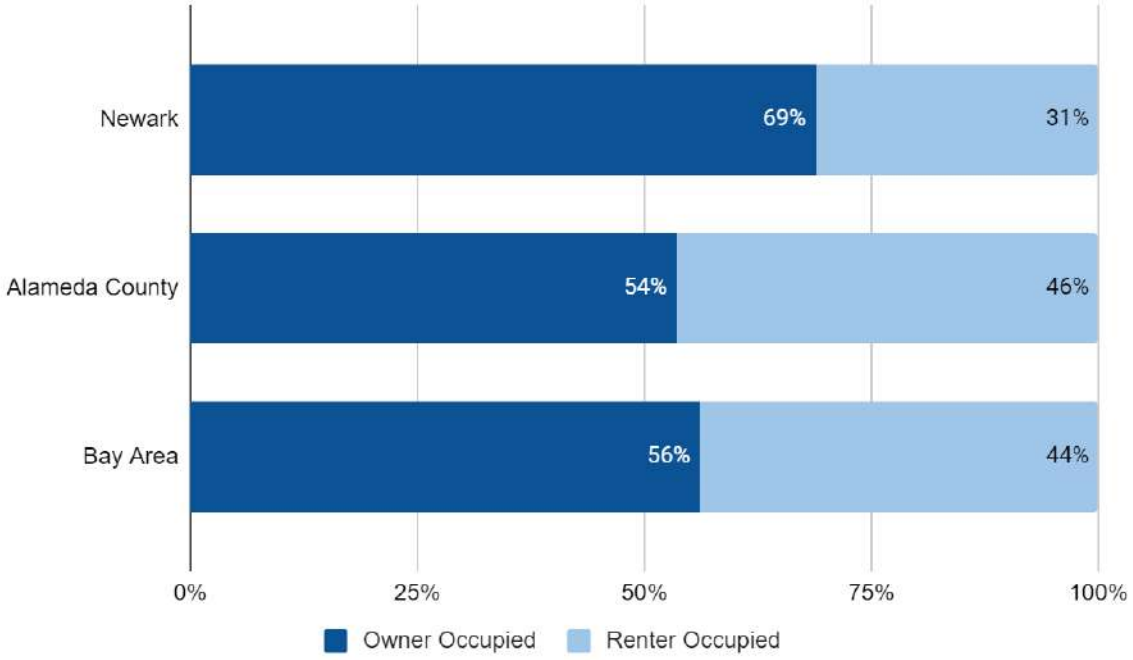


Source: HCD AFFH Data Resources and Mapping Tool.

Rates of Homeownership

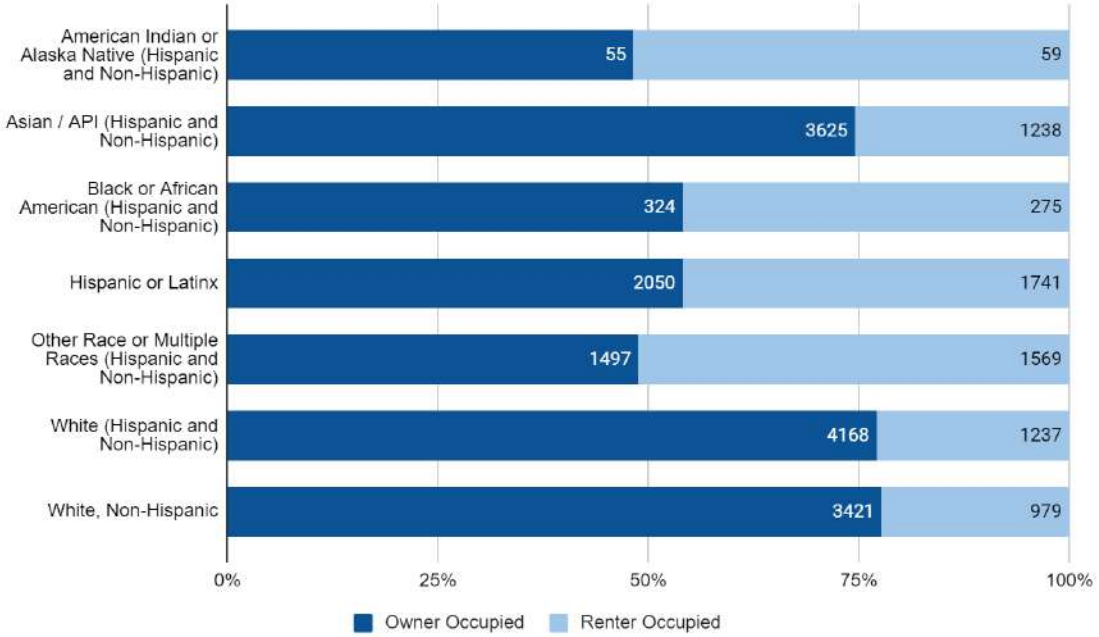
Homeownership in the United States has functioned as the key to generational wealth. Due to historic discrimination from the federal government, the real estate industry, BIPOC communities have lower homeownership rates in comparison to White residents. Addressing disparities between races in rates of homeownership is one way to address historic discrimination and access to wealth, furthering fair housing work. Newark has higher rates of homeownership at 69 percent, than Alameda County (54%) and the Bay Area (56%). Figure 3-42 shows homeowners in Newark are predominantly identified as White and Asian, with the lowest rates of homeownership being found with Indigenous, Black and Hispanic or Latinx residents. This corresponds with rates of acceptance for mortgages. Figure 3-43 shows that White and Asian residents have the highest rate of loan approval with Indigenous and Hispanic/ Latinx residents having the highest rates of application denied.

Figure 3-41: Housing Tenure in Newark, 2015- 2019



Source: U.S. Census Bureau, American Community Survey 5 year data, 2015-2019, Table B25003

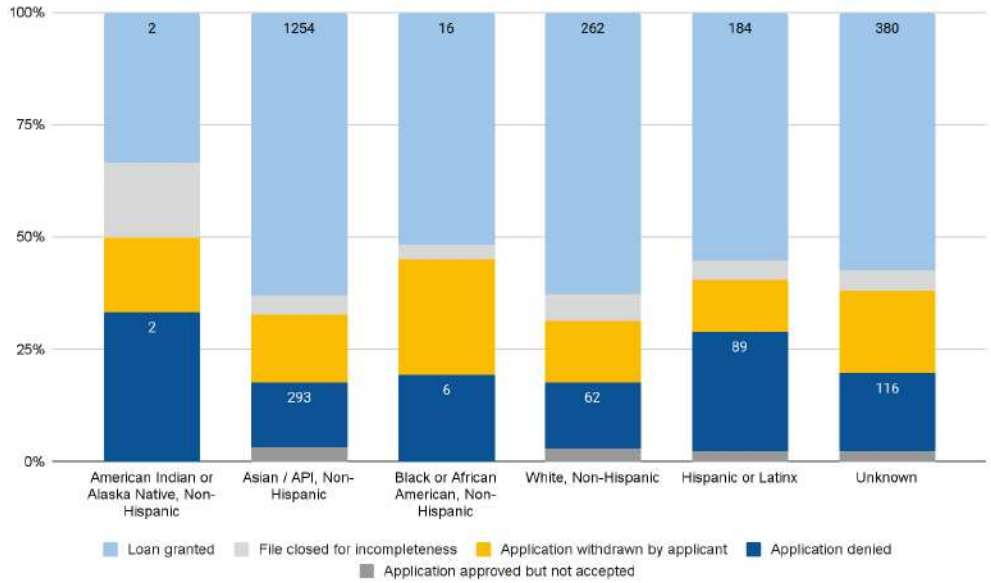
Figure 3-42: Rates of Homeownership by Race, 2015- 2019



Source: U.S. Census Bureau, American Community Survey 5 year data, 2015-2019, Table B25003

Mortgage Loan Access/Rates of Denial Loan Access/Rates of Denial

Figure 3-43: Mortgage Applications and Acceptance by Race, 2018-2019



Source: Federal Financial Institutions Examination Councils (FFIEC) Home Mortgage Disclosure Act Loan/ Application register Files

Substandard Housing

Concern over increased risk of displacement due to code enforcement violations has prompted a look at how substandard housing is addressed in communities. The majority of the community's housing stock is older than 40 years old, which can increase the need for repairs. Oftentimes it is low income renters and homeowners that will be living in substandard housing conditions. While rates of substandard housing, including housing without kitchen or bathroom facilities, is less than one percent, these units could be underreported. As described in section 2 of the housing needs assessment, the neighborhoods of Mirabeau and Old Town / Central Newark through code enforcement data show significant need of rehabilitation. Currently Newark is responsive to code enforcement reports of housing in need of repair, and is planning to develop a new system for addressing code violations that reduce the risk of housing being removed from the market. **Program H1.2** outlines how the city will develop a rental inspection program that will provide a structured process for property owners to address code violations. There will be a process of reinspection, and the creation of an online reporting process for tenants. **Program H1.1 Programs for housing repair and rehabilitation** works to expand upon the existing program, to incorporate targeted outreach to identified neighborhoods of need.

People Experiencing Homelessness

The City has provided continuous support for regional efforts to end homelessness, such as the Alameda County EveryOne Home Program, which prioritizes supportive housing. Newark adopted a resolution declaring a shelter crisis, and authorized the City's participation in the Homeless Emergency Aid Program (HEAP).

People experiencing homelessness have steadily increased at the county level since 2017, with 9,747 sheltered and unsheltered people at the most recent point in time count on February 22, 2022. The city of Newark has a documented reduction from 89 people experiencing homelessness in 2019, to 58 people in 2022. Data from a 2021 Newark Police Department report provides an overview of unsheltered persons in Newark including known encampments:

- Eucalyptus Grove (Highway 84, north of Jarvis Avenue)
- Highway 84 Eastbound off-ramp to Newark Boulevard
- Residence Inn hotel area (near the off-ramp)
- Sycamore Street at the Union Pacific railroad tracks
- Thornton Avenue at Interstate 880
- Home Depot and surrounding businesses parking lot

Housing and homeless support is the most prevalent service request for Newark callers to the countywide 2-1-1 referral service, representing about 42% of all service requests. Newark residents are seeking referrals for low cost rental listings, rent payment and deposit assistance, supportive and transitional housing, emergency shelter, among other services (Eden I&R Referral Service, January 2020 through March 2022). Currently Second Chance provides transitional housing for those experiencing homelessness in Newark. The facility has 32 beds, with the shelter at 81 % capacity on the point in time count. The city has engaged in a number of actions to address homelessness in Newark. There is a partnership with the Fremont Family Resource Center to provide support to Newark households at risk of becoming homeless, and has been awarded a HomeKey grant to convert the Towne Place Suites extended stay hotel into 124 supportive, affordable residential units known as Cedar Community Apartments. Most recently the city has created a Homelessness Committee with members from various City departments to develop a cohesive plan to address homelessness.

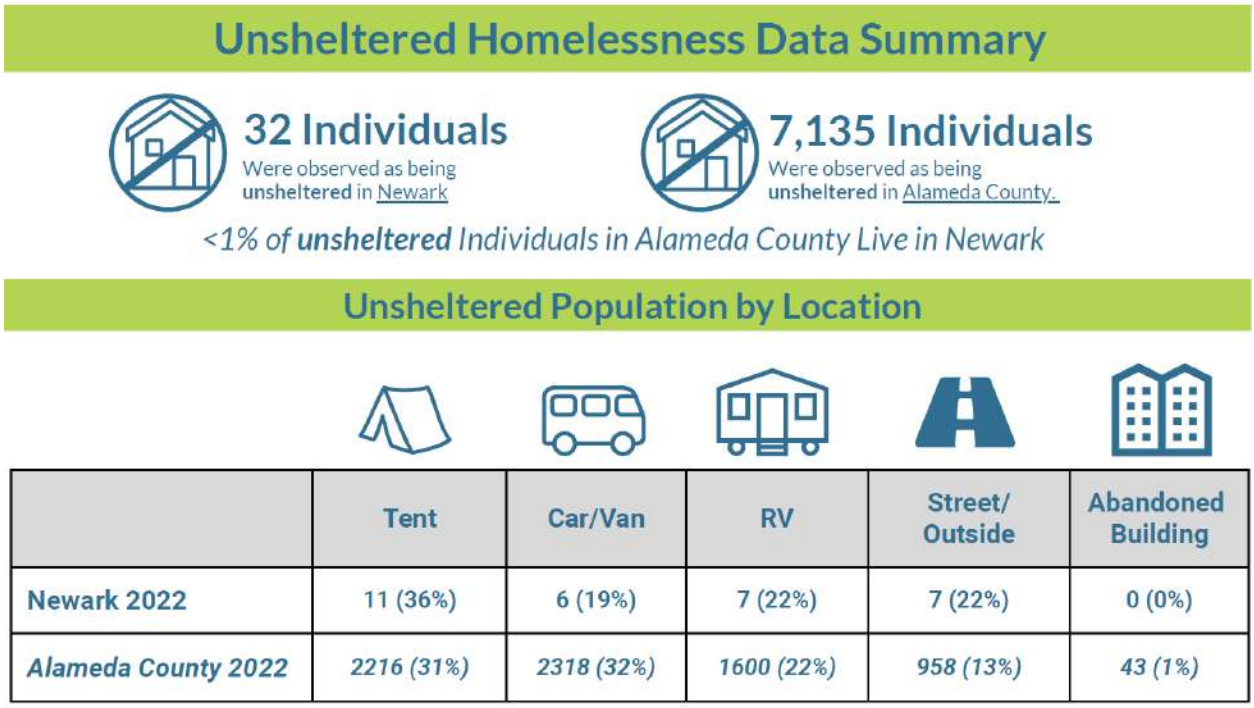
Through community engagement, the city has been alerted to the high number of residents experiencing homelessness that are finding shelter in local motels. The challenge with this is that these populations are uncounted, so while the city does not have a full sense of how many individuals and families are there, through communication with parent liaisons with the Newark Unified School district and from a community member experiencing homelessness that those residing in the hotels hold jobs outside of the home, but due to a variety of issues such as the cost of housing, requirements such as three times the income, and credit scores, these community members are kept from accessing stable housing.

Although the documented number of people experiencing homelessness in Newark is low, there are high rates of racial disparity compared to the population of Newark and Alameda County as a whole. As exhibited in Figure 3-46, although the African American population in Newark is 3 percent, they make up 27 percent of the population experiencing homelessness. The Latinx population of Newark is almost equal to that of those experiencing homelessness at 31 percent. White residents have the highest rate of residents experiencing homelessness at 58%, with their portion of the population in Newark at 29 percent.

Figure 3-44: Total Count of People Experiencing Homelessness For The Point In Time Count On February 22, 2022

Source: 2022 Point in Time Count. Everyone Count, February 22, 2022.

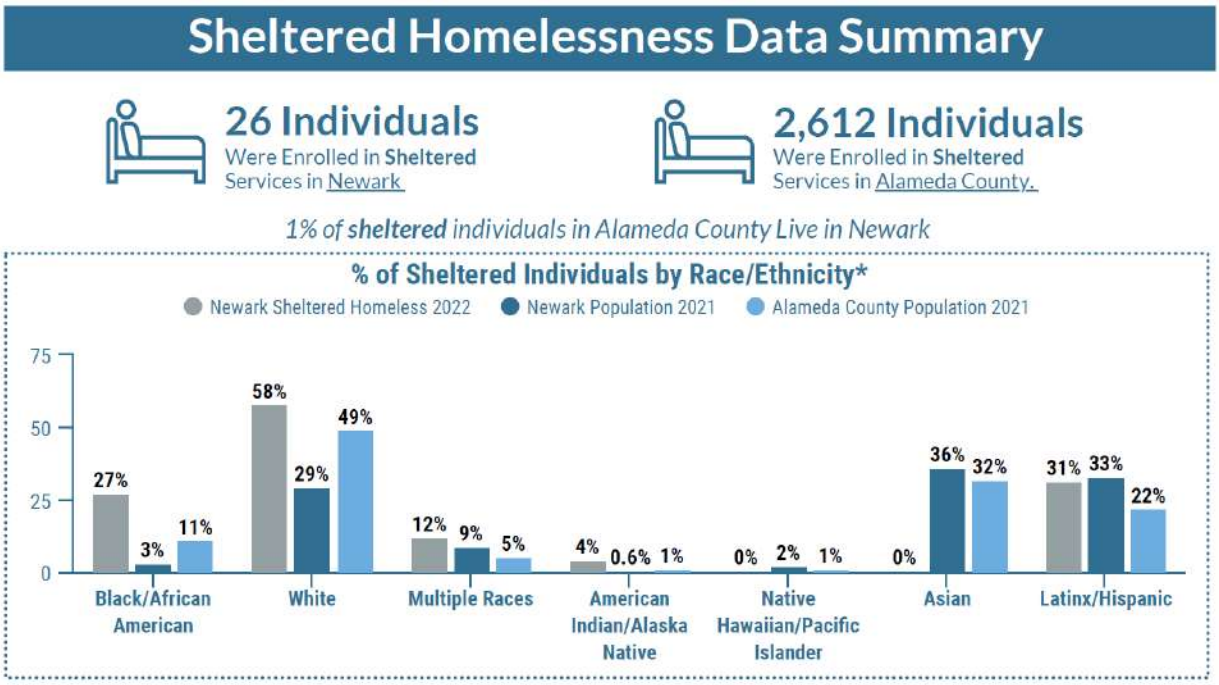
Figure 3-45: Unsheltered Individuals in Newark and Alameda County, 2022



	Tent	Car/Van	RV	Street/ Outside	Abandoned Building
Newark 2022	11 (36%)	6 (19%)	7 (22%)	7 (22%)	0 (0%)
Alameda County 2022	*2216 (31%)*	*2318 (32%)*	*1600 (22%)*	*958 (13%)*	*43 (1%)*

Source: 2022 Point in Time Count. Everyone Count, February 22nd 2022.

Figure 3-46: Sheltered Individuals by Race, 2022



Source: 2022 Point in Time Count. Everyone Count, February 22nd 2022.

Access to affordable, stable housing is foundational for children and their families to be healthy - mentally and physically and support student success in school. Over the past few years the pandemic has amplified the disparities in housing, and with learning transferring online, many students did not have the resources to make that transition. Although schools have returned to in-person teaching, the number of families that are still struggling to access resources and affordable housing are high.

In Newark, the student population experiencing homelessness totaled 300 during the 2019-20 school year and increased by 9 percent since the 2016-17 school year. By comparison, Alameda County has seen a 18.7 percent decrease in the population of students experiencing homelessness since the 2016-17 school year, and the Bay Area population of students experiencing homelessness decreased by eight percent. During the 2019-2020 school year, there were still some 13,718 students experiencing homelessness throughout the region, adding undue burdens on learning and thriving, with the potential for longer term negative effects.

The number of students in Newark experiencing homelessness in 2019 represents **10.5 percent of the Alameda County total and two percent of the Bay Area total.**

In the most recent school year (2021-22), NUSD had 251 students that were homeless (about 5% of all students), which further indicates the lack of affordable housing. Notably, about 96 percent of homeless students in Newark are students of color, with over 167 of these students being Hispanic or Latino. While NUSD has only a small number of Pacific Islander students (98 students),

about 10.8 percent of them are homeless (Source: California Department of Education (ED-Data).

Table 3-11: Students in Local Public Schools Experiencing Homelessness, 2016 to 2020

Academic Year	Newark	Alameda County	Bay Area
2016-17	275	3,531	14,990
2017-18	236	3,309	15,142
2018-19	192	3,182	15,427
2019-20	300	2,870	13,718

Universe: Total number of unduplicated primary and short-term enrollments within the academic year (July 1 to June 30), public schools. Notes: The California Department of Education considers students to be homeless if they are unsheltered, living in temporary shelters for people experiencing homelessness, living in hotels/motels, or temporarily doubled up and sharing the housing of other persons due to the loss of housing or economic hardship. The data used for this table was obtained at the school site level, matched to a file containing school locations, geocoded and assigned to jurisdiction, and finally summarized by geography. Source: California Department of Education, California Longitudinal Pupil Achievement Data System (CALPADS), Cumulative Enrollment Data (Academic Years 2016-2017, 2017-2018, 2018-2019, 2019-2020). This table is included in the Data Packet Workbook as Table HOMELS-05.

Farmworkers

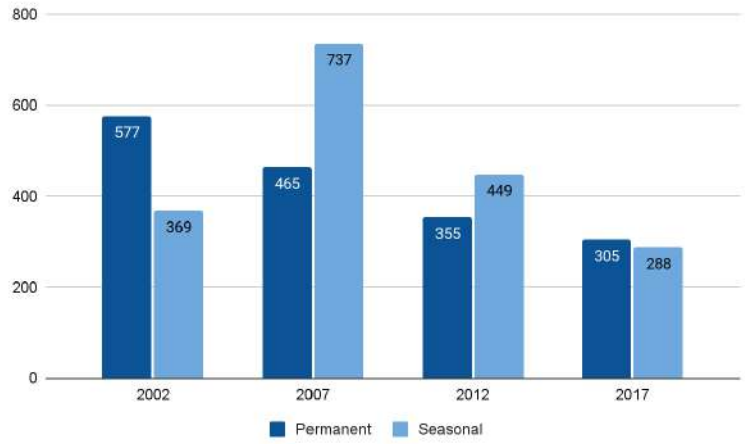
The number of farmworkers living in Newark has declined over the years, with the student population at 57 students for the 2019-2020 school year. The previous years saw 79 students for 2017-2018 and 72 for the 2018 to 2019 school year. Table 3-12 shows the trends for both Alameda county and the greater Bay Area see a similar decline in the migrant farmworker student population. Generally, the number of farmworkers living in Alameda county has been declining since 2012, with fewer than 400 residents working in the industry in a permanent position. It is important to recognize that farmworkers could be under-counted by the census due to their migrant nature. Farming and farmworkers are a significant element of the state's economy, but play less of a role in the Bay Area. Due to lower wages, language barriers, and inconsistent work, farmworkers can have difficulty securing housing, and for these reasons could experience overcrowding and substandard housing conditions.

Table 3-12: Migrant Farmworker Student Population, 2016 to 2020

Geography	2016-17	2017-18	2018-19	2019-2020
Newark	75	79	72	57
Alameda County	874	1,037	785	790
Bay Area	4, 630	4,607	4,075	3,976

Source: California Department of education, California Longitudinal Pupil Achievement Data system, Cumulative Enrollment Data (Academic Years 2016-2017, 2017-2018, 2018-2019, 2019-2020)

Figure 3-47: Permanent and Seasonal Farmworkers at the County Level, 2022 to 2017



Source: U.S. Department of Agriculture, Census of Farmworkers (2002,2007,2012,2017), Table 7: Hired Farm Labor. Note: Farm workers are considered seasonal if they work on a farm less than 150 days a year, while farm workers who work on a farm more than 150 days are considered to be permanent workers for that farm.

Gentrification and Displacement

"It is really sad to see what is happening to our little old town of Newark. I moved here back in 1995 to raise my family. It was a small town and where I wanted to raise my family. My children are NUSD and now currently in college. The Tech Giants have moved into our backyards causing GENTRIFICATION raising rents that our families can't afford. Forcing them to leave and for some to become homeless sleeping in their cars with school-aged children. Also the high number of Homeless on our streets with mental health issues on the corners of all freeways intersections. How is it that we all live in one-million-dollar houses and see all this around us? This breaks my heart we need to see more affordable housing, rent control, good schools with proper equal education for all of our students in our community. All the tech giants use these Big Charter buses to send their employees to Facebook, Google, and Yahoo. Newark should start charging them a fee so that we can have funds available to provide free tutoring for school-aged students struggling in math." – Newark Resident

Defining Sensitive Communities: (Urban Displacement Project, 2020)

Communities sensitive to displacement were measured through a number of indicators. Neighborhoods with a high proportion of residents vulnerable to displacement in the case of rising housing costs, and market-based displacement pressures present in and/or near the community. Communities were designated sensitive if they currently have populations vulnerable to displacement in the event of increased redevelopment and drastic shifts in housing cost. Vulnerability includes metrics for the share of very low income residents, share of renters, share of people of color, and share of very low income households (50% AMI or below) that are severely rent burdened (spending 50% of income on rent). Market-based displacement pressures include percent change in rent between 2012-2017 above county median rent increases.

The City of Newark has grown its job base by 37% since 2010, significantly outpacing the County's job growth, which was also strong. While the City has a higher share of job growth in high-paying industries compared to the County, over 40% of the City's job growth still came from lower wage industries paying less than $75,000 a year. Currently, residents are unable to find housing at a cost and requirements accessible to them, which has led to residents finding shelter in motels. Concern around gentrification is a consistent narrative from residents, many of whom find themselves unable to find housing in a city they have grown up in, and have community connections.

"Programas de vivienda que combaten la gentrificación." (Housing programs that combat gentrification)
– Community Meeting Comment

Figure 3-49 shows areas in Newark that are vulnerable to gentrification and displacement, according to the 2017 study from the Urban Displacement Project, University of California, Berkeley. The area corresponds to a majority of BIPOC populations with an average of 82 percent non white, specifically Hispanic/ Latinx communities, cost burdened and overcrowded households.

The city of Newark has a number of redevelopment projects underway in the Old Town Area, Bayside, and ParkPlace. These projects are working to add more housing to the city through the redevelopment of industrial land into a walkable neighborhood close to commuter rail, repurpose an aging shopping mall, and revitalize a historic district.

Old Town

Old Town is the historic commercial district of Newark that has experienced disinvestment over the years. The neighborhood has a history of a variety of housing types and businesses, with a number of food manufacturing and local restaurants. The Old Town Specific plan looks to revitalize the neighborhood, making it more pedestrian friendly and implement zoning changes to bring higher density housing and mixed use buildings into the neighborhood.

The area has lower rents than the surrounding areas of the city, and is home to a predominantly

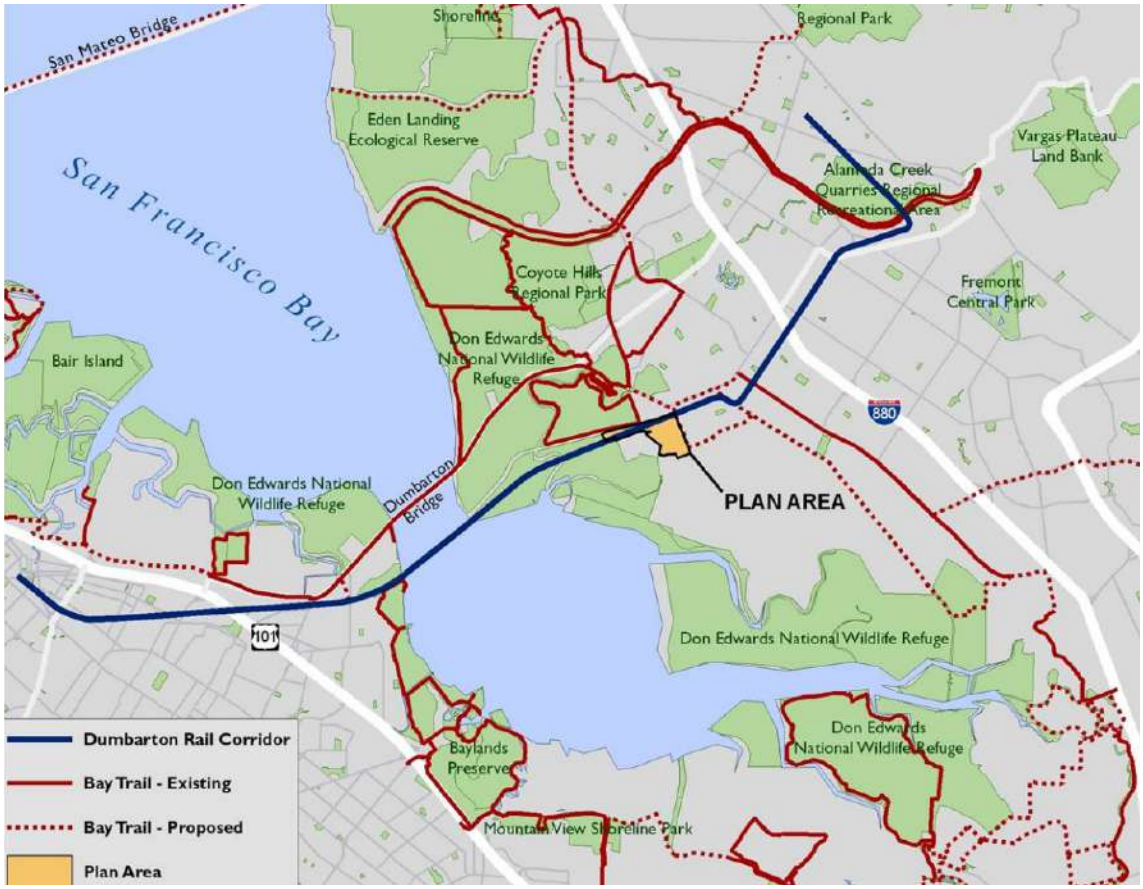
Hispanic/ Latinx population of residents and associated small businesses (fig 3-49). The neighborhood has the highest level of low income residents, with 53 percent of renters cost burdened.

With improvements to the Dumbarton transportation corridor, connecting Newark and the surrounding area to Silicon Valley, this will open up the area for increased development pressure that could result in displacement of existing residents and small businesses.

Bayside Newark

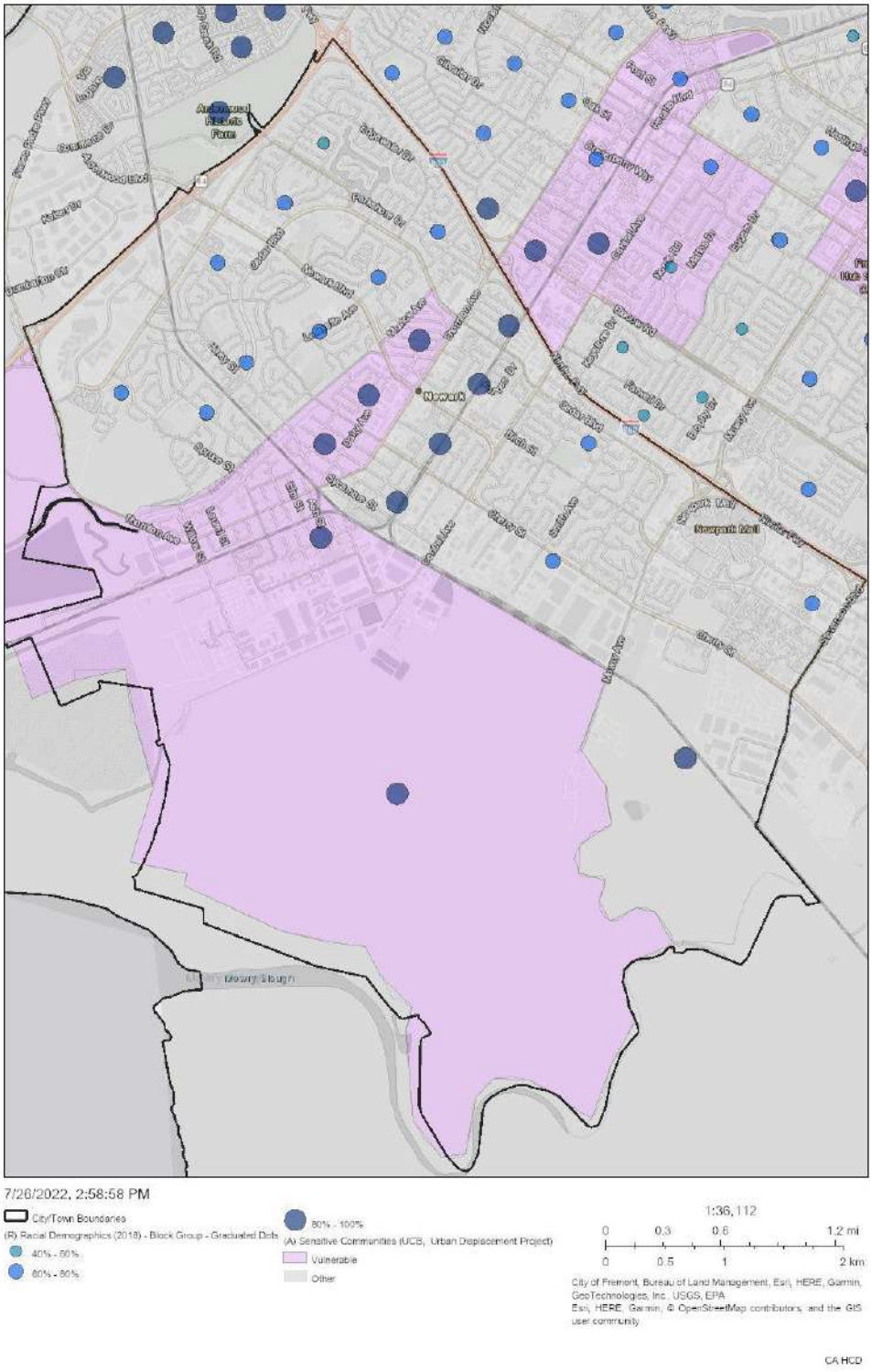
Bayside Newark is a 200-acre planned neighborhood on land previously used for industrial production and manufacturing. The city is implementing a specific plan for a walkable neighborhood with a variety of housing types, recreational open space, and everyday services adjacent to the future Dumbarton rail line. Although there was no residential or small business in the planning area, it is still important to note the impact that the commuter rail line and the inclusion of hundreds of new market rate housing units will have on the demographics of the city.

Figure 3-48: Map of Plan and Dumbarton Corridor, 2010



Source: Dahlin Group, 2010

Figure 3-49: Areas in Newark Vulnerable to Displacement and Percentage of Communities of Color, 2018 and 2022



Source: HCD AFFH Data Resources and Mapping Tool.

Displacement From Environmental Hazards

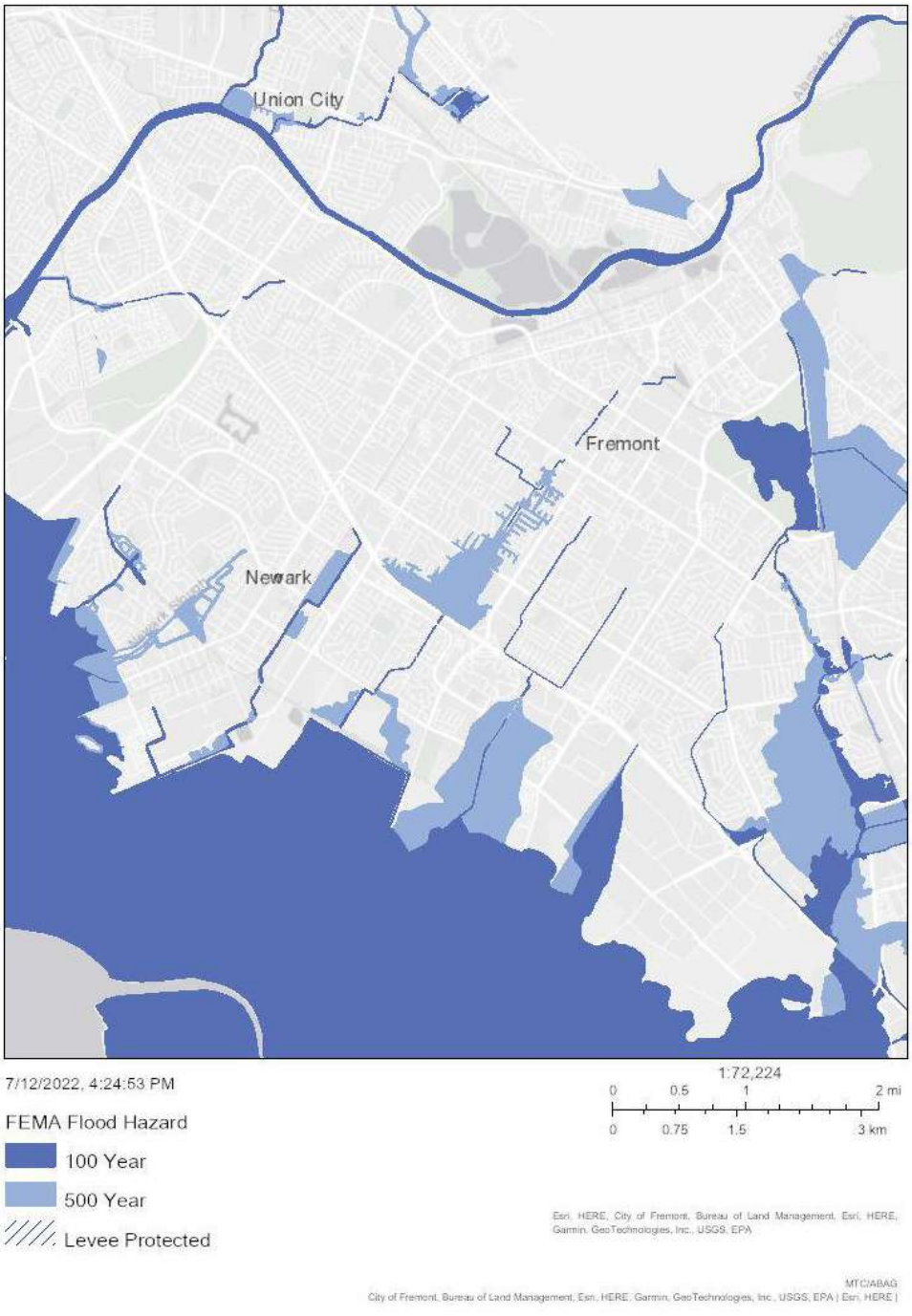
Environmental hazards can cause both physical and social vulnerabilities specifically in low income, disabled, and BIPOC communities. Many communities and households face social vulnerabilities that are intensified during the short- and long-term recovery period after a disaster. Access to information, housing, and social services are disrupted during and after a disaster, straining local housing markets and service providers. Due to the lack of affordable housing due to a mismatch between housing costs and income, communities are vulnerable to local shocks such as a natural disaster. For households that were struggling to find and/or maintain affordable housing before a major event, resulting in displacement of residents and an increase in homelessness. These events also compromise the ability for residents with disabilities to find accessible temporary shelter.

Newark is susceptible to multiple major types of environmental hazards that are visible through the Association of Bay Area Governments Hazard Viewer: Flooding due to sea level rise, tsunamis, and earthquakes. Figure 3-50 of the FEMA flood map shows extreme flooding at the 100 year flood line, engulfing much of the southern portion of the city. At the 500 year flood level, the flooding will move well into established housing, schools and commercial establishments. Flooding most significantly affects areas that are identified as high in opportunity currently, but also encroaches on areas in the city that have been identified as vulnerable to displacement through the Urban Displacement Project.

With Newark being in close proximity to the Hayward fault line, there is the possibility of severe shaking in the event of an earthquake. Residents in our community survey cited multi-year drought as their greatest environmental concern at 52 percent, followed by flooding and sea level rise (44%) and earthquakes (35%). In our community meeting, concern about development in sensitive areas was highlighted, especially ensuring that vulnerable residents are aware of the environmental hazards in their neighborhood.

"Restrict or limit construction of new development in zones or overlay areas that have been identified or designated as hazardous areas to avoid or minimize impacts to coastal resources and property from sea level rise impacts." *– Community meeting comment*

Figure 3-50: 100 Year and 500 Year Flooding Projections for the City of Newark



Source: Association of Bay Area Governments Hazard Viewer

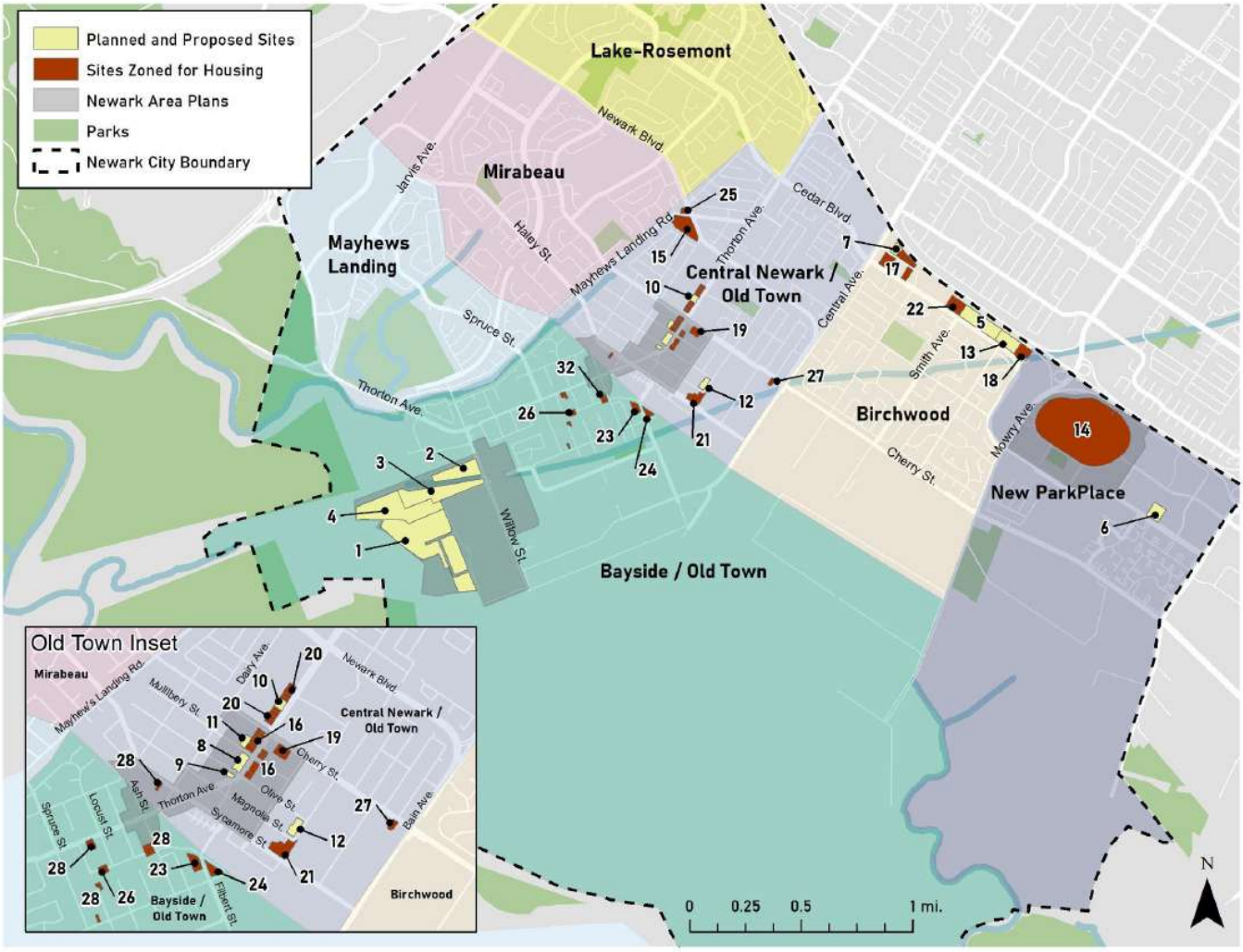
H. AFFH Analysis of Sites

State law, Government Code Section 65583(c)(10), requires the sites analysis to be analyzed with respect to AFFH to ensure that affordable housing is dispersed equitably throughout the City rather than concentrated in areas of high segregation and poverty or low resource areas that have historically been underserved. By comparing the sites inventory to the fair housing indicators in this assessment, this section analyzes whether the sites included in the 2023-2031 Housing Element sites inventory improve or exacerbate patterns of segregation, fair housing conditions, and access to opportunity throughout the City.

Newark was allocated a total of 1,874 new housing units to plan for during the Sixth Cycle Housing Element planning period. This RHNA allocation includes 464 very low-, 268 low-, 318 moderate-, and 824 above moderate-income units. Using data and research from the HCD AFFH Data and Mapping Tool 1.0, Table 3-13 presents the housing unit capacity and existing conditions as they relate to indicators of fair housing analyzed in this assessment for each census tract in the city. For more information about the indicators, refer to the local assessment discussed previously in this chapter. The census tracts and sites inventory are mapped and shown in Figure 3-51. Newark has several physical constraints that present challenges in developing the sites inventory and planning for future growth. These constraints include sensitive wetland habitat and flood plains along the western city boundary and limited vacant land. Because of these constraints, sites included in the 2023-2031 Housing Element inventory are largely located in specific plan areas that are redeveloping existing shopping malls and former industrial lands, with several additional sites located in the Old Town/ Central area.

Newark is a racially and ethnically diverse city, with higher levels of segregation than neighboring jurisdictions such as Union City. As shown in the Table 3-13 BIPOC residents are the majority of the population in all census tracts. Residents identifying as Hispanic/ Latinx compose the largest segments of the population in census tract 4443.02 (Bayside/ Old Town), and census tract 4444 (Old Town/ Central Newark). The sites inventory provides some opportunity to balance the distribution of the various racial/ethnic groups in the city as well as access to opportunity, as sites at all income levels are found in areas with high opportunity and lower predominance of Hispanic/ Latino populations. The sites in NewPark Place, Birchwood, Bayside /Old Town, and Old Town/Central Newark open up opportunities to diversify the area through income and race/ethnicity. Although there are no sites included in the inventory in the northern neighborhoods of the city (Lake-Rosemont, Mirabeau, and Mayhews Landing), proposed programs will work to address the concentration in specific neighborhoods and open up single family neighborhoods to new missing middle housing types identified through community engagement as filling a crucial need for large and small households throughout the city.

Figure 3-51: Housing Sites for the RHNA 6th Cycle



Source: Community Planning Collaborative, 2023.

Table 3-13: Distribution of Housing Capacity by Census Tract with AFFH Indicators

					RHNA Capacity			AFFH Indicators									
								Integration and Segregation								Access to Opportunity	Displacement Risk
Census Tract	Neighborhood	Total Households	Owner Households	Renter Households	Lower	Moderate	Above Moderate	Median Household Income	AMI less than 50%	AMI 50 - 80%	AMI 80 - 100%	AMI greater than 100%	Hispanic / Latino	Non-White Population	Disability Rate	Resource Designation	Overcrowding Rate
4441	Lake-Rosemont	2,573	2,162	411	0	0	0	$116,812	20%	8%	10%	62%	28%	74%	10%	Moderate Resource	0%
4442	Mirabeau Park	1,887	1,484	403	0	0	9	$126,028	14%	12%	9%	64%	35%	81%	7%	Moderate Resource	2%
4443.01	Mayhews Landing	1,189	862	327	0	0	0	$121,156	11%	6%	12%	72%	38%	76%	8%	Moderate Resource	2%
4443.02	Bayside/ Old Town	1,500	762	738	70	21	649	$105,188	24%	12%	13%	51%	66%	89%	6%	Moderate Resource	6%
4444	Old Town / Central Newark	1,519	848	671	201	44	120	$93,094	19%	13%	19%	49%	59%	86%	8%	Moderate Resource	0%
4445	Old Town / Central Newark	2,025	879	1,146	118	42	36	$109,441	16%	14%	9%	60%	21%	88%	7%	Moderate Resource	5%
4446.01	Birch Grove	1,779	1,543	236	155	1	296	$139,119	9%	11%	4%	76%	18%	84%	7%	High Resource	0%
4446.02	NewPark Place	1,575	1,129	446	178	18	536	$128,229	14%	5%	8%	74%	11%	90%	5%	High Resource	0%

Source: Community Planning Collaborative, City of Newark. HCD AFFH Data Resources and Mapping Tool.

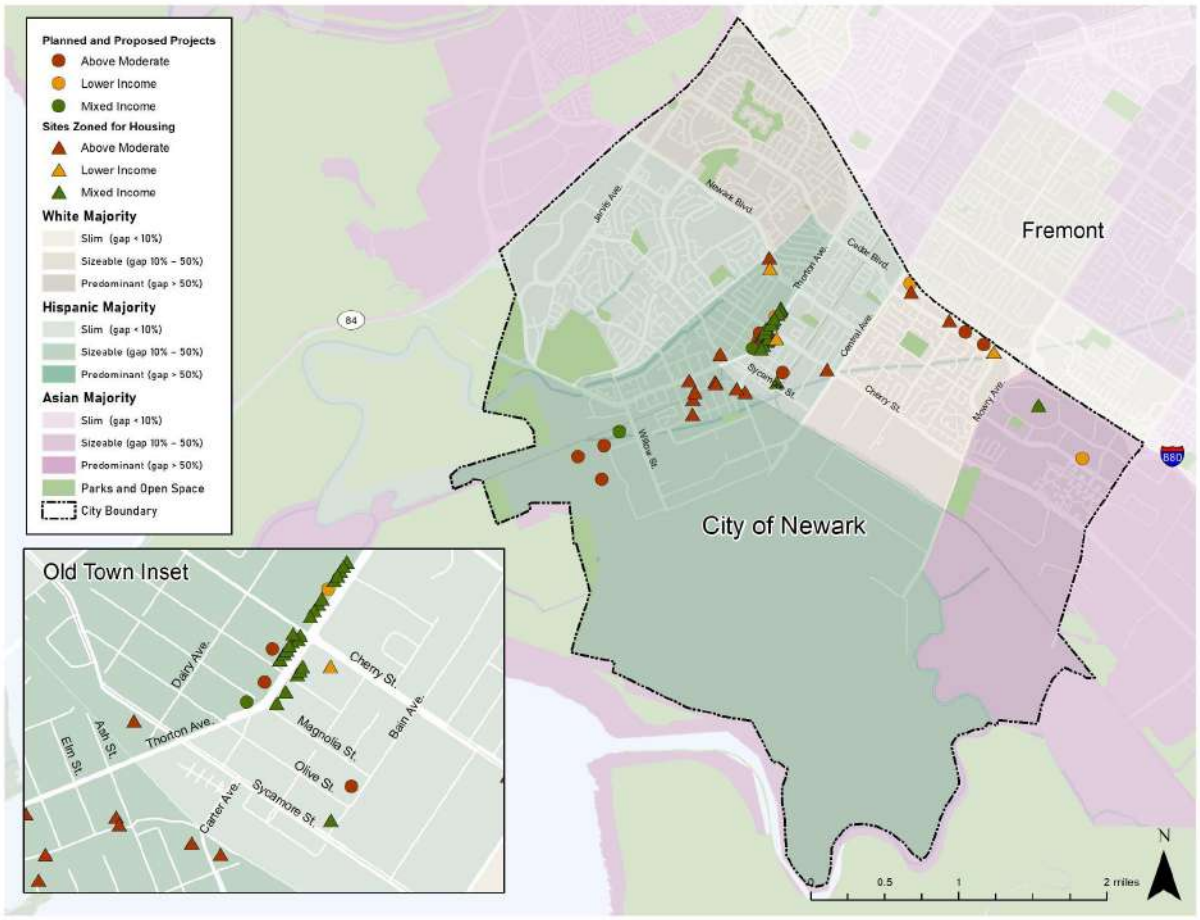
Potential Effects of Segregation and Integration

Race and Ethnicity

In Newark, neighborhoods are predominantly Hispanic/ Latinx. Lake-Rosemont and Birch Grove Neighborhoods are the only neighborhoods in the city where White residents have a slim or sizable gap. The NewPark Place and Sanctuary West areas throughout the city have a predominantly Asian population (composed of a mix of different ethnicities). Generally, the sites inventory will provide some opportunity to balance the distribution of the various racial/ethnic groups in the city. As described above, Hispanic/ Latinx residents are the most segregated group and Asian residents are the most isolated compared to other groups. The sites inventory will not exacerbate segregation by race and ethnicity in Newark due to the high numbers of housing sites in areas that are predominantly Hispanic/ Latinx and Asian, providing new opportunities for housing mobility in the city.

Using the residential sites identified in the site inventory, we look to understand how new housing will impact segregation and integration of race, ethnicity and income level. Figure 3-52 shows the majority of identified sites are concentrated in the areas with a predominantly Latinx/Hispanic population. These areas correspond with the Old Town specific plan, that increases zoning to encourage investment in affordable housing and the transit oriented nature of Bayside Newark. In the Birchwood area, with the highest median incomes in the city, two housing projects, one the Timber Affordable senior housing project and the second, the E-Z 8 Motel site will provide 184 low and moderate income homes, and opportunities for those of other races with lower incomes in an area that has a slim white majority. The redevelopment of NewPark Mall, within the NewPark Place area, will provide 174 low and moderate income units in a high resource neighborhood with a predominantly Asian population. While the increase in above moderate income housing in areas that are predominantly low and moderate income will increase the diversity of incomes and increased investment in the area, it can also lead to higher rents for the surrounding households, and displacement. In response to the concentration of housing opportunity sites located in the central and southern portions of the city, Newark will be implementing a number of programs to expand housing development and housing choice for multiple incomes throughout the city. Programs include: Program H2.1 SB9 and SB10 ordinance as well as H2.8 Zoning for Missing Middle Housing, H2.2 to reduce constraints and expand accessibility for ADU production, in order to achieve a greater geographic diversity of housing type and location. Program H2.6 looks at public school sites in Newark as locations for affordable housing to district employees, and has the potential to both provide affordable family sized housing and increase access to opportunities throughout the city.

Figure 3-52: Sites by Racial Predominance, 2010



Source: Adapted by Community Planning Collaborative, 2022. HCD AFFH Data Resources and Mapping Tool.

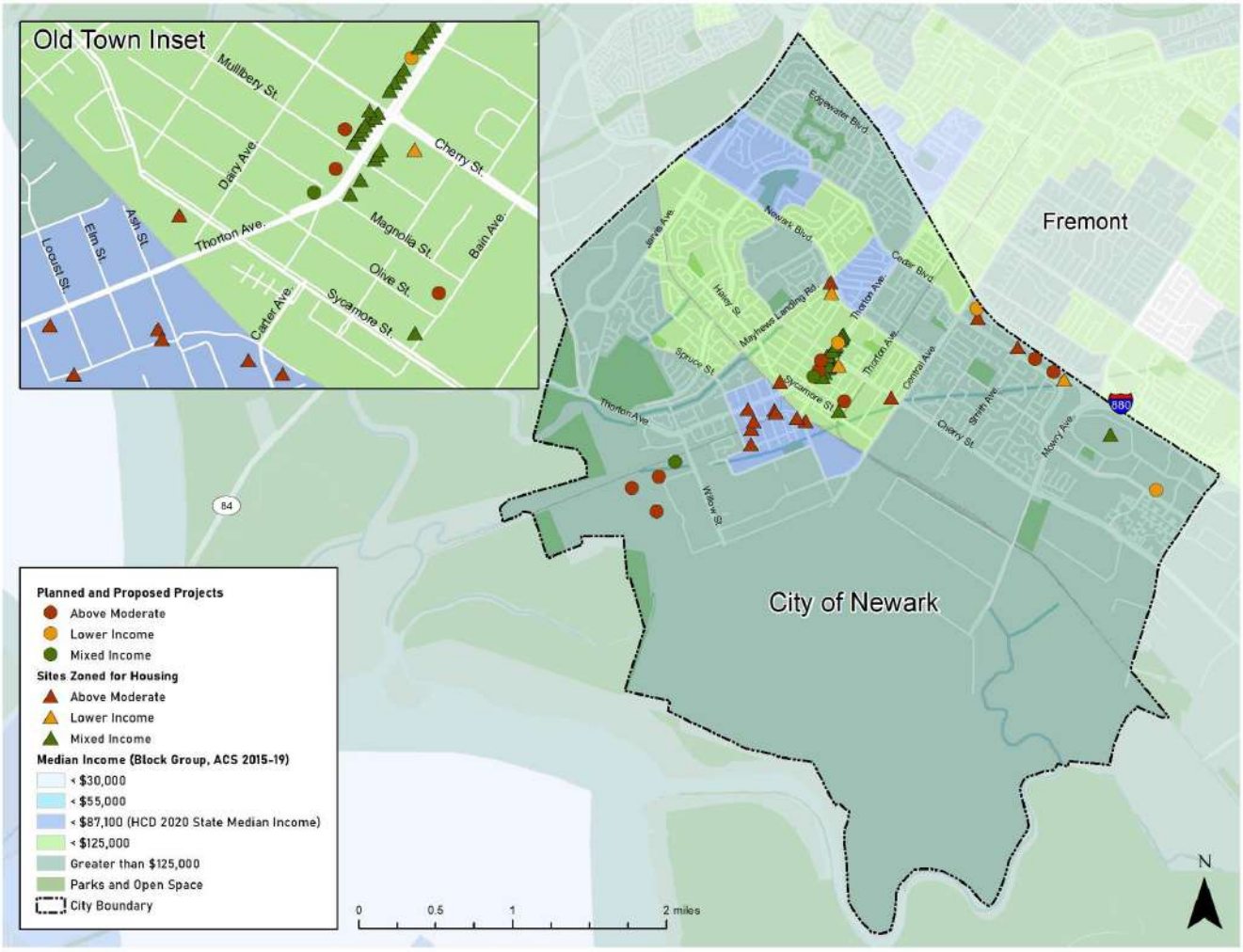
Income

Newark has a population with a high median income, with 50% of residents making more than 100 percent of the median income. Despite this, there is still a large population of residents who are low income, with 10 percent of residents making less than 30 percent of the median income and 13 percent with moderate incomes. Through a variety of programs, the City is working to increase the development of housing for all income types, including housing for those with extremely low incomes, seniors, large families and those with moderate incomes. The Housing Element includes programs to establish development standards that facilitate missing middle housing that is affordable to middle-income households in single-family neighborhoods (Program H2.8) and promoting the development of ADUs throughout the city (Program H2.2).

Fifty percent of sites (2,075 units) are located within the NewParkPlace and the areas, which have a median income of $139,000. The NewParkPlace developments have 28 percent of the total low income units, the largest number of low income units in the city, along with the largest percentage

of above moderate units at 58 percent. Although the lower income sites are distributed amongst The Old Town/ Central, Bayside, Birch Grove and NewParkPlace areas, these census tracts have a range of median incomes between $93,094 to $1390,111, and accounts for 91 percent of the lower-income capacity, 84 percent of the moderate-income capacity, and a majority (2,291 units) of the above-moderate income capacity. The sites in the Bayside /Old Town area are zoned for a variety of housing options to be built, with the greatest capacity of low and moderate income sites which will in turn help to diversify income levels in the area. Table 3-14 show that 23 percent of the lower-income sites are in census tracts with incomes below $93,000. This is driven by the capacity on sites in the Old Town/ Central area along Thornton Boulevard and works to ensure that housing is affordable to existing residents in order to support them to stay in place as investments come to the area. The sites inventory for all other income levels (i.e., lower-income sites, moderate income sites, mixed income sites, and pipeline projects) will not have a significant impact on patterns of segregation and integration by the remaining fair housing indicators including familial status and disability status due the even distribution of those populations in the City.

Figure 3-53: Site Distribution by Median Income, 2015- 2019



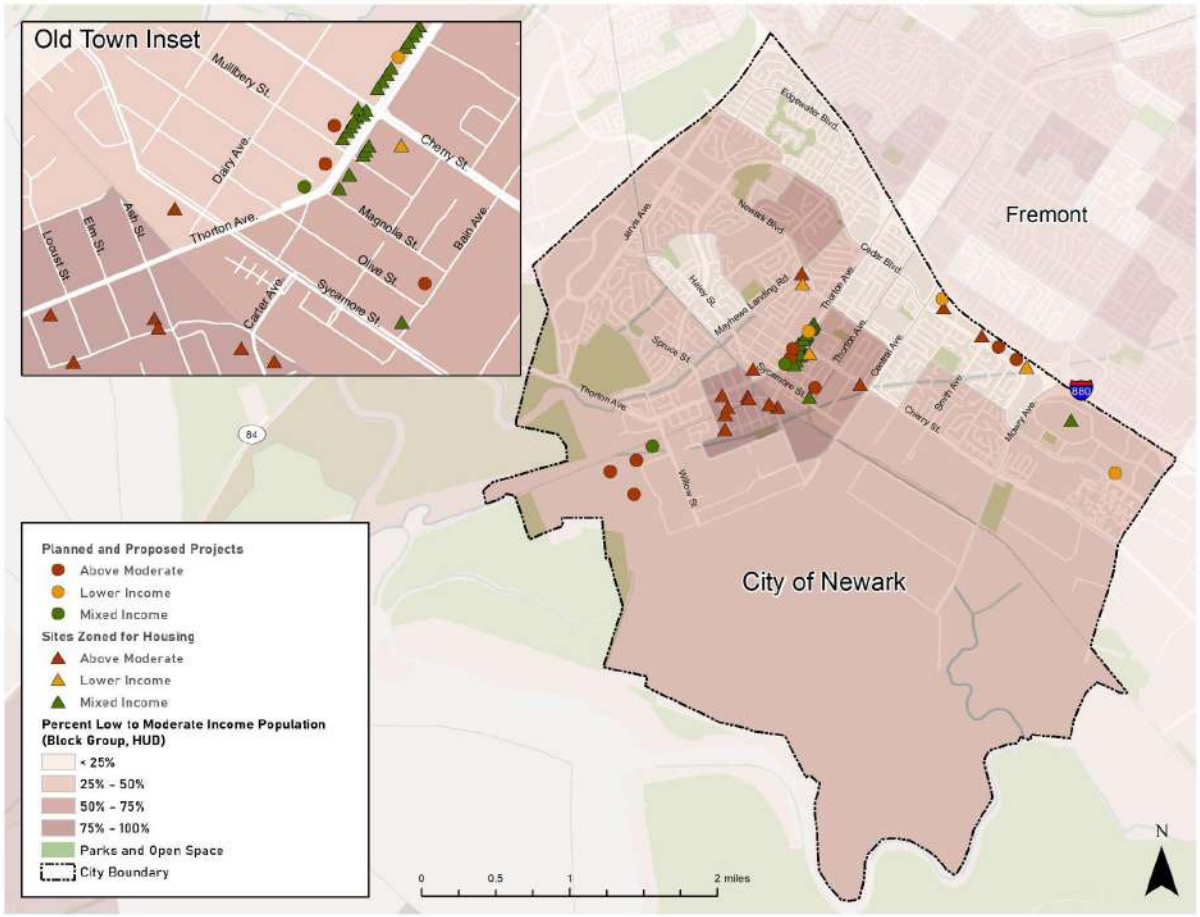
Source: Adapted by Community Planning Collaborative, 2022. HCD AFFH Data Resources and Mapping Tool.

Table 3-14: Site Distribution by Median Income, 2015- 2019

Census Tract	Neighborhood	Lower income		Moderate income		Above Moderate		Total Units						
		units	%	units	%	units	%	units	%	Median Household Income	AMI less than 50%	AMI 50 - 80%	AMI 80 - 100%	AMI greater than 100%
4441	Lake-Rosemont	0	0%	0	0%	0	0%	0	0%	$ 116,812	20%	8%	10%	62%
4442	Mirabeau Park	0	0%	0	0%	9	0.5%	9	0.4%	$ 126,028	14%	12%	9%	64%
4443.01	Mayhews Landing	0	0%	0	0%	0	0%	0	0%	$ 121,156	11%	6%	12%	72%
4443.02	Gateway / Bayshore/ old Town	70	10%	21	17%	649	39%	740	30%	$ 105,188	24%	12%	13%	51%
4444	Old Town / Central Newark	201	28%	44	35%	120	7%	365	15%	$ 93,094	19%	13%	19%	49%
4445	Old Town / Central Newark	118	16%	42	33%	36	2%	196	8%	$ 109,441	16%	14%	9%	60%
4446.01	Birch Grove	155	21%	1	1%	296	18%	452	18%	$ 139,119	9%	11%	4%	76%
4446.02	NewPark Place	178	25%	18	14%	536	33%	732	29%	$ 128,229	14%	5%	8%	74%

Source: Community Planning Collaborative, 2023.

Figure 3-54: Site Distribution By Percent of Low and Moderate Income Residents, 2015- 2019



Source: Adapted by Community Planning Collaborative, 2022. HCD AFFH Data Resources and Mapping Tool.

Potential Effects on Access to Opportunity

According to 2022 TCAC data, Newark is a mix of moderate and high resource areas. The Birchwood, NewParkPlace areas comprise Newark's high resource areas, while the rest of the city is considered moderate resource areas, as highlighted in Figure 3-56. Newark does not have any low resource areas, areas of high segregation, or highest resource areas.

A percentage breakdown of proposed and sites zoned for housing by resource area in Figure 3-56 shows that 46 percent of low income units are located in high resource areas. A significant percentage of planned and proposed moderate income housing, 85 percent, are located in moderate resource areas as are 54 percent for low income units. For the most part, both low and above moderate housing are relatively evenly distributed across moderate and high resource areas. While a high percentage of moderate units are planned and proposed for moderate resource areas, this figure does not take into account the additional units expected from missing

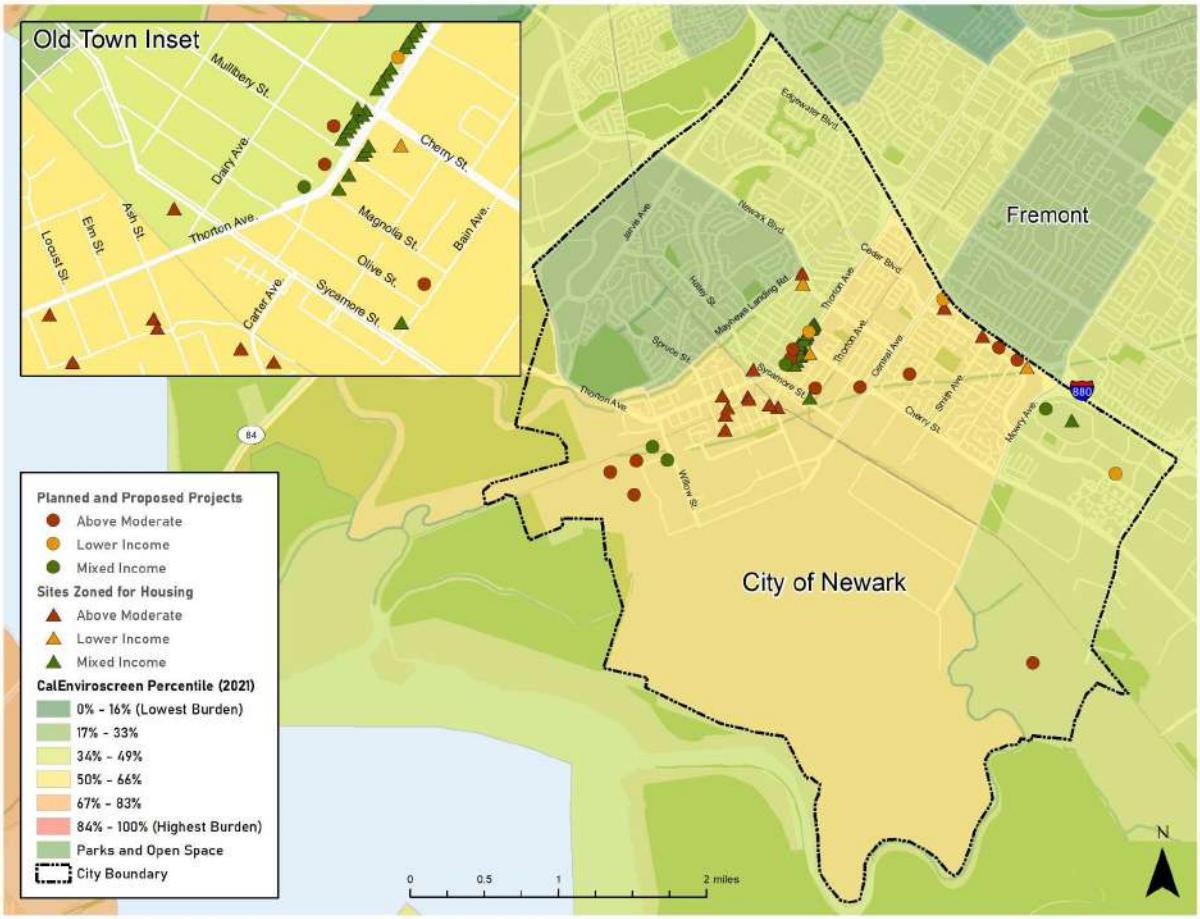
middle and ADU programs which will be prioritized for high resource areas.

In the higher resource areas there is a mix of housing both in the pipeline for development and sites identified for new housing. Pipeline projects include site 9, Cedar Community Apartments, a HomeKey project that provides 124 units of housing for those with extremely low incomes. The focus will be on providing housing for those that are homeless and those at risk of homelessness, with 11 units reserved for veterans that have experienced homelessness. The redevelopment of NewPark Mall consists of two mixed income projects providing housing for very low, low and moderate income households, and one pipeline project serving those with above moderate incomes. Pipeline and housing opportunity sites in the Birchwood and NewPark Place areas will provide 352 units of low and moderate income housing in high opportunity areas. By providing housing opportunities for very low, low and moderate income households in high resourced areas the city is addressing the need to expand housing choices available to those looking for affordable housing close to shopping, parks, transportation and quality schools and support vulnerable populations.

Newark is making targeted investments in the Old Town/ Bayside area, with active transportation infrastructure improvements connected to the Old Town Specific Plan and the Bicycle master plan, and supporting small businesses and community members through facade improvement grants for small businesses in the Old Town area and the construction of a family resource center. See the chapter on transportation and the Public Realm for more details on city lead investments. These investments will provide needed improvements in an area that is lower income than surrounding areas.

Environmental Outcomes

Figure 3-55: Site Distribution by CalEnviroScreen Percentile Score, 2021



Source: Adapted by Community Planning Collaborative, 2023. HCD AFFH Data Resources and Mapping Tool and CalEnviroScreen Data

CalEnviroScreen is a mapping tool that helps identify California communities that are most affected by many sources of pollution, and where people are often especially vulnerable to pollution's effects. The tool uses environmental, health, and socioeconomic information to produce scores at the census tract level and is indexed allowed for cross community comparison. Tracts with high scores experience a much higher pollution burden than areas with low scores.

As displayed in Figure 3-55 above, sites identified by Newark as being suitable for accommodating lower-income RHNA housing during the planning period are located in areas with low to very-low levels of environmental risk. Both planned and proposed projects and sites zoned for housing are in areas with a relatively low incidence of environmental contamination per CalEnviroScreen.

Environmental Quality

Bayside Newark

This project area includes 233 acres of land that historically has contained various industrial, manufacturing, chemical processing and salt production facilities since the early twentieth century. Due to the history of industrial use on the site, the city has remediated portions of the site. One form of contamination was a groundwater plume that exists in shallow groundwater beneath portions of the Plan area. The San Francisco Bay Regional Water Quality Control Board (RWQCB) is directing mitigation of this groundwater plume in collaboration with the Alameda County Water District (ACWD). Some properties within the Specific Plan area also contain soil impacted hazardous substances. The Department of Toxic Substances Control (DTSC) is directing the remediation of impacted soils at these properties.

The specific plan includes neighborhood focused retail, new infrastructure to support new residential and commercial development, new parks and the Bayside Trail, as well as new residential units in a variety of sizes and types.

Old Town Specific Plan Area

Central Newark and sites within the Old Town Specific Plan are at high risk of exposure to particulates from diesel fuel. In an effort to increase health equity in the area, and create a safer environment for walking and biking, the city will conduct a truck route study in 2023, looking to remove semi trucks from using Thornton avenue in the old town district.

Transportation and the Public Realm

Through public participation, pedestrian improvements and access to public transportation have been consistent themes that are associated with opportunity for a variety of populations, as well as being conscientious of climate change and the environment.

Figure 3-57 shows the distribution of housing sites and bus routes in Newark. We have heard from the disability community that having affordable housing in close proximity to transit is important for their community. There is also an understanding that transportation can be a significant expense, to providing housing in close proximity to transportation, new developments can lessen the cost burden and support more sustainable development.

In 2017 Newark City Council approved the Pedestrian and Bicycle master plan, in order to prioritize and implement infrastructure improvements and educational/enforcement programs that will improve the biking and walking environment in Newark. The following is an overview of pedestrian and bicycle improvements to be undertaken during the Housing Element cycle:

- Cherry street will be improved by a class 4 separated bike lane from Central Ave to Stevenson blvd.
- The Central ave overpass, with an estimated completion in 2025, will eliminate railroad grade crossing for pedestrians, creating a separated crossing at Sycamore and Filbert, make it easier for pedestrians to cross safety, and the addition of new bike lanes
- In Old Town, with an estimated completion date of 2025 there will be bike and pedestrian improvements: a road diet, widened sidewalks, bike lines where there are none, high visibility crosswalks.
- The Bay Trail will be extended through the Bayside Newark development
- The city has received grant funding to add sidewalks and for the development of a cycle track on Thornton ave, between Gateway blvd and Hickory street, to improve access to the wildlife refuge. This will add bike lanes to the west side to make it safer to access the wildlife refuge. Estimated project completion will be in 2029.
- Grant funding to install the rapid fire beacons where the residents have expressed concerns over safe crossing, especially for students. One is planned for Old Town at Mulberry street, and near the Bayshore district on Enterprise drive.

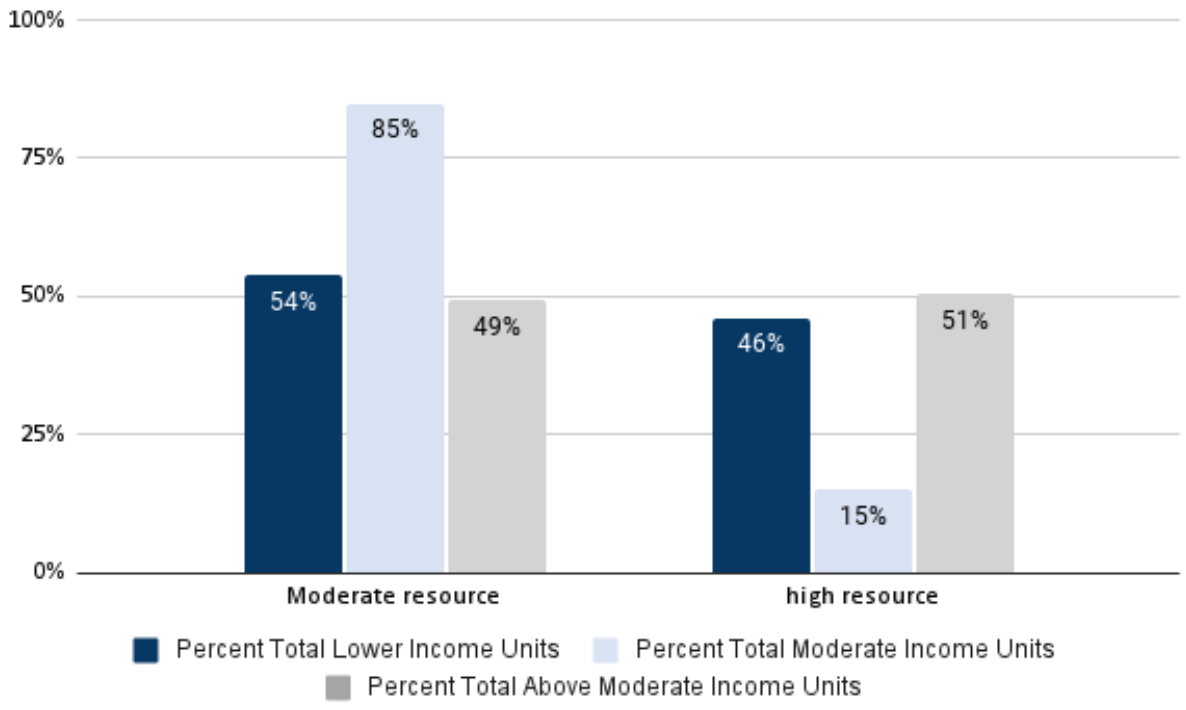
Through area specific plans, Newark is investing in their public realm through pedestrian improvements for active transportation and pedestrian safety through more human scale streets. The Old Town Specific plan will be directing infrastructure investments in the form of streetscape improvements, such as wider sidewalks, bike lanes, high visibility crosswalks and traffic calming. Through the Old Town Area, Thornton Avenue will be reduced to slow traffic and increase space for walking and biking. Public art and new gathering spaces will support placemaking efforts to celebrate Newark past and present.

Table 3-15: Sites along transit lines and High or Moderate Opportunity Areas, 2022

Housing Site	Specific Plan Area and / or Opportunity area	Pedestrian Improvements
14	High Resource (NewPark Place)	
5, 6, 7, 13, 17, 22	High Resource (Birchwood)	
8, 9, 16, 19, 21, 28	Moderate Resource (Old Town)	Changes will be made to Thornton Ave to facilitate safer walking and biking in the area. There will be traffic calming measures, bike lanes and wider sidewalks.
10, 15, 20, 21, 24, 25	Moderate Resource (Old Town / Central Newark)	

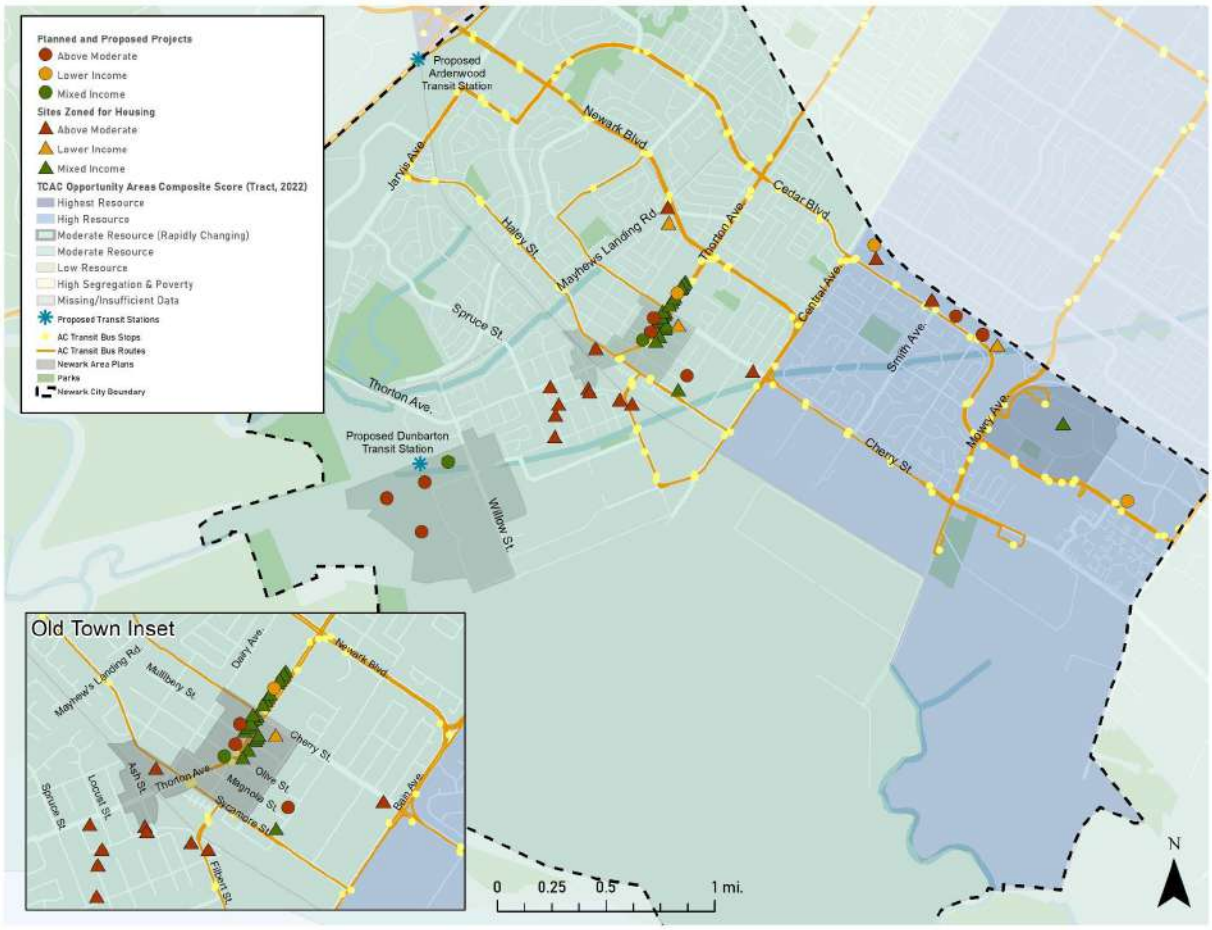
Source: Tax Credit Allocation Committee, 2022, ACTrans 2022, City of Newark

Figure 3-56: Percentage of Housing Units by Resource Opportunity Area, 2022



Source: Tax Credit Allocation Committee, 2022, Community Planning Collaborative Sites Analysis

Figure 3-57: Site Distribution by Resource Level and Transportation Access, 2022



Source: Adapted by Community Planning Collaborative, 2022. HCD AFFH Data Resources and Mapping Tool

Potential Effects On Disproportionate Housing Needs

As previously mentioned, Newark has a large portion of residents that have housing needs that make them vulnerable to displacement due to being cost burdened, large families, female headed households or a senior. As highlighted in Figure 3-59 the areas vulnerable to displacement also correspond with portions of the city with BIPOC populations above 80%, specifically Hispanic / Latinx residents. The areas that are vulnerable to displacement in the Old Town, Bayside area also have higher rates of cost burden. With a focus on increasing affordable housing opportunities in the Old Town/ Central area, 57 percent of sites are for lower income households, as well as sites identified as mixed income developments will provide housing options that will support community members ability to remain in their neighborhoods.

The city is planning to develop and implement a number of policies and programs to support residents to stay in place such as a local preference policy, program H4.2 a community/tenant

opportunity to purchase act, and program H4.1 Develop Anti Displacement programs for the Old Town area.

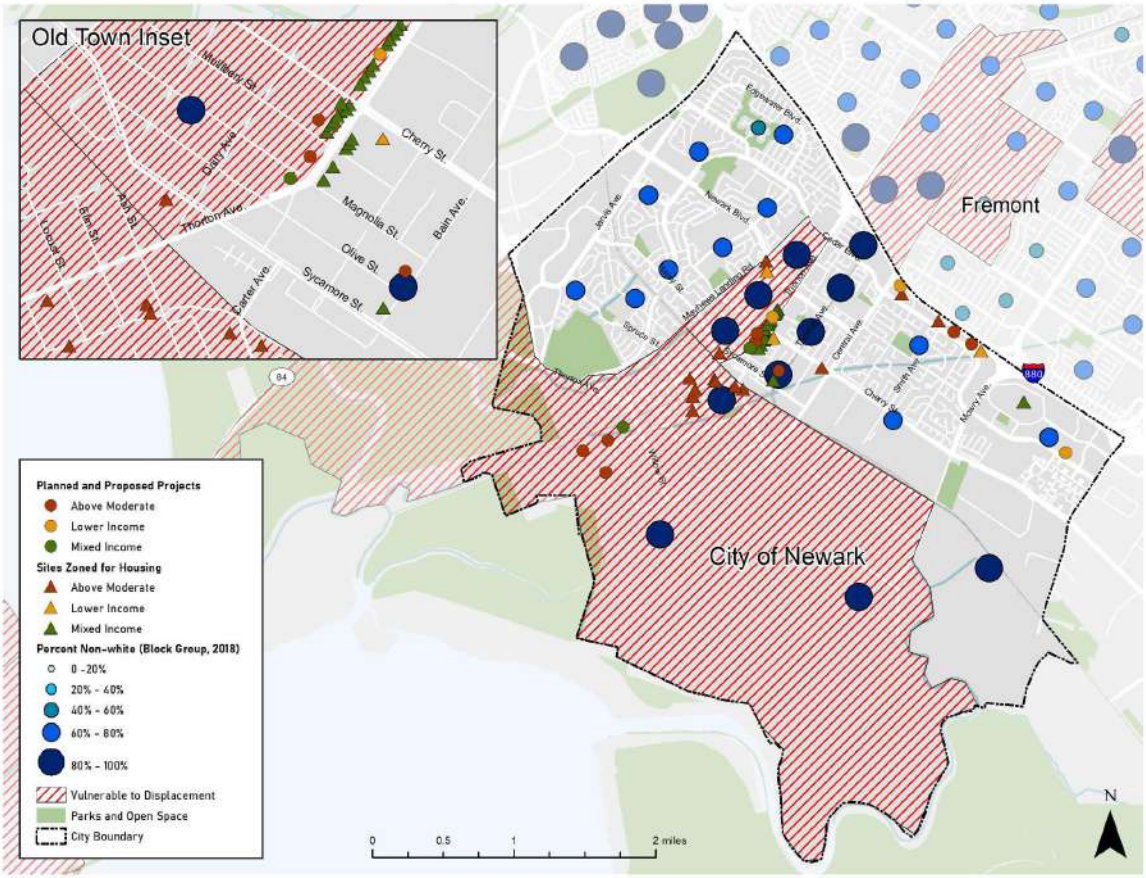
Figure 3-58 Distribution of Sites by Rates of Cost burdened, 2015- 2019

Source: Adapted by Community Planning Collaborative, 2022. HCD AFFH Data Resources and Mapping Tool.

Cost Burdened Households

- 30% of housing sites are affordable for very low, low and moderate income households and are distributed throughout the city.
- Recognizing the role that access to transportation plays, 25 percent of housing units are along existing bus lines and are affordable to very low, low, and moderate income households.

Figure 3-59: Distribution of Sites by Displacement Risk and Percent BIPOC population, 2017 and 2018

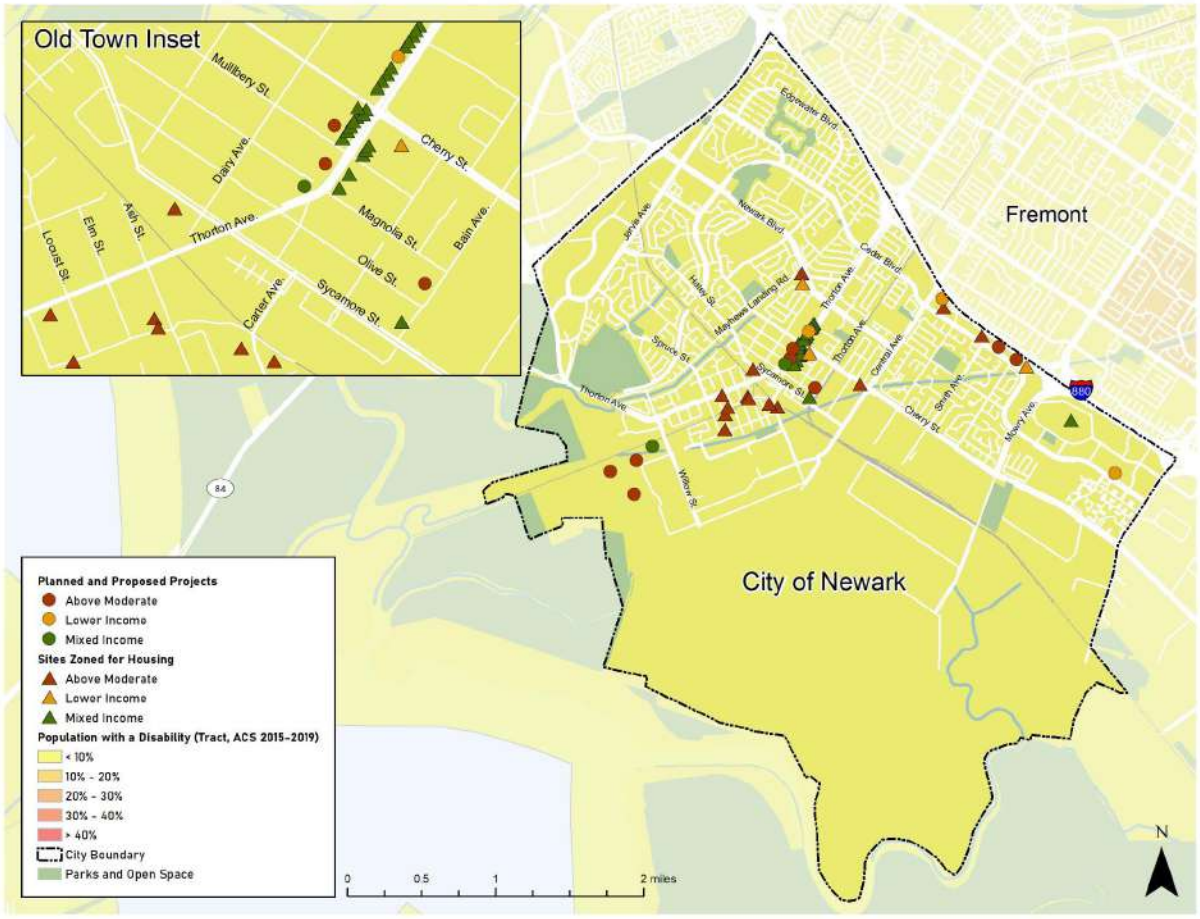


Source: Adapted by Community Planning Collaborative, 2022. HCD AFFH Data Resources and Mapping Tool.

People with Disabilities

Residents with disabilities in Newark are a lower percentage then the county at 8 percent, and are equally distributed throughout the city. Through conversation with the executive director of the Housing Consortium of the East Bay, he identified important aspects of housing development for those with physician and developmental disabilities. Having housing in close proximity to public transit to connect with jobs and services is key, as only 10 percent of the demographic owns a car. In Newark, major transit lines run along Thornton Ave, Central Ave and Sycamore street. Housing sites are well positioned to be within a half mile walking distance of transit as shown in Figure 3-57. With The majority of sites centrally located near parks, libraries and transit, new housing in Newark will be accessible to those with limited mobility. Fifty two percent of housing sites along existing transit routes are to be affordable to those with very low, low and moderate incomes, yielding an expected total of 754 units.

Figure 3-60: Housing Sites Vis-a-Vis Disability Status, 2015- 2019



Source: Adapted by Community Planning Collaborative, 2022. HCD AFFH Data Resources and Mapping Tool.

I. Contributing Factors and Meaningful Actions

The City of Newark has a significant Asian and Hispanic/Latinx population, a large number of families, and few affordable rental and home ownership opportunities available for residents. A history of housing discrimination and disinvestment have brought uneven opportunity and quality of life for BIPOC residents. Housing pressures from workers in Silicon Valley are increasing housing costs for long term residents. The city is constrained by ecologically sensitive marshlands of the San Francisco Bay, and is vulnerable to flooding and sea level rise, which plays a key role in planning for growth in a sustainable manner.

There is an urgent need for affordable housing, especially for families and seniors. There is a high percentage of students experiencing homelessness, single parent households in poverty, and multigenerational families - all with disparate housing needs. Old town and Central Newark have low environmental outcomes, due to pollution from industrial and truck traffic that disproportionately affects children and seniors.

Newark's BIPOC community are disproportionately cost burdened renters, who face increasing rents with few protections. Many residents shared the challenge of finding affordable rental housing, and the desire for stability and the opportunity to build wealth through homeownership.

The city is committed to furthering fair housing in Newark and has identified the contributing factors, and policies and programs to implement in order to increase access to opportunity and affordable housing options in the city, especially for those communities most vulnerable to gentrification and displacement.

Mobility Strategies Removing barriers to housing in areas of opportunity and strategically enhancing access.

PROGRAM H2.8: Zoning for Missing Middle Housing Types.

PROGRAM H5.1: First-Time Homebuyer Assistance

PROGRAM H7.1: Develop training programs in collaboration with Alameda County Housing Authority for property owners to understand the housing choice voucher program

PROGRAM H4.6: Support tenant stability though minimum lease terms and relocation assistance

PROGRAM H4.8: Connect Residents with Foreclosure Assistance

PROGRAM H7.4: Affirmatively Market Affordable Housing

New Housing Choices in Areas of Opportunity Promoting housing supply, choices and affordability in areas of high opportunity and outside of areas of concentrated poverty

PROGRAM H2.1: Encourage New Housing options in areas of the city close to services such as parks, schools and grocery stores.

PROGRAM H2.2: Accessory Dwelling Unit program

PROGRAM H2.6: Work in Partnership with Newark Unified School District to develop new housing

PROGRAM H2.7: Affordable housing development fund.

PROGRAM H2.8: Zoning for Missing Middle Housing types

PROGRAM H2.10: Single Room Occupancy Housing

PROGRAM H4.5: With community partners, connect residents to existing shared housing programs

PROGRAM H5.2: Affordable Housing Development Programs

PROGRAM H5.6: Affordable Housing Overlay Zone

PROGRAM H5.3: Public Lands for dedicated affordable housing.

PROGRAM H2.3: A Community Plan for the 4 Corners Area

Place Based Strategies (Amenities, Economic Development) Conserving and improving assets in areas of lower opportunity and concentrated poverty such as targeted investment in neighborhood revitalization, preserving or rehabilitating existing affordable housing, improving infrastructure, schools, employment, parks, transportation and other community amenities.

PROGRAM H1.1: Housing Rehabilitation and Repair Programs.

PROGRAM H2.9: Area Specific Plans

PROGRAM H4.1: Develop anti displacement programs for the Old-Town Newark Specific Plan area

PROGRAM H6.3: Cool Roofs for cool homes

Anti Displacement Strategies + Tenant Protection (Fair Housing Outreach and Enforcement) strategies that protects residents in areas of lower or moderate opportunity and concentrated poverty and preserves housing choices and affordability

PROGRAM H1.2: Develop a citywide rental inspection program to maintain high quality housing throughout the city

PROGRAM H4.2: Develop a Tenant/Community Opportunity to Purchase Policy

PROGRAM H4.3: Develop a Just Cause Eviction Ordinance

PROGRAM H4.4: Small Sites Program

PROGRAM H4.9: No Net Loss of Units

PROGRAM H5.1: First-Time Home Buyer Assistance

PROGRAM H7.2: Partner with community organizations to ensure that community members have access to tenant rights information and Fair Housing in multiple languages

PROGRAM H7.3: Work with Newark Unified school district to distribute housing resources to families enrolled in the district

Table 3-16: Summary of Contributing Factors and Actions Regarding Housing Issues in Newark

Fair Housing Identified Issue	Contributing Factor	Prioritization and Geographic target	Meaningful actions
Population of children and families experiencing homelessness.	Lack of available rental housing that is affordable to those making at or below the median income. There is no affordable housing available for rent and for those transitioning out of homelessness.	**HIGH. City wide with a focus in supporting the students in schools in the Old Town/ Central area**	• Develop a strong working relationship and partnership with the Newark Unified School district to increase access to resources to families in the District. **PROGRAM H7.3** • Build more housing for low and extremely low income residents and those transitioning from and experiencing homelessness. **PROGRAM H2.7** • Prioritize publicly owned land for affordable housing development. **PROGRAM H5.3** • Implement an affordable housing overlay zone to incentivize the construction of affordable housing for very low, low, and moderate income households in targeted areas. **PROGRAM H5.6** • Develop a local response to support people experiencing homelessness, with specific attention to the racial disparities and large population of youth and families. **PROGRAM H2.5; PROGRAM H7.3** • Support Tenants through minimum lease terms and relocation assistance. **PROGRAM H4.6** • Work with partners to develop scattered sites for shared housing utilizing funding sources such as Project Home Key. **PROGRAM H4.11**
Ineffective outreach and access to information for renters and property owners, those with limited English, lack of existing knowledge of resources, or limited time	Resources for renters are not easily accessible currently. Those with limited English language, lack of access to a personal computer and or internet connection need additional support and resources tailored to their needs. Landlords need training to better understand laws and regulations	**HIGH Citywide with a focus on supporting the significant Hispanic/ Latinx and Asian populations in the Old Town / Central area**	• Partner with a local non profit to co produce tenants rights materials and support systems for communities that have not been equitably served by existing resources and processes. **PROGRAM H7.2** • Update the city website to make housing resources easier to access for populations that have limited English. **PROGRAM H7.2; PROGRAM H7.3; PROGRAM H7.4**

Fair Housing Identified Issue	Contributing Factor	Prioritization and Geographic target	Meaningful actions
Significant negative environmental outcomes for existing low income BIPOC communities & increased risk of climate related displacement	Due to high levels of air pollution from freeway pollution and truck traffic on Thornton Avenue, and high levels of cost burden residents, the majority of Newark has less positive environmental outcomes.	**MEDIUM Focus on the Bayside/Old Town**	• Flood Risk Disclosure for New Development. As a significant portion of Newark falls within the 100 and 500 year flood plain, ensuring that development is built in response to climate change. **PROGRAM H6.4**
Displacement pressure for BIPOC communities. Large cost burden BIPOC community and a low inventory of affordable rental homes for all segments of the population	Due to close proximity to Silicon Valley, the housing market has become more attractive to those working in the tech industries in the area. As rents continue to increase, residents with incomes at or below the median income are not able to find rentals they can afford.	**HIGH Focus on areas identified as vulnerable to displacement such as the Old Town/Central, Bayside areas and renters around the city**	• Increasing renter support by developing and implementing a Just Cause Eviction Ordinance, to ensure that renters clearly know their rights. **PROGRAM H4.3** • Developing a Local Preference policy to support housing that prioritizes those residents currently living in Newark. **POLICY H4.1** • Developing a community / tenant opportunity to purchase ordinance. **PROGRAM H4.2** • Develop an anti displacement plan for the Old Town/ Central Newark areas. **PROGRAM H4.1** • Support tenant stability though minimum lease terms and relocation assistance. **PROGRAM: H4.6** • Develop a city wide rental inspection program. **PROGRAM H1.2**
Lack of affordable rental homes for all segments of the population, with protected classes being the most affected. A large number of single parent families in Newark in poverty	Newark's housing stock is primarily composed of market rate single family homes for ownership or rent. The most recent subsidized housing constructed was the first built in the city in over 20 years, and currently all subsidized housing is for seniors.	**HIGH Citywide focus on new housing on Newark Unified school district sites, and a focus on missing middle housing types in the Birch Grove, Lakes, Mirabeau, and**	• Develop an Affordable Housing NOFA to encourage affordable housing developers to locate projects in the city for high need populations. **POLICY H5.5** • Develop a program for the development of low and moderate income Accessory Dwelling Units in the city, with the intention of increasing housing options for public service workers and residents that are in need of affordable housing such as single parents. **PROGRAM H5.5** • Update the inclusionary zoning policy to include home

Fair Housing Identified Issue	Contributing Factor	Prioritization and Geographic target	Meaningful actions
		Mayhews Landing neighborhoods.	ownership opportunities, encourage more on site affordable units and ensure affordability requirements will address those at residents at low incomes • Generate local funds for affordable housing production and programming through an affordable housing fee program. **PROGRAM H5.2** • In collaboration with a non profit organization, implement a shared housing program in Newark. **PROGRAM H4.5** • Work in partnership with the Newark Unified School District to plan for affordable housing production and build upon the existing partnership between the City of Newark and Newark Unified School District to bring forward implementable plans for affordable housing school owned properties. **PROGRAM H2.6** • Develop new housing options in established neighborhoods of the city close to services such as parks, schools and grocery stores. **PROGRAM H2.1**
Low homeownership levels for Black, Indigenous and Hispanic/ Latinx residents	History of housing discrimination in Newark as well as mortgage lending discrimination has led to a lack of access to home ownership opportunities for Black, Indigenous and HIspanic/ Latinx residents.	**MODERATE Focus on supporting BIPOC residents, as part of the Newark Affordable Housing Action Plan work**	• Develop a below market rate homeownership program in partnership with a non profit organization to expand home ownership for first time homebuyers and BIPOC community members. **PROGRAM H5.1** • Connect residents to foreclosure assistance, With a focus on Hispanic/Latinx, Indigenous and Black residents. **PROGRAM H4.8**
Disproportionate access to opportunity across the city. Areas with low access to opportunity are primarily in areas with high proportion of Hispanic/ Latinx, Asian and	Older areas of the city such as Old Town have seen a lack of investment over the years in the historic commercial and residential district and private investment has gone into newer	**HIGH Programs and policies focused in the Old Town/ Central Newark area. Family sized**	• Develop new affordable homes in opportunity areas throughout the city, close to parks, schools and public transportation. **PROGRAM H2.1** • Invest in improving the infrastructure and affordable housing opportunities in Old Town and Bayside neighborhoods in

Fair Housing Identified Issue	Contributing Factor	Prioritization and Geographic target	Meaningful actions
Indigenous residents **High segregation of Hispanic / Latinx population**	developments. Due to the disinvestment, the area has supported lower rents than the surrounding neighborhoods, supporting a primarily BIPOC neighborhood of residents.	**housing and pedestrian improvements are planned/ in process**	Newark through the Old Town specific plan, to create areas of high opportunity where residents currently reside. **PROGRAM H2.9** • Open up single family zoning in larger portions of the city for low scale "missing middle housing" types such as courtyard housing that were identified in the housing survey. **PROGRAM H2.8** • Update inclusionary zoning policy to ensure new affordable homes are built on site, with no in lieu fee option • Accessory Dwelling Unit program to support the development of new housing distributed throughout the city and with 25 percent in high opportunity neighborhoods. **PROGRAM H2.3** • Develop an Anti Displacement program for the Old Town/Central areas, **PROGRAM H4.1** • Develop a program for the preservation of unsubsidized affordable housing in the city, especially in areas of high displacement risk. **PROGRAM H4.4**

SECTION 4 HOUSING CONSTRAINTS

State housing law requires the City to review both governmental and non-governmental constraints to the maintenance and production of housing for all income levels. Examples of such constraints include development standards, local processing and permit procedures, development fees, construction costs, and compliance with various State laws to facilitate housing for lower-income and special needs households. State law requires the local governments to take action through their Housing Element to "address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing including housing for all income levels and housing for persons with disabilities," (Government Code Section 65583(c) (3)). A thorough understanding of the potential constraints to development can help to create appropriate policy responses

A. Governmental Constraints

Government regulations can potentially constrain the supply of housing available in a community if those regulations limit opportunities to develop housing, impose requirements that unnecessarily increase the cost to develop housing, or overcomplicate the development process for developers. State law requires that housing elements contain an analysis of the governmental constraints on housing maintenance, improvement, or development of housing for all income levels including special needs households and persons with disabilities (Government Code, Section 65583(a) (4)). Potential constraints to housing include land use controls, development processing procedures and fees, impact fees, on- and off-site improvement requirements, and building and housing codes and enforcement. This section discusses these standards and assesses whether any serve as a constraint to affordable housing development in Newark.

Land Use

The City of Newark controls the location, type, density, and scale of new development through the General Plan, the Zoning Ordinance, and various specific plans.

General Plan

Every jurisdiction in California is required to prepare a comprehensive, long-term General Plan to guide decision making. Newark's General Plan, adopted in 2013, sets forth the City's vision, goals, and policies to shape development of the city. The updated plan created new opportunities for residential and mixed-use development throughout the city and has subsequently been supplemented by Specific Plans (described below) that further set forth plans and policies to

accommodate a range of housing types in key priority growth areas to create inclusive housing opportunities for Newark residents. These new residential development opportunities are reflected in the increased capacity of the Housing Element sites inventory. The Land Use Element of the General Plan has five land use designations that allow for residential use as follows:

Table 4-1: General Plan Land Use Designations

Land Use Designation	Housing Capacity	General Uses
Low Density Residential	Less than 8.7 units per net acre	This designation is intended for single-family residential development on lots larger than 5,000 square feet. It corresponds to most of Newark's residential neighborhoods. Multiple zoning districts apply within Low Density Residential areas to distinguish areas with different minimum lot sizes. Other compatible uses, such as schools, childcare centers, parks, and religious facilities may also be located in areas with this designation, subject to appropriate permitting requirements.
Low-Medium Density Residential	8.7 to 15 units per net acre	This designation is intended for small lot single-family homes, zero lot line and patio homes, mobile home parks, and other areas characterized by a mix of older single-family homes and small multi-unit buildings. These areas have the basic characteristics of single-family neighborhoods, such as front and rear yards, driveways, and garages, but have smaller lots and a wider variety of housing types. Densities in areas with this designation range from 8.7 to 15 units per net acre, but the higher end of this range (e.g. from 11 to 15 units per acre) will only be allowed on properties which have their primary access on an arterial or collector street and which are found to be compatible with the character and intensity of residential development in the immediate area. Other compatible uses, such as schools, childcare centers, parks, and religious facilities may be located in all areas with this designation, subject to appropriate permitting requirements.
Medium Density Residential	14 to 30 units per net acre	This designation is intended for garden apartments and condominiums, townhomes, row houses, 4 to 8 plexes, and older areas that contain a mix of multi-family and single-family homes within this density range. These areas tend to be multi-family in character but retain some of the characteristics of suburban neighborhoods such as landscaped yards, off-street parking, common open space, and low building heights. Densities in areas with this designation range from 14 to 30 units per net acre, but the higher end of this range (e.g. from 22 to 30 units per acre) will only be allowed on properties which have their primary access on an arterial or collector street and which are found to be compatible with the character and intensity of residential development in the immediate area. Additionally, to ensure that land with this designation is used as efficiently as possible, a minimum density standard of 14 units per net acre applies. Other compatible uses, such as schools, childcare centers, parks, and religious facilities may also be located in areas with this designation, subject to appropriate permitting requirements.

Land Use Designation	Housing Capacity	General Uses
High Density Residential	25 to 60 units per net acre	This designation is intended for apartment and condominium complexes that are generally three stories or more. On larger parcels with this designation, common open space and other shared amenities are typically provided. Structured (or basement level/ podium) parking is also common. Densities range from 25 to 60 units per acre, corresponding to site area allowances of 725 to 1,450 square feet of lot area per each dwelling unit. To ensure that land with this designation is used as efficiently as possible, a minimum density standard of 25 units per net acre applies. Other compatible uses, such as schools, childcare centers, parks, and religious facilities may also be located in areas with this designation, subject to appropriate permitting requirements.
Commercial Mixed-Use	30 to 60 units per net acre. FAR of 0.5 to 2.0	This designation supports a combination of office, residential, and retail use, with an emphasis on specialty commercial uses such as antique stores, boutiques, galleries, cafes, and restaurants. Development standards should foster a walkable, pedestrian-oriented character that emphasizes a fine-grained building scale and streetscape. Structures that are entirely residential or entirely commercial are both permitted, but the optimal development form on larger sites would include housing located above ground level retail shops or services. This designation is used in Old Town Newark, where it recognizes the historic scale, lot pattern, and context of this district. Floor area ratios (FARs) are generally in the range of 0.5 to 2.0. The actual intensity of development on any given site is dictated by a number of factors, including height limits, parking and landscaping requirements, and site size and dimensions. Multiple zoning districts apply in this designation, with one zone focused on ground floor retail uses and the other allowing more diverse ground floor uses, such as offices and housing.
Regional Commercial	Greater than 30 units per acre. FAR of 0.2 to 4.0	This designation supports the largest and most complete shopping facilities in the city. The emphasis is on a broad array of goods and services, including department stores, retail shops, restaurants, entertainment facilities, and similar uses which draw patrons from throughout Newark and the surrounding region. This designation is applied to NewPark Mall and some of the commercial areas on the Mall's perimeter. Uses such as hotels and corporate office buildings are acceptable in areas with this designation. Housing at densities greater than 30 units per acre may be included in Regional Commercial areas if such housing is a component of a large-scale planned development which is primarily oriented around regional retail commercial uses. FARs are generally in the range of 0.2 to 4.0. The actual intensity of development on any given site is dictated by a number of factors, including height limits, parking and landscaping requirements, and site size and dimensions.

Source: City of Newark General Plan, 2013

Zoning

The City's zoning and development regulations establish permitted and conditionally permitted uses within each zone and standards which dictate how much development can occur on a given parcel of land such as minimum and maximum densities, height, setbacks, and lot coverage. The City Zoning Ordinance is adopted as Title 17 of the Municipal Code. Title 17, as well as all the other titles that comprise the Newark Municipal Code, are easily accessible on the city's website at www.newark.org.

The current zoning ordinance includes four residential zoning districts (RS Residential Single Family, RL Residential Low Density, RM Residential Medium Density, RH Residential High Density, and two mixed-use/commercial districts that allow for residential development (CMU Commercial Mixed Use, RC Regional Commercial). These "base" zoning districts are supported by combining districts or "overlay" districts, including the Form Based Code Overlay District, Planned Development and Old Town Newark Overlay District (Table 4-2).

As shown in Table 4-1, the current zoning districts which permit multifamily housing provide a base density range of 30-60 DU/A with the exception of the RC zone, which permits higher densities. In practice, projects in Newark such as the Newpark Place Phase 1A have significantly exceeded these base densities.

Development Standards

Residential development standards established in the Zoning Ordinance are designed to provide orderly development of the City and to protect and promote the health, safety, and welfare of local residents and to implement the policies of the General Plan. An analysis of the residential standards, shown in Table 4-2, shows that Newark's development standards (prior to the adoption of the zoning amendment required by Program H3.6) are typical for Bay Area communities and are not a constraint to the development of housing. These standards are intended to balance the need for predictable, orderly development with the need to allow the maximum possible residential density. Through program H2.12, the City will address potential barriers to residential development at all density levels through regular review and if necessary, amend the relevant development standards.

Minimum Lot Area

In the RS district, the vast majority of residential development during the planning period is anticipated to occur through ADUs and SB 9 Urban Lot Splits and Urban Housing Developments. These development types are not required to observe minimum lot size requirements for the underlying zoning district. The minimum lot sizes for the RS district

range from 6,000 to 10,000 square feet depending on the zoning designation which correlates to the development patterns of the surrounding subdivisions. The minimum lot sizes for the RM and RH districts, 6,000 square feet, do not affect the development potential of multi-family developments which allow multiple units to be constructed on a single parcel. The minimum lot size for CMU is 20,000 square feet which could be considered a constraint since many of the CMU parcels abutting Thornton Avenue are less than half an acre which would require lot consolidation in order to facilitate redevelopment. The City will investigate this possible constraint as part of Program H2.12

Setbacks

In the RS district, the vast majority of residential development during the planning period is anticipated to occur through ADUs and SB 9 Urban Lot Splits and Urban Housing Developments. These development types are not required to observe setback requirements for the underlying zoning district. As a program of the Housing Element, a local SB 9 ordinance will be prepared to provide specific development standards for SB 9 projects. A standard residential subdivision in an RS district would not be constrained from achieving maximum density by setback requirements.

As shown in the Table 4-2, front setbacks decrease from 20 feet in RL to 15 feet in RM and RH districts, Street side setbacks decrease from 10 feet in RL to 8 feet, and rear setbacks decrease from 15 feet to 10 feet. CMU and RC districts can be developed to the lot line, but have setbacks imposed if they are adjacent to RS districts or a lot which is developed with a single family residence. The City's setbacks are typical for a community of its size and development patterns and are not considered barriers to achieving maximum density.

Height

Height limitations are intended to allow projects to achieve the maximum allowable density, while also being responsive to community character. In the RS district, the height limit is 30 feet which allows for the construction of typical two-story homes. In the RM and RH districts, heights greater than 35 feet and up to 75 and 100 feet respectively are permitted with a Minor Use Permit, which may be granted at the discretion of the Community Development Director without a public hearing. In practice, these height limits are reasonable to allow the maximum density and range of product types that are typical in these zones. However, the requirement for an MUP may still be a constraint to development, so Program H2.12 includes the objective of removing this barrier. In the RL, RM, and RH districts, the height limits are 35, 75, and 100 feet respectively, which allow for the construction of three-story townhomes up to multi-story apartments or condominiums in the upper range.

Planned and proposed projects included in the Element generally do not reach the maximum allowable heights for their respective zoning districts but still achieve considerable residential densities. The proposed SAHA development, zoned RH, shows that heights are not a barrier in

achieving maximum densities since the project has a height of 60 feet and achieves a density of 105 dwelling units per acre. Waymark Homes, a proposed three-story attached townhome development which is zoned RM, reaches a height of 37 feet and a density of 22 dwelling units per acre, which is the maximum for the district.

The districts that provide the highest densities for residential development also provide for the highest maximum heights, including the RC district which is 250 feet and the CMU district which is 60 feet or 75 feet within the Old Town Newark Specific Plan area. According to an analysis of the CMU zone, currently only one parcel is outside of the Old Town Specific Plan area and is subject to the 60-foot height limit. While few parcels are zoned CMU in Newark, the 60-foot height limit could potentially be a barrier to reaching maximum allowable densities, especially if the City decides to use this zoning in future locations. The City will review this concern (Program H2.12) and provide flexibility as needed to make maximum densities achievable.

In order to be responsive to community character, the City has scaled height restrictions if the parcel is adjacent to a less intensive zone district. However, this restriction only applies to the area of the parcel which is within 20 feet of the less intensive district, including setbacks, therefore it is not considered a barrier to achieving maximum density. As with other development standards described in this section, height limits and any associated city processes will be continually evaluated during the course of the planning period per Program H2.12.

Lot Coverage

Maximum lot coverage standards vary from 50 percent in RS and RL districts to 55% in RM and RH districts. Lot coverage increases in the RM district to 65% for development within the Old Town Specific Plan area. The CMU and RC districts have no maximum standards. These standards are typical in many Bay Area communities and in Newark have not been perceived as a barrier to development and achieving maximum densities.

Parking

Because off-street parking often requires large amounts of land and structured parking is expensive to build, parking requirements are one of the development standards that can most negatively impact the feasibility of new housing development. Compared to many neighboring jurisdictions, Newark currently has somewhat higher parking requirements for most housing types than neighboring jurisdictions. For multifamily housing, Newark has higher requirements for studio and one-bedroom units than Fremont, as well as higher requirements for covered parking. Although Newark and Fremont have the same guest parking requirement of 0.5 spaces per unit, Fremont does not have the same requirements for covered parking, and removes minimum parking requirements entirely in areas near transit. Additionally Newark requires one space per unit to be located in a garage, a requirement that can significantly increase the cost of development.

Senior housing. Although it has been found that seniors do not have the same rates of driving, Newark has higher parking requirements than neighboring Union City and Fremont, at one space per unit.

ADUs. Union City does not list a parking requirement for ADU's, but Newark has a higher parking requirement than Fremont, which has no parking requirements at all for ADU and JADU units.

Because Newark has higher parking requirements for multi-family, senior housing and accessory dwelling units this Housing Element update provides an opportunity for significant changes in parking requirements such as removing parking minimums and aligning requirements to be more in line with neighboring jurisdictions. Although the City complies with State density bonus parking standards upon request, the City's parking requirements can be a potential constraint on the production of housing in some cases. In order to address this constraint, the City will implement Program H3.5 and will commit to developing new, lower parking standards to facilitate residential development, particularly on sites identified for the development of lower-income housing. This will also include a reduction of required guest parking from 0.5 to 0.25 spaces per unit.

Open Space Requirements

Newark has open space square footage requirements per unit in the RL, RM, RH and CMU and RC districts which are 400, 300, 200, 50, and 50 square feet respectively. The required open space is the product of the number of units multiplied by required square footage. Required open space consists of two types: common and private. This is no minimum private open space requirement. Common open space must be a minimum of 50% of the required open space, but may be more, up to 100% of the requirement. Within the Old Town Specific Plan area, the RM district only requires 100 square feet of open space per unit. The open space requirements in the RL and RM districts may be considered high and have the potential to limit densities. Through Program H2.12, the City will review and revise the open space requirements as necessary including adjustments to the minimum area and dimensional requirements, as well as to provide more flexibility for open space types, location, and usability.

Minimum Commercial Component in Mixed Use Zones

Parcels within the CMU zone that have frontages on Newark Blvd. and Thornton Ave. between the Union Pacific Railroad and Olive Street are required to have nonresidential uses that occupy no less than 15% of the gross lot area on their ground floors. Ground non-residential use is also a requirement for all development in the RC district. The intent of this standard is to promote walkable and vibrant mixed-use neighborhoods with a strong sense of place, however the standard is a potential barrier since recent development in Newark has been predominantly residential. Outside of these major commercial corridors, 100% residential projects are permitted.

Table 4-2: Residential Development Standards, Newark 2022

Zoning District	Minimum Lot Area (sq. ft.)	Max Units Per Acre	Minimum Lot Width (ft.)	Minimum/ Maximum Setbacks (ft)	Maximum Main Building Coverage (%)	Maximum Height (ft.)	Required Open Space Per Unit (sq. ft.)
RS	RS-6,000: 6,000; RS-7,000: 7,000; RS-8,000: 8,000; RS-10,000: 10,000	8.7	RS-6,000: 60; RS-7,000: 65; RS-8,000: 70; RS-10,000: 80	Front: 20 Interior Side: 5 Street Side: 10 Rear: 20	50	30	n/a
RL	6,000; 3,000 for Single unit dwelling, detached	11, up to 15 with CUP depending on street classification	60	Front: 20 Interior Side: 5 Street Side: 10 Rear: 15	50	35	400
RM	6,000	22; up to 30 with CUP depending on street classification, 50 within the Old Town Specific Plan area	60	Front: 15 Interior Side: 5 Street Side: 8 Rear: 10	55, 65 within the Old Town Specific Plan area	75 (over 35 requires a MUP), 48 within the Old Town Specific Plan area, 35 within 20 ft. of an RS or RL District	300; 100 within the Old Town Specific Plan area
RH	6,000	60	60	Front: 15 Interior Side: 5 Street Side: 8 Rear: 10	55	100 (over 35 requires a MUP); 35 within 20 ft. of an RS or RL district	200

Zoning District	Minimum Lot Area (sq. ft.)	Max Units Per Acre	Minimum Lot Width (ft.)	Minimum/ Maximum Setbacks (ft)	Maximum Main Building Coverage (%)	Maximum Height (ft.)	Required Open Space Per Unit (sq. ft.)
CMU	20,000	60, 100 within the Old Town Newark Specific Plan area	100	**Front:** 0, max. of 10 **Interior Side:** 0, 20 abutting a RS district or any lot developed with a single family residence **Street Side:** 0, max of 10. **Rear:** 0, 10 abutting a RS district or any lot developed with a single family residence	n/a	60; 75 within the Old Town Specific Plan area; 48 within 20 ft of an RM District boundary, 35 within 20 ft. of an RS or RL District boundary	50
RC	20,000	120	100	Front: 0 Interior Side: 0 Street Side: 0 Rear: 0	n/a	250	50

Source: City of Newark Zoning Ordinance, 2022

An analysis of the residential standards, shown in Table 4-2, indicates that these requirements overall are not a constraint to the development of housing.

Specific Plans

The City has four (4) adopted specific plans which have significantly increased the City's capacity to accommodate new housing development through the coming Housing Element update period and beyond. These plans are expected to guide new housing development during the timeframe of the 2023-2031 Housing Element and are described in more detail below.

Bayside Newark Specific Plan, Adopted July 2021

The Bayside Newark Specific Plan, formerly known as The Dumbarton Transit-Oriented Development (TOD), provides the framework for a proposed new neighborhood that will provide a broad range of new housing, retail and business opportunities in Western Newark, centered around the proposed Dunbarton Commuter Rail station.

This project area includes 233 acres of land that has contained various industrial, manufacturing, chemical processing and salt production facilities since the early twentieth century. The plan steers the development of a contemporary version of a pedestrian oriented neighborhood where housing, recreation, neighborhood retail center and employment opportunities are integrated and connected via pedestrian and bicycle networks. The community would include shops, parks and open space amenities, including a bayside trail. Approximately 8% of the area is designated as low density residential, 33% for medium density residential, 29% for medium/high residential, and 2% for high density residential.

In the proposed design, higher densities of residential development-such as condos-would be located within a quarter-mile radius of the transit station, medium densities-such as townhomes-are located slightly further, and single family dwellings are located farthest from the station. Retail stores and shops are concentrated near the transit station at the intersection of Willow Street and Enterprise Blvd. Higher density housing would be adjacent to the retail area and the transit station. Neighborhood parks would be located within the residential areas and a larger community park would be included. Blocks are generally short and pedestrian-oriented. The street circulation network of streets will have one travel lane in each direction and will utilize traffic calming measures such as bike lanes in both directions, on street parking, and single lane roundabouts with the goal of prioritizing active transportation. The plan has a unit cap of 2,500.

Old Town Specific Plan, Adopted September 2021

The Old Town Specific Plan addresses a 76-acre area which encompasses Thornton Avenue spanning seven blocks from Elm Street to Cherry Street, and residential parcels north and south of the commercial corridor. The plan seeks to develop this corridor into a mixed-use area that accommodates a range of housing types, retail and service businesses, expanded public spaces, and mobility improvement. The Old Town Specific Plan does not allow single unit dwellings,

requires densities between 30 and 100 dwelling units per acre, and height maximums of up 75 feet (48 feet within 20 feet of a RM district and 35 feet within 20 feet of an RS or RL district). The plan also requires ground floor retail commercial uses on projects that front Newark Boulevard and Thornton Avenue between The Union Pacific Railroad Tracks and Olive Street.

Through zoning amendments, streetscape improvements, and public and private investments, the plan envisions Old Town Newark as a revitalized mixed-use neighborhood with a strong sense of place, thriving retail and commercial businesses, a range of housing choices for existing and future residents, a streetscape that prioritizes bicyclists and pedestrians, and public spaces. The plan's grand visions are matched by clear realistic steps for implementation of long-standing goals for revitalization and provide steps to maintain the existing housing stock and avoid displacement of existing residents and businesses.

NewPark Place Specific Plan

The NewPark Place Specific Plan (Plan), adopted in 2018 and implemented as revised in 2021, provides a comprehensive planning and development implementation strategy for a 125-acre area in the southeastern portion of the city adjacent to I-880 which includes the existing NewPark Mall retail center (mall), the parking facilities that surround it, and commercial uses on the perimeter of the center.

The Plan's vision is to transform the Greater NewPark Mall area into a vibrant urban place through thoughtful land use design, which includes mixed-income residential areas, retail and dining opportunities, community venues, a movie theater, inviting pedestrian-oriented streets and public spaces, and enhanced sidewalks, bicycle lanes, and transit facilities. Creating a premier Bay Area and local destination will re-power the regional retail uses within the mall itself as a vital economic engine for the city. Higher-density multifamily housing across types and affordability levels will comprise the predominant land use type in this reconfigured and revitalized area.

The Plan includes guidance in the form of plans, policies, development standards, and design guidelines and serves as an extension of the general plan making it both a policy and regulatory document. To achieve the development vision for the Greater NewPark Mall area, the Plan contains a framework that is flexible in land use types, development standards, and design guidelines. In collaboration with the city, the developer project sponsor will work within this framework to deliver project designs and programs with desired uses, development form, mobility improvements, and public amenities that create a unique "sense of place".

The plan is anticipated to build out over an approximate 20-year timeframe, with a total capacity of 1,519 multifamily residential units. The Mixed Use I area (where Phases A through D are located and highlighted in this Element) is expected to redevelop first based on the expressed interest of the property owner/developer. Diverse affordable housing will be an important component of the overall unit mix in the plan area, with at minimum 6 percent of units being affordable to very-low income households, 3 percent to low-income households and 3 percent to moderate-income households per City Council Resolution 10,184.

The plan calls for building heights between 30 and 200 feet, with a preferred minimum of 60 feet. The residential densities must be within a minimum of 60 dwelling units to the acre and a maximum of 160 dwelling units per acre, which can be accommodated within the overall plan development area under the Specific Plan's development standards. Building heights are currently constrained by the lack of adequate emergency response infrastructure Newark and the surrounding communities to safely respond to emergencies on high rise buildings. Because of this, the current plan shows densities on the lower edge of the spectrum.

Southwest Newark Residential and Recreational Project (Area 3 and 4 Specific Plan)

This is the largest area proposed for future development in Newark, comprising 856 acres in the area bordered by Mowry Avenue on the west, Stevenson Boulevard on the east, Cherry Street on the north, and Mowry Slough on the south. The Union Pacific Railroad bisects the area. Most of the land is vacant, although the area near the end of Mowry Avenue includes an auto-dismantling yard. The remainder of this area has been disked and graded for agricultural use since the early 1900s.

A Specific Plan was adopted in 2010 and 2015 (Newark Specific Plan - Area 3 and 4 of the General Plan). The Plan calls for the development of housing, a major recreational facility such as an 18-hole golf course, and the dedication of conservation open space on some of the low-lying areas south of the railroad tracks. Areas 3 and 4 contain sub areas where development would be focused.

Area 3, Sub Area B has been developed with 386 single-family residential units; construction was substantially complete by early 2021. This sub area, on land facing Cherry Street just east of Ohlone College, has been developed with a three acre community park, as well as a possible future elementary school on a six acre parcel.

A residential project within Area 3, Sub Area C and Area 4, Sub Area B was approved by City Council in November 2019. This project would include 469 detached single-family homes, open space, new utility infrastructure, and roadways, including a new connecting roadway at the existing terminus of Stevenson Boulevard to the project area. A substantial number of homes are expected to be constructed within the period of the Housing Element.

The City is currently considering a development application for 203 detached single-family homes within Area 4, Sub Area D on a parcel which contain an automobile dismantling yard with retail sales. Entitlements have not been granted as of the publication of the Housing Element.

Once the proposed project within Area 4, Sub Area D has been considered and a final decision has been made, the city may take action to retire the plan in a manner consistent with applicable laws and conforming to previously adopted agreements and approved entitlements.

Zoning for a Diversity of Housing Types

Housing Element Law (Government Code Section 65583(c) (1) and 65583.2(c)) requires that local governments analyze the availability of sites that will "facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobile homes, housing for agricultural employees, supportive housing, single-room occupancy units (SROs), emergency shelters, and transitional housing." This section discusses relevant regulations that govern the development of the types of housing listed above as required by Government Code Section 65583(a) (3). Table 4-3 summarizes the permitted housing types by zone.

Table 4-3: Housing Types Permitted by Zone, Newark 2022

Land Use	RS	RL	RM	RH	CMU	RC
Accessory Dwelling Units	Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Single-Unit, Detached	Permitted	Permitted	Permitted	Permitted	-	-
Single-Unit, Attached	-	Permitted	Permitted	Permitted	Permitted[11]	-
Two-Unit Dwelling	-	Permitted	Permitted	Permitted		-
Multi-Unit Development	-	Permitted	Permitted	Permitted	Permitted[12]	Conditional Use Permit Required[19]
Manufactured/Mobile Home	-	-	-	-	-	-
Employee Housing (6 or fewer persons)	-	-	-	-	-	-
Residential Care Facilities (6 or fewer persons)	Permitted	Permitted	Permitted	Permitted	Permitted	-
Residential Care Facilities (7 or more persons)	-	Minor Use Permit Required	Minor Use Permit Required	Minor Use Permit Required	-	-
Family Day Care (Group Residential)	-	-	Minor Use Permit Required	Minor Use Permit Required	Minor Use Permit Required	-
Family Day Care (Large)	Minor Use Permit Required	Minor Use Permit Required	Minor Use Permit Required	Minor Use Permit Required	-	-
Family Day Care (Small)	Permitted	Permitted	Permitted	Permitted	Permitted	-

[11] Single-Unit Dwelling, Attached uses are not permitted in the Old Town Newark Specific Plan area. Residential uses are not allowed on the ground floor along Newark Boulevard frontage and Thornton Avenue frontage, between the Union Pacific Railroad tracks and Olive Street.
[12] Not allowed on the ground floor. Residential units shall be intended to support retail commercial uses of the project.

Land Use	RS	RL	RM	RH	CMU	RC
Single-Room Occupancy Units	-	-	-	Conditional Use Permit Required	Conditional Use Permit Required	-
Emergency Shelters	-	-	Minor Permit Required	Permitted	–	-
Supportive Housing	Permitted	Permitted	Permitted	Permitted		-
Transitional Housing	Permitted	Permitted	Permitted	Permitted		-

Source: City of Newark Zoning Ordinance, 2022

Multifamily Housing

As shown in Table 4-3, multifamily housing is permitted throughout the City of Newark in all RL, RM, RH and CMU zones. Multifamily housing is also permitted in RC zones with a conditional use permit.

Manufactured Housing and Mobile Homes

State law limits the extent to which cities and counties can regulate the installation of manufactured homes, including mobile homes. Government Code Section 65852.3 requires that cities allow installation of certified manufactured homes on foundation systems on lots zoned for conventional single-family residences. This section and Government Code Section 65852.4 generally require that manufactured homes be subject to the same land use regulations as conventional homes. Government Code Section 65852.7 deems mobile home parks to be a permitted use in all areas planned and zoned for residential use. The City of Newark permits manufactured and factory-built housing in designated residential zoning districts. Because of the high cost of land, manufactured housing is not commonly placed on private property, except perhaps as caretaker residences within industrial districts. There are currently no mobile home parks or manufactured housing in Newark. Pursuant to State law, any site that can be developed for site-built residential development is also available for the development of factory-built (manufactured) housing or for mobile homes. There are no specific restrictions upon the development of manufactured housing or mobile home parks within the Newark Municipal Code or General Plan.

Housing for Farmworkers

The provisions of Section 17020 (et seq.) of the California Health and Safety Code relating to employee housing and labor camps supersede any ordinance or regulations enacted by local governments. Such housing is allowed in all jurisdictions in California pursuant to the regulations set forth in Section 17020. Section 17021.5(b) states, for example:

"Any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure with a residential land use designation for the purposes of this section. For the purpose of all local ordinances, employee housing shall not be included within the definition of a boarding house, rooming house, hotel, dormitory, or other similar term that implies that the employee housing is a business run for profit or differs in any other way from a family dwelling. No conditional use permit, zoning variance, or other zoning clearance shall be required of employee housing that serves six or fewer employees that is not required of a family dwelling of the same type in the same zone."

Section 17021.6, concerning farmworker housing, states that:

"No conditional use permit, zoning variance, or other zoning clearance shall be required of this employee housing [consisting of no more than 36 beds in a group quarters or 12 units] that is not required of any other agricultural activity in the same zone."

Emergency Shelters, Transitional Housing, and Supportive Housing

Emergency Shelters

The California Health and Safety Code (Section 50801[e]) defines an emergency shelter as "housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay."

Pursuant to State housing law (California Government Code Sections 65582, 65583, and 65589.5), jurisdictions must identify at least one zone where emergency shelters are allowed as a permitted use without a conditional use permit or other discretionary permit. The identified zone must have sufficient capacity to accommodate the shelter need, and at a minimum provide capacity for at least one year-round shelter. Permit processing, development standards, and management standards for emergency shelters must be objective and facilitate the development of, or conversion to, emergency shelters. Emergency shelters "may only be subject to those development and management standards that apply to residential or commercial development within the same zone" along with a list of exceptions that may be made.

Assembly Bill 139, passed in 2019, revised State housing element law by requiring that emergency shelters only be required to provide sufficient parking to accommodate all staff working in the emergency shelter, provided that the standards do not require more parking for emergency shelters than other residential or commercial uses within the same zone.

Emergency shelters are permitted by right in the Residential High Density, Public Facility, Transit Station, and Park zones and with a Minor Use Permit in the Residential Medium Density zone.

In Newark emergency shelters are subject to the following development standards:

- Location. Emergency shelters shall be located at least three hundred feet from another emergency shelter.
- Number of Residents. No more than fifty clients may be present on the premises at any one time.
- Length of Occupancy. Occupancy by an individual or family may not exceed sixty days. Extensions up to a total stay of one hundred eighty days may be provided if no alternative housing is available, upon determination by the director.
- Common Area. The shelter shall provide at least ten square feet per bed of public or communal gathering space, exclusive of hallways.
- Parking Reduction. The director may reduce the number of on-site parking spaces required by Section 17.23.040, Required Parking Spaces, where a shelter is located on a bus route, or other evidence is provided to indicate that less parking will be needed. The shelter shall, however, provide at least one space for each staff member who will be on duty when residents are present, and at least one space for residents.
- Lighting and Illumination. The shelter shall provide outdoor lighting sufficient to provide illumination and clear visibility to all outdoor areas, with minimal shadows or light leaving

the property. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and of intensity compatible with the neighborhood.

- Outdoor Activities. All functions associated with the shelter, except for children's play areas, outdoor recreation areas, and parking shall take place within the building proposed to house the shelter. There shall be no space for clients to congregate in front of the building, and there shall be no outdoor public telephones.
- Designated Smoking Area. The shelter shall provide a designated smoking area, preferably outside, that is not visible from public rights-of-way.
- Noise. The use shall be conducted in conformance with the noise standards set forth for multifamily housing in the noise element of the general plan.
- Supervision. On-site management shall be provided any time that clients are present at the shelter.
- Management and Security Plan. The operator of the shelter shall submit a management and security plan for approval by the director. The plan shall address issues identified by the director, including emergencies, transportation, client supervision, security, client services, staffing, and good neighbor issues.

Newark's standards for emergency shelter facilities comply with the allowances made for standards set forth under Government Code Section 65583(a)(4)(A). The shelter size of 50 beds provides sufficient space for the identified need and flexibility for parking requirements show that the current zoning is not a constraint for development.

Zoning for Emergency Shelters

As described in Chapter 2, Needs Assessment, the 2022 point-in-time count identified 32 unsheltered homeless individuals in Newark, a reduction from the 2019 estimate of 89 people. As described above, emergency shelters are permitted by right in the Residential High Density, Public Facility, Transit Station, and Park zones. In Newark, there are many parcels owned by the City that are zoned as Public Facility and Park and one site that is zoned as Residential High Density. Collectively, the sites in these zones could be developed with shelter beds needed to accommodate the 2022 demand and reported in the 2022 Point In Time count. Below are some of the sites that could be developed with an emergency shelter.

Table 4-4: Potential Sites for Emergency Shelters in Newark, 2022

APN	Description	Total Acreage	Estimated developable Acreage
92A-1045-13-11	Civic Center Park	5 acres	3.1 acres
92A-1036-11-1	Civic Center, Old Library Site	5.1 acres	0.75 acres
92-150-12-3; 92-150-15-1	Ash Street Park, Senior Center and adjacent site	1.4 acres	1.1 acres
92-148-14-1	Ash Street Park, Former Head Start Site	0.69 acres	0.5 acres
Total		12.19 acres	5.45 acres

Source: City of Newark, 2023

In 2023, Newark initiated a facilities master plan effort to assess all city-owned buildings, including the buildings listed in Table 4-4. The facilities master plan will provide an assessment of each building and the costs to either maintain, improve, or replace each building. Existing and new uses will be considered as part of this effort. The master plan is expected to be completed in 2024.

All of the sites identified in Table 4-4 are centrally located, close to bus routes, community centers and other services that support those experiencing homelessness with access to food and community organizations providing supportive resources.

None of these sites have existing structures intended to be used as shelters. Any shelters to be constructed on these sites will be appropriate for human habitability, consistent with the Minimum Habitability Standards for Shelter and Housing Policy published by HCD's Emergency Solutions Grant Program.

Transitional and Supportive Housing

Transitional housing is designed to assist homeless individuals and families in moving beyond emergency shelter and into permanent housing by helping people develop independent living skills through the provision of supportive services. Permanent supportive housing is housing that is linked to services that assist residents in maintaining housing, improving health, and maximizing ability to live and work in the community.

Pursuant to Government Code Section 65583 and Section 65651, transitional and supportive housing types are required to be treated as residential uses and subject only to those restrictions that apply to other residential uses of the same type in the same zone. Furthermore, per recent changes in State law (AB 2162), the City must also allow 100 percent affordable projects by right where multi-family and mixed-use development is permitted if the project includes 25 percent, or 12 units of, supportive housing.

The Zoning Ordinance allows supportive and transitional housing in all residential districts and in

all zones that allow multifamily and mixed-use development including nonresidential zones, per Government Code Sections 65583 and 65650. No additional parking is required beyond what is required for the residential housing type. While parking requirements can be a constraint, program **H3.5 Parking Standards Update** will address parking to encourage housing development.

Employee Housing

Consistent with Health and Safety Code Sections 17021.5 and 17021.6, employee housing is permitted by right in every residential zone, including single family zones.

Low Barrier Navigation Centers

Assembly Bill 101, passed in 2019, requires that a low barrier navigation center be a use permitted by right in mixed-use zones and nonresidential zones permitting multifamily uses if it meets specified requirements. AB 101 defines "low barrier navigation center" as a housing first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

For a navigation center to be considered "low barrier", its operation should incorporate best practices to reduce barriers to entry, which may include, but is not limited to, the following:

- Permitting the presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth
- Pets
- Ability to store possessions
- Providing privacy, such as private rooms or partitions around beds in a dormitory setting or in larger rooms with multiple beds

Accessory Dwelling Units

An accessory dwelling unit (ADU) is an additional self-contained living unit, either attached to or detached from the primary residential unit on a single lot, also referred to as a secondary dwelling unit. The unit is required to include cooking, sleeping, full sanitation facilities, and separate, exterior entrance. ADUs are an important source of affordable housing since they can be constructed relatively cheaply and have no associated land costs. They can also provide supplemental income to the homeowner, allowing them to remain in their homes or moderate-income families to afford houses.

Recognizing that ADUs are part of the solution for addressing the statewide affordable housing shortage, California lawmakers have passed several bills in recent years to facilitate the development of ADUs. To encourage establishment of ADUs, State law requires cities and counties to either adopt an ordinance based on standards set out in the law authorizing ADUs in residentially-zoned areas, or where no ordinance has been adopted, to allow ADUs on lots zoned for single family or multifamily use that contain an existing single-family unit subject to ministerial approval ("by right") if they meet standards set out by law.

In Newark, ADUs are permitted within all single family, multifamily, and mixed-use residential districts. JADUs are a specific type of ADU that is no more than 500 square feet and built entirely within an existing single-unit or duplex dwelling residence. ADUs and JADUs are subject to the following criteria:

- On lots with an existing or proposed single-family dwelling, one ADU and up to one JADU is allowed per parcel. An ADU can be either attached or detached to the primary residence but JADUs must be constructed entirely within the walls of an existing primary residence.
- ADUs may be allowed within existing portions of a multifamily or mixed-use development that are not used as livable space. At least one attached ADU or up to two detached ADUs may be provided per lot.
- ADUs must be between 150 and 1,000 square feet in floor area. Each unit shall, at minimum, include a full bathroom including shower and/or bathtub, a sleeping area, permanent cooking facilities, and a separate, exterior entrance.
- The total lot coverage for all buildings shall not exceed the allowable lot coverage for the zoning district except that such a ratio shall not prohibit an 800 square foot ADU meeting the maximum height and minimum setback requirements.
- ADUs and JADUs may not be sold separately from the primary residence but may be rented separately. ADUs and JADUs may not be used for short-term rentals (less than 30 days).
- For properties with JADUs, the primary residence must be owner-occupied, but the owner may reside in either the JADU or the primary residence. This owner-occupancy requirement does not apply to primary residences owned by a public agency, land trust, or non-profit housing organization.

- Studio ADUs shall not be required to provide parking. Any number of bedrooms require one parking space with limited exceptions such as within a half mile of public transit. When an existing garage, carport or covered parking structure is demolished in conjunction with the construction of an ADU or converted into an ADU, the parking spaces shall not be required to be replaced.

- The ADU must meet specified objective design standards related to building facades and materials, windows and glazing, roof form and detailing, and entryway features. ADUs are prohibited from having exterior stairways or balconies.

The City will comply with state law until the updated existing Accessory Dwelling unit ordinance is in compliance with state law. Newark will make further amendments to the ordinance, as necessary, to remain consistent with State law and reflect local needs. The parking requirement for an ADU with one bedroom or more, can be a constraint on development. **Program H2.2** works to develop tools to support uptake of accessory dwelling units production in Newark and make changes in parking requirements, in collaboration with Alameda County.

Single-Room Occupancy Units

Extremely low-income households typically comprise persons with very low incomes and special

housing needs, including, but not limited to, seniors, people with disabilities, and at risk of homelessness. AB 2634 (Lieber 2006) requires the quantification and analysis of existing and projected housing needs of extremely low-income households. Housing Elements must also identify zoning to encourage and facilitate supportive housing and single-room occupancy units.

Single-room occupancy (SRO) units can provide affordable private housing for lower-income individuals, seniors, low-income working people,and persons with disabilities. An SRO unit is usually small, between 200 to 350 square feet. These units can also serve as an entry point into the housing market for formerly homeless people. The current Zoning Code provisions for SROs limit the potential for SROs in Newark through the requirement of a conditional use permit. The required parking of 0.5 spaces per unit is not seen as a constraint and is comparable to neighboring jurisdictions. The Housing Element includes a program to define SROs as a separate use, expand the zones where SROs are permitted by right, and ensure development standards, including parking, facilitate the development of SROs. Through community engagement, we heard there is a housing need for housing for small households. **Program H2.10** expands the zones where single room occupancy is permitted by right, and prioritizes development along transit routes to support access to employment and other services.

Senate Bill 9 Subdivisions

Senate Bill 9 (SB 9) became effective January 1, 2022. The bill mandates local jurisdictions to ministerially approved two unit developments and urban lot splits within a single-family residential zone, without discretionary review or hearing, if the proposed development meets certain requirements. For SB 9 developments, the City may apply objective zoning, subdivision, and design standards. Include reference to policy for bringing the city in compliance with SB (included in Plan below).

Constraints on Development for People with Disabilities

Residential Care Facilities and Other Zoning Provisions for Persons with Disabilities

Small Community Care Facilities

Health and Safety Code Sections 1267.8, 1566.3, and 1568.08 require local governments to treat licensed group homes and residential care facilities with six or fewer residents no differently than other by-right single-family housing uses. “Six or fewer persons” does not include the operator, the operator’s family, or persons employed as staff. Local agencies must allow these licensed residential care facilities in any area zoned for residential use and may not require licensed residential care facilities for six or fewer persons to obtain conditional use permits or variances that are not required of other family dwellings. In Newark, these facilities are permitted in all residential zoning districts and the CMU zone.

Large Community Care Facilities

Due to the unique characteristics of large community care facilities (serving more than six

persons), most jurisdictions require a use permit to ensure neighborhood compatibility in the siting of these facilities. In Newark, large community care facilities are permitted with a minor use permit in all residential zoning districts.

Currently, unless specifically allowed pursuant to a Use Permit approval, residential care facilities serving seven or more persons shall be located on a lot with frontage on an arterial and at least 300 feet from any other residential care facility, day care center, or large family day care home serving seven or more persons. The Housing Element includes program H4.10, an implementation program to permit community care facilities for more than six persons as a permitted use in all zones where other residential uses are permitted subject to the same requirements of other residential uses of the same type in the same zone.

Reasonable Accommodation

State and Federal laws prohibit housing discrimination against persons with disabilities in land use practices and decisions, such as applying special requirements that limit the ability of disabled individuals to live in the residence of their choice. Both the Federal Fair Housing Act and the California Fair Employment and Housing Act direct local governments to make reasonable accommodations (i.e., modifications or exceptions) in their zoning laws and other land use regulations when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling. For example, it may be reasonable to accommodate requests from persons with disabilities to waive a setback requirement or other standard of the Zoning Ordinance to ensure that homes are accessible for the mobility impaired. Whether a particular modification is reasonable depends on the circumstances.

The City adopted an ordinance in 2016 establishing the process for allowing flexibility within the zoning code for reasonable accommodation of access for the disabled.

The ordinance includes:

- Clear rules, policies, and procedures to promote equal access to housing and comply with fair housing and disability laws including but not limited to identifying who may request a reasonable accommodation (i.e., persons with disabilities, family members, landlords, etc.) timeframes for decision-making, and provisions for flexibility in the various land-use, zoning, or building regulations that may otherwise constrain housing for persons with disabilities. Chapter 17.37 of the City's Zoning Ordinance outlines the process for requesting a waiver to any zoning regulation to allow improvements to an existing building in order to provide reasonable accommodations for persons with disabilities.
- Regularly monitoring the implementation of the jurisdiction's ordinances, codes, policies, and procedures to ensure they comply with the "reasonable accommodation" for disabled provisions and fair housing laws.
- Reduced parking requirements for projects serving seniors and persons with disabilities (The Zoning Ordinance was revised in 2018 reducing parking requirements to 0.5 spaces per unit, inclusive of guest parking).

The applicable findings for reasonable accommodation requests are provided in NMC 17.37 (Waivers):

A. The waiver is necessary due to the physical characteristics of the property and the proposed use or structure or other circumstances, including, but not limited to, topography, noise exposure, irregular property boundaries, or other unusual circumstance.
B. There are no alternatives to the requested waiver that could provide an equivalent level of benefit to the applicant with less potential detriment to surrounding owners and occupants or to the general public.
C. The granting of the requested waiver would not be detrimental to the health or safety of the public or the occupants of the property or result in a change in land use or density that would be inconsistent with the requirements of this title.
D. If the waiver requested is to provide reasonable accommodation pursuant to state or federal law, in addition to any other findings that this chapter requires, the decision-maker must also make the following findings:
    a. That the housing or other property which is the subject of the request for reasonable accommodation will be used by an individual or organization entitled to protection;
    b. If the request for accommodation is to provide fair access to housing, that the request for accommodation is necessary to make specific housing available to an individual protected under state or federal law;
    c. That the conditions imposed, if any, are necessary to further a compelling public interest and represent the least restrictive means of furthering that interest; and
    d. That denial of the requested minor exception or waiver would impose a substantial burden on religious exercise or would conflict with any state or federal statute requiring reasonable accommodation to provide access to housing.

Overall, the findings are not atypical for California jurisdictions that impose findings for reasonable accommodation projects and are generally consistent with State law.

Definition of Family

There are a number of State and Federal rules that govern the definition of family, including the Federal Fair Housing Amendments Act of 1988, the California Fair Housing and Employment Act, the California Supreme Court case City of Santa Barbara v. Adamson (1980), and the California Constitution privacy clauses. The laws for families have a few primary purposes: to protect people with disabilities, to protect non-traditional families, and to protect privacy. According to HCD and Mental Housing Advocacy Services there are three major points to consider when writing a definition of family:

- Jurisdictions may not distinguish between related and unrelated individuals.
- The definition may not impose a numerical limit on the number of persons in a family.
- Land use restrictions for licensed group homes for six or fewer individuals must be the same as those for single families.

The Newark Municipal Code defines "Family" as follows:

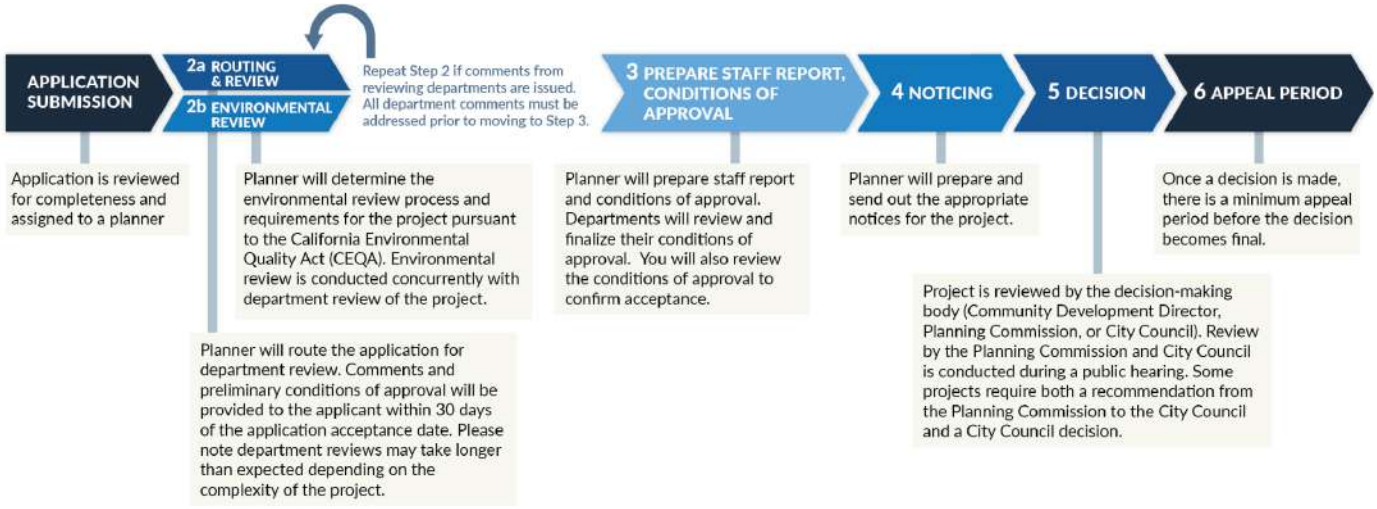
"One or more persons living together in a single dwelling unit, with common access to, and common use of, all living and eating areas and all areas and facilities for the preparation and storage of food; who share living expenses, including rent or mortgage payments, food costs and utilities, and who maintain a single mortgage, lease, or rental agreement for all members of the household."

This definition is consistent with the best practices for a definition of "Family" and does not add any new government constraints.

Site Development Review

Government policies and ordinances regulating development affect the availability and cost of new housing. Land use controls have the greatest direct impact, but development approval procedures, permit fees, building code requirements, and the permit processing time can affect housing costs as well. This section addresses the relationship of development fees, processes, and standards to the production of housing.

Figure 4-1: Development Review Process



The development review process illustrated above is generally consistent across the city's zone districts and planning application types. The municipal code provides the "Level of Review Authority" for various application types:

Table 4-5: Level of Review Authority, Selected Decision Types

Type of Decision	Advisory Body	Decision Maker	Appeal Body
Minor Use Permit	N/A	Community Development Director	Planning Commission
Conditional Use Permit	Community Development Director	Planning Commission	City Council
Variance	Community Development Director	Planning Commission	City Council
Amendments	Planning Commission	City Council	Superior Court
Planned Development Districts	Planning Commission	City Council	Superior Court
Design Review	N/A	Community Development Director or Planning Commission	Planning Commission or City Council

Discretionary Findings and Criteria

As provided in the municipal code, planning applications for city review and decisions that are not "ministerial" (such as building permits) include findings for approval that must be made in the affirmative in order for the Decision Maker to approve a project. The following are the applicable findings and criteria for discretionary applications in Newark:

Minor Use Permit for a Temporary Use (NMC 17.26.260):

A. The proposed use will not unreasonably affect adjacent properties, their owners and occupants, or the surrounding neighborhood, and will not in any other way constitute a nuisance or be detrimental to the health, safety, peace, comfort, or general welfare of persons residing or working in the area of such use or to the general welfare of the city; and
B. The proposed use will not unreasonably interfere with pedestrian or vehicular traffic or circulation in the area surrounding the proposed use, and will not create a demand for additional parking that cannot be safely and efficiently accommodated by existing parking areas.

Conditional Use Permit (NMC 17.35.060):

A. The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this title and all other titles of the Municipal Code;
B. The proposed use is consistent with the general plan and any applicable specific plan;
C. The proposed use will not be adverse to the public health, safety, or general welfare of the community, nor detrimental to surrounding properties or improvements;
D. Tax revenue generated by the development will exceed the city's cost of the service

demand as a result of the development or a compelling community benefit will be provided.

E. The proposed use complies with any design or development standards applicable to the zoning district or the use in question unless waived or modified pursuant to the provisions of this title;
F. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and reasonably foreseeable future land uses in the vicinity; and
G. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Variance (NMC 17.36.040):

A. There are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to property in the vicinity and identical zoning district, and that the granting of a variance will not constitute a granting of a special privilege inconsistent with the limitations on the property in the vicinity and identical zone district;
B. The granting of the application is necessary to prevent a physical hardship which is not of the applicant's own actions or the actions of a predecessor in interest;
C. The granting of the application will not be detrimental or injurious to property or improvements in the vicinity, and will not be detrimental to the public health, safety, general welfare or convenience; and
D. The granting of the variance will be consistent with the general purposes and objectives of this title, any applicable specific plans, and of the general plan.

Amendments (Zoning Map and Text, NMC 17.39.080):

A. The amendment is consistent with the general plan;
B. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district; and
C. The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare.

Planned Development Districts (NMC 17.12.060):

A. The proposed development is consistent with the general plan and any applicable specific plan, including the density and intensity limitations that apply;
B. Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;
C. The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;

D. The development generally complies with applicable adopted design guidelines; and
E. The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.

Design Review (NMC 17.34.060):

A. The overall design of the project including its scale, massing, site plan, exterior design, and landscaping will enhance the appearance and features of the project site and surrounding natural and built environment.
B. The project design is appropriate to the function of the project and will provide an attractive and comfortable environment for occupants, visitors, and the general community.
C. Project details, materials, signage and landscaping, are internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the proposed architectural design.
D. The design of streetscapes, including street trees, lighting, and pedestrian furniture, is consistent with the intended character of the area.
E. Parking areas are designed and developed to buffer surrounding land uses; compliment pedestrian-oriented development; enhance the environmental quality of the site, including minimizing stormwater run-off and the heat-island effect; and achieve a safe, efficient, and harmonious development.
F. Lighting and lighting fixtures are designed to complement buildings, be of appropriate scale, provide adequate light over walkways and parking areas to create a sense of pedestrian safety, and avoid creating glare.
G. Landscaping is designed to be compatible with and enhance the architectural character and features of the buildings on site, and help relate the building to the surrounding landscape.

Overall, the findings provided above are not atypical for California jurisdictions that impose findings and criteria for discretionary projects and are generally consistent with State law.

Conditional Use Permit Finding D, *"Tax revenue generated by the development will exceed the city's cost of the service demand as a result of the development or a compelling community benefit will be provided."* is somewhat unique in that the city seeks to offset city costs associated with new commercial uses with increased tax revenue. This finding is typically applicable to projects and new uses that are not subject to Development Impact Fees. This does not generally apply to new residential projects, in that Housing Impact Fees or construction of new affordable units offset the costs associated with this development.

As described below, the city is undertaking an effort to create objective design standards that provide certainty and clarity in terms of design review, and that would be consistent with State laws and requirements that limit a jurisdictions ability to enforce design standards that may be interpreted as discretionary.

Objective Design Standards

The City currently relies on a combination of objective and subjective design standards and guidelines to review and regulate the design of most housing projects. However, the State of California continues to enact new laws that require streamlined housing approval by establishing a by-right, ministerial approval process for multifamily residential development. Key to ministerial approval is the replacement of subjective design guidelines with objective standards.

The intent of Objective Design Standards is to provide applicants and developers with a clear understanding of the City's expectations for mixed-use and multi-family residential project design. Objective design standards are written as requirements, rather than guidelines; therefore, all mixed- use and multi-family residential projects applying under Housing Accountability Act (HAA) protections shall comply with each standard. Importantly, objective design standards regulate site and structure design only. Projects must also comply with all applicable building permit requirements, zoning code requirements, and development standards such as height, setbacks, lot coverage, etc.

To accommodate the requirements of State law, the City is developing a thorough set of objective design standards to govern the development of multi-family housing, including certain mixed-use projects. The City anticipates adoption of the new Objective Design Standards in 2025 per Program H3.2.

The objective design review standards supplement the objective development standards (e.g. height limit, lot coverage, setback, etc.) defined in each zoning district. In combination, the two sets of standards (design and development) provide for a streamlined and efficient project review process by ensuring that applicants know and understand the city's requirements and ensuring that the project review and approval process is objective, efficient, and consistent.

Permit Processing Times

The minimum amount of time for processing permits is established by requirements for environmental review, public notice, and by the meetings of the Planning Commission and City Council. While there is little room for processing permits any faster than the City already does, the current practice of automatic review of some Planning Commission permit decisions by the City Council does add several weeks to the total permit processing time. Ultimately, the maximum amount of time for processing residential development permits is set by State law (California Government Code 65920 et. seq.). Some of the average times have increased due to infill complexity and extra notification of State requirements.

Table 4-6 summarizes the average time required to process development permits. The processing time needed to obtain development permits and required approvals varies depending on the scope of the project. Smaller projects typically require less time than larger projects. The City strives to keep its permit procedures streamlined and processing times minimal.

The amount of time between the completion of the review and the issuance of a Building Permit is

determined by the speed at which the applicant is able to make any necessary corrections to the Construction Drawings and resubmit for approval and Building Permit.

Table 4-6: Average Permit Processing Time, Newark, 2022

Permit Process	Decision Type	Level of Review	Permit Types	Timeframe
Accessory Dwelling Unit Process	Ministerial (by-right) Discretionary	Staff Staff	Building permits for projects that comply with applicable building, zoning, and development regulations Single Family Design Review permits for projects involving a second story addition for an ADU that is taller than 16 feet	1 to 3 months 2 to 5 months
Ministerial By-Right	Ministerial (by-right)	Staff	Building permits for projects that comply with applicable building, zoning, and development regulations; parcel maps; and lot line adjustments	2 to 5 months
Discretionary By-Right	Discretionary	Staff	Includes design review permits, minor use permits, and sign permits	3 to 5 months
Discretionary (Hearing officer if Applicable)	Discretionary	Hearing officer	Includes variances, certain site development permits, and certain conditional use permits. Site development permits are required when development is proposed on Environmentally Sensitive Lands and for large multifamily developments on consolidated lots. Conditional use permits are required when development is proposed that is subject to supplemental conditions identified in the Municipal Code	4 to 9 months
Discretionary (Planning Commission)	Discretionary	Planning Commission	Includes certain minor use permits, conditional use permits, variances, and certain design review permits	6 to 9 months
Discretionary (City Council)	Discretionary	Planning Commission Recommendation and City Council approval	Includes tentative maps, condominium conversion maps, easement vacations, public right-of-way vacations, rezoning, land use plan and specific plan amendments, and planned development permits. Planned development permits are not required for residential development but are an option for large residential developments to allow greater flexibility than standard zoning.	9 to 18 months

Source: City of Newark, 2022

Senate Bill 35

Senate Bill (SB) 35, passed in 2017, requires jurisdictions that have not approved enough housing units to meet their RHNA to provide a streamlined, ministerial entitlement process for housing developments that incorporate affordable housing. In order for applicants to take advantage of SB 35, per Government Code Section 65913.4 (10)(b)(1)(a)(et seq.) they need to submit a Notice of Intent and jurisdictions need to give Native American tribes an opportunity for consultation.

The City processes SB 35 applications consistent with Senate Bill 35. The City will also establish a written policy or procedure and other guidance as appropriate to specify the Senate Bill (SB) 35 streamlining approval process and standards for eligible projects, as set forth under California Government Code Section 65913.4. The City has included Program H3.1 to prepare and publish administrative procedures for the processing of housing developments eligible for streamlined review pursuant to SB 35.

Senate Bill 330

Senate Bill 330 (SB 330), Housing Crisis Act of 2019, prohibits cities and counties from enacting a development policy, standard, or condition that would impose or enforce design standards that are not objective design standards on or after January 1, 2020 [Government Code Section 663300 (b)(C)]. The bill also established specific requirements and limitations on development application procedures.

The City of Newark permitting process is consistent with Senate Bill 330, the Housing Crisis Act of 2019. Consistent with SB 330, housing developments for which a preliminary application is submitted that complies with applicable General Plan and zoning standards are subject only to the development standards and fees that were applicable at the time of submittal. This applies to all projects unless the project square footage or unit count changes by more than 20 percent after the preliminary application is submitted.

Submittal of a SB 330 preliminary application allows a developer to provide a specific subset of information on the proposed housing development before providing the full amount of information required by the local government for a housing development application. Submittal of the preliminary application secures the applicable development standards and fees adopted at that time. The project is considered vested, and all fees and standards are frozen, unless the project changes substantially. The City has an SB 330 preliminary application form.

Permit Fees and Exactions

Housing construction imposes short- and long-term costs on communities. Short-term costs include the cost of providing planning services and inspections. New residential developments can also result in significant long-term costs relating to the maintenance and improvement of infrastructure, facilities, parks, and streets. To offset these community costs, jurisdictions collect various fees from developers.

This model is comparable to surrounding jurisdictions, such as Fremont, Union City, Hayward. Fees depend on the complexity of the project. Example of fees. Table 4-7 shows planning fees commonly required for development based on level of review. Newark's planning fees are comparable to surrounding jurisdictions and do not present a constraint to the construction of housing.

Table 4-7: Permit Fees, Newark, Fiscal Year 2022-2023

Planning Fee Schedule	
Application Type	**Fee/ Cost**
Preliminary Review	
Preliminary Review	$800 per review, first and second reviews; $900 for subsequent reviews
Preliminary Review for new single-family unit or second story addition to single-family unit, and administrative use permits	No fee.
Site Development Review	
Administrative Site Development Review a. Small Residential Projects (e.g. single detached accessory structure or balcony)	$100
Large Residential Projects (e.g. second-story additions, multiple accessory structures)	$1,500
Commercial/Industrial Projects	$1,500
Use Permit	
Minor Use Permit	$100
Conditional Use Permit, Residential	$2,600
Subdivision	
Tentative Parcel Map	$2,000 + $60 per lot
Tentative Tract Map (including condominiums)	$3,500 + $75 per lot
Variance	
Variance, Residential	$1,400
Amendments	
Zoning Text Amendment	$4,300
Zoning Map Amendment	$4,300
General Plan Amendment	$,300
Specific Plan Amendment	$4,300
Extensions	

Planning Fee Schedule	
Application Type	**Fee/ Cost**
Discretionary Permits/Variances	$800
Environmental Review	
CEQA Exemption	$400
Negative Declaration, (ND)	$1,800
Negative Declaration, Mitigated (MND)	$1,800
Environmental Impact Report (EIR)	Deposit
Other	
Planned Unit Development	$3,200

Source: City of Newark, 2023

Development Impact Fees

The City also collects impact fees to cover the costs of providing the necessary services and infrastructure related to new development projects. Since the passage of Proposition 13 in 1978, local governments in California have come to rely increasingly on impact and connection fees to finance infrastructure. Newark charges several fees on residential development at the building permit stage, as shown in Table 4-7. The estimated City development impact fees for a single family four-bedroom, two-bathroom house of 2,600 square feet are approximately $77,629. There are significant cost savings for multifamily residential development, as development impact fees are estimated at $36,724 per unit of a hypothetical 10-unit multi-family development (averaging 850 square feet per unit), and $35,052 per unit of a 100-unit multi-family development (averaging 750 square feet per unit).

Table 4-8: Residential Development Impact Fees, Newark, Fiscal Year 2022-2023

Fee	Cost	Estimated Fees		
		Single Family Unit	Small Multi-Family (per unit)	Large Multi-Family (per unit)
Citywide Development Fees (Community Development Department)				
Parks		$28,185	$20,293	$20,293
Public Safety		$3,891	$2,335	$2,335
Community Service/Facilities		$2,606	$1,303	$1,303
Transportation		$5,607	$3,476	$3,476

Fee	Cost	Estimated Fees		
		Single Family Unit	Small Multi-Family (per unit)	Large Multi-Family (per unit)
Housing		$37,070	$9,047	$7,375
Art in Public Spaces		$270	$270	$270

Source: City of Newark, 2022

Total Estimated Fees

Newark recently prepared estimates of total fees of example projects to assess total estimated fees (Planning, Building, and Impact fees). The example projects include development of one single-family residence, a small multi-family project of 10-units on one building and a 100-unit project on two acres of land. The result of the estimates are:

- Single Family: $124,246
- Multi-family large: $4,344,915 for a 100-unit project on two acres, or $43,449 per unit
- Multi-family small: $604,453 for a 10-unit project in one building, or $60,445.35 per unit

The estimate indicates that it is significantly less expensive in terms of city fees for multifamily development as compared to single-family development.

When the City implements Program H2.1, H2.8, H2.10 and H4.10, the City will ensure that fees for Missing Middle and SRO housing types will be set at levels in line with current permit and impact fees for multifamily.

City fees associated with development and described above are easily accessible on the city's website: www.newark.org.

Available Infrastructure

With all sites identified for planned housing development already served by utilities, and requirements in place for infrastructure improvements for all new development, infrastructure does not pose a constraint on development of those sites within the eight-year planning period.

On- and Off-Site Improvements

The City requires certain public improvements for residential subdivisions. In 1977 the City adopted these standards to ensure that minimum levels of design and construction quality are maintained and adequate levels of street and facility improvements are provided.

Title 16.16 of the Municipal Code describes the public improvements that must be agreed to prior to acceptance and approval of the final subdivision map, as follows:

- Grading and surfacing of all streets, public ways and bicycle paths within the subdivision

that lie between the boundary of the subdivision and the centerline of proposed or existing streets, public ways, and bicycle paths fronting, backing or siding to the subdivision;
- Providing such domestic water supply and fire hydrants as may be necessary for fire protection and protection of the public health;
- Providing such storm drain and flood control works as necessary for the public convenience and safety;
- Providing a sanitary sewer system and connection to an existing sewage disposal system;
- Constructing curb, gutter, sidewalk, tie-in paving, and replacement of inadequate existing pavement on streets where the subdivision adjoins existing streets;
- Constructing other structures necessary to the use of streets, highways, bicycle paths, public ways and the drainage thereof;
- Providing for street name signs and their installation;
- Providing for the cost of street trees and their planting and one-year maintenance on streets, bicycle paths and public ways;
- Providing underground utilities as follows:
    - All existing overhead utility distribution facilities (including but not limited to electric, communication, and cable television lines) within the subdivision that lie between the boundary of the subdivision and the centerline of proposed or existing streets fronting, backing or siding the subdivision shall be undergrounded,
    - All on-site and off-site utility distribution facilities (including but not limited to electric, communication, and cable television lines) to be installed shall be placed underground, except as follows: Equipment appurtenant to underground facilities such as surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets, and concealed ducts; Metal poles supporting street lights.
    - The city council may grant variances for the provision of underground utilities in certain circumstances.
- Providing street light facilities on all streets, paths, and other pedestrian or vehicular ways proposed for development. The subdivider shall make all necessary arrangements with the utility company and pay all costs for providing underground service;
- Construction of the improvement across any storm drain channel, Hetch-Hetchy right-of-way or other public facility adjacent to the subdivision.

The City's on- and off-site development standards have been in place since 1977, and do not represent a constraint to the development of housing. In addition to public improvement standards, the Municipal Code has specific standards for residential streets and parking as described below.

Residential Streets

The City of Newark Subdivision Ordinance Chapter 12.04 requires standard improvements for streets. These requirements were originally adopted in 1963. Depending on the type of project, it enforces standard improvements including street paving, curbs, gutters, and sidewalks. All required improvements must be constructed and installed in accordance with City specifications and design. As a primarily built-out community, most new development in the city does not require

building out new streets. These requirements are similar to other jurisdictions and do not represent a constraint to the development of housing.

The City has not received feedback to date that offsite requirements in Newark, whether imposed by the City or other agencies/utilities, are extraordinary or onerous. As an example, the off-site improvements for Site 7 (Timber Senior Housing) include approximately $2 million for paving, concrete work, signage, landscaping, irrigation, furnishings,and planters. Off-site dry and wet utility costs are approximately $1 million. These costs represent approximately 4% of the total project cost of almost $70 million (not including land acquisition).

Water and Wastewater

Housing Element housing opportunity sites listed in this Housing Element (see Appendix C) are already served by utilities, with existing infrastructure in place. The Alameda County Water District (ACWD) and the Union Sanitary District (USD) are the sole providers of potable and reclaimed water, and wastewater conveyance and treatment, in Newark. ACWD and USD has current and planned capacity to accommodate the RHNA for water and wastewater. ACWD and USD have provided water assessments for a number of the sites and has determined that adequate water supplies exist to accommodate Newark's current and projected water needs, including the RHNA. Solid waste, recycling, and organics collection are managed through a franchise agreement with Republic Services.

To minimize infiltration of ground water into the sewer system and provide modern, efficient utilities and services, new development proposals in Newark typically replace or upgrade the on-site sewer, storm drain, and water lines following the guidance and requirements of ACWD and USD. Each project is evaluated on a case-by-case basis to determine the extent of replacements and upgrades. Therefore it is difficult to assess a water and wastewater replacement/upgrade cost factor across the city. However, as mentioned earlier, housing element sites are located in areas already served by water and wastewater utilities, so the installation of new service lines is typically not a cost factor.

Priority for Water and Sewer

Per Chapter 727, Statues of 2004 (SB 1087), upon completion of an amended or adopted Housing Element, a local government is responsible for immediately distributing a copy of the element to area water and sewer providers. In addition, water and sewer providers must grant priority for service allocations to proposed developments that include housing units affordable to lower-income households. Chapter 727 was enacted to improve the effectiveness of the law in facilitating housing development for lower-income families and workers.

To comply with SB 1087, upon adoption, the City of Newark will immediately forward its adopted Housing Element to ACWD and USD its water and wastewater providers to grant priority for service allocations to proposed developments that include units affordable to lower- income households.

Available Dry Utilities

Dry utilities, including electricity and telephone service, are available to all areas within the City.

Pacific Gas & Electric (PG&E) serves Newark for electrical service. Newark customers may also consider East Bay Community Energy (EBCE) for electrical service. In 2018, the County of Alameda and 11 of its cities launched EBCE as a not-for-profit public agency that governs this Community Choice Energy service. The Joint Power Agency expanded in 2021. The cities currently served are: Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro, Tracy, and Union City. EBCE offers a competitive, reliable energy service provider alternative to the Newark community. Similar to the discussion above, new development proposals in Newark are generally required to typically replace or upgrade the electrical service following the guidance and requirements of PG&E. Each project is evaluated on a case-by-case basis to determine the extent of replacements and upgrades. Therefore it is difficult to assess dry utilities cost factor across the city. However, as mentioned earlier, housing element sites are located in areas already served by dry utilities, so the installation of new service lines is typically not a cost factor.

Opportunities for Energy Conservation

The City of Newark has adopted a wide range of policies and programs to facilitate energy efficiency in residential development. Taken as a whole, the City's policies and programs form a comprehensive approach to energy efficiency in residential development.

Parking

Because off-street parking often requires large amounts of land, parking requirements are one of the development standards that can most negatively impact housing development. The cost of land associated with parking, in addition to the costs of construction, paving, and maintenance, drive up the overall cost of development, requiring more funds to assist in the development of affordable housing. Parking standards in some jurisdictions have been arbitrarily established and do not necessarily represent the needs of the people living in the developments. This is especially true for senior and affordable housing developments where occupants are less likely to require more than one parking space.

The city of Newark overall has higher parking requirements than neighboring jurisdictions, Union City and Fremont. For multifamily housing, Newark has higher requirements for studio and one bedroom units than Fremont, as well as higher requirements for covered parking. Although Newark and Fremont have the same guest requirements of 0 .5 spaces per unit, Fremont does not have the same requirements for covered parking. One space per unit must be in a garage in Newark in comparison to Fremont, a requirement that can significantly increase the cost of development. Union City has the lowest guest parking requirement of 0 .25 spaces for multi family housing.

Although it has been found that seniors do not have the same rates of driving, Newark has the highest parking requirements of all three cities for senior housing, at one space per unit.

Union City does not list a parking requirement for ADU's, but Newark has a higher parking requirement than Fremont, which has no parking requirements at all for ADU and JADU units.

Because Newark has higher parking requirements for multi-family, senior housing and accessory dwelling units, there is opportunity for significant changes in parking requirements such as removing parking minimums and aligning requirements to be more in line with neighboring jurisdictions, responsive to construction costs and the lack of substantial off street parking for seniors. Although the City complies with State density bonus parking standards upon request, the City's parking requirements can be a hindrance on the production of housing. In response, the city will conduct a parking study **Program H3.5**, to develop new parking standards to align with neighboring jurisdictions.

Table 4-9: Off-Street Parking Requirements, Newark, 2021

Residential Use	Required Units	Covered Parking Requirement
Single-Unit Dwelling, Attached or Detached	2 per unit	Must be within a garage
Two-Unit Dwelling	1.5 per studio or one-bedroom unit. 2 per unit with two or more bedrooms. 1 Guest space per unit	One space per unit must be within a garage
Multi-Unit Building	1.5 per studio or one-bedroom unit. 2 per unit with two or more bedrooms. Guest parking: .5 space per unit. Projects located outside a radius of 100 feet of RS and RL districts, or separated by an arterial street from single family homes, or with driveway aprons, or located within a Specific Plan shall require 1 space plus .25 per unit Old Town Specific Plan Area: Minimum of 1.25 per unit; maximum of 2 per unit. No additional guest parking required.	Ten or fewer dwelling units: One space per unit must be within a garage More than ten dwelling units: One space per unit must be covered Guest parking shall be clearly marked as reserved for guests and available with unrestricted access
Accessory Dwelling Unit	No off street parking required for studio units, 1 off street parking space required per unit regardless of number of bedrooms. Off street parking requirement is waived if within a half mile of a transit stop, and other instances. To see the entire list see municipal code section 17.26.040.C.8.	
Supportive Housing	None beyond what is required for the Residential Housing Type	
Transitional Housing	None beyond what is required for the Residential Housing Type	

Residential Use	Required Units	Covered Parking Requirement
Senior Housing	1 per unit, plus .25 per unit for guest parking	
Residential Care Facility (7 or more persons)	1 for every 3 beds	
Residential Care Facilities (Less than 7 persons)	None beyond what is required for the Residential Housing Type	
Family Day Care (Small)	None beyond what is required for the Residential Housing Type	
Family Day Care (Large)	1 for each nonresident employee plus an area for loading and unloading children plus parking required for the residential use	
Group Residential	1 for each employee plus 1 for each guest room or every two beds, whichever is greater Old Town Specific Plan Area: 0.25 per bedroom	
Single Room Occupancy Units	0.5 per unit	
Emergency Shelter	1 per family room, 0.35 per individual bed, plus 1 for each employee	

Source: City of Newark, 2022

State density bonus law (Government Code Section 65915) imposes statewide parking standards that a jurisdiction must grant upon request from a developer of an affordable housing project that qualifies for a density bonus. The parking standards are summarized in Table 4-9. When local parking requirements are higher, the statewide parking standards supersede the local requirements. The developer may request these parking standards even if they do not request the density bonus. These numbers are the total number of parking spaces including guest parking and accessible parking.

Open Space Requirements

The City has a policy in the General Plan that sets parkland standards. For multifamily housing, the open space requirement ranges from 100 square feet per unit for RM in the Old Town District, to 200 square feet per unit in RH, 300 square feet per unit in RM, and 400 square feet per unit in RL. Open space requirements in the mixed-use and commercial districts where housing is allowed (CMU and RC) are at 50 square feet per unit. Overall, these standards are the same or lower than the requirements of Newark's closest neighbors. These standards are typical of many jurisdictions in the Bay Area and would not significantly reduce the affordability of multifamily housing units. Further, the City has not received developer feedback that its open space requirements are excessive or a barrier to feasibility.

Density Bonus Regulations

State law (California Government Code, section 65915-65918) requires cities and counties to approve density bonuses for housing developments that contain specified percentages of affordable housing units or units restricted to occupancy by seniors. A density bonus is the allocation of development rights that allows a parcel to accommodate additional square footage or additional residential units beyond the maximum for which the parcel is zoned. Projects that qualify for a density bonus are also eligible for reduced parking standards and additional concessions, or incentives. Upon the developer's request the City must also allow the parking standards shown above in Table 4-6. The legislature has made frequent changes to State density bonus law over the years, including AB 1763, which significantly increased density bonus provisions for 100 percent affordable projects.

Building Codes and Enforcement

Building codes and their enforcement influence the style, quality, size, and costs of residential development. Such codes can increase the cost of housing and impact the feasibility of rehabilitating older properties that must be upgraded to current code standards. In this manner building codes and their enforcement can act as a constraint on the supply of housing and its affordability.

Building and housing codes establish minimum standards and specifications for structural soundness, safety, and occupancy. State housing law requires cities and counties to adopt minimum housing standards based on model industry codes. In addition to meeting the requirements of State housing law, local governments enforce other State requirements for fire safety, noise insulation, soils reports, earthquake protection, energy conservation, and access for people with physical disabilities. The enforcement of building and housing codes for all homes is per the minimum standards and requirements set forth in the codes listed in the City's building code. Standards for rehabilitation are no more rigorous than those contained in the California Health and Safety Codes and Uniform Building Codes.

On October 13, 2022, the City Council approved Ordinance No. 539, repealing and replacing certain chapters of Title 15 (Buildings and Construction) to adopt by reference, with modifications to address local conditions, the 2022 editions of the California Building Standards Code (CBSC) and related codes. Ordinance No. 539 includes local amendments to the California Administrative Code, California Building Code, California Plumbing Code, California Electrical Code, California Residential Code, California Mechanical Code, and California Fire Code. The adopted Title 15 including local amendments is provided on the city's website, www.newark.org. The local amendments adopted with Ordinance No. 539 do not increase requirements above standards. Generally, the local amendments provide clarifications and consistency with other sections of the Newark Municipal Code. The city does not have a REACH code. In addition, local amendments were made to provide consistency with fire protection, alarms, and detection system requirements of the Alameda County Fire Department, the agency that provides contract fire

protection services in Newark.

Building codes and their enforcement can increase the cost of housing and impact the feasibility of rehabilitating older properties that must be upgraded to existing code standards. In this way building codes and their enforcement can act as a constraint on the amount of housing and its affordability. However, the codes enforced by Newark are similar to other cities in the region and are necessary to promote the minimum standards of safety and accessibility to housing. Therefore, the codes are not considered to be an undue constraint on housing investment or development.

In some cases, energy conservation requirements may increase construction costs and, therefore, the initial sales prices and cost of rent. However, these increased costs are often offset by the long-term reductions in the utility's component of housing operation costs. Accessibility modifications may also increase initial sales prices and rents but will help address the housing needs of the elderly and people with disabilities.

Code Enforcement

The Building Division is responsible for enforcing both state and City regulations governing maintenance of all buildings and property. The Community Development Department is responsible for code enforcement activities through the Community Preservation Division. The purpose of code enforcement of housing in need of rehabilitation is to ensure the safety of the City's residents; without basic living standards being met, life and safety are threatened. The city does have a code enforcement division to address health and safety concerns in the community. Currently, the City operates on a complaint-based system to respond to code enforcement needs. The Community Preservation Division will respond to complaints and investigate violations to ensure compliance with the City's Municipal Code. In 2021, the city expanded the number of full-time employees by hiring a code enforcement manager to oversee existing efforts and create proactive code enforcement services, which would include the rental inspection and landlord registration program identified in Program H1.2.

State of California, Article 34

Article 34 of the State Constitution requires local jurisdictions to obtain voter approval for specified "low rent" housing projects that involve certain types of public agency participation. Generally, a project is subject to Article 34 if more than 49 percent of its units will be rented to low-income persons. If a project is subject to Article 34, it will require an approval from the local electorate. This can constrain the production of affordable housing, since the process to seek ballot approval for affordable housing projects can be costly and time consuming, with no guarantee of success.

Local jurisdictions typically place a measure or referendum on the local ballot that seeks authority to develop a certain number of low-income units during a given period of time. If the electorate approves general parameters for certain types of affordable housing development, the local

jurisdiction will be able to move more quickly in response to housing opportunities that fall within those parameters.

B. Non-Governmental Constraints

The availability and cost of housing is strongly influenced by market forces over which local governments have little or no control. Nonetheless, State law requires that housing elements contain a general assessment of these constraints, which can serve as the basis for actions to offset their effects. This section describes primary non-governmental constraints to the development of new housing in Newark.

Availability of Financing

The availability of financing is a critical factor that can influence the cost and supply of housing. There are generally two types of financing used in the housing market: (1) capital used for initial site preparation and construction; and (2) capital used to finance the purchase of units by homeowners and investors. Financing is largely impacted by interest rates. Small fluctuations in interest rates can dramatically influence the ability to qualify for a loan. Mortgage interest rates have a large influence over the affordability of housing. Higher interest rates increase a homebuyer's monthly payment and decrease the range of housing that a household can afford. Lower interest rates result in a lower cost and lower monthly payments for the homebuyer.

Because interest rates are determined by national policies and economic conditions, there is little that local governments can do to affect these rates. Jurisdictions can, however, offer interest rate write-downs to extend home purchase opportunities to lower-income households. In addition, government-insured loan programs may be available to reduce mortgage down-payment requirements.

The cost of borrowing money to finance the construction of housing or to purchase a house affects the amount of affordably priced housing in Newark. Lower initial rates are available with graduated payment mortgages, adjustable rate mortgages, and buy-down mortgages. Variable interest rate mortgages on affordable homes may increase to the point where the interest rate exceeds the cost of living adjustments, which is a constraint on affordability. Although rates are currently low, they can change significantly and substantially impact the affordability of housing stock. Fluctuating interest rates can eliminate many potential homebuyers from the housing market or render a housing project infeasible that could have been successfully developed or marketed at lower interest rates. Housing prices in Newark are unaffordable for lower-, moderate-, and even some above moderate- income households, even with the lower interest rates. The primary constraint on homeownership in Newark is not the availability of financing, but the cost of housing, of which is unaffordable to many households.

Financing for both construction and long-term mortgages is generally available in Alameda County subject to normal underwriting standards, though rates have increased markedly throughout 2022. A more critical impediment to homeownership involves both the affordability of the housing stock and the ability of potential buyers to fulfill down payment requirements. Conventional home loans typically require 5 to 20 percent of the sales price as a down payment, which is the largest

constraint to first-time homebuyers. This indicates a need for flexible loan programs and a method to bridge the gap between the down payment and a potential homeowner's available funds. The availability of financing for developers under current economic conditions may also pose a constraint on development outside of the City's control.

According to the Alameda Board of Realtors, there is no evidence of "redlining" of any Alameda neighborhood by the financial community. The City provides Community Development Block Grant (CDBG) funding for counseling for individual clients regarding fair housing rights and responsibilities and to disseminate education and information materials. Households receive intensive counseling, and legal and/or agency referral for cases involving discrimination against families, racial or religious minorities, and individuals with disabilities.

Land Costs

As with most built out Bay Area communities, the high cost of land is a constraint to the production of affordable housing in Newark. There are very few vacant parcels zoned for residential development left in the city and it is rare for vacant residential land to be listed for sale.

Based on a review of land for sale in Fremont, Union City, and Hayward, land prices for land zoned to accommodate multifamily projects range from $5M to $15M per acre depending on locational amenities, density, and other factors. In addition to market sales prices, there can be other costs associated with the acquisition of land including the cost of holding the property throughout the development process. Developers in Newark also face added expenses associated with the demolition and removal of existing structures or remediation of contaminated soil.

Construction Costs

In addition to the high cost of land, construction costs can also act as a constraint to the production of new housing, particularly in the Bay Area. The cost of construction depends primarily on the cost of materials and labor, which are influenced by market demand. The cost of construction will also depend on the type of unit being built and on the quality of product being produced. The cost of labor is based on a number of factors, including housing demand, the number of contractors in the area, and the unionization of workers. The construction cost of housing affects the affordability of new housing and may be considered a constraint to affordable housing in Alameda County and throughout the Bay Area.

Both material and labor costs have increased substantially in recent years. Supply chain issues during the Covid-19 pandemic are partly responsible for recent material cost increases, and a shortage in the construction labor market is adding significantly to the cost of producing housing.

According to a 2020 report by the Terner Center, hard construction costs for multifamily projects in California rose by 25 percent over the course of a decade, from an average of $177 per square foot in 2008-2009 to $222 per square foot in 2018. Cost increases were even greater in the Bay Area, increasing by 119 percent and reaching more than $380 per square foot in 2018.

Construction costs vary widely according to the type of development. According to the Terner Center report, Type I projects, which are typically over 5-7 stories and constructed with steel and concrete, cost an average of $65 more per square foot than other types of construction, like Type V (i.e., wood frame floors over a concrete platform). Type I projects are more likely to be found in infill locations where zoning allows higher density construction.

Affordable housing projects also cost more on average than market-rate and mixed-affordability projects. The 2020 Terner Center report found that affordable projects cost $48 more per square foot on average compared to market-rate and mixed affordability projects. Some of the added costs for affordable housing are because many affordable housing developers are required to pay "prevailing wages."

A reduction in construction costs can be brought about in several ways. A reduction in amenities and quality of building materials in new homes (still above the minimum acceptability for health, safety, and adequate performance) may result in lower sales prices. State housing law provides that local building departments can authorize the use of materials and construction methods if the proposed design is found to be satisfactory and the materials or methods are at least equivalent to that prescribed by the applicable building codes.

In addition, prefabricated, factory-built housing may provide lower-priced products by reducing labor and material costs. As the number of units built at one time increases, savings in construction costs over the entire development are generally realized as a result of an economy of scale, particularly when combined with density bonus provisions.

C. Environmental Constraints

Environmental issues affect the amount, location, and timing of new residential development in Newark. Sites in Newark are susceptible to a variety of environmental constraints including sea level rise and flooding, seismic hazards, sensitive ecological areas, and hazardous materials.

Geologic Hazards

Geologic Hazards are associated with earthquakes that can bring about risks such as ground shaking, landslides and tsunamis. Newark sits two miles west of the Hayward fault, and due to this proximity, ground shaking levels would be higher in the southern and western portions of the city. Ground shaking is measured on a scale ranging from I to X (the Modified Mercalli Scale) with shaking levels ranging from imperceptible to very violent. Most of the developed portions of Newark would experience "very strong" ground shaking (level VIII) in a 6.7 Hayward Fault earthquake, but some parts of the city would experience "violent" ground shaking (level IX).

The city has a sandy loam soil type that is prone to liquefaction. The city of Newark could experience seismic shaking levels with the potential to cause liquefaction in areas where groundwater is generally shallower than 30 feet. Based on data provided by the California

Geological Survey, the entire city is considered a liquefaction hazard zone.

Flooding and Sea Level Rise Due to Climate Change

Flooding can have devastating effects on property and residents and impact water quality in Newark housing element housing opportunity sites in Newark may be affected by flooding and sea-level rise. Newark falls within both 100 and 500 year flood zones as well as being affected by sea level rise. The 100 year flood zone covers areas 3 and 4 as well as a number of sites in the Bayside Newark specific plan area. The 500 year flood plain is found further into established residential areas of the city.

The area with the most vulnerability to sea level rise will be in the southern portion of the city, adjacent to the San Francisco Bay. Sea level rise not only affects housing, but other infrastructure such as roads, water and sewer infrastructure.

The City's Municipal Code sets standards to minimize flood hazard risks, including anchoring and flood-proofing and a requirement that the lowest floor, including basements, is at or above the 100-year flood elevation. Development within the 100-year flood zone is limited, with requirements for building at least 1 foot above the flood elevation. The City requires non-residential development to be elevated at least 8 feet above mean high tide and 11.25 feet for residential development

Hazardous Materials

Hazardous materials regulations, which are codified in Titles 8, 22, and 26 of the California Code of Regulations (CCR), and their enabling legislation set forth in Chapter 6.95 of the California Health and Safety Code, were established at the state level to ensure compliance with federal regulations to reduce the risk to human health and the environment from the routine use of hazardous substances. These regulations must be implemented, as appropriate, and are monitored by the state (e.g., Cal OSHA in the workplace or the DTSC for hazardous waste) and/or local jurisdictions.

As with many infill urban locations, many of the housing element housing opportunity sites in Newark are on former industrial or commercial properties. These properties typically have environmental issues related to the prior use. The city of Newark has a high number of existing sites with hazardous materials, a legacy of their industrial land use.

Despite their historical use, all of the housing element sites are either already remediated of their hazardous materials and ready for residential use or are in the process of being remediated of hazardous materials to allow for residential use pursuant to approved plans by the appropriate regulatory agency.

Sensitive Ecological Areas

The southwest portion of Newark contains a number of riparian areas, transitional areas between the water and land that support periodic flooding and habitat. They are typically vegetated with lush growths of grasses, shrubs, and trees that are tolerant of periodic flooding and have sediments that are rich in nutrients and organic matter. Riparian areas are found in Site 2, Sanctuary West, also referred to as specific planning area 3 and 4.

SECTION 5 HOUSING RESOURCES

Key resources in Newark to address housing needs include housing sites (see Appendix C below), financial resources, administrative resources and non-profit resources. In addition to a robust inventory of sites available for housing development during the Housing Element planning period, the City is also implementing an ambitious affordable housing work plan[13] which includes the provision of regular financial assistance to nonprofit sponsors of affordable housing through a regular "Notice of Funding Availability" (NOFA) process. Leveraging the City's affordable housing impact fee fund, the City will continue to deploy substantial financial resources to support affordable housing production during the planning period. In addition, the City will implement policies to streamline affordable housing approvals and continue to partner with developers of affordable housing as detailed in the following section, Housing Plan.

A. Available Sites For Housing

The most important resource for meeting Newark's future housing needs is a sufficient supply of land zoned for housing and with supportive infrastructure and pro-housing policies and programs. As shown in Appendix C, the City has developed a robust inventory of sites to accommodate its 6th cycle RHNA of 1,874. Combining planned and proposed projects that are already in the development pipeline with vacant and non-vacant sites that are zoned for housing and already permit housing to be developed without additional changes to the Zoning code, the sites in Appendix C have the potential to accommodate 2,854 units, representing over 150 percent of the City's RHNA. This includes sites to accommodate all of the City's lower-income housing needs for the 6yh cycle in addition to a significant buffer.

Sites included in the City's 6th cycle inventory are described in detail in Appendix C and displayed below in Figure 5-1.

The sites selected for this Housing Element have also been selected to achieve the following major policy objectives:

Access to Opportunity: The sites work to expand access to opportunity by siting 46 percent of affordable units in areas identified as high opportunity by the Tax Credit Allocation Committee.

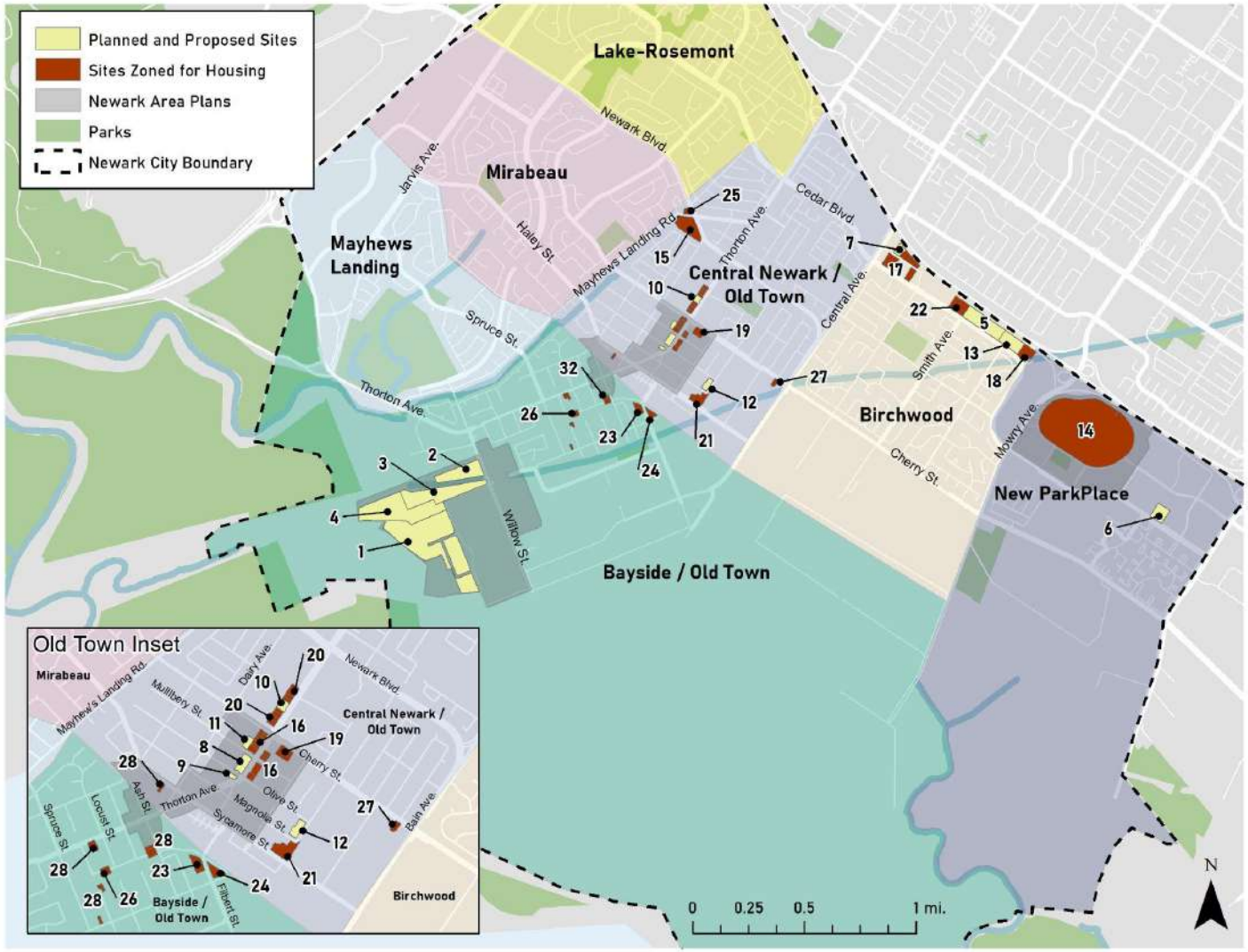
Connecting Housing and Transit: Priority Development areas plan to connect new housing with regional and local transportation options in existing and new walkable communities; 29 percent of new housing sites are located within two Priority Development Areas in Newark which are the Dunbarton TOD (now known as Bayside Newark) and the Old Town Mixed Use Area.

Neighborhood Revitalization: Through the implementation of the NewPark Place Specific Plan, the former Newpark Mall will transform into a mixed-use neighborhood, with 1,519 new housing

[13] Newark Affordable Housing Work Plan

units, including new homes for low and moderate incomes. Pedestrian and bicycle infrastructure improvements will also be developed through a multiphased redevelopment. Similar revitalization efforts are reflected in the sites identified in Newark's other key specific plan areas in the Old Town area and Bayside Newark.

Figure 5-1: Housing Sites for the RHNA 6th Cycle



Source: City of Newark; Planning Collaborative, 2023.

B. City Financial Resources

Along with housing, financial resources are critical for meeting Newark's future housing needs. These include funding and financing programs to provide gap funding for affordable multifamily housing programs, loan and grant programs for first time homebuyers, and home rehabilitation grant and loan programs. The major sources of funding for affordable housing at the Federal and State levels are constrained and highly competitive, and in this context local funding sources for affordable housing are increasingly critical.

Key resources at Newark's disposal include HUD HOME and CDBG funds, allocated to ongoing housing programs through a process overseen by the City's Community Development Advisory Committee (CDAC). As noted elsewhere in this Housing Element, the most important source of funding support for new affordable housing production in Newark is the City's Affordable Housing Impact Fee fund, which has collected upwards of $35M in recent years. $19M of this fund has been allocated by the City to support three affordable housing developments which are included in the City's development pipeline: 1) $2.8M for the entitled but not yet built Timber Street Senior Apartments sponsored by Eden Housing; $4.5M for the Cedar Community Apartments; and 2) $12M awarded to Satellite Affordable Housing Associates to support the development of a new 56-unit development on three underutilized sites that will be assembled. The City retains a balance in June of 2023 of 23,450,000 million in the Affordable Housing Impact Fee fund. The City anticipates issuing regular funding NOFAs to continue to partner with nonprofit sponsors of affordable housing.

The ability of the City to effectively deploy these local financial resources is also critical to the community's ability to leverage other sources of funding from Federal, State, regional and private sources. An important recent example of this is the award last year of $38.2M in State of California Project Homekey funding for the Cedar Community Apartments; this was one of the largest allocations of funding received by any jurisdiction in California for the recent funding round.

C. Other City and Partner Agency Resources

Housing Programs in Newark are administered by the City's Community Development Department. The Department works actively to partner with residents, housing providers and other public agencies to facilitate housing production, preservation and rehabilitation in Newark. Additional key resources provided by partner agencies include:

- **Alameda County 2-1-1.** 2-1-1 is a free, non-emergency, confidential service that provides easy access to housing information and critical health and human services.
- **Alameda County Housing Authority.** The Housing Authority administers programs throughout the County including portable

- Section 8 vouchers for eligible Newark Households. The authority also provides information on housing resources, housing assistance, rental assistance, affordable land and housing, and public housing.
- **Alameda County Housing Portal.** This portal, which is under development, will provide a central location for affordable housing rentals and information, county-wide. Support for multiple languages is available. www.housing.acgov.org
- **COVID-19 Renter Assistance.** AC-Housing Secure is a program that offers assistance with unpaid back rent. Renters and landlords are encouraged to apply. There is a high demand for assistance, but additional program funds have been requested. Applicants will not be asked about their citizenship. Proof of citizenship is not required. Support for multiple languages is available. www.ac-housingsecure.org
- **ECHO Housing.** ECHO Housing provides fair housing services and tenant/landlord counseling and mediation to Newark residents. Renters who believe they have been discriminated against or who need assistance for a dispute with their landlord can contact ECHO at (510) 581-9380. www.echofairhousing.org
- **Fremont Family Resource Center.** The Fremont FRC is a welcoming place where families and individuals are nurtured, encouraged, and provided quality services to build on their own strengths to help themselves and others. Fremont FRC serves the entire Newark community, as well as Union City and Fremont.
- **AC Boost Down Payment Program.** AC Boost provides financial assistance to middle-income working households to purchase a home in Alameda County. The program offers shared appreciation loans to first-time homebuyers who live in, work in, or have been displaced from Alameda County. AC Boost is funded by Alameda County Measure A1 and administered by nonprofit organization Hello Housing. www.acboost.org
- **Alameda County Healthy Homes.** Alameda County has programs and funding opportunities to promote healthy and safe homes. Grants are available for minor home repairs, including the removal of lead hazards. These programs are available to qualified Newark households. www.achhd.org
- **Renew Alameda County.** Renew Alameda County helps homeowners make renovations necessary to stay, grow, and thrive in their homes. Renew AC is administered by Alameda County with funding provided by the Measure A1 Housing Bond. The program is operated by Habitat for Humanity East Bay/Silicon Valley. www.renewac.org
- **Urban County Emergency Mortgage Assistance Program.** The Alameda County Urban County Emergency Mortgage Assistance Program ("EMAP") is intended to provide financial relief for lower income homeowners living in the Alameda County communities (including Newark) who have experienced a loss of income resulting from the COVID-19 pandemic. www.heraca.org/emap

SECTION 6 HOUSING PLAN

A. Evaluation of Accomplishments Under Adopted Housing Element

The City of Newark has developed and implemented various programs and policies to address its housing needs during the previous housing element's planning period (2015 to 2023). The following table provides a detailed program-by-program review of progress and performance. This information will help ensure that the updated element for 2023 to 2031 builds on success, responds to lessons learned, and positions us to better achieve our community's housing needs and priorities.

During the 5th Cycle, the City put in place new policies to help fund and create new affordable housing into the future such as creating a comprehensive affordable housing work plan that will invest 80% of its Housing Impact Fee funds; financing affordable housing production that supports those at risk of or experiencing homelessness; and applying for state, county, regional, and federal funds to construct affordable housing for low income and special needs households. The City also laid the groundwork for future housing and envisioned transit-oriented development (TOD) by producing an Old Town Development Strategy and rezoning its Dumbarton TOD site. It adopted a Specific Plan for Old Town with recommendations and actions to add up to 400 residential units to the planned area and one for Dumbarton TOD that has resulted in the approval or construction of approximately 828 units.

Additionally, the City of Newark has led the way in establishing new policies and programs to affirmatively further fair housing and support communities with special housing needs in obtaining access to housing. The City built a 75-unit affordable complex with universal design features (Newark Station Senior Apartments) and has approved plans for a 79-unit 100% senior housing development with deep levels of affordability (Timber Street Senior Housing). It has modified its building code to require universal design to be applied to both private and public housing and approved 180 units with universal design. Newark has also adopted an Ordinance establishing a process that allows flexibility within the zoning code for reasonable accommodation of access for the disabled and is prepared to adopt a fair housing ordinance for the sixth housing element cycle.

Table 6-1: Review of Policies and Programs of 5th Housing Element Cycle

Program	5th Cycle Activity Summary	Status for 6th Cycle
1. Work with Lower Income Housing Developers and Prioritize Funding	The City worked with nonprofit and for-profit housing developers and organizations to support efforts to create new housing for seniors, people with disabilities, formerly homeless people, households with moderate incomes or below, especially including extremely low income households, and other special needs populations. The City developed a comprehensive affordable housing work plan to engage developers and prioritized funding for housing for people with special needs and very low income people. As provided in the work plan, Newark will invest up to 40% of its Housing Impact Fee fund balance (or approximately $12 million) for funding a NOFA to incentivize affordable housing development. In addition, Newark will invest an additional 40% of the Housing Impact Fee fund balance for site acquisition meant to facilitate affordable housing development. Consistent with the City Council-approved Fiscal Year 2022-2023 Affordable Housing Work Plan, in June 2022, the City of Newark invited developers of affordable rental housing to submit applications for funding assistance under a Notice of Funding Availability (NOFA). A total of approximately $12 million was made available from the City's Affordable Housing Impact Fee Fund. The City received one response from Satellite Affordable Housing Associates (SAHA) requesting $12,000,000 of funding from the City's housing impact fee fund g to construct a 57-unit multifamily apartment building at 6347-6375 Thornton Avenue that would meet the need for family-sized units. On January 19, 2023, the Community Development Advisory Committee on January 19, 2023 reviewed the proposal against the NOFA selection criteria and recommended approval. On March 23, 2023, the City Council reviewed and approved the proposed funding decision as well as authorized the City Manager to execute the Affordable Housing Loan Agreement and all related loan documents to effectuate the approval of the funding award. SAHA will complete the acquisition of the subject properties in April. After conducting community outreach, SAHA expects to submit their formal entitlement application in Summer 2023. In 2021, the City approved plans for "Timber Street Senior Housing", a 79-unit 100% senior housing development, to be built by Eden Housing. The location of the project was rezoned from Limited Industrial District to Medium Residential Density to revitalize the area from a light industrial and warehouse space to a walkable residential neighborhood. A minimum of 20% of the units would have rents restricted at 60% AMI and the remaining units would have rents restricted at no more than 80% AMI. The final AMI unit allocations have not been formally established, but Eden Housing anticipates that most units would have affordability levels deeper than 80% AMI.	**Ongoing.** The City will retain this program and expand it by creating additional programs to supplement it. It will conduct focused outreach to Housing providers annually throughout the 6th Cycle.

Program	5th Cycle Activity Summary	Status for 6th Cycle
	The City granted two incentives/concessions (parking and setbacks) and three waivers (lot coverage, landscaped area, open space) to help facilitate the project and residential density. The entitlements for the project were approved on 10/28/2021 and are expected to be constructed in 2023. • City staff worked with Adobe Services on a Homekey project to convert an existing hotel to supportive housing, which consists of a total of 125 units (1 unit for the on-site manager and 124 units for rent permanent affordable housing). The breakdown of the 124 units for rent permanent affordable housing is 60 units for chronically homeless households and 64 units for households at risk of homelessness; all of which would be for extremely low-income households. On 9/22/2022, the City Council approved a Resolution (Resolution No. 11408) Project Homekey Standard Agreement which includes $38.2 million Homekey grant funds and $6 million City funds. A building permit for the tenant improvement for the project has been issued on 12/22/2022.	
2. Support Regional Homeless Initiatives	The City has provided continuous support for regional efforts to end homelessness, such as the Alameda County EveryOne Home Program, which prioritizes supportive housing. The City adopted a resolution declaring a shelter crisis in the City of Newark and authorized the City's participation in the Homeless Emergency Aid Program (HEAP). It further authorized the City Manager (or his designee) to execute all applications and agreements related to HEAP and other State and County funding sources for homeless populations (Resolution No. 10867 on December 13, 2018). The City of Newark partnered with the City of Fremont's Continuum of Care program to allocate its $229,000 of HEAP funding. The funding was mainly used to provide: • Expanded Warm Center hours; • Expanded "Homeless Navigation" services; • Development of a site for the safe parking of recreational vehicles and vans; • offering time limited housing subsidies The City also took definite action to set aside affordable housing funds for projects through the HomeKey grant program, an effort to provide affordable housing in existing hotels and buildings to low-income households and those experiencing or at-risk of homelessness. In early 2022, the City Council authorized City staff to apply to the State's HomeKey grant program for a grant of up to $39 million and allocated $1.5 million of American Recovery Plan Act (ARPA) funds, as well as $6	**Ongoing**. The City will retain this program into the next Cycle.

Program	5th Cycle Activity Summary	Status for 6th Cycle
	million from the City's Housing Impact Fee fund to acquire Towne Place Suites Hotel with Abode Services and Allied Housing. The Town Places Suites project would convert an extended-stay hotel into 124 permanent, supportive affordable residential units known as Cedar Community Apartments. Additionally, the City has taken on a variety of other initiatives to address issues of homelessness. The Police Department conducts a more in-depth count of its homeless population on a regular basis. The City partners with Caltrans and Alameda County Human Services Agency to address homeless encampments on public property, and with the Fremont Family Resource Center to provide support to Newark households at risk of becoming homeless. It has also created a Homelessness Committee with members from various City departments to coordinate actions and responses to homelessness in the community. In May 2022, the Alameda County Board of Supervisors, along with City Councils throughout Alameda County, endorsed the Home Together 2026 Strategic Community Plan. The Plan is a five-year strategic initiative that centers racial equity, and identifies the strategies, activities, and resources needed to dramatically reduce homelessness in Alameda County. The City will continue to participate in the Home Together 2026 plan to address issues at the local and regional levels. City adopted a resolution declaring a shelter crisis in the City of Newark and authorized the City of Newark's participation in the Homeless Emergency Aid Program (HEAP); and further authorized the City Manager or his designee to execute all applications and agreements related to HEAP and other State and County funding sources for homeless populations. Resolution No. 10867 on December 13, 2018. • The City Council approved a Resolution (Resolution No. 11408) Project Homekey Standard Agreement which includes $38.2 million Homekey grant funds and $6 million City funds on 9/22/2022 for the conversion of an existing hotel to supportive housing Homekey project. • On 5/12/2022, City Council adopted a Resolution (Resolution No. 11,341) for Home Together, a county-wide initiative (Home Together 2026) to address homelessness.	

Program	5th Cycle Activity Summary	Status for 6th Cycle
3. Continue Repair and Rehabilitation Program	Each year, a portion of Newark's CDBG funds is dedicated to the Housing Repair and Rehabilitation Program according to a formula approved by the Alameda County Urban County jurisdictions. The City entered into an agreement with the County of Alameda for participation in the CDBG Program for FY20-21 and the Community Development Advisory Committee made recommendation to the City Council for the use of Jurisdiction Improvement funds for ADA compliance needs at Music Park and Civic Center park on February 18, 2020. Overall, the minor repair program has been very successful in the past. However, the home repairs in 2020 and 2021 were slightly lower than expected due to the COVID-19 pandemic. Conversations with county staff revealed that many homeowners were hesitant to allow contractors into their homes during the last two years out of fear of COVID-19 transmission. Nonetheless, the City of Newark has funded 49 projects in the current 5th Cycle. In discussion with the Alameda County HCD staff, there is no plan to change or substitute the program with any other during FY22-23. The City will continue to participate in the program and will increase community awareness of the program through various city communications tools. Through its continued participation, the City is expected to meet and likely exceed its goal of funding 65 projects by the end of the cycle.	**Ongoing.** Assuming continued CDBG funding, the City will continue to participate in the program.
4. Civic Center Replacement	Staff and consultants prepared a Newark Civic Center feasibility study (completed in June 2016) that assessed the facility needs for a new civic center. The study, informed by two City Council work sessions and a community meeting, included a brief description of locations throughout Newark that were considered for the new civic center. Ultimately, the feasibility analysis focused on the current civic center site as the location for the new civic center. There was no discussion of HE Program 4 as it related to the civic center site, and no discussion of affordable housing as a possible use of the site. The new civic center, which includes city hall, a police building, and library was completed in 2021. Additional analysis would be required to assess the feasibility for affordable housing on remaining city-owned portions of the site. The site retains the Residential High-Density zoning designation and Public-Institutional general plan land use.	**Not completed.** Affordable housing was ultimately not considered as a land use during the civic **center replacement** feasibility **study. Replacement of the civic center was the only project that was considered.**
5. Old Town Development Strategy	The City completed an Old Town Development Strategy in 2017 to facilitate the development of higher density housing in subareas N, M, and O of the Old Town area, with the goal of yielding 228 higher density housing units by 2022. In 2019, two community meetings were held (March 13 and	**Completed.** The City will work to further the recommendations of the Old Town Newark Specific

Program	5th Cycle Activity Summary	Status for 6th Cycle
	June 26) followed by a Joint Work Session on December 12th to develop the Old Town Newark Specific Plan. The City was granted a Planning Grant Program award of $160,000 for the preparation of this plan. In 2021, the City adopted the Specific Plan, which includes a feasibility analysis of sites within the area as well as various policies and strategies that are targeted at reducing barriers to housing in the area. For example, Policy LU-1 focuses on zoning amendments that strategically increase density in certain areas. Policy LU-16 revises zoning regulations to revise parking design standards and reduce the parking demands per unit, thus making units more affordable. Policy INF-1 & INF-2 recommend infrastructure improvements which increase water and sewer capacity which are needed to increase residential density in the area. Additional recommendations included as part of the plan are to reduce or eliminate development impact fees and require inclusionary affordable housing. Overall, the Plan recommendations and actions will add up to 400 residential units to the planned area, far exceeding the goal of 228 units.	Plan within the next few years to advance development.
6. Fair Housing Programs	The City signed an Inter-Governmental Collaboration Agreement for the Completion of the Analysis of Impediments to Fair Housing Choice for Community Development Block Grant Program on March 14, 2019 (Resolution No. 10,904). The Analysis of Impediments (AI) was completed in January 2020. To achieve the AI Metric and Milestone for Activity 1.c to "advocate for local federal/state laws that would improve fair housing protections for those experiencing barriers to accessing housing", the City of Newark's CDD will develop and adopt a fair housing ordinance by FY 2023 for consideration by the City Council. This ordinance will clarify and publicize the prohibition against discrimination in housing and will assist the implementation of Federal Fair Housing regulations. As part of the ordinance, the City will either refer or respond to fair housing complaints.	**Ongoing** programs and initiatives as documented in Section 3: AFFH.
7. Housing Accessible to the Disabled	The City has made it a priority to provide housing that is accessible to disabled people, who comprise 7.6% of the population in Newark, through universal design requirements. Pursuant to the Health and Safety code, HCD has specified that the Building Standards Commission provide documentation of these requirements in the California Building Code. Chapter 11A of the building code outlines the City's accessibility requirements for private housing, including a mandate for adaptable design in all ground floor units that was established in 2013, while Chapter 11B outlines	**Ongoing**. The City will continue to use Chapter 11A and 11B as an effective method to increase housing accessibility.

Program	5th Cycle Activity Summary	Status for 6th Cycle
	the requirements for public housing. During this 5th Cycle of Housing Elements, the City has approved 180 units with universal design. In 2018, the Newark Station Senior Apartments was built with universal design features. This complex, which can house 75 families, was the first affordable apartment community to be built in the City of Newark in at least 25 years.	
8. Seek Funds for Affordable Housing	The City applied for state, county, regional, and federal funds to construct housing for low income and special needs households as well as funding to provide infrastructure that supports housing development. For instance, the City applied for the Alameda County Measure A-1 Bond Competitive grant for $6.5 million. An investment of those funds will go to the Timber Street Senior Housing mentioned in Program 1. In addition, the City has raised money through impact fees from market-rate housing development per the Affordable Housing fee program adopted by Council in 2014. This ordinance is codified in Chapter 17.18 of the Municipal Code. The fee is based on square footage of the project: $21.52 per square foot of floor area is charged for the first 1,000 square feet and $8.62 per square foot is charged for floor area above 1,000 square feet, excluding garages, carports or common areas. To date, approximately, $24 million in impact fees have been deposited in the Affordable Impact Fee Fund to support projects or programs that preserve and/or increase the supply of affordable housing in Newark.	**Ongoing.** The City will evaluate funding each year and apply for funding as appropriate.
9. Adopt Reasonable Accommodation Ordinance	The City adopted an Ordinance in 2016 establishing the process for allowing flexibility within the zoning code for reasonable accommodation of access for the disabled. The ordinance includes: • Clear rules, policies, and procedures to promote equal access to housing and comply with fair housing and disability laws including but not limited to identifying who may request a reasonable accommodation (i.e., persons with disabilities, family members, landlords, etc.), timeframes for decision-making, and provisions for flexibility in the various land-use, zoning, or building regulations that may otherwise constrain housing for persons with disabilities. Chapter 17.37 of the City's Zoning Ordinance outlines the process for	**Ongoing.**

Program	5th Cycle Activity Summary	Status for 6th Cycle
	requesting a waiver to any zoning regulation to allow improvements to an existing building in order to provide reasonable accommodations for persons with disabilities. • Regularly monitoring the implementation of the jurisdiction's ordinances, codes, policies, and procedures to ensure they comply with the "reasonable accommodation" for disabled provisions and fair housing laws. • Reduced parking requirements for projects serving seniors and persons with disabilities (The Zoning Ordinance was revised in 2018 reducing parking requirements to 0.5 spaces per unit, inclusive of guest parking).	
10. Rezone Dumbarton TOD	Development in the Dumbarton Transit Oriented Development (Site Q) is governed by a Specific Plan which has numerous requirements and amenities. The Specific Plan supports and controls development within the 200-acre area, promoting a comprehensive development plan to encourage the creation of a livable community designed for compatible neighborhoods with connectivity to parks, open space, the future Transit Station, and commercial services. These important project elements are assured concurrent with the rezoning application. Most of the Specific Plan has been built-out or is under construction. Construction activities include the previously approved residential uses, streets, sidewalks, landscaping, utilities, and open spaces. The Specific Plan limited residential development to 2,500 units for the entire Specific Plan area. To date, approximately 1,836 units have been approved or constructed. In February 2021, staff provided City Council with an overview of the rezoning activities within the Dumbarton TOD, now known as Bayside TOD. The Bayside TOD developer has summarized development of approved projects, the development that was anticipated in the Specific Plan, and the development table including the current project under review, FMC Willow.	**Completed.** The Bayside TOD area will be built out in phases, with plans for the last site to be entitled before the end of 2023.

B. Housing Plan: Goals, Objectives, Policies, and Programs

This Chapter pulls from what the city has learned from extensive community engagement and data, to develop seven goals to further affordable housing production and housing mobility, increase opportunity and protect residents from displacement. The programs have an implementation timeline of immediate (0-3 years) mid term, (3 to 5 years), long term (5-8 years) and ongoing programs. The city will track program progress through the identification of responsible department and performance metrics through the 6th cycle.

IMMEDIATE: 2023-2025

MID TERM: 2026-2028

LONG TERM: 2029-2031

ONGOING: This is an existing policy or program that will be continue to be implemented

GOALS

GOAL H1: Preserve and Improve Existing Housing

POLICY H1: Leverage local funds to supplement county, state and federal funding to support the maintenance, rehabilitation and preservation of existing rental and ownership housing.

GOAL H2: Facilitate the Development of More Homes for More People

Supporting the development of housing that is affordable and accessible to all segments of the community.

POLICY H2.1: Create opportunities for new housing for moderate income households through zoning adjustments to promote missing middle housing types such as courtyard housing, duplex and small multi family homes.

POLICY H2.2: Second Units. Recognize second units (also known as Accessory Dwelling Units (ADUs) and in-law apartments) as an important part of Newark's housing supply and continue to allow such units, subject to parking, ownership, and size

standards that are consistent with State law. [ongoing]

POLICY H2.3: Promote and facilitate new affordable housing partnerships with various organizations with different housing needs that include but are not limited to the following:

- Community serving nonprofits
- Newark Unified School District
- Community college districts

POLICY H2.4: Work with community partners and property owners to revisit a community visioning plan for the Four Corners neighborhood/community commercial area.

POLICY H2.5: Support programs aimed at housing vulnerable and special needs populations. Monitor the need for housing for seniors across all income groups and for various levels of care, and support programs and incentives that encourage the development of a variety of age-friendly housing options.

POLICY H2.6: Develop and adopt a Universal Design Ordinance to ensure new construction is accessible to residents in all phases of life and regardless of their physical abilities.

POLICY H2.7: Update the existing Reasonable Accommodation requirements of the Zoning Ordinance and adopt [Ongoing]

POLICY H2.8: Support regional homeless initiatives and develop robust and equitable local responses to people experiencing homelessness.[Ongoing]

POLICY H2.9: Increase housing for large households as stated in the Affordable Housing Work Plan (which may be amended from time-to-time). Large households are defined as those with five or more people. The city will review existing site development regulations and design guidelines to ensure that the city is not unintentionally restricting housing designs that meet the needs of extended, multigenerational, and/or large families such as 2 + bedroom units, to reduce overcrowding and assist in maintaining the affordability of existing housing stock.

POLICY H2.10: Evaluate annual housing production targets to ensure the city is meeting the RHNA goals.

GOAL H3: Reduce and Remove Constraints to Affordable Housing Development

Removing barriers to developing affordable housing is key in meeting the goal of providing housing that is accessible to all residents, regardless of income and responsive to the unique ecological and natural environment of the city.

POLICY H3.1: Allow By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" Sites. Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element, and on sites that are subject to a text amendment to accommodate the lower-income RHNA.

POLICY H3.2: Increase certainty of entitlement procedures and accessibility to resource information for developers. Prepare a comprehensive set of guidelines and associated process diagram for all of the city's processes and fees related to residential development generally and affordable housing specifically.

POLICY H3.3: Ensure there is a sufficient supply of multifamily and single-family zoned land to meet the housing needs identified in the Regional Housing Needs Allocation (RHNA).

GOAL H4: Help People Stay in Their Homes and Communities

POLICY H4.1: Develop programs that support homeowners and tenants remain in their homes and communities with a focus on low and moderate income residents and BIPOC households.

POLICY H4.2: Preservation of unsubsidized affordable units. Many low income residents depend on unsubsidized housing at below market rates, which is vulnerable to investment and speculation. Work with nonprofit organizations that may acquire at-risk projects to extend affordability of existing unsubsidized affordable housing for lower-income households. These policies aim to prevent displacement of low-income BIPOC communities, long-term renters, and other marginalized residents by preserving currently affordable housing and creating pathways for permanent affordability.

POLICY H4.3: Sites Acquisition for affordable housing. The city will proactively work to identify opportunities for partnering with other local public sector agencies and private landowners to acquire sites for affordable housing, as well as to seek creative ways of partnering with developers to include affordable units in market-rate projects.

GOAL H5: Increase Access to Affordable Housing

POLICY H5.1: Continue to generate funding for affordable housing and seek additional funding opportunities as they arise.

POLICY H5.2: Bring home ownership within reach for Newark residents. Develop a BMR

homeownership program, and down payment assistance programs, with a focus on first time home buyers.

POLICY H5.3: Prioritize the use of City-owned property for affordable housing prior to other uses (if the sites are feasible and appropriate for housing), and prioritize housing for extremely low income households.

POLICY H5.4: Amend the existing Inclusionary Housing Ordinance to require on-site production of units rather than allowing the payment of an in-lieu or impact fee to support increased access to affordable housing opportunities across the city and in high opportunity areas.

POLICY H5.5: Develop an affordable notice of funding availability (NOFA) that will be released regularly to incentivize new developments consistent with the City's goals of increasing affordable housing opportunities for residents that are families, low income seniors, and residents with disabilities.

GOAL H6: Enhance Quality of Life,Equity, and Environmental Justice

POLICY H6.1: Identify the various existing and potential funding sources for infrastructure / public facility needs, including local, State, and Federal money.

POLICY H6.2: Urban Centers. Implement existing specific plans for NewPark Place and Old Town, creating locations in Newark which are more urban and pedestrian-oriented in character than they are today. These areas will be transformed over time into mixed-use centers with retail, office, civic, and higher density housing uses. [Ongoing policy]

POLICY H6.3: Land use and transportation policy that encourages active transportation and transit oriented development. Make land use and transportation decisions that reduce emissions, including promotion of walking and bicycling, improvements to public transportation, and a jobs-housing balance that reduces vehicle commute miles.

POLICY H6.4: In partnership with local non profits and city departments, work to promote energy efficiency and wise water use in new and existing residential buildings in order to reduce energy costs, provide quality and resilient housing, improve building comfort, and reduce greenhouse gas emissions.

POLICY H6.5: Allow and encourage green building practices and energy efficient construction, such as Cross Laminated Timber buildings, solar installations, and electrification of buildings.

POLICY H6.6: Urban Heat Island Effect. Develop standards and requirements for municipal

projects that can incorporate natural cooling techniques to reduce the urban heat island effect.

POLICY H6.7: Residential Development in the FloodPlain. Limit development within low-lying areas at high risk from flooding. Require any new residential development, including streets and other surface improvements, to be constructed above the 100-year flood elevation.

GOAL H7: Further Fair Housing Throughout the City

POLICY H7.1: Improve awareness, access, and use of education, training, complaint investigation, mediation services of the fair housing service provider, particularly in areas sensitive to displacement, low-income, racial/ethnic concentration, disability or other fair housing considerations.

POLICY H7.2: Promote affirmative marketing in affordable housing programs to enable mobility among low-income residents and BIPOC residents in areas of poverty and segregated neighborhoods.

POLICY H7.3: Address barriers to renting and increase tenant support. Low income households and people experiencing homelessness face obstacles that prevent them from accessing housing that is affordable to them.

PROGRAMS

PROGRAM H1.1: Housing Rehabilitation and Repair Programs

Continue partnership with Alameda County's housing rehabilitation and minor home repair programs, Renew Alameda County, and contracting with Rebuilding Together Oakland East Bay. Encourage participation in these programs by Newark property owners for the maintenance of local rental homes and homeowners. The City shall continue to apply for Community Development Block Grant (CDBG) funds on an annual basis. The City shall give high priority for the expenditure of a portion of CDBG funds for housing rehabilitation, and directly contract with the County to administer the housing rehabilitation services. The City shall also use HOME funds, as available and appropriate, to support housing rehabilitation for lower-income households.

Quantified Objective:	The City plans to support 13 households per year with home rehabilitation. The city will facilitate place-based revitalization by focusing on lower-income households with rehabilitation programs and promoting availability of programs in areas with a high concentration of housing in need of rehabilitation and repair, such as the Old Town and Mirabeau Park areas.

Responsible Agency:	Community Development Department
Timeline:	ONGOING: Continuation of existing program
Funding Source(s):	HOME and CDBG funds as available

PROGRAM H1.2: Develop citywide rental inspection program to maintain high quality housing throughout the city.

Rental Inspection Program / Landlord Registration. The Rental Inspection Program enhances the quality of rental properties and thereby the quality of life for tenants throughout the City and ensures that all rental properties are maintained in accordance with City standards. City inspectors inspect rental properties for code violations and will issue corrective reports with recommendations for improvements to property owners/landlords and tenants. The property owner will be expected to have the property reinspected to ensure the repairs have been made. Examples of reportable issues include: roof leaks, unsafe fire conditions, mold, unsafe stairs and lead based hazards per AB 838.

Quantified Objective:	Update Newark's Community preservation and nuisance abatement ordinance to create a proactive citywide rental inspection program, and develop an online reporting system for tenants to report substandard housing conditions. Support 12 rental units in improved condition per year.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Program developed by June 30, 2024
Funding Source(s):	Affordable housing fund, Community Development Maintenance Fund

PROGRAM H2.1: Develop new housing options in areas of the city close to services such as parks, schools and grocery stores, with existing infrastructure.

Missing middle housing will provide for an increase in housing choice in established single family neighborhoods, enabling more moderate income homes within walking distance to schools and parks. SB 9 requires ministerial approval of housing developments containing no more than two residential units on lots zoned for single family residences. Adopted simultaneously with SB 9, SB 10 provides for SB 10 allows local agencies to adopt ordinances to permit up to 10 dwelling units on any parcel, at a height specified in the ordinance, if the parcel is within a transit-rich area or urban infill site. Implementing SB 9 and SB 10 ordinances, along with pursuing Program H2.8:

Zoning for Missing Middle Housing Types, will provide additional opportunities for new housing in a variety of neighborhood types throughout the city.

Quantified Objective:	Draft and implement SB 9 and SB 10 ordinances to provide additional opportunities for missing middle housing. Review the City's Zoning Ordinance and Subdivision Ordinance and implement updates as needed to provide clarity and facilitate housing development under SB 9. These include adopting updated definitions, use regulations, development standards, and ministerial processes. Production and affordability will be monitored every two years and alternative actions will be implemented if necessary to meet the RHNA. In coordination with research being conducted at the State level, pursue opportunities to incentivize and provide funding assistance for homeowners to provide affordable units under SB 9 to further housing opportunities and more affordable homeownership options in high opportunity areas. Develop and implement the City's SB 9 Ordinance to expand the housing supply in single-family zones by allowing for lot splits, cottage housing developments, triplexes and duplexes. 120 moderate income SB 9 units developed during the housing element cycle, with a focus on expanding housing opportunity in neighborhoods in the northern portion of the city. Through programs such as H3.2, Objective Design Standards and H3.5, Parking standards update and study, the city will be able to ensure that development standards, including parking and open space requirements, are not a constraint to development. Adopt an SB 10 Ordinance to allow up to 10 units to be developed on smaller residential parcels throughout the City, with a goal to produce 80 units of missing middle housing, targeting 75% of these units in neighborhoods in the northern portions of the city, including Lake-Rosemont, Mirabeau, and Mayhews Landing Neighborhoods. The quantified objective for Missing Middle for Programs H2.1 and H2.8 is a total of 200 units.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Ordinance developed by June 30, 2025
Funding Source(s):	Community Development Maintenance Fund

Missing Middle Housing
House-scale buildings with multiple units in walkable neighborhoods. These building types, such as duplexes, fourplexes, cottage courts, and backyard cottages (accessory dwelling units), provide

diverse housing options and support locally-serving retail and public transportation options.

PROGRAM H2.2: Accessory Dwelling Unit (ADU) Program.

Develop tools to support uptake of accessory dwelling units production in Newark, in collaboration with Alameda County. Newark will comply with state law until the updated existing Accessory Dwelling unit ordinance is in compliance with state law.

Accessory Dwelling Unit Incentive Program. Develop a program to incentivize construction of ADUs that are deed-restricted for very low, low, and moderate income households.

Quantified Objective:	• Increase viability and uptake of accessory dwelling units though through a multi pronged approach. Develop an ADU calculator to be available for Newark residents, pre approved plans, and increase community outreach, in partnership with Alameda County. • Work to develop a series of incentives and a low interest loan program (if feasible in collaboration with Alameda County) to bring more ADU production for affordable rental housing to the city, specifically in areas that are identified as high in opportunity by the Tax Credit Allocation Committee. • Per SB 897, Increase height limits for detached accessory dwelling units on a lot with an existing multifamily or multistory building to 18 feet and 25 feet if the unit is attached to a primary dwelling. • Per AB 345, Accessory Dwelling units built or developed by non profit entities to be sold separately from the primary residence to a qualified buyer. • Remove parking requirements. • Revise ordinance to comply with state law.
Responsible Agency:	Community Development Department, Alameda County
Timeline:	IMMEDIATE: ADU Community outreach to begin in 2024, pre approved plans to be finalized by 2025. The Alameda County ADU Resource website will function as a resource for community members interested in constructing an ADU. The site currently includes an ADU calculator and in the future will include a how to handbook and instructional videos. The City will revise its ADU ordinance to comply with state law in 2024. MID-TERM: Accessory Dwelling Unit Incentive Program developed by June 30, 2026, with the goal of 144 very low, low and moderate income units with 25% in high opportunity areas, and 160 total units constructed

	during the housing element period.
Funding Source(s):	Community Development Maintenance Fund, Housing Impact Fee Fund

PROGRAM H2.3: Facilitate market-rate and affordable housing and promote neighborhood revitalization in the Four Corners area through increased mixed use development and walkability.

Quantified Objective:	Creation of a community guided plan for the Four Corners area (in between Lake-Rosemont and Mirabeau Neighborhoods), to bring housing and local retail to the area. The plan will consist of community engagement, with the objective of developing community-led decision making around housing, commercial space and public infrastructure improvements. As a key element of the community guided Four Corners area plan, the city will incorporate the Transit Oriented Communities (TOC) development policies and requirements as a portion of the Four Corners area is within a transit priority area. The Four Corners area is zoned for community commercial, which does not allow for residential development by right, but housing may be considered as a component of planned developments within these areas in the event a shopping center is reused. The regulations provided in AB2011 are available to property owners, to facilitate the redevelopment of older underutilized strip malls in the Four Corners area. For example, per state law AB2011, 4.5 acres of underutilized land can be developed with mixed income housing at 80 dwelling units per acre due to being within 0.5 miles of the proposed Ardenwood rail stop as part of the South Bay Connect rail realignment project. The community-guided plan will include zoning and site development standards that will incentivize the development of multi-unit housing, with a target of 360 units on existing commercial properties in the Four Corners area. As part of the plan, the City will establish or modify development standards to facilitate maximum densities.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Community outreach in 2024, MID TERM: neighborhood plan developed by June 30, 2025, rezoning completed by December 31, 2025
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H2.4: Universal Design Ordinance.

This program supports residential development that incorporates Universal Design features to meet the needs of as many users as possible. The intent is to reduce the potential for occupants to be displaced from their homes due to a disability, to allow those persons to visit neighboring dwelling units, and to increase the number of accessible dwelling units in the local housing supply that meet long term housing needs by creating a process that facilitates this type of accessible design.

Quantified Objective:	Develop a Universal Design ordinance for new construction of single family, accessory dwelling units, duplex and building 20 units or larger.
Responsible Agency:	Community Development Department, Building Division
Timeline:	MID-TERM: Program developed by June 30, 2025
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H2.5: Develop a local response to support people experiencing homelessness.

Develop a local response to support people experiencing homelessness, with specific attention to the racial disparities and large population of youth and families.

Quantified Objective:	The City of Newark adopted a resolution endorsing the Alameda County Home Together 2026 Implementation Plan to address homelessness. Newark is preparing a local homelessness plan intended to be consistent with the Home Together 2026 Plan, which will further the objectives of the County plan. The City will maintain a city webpage to (www.newark.org/residents/homelessness) provide a connection to resources for those at risk of, or experiencing homelessness. The City has responded to homelessness needs by proactively partnering with an affordable housing developer and services provider to create and support 124 units of housing for homeless households and people at risk of becoming homeless. To develop this plan, the City shall work with the appropriate homeless agencies, community stakeholders, and faith-based organizations to identify new strategies, funding, and opportunities to provide new emergency shelter and transitional housing options and address the needs of 40 unsheltered persons (in addition to the completed 124-unit HomeKey project) annually in need of emergency shelter or temporary housing.

Responsible Agency:	Community Development Department/City Manager's office
Timeline:	IMMEDIATE: Homelessness plan developed by the end of 2024
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H2.6: Work in Partnership with the Newark Unified School District

Work in partnership with the Newark Unified School District to plan for affordable housing production and build upon the existing partnership between the City of Newark and Newark Unified School District Liaison Committee. Collaborate to bring forward cohesive and implementable plans for District owned properties, and expand the accessibility of housing resources for families, educators and staff in the district. This program will also expand housing opportunities throughout the city, into high opportunity, predominantly single family neighborhoods.

Quantified Objective:	Develop a strategy in collaboration with the Newark Unified school district and the community on a long term development plan and funding for the redevelopment of school district owned sites. AB 2295 supports housing development on property owned by a local educational agency for teachers and staff on both active and vacant district owned properties. AB2295 establishes minimum standards for development, including a minimum of 10 units, deed restricted for affordability for 55 years and be offered to district teachers and staff. The units are required to be for low and moderate income households, with thirty percent of units required to be for very low incomes. The development standards are 35 feet, with a minimum density of 30 dwelling units per acre.
Responsible Agency:	Community Development Department, City Manager's office, Newark City Council, Newark Unified School District
Timeline:	MID-TERM: Program developed by end of year, 2025
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H2.7: Affordable Housing Development Fund

The city will provide financing for affordable housing construction of at least 343 lower-income units. They are sites 13,11,9 on the sites inventory. The housing will serve very low to moderate income households, with an emphasis on young families, key workers (teachers, first responders, etc.), individuals and families at risk of homelessness, people with disabilities and other special

housing needs, and low-income senior citizens.

- **SAHA Development: 6347-6375 Thornton Avenue**
  New construction with a total of 56 very low income units, with one on site management unit. 16 units are 3 bedroom units that are suitable for larger families, a housing priority for the city of Newark. The site is located along Thornton Ave, in a moderate resource area as defined by TCAC.
- **37660 Timber Street: Timber Senior Housing**
  New construction of 78 very low and low income housing units for seniors. The site is located in an area identified as a moderate resource area. The development is close to transit and services – less than a quarter of a mile to a bus station with easy access to downtown Newark and the Fremont and Union City BART stations. Near the site is a retail plaza with restaurants, dentists and optometry offices. The NewPark Mall is a five minute bus ride away and Newark Civic Center is less than a mile from Timber Street. The project is being funded by measure A funds, and a significant contribution from the city of Newark from the affordable housing fund. Construction is slated to begin in 2022.
- **Cedar Community Apartments at Towne Place Suites, Project Home Key development**
  As a Project Home Key development, the Cedar community apartments are the reuse of an existing extended stay hotel. The development will result in 124 supportive units affordable to extremely low-income households, with 12 units set aside for veterans and one manager's unit. Cedar Community Apartments is located in an area identified as high resource by TCAC in close proximity to schools, shopping and the Silliman Activity and Family Aquatic Center.

Quantified Objective:	Support the development of at least 343 lower-income units.
Responsible Agency:	Community Development Department, City Council
Timeline:	Ongoing
Funding Source(s):	Affordable Housing Impact Fee Fund, Alameda County Measure A1, Home Key Grant Funds, Launch Initiative

PROGRAM H2.8: Zoning for Missing Middle Housing Types.

Along with the implementation of SB 9 and SB 10 through Program H2.1, the City shall review and amend the Zoning Code and applicable design guidelines to encourage and promote a mix of dwelling types and sizes, specifically missing middle-density housing types (e.g. courtyard housing, duplexes, triplexes, fourplexes) to create housing for middle- and moderate-income households and increase the availability of affordable housing in a range of sizes to reduce displacement risk for residents living in overcrowded units or overpaying for housing.

Quantified Objective:	To remove constraints and better encourage small multi-family developments in the RS, RL, and RM zoning districts, particularly in the northeast area of the city, including Lake-Rosemont, Mirabeau, and Mayhews Landing neighborhoods, zoning text amendments will be implemented. Within 12 months of Housing Element Adoption, staff shall recommend a specific proposal to the city council for consideration and adoption to increase baseline density to at least 15 dwelling units to the acre in key high opportunity areas in RL zones. Recommendations would include amendments to zoning, appropriate development standards to facilitate maximum densities including but not limited to: eliminating minimum lot size requirements, reducing setbacks, and eliminating minimum unit size requirements. In addition, the city will adopt a development standard waiver system for cases when development standards may preclude development to the maximum allowable density. The City shall evaluate the effectiveness of meeting missing middle housing targets of these strategies in 2027, including but not limited to further increasing development intensity in RL zones within the following year to achieve more inclusive neighborhoods throughout the City. Zoning text amendments to may include, but are not limited to: ● Minimum Lot Size: 5,000 square feet for all building types. ● Minimum Lot Width: 50 feet for all building types. ● Parking Requirements: Parking requirements include a minimum of 1 space per unit for a multifamily dwelling outside the specific plan areas and mixed-use zones, Remove requirements for covered parking spaces, allow parking to be located within required setbacks, and remove guest parking requirements. ● Open Space Requirements: Review 400 square foot/unit requirement in RL zoning districts. ● Study feasible densities, identify sites, corridors, and neighborhoods for intensification. Develop a strategy to increase allowable densities to at least 15 du/ac, housing choices and affordability in RL and high opportunity areas with a target of 200 moderate-income units in the planning period (as noted in Program H2.1) Zoning text amendments will be implemented to support the overall strategy to encourage small, multi-family developments. The City shall evaluate the effectiveness of meeting missing middle housing targets of these strategies by 2027, including but not limited to further increasing development intensity in single family zones within the following year, to achieve more inclusive neighborhoods throughout the City.

Responsible Agency:	Community Development Department, City Council
Timeline:	IMMEDIATE: Community engagement and zoning changes by December 31, 2024
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H2.9: Area Specific Plans

NewPark Place Specific Plan The multi phase redevelopment of a shopping mall, will bring new mixed-use residential development to the area. The City worked closely with Brookfield on entitlements for Phase A, with plans for new mixed income housing and a Costco. Subsequent phases will include additional residential development, small scale retail and pedestrian infrastructure such as bike lanes and human scaled streets.

Though Phase A entitlements have now expired, the City will continue to partner with the developer to implement the Newpark Place Specific Plan to meet the affordable housing goals of the City of Newark.

The original entitled project included a total of 319 units, 29 of which would be affordable (4 very low, 9 low, and 16 moderate). The project included 3,700 square feet of ground floor retail, 12,900 square feet of amenities (such as a bike shop, club room, co-work space, and fitness center), a pool courtyard, and enclosed parking. Along Alpenrose Drive, the structures was planned to be six stories, with five residential levels over ground floor retail and amenities.

Old Town Specific Plan The Old Town Newark Specific Plan, adopted September 23rd 2021, sets forth a community informed plan to support public and private investments in the historic neighborhood. The planning area is envisioned as a mixed-use area that accommodates a range of housing types, retail and service business, expanded public spaces, and mobility improvements. To anticipate this development, this Specific Plan:

- Refines zoning regulations to align with market conditions and balance community desires for form and massing

- Develops programs to support investment in the community and continued affordability for people who live and work in the community today

- Identifies streetscape improvements for Thornton Avenue

- Provides scenarios and prototypes for how future development could build out in the Commercial Mixed Use (CMU) and Residential Medium (RM) Zoning designations

Zoning Amendments: Modifies zoning standards in the Commercial Mixed Use (CMU) and Residential Medium (RM) districts to align development standards, use requirements, and design standards with current market conditions and building types.

Streetscape Improvements: Identifies a streetscape plan for Thornton Avenue as a catalyst for neighborhood revitalization and investment of new housing. The streetscape plan will complement improvements in the private realm and create a safe destination for residents and visitors, whether on bike, foot, or in a vehicle.

Bayside Newark A Transit Oriented Development community to be built next to the proposed Dumbarton Commuter Rail station. Due to the proximity of high capacity transit, this area is also a

priority development area for Newark.

On 9/22/22, The City of Newark approved land use modifications proposed by Lennar Home Builder, FMC Corporation, and Integral Communities within the FMC Willow and Grand Park portion of the Bayside Newark Specific Plan area. The proposed modifications would redevelop the 22.1-acre site into a 370-unit multi-family community including 279 townhouse units, a 1.6-acre mixed-use area with 3,600 sq. ft. of retail, club room, fitness center, and 90 affordable units (plus 1 manager unit) within a 6-story building, a 5-acre community park (Grand Park), and a 1,485 sq. ft. community building, along with approx. 1.8 acres set aside for the future Dumbarton transit station.

The South Site of the project, known as "FMC Willow South", (Grand Park, PA 3, and PA 4) would include a 1,485 square foot community building, 123 multifamily units, and 92 townhomes for a total of 215 units. The 123 units would be UA Split (multifamily), and 92 would be UA Towns (townhomes). The UA Stacks would have 5 floorplans ranging from 1,696 square feet to 2,015 square feet. The UA Splits would have a standard option with 4 floorplans ranging from 1,307 square feet to 2,108 square feet and a 4-story option with 4 floorplans ranging from 1,307 square feet to 2,422 square feet. The homes would be 3-5 stories high.

Quantified Objective:	1,594 total units for the three specific plan areas. 147 very low, 101 low, 82 moderate and 1,263 above moderate units.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE, MID- and LONG-TERM: Development underway and though 2031
Funding Source(s):	Development within Area Specific Plans are privately financed. Community Development Maintenance Fund

PROGRAM H2.10: Single Room Occupancy Housing

In order to expand the housing options in Newark, the city will support a wider variety of housing types that would be accessible for low-income working people, retirees, people receiving disability payments and newcomers to the area. Single Room Occupancy (SRO) units provide small units for a single person, with shared amenities such as kitchens or bathrooms. Along with commitments in Program H4.10: Zoning Ordinance Amendments for Special Needs Housing, the City shall update the zoning code to facilitate the development of more SROs and small units.

Quantified Objective:	In order to support an increase in this housing type in the city, SROs will be permitted use in Residential Medium Density, Commercial Mixed Use and Residential High Density, with a priority for SRO development to occur along transit corridors. Review and update existing development standards (Chapter 17.26.230), including parking requirements, to ensure

	they are not a barrier to the development of SROs. City fees for SRO projects will remain in line with fees for multifamily projects.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: updates to land use regulations in zoning code by early 2024. SRO development standards and fee requirements to be reviewed and updated as necessary by December 2024.
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H2.11: Catalyze the development of small sites through a lot consolidation incentive program

The city commits to continuing improvement, evaluation, and adjustment of programs during the housing element cycle to ensure quantified objectives are being met.

Quantified Objective:	Implement a lot consolidation incentive program to catalyze development on small sites. The program would include deferring fees specifically for consolidation, expediting permit processing, providing flexible development standards such as setback requirements, reduced parking or increased heights, committing resources for development of affordable housing on small sites, and/or increasing allowable density or lot coverage. In addition, the city will adopt a development standard waiver system for cases when city requirements may preclude development on small sites.
Responsible Agency:	Community Development Department
Timeline:	MID-TERM: Review and implement in mid 2025
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H2.12: Ensure maximum residential densities are achievable

The city commits to annually review, and amend as necessary, the Municipal Code to ensure that maximum allowable densities are achievable on sites zoned for housing.

Quantified Objective:	Review, and amend as necessary, city requirements and development standards in all zones that allow residential development to ensure that maximum densities are achievable. This includes those standards and requirements related to maximum units per building, maximum building

	coverage, required open space per unit, minimum lot area, setbacks, height limits, parking (also see Program H3.5) and limits on allowable densities. Specifically, remove the MUP requirement for buildings over 35 feet in the RM and RH zones and review whether the 60-foot height limit in the CMU zone (outside of the Old Town Specific Plan area) is a constraint on development and make needed changes, or allowing for flexibility to achieve maximum allowable densities. The analysis will consider impacts on cost, supply, housing choice, affordability, timing, approval certainty and ability to achieve maximum densities and include programs to address identified constraints.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: City will initially review city requirements and development standards in 2024 and on an annual basis thereafter, and amend the appropriate requirements and standards as necessary to the Municipal Code.
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H3.1: Streamline Ministerial Approval Permit Procedures

The City will review and update its approval processes to ensure it accommodates streamlined applications, pursuant to Senate Bill 35.

Quantified Objective:	Prepare and publish administrative procedures by 2024 for the processing of housing developments eligible for streamlined review pursuant to SB 35. Assign a staff member to support the streamlined development review process. This staff person will be a point of contact for affordable housing developers that will work to create a clear and streamlined process.
Responsible Agency:	Community Development Department
Timeline:	MID-TERM: Prepare and publish new procedures by 2024, assign staff as necessary to achieve the objective by June 30, 2026
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H3.2: Develop objective design standards for single family and multi family developments and infill housing.

Identify parking standards, setbacks and height standards to facilitate development that is responsive to fluctuating costs and results in high quality design.

Quantified Objective:	Develop new objective design standards that result in designs that reflect the needs of the community while supporting new developments that are responsive to local ecological conditions and climate change while reducing development costs where applicable.
Responsible Agency:	Community Development Department
Timeline:	MID-TERM: Ordinance and zoning changes implemented by June 30, 2024
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H3.3: Assess and update impact fees

Assess and update impact fees as required to ensure that it is in line with neighboring jurisdictions and not a hindrance to development.

Quantified Objective:	The city will undergo a comprehensive impact fee study to assess and update the impact fee structure to reflect the needs of the community and ensure fee structure is in line with neighboring jurisdictions. • Currently the policy in the Old Town Specific Plan area is to temporarily reduce fees to encourage development. • The city will provide a fee waiver for senior and housing for people with disabilities
Responsible Agency:	Community Development Department/Finance Department
Timeline:	IMMEDIATE: Study would be part of the Affordable Housing work plan.
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H3.4: Adjust zoning to allow mixed use in current Commercial zones

In order to align zoning with planned development areas and associated policies of developing pedestrian friendly, walkable neighborhoods, the city proposes to utilize State laws SB6 and AB 2011 to encourage residential and mixed use developments in current commercial zones. A project proposed under SB 6 may be either a 100-percent residential project or a mixed-use project where at least 50 percent of the square footage is dedicated to residential uses. SB 6 projects are not exempt from CEQA but need not provide any affordable housing. SB 6 projects are required to pay prevailing wages and utilize a "skilled and trained workforce." Although there

is a possibility that including commercial space in a mixed use development could be viewed as a constraint, the community and City Council are interested in mixed use, walkable environments that support a variety of uses.

Quantified Objective:	Amend the City's Neighborhood Commercial and Community Commercial zones and land use code to create objective standards for mixed-uses and facilitate the redevelopment of commercial sites to mixed-use.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Program developed by June 30, 2025
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H3.5: Parking standards update and study

Parking can be a significant portion of the cost of developing new housing. Research and develop new parking standards for residential developments that align with neighboring jurisdictions and are reflective of the community needs and development costs. Although the Dumbarton rail project is proposed for Newark, there is no firm timeline for its development. Due to limited frequent public transportation in the city, many residents are car dependent in order to access employment and other basic needs which reflects the extent of parking reductions.

Quantified Objective:	Update the Zoning Ordinance to encourage infill development, including housing for persons with disabilities, senior housing, accessory dwelling units. Engage with the development community to discuss changes to parking minimums. Identify and implement parking requirement reductions in NMC 17.23.50, eliminating parking minimums for ADUs, and/or unbundled parking from the dwelling unit for large housing projects. Revised parking changes include: ● Senior Parking: Reduce from 1 space per unit to .5 spaces per unit ● Remove parking requirements for ADUs ● Two Unit Dwelling : Remove the guest parking requirement ● Multi Unit Dwelling: ○ Reduce covered parking requirement to 0.5 spaces per unit ○ Reduce guest parking to 0.25 spaces per unit ○ Reduce overall parking requirement for studios and one bedrooms to 1 space per unit. ○ Reduce 2-plus bedroom requirement to 1.5 spaces per unit with 0.25 spaces for guest parking. Provide more opportunities for alternatives to individual automobile such as: ● CAR SHARING

	One stall reduction for each stall dedicated and designated for use by a locally-operating car sharing program, such as Zipcar. • ON-STREET PARKING CREDIT One-half stall reduction for each new public, on-street parking stall provided as part of a project (through the installation of angled or perpendicular spaces with bulb-outs and curbs or other methods). • BICYCLE PARKING CREDIT One stall reduction for every five, non-required bicycle parking spaces provided on the site (beyond the standard requirements. Analyze and revise as necessary existing standards for SROs, small multifamily (Missing Middle), and shared parking.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Parking requirement updates in zoning code by mid 2025
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H3.6: By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" Sites.

Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element. The nine sites listed in Table 6-2 will be adjusted by text amendment to accommodate the lower income RHNA as needed.

Table 6-2: Assessors Parcels Numbers Subject to AB 139, 2022

Site Number	Assessor Parcel Number
8	92-30-16-2; 92-30-15-2; 92-30-17-2; 92-30-14-3; 92-30-18-4
9	92-31-15; 92-31-16-2
15	92A-900-1-2
16	92-29-13; 92-29-19-2; 92-29-18-2; 92-29-17-2; 92-29-16-2;92-51-2-3; 92-29-20-2; 92-51-5-3
17	92A-2125-17 92A-2125-11-2' 92A-2125-13
18	92A-2585-32
19	92-50-13

Site Number	Assessor Parcel Number
21	92-255-11
22	92A-2375-32
23	92-131-3; 92-131-2-4; 92-131-1-9

Quantified Objective:	602 total units, 304 very low and low income units, 67 moderate income units and 231 above moderate income units.
Responsible Agency:	Newark City Council, Community Development Department, Planning Commission
Timeline:	IMMEDIATE: Text amendment within one year of Housing Element Adoption
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H4.1: Develop Anti-Displacement Programs for the Old-Town Newark Specific Plan Area.

Quantified Objective:	Apply local preference ordinance to new residential development in the Old Town area. Convene an Old Town community working group composed of residents, youth and business owners in the neighborhood. This group will work with staff to develop neighborhood priorities for an anti displacement program for the Old Town Newark Specific Plan area that supports community residents and small businesses to stay in place.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Local preference policy, 2024. MID-TERM: Anti displacement implementation program developed by June 30, 2026
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H4.2: Develop a Tenant/Community Opportunity to Purchase Policy

Develop programs to support renters stay in their homes and create opportunities for home ownership through a Tenant Opportunity to Purchase or Community Opportunity to Purchase (COPA and TOPA). A TOPA/COPA policy can also facilitate homeownership for tenants by creating limited equity housing cooperatives or other ownership models, enabling increased

wealth-building opportunities for BIPOC communities who have historically been denied access to homeownership.

Work with community members, community-based, mission-driven entities, housing providers, real estate professionals, and other relevant stakeholders to review best practices and lessons learned to develop a report with recommendations for the implementation of a small sites program and COPA / TOPA policy in the City of Newark.

Quantified Objective:	The recommendations will include a framework for an ordinance, administrative and supportive policies, program process and design, community engagement plan, and identification of costs and funding sources for implementation.
Responsible Agency:	Community Development Department
Timeline:	MID-TERM: COPA and TOPA ordinance and program developed by June 30, 2026
Funding Source(s):	HOME funds

PROGRAM H4.3: Develop a Just Cause Eviction Ordinance

Just Cause ordinances prohibit landlords from ending a tenancy or evicting a tenant without a specific reason.

Quantified Objective:	Develop and implement a just cause eviction ordinance for the city to cover tenants under state law when AB 1482 expires in 2029. Support 15 low income residents per year to stay in their homes.
Responsible Agency:	Community Development Department, City Council
Timeline:	MID-TERM: Program developed by June 30, 2025
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H4.4: Small Sites Program

Develop a small sites funding funding program that enables nonprofit housing providers to acquire market-rate multifamily properties that are less than 25 units and convert these buildings to affordable housing.

Quantified Objective:	Develop an RFP for small sites program. Recipients of funding from the Small Sites Program sign a 55-year regulatory agreement that governs the income limits for tenants and rents that can be charged. The program will

	focus on the Old Town/ Central area, identified as vulnerable to displacement, and with higher concentrations of low income residents.
Responsible Agency:	Community Development Department
Timeline:	MID-TERM: Program developed by June 30, 2027
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H4.5: Connect Residents to Existing Shared Housing Programs

With community partners, connect residents to existing shared housing programs to support those in need of affordable housing and seniors in need of additional income to remain in their homes.

Quantified Objective:	Work to connect 20 residents per year to existing shared housing resource programs through non profit partners for Newark such as the Home Match program.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Program implemented by June 30, 2025
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H4.6: Support Tenant Stability Though Minimum Lease Terms and Relocation Assistance.

Quantified Objective:	Develop an ordinance outlining minimum lease terms and relocation assistance for renters
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Program developed by June 30, 2024
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H4.7: Identify Housing Opportunities For Those With Developmental Disabilities

Work with community partners such as the Housing Consortium of the East Bay, to identify scattered smaller parcels that would be suitable for affordable housing, and the inclusion of units in larger housing developments for those with developmental disabilities.

Quantified Objective:	20 units to increase housing opportunities for those with developmental disabilities in Newark.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Coordination with housing developers and community partners by June 30, 2024
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H4.8: Connect Residents with Foreclosure assistance.

Quantified Objective:	Connect residents with existing foreclosure prevention resources for Alameda County to stem the displacement of 20 low and moderate income residents. With a focus on Hispanic/ Latinx, Indigenous and Black residents.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Program support by June 30, 2024
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H4.9: No Net Loss of Units

To facilitate place-based revitalization for households at risk of displacement due to new development, the City will require replacement housing units subject to the requirements of Government Code, Section 65915, subdivision (c)(3), when any new development (residential, mixed use, or nonresidential) occurs on a site that has been occupied by or restricted for the use of lower income households at any time during the previous five years. This requirement applies to non-vacant sites and vacant sites with previous residential uses that have been vacated or demolished.

Quantified Objective:	Replace any of the units if (a) they are planned to be demolished for purposes of building new housing, and (b) they are determined to be occupied by low income residents.

Responsible Agency:	Community Development Department,
Timeline:	IMMEDIATE: The replacement requirement will be implemented immediately and applied as applications on identified sites are received and processed.
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H4.10: Zoning Ordinance Amendments for Special Needs Housing

The City of Newark, through its Zoning Ordinance, provides opportunities for special needs housing, including uses such as Group Residential, Residential Care Facilities, Single Room Occupancies, Supportive Housing, and Transitional Housing, and Emergency Shelters. However, the locations where these uses are allowed are limited. Along with commitments in Program H2.10, the City shall prepare and adopt the following amendments to the Zoning Ordinance to allow housing for special needs groups consistent with State law:

- Allow "low barrier navigation center" developments by right in mixed-use zones and nonresidential zones permitting multifamily uses, consistent with Government Code Section 65662.
- Allow for the by-right approval of 100 percent affordable developments that include a percentage of supportive housing units, either 25 percent or 12 units, whichever is greater, to be allowed without a conditional use permit or other discretionary review in all zoning districts where multifamily and mixed-use development is permitted, consistent with Government Code Section 65651(a).
- Ensure the identified zone has available sites with capacity to accommodate at least 32 shelter beds, using the methodology outlined in Government Code section 65583 subdivision (a)(4), and that the identified zones have sites located near amenities and services that serve people experiencing homelessness, which may include health care, transportation, retail, employment, and social services.
- Allow large Residential Care Facilities for 7 or more people as a permitted use in the Residential Low Density, Residential Medium Density, and Residential High Density zones. The facilities are subject to the same requirements as other residential uses of the same type in these zones.
- Expand the zones where single-room occupancy units (SROs) are a permitted use to RM, RH, and CMU districts.
- Allow employee and farmworker housing consistent with California Health and Safety Code Section 17021.5(b) Section 17021.6.
- Revise the definition of "emergency shelter" to include other interim interventions, including but not limited to, navigation centers, bridge housing, and respite or recuperative care, per Government Code 65583. The City will also confirm zones utilized for emergency shelters allow residential uses, confirm they have sufficient capacity and proximity to

services based on statutory formulas and review to ensure that the appropriate development standards are in place to encourage the development of emergency shelters.

- Revise the City's definition of "Family" in the municipal code to remove provisions requiring shared living expenses or maintaining a single lease or rental agreement.
- Review and revise the City's reasonable accommodation procedure to eliminate constraints for persons with disabilities, particularly the finding (a) that requires the request to be necessary "… due to the physical characteristics of the property and the proposed use or structure or other circumstances, including, but not limited to, topography, noise exposure, irregular property boundaries, or other unusual circumstance."

Quantified Objective:	Ensure compliance with State law
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Zoning amendments completed by October 26, 2024, including zoning related to emergency shelters within one year of adoption.
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H4.11: Scattered Site Housing for Persons Experiencing Homelessness

As funds become available, the City shall partner with other Alameda County cities and organizations like Bay Area Community Services (BACS) and Abode Housing to apply for funds to support the acquisition and conversion of single-family homes and hotels/motels to supportive shared housing for people experiencing homelessness. If the project is awarded funds and a partner organization acquires a property in Newark, the City will record a 55-year regulatory agreement against the subject property restricting the rents for extremely low-income households and establishing property maintenance and management standards. Staff will work with partners and the other participating cities to refine the program goals and secure matching funding from Alameda County HOME Consortium.

Quantified Objective:	Conversion of a Homekey-funded hotel containing 124 units for households experiencing homelessness and households at risk of homelessness was completed in 2023. Through a scattered-sites program, purchase 1-2 single-family properties in partnership with nonprofits utilizing available funds to provide extremely low-income housing units for persons experiencing homelessness, with a goal of identifying the majority of sites in high resource census tracts.
Responsible Agency:	Community Development Department
Timeline:	Homekey-funded hotel conversion will be complete in 2023. Scattered-site program compete in 2025-2026, subject to the availability of federal, state and local funding e.
Funding Source(s):	Federal, state, and local funding sources, including Lanterman Act funds or Project Homekey.

PROGRAM H5.1: First-Time Homebuyer Assistance

Bring home ownership within reach for Newark residents. Develop a BMR homeownership program, and down payment assistance programs, with a focus on first time home buyers and BIPOC residents with low home ownership rates. The City will participate in the Alameda County Housing & Community Development Department Mortgage Credit Certificate (MCC) and Down Payment Assistance (DPA) programs to provide down payment assistance to expand homeownership opportunities in Newark. Down payment assistance funds provided by the County may be used to leverage monies from other grants to provide additional assistance with the intent to make homeownership more attainable for families.

Quantified Objective:	The city will target an average of four households for down payment

	assistance each year, with a focus on recruitment of moderate income BIPOC households.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Program developed by June 30, 2024 as part of the Affordable Housing work plan
Funding Source(s):	Housing Impact Fee Fund, potentially CDBG funds.

PROGRAM H5.2: Affordable Housing Development Programs

Resolution 10184 to ensure an adequate amount of affordable housing through three programs.

1. **Percentage of Affordable Units to mitigate the effects of new development**. The city utilizes a percentage of units for very low, low and moderate income units to be included in the development of new housing.
2. **Density Bonus Law.** The city will offer developers the opportunity to utilize the state density Density Bonus (Section 17.19) for an increase in housing units affordable to very low, low and moderate income households or seniors. Concessions are also available under the density bonus law such as reduced parking standards and setbacks, and allowing tandem or uncovered parking.
3. **Affordable Housing fee program.** This ordinance is codified in Chapter 17.18 of the Municipal Code. The fee is based on square footage of the project: The fee is calculated per square foot for floor area above 1,000 square feet, excluding garages, carports or common areas.

Quantified Objective:	778 housing units over the period of the Housing Element. 326 very low, 326 low income units, 126 moderate units
Responsible Agency:	Community Development Department, City Council
Timeline:	Ongoing from existing program
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H5.3: Public Lands for dedicated affordable housing.

The city, in compliance with the Surplus Land Act will develop and implement programs and policies to further Increase the utilization of public land for affordable housing with particular emphasis in high resource and gentrifying areas to support housing mobility and anti displacement efforts.

Quantified Objective:	1. Rezone PF (Public Facility) zoned land to allow affordable housing as a permitted use, by-right. 2. Rezone publicly owned land, from Single Family to Mid rise Residential for the development of 20 new housing units targeted for disabled, single parent and low and moderate income households. 3. Develop a public land framework / policy that enables a coordinated interagency approach to public land reuse. 4. Maintain long-term ownership of public sites to ensure permanent affordability and long-term financial benefits. 5. Work with the school district to reuse excess and underutilized school sites and meet the needs of the local education workforce for the creation of 50 new units of housing for low and moderate income households. 6. Consider interim uses of public sites that can provide amenities to the community (e.g., housing for those experiencing homelessness, art installations and non profit art spaces) 7. The City shall also continue to monitor the status of available land owned by other public agencies and actively work with developers that may wish to develop such properties for affordable housing.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Public land framework developed by June 30, 2025, rezonings to occur by December 31, 2025
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H5.4: Affordable Housing Overlay Zone

Develop an affordable housing overlay zone to incentivize the construction of affordable housing for very low, low, and moderate income households in targeted areas.

Quantified Objective:	Work to develop a series of incentives such as reduced parking requirements, and fast tracked permitting to bring increased production of affordable rental housing to the Four Corners area and other high opportunity areas of the city.
Responsible Agency:	Community Development Department
Timeline:	MID-TERM: Program developed by June 30, 2026
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H6.1: In Response to Multi-Year Drought Conditions, Support a Community Reduction of Local Water Usage

Quantified Objective:	Develop a city wide water wise garden challenge, partner with local non profit organizations and city departments to support the transformation yards and medians with drought tolerant plants. Update municipal code to incorporate language on drought resistant landscaping.
Responsible Agency:	Public Works Department, Community Development Department
Timeline:	MID-TERM: Program developed by June 30, 2026
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H6.2: Encourage Water Utilities to Participate in BayREN's Water Upgrades $ave Program

In order to make water efficiency improvements available to residents at little-to-no up-front cost. Provide information to residents on incentives for energy efficiency and electrification from organizations such as PG&E, BayREN, and others.

Quantified Objective:	Provide information in citywide mailings twice a year and post on City of Newark website and social media outlets.
Responsible Agency:	Community Development Department, Public Works Department
Timeline:	MID-TERM: Program developed by June 30, 2025
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H6.3: Cool Roofs for Cool Homes

In response to increased urban heat events, work to ensure that homes are incorporating designs to support cooler interiors.

Quantified Objective:	Amend the City's building ordinance to exceed Title 24 standards by requiring cool roofs for all new or replacement roofs.
Responsible Agency:	Community Development Department, Public Works Department
Timeline:	IMMEDIATE: Program developed by June 30, 2025

Funding Source(s):	Community Development Maintenance Fund

PROGRAM H6.4: Flood Risk Disclosure for New Development

As a significant portion of Newark falls within the 100 and 500 year flood plain, ensuring that development is built in response to climate change.

Quantified Objective:	Require developments in the flooding and other high-risk inundation areas to disclose flood risks and identify appropriate flood mitigation actions for incorporation into project design.
Responsible Agency:	Community Development Department, Public Works Department
Timeline:	MID-TERM: Program developed by June 30, 2025
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H7.1: Training for Voucher Program and Landlord Responsibilities

Develop training programs in collaboration with Alameda County Housing Authority for property owners to understand the housing choice voucher program and landlord responsibilities.

Quantified Objective:	Hold two workshops annually for rental property owners/managers
Responsible Agency:	Community Development Department
Timeline:	MID-TERM: Program developed by June 30, 2025
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H7.2: Increase City Access, and Partner With Community Organizations To Ensure That Community Members Have Access To Tenant Rights Information and Fair Housing In Multiple Languages.

Expand education and outreach on fair housing laws and source of income discrimination to landlords, property owners with accessory dwelling units, and property owners seeking building permits for rental properties.

Quantified Objective:	• Cocreation of tenants rights information in collaboration with local community organizations made accessible in culturally relevant ways and in a variety of formats such as videos, flyers, social media and public workshops. • The city is working to install and implement the community development information module on the city's website. The city expects to have this operational by the end of 2023 or early 2024. The City has launched a service called "TextMyGov" which is a streamlined way to interact with community members on various topics and services. Users can send questions or concerns via text on mobile devices. Responses are provided via a return text with links to additional information and city services. Users can also register to receive push notifications via text on various city topics such as general city affairs (in English and Spanish), City Council meetings, and community events.
Responsible Agency:	Community Development Department
Timeline:	IMMEDIATE: Program implemented by June 30, 2024
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H7.3: Work with Newark Unified School District to Distribute Housing Resources

Work with Newark Unified School District to distribute housing resources to families enrolled in the district per state law AB27 that directs schools, including charter schools to identify homeless children and youth, requires annual staff training, and mandatory website postings of resources.

Quantified Objective:	Information on housing resources and general family support resources for district families distributed through multiple sources to increase accessibility and that families are connected with housing resources for those experiencing homelessness. Translated into relevant languages for families in Newark. An example would be information published on the website.
Responsible Agency:	City of Newark Homeless Committee, Newark Unified School District
Timeline:	MID-TERM: Program developed by June 30, 2025
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H7.4: Affirmatively Market Affordable Housing

Affirmatively market affordable housing rental and for sale units, through the online affordable housing listing portals such as the Alameda Housing Portal, Doorway and elsewhere, to underrepresented groups such as people with disabilities, extremely low income households and BIPOC households.

Quantified Objective:	Information on housing resources and general family support resources for district families distributed through multiple sources to increase accessibility and that families are connected with housing resources for those experiencing homelessness. Translated into relevant languages for families in Newark. An example would be information published on the website.
Responsible Agency:	Community Development Department, City of Newark Homeless Committee, Newark Unified School District
Timeline:	MID-TERM: Program developed by June 30, 2025
Funding Source(s):	Housing Impact Fee Fund

PROGRAM H7.5: Monitor housing programs through a mid-cycle review

The city commits to continuing improvement, evaluation, and adjustment of programs during the housing element cycle to ensure quantified objectives are being met.

Quantified Objective:	Review quantified objectives for housing construction, rehabilitation, and conservation
Responsible Agency:	Community Development Department
Timeline:	MID-TERM: Programs reviewed by end of 2026
Funding Source(s):	Community Development Maintenance Fund

PROGRAM H7.6: Monitor annual progress towards meeting the City's RHNA goals

The city commits to continuing improvement, evaluation, and adjustment of programs during the

housing element cycle to ensure progress is being made toward the City's RHNA goals.

Quantified Objective:	Monitor housing sites, residential development and future development potential, and programs annually. Survey property owners of sites in the sites inventory to stay current on the project viability and development climate. Report findings through the Annual Progress Report. Make adjustments to programs as needed.
Responsible Agency:	Community Development Department
Timeline:	ANNUALLY: The city will evaluate planned, approved and pending projects for progress toward completion every other year and if necessary, take alternative actions (e.g., additional sites or rezoning) within one year.
Funding Source(s):	Community Development Maintenance Fund

Quantified Objectives

One of the requirements of State law (California Government Code Section 65583[b]) is that the Housing Element contain quantified objectives for the maintenance, preservation, improvement, and development of housing. State law recognizes that the total housing needs identified by a community may exceed available resources and the community's ability to satisfy this need. Under these circumstances, the quantified objectives need not be identical to the total housing needs. The quantified objectives shown in Table 6-3 represent targets. They are estimates based on experience, anticipated funding levels, and housing market conditions. The quantified objectives are not designed to be minimum requirements. The quantified objectives are based largely upon implementation programs that have measurable outcomes. However, the Housing Element contains several policies and implementation programs that reduce barriers and create opportunities for affordable housing. These policies and programs are essential to meeting the City's housing needs but are more qualitative and difficult to quantify.

Table 6-3: List of Quantified Objectives for the 2023 to 2031 Planning Period

Action	Very Low	Low	Moderate	Above Moderate	Total
RHNA	**464**	**268**	**318**	**824**	**1,874**
New Construction					
Pipeline Projects	274	66	26	891	1,257
Program H2.1 and H2.8 Missing Middle			200		200
Program H2.2 Accessory Dwelling Units	48	48	48	16	160
Rehabilitation					
Program H1.1 Housing Rehabilitation and Repair[14]	34	34	34		102
Program H1.2 Rental Inspection and Repair	32	32	32		96
Conservation, Preservation, + Assistance					
Program H4.3 Tenant Protections	50	40	30		120
Program H4.8 and H5.1 First Time Home Buyer and Foreclosure		10	14		24
Program H4.7 Disability	10	10			20
Program H4.5 Shared Housing	80	80			160

Source: City of Newark, 2023

[14] Community Development Block Grant Status Report. April 5, 2023. An average of 9 units per year in a 10 year period.

APPENDIX A HOUSING NEEDS

HOUSING NEEDS DATA REPORT: NEWARK

ABAG/MTC Staff and Baird + Driskell Community Planning

2021-04-02

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1 INTRODUCTION

The Bay Area continues to see growth in both population and jobs, which means more housing of various types and sizes is needed to ensure that residents across all income levels, ages, and abilities have a place to call home. While the number of people drawn to the region over the past 30 years has steadily increased, housing production has stalled, contributing to the housing shortage that communities are experiencing today. In many cities, this has resulted in residents being priced out, increased traffic congestion caused by longer commutes, and fewer people across incomes being able to purchase homes or meet surging rents.

The 2023-2031 Housing Element Update provides a roadmap for how to meet our growth and housing challenges. Required by the state, the Housing Element identifies what the existing housing conditions and community needs are, reiterates goals, and creates a plan for more housing. The Housing Element is an integral part of the General Plan, which guides the policies of Newark.

2 SUMMARY OF KEY FACTS

- **Population** – Generally, the population of the Bay Area continues to grow because of natural growth and because the strong economy draws new residents to the region. The population of Newark increased by 15.3% from 2000 to 2020, which is above the growth rate of the Bay Area.

- **Age** – In 2019, Newark's youth population under the age of 18 was 10,015 and senior population 65 and older was 6,038. These age groups represent 21.2% and 12.8%, respectively, of Newark's population.

- **Race/Ethnicity** – In 2020, 23.7% of Newark's population was White while 3.9% was African American, 33.9% was Asian, and 34.8% was Latinx. People of color in Newark comprise a proportion above the overall proportion in the Bay Area as a whole.[1]

- **Employment** – Newark residents most commonly work in the *Manufacturing, Wholesale & Transportation* industry. From January 2010 to January 2021, the unemployment rate in Newark decreased by 3.7 percentage points. Since 2010, the number of jobs located in the jurisdiction increased by 4,650 (29.9%). Additionally, the jobs-household ratio in Newark has increased from 1.33 in 2002 to 1.49 jobs per household in 2018.

- **Number of Homes** – The number of new homes built in the Bay Area has not kept pace with the demand, resulting in longer commutes, increasing prices, and exacerbating issues of displacement and homelessness. The number of homes in Newark increased, 11.2% from 2010 to 2020, which is *above* the growth rate for Alameda County and *above* the growth rate of the region's housing stock during this time period.

- **Home Prices** – A diversity of homes at all income levels creates opportunities for all Newark residents to live and thrive in the community.

    - **Ownership** The largest proportion of homes had a value in the range of $750k-$1M in 2019. Home prices increased by 133.9% from 2010 to 2020.

    - **Rental Prices** – The typical contract rent for an apartment in Newark was $2,110 in 2019. Rental prices increased by 61.1% from 2009 to 2019. To rent a typical apartment without cost burden, a household would need to make $84,720 per year.[2]

- **Housing Type** – It is important to have a variety of housing types to meet the needs of a community today and in the future. In 2020, 69.6% of homes in Newark were single family detached, 9.5% were single family attached, 4.4% were small multifamily (2-4 units), and 16.5% were medium or large multifamily (5+ units). Between 2010 and 2020, the number of single-family units increased more than multi-family units. Generally, in Newark, the share of the

[1] The Census Bureau's American Community Survey accounts for ethnic origin separate from racial identity. The numbers reported here use an accounting of both such that the racial categories are shown exclusive of Latinx status, to allow for an accounting of the Latinx population regardless of racial identity. The term Hispanic has historically been used to describe people from numerous Central American, South American, and Caribbean countries. In recent years, the term Latino or Latinx has become preferred. This report generally uses Latinx, but occasionally when discussing US Census data, we use Hispanic or Non-Hispanic, to clearly link to the data source.
[2] Note that contract rents may differ significantly from, and often being lower than, current listing prices.

housing stock that is detached single family homes is above that of other jurisdictions in the region.

- **Cost Burden** – The U.S. Department of Housing and Urban Development considers housing to be affordable for a household if the household spends less than 30% of its income on housing costs. A household is considered "cost-burdened" if it spends more than 30% of its monthly income on housing costs, while those who spend more than 50% of their income on housing costs are considered "severely cost-burdened." In Newark, 19.2% of households spend 30%-50% of their income on housing, while 12.4% of households are severely cost burden and use the majority of their income for housing.

- **Displacement/Gentrification** – According to research from The University of California, Berkeley, 0.0% of households in Newark live in neighborhoods that are susceptible to or experiencing displacement, and 0.0% live in areas at risk of or undergoing gentrification. 31.8% of households in Newark live in neighborhoods where low-income households are likely excluded due to prohibitive housing costs. There are various ways to address displacement including ensuring new housing at all income levels is built.

- **Neighborhood** – 9.7% of residents in Newark live in neighborhoods identified as "Highest Resource" or "High Resource" areas by State-commissioned research, while 11.0% of residents live in areas identified by this research as "Low Resource" or "High Segregation and Poverty" areas. These neighborhood designations are based on a range of indicators covering areas such as education, poverty, proximity to jobs and economic opportunities, low pollution levels, and other factors.[3]

- **Special Housing Needs** – Some population groups may have special housing needs that require specific program responses, and these groups may experience barriers to accessing stable housing due to their specific housing circumstances. In Newark, 7.6% of residents have a disability of any kind and may require accessible housing. Additionally, 18.7% of Newark households are larger households with five or more people, who likely need larger housing units with three bedrooms or more. 11.8% of households are female-headed families, which are often at greater risk of housing insecurity.

> ***Note on Data***
>
> *Many of the tables in this report are sourced from data from the Census Bureau's American Community Survey or U.S. Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy (CHAS) data, both of which are samples and as such, are subject to sampling variability. This means that data is an estimate, and that other estimates could be possible if another set of respondents had been reached. We use the five-year release to get a*

[3] For more information on the "opportunity area" categories developed by HCD and the California Tax Credit Allocation Committee, see this website: https://www.treasurer.ca.gov/ctcac/opportunity.asp. The degree to which different jurisdictions and neighborhoods have access to opportunity will likely need to be analyzed as part of new Housing Element requirements related to affirmatively furthering fair housing. ABAG/MTC will be providing jurisdictions with technical assistance on this topic this summer, following the release of additional guidance from HCD.

larger data pool to minimize this "margin of error" but particularly for the smaller cities, the data will be based on fewer responses, and the information should be interpreted accordingly.

Additionally, there may be instances where there is no data available for a jurisdiction for particular data point, or where a value is 0 and the automatically generated text cannot perform a calculation. In these cases, the automatically generated text is "NODATA." Staff should reword these sentences before using them in the context of the Housing Element or other documents.

Note on Figures

Any figure that does not specify geography in the figure name represents data for Newark.

3 LOOKING TO THE FUTURE: REGIONAL HOUSING NEEDS

3.1 Regional Housing Needs Determination

The Plan Bay Area 2050[4] Final Blueprint forecasts that the nine-county Bay Area will add 1.4 million new households between 2015 and 2050. For the eight-year time frame covered by this Housing Element Update, the Department of Housing and Community Development (HCD) has identified the region's housing need as 441,176 units. The total number of housing units assigned by HCD is separated into four income categories that cover housing types for all income levels, from very low-income households to market rate housing.[5] This calculation, known as the Regional Housing Needs Determination (RHND), is based on population projections produced by the California Department of Finance as well as adjustments that incorporate the region's existing housing need. The adjustments result from recent legislation requiring HCD to apply additional adjustment factors to the baseline growth projection from California Department of Finance, in order for the regions to get closer to healthy housing markets. To this end, adjustments focus on the region's vacancy rate, level of overcrowding and the share of cost burdened households, and seek to bring the region more in line with comparable ones.[6] These new laws governing the methodology for how HCD calculates the RHND resulted in a significantly higher number of housing units for which the Bay Area must plan compared to previous RHNA cycles.

3.2 Regional Housing Needs Allocation

A starting point for the Housing Element Update process for every California jurisdiction is the Regional Housing Needs Allocation or RHNA – the share of the RHND assigned to each jurisdiction by the Association of Bay Area Governments (ABAG). State Housing Element Law requires ABAG to develop a methodology that calculates the number of housing units assigned to each city and county and distributes each jurisdiction's housing unit allocation among four affordability levels. For this RHNA cycle, the RHND increased by 135%, from 187,990 to 441,776. For more information on the RHNA process this cycle, see ABAG's website: https://abag.ca.gov/our-work/housing/rhna-regional-housing-needs-allocation

Almost all jurisdictions in the Bay Area are likely to receive a larger RHNA this cycle compared to the last cycle, primarily due to changes in state law that led to a considerably higher RHND compared to previous cycles.

In January 2021, ABAG adopted a Draft RHNA Methodology, which is currently being reviewed by HCD. For Newark, the proposed RHNA to be planned for this cycle is 1,874 units, a slated increase from the last cycle. **Please note that the previously stated figures are merely illustrative, as ABAG has yet to issue Final RHNA allocations. The Final RHNA allocations that local jurisdictions will use for their**

---

[4] Plan Bay Area 2050 is a long-range plan charting the course for the future of the nine-county San Francisco Bay Area. It covers four key issues: the economy, the environment, housing and transportation

[5] HCD divides the RHND into the following four income categories:
Very Low-income: 0-50% of Area Median Income
Low-income: 50-80% of Area Median Income
Moderate-income: 80-120% of Area Median Income
Above Moderate-income: 120% or more of Area Median Income

[6] For more information on HCD's RHND calculation for the Bay Area, see this letter sent to ABAG from HCD on June 9, 2020: https://www.hcd.ca.gov/community-development/housing-element/docs/abagrhna-final060920(r).pdf

Housing Elements will be released at the end of 2021. The potential allocation that Newark would receive from the Draft RHNA Methodology is broken down by income category as follows:

Table 1: Illustrative Regional Housing Needs Allocation from Draft Methodology

Income Group	Newark Units	Alameda County Units	Bay Area Units	Newark Percent	Alameda County Percent	Bay Area Percent
Very Low Income (<50% of AMI)	464	23606	114442	24.8%	26.5%	25.9%
Low Income (50%-80% of AMI)	268	13591	65892	14.3%	15.3%	14.9%
Moderate Income (80%-120% of AMI)	318	14438	72712	17.0%	16.2%	16.5%
Above Moderate Income (>120% of AMI)	824	37362	188130	44.0%	42.0%	42.6%
Total	1874	88997	441176	100.0%	100.0%	100.0%

Source: Association of Bay Area Governments Methodology and tentative numbers were approved by ABAG's Executive board on January 21, 2021 (Resolution No. 02-2021). The numbers were submitted for review to California Housing and Community Development in February 2021, after which an appeals process will take place during the Summer and Fall of 2021.
THESE NUMBERS SHOULD BE CONSIDERED PRELIMINARY AND SUBJECT TO CHANGE PER HCD REVIEW

4 POPULATION, EMPLOYMENT AND HOUSEHOLD CHARACTERISTICS

4.1 Population

The Bay Area is the fifth-largest metropolitan area in the nation and has seen a steady increase in population since 1990, except for a dip during the Great Recession. Many cities in the region have experienced significant growth in jobs and population. While these trends have led to a corresponding increase in demand for housing across the region, the regional production of housing has largely not kept pace with job and population growth. Since 2000, Newark's population has increased by 15.3%; this rate is above that of the region as a whole, at 14.8%. In Newark, roughly 9.5% of its population moved during the past year, a number 3.9 percentage points smaller than the regional rate of 13.4%.

Table 2: Population Growth Trends

Geography	1990	1995	2000	2005	2010	2015	2020
Newark	37861	39681	42471	43522	42573	44371	48966
Alameda County	1276702	1344157	1443939	1498963	1510271	1613528	1670834
Bay Area	6020147	6381961	6784348	7073912	7150739	7595694	7790537

Universe: Total population
Source: California Department of Finance, E-5 series
For more years of data, please refer to the Data Packet Workbook, Table POPEMP-01.

In 2020, the population of Newark was estimated to be 48,966 (see Table 2). From 1990 to 2000, the population increased by 12.2%, while it increased by 0.2% during the first decade of the 2000s. In the most recent decade, the population increased by 15.0%. The population of Newark makes up 2.9% of Alameda County.[7]

[7] To compare the rate of growth across various geographic scales, Figure 1 shows population for the jurisdiction, county, and region indexed to the population in the year 1990. This means that the data points represent the population growth (i.e. percent change) in each of these geographies relative to their populations in 1990.

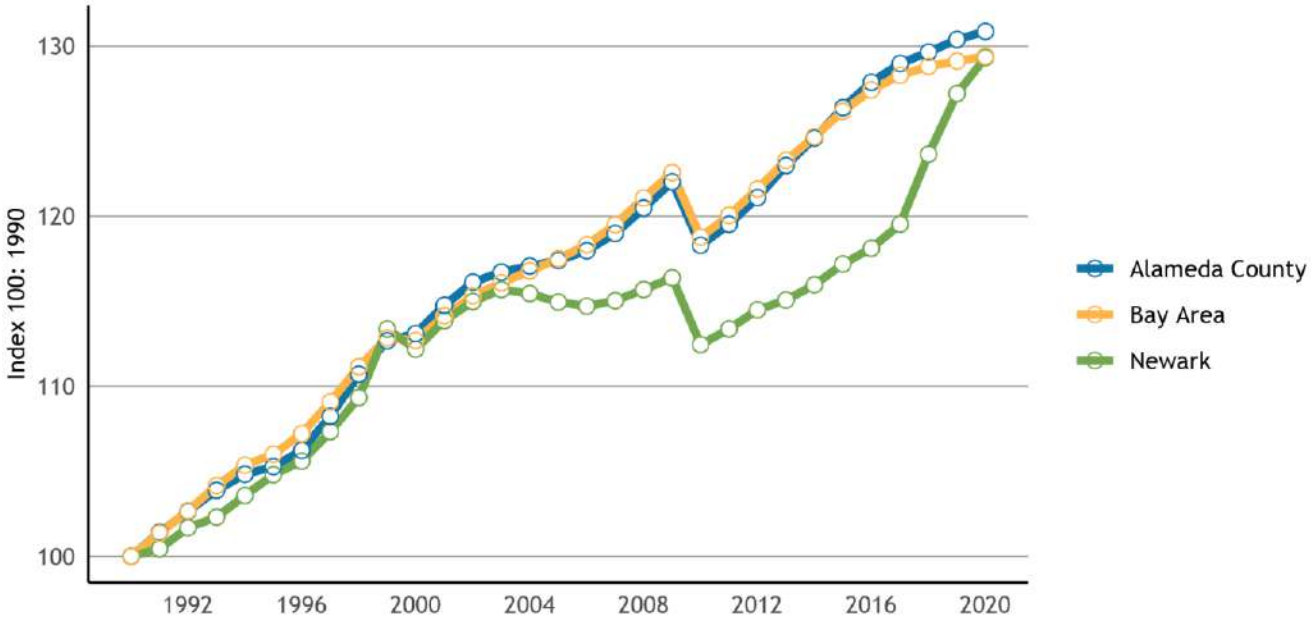


Figure 1: Population Growth Trends

Source: California Department of Finance, E-5 series Note: The data shown on the graph represents population for the jurisdiction, county, and region indexed to the population in the first year shown. The data points represent the relative population growth in each of these geographies relative to their populations in that year.
For some jurisdictions, a break may appear at the end of each decade (1999, 2009) as estimates are compared to census counts. DOF uses the decennial census to benchmark subsequent population estimates.
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-01.

4.2 Age

The distribution of age groups in a city shapes what types of housing the community may need in the near future. An increase in the older population may mean there is a developing need for more senior housing options, while higher numbers of children and young families can point to the need for more family housing options and related services. There has also been a move by many to age-in-place or downsize to stay within their communities, which can mean more multifamily and accessible units are also needed.

In Newark, the median age in 2000 was 32.2; by 2019, this figure had increased, landing at around 37 years. More specifically, the population of those under 14 has decreased since 2010, while the 65-and-over population has increased (see Figure 2).

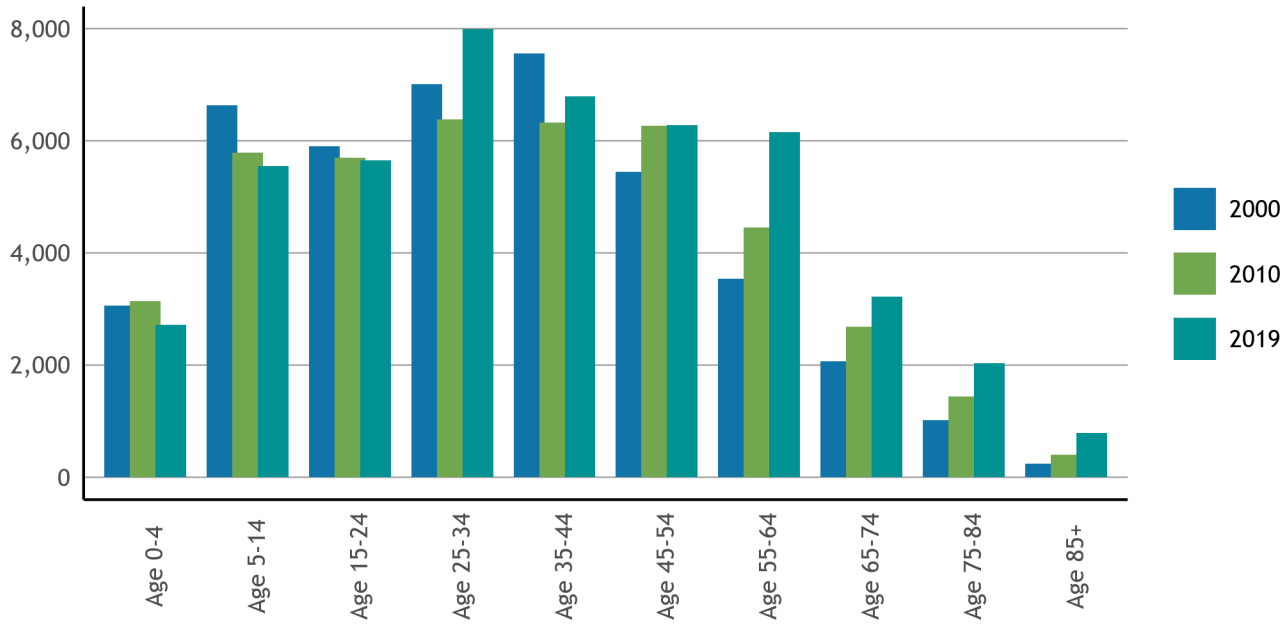


Figure 2: Population by Age, 2000-2019

Universe: Total population
Source: U.S. Census Bureau, Census 2000 SF1, Table P12; U.S. Census Bureau, Census 2010 SF1, Table P12; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-04.

Looking at the senior and youth population by race can add an additional layer of understanding, as families and seniors of color are even more likely to experience challenges finding affordable housing. People of color[8] make up 51.4% of seniors and 73.8% of youth under 18 (see Figure 3).

[8] Here, we count all non-white racial groups

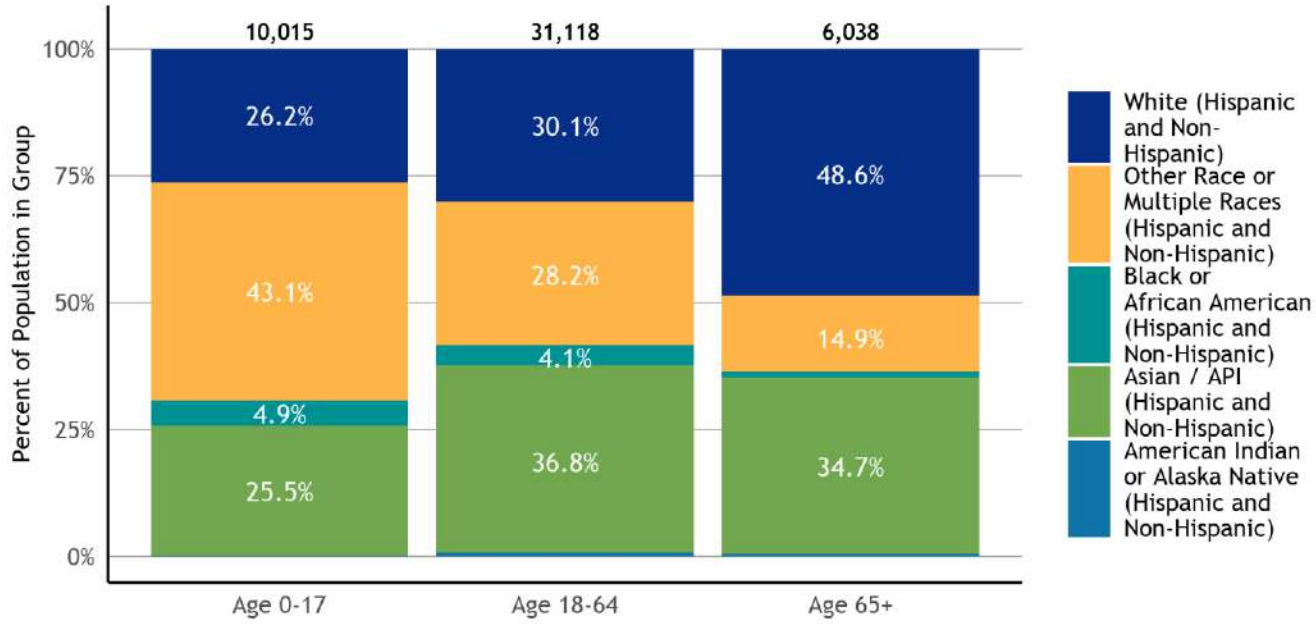


Figure 3: Senior and Youth Population by Race

Universe: Total population
Notes: In the sources for this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity, and an overlapping category of Hispanic / non-Hispanic groups has not been shown to avoid double counting in the stacked bar chart.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001(A-G)
For the data table behind this figure, please refer to the Data Packet Workbook, Table SEN-02.

4.3 Race and Ethnicity

Understanding the racial makeup of a city and region is important for designing and implementing effective housing policies and programs. These patterns are shaped by both market factors and government actions, such as exclusionary zoning, discriminatory lending practices and displacement that has occurred over time and continues to impact communities of color today[9]. Since 2000, the percentage of residents in Newark identifying as White has decreased – and by the same token the percentage of residents of all *other* races and ethnicities has *increased* – by 18.6 percentage points, with the 2019 population standing at 11,168 (see Figure 4). In absolute terms, the *Asian / API, Non-Hispanic* population increased the most while the *White, Non-Hispanic* population decreased the most.

[9] See, for example, Rothstein, R. (2017). The color of law : a forgotten history of how our government segregated America. New York, NY & London, UK: Liveright Publishing.

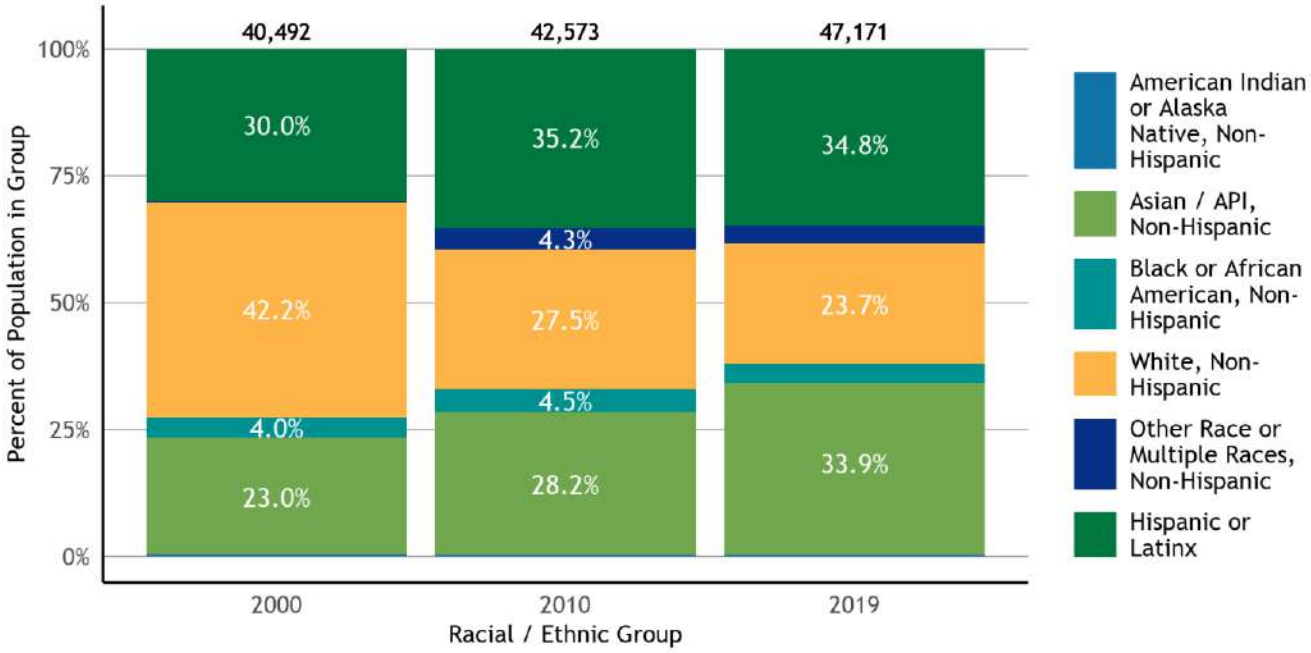


Figure 4: Population by Race, 2000-2019

Universe: Total population
Notes: Data for 2019 represents 2015-2019 ACS estimates. The Census Bureau defines Hispanic/Latinx ethnicity separate from racial categories. For the purposes of this graph, the "Hispanic or Latinx" racial/ethnic group represents those who identify as having Hispanic/Latinx ethnicity and may also be members of any racial group. All other racial categories on this graph represent those who identify with that racial category and do not identify with Hispanic/Latinx ethnicity.
Source: U.S. Census Bureau, Census 2000, Table P004; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B03002
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-02.

4.4 Employment Trends

4.4.1 Balance of Jobs and Workers

A city houses employed residents who either work in the community where they live or work elsewhere in the region. Conversely, a city may have job sites that employ residents from the same city, but more often employ workers commuting from outside of it. Smaller cities typically will have more employed residents than jobs there and export workers, while larger cities tend to have a surplus of jobs and import workers. To some extent the regional transportation system is set up for this flow of workers to the region's core job centers. At the same time, as the housing affordability crisis has illustrated, local imbalances may be severe, where local jobs and worker populations are out of sync at a sub-regional scale.

One measure of this is the relationship between *workers* and *jobs*. A city with a surplus of workers "exports" workers to other parts of the region, while a city with a surplus of jobs must conversely "import" them. Between 2002 and 2018, the number of jobs in Newark increased by 15.3% (see Figure 5).

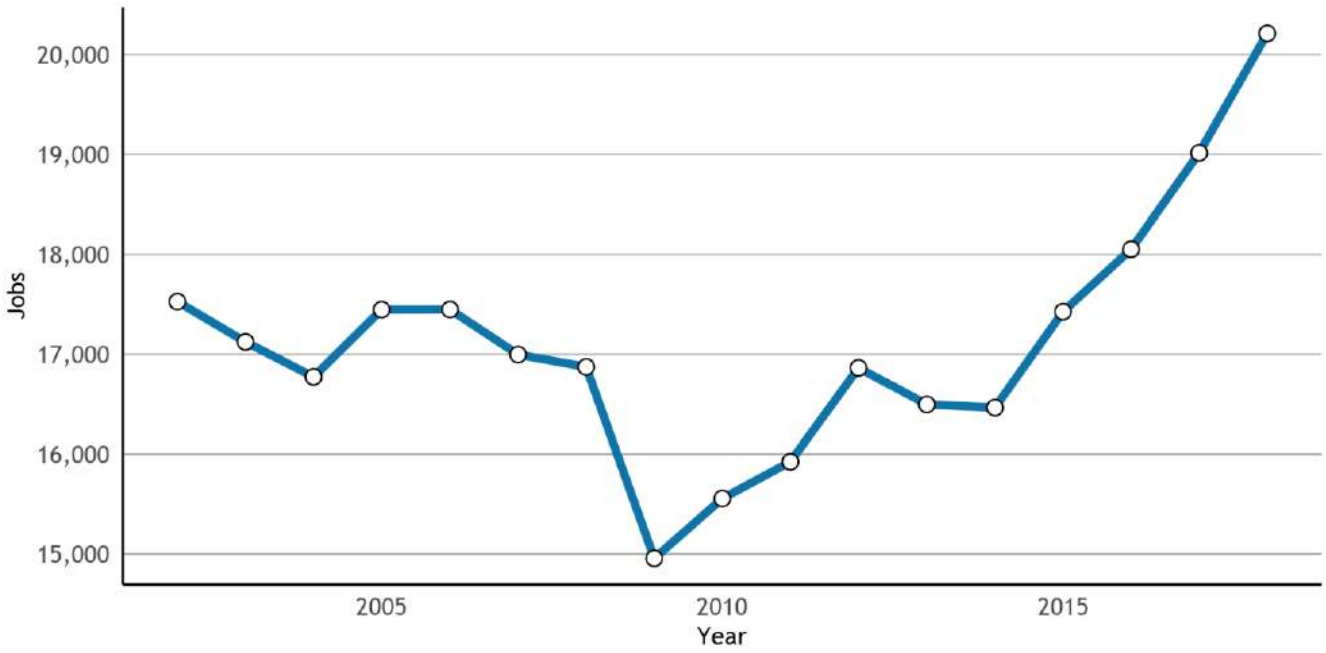


Figure 5: Jobs in a Jurisdiction

Universe: Jobs from unemployment insurance-covered employment (private, state and local government) plus United States Office of Personnel Management-sourced Federal employment
Notes: The data is tabulated by place of work, regardless of where a worker lives. The source data is provided at the census block level. These are crosswalked to jurisdictions and summarized.
Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics, Workplace Area Characteristics (WAC) files, 2002-2018
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-11.

There are 17,935 employed residents, and 17,168 jobs[10] in Newark - the ratio of jobs to resident workers is 0.96; Newark is *a net exporter of workers*.

Figure 6 shows the balance when comparing jobs to workers, broken down by different wage groups, offering additional insight into local dynamics. A community may offer employment for relatively low-income workers but have relatively few housing options for those workers - or conversely, it may house residents who are low wage workers but offer few employment opportunities for them. Such relationships may cast extra light on potentially pent-up demand for housing in particular price categories. A relative *surplus* of jobs relative to residents in a given wage category suggests the need to import those workers, while conversely, surpluses of workers in a wage group relative to jobs means the community will export those workers to other jurisdictions. Such flows are not inherently bad, though over time, sub-regional imbalances may appear. Newark has more low-wage *jobs* than low-wage *residents* (where low-wage refers to jobs paying less than $25,000). At the other end of the wage

[10] Employed *residents* in a jurisdiction is counted by place of residence (they may work elsewhere) while *jobs* in a jurisdiction are counted by place of work (they may live elsewhere). The jobs may differ from those reported in Figure 5 as the source for the time series is from administrative data, while the cross-sectional data is from a survey.

spectrum, the city has more high-wage *residents* than high-wage *jobs* (where high-wage refers to jobs paying more than $75,000) (see Figure 6).[11]

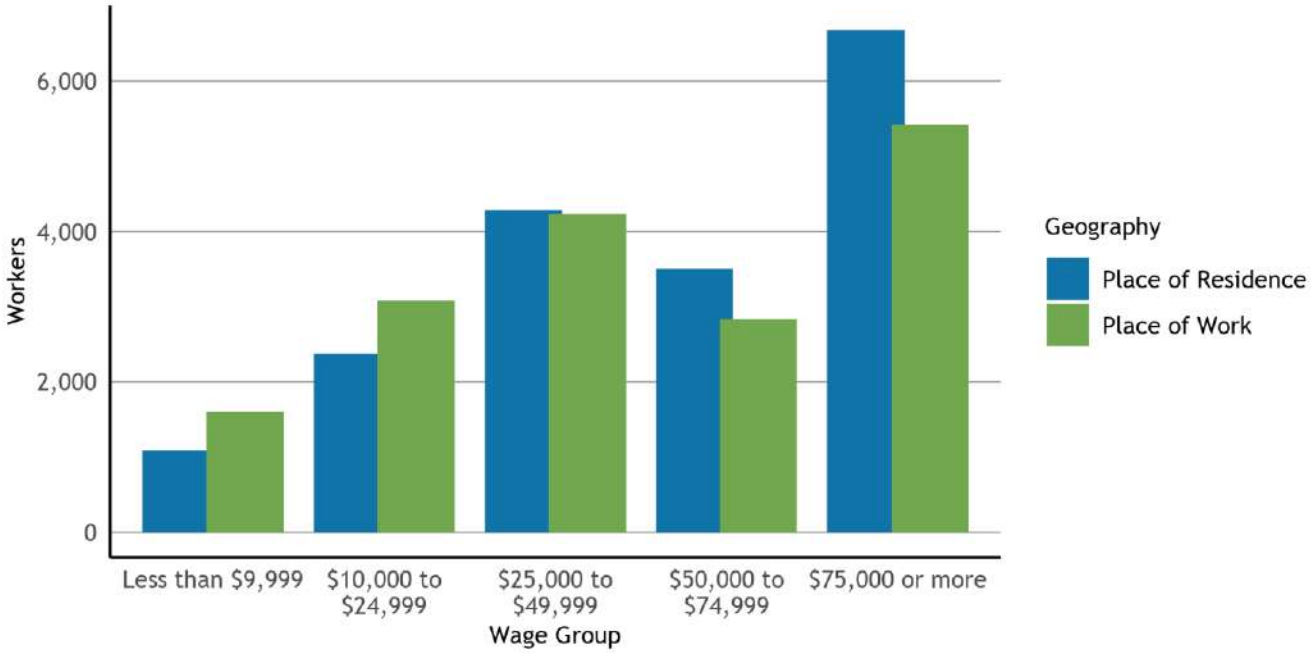


Figure 6: Workers by Earnings, by Jurisdiction as Place of Work and Place of Residence

Universe: Workers 16 years and over with earnings
Source: U.S. Census Bureau, American Community Survey 5-Year Data 2015-2019, B08119, B08519
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-10.

Figure 7 shows the balance of a jurisdiction's resident workers to the jobs located there for different wage groups as a ratio instead - a value of 1 means that a city has the same number of jobs in a wage group as it has resident workers - in principle, a balance. Values above 1 indicate a jurisdiction will need to import workers for jobs in a given wage group. At the regional scale, this ratio is 1.04 jobs for each worker, implying a modest import of workers from outside the region (see Figure 7).

[11] The source table is top-coded at $75,000, precluding more fine grained analysis at the higher end of the wage spectrum.

Figure 7: Jobs-Worker Ratios, By Wage Group

Universe: Jobs in a jurisdiction from unemployment insurance-covered employment (private, state and local government) plus United States Office of Personnel Management-sourced Federal employment
Notes: The ratio compares job counts by wage group from two tabulations of LEHD data: Counts by place of work relative to counts by place of residence. See text for details.
Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics, Workplace Area Characteristics (WAC) files (Jobs); Residence Area Characteristics (RAC) files (Employed Residents), 2010-2018
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-14.

Such balances between jobs and workers may directly influence the housing demand in a community. New jobs may draw new residents, and when there is high demand for housing relative to supply, many workers may be unable to afford to live where they work, particularly where job growth has been in relatively lower wage jobs. This dynamic not only means many workers will need to prepare for long commutes and time spent on the road, but in the aggregate it contributes to traffic congestion and time lost for all road users.

If there are more jobs than employed residents, it means a city is relatively jobs-rich, typically also with a high jobs to household ratio. Thus bringing housing into the measure, the *jobs-household ratio* in Newark has increased from 1.33 in 2002, to 1.49 jobs per household in 2018 (see Figure 8).

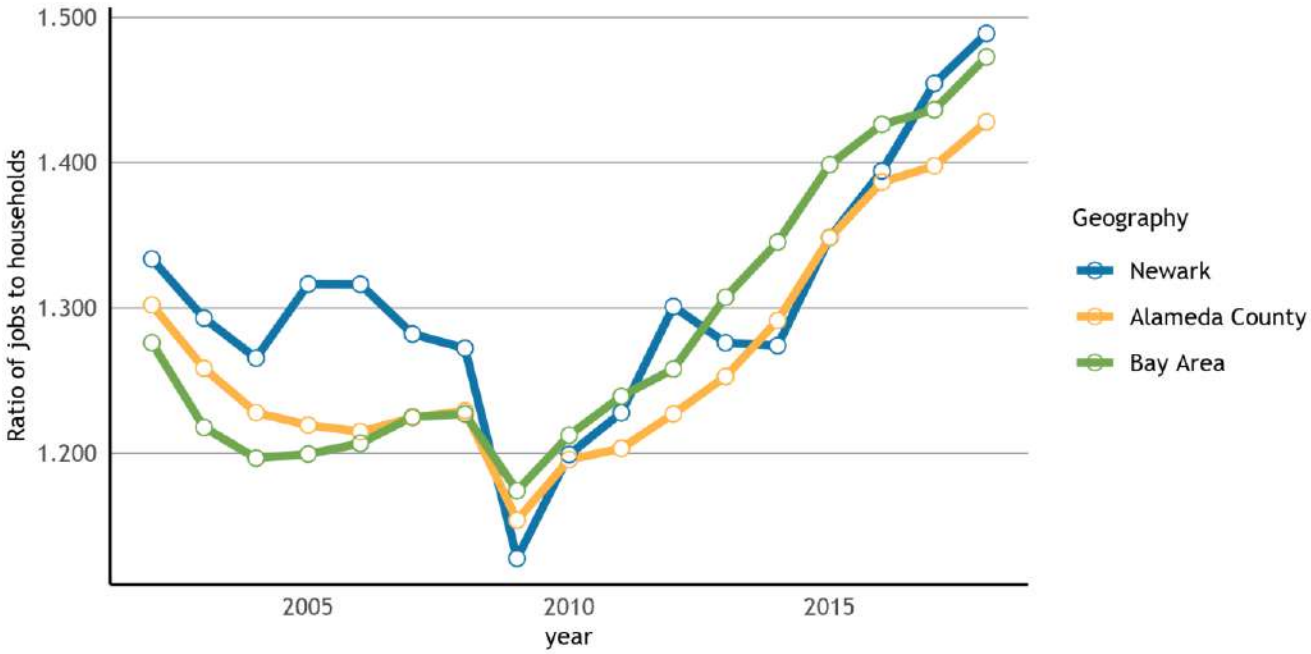


Figure 8: Jobs-Household Ratio

Universe: Jobs in a jurisdiction from unemployment insurance-covered employment (private, state and local government) plus United States Office of Personnel Management-sourced Federal employment; households in a jurisdiction
Notes: The data is tabulated by place of work, regardless of where a worker lives. The source data is provided at the census block level. These are crosswalked to jurisdictions and summarized. The ratio compares place of work wage and salary jobs with households, or occupied housing units. A similar measure is the ratio of jobs to housing units. However, this jobs-household ratio serves to compare the number of jobs in a jurisdiction to the number of housing units that are actually occupied. The difference between a jurisdiction's jobs-housing ratio and jobs-household ratio will be most pronounced in jurisdictions with high vacancy rates, a high rate of units used for seasonal use, or a high rate of units used as short-term rentals.
Source: U.S. Census Bureau, Longitudinal Employer-Household Dynamics, Workplace Area Characteristics (WAC) files (Jobs), 2002-2018; California Department of Finance, E-5 (Households)
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-13.

4.4.2 Sector Composition

In terms of sectoral composition, the largest industry in which Newark residents work is *Manufacturing, Wholesale & Transportation*, and the largest sector in which Alameda residents work is *Health & Educational Services* (see Figure 9). For the Bay Area as a whole, the *Health & Educational Services* industry employs the most workers.

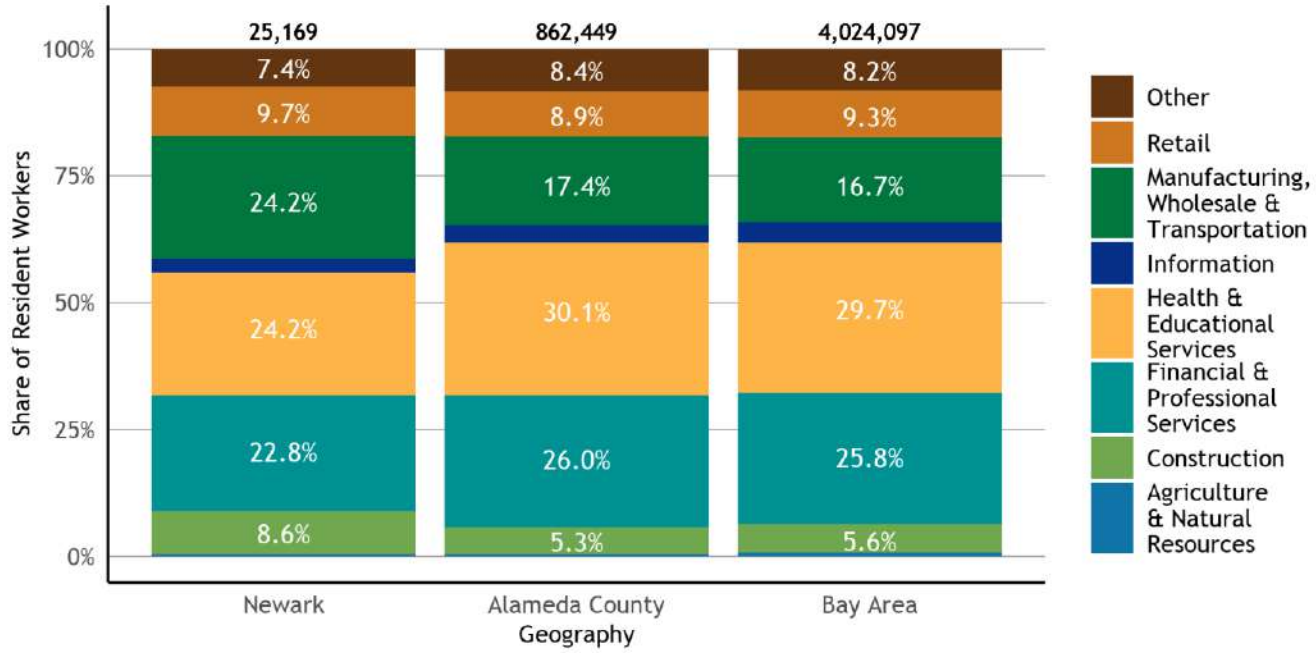


Figure 9: Resident Employment by Industry

Universe: Civilian employed population age 16 years and over
Notes: The data displayed shows the industries in which jurisdiction residents work, regardless of the location where those residents are employed (whether within the jurisdiction or not). Categories are derived from the following source tables: Agriculture & Natural Resources: C24030_003E, C24030_030E; Construction: C24030_006E, C24030_033E; Manufacturing, Wholesale & Transportation: C24030_007E, C24030_034E, C24030_008E, C24030_035E, C24030_010E, C24030_037E; Retail: C24030_009E, C24030_036E; Information: C24030_013E, C24030_040E; Financial & Professional Services: C24030_014E, C24030_041E, C24030_017E, C24030_044E; Health & Educational Services: C24030_021E, C24030_024E, C24030_048E, C24030_051E; Other: C24030_027E, C24030_054E, C24030_028E, C24030_055E
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table C24030
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-06.

4.4.3 Unemployment

In Newark, there was a 3.7 percentage point decrease in the unemployment rate between January 2010 and January 2021. Jurisdictions through the region experienced a sharp rise in unemployment in 2020 due to impacts related to the COVID-19 pandemic, though with a general improvement and recovery in the later months of 2020.

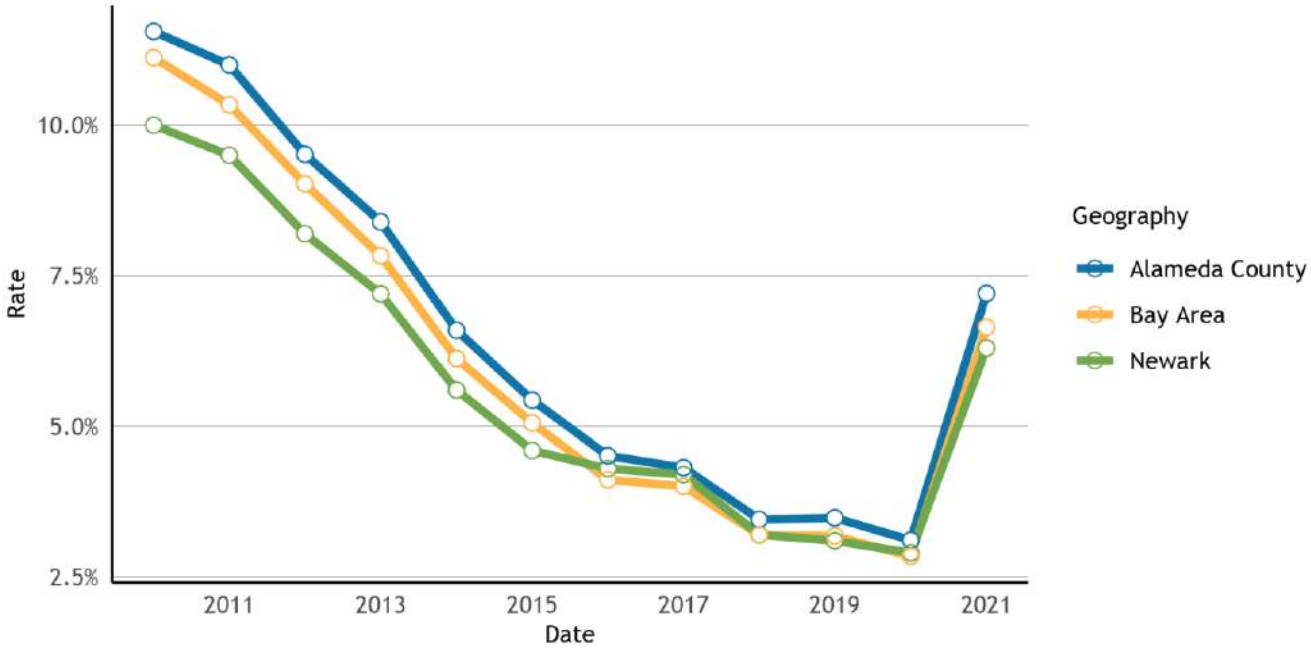


Figure 10: Unemployment Rate

Universe: Civilian noninstitutional population ages 16 and older
Notes: Unemployment rates for the jurisdiction level is derived from larger-geography estimates. This method assumes that the rates of change in employment and unemployment are exactly the same in each sub-county area as at the county level. If this assumption is not true for a specific sub-county area, then the estimates for that area may not be representative of the current economic conditions. Since this assumption is untested, caution should be employed when using these data. Only not seasonally-adjusted labor force (unemployment rates) data are developed for cities and CDPs.
Source: California Employment Development Department, Local Area Unemployment Statistics (LAUS), Sub-county areas monthly updates, 2010-2021.
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-15.

4.5 Extremely Low-Income Households

Despite the economic and job growth experienced throughout the region since 1990, the income gap has continued to widen. California is one of the most economically unequal states in the nation, and the Bay Area has the highest income inequality between high- and low-income households in the state[12].

In Newark, 57.5% of households make more than 100% of the Area Median Income (AMI)[13], compared to 10.3% making less than 30% of AMI, which is considered extremely low-income (see Figure 11).

[12] Bohn, S.et al. 2020. Income Inequality and Economic Opportunity in California. *Public Policy Institute of California*.
[13] Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located. Households making between 80 and 120 percent of the AMI are moderate-income, those making 50 to 80 percent are low-income, those making 30 to 50

Regionally, more than half of all households make more than 100% AMI, while 15% make less than 30% AMI. In Alameda County, 30% AMI is the equivalent to the annual income of $34,850 for a family of four. Many households with multiple wage earners – including food service workers, full-time students, teachers, farmworkers and healthcare professionals – can fall into lower AMI categories due to relatively stagnant wages in many industries.

Note on Estimating the Projected Number of Extremely Low-Income Households

Local jurisdictions are required to provide an estimate for their projected extremely low-income households in their Housing Elements. HCD's official Housing Element guidance notes that jurisdictions can use their RHNA for very low-income households (those making 0-50% AMI) to calculate their projected extremely low-income households. For more information, visit HCD's Building Blocks page on Extremely Low-Income Housing Needs.

This document does not contain the required data point of projected extremely low-income households, as Bay Area jurisdictions have not yet received their final RHNA numbers. Once Newark receives its 6th Cycle RHNA, staff can estimate the projected extremely low-income households using one of the following three methodologies:

Option A: *Assume that 59.8% of Newark's very low-income RHNA is for extremely low-income households.*

According to HCD's Regional Housing Need Determination for the Bay Area, 15.5% of the region's housing need is for 0-30% AMI households while 25.9% is for 0-50% AMI households. Therefore, extremely low-income housing need represents 59.8% of the region's very low-income housing need, as 15.5 divided by 25.9 is 59.8%. This option aligns with HCD's guidance to use U.S. Census data to calculate the percentage of very low-income RHNA that qualifies for extremely low-income households, as HCD uses U.S. Census data to calculate the Regional Housing Need Determination.

Option B: *Assume that 55.2% of Newark's very low-income RHNA is for extremely low-income households.*

According to the data shown below (Figure 11), 2,508 of Newark's households are 0-50% AMI while 1,384 are extremely low-income. Therefore, extremely low-income households represent 55.2% of households who are 0-50% AMI, as 1,384 divided by 2,508 is 55.2%. This option aligns with HCD's guidance to use U.S. Census data to calculate the percentage of very low-income RHNA that qualifies for extremely low-income households, as the information in Figure 11 represents a tabulation of Census Bureau Data.

Option C: *Assume that 50% of Newark's very low-income RHNA is for extremely low-income households.*

HCD's guidance notes that instead of using use U.S. Census data to calculate the percentage of very low-income RHNA that qualifies for extremely low-income households, local jurisdictions can presume that 50% of their RHNA for very low-income households qualifies for extremely low-income households.

percent are very low-income, and those making less than 30 percent are extremely low-income. This is then adjusted for household size.

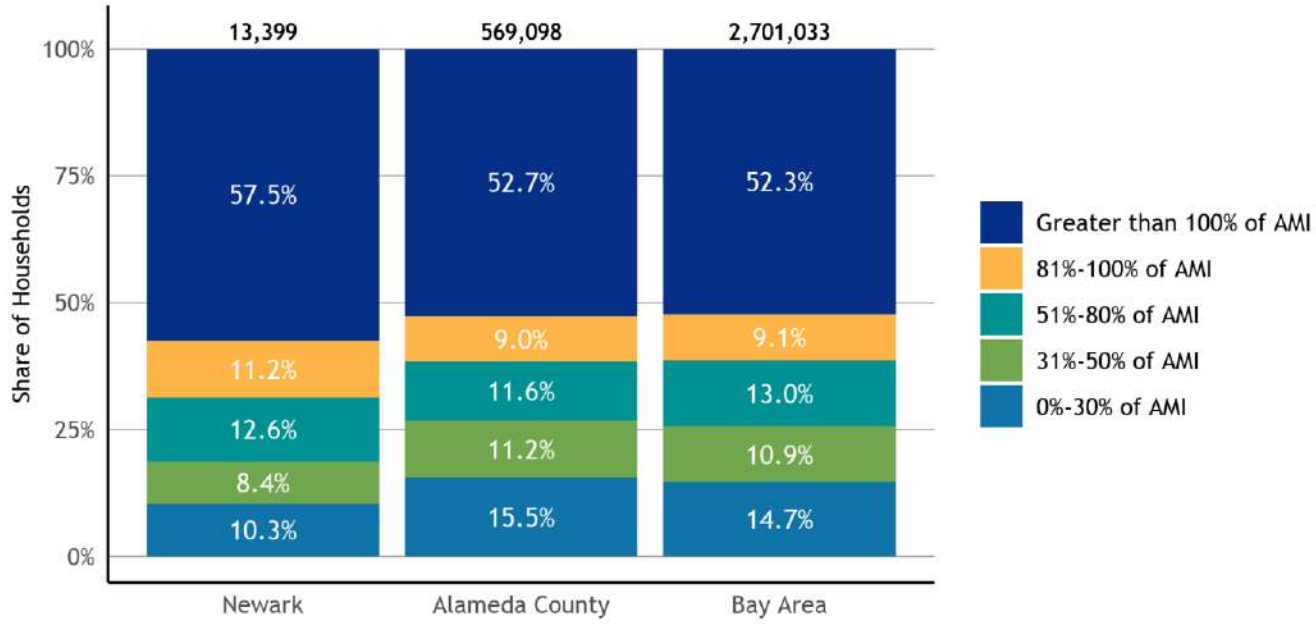


Figure 11: Households by Household Income Level

Universe: Occupied housing units
Notes: Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located. The data that is reported for the Bay Area is not based on a regional AMI but instead refers to the regional total of households in an income group relative to the AMI for the county where that household is located. Local jurisdictions are required to provide an estimate for their projected extremely low-income households (0-30% AMI) in their Housing Elements. HCD's official Housing Element guidance notes that jurisdictions can use their RHNA for very low-income households (those making 0-50% AMI) to calculate their projected extremely low-income households. As Bay Area jurisdictions have not yet received their final RHNA numbers, this document does not contain the required data point of projected extremely low-income households. The report portion of the housing data needs packet contains more specific guidance for how local staff can calculate an estimate for projected extremely low-income households once jurisdictions receive their 6th cycle RHNA numbers.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table ELI-01.

Throughout the region, there are disparities between the incomes of homeowners and renters. Typically, the number of low-income renters greatly outpaces the amount of housing available that is affordable for these households.

In Newark, the largest proportion of renters falls in the *Greater than 100% of AMI* income group, while the largest proportion of homeowners are found in the *Greater than 100% of AMI* group (see Figure 12).

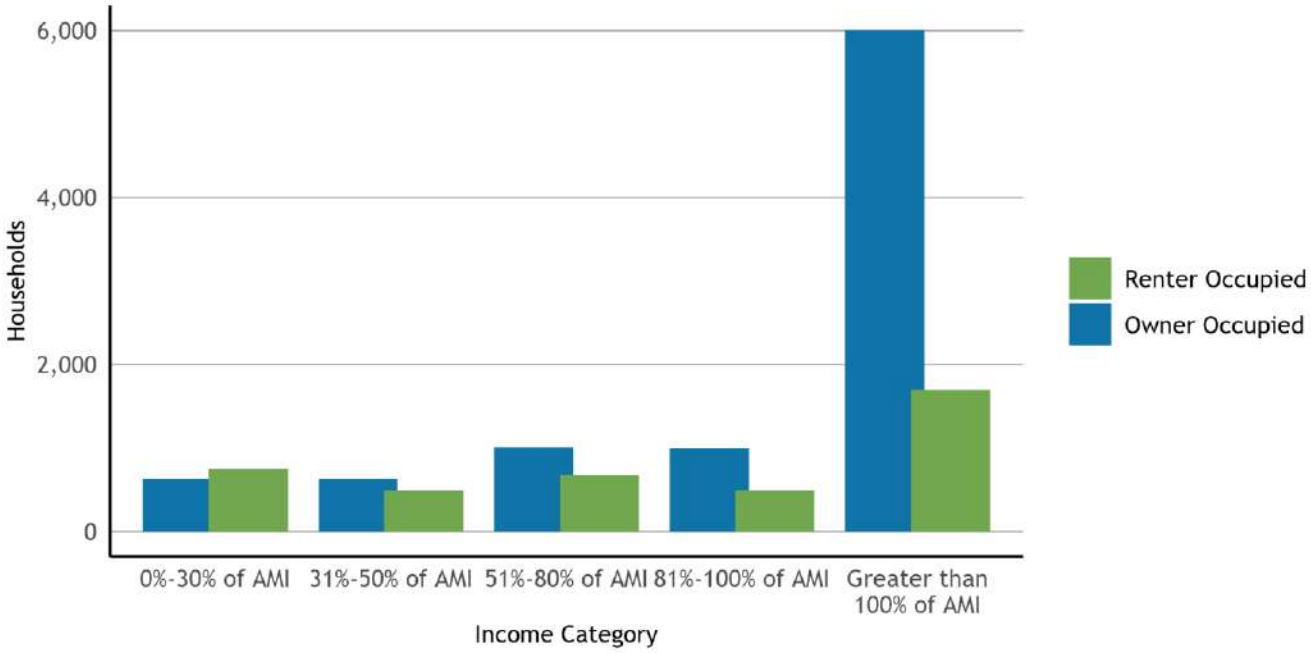


Figure 12: Household Income Level by Tenure

Universe: Occupied housing units
Notes: Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-21.

Currently, people of color are more likely to experience poverty and financial instability as a result of federal and local housing policies that have historically excluded them from the same opportunities extended to white residents.[14] These economic disparities also leave communities of color at higher risk for housing insecurity, displacement or homelessness. In Newark, Black or African American (Hispanic and Non-Hispanic) residents experience the highest rates of poverty, followed by American Indian or Alaska Native (Hispanic and Non-Hispanic) residents (see Figure 13).

[14] Moore, E., Montojo, N. and Mauri, N., 2019. Roots, Race & Place: A History of Racially Exclusionary Housing the San Francisco Bay Area. *Hass Institute*.

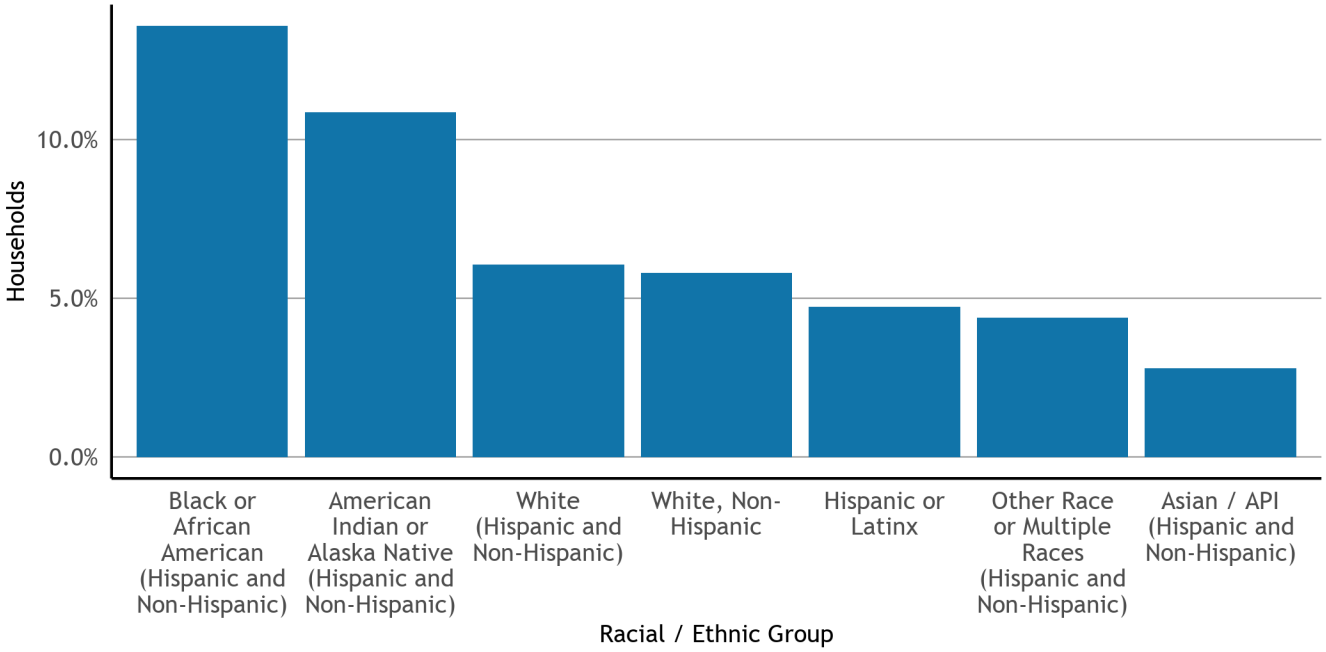


Figure 13: Poverty Status by Race

Universe: Population for whom poverty status is determined
Notes: The Census Bureau uses a federally defined poverty threshold that remains constant throughout the country and does not correspond to Area Median Income. For this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity. However, data for the white racial group is also reported for white householders who are not Hispanic/Latinx. Since residents who identify as white and Hispanic/Latinx may have very different experiences within the housing market and the economy from those who identify as white and non-Hispanic/Latinx, data for multiple white sub-groups are reported here. The racial/ethnic groups reported in this table are not all mutually exclusive. Therefore, the data should not be summed as the sum exceeds the population for whom poverty status is determined for this jurisdiction. However, all groups labelled "Hispanic and Non-Hispanic" are mutually exclusive, and the sum of the data for these groups is equivalent to the population for whom poverty status is determined.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B17001(A-I)
For the data table behind this figure, please refer to the Data Packet Workbook, Table ELI-03.

4.6 Tenure

The number of residents who own their homes compared to those who rent their homes can help identify the level of housing insecurity – ability for individuals to stay in their homes – in a city and region. Generally, renters may be displaced more quickly if prices increase. In Newark there are a total of 14,047 housing units, and fewer residents rent than own their homes: 31.2% versus 68.8% (see Figure 14). By comparison, 46.5% of households in Alameda County are renters, while 44% of Bay Area households rent their homes.

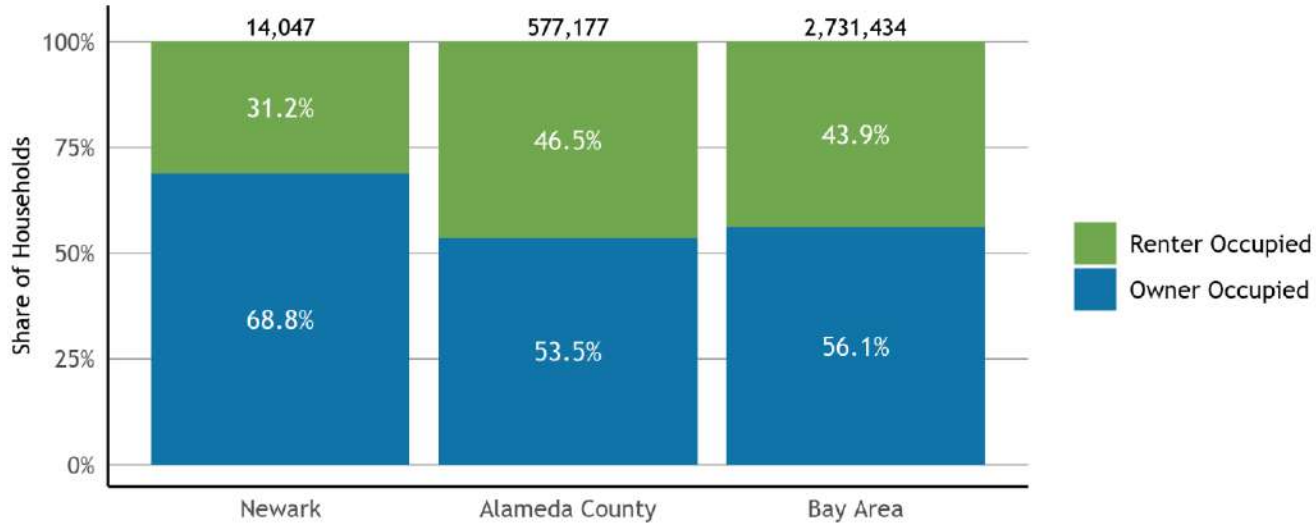


Figure 14: Housing Tenure

Universe: Occupied housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25003
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-16.

Homeownership rates often vary considerably across race/ethnicity in the Bay Area and throughout the country. These disparities not only reflect differences in income and wealth but also stem from federal, state, and local policies that limited access to homeownership for communities of color while facilitating homebuying for white residents. While many of these policies, such as redlining, have been formally disbanded, the impacts of race-based policy are still evident across Bay Area communities.[15] In Newark, 54.1% of Black households owned their homes, while homeownership rates were 74.5% for Asian households, 54.1% for Latinx households, and 77.1% for White households. Notably, recent changes to state law require local jurisdictions to examine these dynamics and other fair housing issues when updating their Housing Elements.

[15] See, for example, Rothstein, R. (2017). The color of law : a forgotten history of how our government segregated America. New York, NY & London, UK: Liveright Publishing.

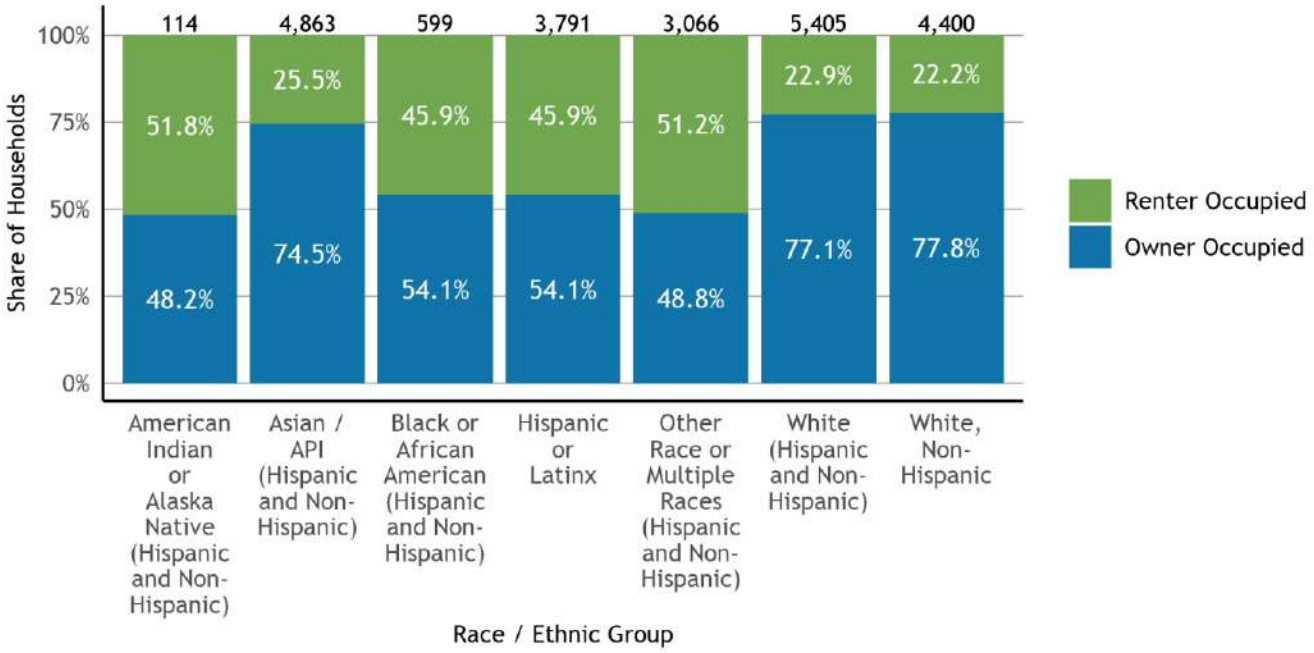


Figure 15: Housing Tenure by Race of Householder

Universe: Occupied housing units
Notes: For this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity. However, data for the white racial group is also reported for white householders who are not Hispanic/Latinx. Since residents who identify as white and Hispanic/Latinx may have very different experiences within the housing market and the economy from those who identify as white and non-Hispanic/Latinx, data for multiple white sub-groups are reported here. The racial/ethnic groups reported in this table are not all mutually exclusive. Therefore, the data should not be summed as the sum exceeds the total number of occupied housing units for this jurisdiction. However, all groups labelled "Hispanic and Non-Hispanic" are mutually exclusive, and the sum of the data for these groups is equivalent to the total number of occupied housing units.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25003(A-I)
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-20.

The age of residents who rent or own their home can also signal the housing challenges a community is experiencing. Younger households tend to rent and may struggle to buy a first home in the Bay Area due to high housing costs. At the same time, senior homeowners seeking to downsize may have limited options in an expensive housing market.

In Newark, 43.6% of householders between the ages of 25 and 44 are renters, while 13.5% of householders over 65 are (see Figure 16).

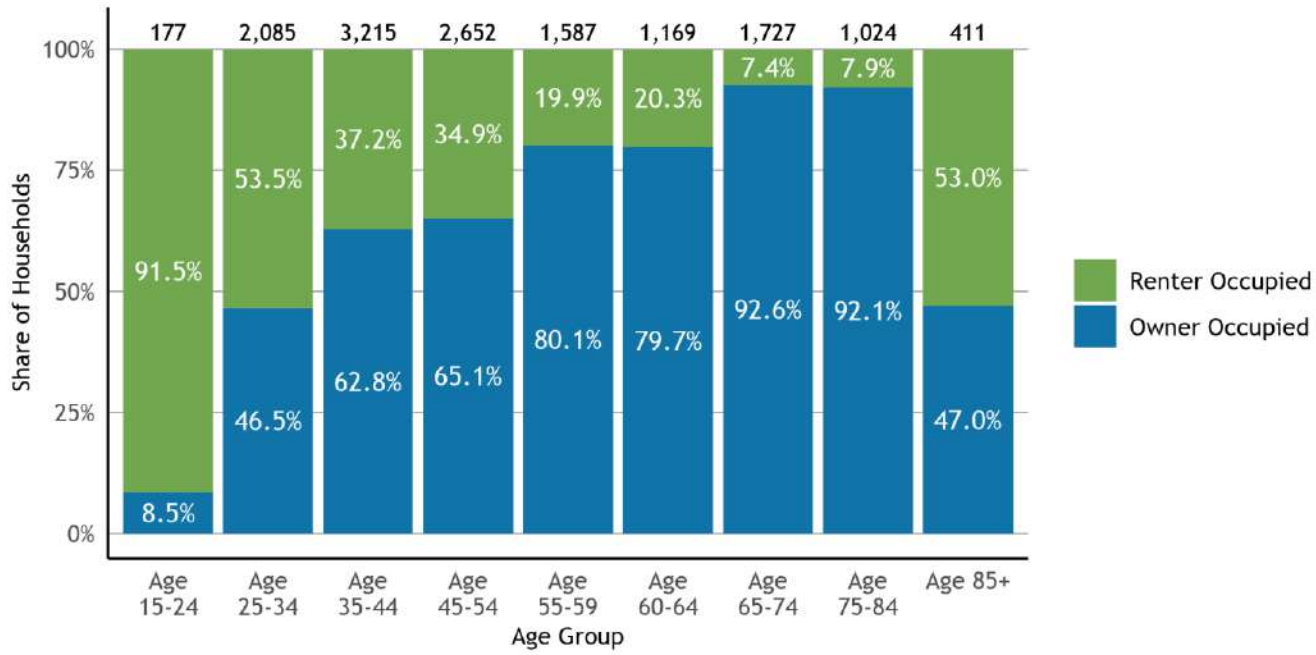


Figure 16: Housing Tenure by Age

Universe: Occupied housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25007
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-18.

In many cities, homeownership rates for households in single-family homes are substantially higher than the rates for households in multi-family housing. In Newark, 82.3% of households in detached single-family homes are homeowners, while 22.7% of households in multi-family housing are homeowners (see Figure 17).

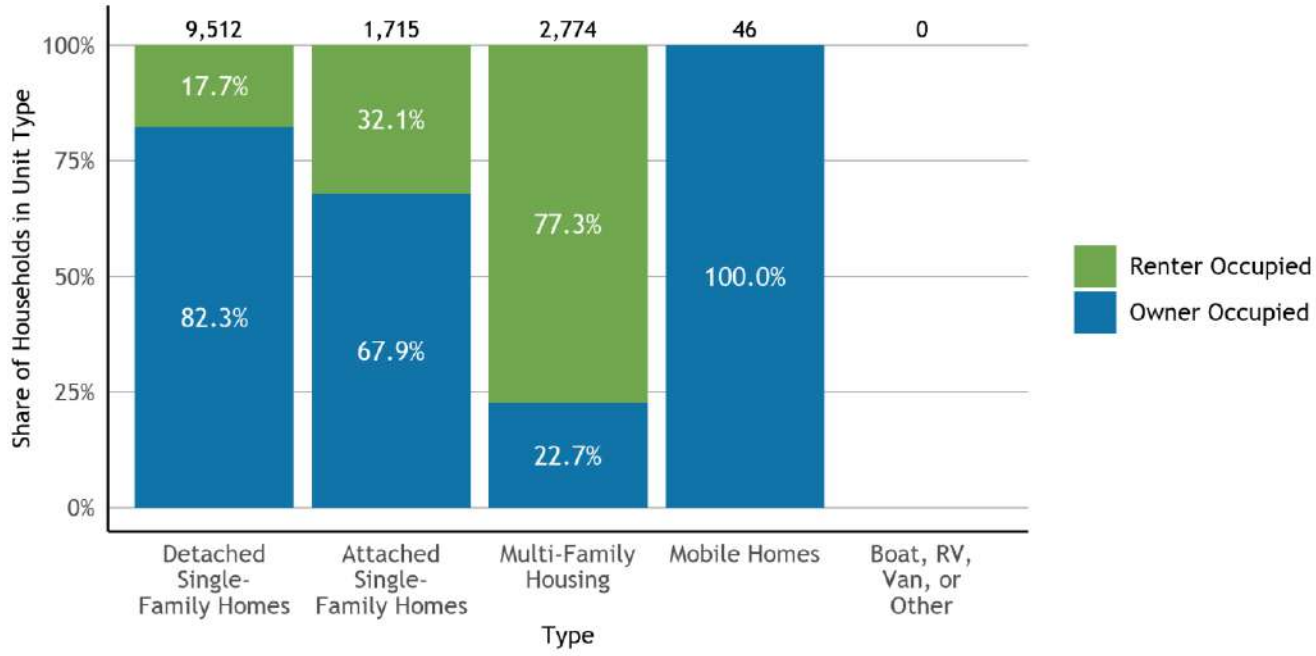


Figure 17: Housing Tenure by Housing Type

Universe: Occupied housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25032
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-22.

4.7 Displacement

Because of increasing housing prices, displacement is a major concern in the Bay Area. Displacement has the most severe impacts on low- and moderate-income residents. When individuals or families are forced to leave their homes and communities, they also lose their support network.

The University of California, Berkeley has mapped all neighborhoods in the Bay area, identifying their risk for gentrification. They find that in Newark, 0.0% of households live in neighborhoods that are susceptible to or experiencing displacement and 0.0% live in neighborhoods at risk of or undergoing gentrification.

Equally important, some neighborhoods in the Bay Area do not have housing appropriate for a broad section of the workforce. UC Berkeley estimates that 31.8% of households in Newark live in neighborhoods where low-income households are likely to be excluded due to prohibitive housing costs.[16]

[16] More information about this gentrification and displacement data is available at the Urban Displacement Project's webpage: https://www.urbandisplacement.org/. Specifically, one can learn more about the different gentrification/displacement typologies shown in Figure 18 at this link: https://www.urbandisplacement.org/sites/default/files/typology_sheet_2018_0.png. Additionally, one can view maps that show which typologies correspond to which parts of a jurisdiction here: https://www.urbandisplacement.org/san-francisco/sf-bay-area-gentrification-and-displacement

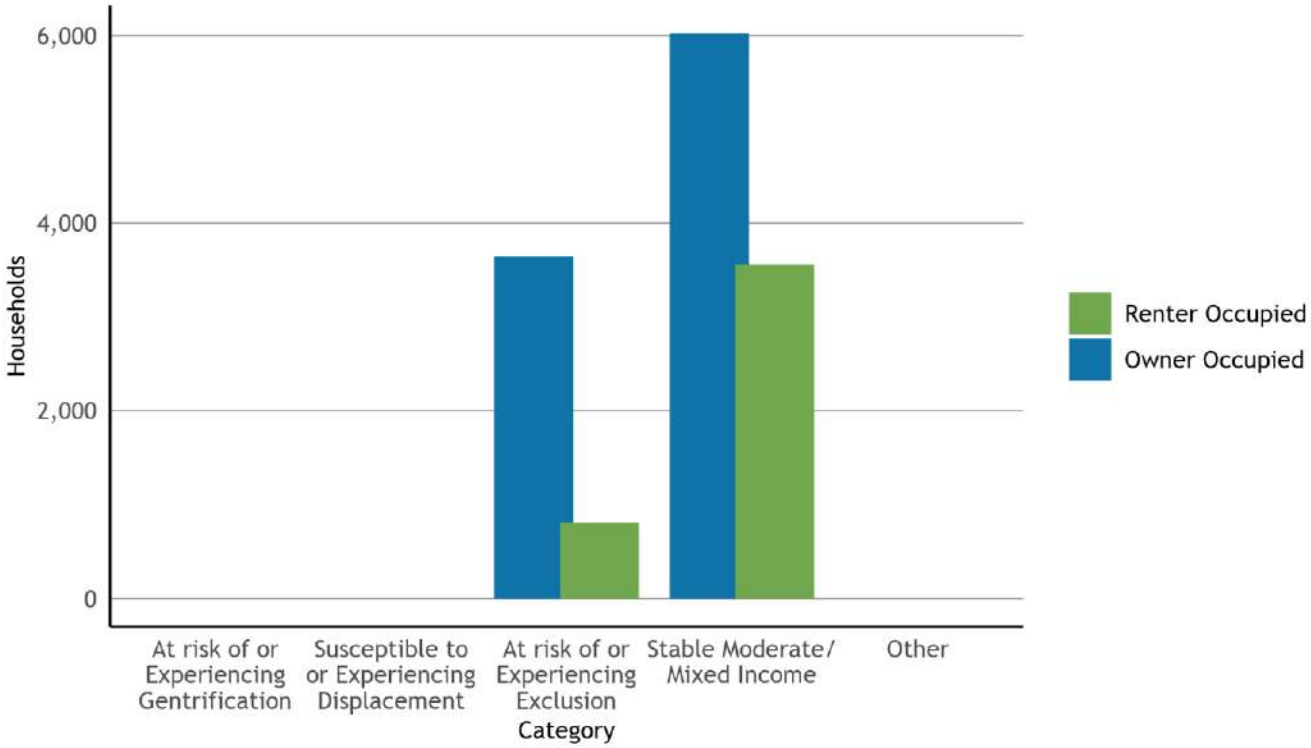


Figure 18: Households by Displacement Risk and Tenure

Universe: Households
Notes: Displacement data is available at the census tract level. Staff aggregated tracts up to jurisdiction level using census 2010 population weights, assigning a tract to jurisdiction in proportion to block level population weights. Total household count may differ slightly from counts in other tables sourced from jurisdiction level sources. Categories are combined as follows for simplicity: At risk of or Experiencing Exclusion: At Risk of Becoming Exclusive; Becoming Exclusive; Stable/Advanced Exclusive At risk of or Experiencing Gentrification: At Risk of Gentrification; Early/Ongoing Gentrification; Advanced Gentrification Stable Moderate/Mixed Income: Stable Moderate/Mixed Income Susceptible to or Experiencing Displacement: Low-Income/Susceptible to Displacement; Ongoing Displacement Other: High Student Population; Unavailable or Unreliable Data
Source: Urban Displacement Project for classification, American Community Survey 5-Year Data (2015-2019), Table B25003 for tenure.
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-25.

5 HOUSING STOCK CHARACTERISTICS

5.1 Housing Types, Year Built, Vacancy, and Permits

In recent years, most housing produced in the region and across the state consisted of single-family homes and larger multi-unit buildings. However, some households are increasingly interested in "missing middle housing" – including duplexes, triplexes, townhomes, cottage clusters and accessory dwelling units (ADUs). These housing types may open up more options across incomes and tenure, from young households seeking homeownership options to seniors looking to downsize and age-in-place.

The housing stock of Newark in 2020 was made up of 69.6% single family detached homes, 9.5% single family attached homes, 4.4% multifamily homes with 2 to 4 units, 16.5% multifamily homes with 5 or more units, and 0.0% mobile homes (see Figure 19). In Newark, the housing type that experienced the most growth between 2010 and 2020 was *Single-Family Home: Detached*.

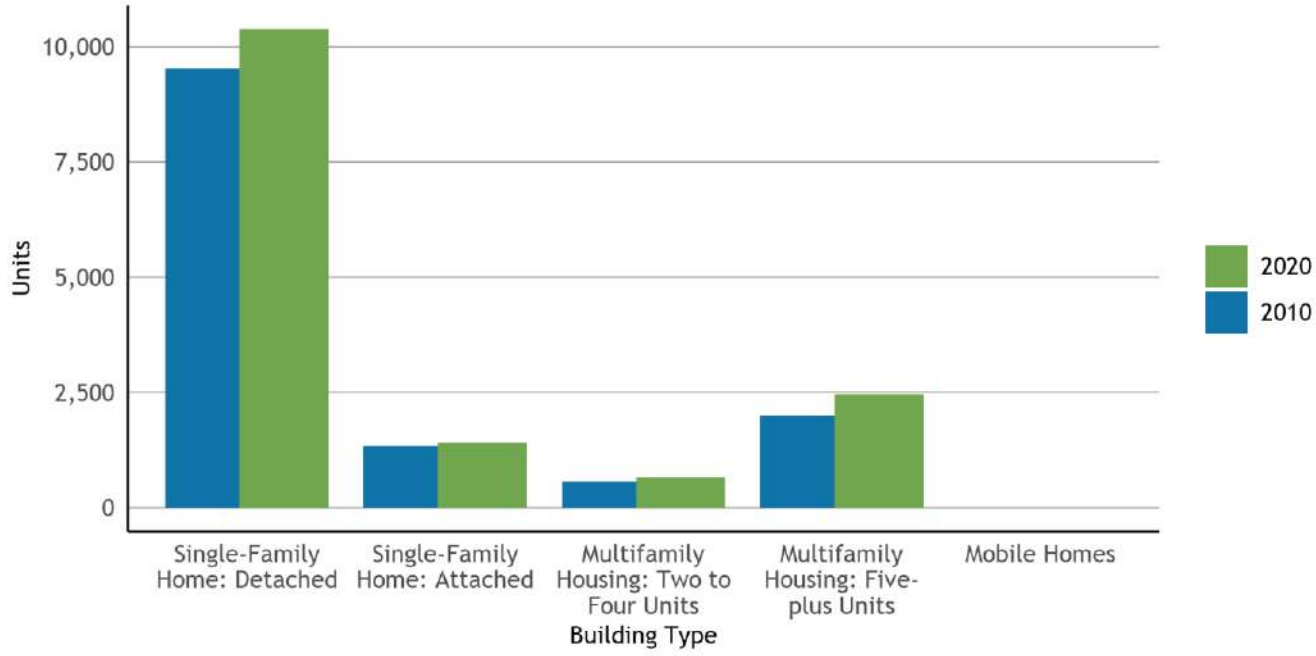


Figure 19: Housing Type Trends

Universe: Housing units
Source: California Department of Finance, E-5 series
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-01.

Production has not kept up with housing demand for several decades in the Bay Area, as the total number of units built and available has not yet come close to meeting the population and job growth experienced throughout the region. In Newark, the largest proportion of the housing stock was built 1960 to 1979, with 7,737 units constructed during this period (see Figure 20). Since 2010, 4.9% of the current housing stock was built, which is 713 units.

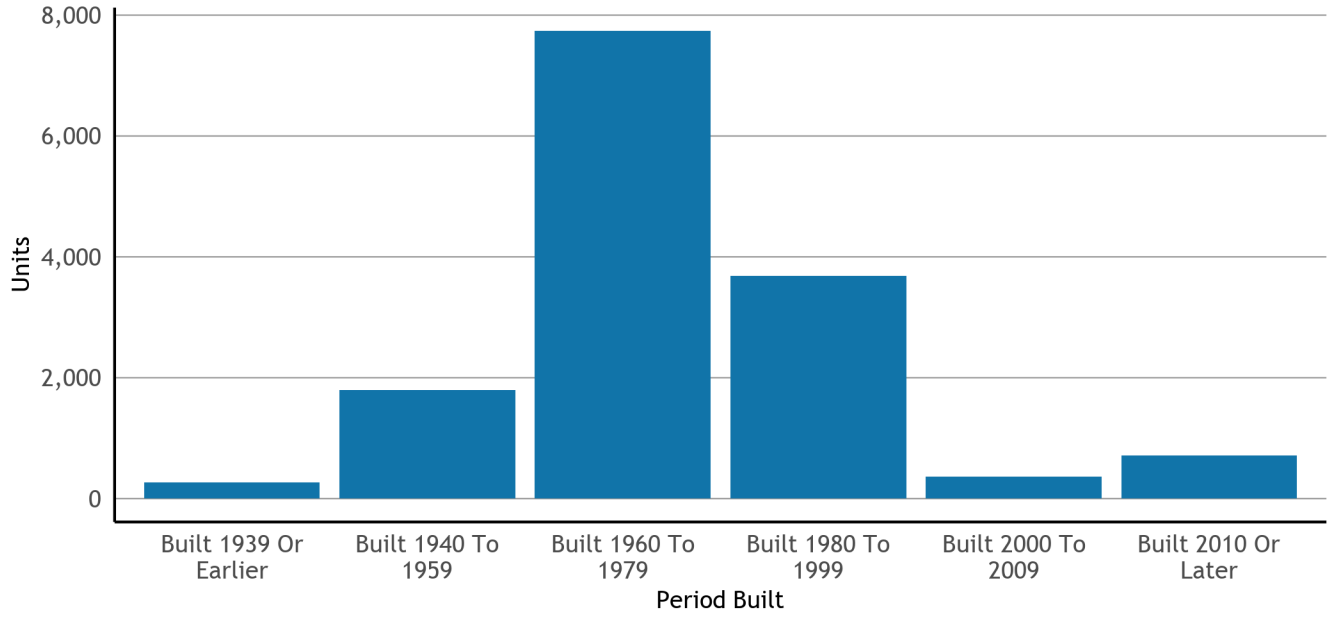


Figure 20: Housing Units by Year Structure Built

Universe: Housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25034
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-04.

Vacant units make up 3.5% of the overall housing stock in Newark. The rental vacancy stands at 2.6%, while the ownership vacancy rate is 1.7%. Of the vacant units, the most common type of vacancy is *For Seasonal, Recreational, Or Occasional Use* (see Figure 21).[17]

Throughout the Bay Area, vacancies make up 2.6% of the total housing units, with homes listed for rent; units used for *recreational or occasional use*, and units not otherwise classified (*other vacant*) making up the majority of vacancies. The Census Bureau classifies a unit as vacant if no one is occupying it when census interviewers are conducting the American Community Survey or Decennial Census. Vacant units classified as "for recreational or occasional use" are those that are held for short-term periods of use throughout the year. Accordingly, vacation rentals and short-term rentals like AirBnB are likely to fall in this category. The Census Bureau classifies units as "other vacant" if they are vacant due to foreclosure, personal/family reasons, legal proceedings, repairs/renovations, abandonment, preparation for being rented or sold, or vacant for an extended absence for reasons such as a work assignment, military duty, or incarceration.[18] In a region with a thriving economy and housing market like the Bay Area, units being renovated/repaired and prepared for rental or sale are likely to represent a large portion of the "other vacant" category. Additionally, the need for seismic retrofitting

[17] The vacancy rates by tenure is for a smaller universe than the total vacancy rate first reported, which in principle includes the full stock (3.5%). The vacancy by tenure counts are rates relative to the rental stock (occupied and vacant) and ownership stock (occupied and vacant) - but exclude a a significant number of vacancy categories, including the numerically significant *other vacant*.
[18] For more information, see pages 3 through 6 of this list of definitions prepared by the Census Bureau: https://www.census.gov/housing/hvs/definitions.pdf.

in older housing stock could also influence the proportion of "other vacant" units in some jurisdictions.[19]

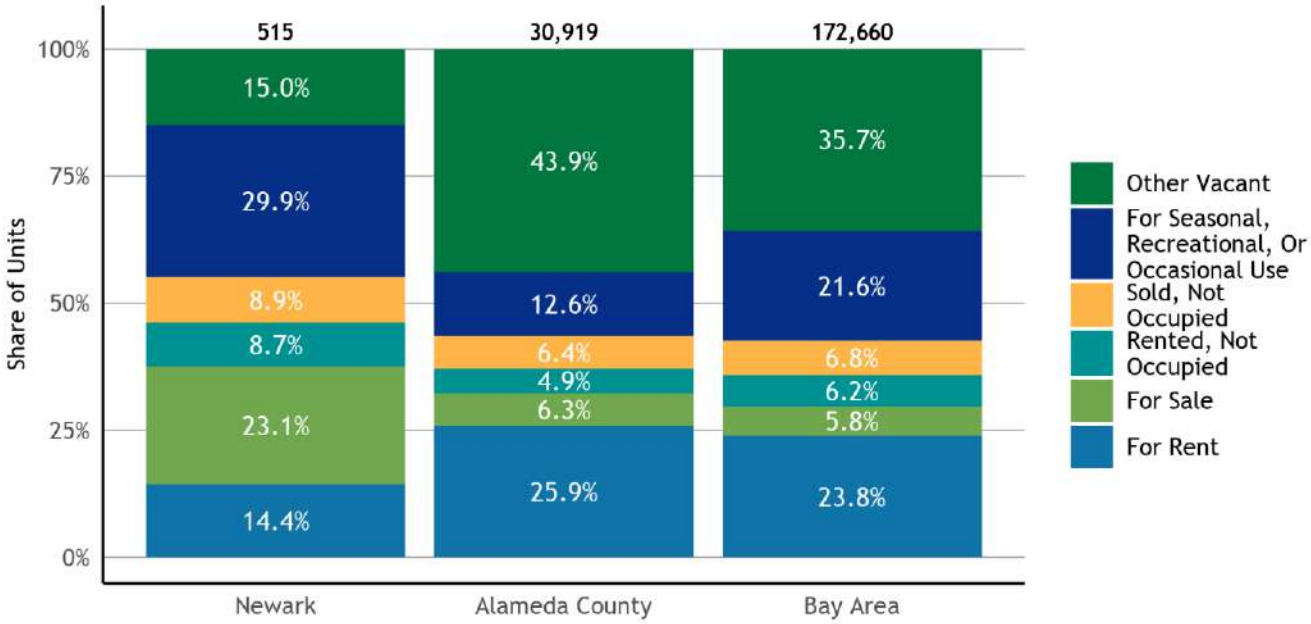


Figure 21: Vacant Units by Type

Universe: Vacant housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25004
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-03.

Between 2015 and 2019, 829 housing units were issued permits in Newark. 95.7% of permits issued in Newark were for above moderate-income housing, 4.3% were for moderate-income housing, and 0.0% were for low- or very low-income housing (see Table 3).

Table 3: Housing Permitting

Income Group	value
Above Moderate Income Permits	793
Moderate Income Permits	36
Low Income Permits	0
Very Low Income Permits	0

Universe: Housing permits issued between 2015 and 2019
Notes: HCD uses the following definitions for the four income categories: Very Low Income: units affordable to households making less than 50% of the Area Median Income for the county in which the jurisdiction is located. Low Income: units affordable to households making between 50% and 80% of the Area Median Income for the county in which the jurisdiction is located. Moderate Income: units affordable to households making between 80% and 120% of the Area Median Income for the

[19] See Dow, P. (2018). Unpacking the Growth in San Francisco's Vacant Housing Stock: Client Report for the San Francisco Planning Department. University of California, Berkeley.

county in which the jurisdiction is located. Above Moderate Income: units affordable to households making above 120% of the Area Median Income for the county in which the jurisdiction is located.
Source: California Department of Housing and Community Development (HCD), 5th Cycle Annual Progress Report Permit Summary (2020)
This table is included in the Data Packet Workbook as Table HSG-11.

5.2 Assisted Housing Developments At-Risk of Conversion

While there is an immense need to produce new affordable housing units, ensuring that the existing affordable housing stock remains affordable is equally important. Additionally, it is typically faster and less expensive to preserve currently affordable units that are at risk of converting to market-rate than it is to build new affordable housing.

The data in the table below comes from the California Housing Partnership's Preservation Database, the state's most comprehensive source of information on subsidized affordable housing at risk of losing its affordable status and converting to market-rate housing. However, this database does not include all deed-restricted affordable units in the state, so there may be at-risk assisted units in a jurisdiction that are not captured in this data table. There are 274 assisted units in Newark in the Preservation Database. Of these units, 0.0% are at *High Risk* or *Very High Risk* of conversion.[20]

Note on At-Risk Assisted Housing Developments

HCD requires that Housing Elements list the assisted housing developments at risk of converting to market-rate uses. For more information on the specific properties that are at Moderate Risk, High Risk, or Very High Risk of conversion, local jurisdiction staff should contact Danielle Mazzella, Preservation & Data Manager at the California Housing Partnership, at dmazzella@chpc.net.

Table 4: Assisted Units at Risk of Conversion

Income	Newark	Alameda County	Bay Area
Low	274	23040	110177
Moderate	0	167	3375
High	0	189	1854
Very High	0	106	1053
Total Assisted Units in Database	274	23502	116459

Universe: HUD, Low-Income Housing Tax Credit (LIHTC), USDA, and CalHFA projects. Subsidized or assisted developments that do not have one of the aforementioned financing sources may not be included.

[20] California Housing Partnership uses the following categories for assisted housing developments in its database:
Very-High Risk: affordable homes that are at-risk of converting to market rate within the next year that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer.
High Risk: affordable homes that are at-risk of converting to market rate in the next 1-5 years that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer.
Moderate Risk: affordable homes that are at-risk of converting to market rate in the next 5-10 years that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer.
Low Risk: affordable homes that are at-risk of converting to market rate in 10+ years and/or are owned by a large/stable non-profit, mission-driven developer.

Notes: While California Housing Partnership's Preservation Database is the state's most comprehensive source of information on subsidized affordable housing at risk of losing its affordable status and converting to market-rate housing, this database does not include all deed-restricted affordable units in the state. Consequently, there may be at-risk assisted units in a jurisdiction that are not captured in this data table. Per HCD guidance, local jurisdictions must also list the specific affordable housing developments at-risk of converting to market rate uses. This document provides aggregate numbers of at-risk units for each jurisdiction, but local planning staff should contact Danielle Mazzella with the California Housing Partnership at dmazzella@chpc.net to obtain a list of affordable properties that fall under this designation. California Housing Partnership uses the following categories for assisted housing developments in its database: Very-High Risk: affordable homes that are at-risk of converting to market rate within the next year that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer. High Risk: affordable homes that are at-risk of converting to market rate in the next 1-5 years that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer. Moderate Risk: affordable homes that are at-risk of converting to market rate in the next 5-10 years that do not have a known overlapping subsidy that would extend affordability and are not owned by a large/stable non-profit, mission-driven developer. Low Risk: affordable homes that are at-risk of converting to market rate in 10+ years and/or are owned by a large/stable non-profit, mission-driven developer.
Source: California Housing Partnership, Preservation Database (2020)
This table is included in the Data Packet Workbook as Table RISK-01.

5.3 Substandard Housing

Housing costs in the region are among the highest in the country, which could result in households, particularly renters, needing to live in substandard conditions in order to afford housing. Generally, there is limited data on the extent of substandard housing issues in a community. However, the Census Bureau data included in the graph below gives a sense of some of the substandard conditions that may be present in Newark. For example, 0.3% of renters in Newark reported lacking a kitchen and 0.0% of renters lack plumbing, compared to 0.3% of owners who lack a kitchen and 0.1% of owners who lack plumbing.

Note on Substandard Housing

HCD requires Housing Elements to estimate the number of units in need of rehabilitation and replacement. As a data source for housing units in need of rehabilitation and replacement is not available for all jurisdictions in the region, ABAG was not able to provide this required data point in this document. To produce an estimate of housing needs in need of rehabilitation and replacement, staff can supplement the data below on substandard housing issues with additional local information from code enforcement, recent windshield surveys of properties, building department data, knowledgeable builders/developers in the community, or nonprofit housing developers or organizations. For more information, visit HCD's Building Blocks page on Housing Stock Characteristics.

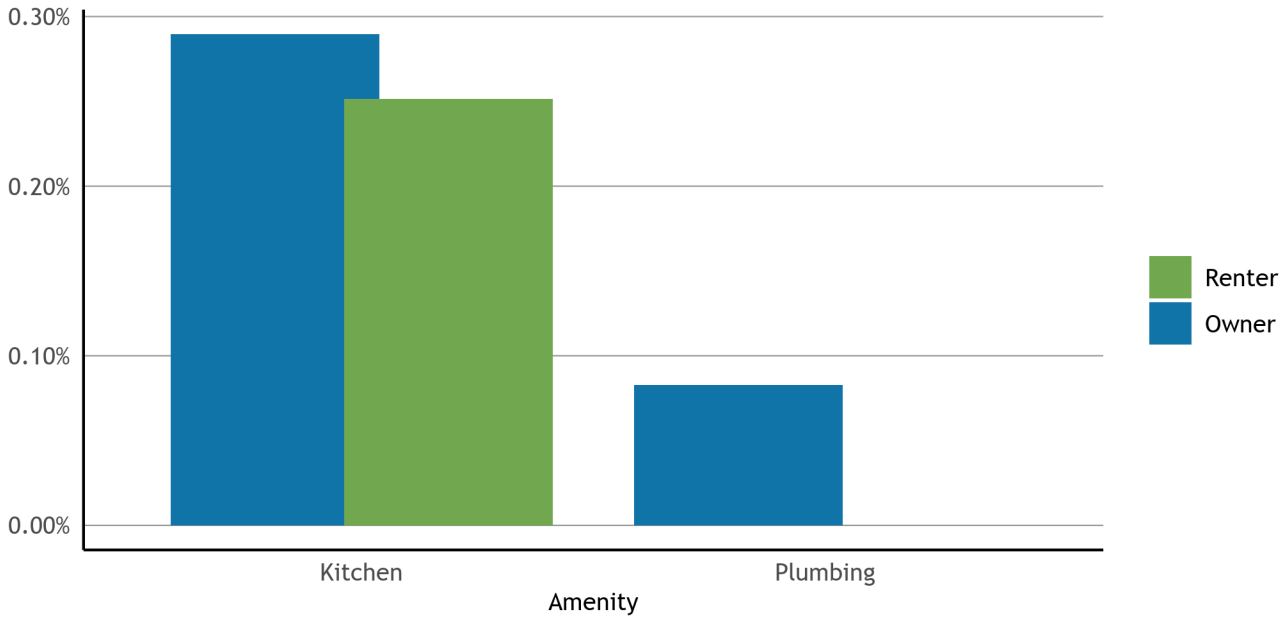


Figure 22: Substandard Housing Issues

Universe: Occupied housing units
Notes: Per HCD guidance, this data should be supplemented by local estimates of units needing to be rehabilitated or replaced based on recent windshield surveys, local building department data, knowledgeable builders/developers in the community, or nonprofit housing developers or organizations.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25053, Table B25043, Table B25049
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-06.

5.4 Home and Rent Values

Home prices reflect a complex mix of supply and demand factors, including an area's demographic profile, labor market, prevailing wages and job outlook, coupled with land and construction costs. In the Bay Area, the costs of housing have long been among the highest in the nation. The typical home value in Newark was estimated at $978,600 by December of 2020, per data from Zillow. The largest proportion of homes were valued between $750k-$1M (see Figure 23). By comparison, the typical home value is $951,380 in Alameda County and $1,077,230 the Bay Area, with the largest share of units valued $500k-$750k.

The region's home values have increased steadily since 2000, besides a decrease during the Great Recession. The rise in home prices has been especially steep since 2012, with the median home value in the Bay Area nearly doubling during this time. Since 2001, the typical home value has increased 165.8% in Newark from $368,220 to $978,600. This change is above the change in Alameda County, and above the change for the region (see Figure 24).

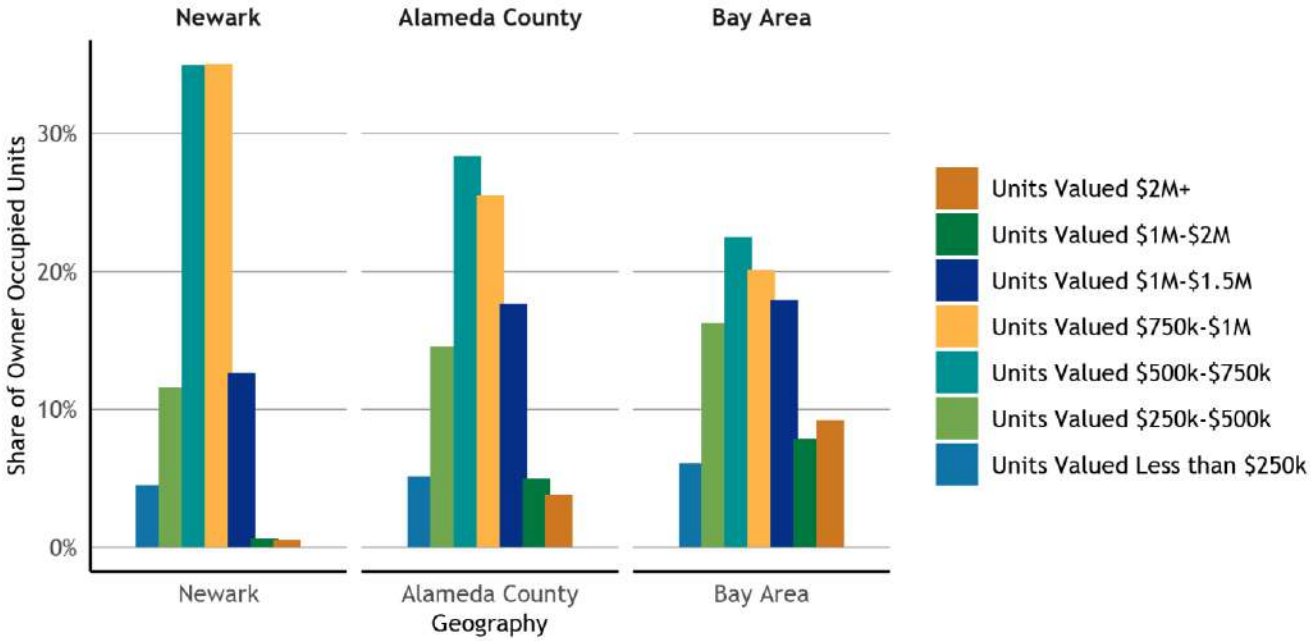


Figure 23: Home Values of Owner-Occupied Units

Universe: Owner-occupied units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25075
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-07.

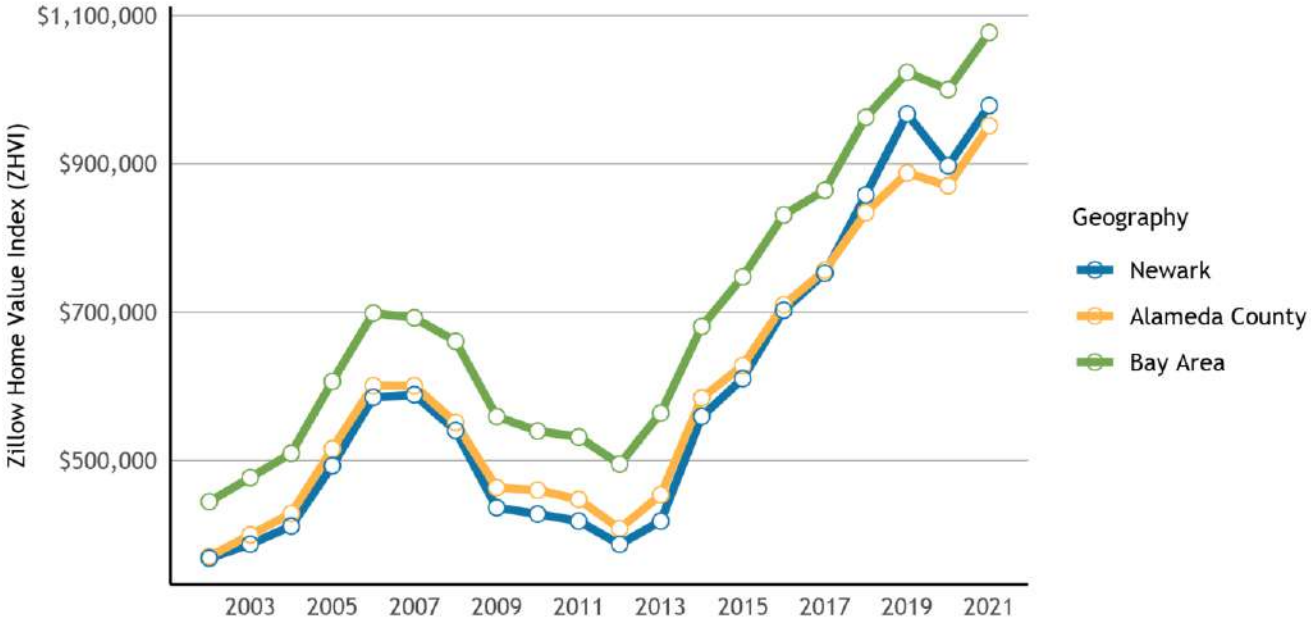


Figure 24: Zillow Home Value Index (ZHVI)

Universe: Owner-occupied housing units
Notes: Zillow describes the ZHVI as a smoothed, seasonally adjusted measure of the typical home value and market changes across a given region and housing type. The ZHVI reflects the typical value for homes in the 35th to 65th percentile range. The

ZHVI includes all owner-occupied housing units, including both single-family homes and condominiums. More information on the ZHVI is available from Zillow. The regional estimate is a household-weighted average of county-level ZHVI files, where household counts are yearly estimates from DOF's E-5 series For unincorporated areas, the value is a population weighted average of unincorporated communities in the county matched to census-designated population counts.
Source: Zillow, Zillow Home Value Index (ZHVI)
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-08.

Similar to home values, rents have also increased dramatically across the Bay Area in recent years. Many renters have been priced out, evicted or displaced, particularly communities of color. Residents finding themselves in one of these situations may have had to choose between commuting long distances to their jobs and schools or moving out of the region, and sometimes, out of the state.

In Newark, the largest proportion of rental units rented in the *Rent $2000-$2500* category, totaling 26.8%, followed by 25.6% of units renting in the *Rent $1500-$2000* category (see Figure 25). Looking beyond the city, the largest share of units is in the *rent for $1500-$2000* category.

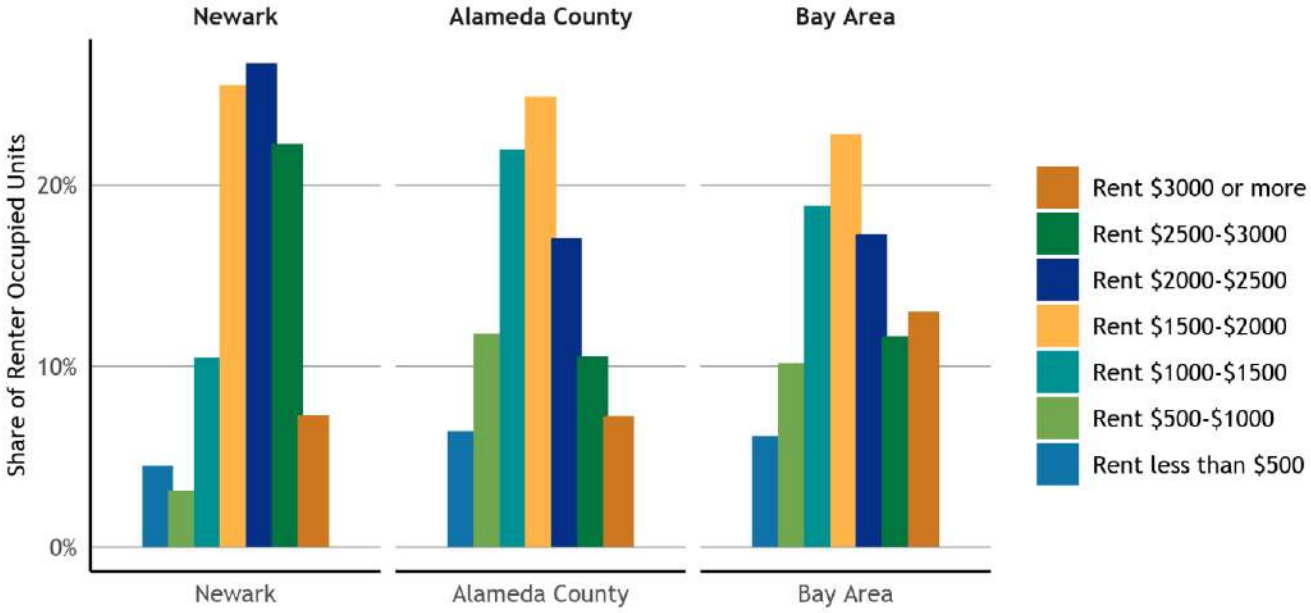


Figure 25: Contract Rents for Renter-Occupied Units

Universe: Renter-occupied housing units paying cash rent
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25056
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-09.

Since 2009, the median rent has increased by 61.1% in Newark, from $1,510 to $2,110 per month (see Figure 26). In Alameda County, the median rent has increased 36.0%, from $1,240 to $1,690. The median rent in the region has increased significantly during this time from $1,200 to $1,850, a 54% increase.[21]

[21] While the data on home values shown in Figure 24 comes from Zillow, Zillow does not have data on rent prices available for most Bay Area jurisdictions. To have a more comprehensive dataset on rental data for the region, the rent data in this document comes from the U.S. Census Bureau's American Community Survey, which may not fully

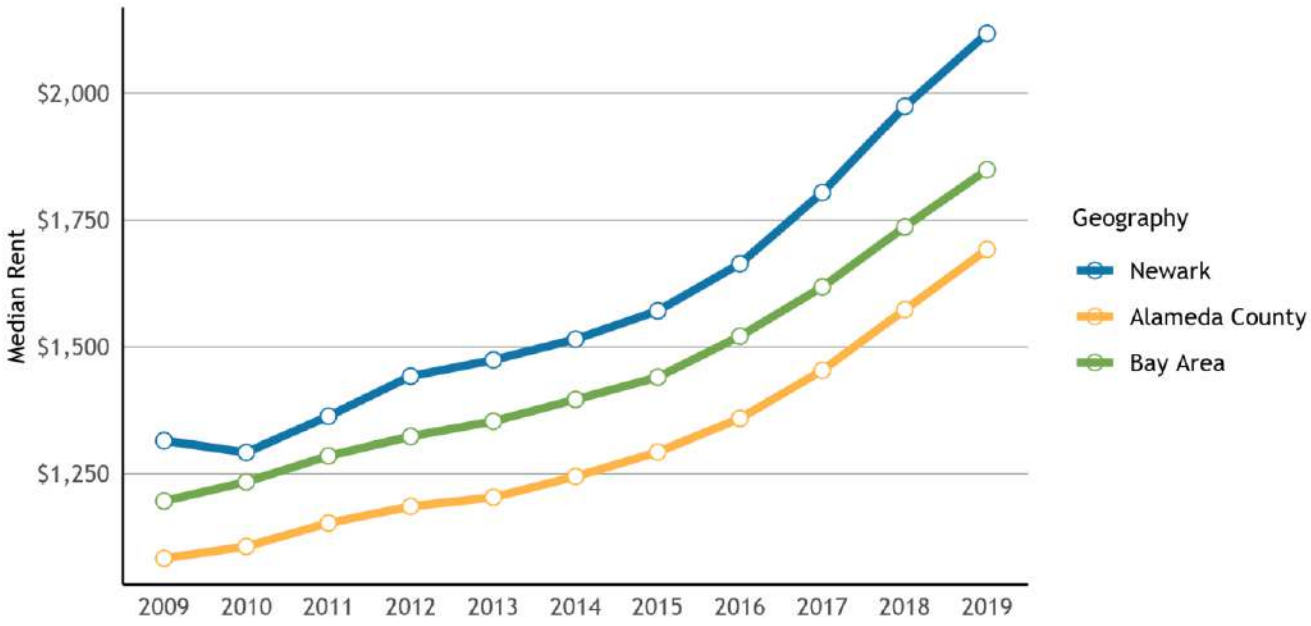


Figure 26: Median Contract Rent

Universe: Renter-occupied housing units paying cash rent
Notes: For unincorporated areas, median is calculated using distribution in B25056.
Source: U.S. Census Bureau, American Community Survey 5-Year Data releases, starting with 2005-2009 through 2015-2019, B25058, B25056 (for unincorporated areas). County and regional counts are weighted averages of jurisdiction median using B25003 rental unit counts from the relevant year.
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-10.

5.5 Overpayment and Overcrowding

A household is considered "cost-burdened" if it spends more than 30% of its monthly income on housing costs, while those who spend more than 50% of their income on housing costs are considered "severely cost-burdened." Low-income residents are the most impacted by high housing costs and experience the highest rates of cost burden. Spending such large portions of their income on housing puts low-income households at higher risk of displacement, eviction, or homelessness.

reflect current rents. Local jurisdiction staff may want to supplement the data on rents with local realtor data or other sources for rent data that are more current than Census Bureau data.

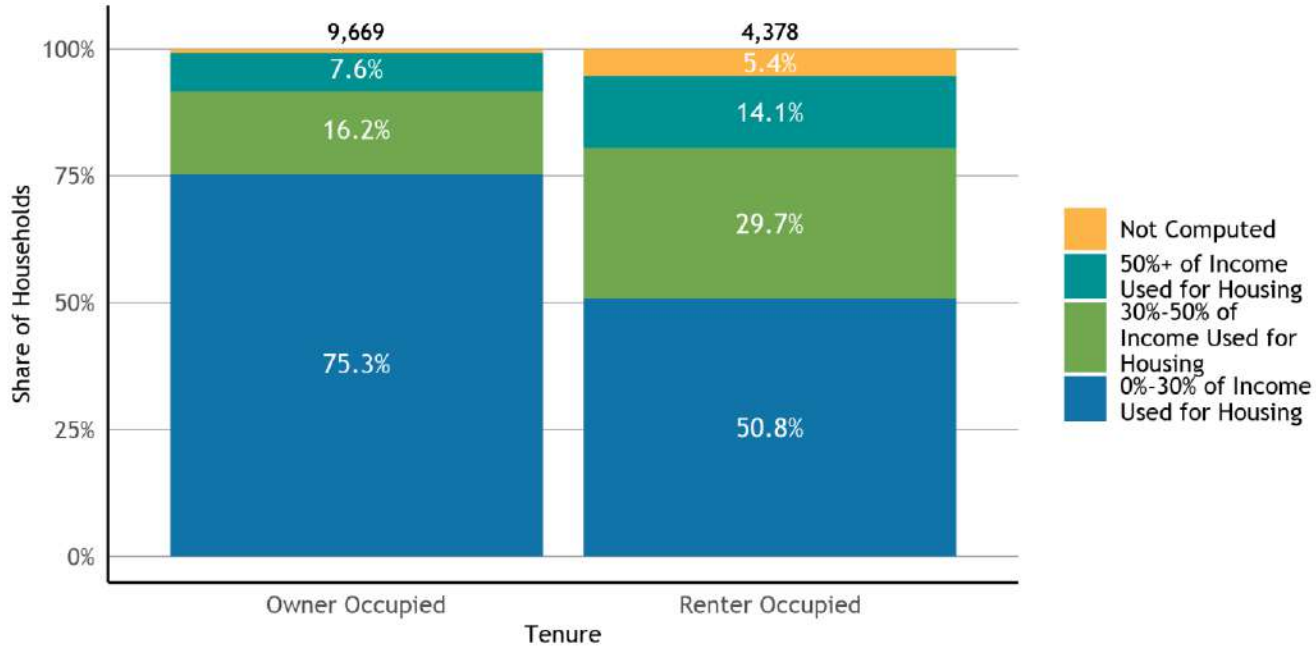


Figure 27: Cost Burden by Tenure

Universe: Occupied housing units
Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25070, B25091
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-06.

Renters are often more cost-burdened than owners. While the housing market has resulted in home prices increasing dramatically, homeowners often have mortgages with fixed rates, whereas renters are more likely to be impacted by market increases. When looking at the cost burden across tenure in Newark, 29.7% of renters spend 30% to 50% of their income on housing compared to 16.2% of those that own (see Figure 27). Additionally, 14.1% of renters spend 50% or more of their income on housing, while 7.6% of owners are severely cost-burdened.

In Newark, 12.4% of households spend 50% or more of their income on housing, while 19.2% spend 30% to 50%. However, these rates vary greatly across income categories (see Figure 28). For example, 56.6% of Newark households making less than 30% of AMI spend the majority of their income on housing. For Newark residents making more than 100% of AMI, just 0.8% are severely cost-burdened, and 89.0% of those making more than 100% of AMI spend less than 30% of their income on housing.

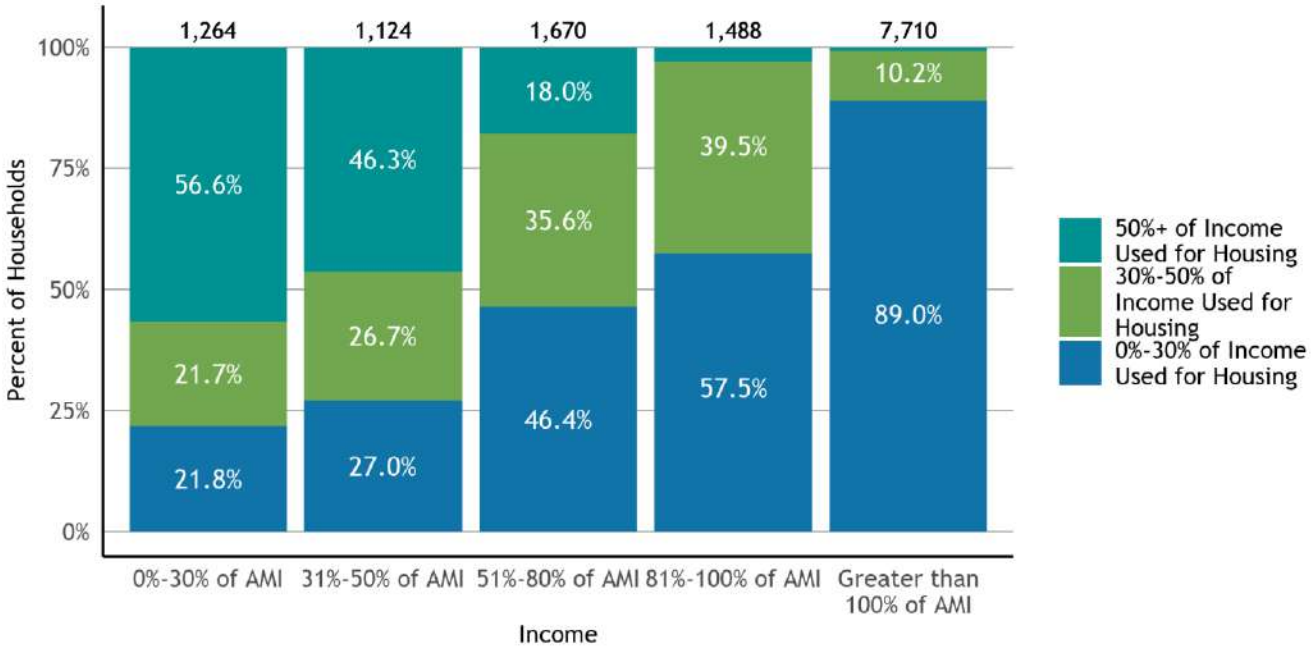


Figure 28: Cost Burden by Income Level

Universe: Occupied housing units
Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-05.

Currently, people of color are more likely to experience poverty and financial instability as a result of federal and local housing policies that have historically excluded them from the same opportunities extended to white residents. As a result, they often pay a greater percentage of their income on housing, and in turn, are at a greater risk of housing insecurity.

American Indian or Alaska Native, Non-Hispanic residents are the most cost burdened with *46.2%* spending 30% to 50% of their income on housing, and *Hispanic or Latinx* residents are the most severely cost burdened with *22.1%* spending more than 50% of their income on housing (see Figure 29).

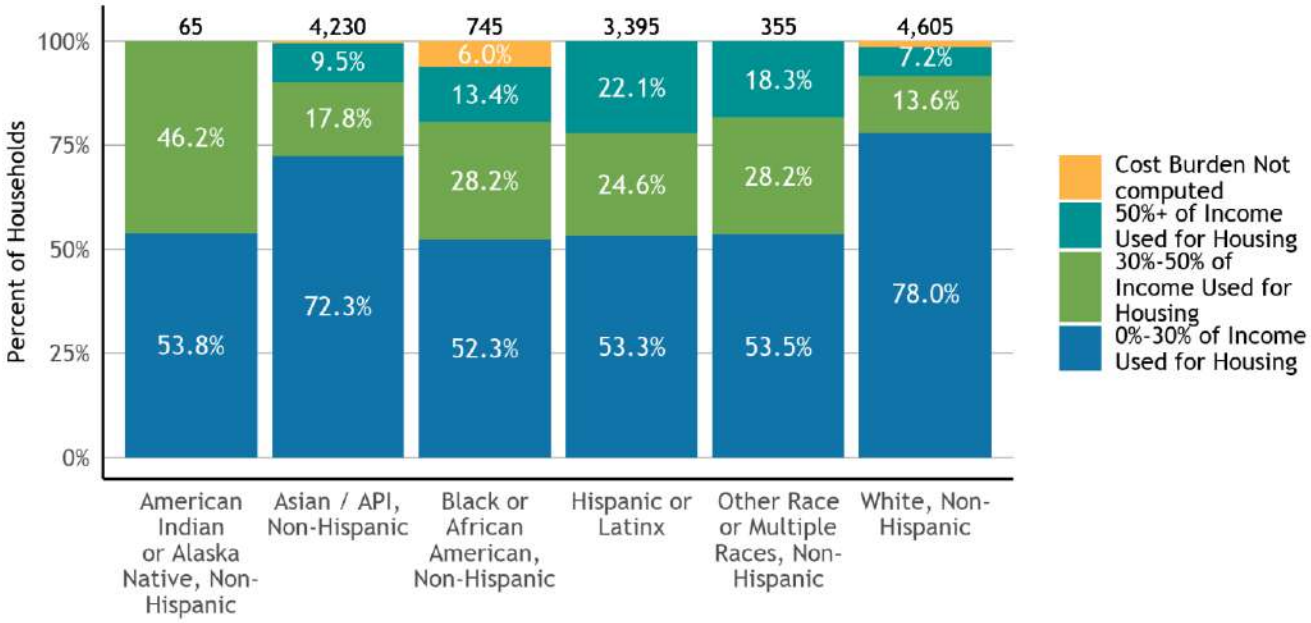


Figure 29: Cost Burden by Race

Universe: Occupied housing units
Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income. For the purposes of this graph, the "Hispanic or Latinx" racial/ethnic group represents those who identify as having Hispanic/Latinx ethnicity and may also be members of any racial group. All other racial categories on this graph represent those who identify with that racial category and do not identify with Hispanic/Latinx ethnicity.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-08.

Large family households often have special housing needs due to a lack of adequately sized affordable housing available. The higher costs required for homes with multiple bedrooms can result in larger families experiencing a disproportionate cost burden than the rest of the population and can increase the risk of housing insecurity.

In Newark, 22.3% of large family households experience a cost burden of 30%-50%, while 13.4% of households spend more than half of their income on housing. Some 18.5% of all other households have a cost burden of 30%-50%, with 12.1% of households spending more than 50% of their income on housing (see Figure 30).

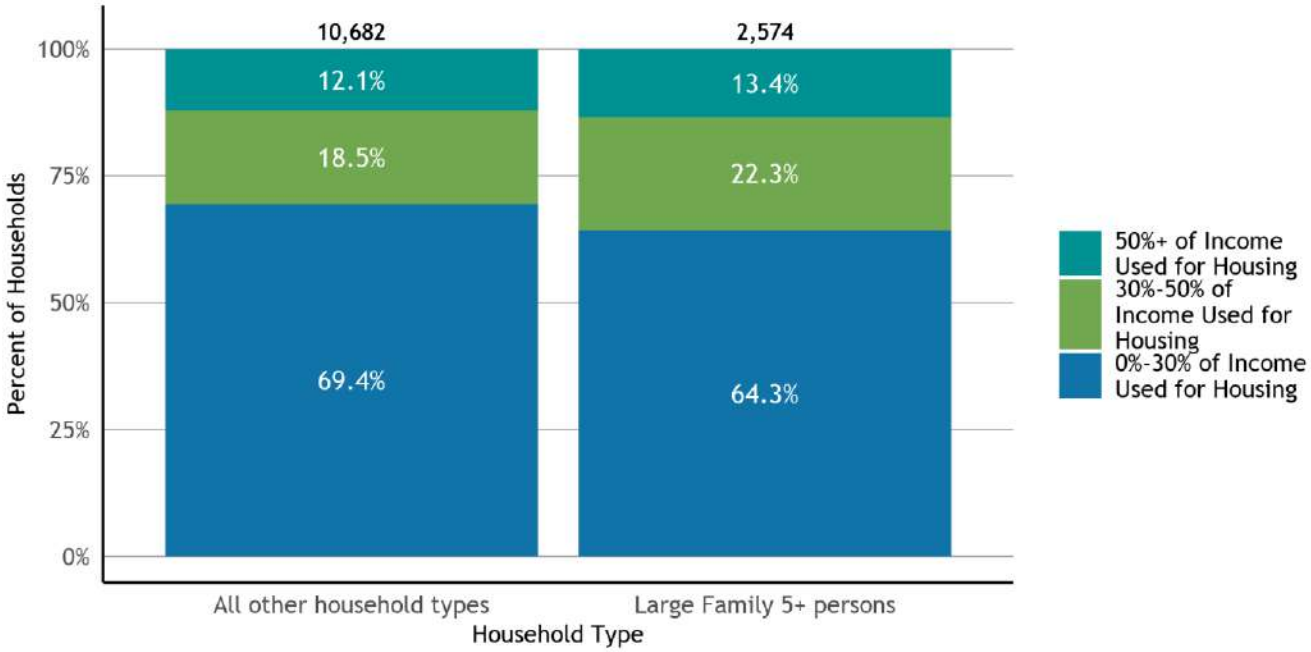


Figure 30: Cost Burden by Household Size

Universe: Occupied housing units
Notes: Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-09.

When cost-burdened seniors are no longer able to make house payments or pay rents, displacement from their homes can occur, putting further stress on the local rental market or forcing residents out of the community they call home. Understanding how seniors might be cost-burdened is of particular importance due to their special housing needs, particularly for low-income seniors. 21.8% of seniors making less than 30% of AMI are spending the majority of their income on housing. For seniors making more than 100% of AMI, 89.3% are not cost-burdened and spend less than 30% of their income on housing (see Figure 31).

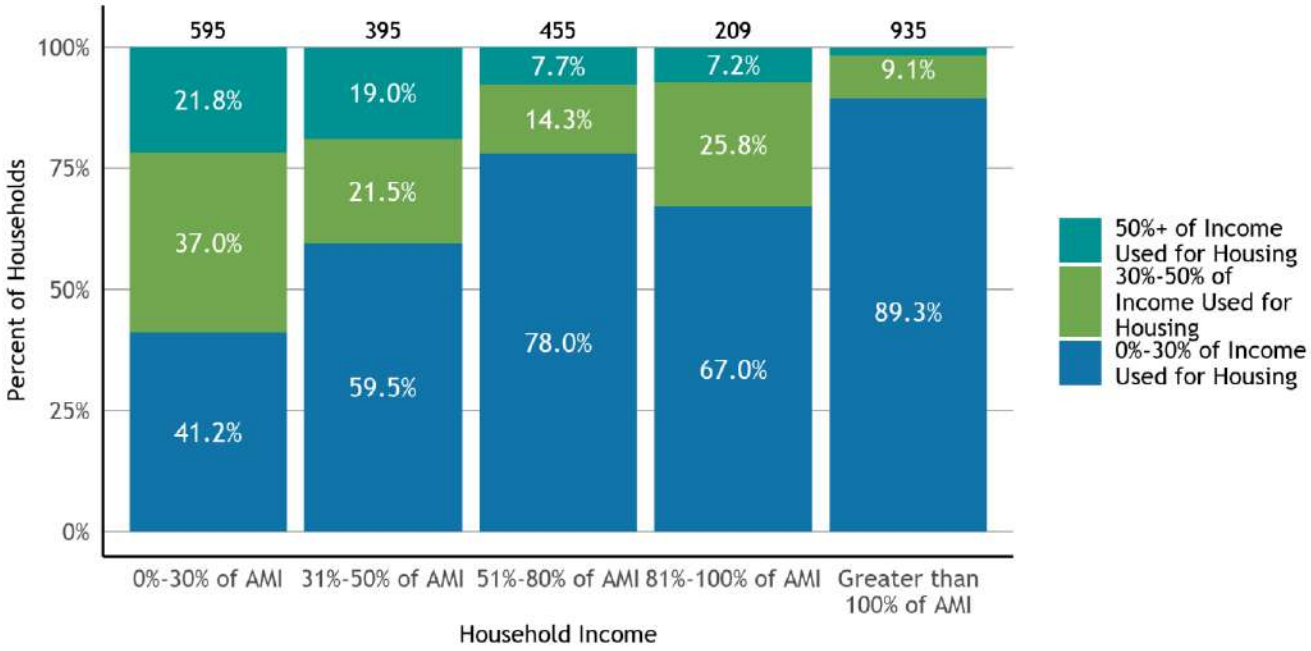


Figure 31: Cost-Burdened Senior Households by Income Level

Universe: Senior households
Notes: For the purposes of this graph, senior households are those with a householder who is aged 62 or older. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table SEN-03.

Overcrowding occurs when the number of people living in a household is greater than the home was designed to hold. There are several different standards for defining overcrowding, but this report uses the Census Bureau definition, which is more than one occupant per room (not including bathrooms or kitchens). Additionally, the Census Bureau considers units with more than 1.5 occupants per room to be severely overcrowded.

Overcrowding is often related to the cost of housing and can occur when demand in a city or region is high. In many cities, overcrowding is seen more amongst those that are renting, with multiple households sharing a unit to make it possible to stay in their communities. In Newark, 9.3% of households that rent are severely overcrowded (more than 1.5 occupants per room), compared to 0.6% of households that own (see Figure 32). In Newark, 17.7% of renters experience moderate overcrowding (1 to 1.5 occupants per room), compared to 4.9% for those own.

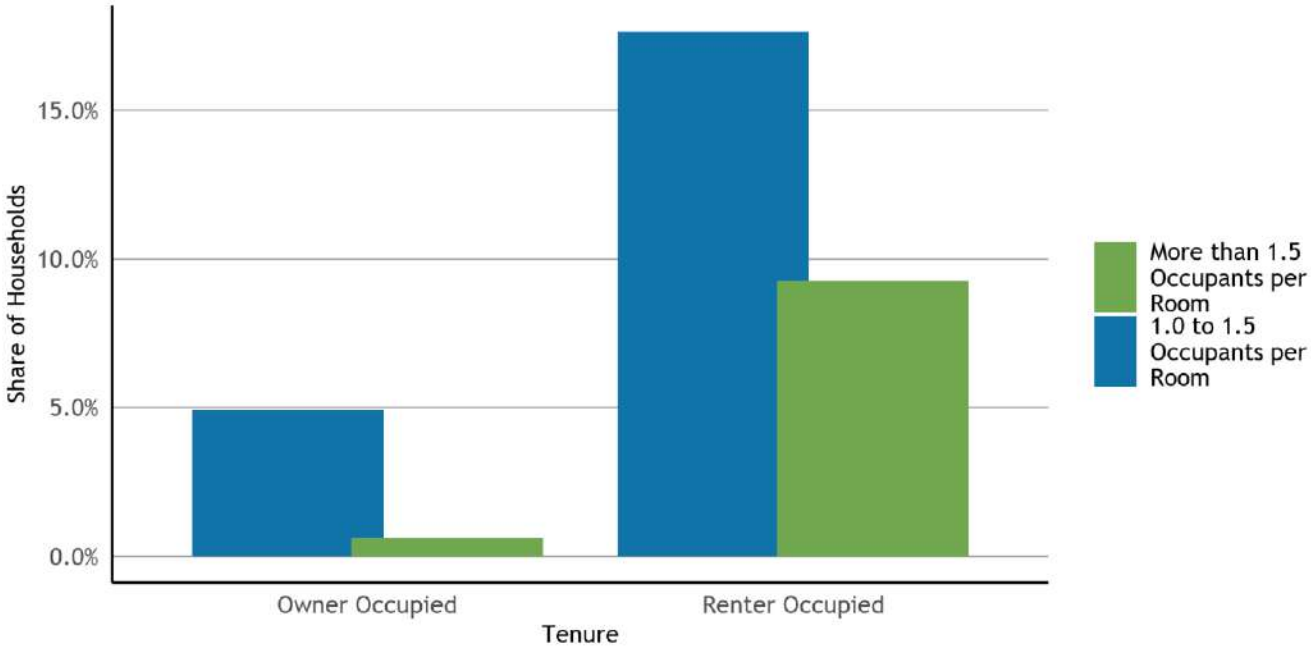


Figure 32: Overcrowding by Tenure and Severity

Universe: Occupied housing units
Notes: The Census Bureau defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens), and units with more than 1.5 persons per room are considered severely overcrowded.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-01.

Overcrowding often disproportionately impacts low-income households. 3.6% of very low-income households (below 50% AMI) experience severe overcrowding, while 1.4% of households above 100% experience this level of overcrowding (see Figure 33).

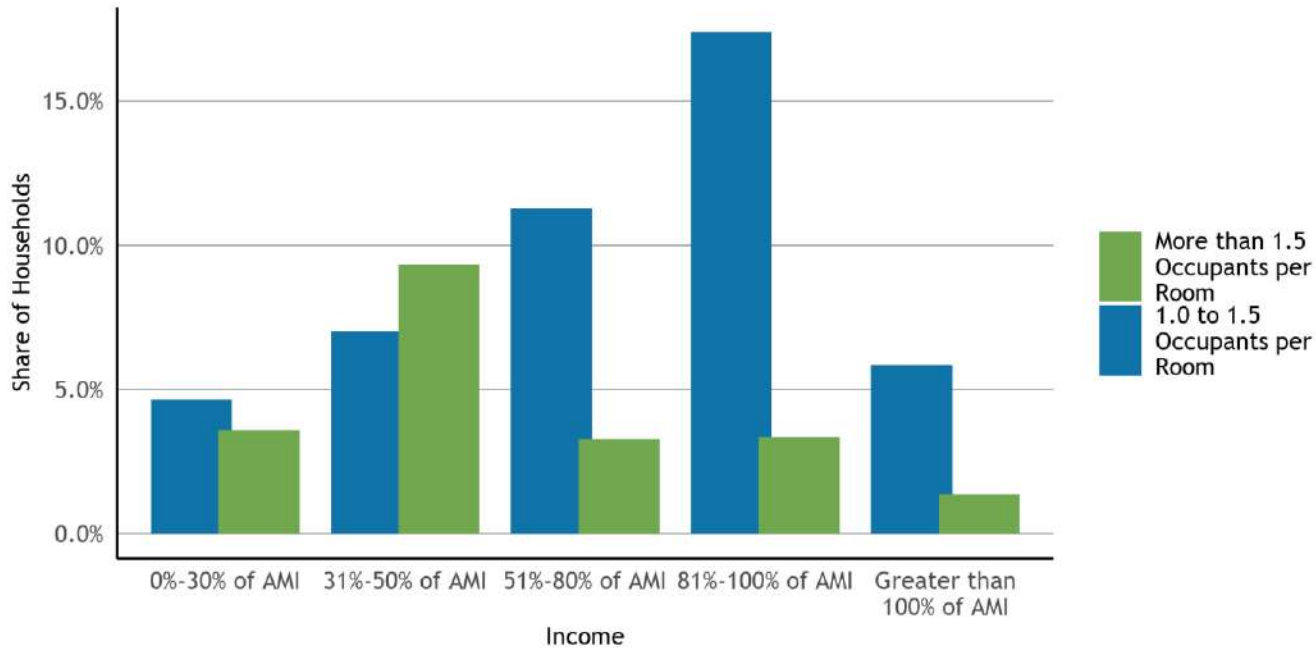


Figure 33: Overcrowding by Income Level and Severity

Universe: Occupied housing units
Notes: The Census Bureau defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens), and units with more than 1.5 persons per room are considered severely overcrowded. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-04.

Communities of color are more likely to experience overcrowding similar to how they are more likely to experience poverty, financial instability, and housing insecurity. People of color tend to experience overcrowding at higher rates than White residents. In Newark, the racial group with the largest overcrowding rate is *Other Race or Multiple Races (Hispanic and Non-Hispanic)* (see Figure 34)

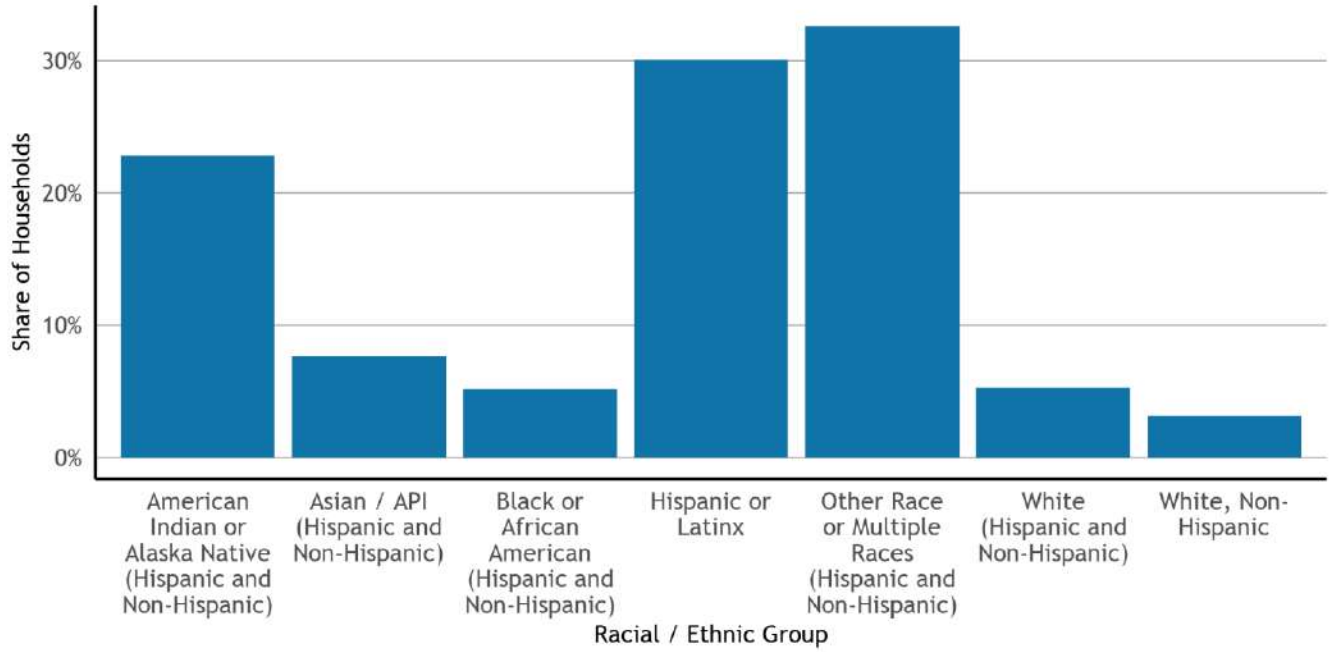


Figure 34: Overcrowding by Race

Universe: Occupied housing units
Notes: The Census Bureau defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens), and units with more than 1.5 persons per room are considered severely overcrowded. For this table, the Census Bureau does not disaggregate racial groups by Hispanic/Latinx ethnicity. However, data for the white racial group is also reported for white householders who are not Hispanic/Latinx. Since residents who identify as white and Hispanic/Latinx may have very different experiences within the housing market and the economy from those who identify as white and non-Hispanic/Latinx, data for multiple white sub-groups are reported here. The racial/ethnic groups reported in this table are not all mutually exclusive. Therefore, the data should not be summed as the sum exceeds the total number of occupied housing units for this jurisdiction. However, all groups labelled "Hispanic and Non-Hispanic" are mutually exclusive, and the sum of the data for these groups is equivalent to the total number of occupied housing units.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25014
For the data table behind this figure, please refer to the Data Packet Workbook, Table OVER-03.

6 SPECIAL HOUSING NEEDS

6.1 Large Households

Large households often have different housing needs than smaller households. If a city's rental housing stock does not include larger apartments, large households who rent could end up living in overcrowded conditions. In Newark, for large households with 5 or more persons, most units (57.4%) are owner occupied (see Figure 35). In 2017, 17.4% of large households were very low-income, earning less than 50% of the area median income (AMI).

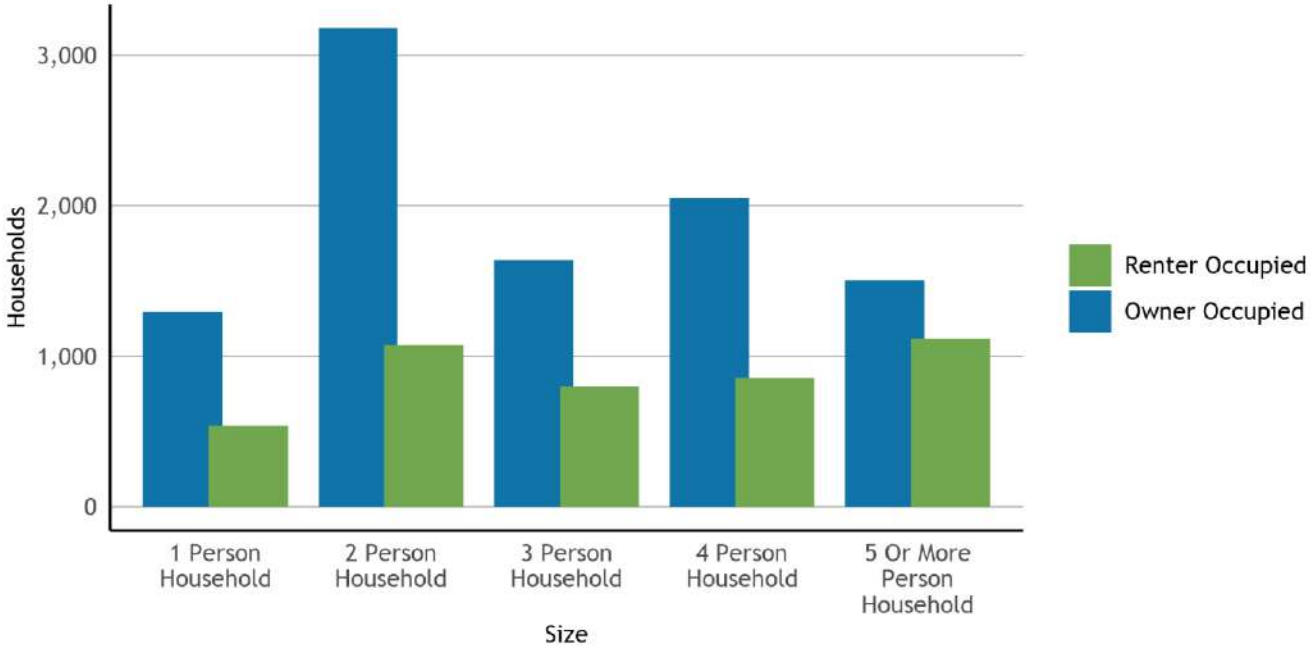


Figure 35: Household Size by Tenure

Universe: Occupied housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25009
For the data table behind this figure, please refer to the Data Packet Workbook, Table LGFEM-01.

The unit sizes available in a community affect the household sizes that can access that community. Large families are generally served by housing units with 3 or more bedrooms, of which there are 10,345 units in Newark. Among these large units with 3 or more bedrooms, 17.4% are owner-occupied and 82.6% are renter occupied (see Figure 36).

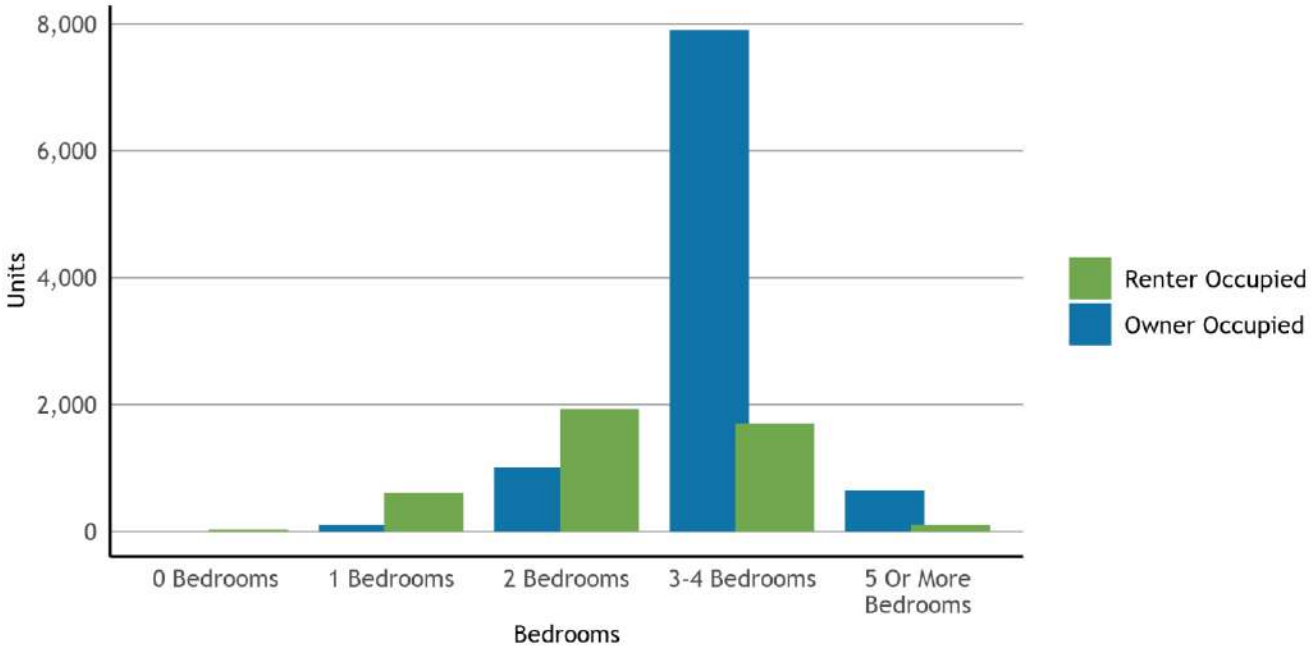


Figure 36: Housing Units by Number of Bedrooms

Universe: Housing units
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B25042
For the data table behind this figure, please refer to the Data Packet Workbook, Table HSG-05.

6.2 Female-Headed Households

Households headed by one person are often at greater risk of housing insecurity, particularly female-headed households, who may be supporting children or a family with only one income. In Newark, the largest proportion of households is *Married-couple Family Households* at 63.0% of total, while *Female-Headed Households* make up 11.8% of all households.

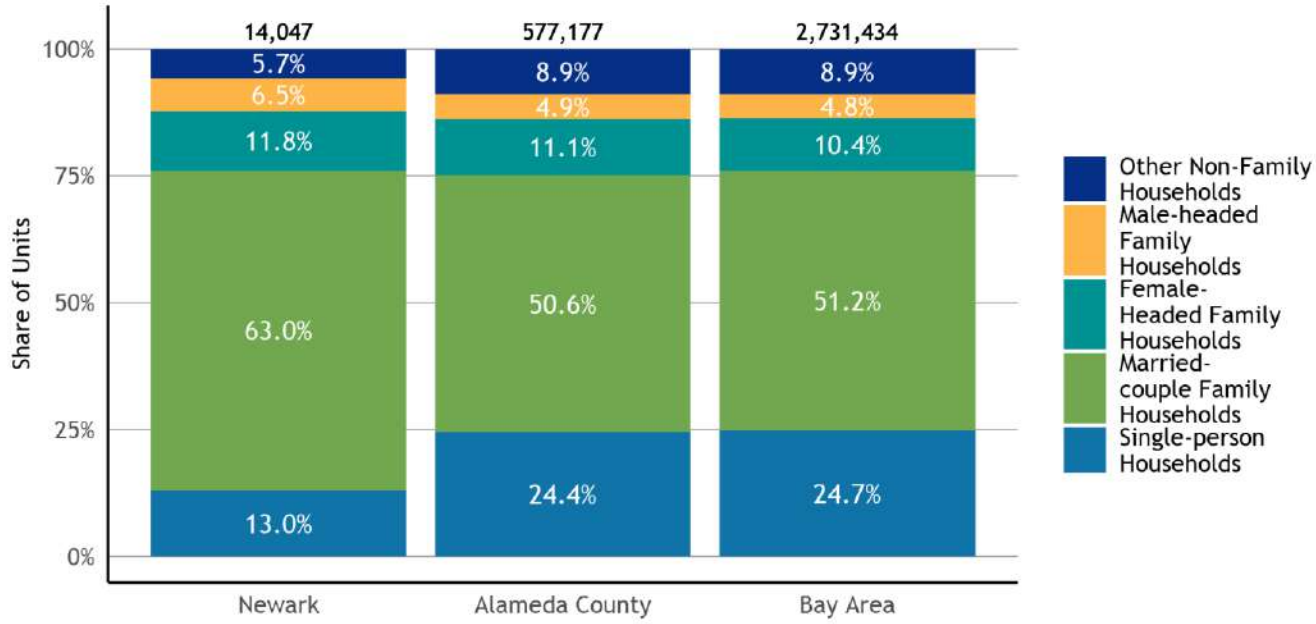


Figure 37: Household Type

Universe: Households
Notes: For data from the Census Bureau, a "family household" is a household where two or more people are related by birth, marriage, or adoption. "Non-family households" are households of one person living alone, as well as households where none of the people are related to each other.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B11001
For the data table behind this figure, please refer to the Data Packet Workbook, Table POPEMP-23.

Female-headed households with children may face particular housing challenges, with pervasive gender inequality resulting in lower wages for women. Moreover, the added need for childcare can make finding a home that is affordable more challenging.

In Newark, 22.8% of female-headed households with children fall below the Federal Poverty Line, while 5.7% of female-headed households *without* children live in poverty (see Figure 38).

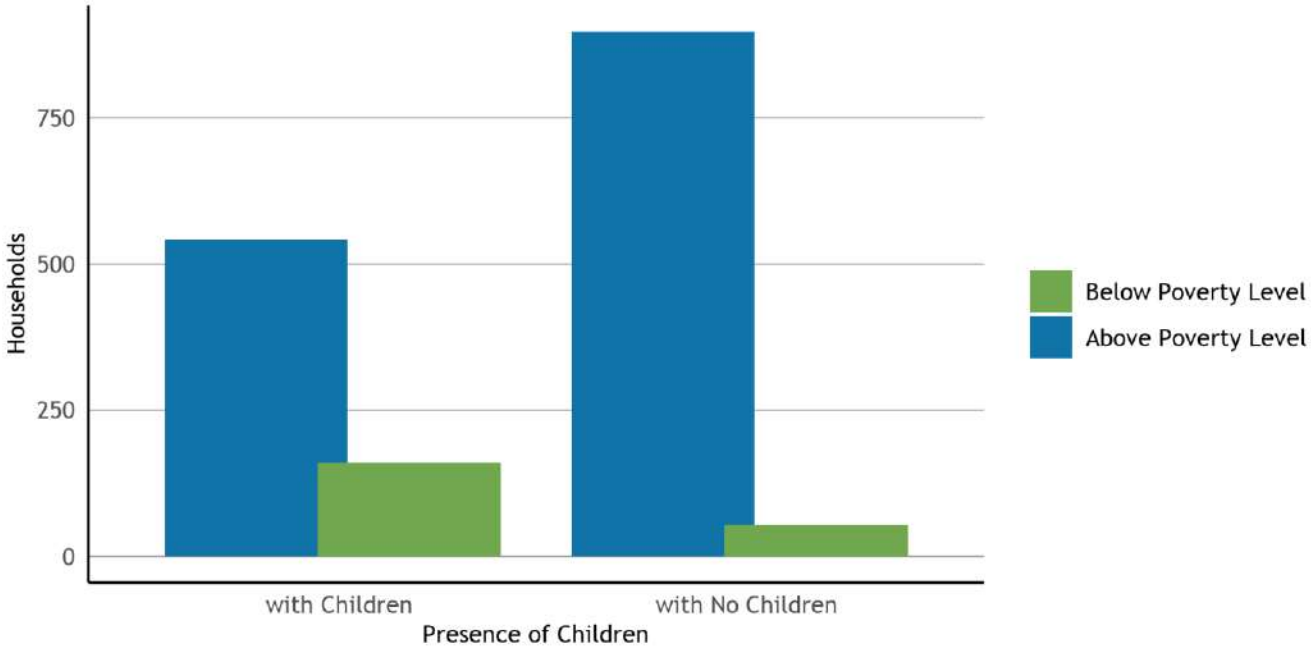


Figure 38: Female-Headed Households by Poverty Status

Universe: Female Households
Notes: The Census Bureau uses a federally defined poverty threshold that remains constant throughout the country and does not correspond to Area Median Income.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B17012
For the data table behind this figure, please refer to the Data Packet Workbook, Table LGFEM-05.

6.3 Seniors

Senior households often experience a combination of factors that can make accessing or keeping affordable housing a challenge. They often live on fixed incomes and are more likely to have disabilities, chronic health conditions and/or reduced mobility.

Seniors who rent may be at even greater risk for housing challenges than those who own, due to income differences between these groups. The largest proportion of senior households who rent make *0%-30% of AMI*, while the largest proportion of senior households who are homeowners falls in the income group *Greater than 100% of AMI* (see Figure 39).

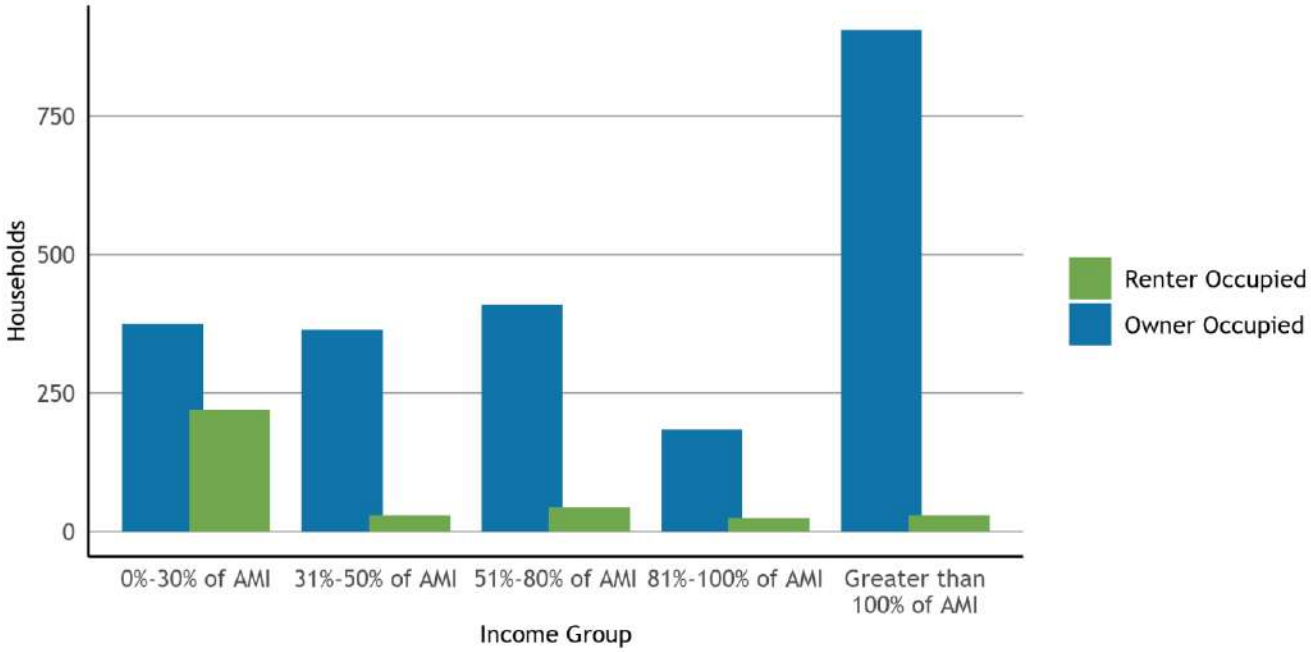


Figure 39: Senior Households by Income and Tenure

Universe: Senior households
Notes: For the purposes of this graph, senior households are those with a householder who is aged 62 or older. Income groups are based on HUD calculations for Area Median Income (AMI). HUD calculates the AMI for different metropolitan areas, and the nine county Bay Area includes the following metropolitan areas: Napa Metro Area (Napa County), Oakland-Fremont Metro Area (Alameda and Contra Costa Counties), San Francisco Metro Area (Marin, San Francisco, and San Mateo Counties), San Jose-Sunnyvale-Santa Clara Metro Area (Santa Clara County), Santa Rosa Metro Area (Sonoma County), and Vallejo-Fairfield Metro Area (Solano County). The AMI levels in this chart are based on the HUD metro area where this jurisdiction is located.
Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release
For the data table behind this figure, please refer to the Data Packet Workbook, Table SEN-01.

6.4 People with Disabilities

People with disabilities face additional housing challenges. Encompassing a broad group of individuals living with a variety of physical, cognitive and sensory impairments, many people with disabilities live on fixed incomes and are in need of specialized care, yet often rely on family members for assistance due to the high cost of care.

When it comes to housing, people with disabilities are not only in need of affordable housing but accessibly designed housing, which offers greater mobility and opportunity for independence. Unfortunately, the need typically outweighs what is available, particularly in a housing market with such high demand. People with disabilities are at a high risk for housing insecurity, homelessness and institutionalization, particularly when they lose aging caregivers. Figure 40 shows the rates at which different disabilities are present among residents of Newark. Overall, 7.6% of people in Newark have a disability of any kind.[22]

[22] These disabilities are counted separately and are not mutually exclusive, as an individual may report more than one disability. These counts should not be summed.

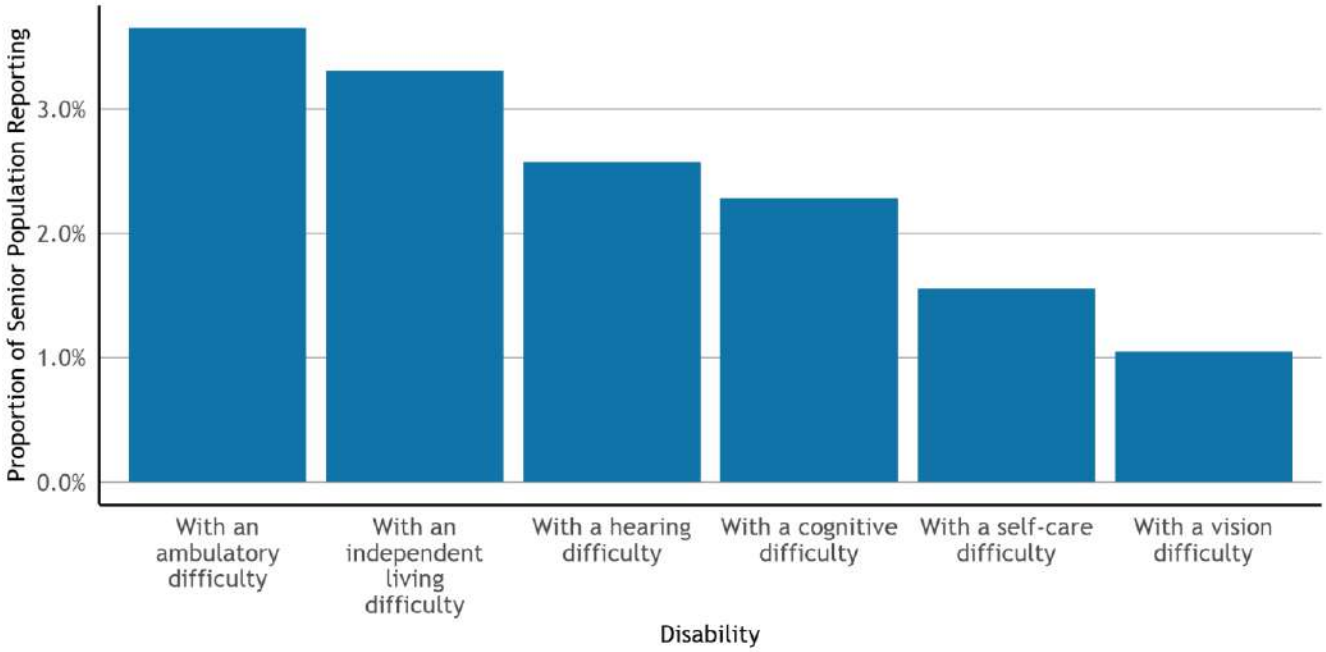


Figure 40: Disability by Type

Universe: Civilian noninstitutionalized population 18 years and over
Notes: These disabilities are counted separately and are not mutually exclusive, as an individual may report more than one disability. These counts should not be summed. The Census Bureau provides the following definitions for these disability types: Hearing difficulty: deaf or has serious difficulty hearing. Vision difficulty: blind or has serious difficulty seeing even with glasses. Cognitive difficulty: has serious difficulty concentrating, remembering, or making decisions. Ambulatory difficulty: has serious difficulty walking or climbing stairs. Self-care difficulty: has difficulty dressing or bathing. Independent living difficulty: has difficulty doing errands alone such as visiting a doctor's office or shopping.
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B18102, Table B18103, Table B18104, Table B18105, Table B18106, Table B18107.
For the data table behind this figure, please refer to the Data Packet Workbook, Table DISAB-01.

State law also requires Housing Elements to examine the housing needs of people with developmental disabilities. Developmental disabilities are defined as severe, chronic, and attributed to a mental or physical impairment that begins before a person turns 18 years old. This can include Down's Syndrome, autism, epilepsy, cerebral palsy, and mild to severe mental retardation. Some people with developmental disabilities are unable to work, rely on Supplemental Security Income, and live with family members. In addition to their specific housing needs, they are at increased risk of housing insecurity after an aging parent or family member is no longer able to care for them.[23]

In Newark, of the population with a developmental disability, children under the age of 18 make up 56.3%, while adults account for 43.7%.

[23] For more information or data on developmental disabilities in your jurisdiction, contact the Golden Gate Regional Center for Marin, San Francisco and San Mateo Counties; the North Bay Regional Center for Napa, Solano and Sonoma Counties; the Regional Center for the East Bay for Alameda and Contra Costa Counties; or the San Andreas Regional Center for Santa Clara County.

Table 5: Population with Developmental Disabilities by Age

Age Group	value
Age Under 18	156
Age 18+	121

Universe: Population with developmental disabilities
Notes: The California Department of Developmental Services is responsible for overseeing the coordination and delivery of services to more than 330,000 Californians with developmental disabilities including cerebral palsy, intellectual disability, Down syndrome, autism, epilepsy, and related conditions. The California Department of Developmental Services provides ZIP code level counts. To get jurisdiction-level estimates, ZIP code counts were crosswalked to jurisdictions using census block population counts from Census 2010 SF1 to determine the share of a ZIP code to assign to a given jurisdiction.
Source: California Department of Developmental Services, Consumer Count by California ZIP Code and Age Group (2020)
This table is included in the Data Packet Workbook as Table DISAB-04.

The most common living arrangement for individuals with disabilities in Newark is the home of parent /family /guardian.

Table 6: Population with Developmental Disabilities by Residence

Residence Type	value
Home of Parent /Family /Guardian	244
Community Care Facility	20
Independent /Supported Living	12
Foster /Family Home	5
Other	0
Intermediate Care Facility	0

Universe: Population with developmental disabilities
Notes: The California Department of Developmental Services is responsible for overseeing the coordination and delivery of services to more than 330,000 Californians with developmental disabilities including cerebral palsy, intellectual disability, Down syndrome, autism, epilepsy, and related conditions. The California Department of Developmental Services provides ZIP code level counts. To get jurisdiction-level estimates, ZIP code counts were crosswalked to jurisdictions using census block population counts from Census 2010 SF1 to determine the share of a ZIP code to assign to a given jurisdiction.
Source: California Department of Developmental Services, Consumer Count by California ZIP Code and Residence Type (2020)
This table is included in the Data Packet Workbook as Table DISAB-05.

6.5 Homelessness

Homelessness remains an urgent challenge in many communities across the state, reflecting a range of social, economic, and psychological factors. Rising housing costs result in increased risks of community members experiencing homelessness. Far too many residents who have found themselves housing insecure have ended up unhoused or homeless in recent years, either temporarily or longer term. Addressing the specific housing needs for the unhoused population remains a priority throughout the region, particularly since homelessness is disproportionately experienced by people of color, people with disabilities, those struggling with addiction and those dealing with traumatic life circumstances. In Alameda County, the most common type of household experiencing homelessness is those without children in their care. Among households experiencing homelessness that do not have children, 84.0% are unsheltered. Of homeless households with children, most are sheltered in emergency shelter (see Figure 41).

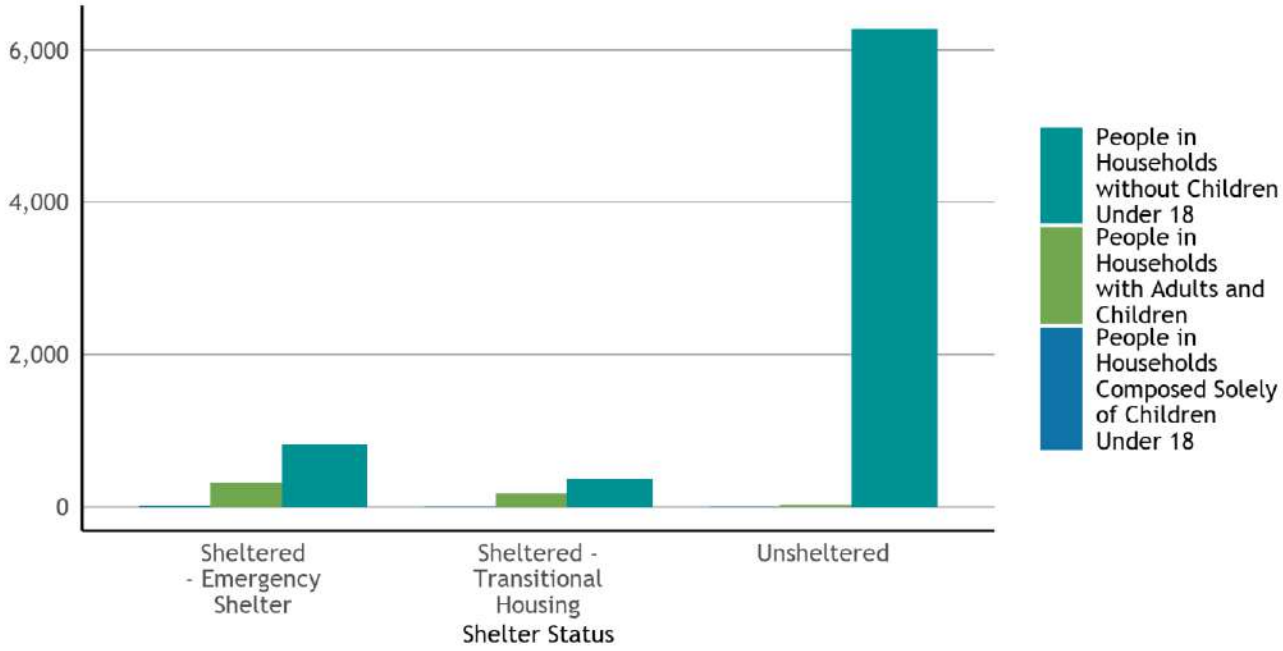


Figure 41: Homelessness by Household Type and Shelter Status, Alameda County

Universe: Population experiencing homelessness
Notes: This data is based on Point-in-Time (PIT) information provided to HUD by CoCs in the application for CoC Homeless Assistance Programs. The PIT Count provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January. Each Bay Area county is its own CoC, and so the data for this table is provided at the county-level. Per HCD's requirements, jurisdictions will need to supplement this county-level data with local estimates of people experiencing homelessness.
Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019)
For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-01.

People of color are more likely to experience poverty and financial instability as a result of federal and local housing policies that have historically excluded them from the same opportunities extended to white residents. Consequently, people of color are often disproportionately impacted by homelessness, particularly Black residents of the Bay Area. In Alameda County, Black or African American (Hispanic and Non-Hispanic) residents represent the largest proportion of residents experiencing homelessness and account for 47.3% of the homeless population, while making up 10.6% of the overall population (see Figure 42).

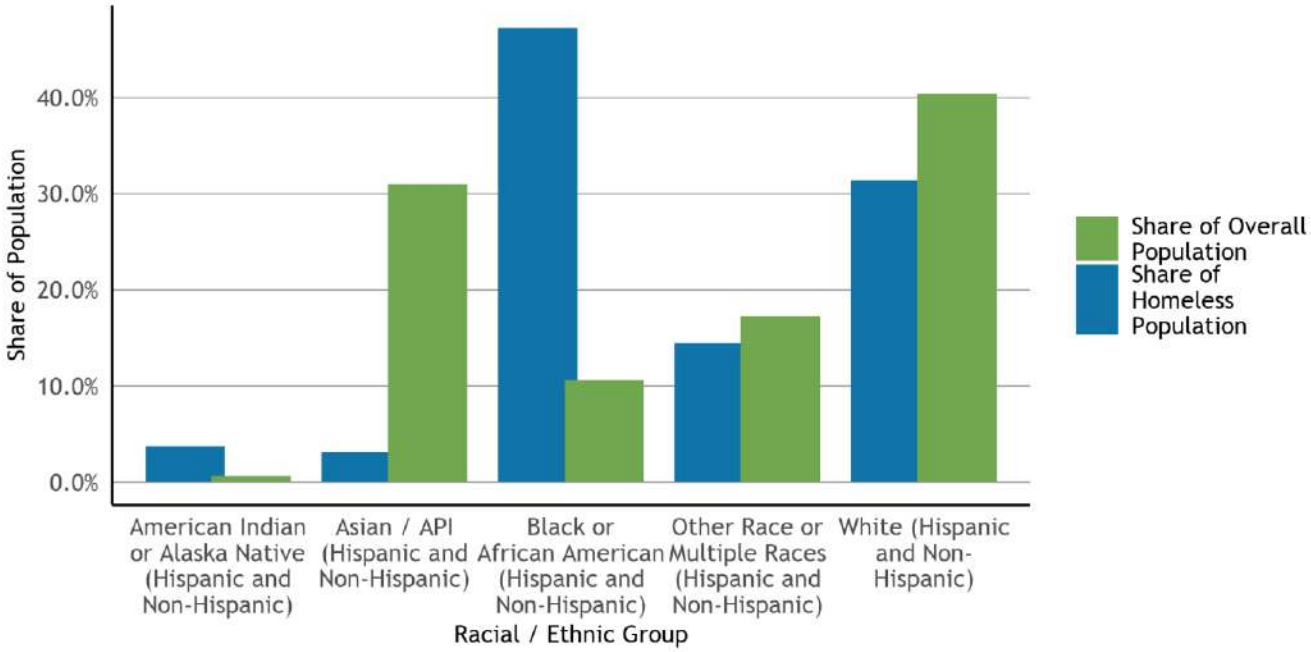


Figure 42: Racial Group Share of General and Homeless Populations, Alameda County

Universe: Population experiencing homelessness
Notes: This data is based on Point-in-Time (PIT) information provided to HUD by CoCs in the application for CoC Homeless Assistance Programs. The PIT Count provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January. Each Bay Area county is its own CoC, and so the data for this table is provided at the county-level. Per HCD's requirements, jurisdictions will need to supplement this county-level data with local estimates of people experiencing homelessness. HUD does not disaggregate racial demographic data by Hispanic/Latinx ethnicity for people experiencing homelessness. Instead, HUD reports data on Hispanic/Latinx ethnicity for people experiencing homelessness in a separate table. Accordingly, the racial group data listed here includes both Hispanic/Latinx and non-Hispanic/Latinx individuals.
Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019); U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001(A-I)
For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-02.

In Alameda, Latinx residents represent 17.3% of the population experiencing homelessness, while Latinx residents comprise 22.5% of the general population (see Figure 43).

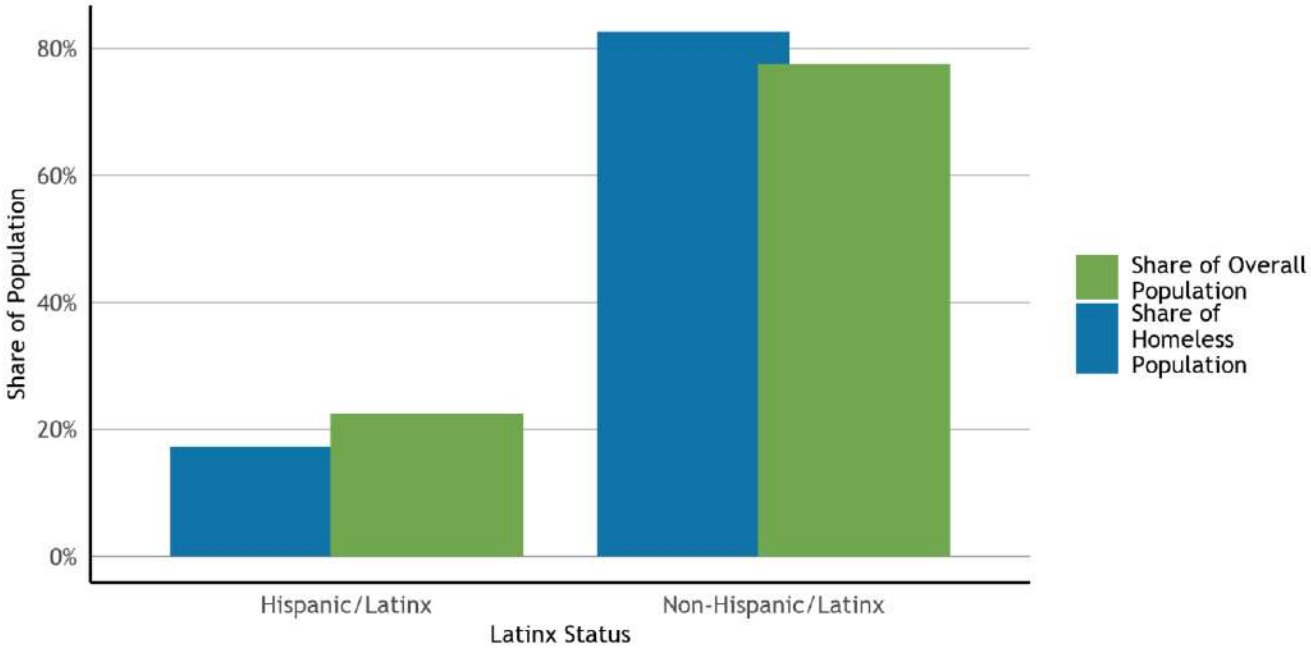


Figure 43: Latinx Share of General and Homeless Populations, Alameda County

Universe: Population experiencing homelessness
Notes: This data is based on Point-in-Time (PIT) information provided to HUD by CoCs in the application for CoC Homeless Assistance Programs. The PIT Count provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January. Each Bay Area county is its own CoC, and so the data for this table is provided at the county-level. Per HCD's requirements, jurisdictions will need to supplement this county-level data with local estimates of people experiencing homelessness. The data from HUD on Hispanic/Latinx ethnicity for individuals experiencing homelessness does not specify racial group identity. Accordingly, individuals in either ethnic group identity category (Hispanic/Latinx or non-Hispanic/Latinx) could be of any racial background.
Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019); U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B01001(A-I)
For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-03.

Many of those experiencing homelessness are dealing with severe issues – including mental illness, substance abuse and domestic violence – that are potentially life threatening and require additional assistance. In Alameda County, homeless individuals are commonly challenged by severe mental illness, with 2,590 reporting this condition (see Figure 12). Of those, some 78.3% are unsheltered, further adding to the challenge of handling the issue.

Note on Homelessness Data

Notably all the data on homelessness provided above is for the entire county. This data comes from the Department of Housing and Urban Development's (HUD) Point in Time count, which is the most comprehensive publicly available data source on people experiencing homelessness. HUD only provides this data at the county-level and not for specific jurisdictions. However, Housing Element law requires local jurisdictions to estimate or count of the daily average number of people lacking shelter. Therefore, staff will need to supplement the data in this document with additional local data on the number of people experiencing homelessness. If staff do not have estimates of people experiencing homelessness in their jurisdiction readily available, HCD recommends contacting local service providers such as continuum-of-care providers, local homeless shelter and service providers, food

programs, operators of transitional housing programs, local drug and alcohol program service providers, and county mental health and social service departments.[24]

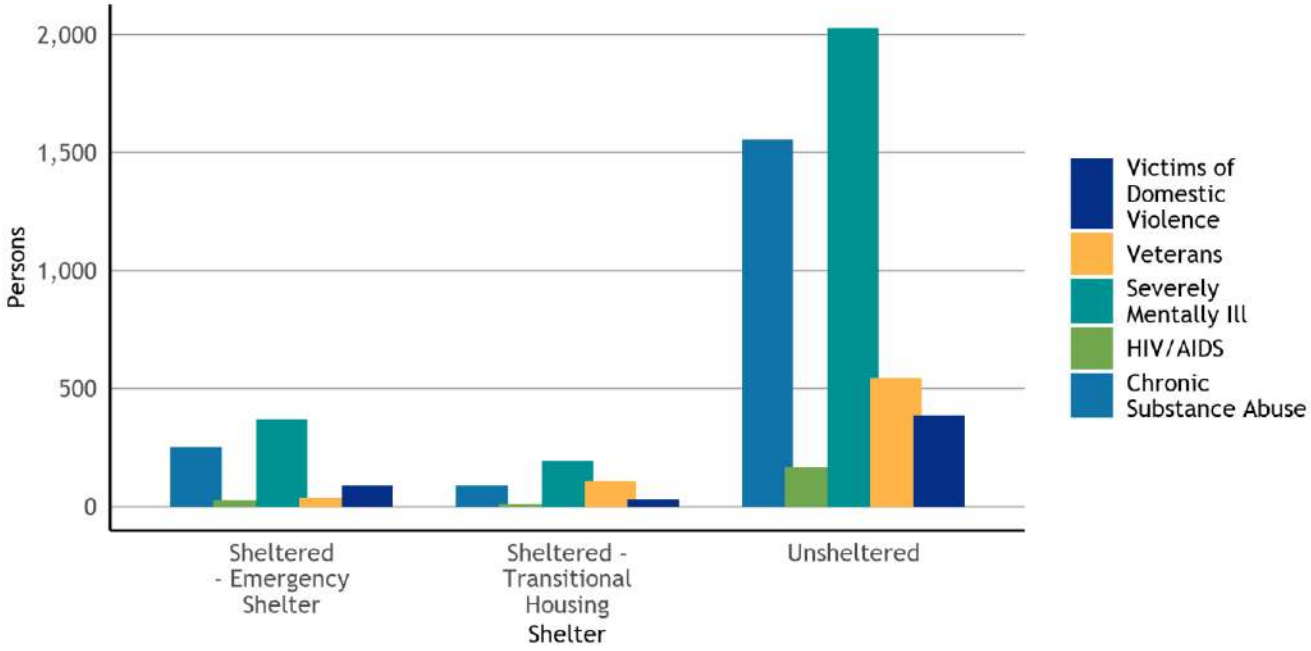


Figure 44: Characteristics for the Population Experiencing Homelessness, Alameda County

Universe: Population experiencing homelessness
Notes: This data is based on Point-in-Time (PIT) information provided to HUD by CoCs in the application for CoC Homeless Assistance Programs. The PIT Count provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January. Each Bay Area county is its own CoC, and so the data for this table is provided at the county-level. Per HCD's requirements, jurisdictions will need to supplement this county-level data with local estimates of people experiencing homelessness. These challenges/characteristics are counted separately and are not mutually exclusive, as an individual may report more than one challenge/characteristic. These counts should not be summed.
Source: U.S. Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Homeless Populations and Subpopulations Reports (2019)
For the data table behind this figure, please refer to the Data Packet Workbook, Table HOMELS-04.

In Newark, the student population experiencing homelessness totaled 300 during the 2019-20 school year and increased by 9.1% since the 2016-17 school year. By comparison, Alameda County has seen a 18.7% decrease in the population of students experiencing homelessness since the 2016-17 school year, and the Bay Area population of students experiencing homelessness decreased by 8.5%. During the 2019-2020 school year, there were still some 13,718 students experiencing homelessness throughout the region, adding undue burdens on learning and thriving, with the potential for longer term negative effects.

The number of students in Newark experiencing homelessness in 2019 represents 10.5% of the Alameda County total and 2.2% of the Bay Area total.

[24] For more information, see HCD's Building Blocks webpage for People Experiencing Homelessness: https://www.hcd.ca.gov/community-development/building-blocks/housing-needs/people-experiencing-homelessness.shtml

Table 7: Students in Local Public Schools Experiencing Homelessness

AcademicYear	Newark	Alameda County	Bay Area
2016-17	275	3531	14990
2017-18	236	3309	15142
2018-19	192	3182	15427
2019-20	300	2870	13718

Universe: Total number of unduplicated primary and short-term enrollments within the academic year (July 1 to June 30), public schools
Notes: The California Department of Education considers students to be homeless if they are unsheltered, living in temporary shelters for people experiencing homelessness, living in hotels/motels, or temporarily doubled up and sharing the housing of other persons due to the loss of housing or economic hardship. The data used for this table was obtained at the school site level, matched to a file containing school locations, geocoded and assigned to jurisdiction, and finally summarized by geography.
Source: California Department of Education, California Longitudinal Pupil Achievement Data System (CALPADS), Cumulative Enrollment Data (Academic Years 2016-2017, 2017-2018, 2018-2019, 2019-2020)
This table is included in the Data Packet Workbook as Table HOMELS-05.

6.6 Farmworkers

Across the state, housing for farmworkers has been recognized as an important and unique concern. Farmworkers generally receive wages that are considerably lower than other jobs and may have temporary housing needs. Finding decent and affordable housing can be challenging, particularly in the current housing market.

In Newark, the migrant worker student population totaled 72 during the 2019-20 school year and has decreased by 24.0% since the 2016-17 school year. The trend for the region for the past few years has been a decline of 2.4% in the number of migrant worker students since the 2016-17 school year. The change at the county level is a 9.6% decrease in the number of migrant worker students since the 2016-17 school year.

Table 8: Migrant Worker Student Population

AcademicYear	Newark	Alameda County	Bay Area
2016-17	75	874	4630
2017-18	79	1037	4607
2018-19	72	785	4075
2019-20	57	790	3976

Universe: Total number of unduplicated primary and short-term enrollments within the academic year (July 1 to June 30), public schools
Notes: The data used for this table was obtained at the school site level, matched to a file containing school locations, geocoded and assigned to jurisdiction, and finally summarized by geography.
Source: California Department of Education, California Longitudinal Pupil Achievement Data System (CALPADS), Cumulative Enrollment Data (Academic Years 2016-2017, 2017-2018, 2018-2019, 2019-2020)
This table is included in the Data Packet Workbook as Table FARM-01.

According to the U.S. Department of Agriculture Census of Farmworkers, the number of permanent farm workers in Alameda County has decreased since 2002, totaling 305 in 2017, while the number of seasonal farm workers has decreased, totaling 288 in 2017 (see Figure 45).

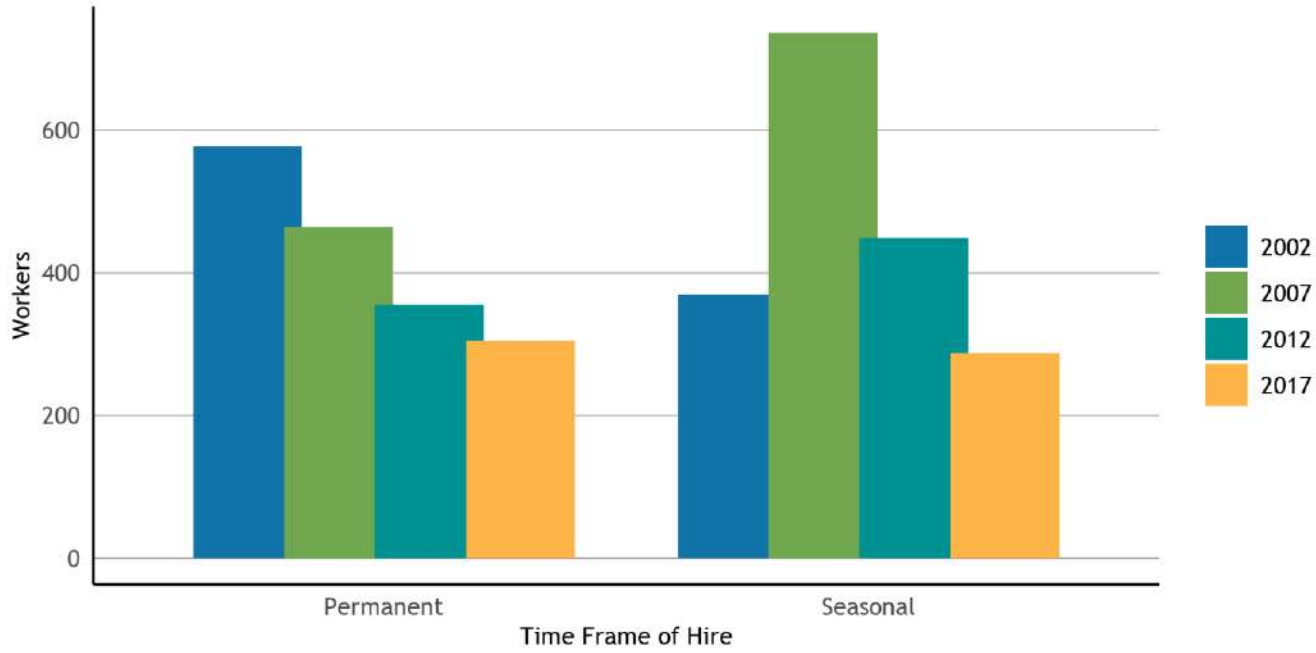


Figure 45: Farm Operations and Farm Labor by County, Alameda County

Universe: Hired farm workers (including direct hires and agricultural service workers who are often hired through labor contractors)
Notes: Farm workers are considered seasonal if they work on a farm less than 150 days in a year, while farm workers who work on a farm more than 150 days are considered to be permanent workers for that farm.
Source: U.S. Department of Agriculture, Census of Farmworkers (2002, 2007, 2012, 2017), Table 7: Hired Farm Labor
For the data table behind this figure, please refer to the Data Packet Workbook, Table FARM-02.

6.7 Non-English Speakers

California has long been an immigration gateway to the United States, which means that many languages are spoken throughout the Bay Area. Since learning a new language is universally challenging, it is not uncommon for residents who have immigrated to the United States to have limited English proficiency. This limit can lead to additional disparities if there is a disruption in housing, such as an eviction, because residents might not be aware of their rights or they might be wary to engage due to immigration status concerns. In Newark, 6.7% of residents 5 years and older identify as speaking English not well or not at all, which is below the proportion for Alameda County. Throughout the region the proportion of residents 5 years and older with limited English proficiency is 8%.

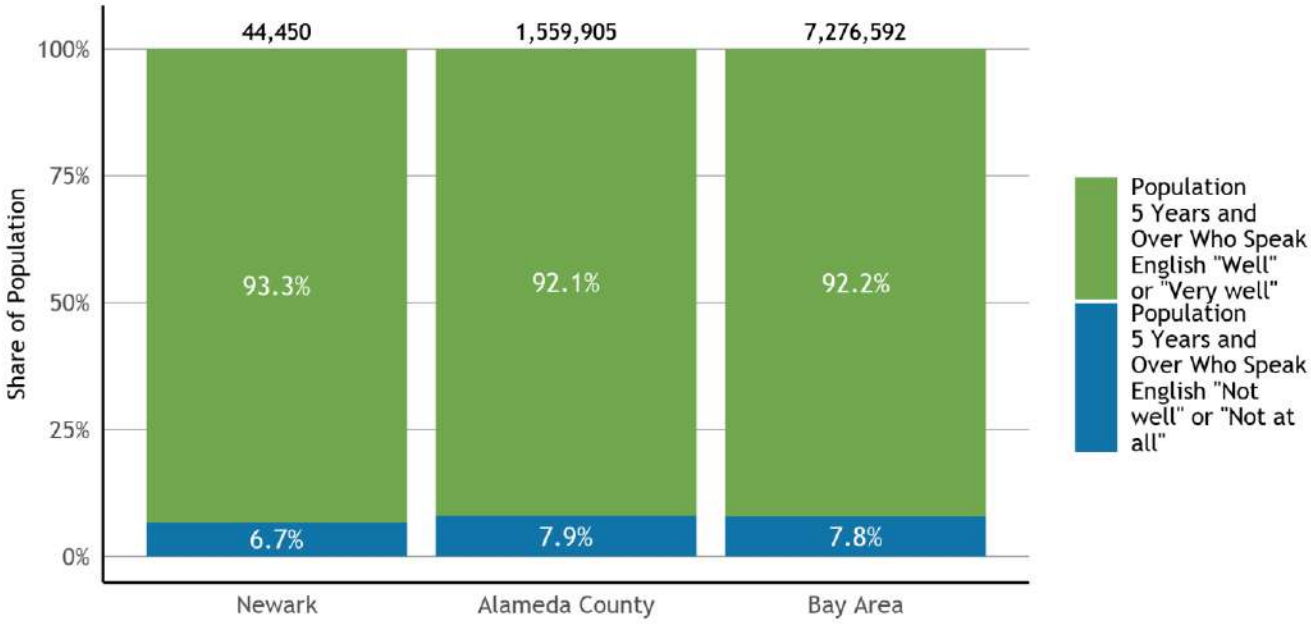


Figure 46: Population with Limited English Proficiency

Universe: Population 5 years and over
Source: U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B16005
For the data table behind this figure, please refer to the Data Packet Workbook, Table AFFH-03.

APPENDIX B PUBLIC ENGAGEMENT AND INPUT SUMMARY

From March 15th through April 30th, 342 people participated in the City of Newark's online community conversation about housing issues and opportunities in Newark. 300 of those responses were in English, 38 in Spanish and 4 in Chinese.

Participants were invited to answer a series of 22 questions covering housing experience and preference, environmental justice and demographic information. The survey was hosted on the SurveyMonkey platform accessible via the city's webpage.

The survey was distributed and advertised in multilingual materials through various platforms to reach as broad of a cross section of the community as possible. It was promoted through social media, print newsletters, email lists to special populations (e.g., seniors, individuals with developmental disabilities), in-person events, and outreach to partner organizations. Our partner organizations were able to extend our reach to the Latinx community, people experiencing and escaping from domestic violence, individuals transitioning from homelessness, and families in the Newark Unified School District.

Essential insights from the survey are that quality of life, in addition to increasing housing affordability and homeownership opportunities for Newark residents, is of great importance and concern.

Approach to Analyses

The following is a summary of responses to each survey question broken down by answer choice. Response Count signifies the number of selections made for a particular answer choice while Respondent Percent signifies the number of respondents who chose the answer choice out of the total number of survey respondents (i.e., 342 people), including the 38 Spanish responses and 4 Chinese responses.

Note: For multi-select questions, the respondent percentages may reflect more than one selection by a single individual rather than all unique responses. Additionally, please keep in mind that for these questions the response count will not sum to the number of respondents who answered the question.

Q1. How concerned are you about the availability of affordable housing in Newark?

Answer Choices	Response Count	Respondent % (out of 342)
Very concerned	182	53%
Somewhat concerned	76	22%
Not that concerned	44	13%
Not at all concerned	35	10%
No opinion/ not sure	4	1%
Number of Respondents	**341**	**100%**

Q2. As we look to improve housing opportunities in Newark, which of the following do you think are the three biggest issues we need to address?

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
We need more homeownership opportunities especially for first time homeowners	226	66%
We need more affordable rental opportunities	140	41%
We need to encourage more housing types (apartments, accessory dwelling Units, duplexes/triplexes)	93	27%
We need more opportunities for those that are unhoused or in danger of being unhoused	96	28%
We need stronger protections for renters (minimum lease terms, relocation benefits)	44	13%
We need low cost home improvement programs for seniors and those on limited incomes	135	39%
Other (please specify)	60	18%
Number of Respondents	**319**	**93%**

Q3. Thinking about the cost of housing from one year ago ...

Answer Choices	Response Count	Respondent % (out of 342)
It is much less expensive to find a home	8	2%
Somewhat less expensive	6	2%
About the same	22	6%
Somewhat more expensive	73	21%
Much more expensive	188	55%
Does not apply/don't know	10	3%
Number of Respondents	**307**	**90%**

Q4. Based on the definition of "affordable" housing as being housing that takes 30% or less of your income to pay for it, how would you describe your current housing situation?

Answer Choices	Response Count	Respondent % (out of 342)
I'm in a home I like at a price I can afford	136	40%
I'm in a home I like but it's taking more than 30% of my income to be here	97	28%
I'm in a home I can afford, but it's not a place I like or meets my needs	54	16%
I'm in a home I can't afford, and don't like	28	8%
Number of Respondents	**315**	**92%**

Q5. If you're not happy with your current housing situation, what would make it better? (Check all that apply.)

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
I need a home with more space	106	31%
I would like to live in a different neighborhood	44	13%
I rent, but would like to own my own home	86	25%
I need a place that is more accessible due to disabilities	14	4%
I need a home with fewer housemates or roommates	24	7%
I like my home, but need to pay less	67	20%
I'm happy with my current housing situation	113	33%
Number of Respondents	**299**	**87%**

Q6. Of the following five options, which three do you think are the most urgent affordable housing needs in Newark at this time?

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
Housing for families - larger units with more bedrooms for all families, especially multigenerational or large families	171	50%
Housing for smaller households - smaller units or housing types for young adults and couples starting out, single households, students and seniors looking to downsize	148	43%
Housing for seniors - specific developments for seniors, including housing with supportive services	112	33%
Housing for people with special needs - greater accessibility and supportive services for those with disabilities	47	14%
Housing for those experiencing homelessness - transitional housing and permanent supportive housing	82	24%
Housing for low-income and underserved households – subsidized housing	119	35%
Other (please specify)	30	9%
Number of Respondents	**298**	**87%**

Q7. Thinking about the future of your neighborhood, what gives you optimism?

The survey received more than 200 responses to this question which were categorized and summarized in part in the community engagement summary included in this Housing Element.

Q8. Do you see your neighborhood as a place of opportunity for yourself and/or your family?

Answer Choices	Response Count	Respondent % (out of 342)
Yes	121	35%
No	60	18%
Somewhat	96	28%
Number of Respondents	**277**	**81%**

Q9. If you didn't answer yes to the previous question, what are three of the most pressing issues that would need to change to feel like there is more opportunity? (Please select up to three)

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
Pollution from vehicles on neighborhood streets and freeways	55	16%
Healthy food and grocery stores close to home or work	71	21%
City infrastructure and facilities that support physical activity, including sidewalks, bicycle lanes, parks, and recreation centers	112	33%
Air or chemical pollution from industrial businesses and activities.	52	15%
Easy to access health care facilities	35	10%
Affordable, safe, and healthy housing conditions	106	31%
Educational opportunities that are academically and culturally supportive	86	25%
Number of Respondents	**219**	**64%**

Q10. The city could do a variety of things to create more housing affordability. of the following six options, which three do you think are the most promising or worth doing? (Please choose 3)

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
Create incentives for building affordable housing	120	35%
Reduce the cost of building all housing, but especially affordable housing through lower fees and faster approvals	113	33%
Allow for a larger variety of housing through the city	93	27%
Use city-owned land for affordable housing	94	27%
Use city funds to get more state, federal and private funding for affordable housing (through the city's Affordable Housing Trust Fund)	117	34%
Enact policies such as inclusionary zoning that allow for a portion of affordable units in each development	96	28%
Number of Respondents	**260**	**76%**

Q11. What kind of housing would you like to see more of? (Check all that apply.)

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
Backyard cottages	125	37%
Duplexes, triplexes and fourplex	86	25%
Cottage clusters	106	31%
Townhomes	104	30%
Small to mid-size multifamily	77	23%
Multifamily buildings downtown	75	22%
Number of Respondents	**252**	**74%**

Q12. Where in Newark would you like to see more housing? (Please select all that apply)

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
Old Town (Thornton Ave between Cherry Street and Ash Street)	141	41%
Bayside Newark (formerly known as The Dumbarton Transit-Oriented Development, near Willow Street and Enterprise Drive)	99	29%
NewPark Place area (Newpark Mall Road and Cedar Blvd)	156	46%
Other (please specify)	46	13%
Number of Respondents	**248**	**73%**

Q13. Which hazards, both natural and human, do you think are most important for Newark to address? (Please choose three)

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
None of the above	8	2%
Wildfires	53	15%
More frequent and intense heat waves	87	25%
Earthquakes	119	35%
Multi-year drought	179	52%
Sea-level rise and related flooding	150	44%
Hazardous materials spills	70	20%
Other (please specify)	32	9%
Number of Respondents	**264**	**77%**

Q14. How concerned are you about the impact of sea level rise, bringing the possibility of increased flooding to the lower-lying communities of Newark?

Answer Choices	Response Count	Respondent % (out of 342)
Very concerned about the impact flooding will have on lower-lying communities	100	29%
Somewhat concerned about the impact flooding will have on these communities	92	27%
Not really concerned about it	50	15%
No opinion, don't have enough information	26	8%
Number of Respondents	**268**	**78%**

Q15. Are there pollution and environmental issues you are concerned about in your neighborhood or larger community? (If so, please check all that apply.)

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
Issues related to car and truck traffic: Noise, air pollution	126	37%
Issues connected to industry in the area: air pollution, dangerous fumes, dumping of chemicals	121	35%
Poor quality drinking water	81	24%
Trash in public spaces, vacant lots, graffiti	168	49%
Other (please specify)	29	8%
Number of Respondents	**250**	**73%**

Q16. What is your connection to Newark? (Please select all that apply.)

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
Live here	242	71%
Work here	51	15%
Go to school here	40	12%
Have a business here	15	4%
Have family or grew up here (but do not live here)	23	7%
Interested in Newark housing issues (but do not live here)	10	3%
Number of Respondents	**255**	**75%**

Q17. Currently I live...

Answer Choices	Response Count	Respondent % (out of 342)
In a home or condo I own	168	49%
In a home or apartment I rent	72	21%
In an unstable/unhoused situation	3	1%
Prefer not to say	11	3%
Number of Respondents	**254**	**74%**

Q18. How would you describe your home?

Answer Choices	Response Count	Respondent % (out of 342)
A single family home	196	57%
A multi-family home such as a duplex or apartment building	53	15%
A mobile or manufactured home	1	0.3%
Other (please specify)	7	2%
Number of Respondents	**250**	**73%**

Q19. What is your age?

Answer Choices	Response Count	Respondent % (out of 342)
Under 19	1	0.3%
20-29	9	3%
30-49	153	45%
50-69	72	21%
70+	18	5%
Number of Respondents	**253**	**74%**

Q20. What is your race and/or ethnicity? (Check all that apply.)

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
American Indian or Alaskan Native	8	2%
Asian or Asian American	63	18%
Black or African American	3	1%
Hispanic or Latino	82	24%
Native Hawaiian or Pacific Islander	8	2%
White or Caucasian	107	31%
Other (please specify)	10	3%
Number of Respondents	**241**	**70%**

Q21. We would love for you to be involved in this process. If you have not attended public meetings in the past, please share what is keeping you from attending. (Please check all that apply.)

Answer Choices	Response Count (multi-select)	Respondent % (out of 342)
I have difficulty understanding what is being said in English	18	5%
I don't have the time to attend – too busy with work and/ or family	102	30%
I need child care to attend	25	7%
I don't feel that my opinions are heard and taken into consideration	88	26%
The time and /or day of the week meetings are held makes it difficult for me to attend	47	14%
Other (please specify)	52	15%
Number of Respondents	**200**	**58%**

Q22. and let us know if there's anything else you want to tell us:

The city received more than 200 comments which were categorized and used to inform policies and programs reflected in this document.

APPENDIX C HOUSING SITES INVENTORY

Introduction

A Housing Element must include an inventory of available land that is appropriately zoned and suitable for housing development to accommodate a jurisdiction's Regional Housing Needs Allocation (RHNA) as required by State law. This inventory for the City of Newark focuses on residential sites that are currently in the development pipeline, or vacant and non-vacant sites that can be made available for housing development affordable at varying income levels. This Appendix summarizes the evaluation of potential housing sites, and the adequacy of sites to meet development capacities to accommodate the City's regional housing needs for the 2023-2031 planning period.

California law (Government Code Sections 65583 (a)(3)) requires that the Housing Element contain an inventory of land suitable for residential development, including vacant sites and non-vacant (i.e., underutilized) sites having potential for development. State law also requires an analysis of the relationship to zoning and services to these sites as well as identifying sites throughout the community, in a manner that is consistent with its duty to affirmatively further fair housing (AFFH).

The analysis presented in this Appendix demonstrates that there is an adequate supply of suitable land to accommodate the City's housing allocation of 1,874 units, plus a surplus of 980 units to act as a "buffer" if sites develop to non-residential or at different affordability levels than assumed in the sites inventory. This section is organized by the following topics:

- Summary of Newark's projected housing needs by AMI level
- Capacity to Accommodate RHNA
- Sites selection process, including a description of the methodology and evaluation of site criteria, realistic unit capacity, and sites to accommodate varied income levels
- Evaluation of sites in meeting AFFH requirements
- Individual site profiles

Projected Housing Needs

A key component of any Housing Element Update is identifying adequate sites to address the jurisdiction's Regional Housing Needs Allocation (RHNA). The California Department of Housing and Community Development (HCD) determines state-wide projected housing needs and allocates new housing unit target numbers to regional councils of government (COGs). State law (California Government Code Section 65584) provides for COGs to then prepare and adopt plans

that assign a "fair share" of the region's housing needs to each city and county. The Association of Bay Area Governments (ABAG) is the COG that determines fair-share portions of state allocations for Newark. .

The City's RHNA requirements for the 2023-2031 Housing Element projection period are summarized in Table C- 1 below. For the 2023-2031 Housing Element planning period, the City of Newark is required to plan to accommodate the development of at least 1,874 housing units. This includes 464 units for very low-income households, 268 units for low-income households, 318 units for moderate-income households, and 824 units for above moderate-income households.

Housing Needs for Extremely Low-Income Households

Although the RHNA does not include allocations for extremely low-income households, Housing Element Law requires that jurisdictions estimate the need for housing units affordable to extremely low-income households and plan to accommodate this need. Extremely low-income households are those with incomes less than 30% of area median income. In Alameda County, 30% of the AMI is the equivalent to an annual income of $42,850 for a family of four. Households with extremely low incomes have a variety of housing situations and needs. For example, most families and individuals receiving public assistance, such as supplemental security insurance (SSI) or disability insurance, are considered extremely low-income households. Many households with multiple wage earners – including food service workers, full-time students, teachers, farmworkers, and healthcare professionals – can also fall into lower AMI categories due to relatively stagnant wages in these industries.

HCD's official Housing Element guidance notes that jurisdictions can use their RHNA for very low-income households (those making zero to 50 percent AMI) to calculate their projected need for extremely low-income households. HCD provides three methodologies for estimating this need: 1) allocate the percentage of very low-income need to extremely low-income households based on the ABAG region's proportion; 2) allocate the percentage of very low-income need to extremely low -income households based on the current proportion for Newark; 3) assume that 50 percent of Newark's very low-income RHNA is for extremely low-income households. To estimate the projected housing need for extremely low-income households, 50 percent of Newark's 464 very low-income RHNA units are assumed to serve extremely low-income households. Based on this methodology, the City has a projected need of 232 units for extremely low-income households over the 2023-2031 Housing Element planning period. More than half of this allocation will be provided through the Cedar Creek Apartments, which is already in the development pipeline and has received $6M in funding support from the City's Affordable Housing Impact Fee Fund.

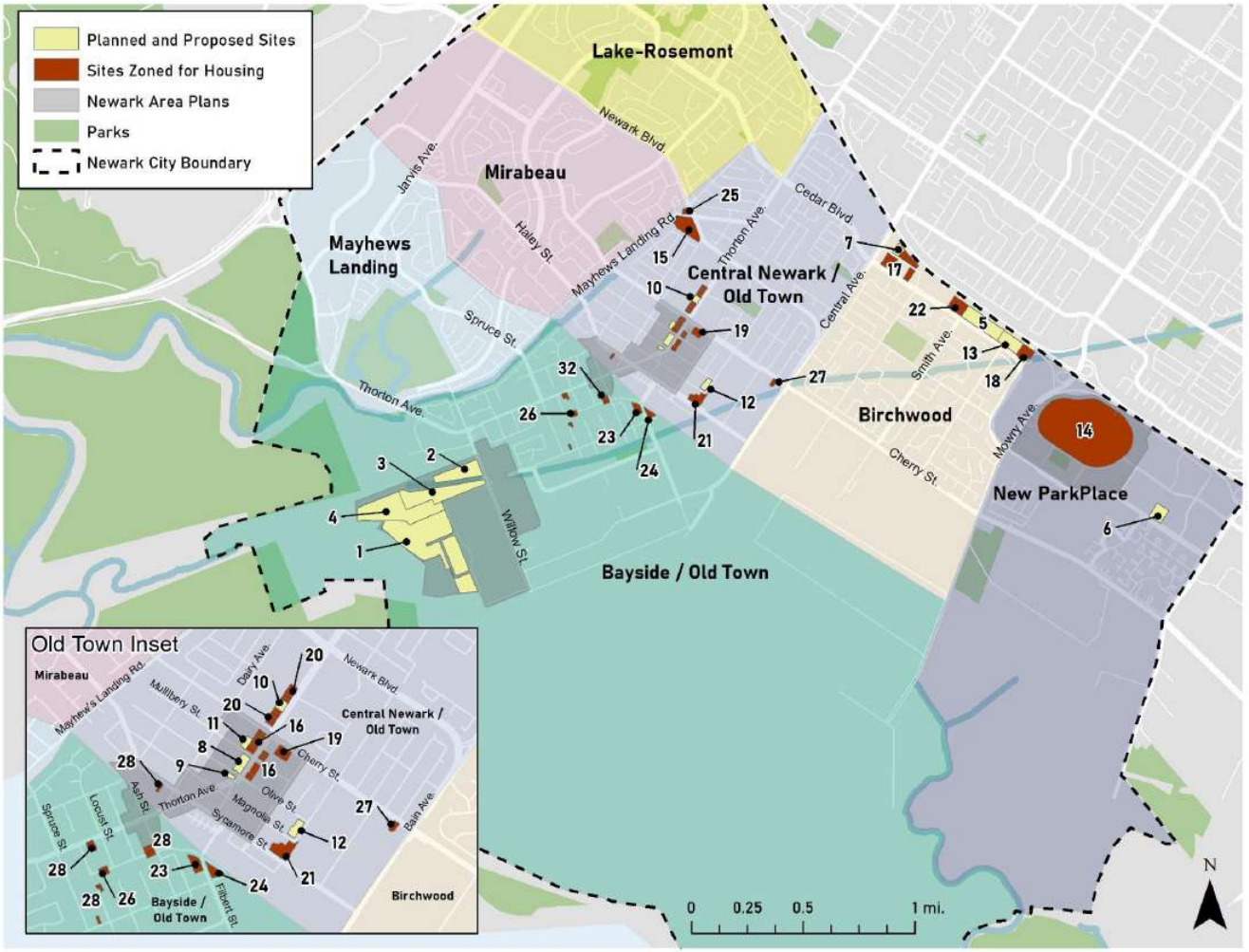
Capacity to Accommodate RHNA

The total realistic development capacity of all sites in the land inventory is detailed in Table C-1 below which lists all consolidated sites in the sites inventory and total residential capacity against the City's 6th cycle RHNA. The total realistic capacity shown is 2,854 units, which exceeds the net target of 1,874 units the City is required to plan to accommodate for its RHNA, and also supplements that allocation by providing a significant buffer representing more than 100 percent of the required RHNA for all income levels; this includes a 13 percent buffer for very low-income units and 10 percent for low-income units. HCD recommends that jurisdictions provide a 15 to 30 percent buffer beyond the minimum RHNA target to comply with the "no net loss" provisions of State Housing Element Law that require the jurisdiction to maintain sufficient capacity to accommodate its RHNA for the duration of the planning period at every income level. In addition to considering the aggregate number of units that the sites can accommodate, it is necessary to consider the potential for sites to accommodate housing that is affordable to all income levels, in accordance with the RHNA allocations, as discussed in the "Evaluation of Sites to Accommodate Varied Income Levels" .

Each of the two primary project types, Pipeline Projects and Sites Zoned for Housing, are presented in Table C-1 below and described in further detail in the Sites Selection section. As shown in Table C-1, the number of units from Pipeline Projects represents 67 percent of the city's RHNA, including 59 percent of Newark's RHNA for very low-income (VLI) housing. Though these Pipeline units do not fulfill the RHNA allocation at every income level, this demonstrates there are sufficient sites for the City's RHNA and provides strong evidence there is residential developer interest and economic feasibility for housing development on the types of sites, including non-vacant sites, identified in this inventory. Table C-2 lists the APNs and acreage for all sites zoned for housing.

The following map shows the distribution of sites throughout the City of Newark with an inset for the boundary of the Old Town Specific Plan. Parcels indicated in yellow are active project sites (pipeline projects) while sites indicated in red are sites zoned for housing, or locations whose zoning and land use will support new housing. The map also shows three specific plan areas: Old Town Specific Plan, Bayside Newark, and NewPark Place Specific Plan. The site numbers match data in the following tables which show unit counts and the more detailed summary sheets found later in this document.

Figure C-1: Housing Sites for the RHNA 6th Cycle



Source: Adapted by Community Planning Collaborative, 2023

Table C-1: City of Newark Sites Inventory

Site	Name	Income Level				Total Units
		Very Low	Low	Moderate	Above Moderate	
Planned and Proposed Projects (Also known as pipeline projects are sites 1 through 13)						
1	Bridgeway / Gateway (under construction)	0	0	0	134	**134**
2	FMC Willow - North (Parcel C) (entitled)	47	23	21	64	**155**
3	FMC Willow - South (entitled)	0	0	0	215	**215**
4	Harbor Pointe (under construction)	0	0	0	192	**192**
5	Cedar Homes- 38478 Cedar Boulevard (entitled)	0	0	0	118	**118**
6	Cedar Community Apts. (complete)	124	0	0	1	**125**
7	Timber St. Senior Living (entitled)	39	39	1	0	**79**
8	Lepakshi Homes - Building A, 6781 Thornton Ave. (active application)	0	0	0	60	**60**
9	Lepakshi Homes - Building B, 6781 Thornton Ave. (active application)	8	4	3	13	**28**
10	SAHA Development- 6347 -6375 Thornton Ave. (active application)	56	0	1	0	**57**
11	Mulberry Residential 36952 Mulberry Street (entitled)	0	0	0	8	**8**
12	Bain Ave. & Magnolia St. - 37280 Magnolia Street (under construction)	0	0	0	10	**10**
13	Waymark Homes - Cedar Blvd (entitled)	0	0	0	76	**76**
	Subtotal Planned and Proposed	274	66	26	891	1,257
Sites Zoned for Housing (Vacant and Nonvacant sites are sites 14 through 28)						

Site	Name	Income Level				Total Units
		Very Low	Low	Moderate	Above Moderate	
14	NewPark Place (Phases A to D)	36	18	18	535	607
15	Grocery Outlet Shopping Center	27	26	0	0	53
16	Thornton Ave. Sites (within Old Town Specific Plan boundary)	41	41	40	40	162
17	Cedar Blvd. and Timber St. Industrial Sites	0	0	0	61	61
18	E-Z 8 Motel	39	38	0	0	77
19	Cherry Plaza	15	15	0	0	30
20	Thornton Ave. Sites (outside of Old Town Specific Plan boundary)	18	18	18	17	**71**
21	Sycamore St. Vacant Lot	25	25	24	0	74
22	Cedar Blvd. Public Storage Sites	0	0	0	41	41
23	Filbert Villas - 37243 & 37257 Filbert St. (expired entitlement)	0	0	0	16	**16**
24	Filbert Ave. Sites	0	0	0	7	7
25	Mayhews Place - 36589 Newark Boulevard (expired entitlement)	0	0	0	9	**9**
26	Locust St. & Railroad - 37093 Locust St. (expired entitlement)	0	0	0	6	**6**
27	Fahmy Homes - 37503 & 37511 Cherry Street (expired entitlement)	0	0	0	6	**6**
28	Neighborhood Infill Lots	0	0	0	17	**17**
	Accessory Dwelling Units (ADUs)	48	48	48	16	160
	Middle Housing Units	0	0	200	0	200
	Subtotal Sites Zoned for Housing	249	229	348	771	1,597
	Total Capacity	523	295	374	1,662	2,854
	Newark RHNA	**464**	**268**	**318**	**824**	**1,874**
	Surplus %	113%	110%	118%	202%	152%
	Surplus Units	59	27	56	838	980

Source: City of Newark; Community Planning Collaborative, 2023.

Table C-2: City of Newark Sites Inventory with APNs and Acreage

#	Name	APN	Acreage	GP Land Use	Zoning	Income Level				Total Units
						Very Low	Low	Mod.	Above Mod.	
Planned and Proposed Projects										
1	Bridgeway / Gateway	assorted	n/a	LDR, MDR	BTP	0	0	0	134	134
2	FMC Willow - North	92-100-5	7.21	TS, R	BTP	47	23	21	64	155
3	FMC Willow - South	537-852-1-8	12.67	HDR, O, TS	BTP	0	0	0	215	215
4	Harbor Pointe	537-852-1-3	1.71	HDR, O	BTP	0	0	0	192	192
		537-852-2-9	2.29							
		537-852-2-16	15.70							
5	Cedar Homes	92A-2375-2-6	7.16	MDR	RM	0	0	0	118	118
6	Cedar Community Apts.	901-195-38	1.36	CC	CC	124	0	0	1	125
		901-195-37	1.36							
7	Timber St. Senior Living	92A-2125-10-2	1.04	MDR	RM	39	39	1	0	79
8	Lepakshi Homes - Building A	92-30-17-2	0.17	CMU	CMU	0	0	0	60	60
		92-30-16-2	0.17							
		92-30-18-4	0.31							
		92-30-14-3	0.19							
		92-30-15-2	0.17							
9	Lepakshi Homes - Building B	92-31-16-2	0.17	CMU	CMU	8	4	3	13	**28**
		92-31-15	0.08							
10	SAHA Development-Thornton Ave.	92A-919-17-2	0.18	HDR	RH	56	0	1	0	**57**
		92A-919-16-2	0.18							
		92A-919-18	0.20							
11	Mulberry St. Residential	92-29-22	0.23	MDR	RM	0	0	0	8	8
		92-29-21	0.23							

#	Name	APN	Acreage	GP Land Use	Zoning	Income Level				Total Units
						Very Low	Low	Mod.	Above Mod.	
12	Bain Ave. & Magnolia St.	92-61-11	0.43	MDR	RM	0	0	0	10	10
		92-61-12-2	0.36							
		92-61-12-1	0.14							
13	Waymark Homes	92A-2585-12-1	0.83	MDR	RM	0	0	0	76	76
		92A-2585-30-4	0.35							
		92A-2585-31	2.62							
Subtotal Planned and Proposed						**274**	**66**	**26**	**891**	**1,257**
Sites Zoned for Housing										
14	NewPark Mall (Phases A to D)	901-111-19	9.71	Mixed-use I	RC	36	18	18	535	607
		901-111-24	7.89							
		901-111-30	0.82							
		901-111-21	4.34							
		901-111-24	1.21							
		901-111-22	6.24							
		901-111-31	3.30							
		901-111-26	5.64							
		901-111-26	1.54							
		901-111-20	7.42							
		901-111-26	0.64							
		901-111-29	1.03							
		901-111-25	14.71							
15	Grocery Outlet Shopping Center	92A-900-1-2	4.62	CMU	CMU	27	26	0	0	53
16	Thornton Ave. Sites (within Old Town Specific Plan boundary)	92-50-1-3	0.13	CMU	CMU	41	41	41	41	162
		92-29-20-2	0.34							

#	Name	APN	Acreage	GP Land Use	Zoning	Income Level				Total Units
						Very Low	Low	Mod.	Above Mod.	
		92-29-16-2	0.17							
		92-29-15-2	0.09							
		92-50-2-3	0.13							
		92-29-19-2	0.17							
		92-29-18-2	0.17							
		92-51-5-3	0.50							
		92-50-3-3	0.13							
		92-29-14-2	0.08							
		92-29-17-2	0.17							
		92-29-13	0.16							
		92-51-2-3	0.27							
17	Cedar Blvd. and Timber St. Industrial Sites	92A-2125-17	1.00	MDR	RM	0	0	0	61	61
		92A-2125-11-2	1.67							
		92A-2125-13	2.00							
18	E-Z 8 Motel	92A-2585-32	2.24	HDR	RH	39	38	0	0	77
19	Cherry Plaza	92-50-13	0.96	CMU	CMU	15	15	0	0	30
20	Thornton Ave. Sites (outside of Old Town Specific Plan boundary)	92A-919-20-2	0.24	RHD	RH	18	18	18	17	**71**
		92A-919-11-2	0.21							
		92A-919-15-2	0.16							
		92A-919-13-2	0.19							
		92A-919-21-2	0.24							
		92A-919-12-2	0.16							
		92A-919-22-2	0.24							
		92A-919-14-2	0.21							
		92A-919-19-2	0.19							

#	Name	APN	Acreage	GP Land Use	Zoning	Income Level				Total Units
						Very Low	Low	Mod.	Above Mod.	
21	Sycamore St. Vacant Lot	92-255-11	1.81	RHD	RH	25	25	24	0	74
22	Cedar Blvd. Public Storage Sites	92A-2375-32	1.44	RMD	RM	0	0	0	41	41
		92A-2375-32	1.46							
23	Filbert St. Villas	92-131-3	0.17	RMD	RM	0	0	0	16	**16**
		92-54-4	0.18							
		92-54-5	0.21							
24	Filbert Ave. Sites	92-54-6	0.31	RMD	RM	0	0	0	7	7
		92A-623-43	0.52							
		92-125-10	0.43							
25	Mayhews Place	92A-623-43	0.52	LMDR	MDR	0	0	0	9	**9**
26	Locust & Railroad	92-125-10	0.43	LMDR	RS	0	0	0	6	**6**
27	Fahmy Homes	92-75-5-2	0.18	MDR	RM	0	0	0	6	**6**
		92-75-4-2	0.20							
28	Neighborhood Infill Lots	92-135-23	0.19	LDR	RS	0	0	0	17	**17**
		92-127-13	0.17							
		92-136-15	0.14							
		92-24-10	0.17							
		92-127-20	0.43							
		92-125-2-2	0.42							
	Accessory Dwelling Units (ADUs)	n/a	n/a			48	48	48	16	160
	Middle Housing Units	n/a	n/a			~~0~~	~~0~~	200	~~0~~	200
	Subtotal Sites Zoned for Housing					249	229	348	771	1,597
	Total Capacity					**523**	**295**	**374**	**1,662**	**2,854**

#	Name	APN	Acreage	GP Land Use	Zoning	Income Level				Total Units
						Very Low	Low	Mod.	Above Mod.	
Newark RHNA						**464**	**268**	**318**	**824**	**1,874**
Surplus %						113%	110%	118%	202%	152%
Surplus Units						59	27	56	838	980

Source: City of Newark; Community Planning Collaborative, 2023.

Site Selection Process

The following is a summary of the overall sites inventory process and the methodology and assumptions that support the sites selection process. Using guidance provided by HCD, an inventory of available sites was conducted by closely examining site characteristics and other HCD-established criteria. Primarily, sites were identified by using Geographic Information Systems (GIS) mapping software from multiple datasets to identify parcels that fit the HCD-specified criteria as adequate housing sites. Sites were further refined over a series of working sessions and through input staff, the City Council and community and development sector stakeholders through the community engagement process. The information used to generate the sites inventory database was derived from these primary resources:

1. ABAG's Housing Element Site Selection (HESS) Tool;
2. City of Newark current and long-term planning records and planning documents;
3. County of Alameda assessor's data.

Housing sites identified as part of the site inventory analysis were evaluated using a variety of criteria to determine their ability to meet State requirements and meet the City's RHNA, plus a buffer. The following sections describe the screening criteria and methodology applied for the site selection process. Once all sites had been selected and verified, the realistic density assumption was informed by and calculated from precedent projects in Newark, as well as from regional data provided by ABAG through the HESS tool realistic capacity module.

Methodology/Evaluation of Possible Sites

To meet the City's RHNA requirement, three primary project types are identified in the sites inventory, as described below. The methodology and assumptions that support these project types are summarized in the "General Site Evaluation Considerations" and "Sites for Rezoning" sections.

Planned and Proposed/Pipeline Projects

Pipeline Projects include those that have been approved, permitted, or received a final certificate of occupancy since the beginning of the RHNA projection period (which started on June 30, 2022). Based on HCD guidance, these projects may be credited toward meeting the RHNA allocation based on the affordability and unit count of the development. The following is a description of the subcategories under Pipeline Projects:

Approved/Under Construction: These projects include those that have been approved or are under construction and will receive a final certificate of occupancy after the beginning of the RHNA projection period, making these projects eligible to be counted towards the 6th cycle RHNA.

Proposed Projects: These are projects that are seeking entitlements. Project status includes formal applications or pre-applications under review, master plans with development agreements approved or under review (only those portions realistically expected to start construction by 2031), and sites owned by 100 percent affordable housing developers with the intent to submit applications in the next year. Permits or certificates of occupancy for these Proposed Projects are expected to be issued in the 6th cycle, making these projects eligible to be counted towards the 6th cycle RHNA as well.

Project Status and Barriers to Development

The City expects to accommodate a significant percentage of its RHNA through planned and proposed projects. Currently, there are 13 projects which are in various stages of the development process and are expected to provide 1,257 units, 340 of which are lower income. One project, Cedar Community Apartments, has been completed and has provided 124 units of very low income housing. Three of the projects are in the construction phase, six are entitled, and three are active applications. Newark continues to see strong demand in multifamily housing as indicated by these planned and proposed projects and development trends from the previous planning cycle.

The following table (C-3), provides an overview of the different projects, potential barriers, likelihood of development within the planning period, and expected completion date. While numerous factors affect a project's completion, many of which are outside of the purview of the City, all of the projects are likely to be completed within RHNA 6 planning period. Six of the thirteen projects have known barriers identified by the city, the most common being that building permits must be approved or a request for an entitlement extension must be submitted. The City is closely monitoring the progress of each of these projects and is in contact with applicants to provide guidance on how to keep project progress moving forward.

Table C-3: Planned and Proposed Sites with Project Status

Site	Name	Development Stage	Remaining Steps in Entitlement Process	Known Barriers to Development in Planning Period	Likelihood of Development in Planning Period	Expected Completion	Income Level				Total Units
							Very Low	Low	Mod.	Above Mod.	
1	Bridgeway / Gateway	under construction	none	none	Likely	2024	0	0	0	134	**134**
2	FMC Willow - North (Parcel C)	entitled	none	none	Likely	Building permits issued late 2024; construction complete in 2026	47	23	21	64	**155**
3	FMC Willow - South	entitled	none	none	Likely	Building permits issued late 2024; construction complete in 2026	0	0	0	215	**215**
4	Harbor Pointe	under construction	none	none	Likely	2024	0	0	0	192	**192**
5	Cedar Homes- 38478 Cedar Boulevard	entitled	none	Clearance required for underground leakage from applicable agencies prior to grading permit issuance. Building permit approval or entitlement extension required by May 25, 2025.	Likely	Building permits issued mid-2024; construction complete late 2025.	0	0	0	118	**118**

Site	Name	Development Stage	Remaining Steps in Entitlement Process	Known Barriers to Development in Planning Period	Likelihood of Development in Planning Period	Expected Completion	Income Level				Total Units
							Very Low	Low	Mod.	Above Mod.	
6	Cedar Community Apts.	complete	none	none	Complete	2023	124	0	0	1	**125**
7	Timber St. Senior Living	entitled	none	Construction closing process must be complete and construction started by February 19, 2024 as required by TCAC/CDLAC. Building permit approval or request for entitlement extension required by October 28, 2024.	Likely	Building permits issued Q1 2024; construction complete by late 2025.	39	39	1	0	**79**
8	Lepakshi Homes - Building A, 6781 Thornton Ave.	active application	Completeness determination; CEQA review; Planning Commission and City Council review.	Visibility triangle requirements for corner lots must be met. Main water line adjustment needs to be complete and new fire hydrants need to be added.	Likely	Entitlements issued by mid 2024; building permits issued late 2024; construction complete by mid-2026.	0	0	0	60	**60**
9	Lepakshi Homes - Building B, 6781 Thornton Ave.	active application	Completeness determination;CEQA review; review; Planning Commission and City Council review	None	Likely	Entitlements issued by mid 2024; building permits issued late 2024;	8	4	3	13	**28**

Site	Name	Development Stage	Remaining Steps in Entitlement Process	Known Barriers to Development in Planning Period	Likelihood of Development in Planning Period	Expected Completion	Income Level				Total Units
							Very Low	Low	Mod.	Above Mod.	
						construction complete by mid-2026.					
10	SAHA Development- 6347 -6375 Thornton Ave.	active application	Completeness determination, CEQA, public hearings	Entitlement application needed which is expected in November 2023.	Likely	Entitlements issued in 2024; construction complete in 2026	56	0	1	0	**57**
11	Mulberry Residential 36952 Mulberry Street	entitled	none	Construction drawings required which may be delayed due to high interest rates. Building permit approval or request for entitlement extension required by June 22, 2025.	Likely	Building permits issued late 2024; construction complete in early 2026	0	0	0	8	**8**
12	Bain Ave. & Magnolia St. - 37280 Magnolia Street	under construction	none	none	Likely	2023	0	0	0	10	**10**

Site	Name	Development Stage	Remaining Steps in Entitlement Process	Known Barriers to Development in Planning Period	Likelihood of Development in Planning Period	Expected Completion	Income Level				Total Units
							Very Low	Low	Mod.	Above Mod.	
13	Waymark Homes - Cedar Blvd	entitled	none	Closing of sale on City property must be complete by January 12, 2024 per the Purchase & Sale Agreement. Building permit approval or request for entitlement extension required by September 14, 2025.	Likely	Building permits issued 2024; construction complete late 2026	0	0	0	76	**76**
Subtotal Planned and Proposed							274	66	26	891	1,257

Sites Zoned for Housing

Sites zoned for housing comprise the second main type of site to accommodate the City's RHNA, including both vacant and non-vacant sites with available infrastructure and that meet a variety of criteria that make them candidates for residential development during the 6th cycle planning period. These sites are considered vacant or underutilized and are eligible for residential development as is currently allowed under the existing zoning in the General Plan or in one of the City's adopted specific plans.

Accessory Dwelling Units and SB 9 Units

Accessory Dwelling Units are considered opportunities for residential development and are based on projected development during the planning period as is currently allowed under the existing zoning or General Plan. The sites inventory provided in Table C-1 assumes that Newark will continue to approve on the order of 15 units per year[15]. In addition, it is anticipated that homeowners in Newark will begin to take advantage of the opportunities to add additional housing units through the addition of new units on existing residential lots or through urban lot splits as provided in SB 9.[16]

[15] The affordability levels assumed by Newark in the sites inventory for ADU production is supported by research conducted for ABAG's RHTA program and is based on a robust statewide survey of ADUs by affordability level. https://abag.ca.gov/sites/default/files/documents/2022-03/ADUs-Projections-Memo-final.pdf

[16] https://www.hcd.ca.gov/docs/planning-and-community-development/SB9FactSheet.pdf

General Site Evaluation Considerations

This section provides a summary of the evaluation considerations made as part of the analysis and a description of each consideration. As most of the city is already built with limited vacant parcels remaining, sites in the inventory primarily include non-vacant parcels that already have access to infrastructure and meet a variety of HCD criteria that make them suitable candidates for housing redevelopment. While sites not included in the sites inventory can also be developed for housing to meet RHNA targets, those sites identified in the inventory are considered optimal and most likely to develop and contribute to housing production in the 6th cycle. The following considerations were evaluated and are described in more detail in the following sections:

- Infrastructure Availability;
- Environmental Constraints;
- Site Status and Capacity (i.e., vacant, underutilized, existing uses, and residential zoning);
- Site Size;
- Permitted Density; and
- Evaluating Sites from Prior Housing Element(s).

Infrastructure Availability

The availability of utility infrastructure to a site can be a constraint to housing development and was considered as an evaluation criterion when working to identify sites for the inventory. As a primarily developed community, the City of Newark is well-served by existing infrastructure systems, including both wet and dry utilities. As much of Newark already has available or nearby access to water and wastewater services, wet utilities are not a constraint to residential development though minor upgrades to these services (e.g., expanded sewer and water hookups to the trunk line) may be needed to develop select sites for residential uses. All sites have been screened to have available infrastructure.

Environmental Constraints

The analysis of environmental constraints included a review of all parcels identified in the inventory using different GIS-based data screens as well as ABAG's HESS tool to determine if sites possess one or more environmental constraint, including hazard risks such as parcel shapes, flood zones or wetlands, easements, contamination, steep slopes, and other possible constraints to development feasibility. Two sites, both in the construction phase, Bridgeway/Gateway and Harbor Pointe have floodplain exposure, which was mitigated during the entitlement process. None of the sites in the inventory, either planned or proposed or zoned for housing, have irregular shapes, or are impacted by either wetlands or critical habitat.

The sites zoned for housing in the sites inventory are located in urbanized areas of the City and do not have special hazard risks or significant environmental challenges. However, some of the sites zoned for housing have current or former industrial uses which may need contamination mitigation. Additional regulatory constraints or mitigation efforts have not been an issue for the projects that have been entitled or are in the entitlement process (for example, Waymark Homes and Timber St. Senior Living) in this

formerly industrial/warehouse area. For instance, the Environmental Impact Report for the Bayside Newark Specific Area Plan, an area that had considerable previous industrial contamination, outlines and addresses contamination and other environmental concerns which has led the way for significant housing construction. Where siting housing on parcels with environmental constraints may be unavoidable to accommodate the City's housing need, risks would be addressed through building codes and other mitigation measures.

Site Status and Capacity

Sites in Newark which are zoned to accommodate housing include vacant and nonvacant sites in the zoning districts summarized in Section 4A. Residentially zoned sites, either vacant or underutilized, were considered as potential buildable residential sites and were evaluated for site adequacy and capacity. Government Code Sections 65583(a)(3) and 65583.2 require that the inventory of suitable land look at criteria for vacant and underutilized sites as outlined below:

- Vacant sites that are zoned for multi-family development
- Vacant sites that are not zoned for multi-family development, but that allow such development
- Underutilized sites that are zoned for residential development and capable of being developed at a higher density or with greater intensity
- Sites that are not zoned for residential development, but can be redeveloped for and/or rezoned for multi-family residential development
- Sites owned or leased by the City that can be redeveloped for multi-family residential development within the housing cycle
- Sites controlled by the State, a city/county, or another public agency where there is agreement/documentation that the site can be developed within the housing cycle
- Non-vacant sites require substantial evidence to demonstrate that existing development will not preclude housing production during the planning period

A methodology to determine "underutilized" sites was necessary given that the City has shrinking supply of vacant land. Sites were removed from consideration in the underutilized methodology if sites: did not initially allow residential uses, were historic resources, were sites that support community-serving uses (parks, utilities, transportation, schools, hospitals), had structures that were recently built or modified, and were generally built out to their allowed density.

Sites owned by the City and other public agencies were also evaluated for affordable housing development, but none were identified as suitable at this time.

Site Size

Per State law, sites smaller than half an acre or larger than 10 acres are not considered adequate to accommodate lower income housing needs unless it can be demonstrated that sites of equivalent size were successfully developed during prior planning periods, or other evidence is provided that sites at this size can be developed as lower income housing.

Large Sites – There are no individual sites in the inventory larger than 10 acres (with the exception of one parcel within the NewPark Place Specific Plan Area which is 14.7 acres).

Small Sites – The sites inventory includes parcels that are less than or slightly greater than one-half acre in size. A screening of these smaller parcels and common ownership was conducted. Where smaller parcels were immediately adjacent to other Opportunity Sites that had the same landowner, these parcels were consolidated to create larger sites, given the likelihood of these consolidated sites being developed together as a single project (the SAHA Thornton Avenue project falls in this category). Recent proposals and projects underway confirm trends toward lot consolidation in Newark. Sites 8-13 are all recent examples of projects where lot consolidation is happening, entitlements have been issued (Sites 11 and 13) or are under review (Sites 8-10), and in some cases, construction is progressing (Site 12). In addition, interviews with the owners of Site 23 and 27, which have expired entitlements, confirm continued interest in parcel assembly (Site 23 has already been assembled) and development and do not indicate that lot consolidation is a barrier to development. In combination with Program 2.11, which will provide incentives for lot consolidation, conditions for the potential development of small parcels in Newark are promising. A full list of these and other sites is included in the sites inventory form to be prepared for submission to HCD for review.

Permitted Density

State law (Government Code Section 65583.2(c)(3)) establishes a "default density standard" of 30 units per acre for lower income units in a metropolitan jurisdiction such as Newark. This is the minimum density that is deemed appropriate in State law to accommodate the City's lower income RHNA. In accordance with the State's default density standards, sites that could support a minimum of 30 units per acre were considered appropriate for very low and low income units, as well as for moderate income units. All underutilized Opportunity Sites in the inventory can accommodate at least the default density.

Evaluating Sites from Prior Housing Element(s)

To accommodate the 2023-2031 RHNA, sites from both the 4th and 5th cycle housing elements were evaluated to determine their viability for the 2023-2031 Housing Element planning period. As reflected in Program H3.6 and Table 6-2, the city has identified all parcels that need to be rezoned to accommodate RHNA during the planning period. Specifically, by January 31, 2024, Newark will implement zoning text amendments to provide adequate capacity for up to 602 units. This program will provide for a minimum density of 30 DU/A for sites to accommodate lower income RHNA units. The City will incorporate a replacement housing provision for any sites with existing residential use and will permit multifamily uses without discretionary action.

Pursuant to AB 1397, Newark will also amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element. The ten sites listed in Table 6-2 will be adjusted by text amendment to accommodate the lower income RHNA as needed.

Sites for Rezoning

Government Code section 65583.2(h) sets requirements if sites are identified for rezoning to accommodate a lower income RHNA shortfall. The City's sites inventory does not have a lower income shortfall, and therefore is not subject to those requirements.

Realistic Capacity Evaluation - Approach and Methodology

As required by Housing Element law, local governments must analyze available sites based on a determination of their realistic residential development capacity. Consistent with this requirement, Newark collected and analyzed data on precedent projects to evaluate the realistic capacity of both vacant sites and non-vacant/underutilized sites in both residential and commercial/mixed-use zones. Specifically, the typical achieved densities of existing or approved residential development on sites in all zoning districts were analyzed to confirm their realistic capacity to achieve the identified number of housing units for each site by AMI level.

Land Use, Zoning and Development Standards and Realistic Capacity

The precedent projects used as reference housing developments for this analysis are subject to the same land use controls and site improvement standards as the sites in the inventory. Local precedent projects were supplemented by sub-regional data provided from the ABAG HESS tool regarding typical achieved densities on projects in the Newark/Tri-City Market Area.

Realistic Capacity in Multifamily-Residential (RM, RH zones)

For housing opportunity sites identified in the City's multi-family residential districts (RM, RH), the realistic capacity assumption applied to total site capacity is 80 percent. This assumption is conservatively set lower than representative projects currently in the City's development pipeline (see, for example, Site 7 in the below sites inventory, which is being built out at more than 100 percent of the maximum allowed density in the RM zone). This more conservative realistic capacity adjustment factor for sites in the RM and RH zones is also broadly consistent with 357 projects built in the Multi-Family Residential districts of the Tri-City area between 2018 and 2020.[17]

Realistic Capacity in Commercial Mixed-Use, Regional Commercial (CMU, RC zones) and Other Non-Residential Zones

Per State Housing Element law, the realistic development capacity calculation for nonresidential, non-vacant, or overlay zoned sites must be adjusted to reflect the realistic potential for residential development capacity on the sites in the inventory. Specifically, when the site has the potential to be developed with non-residential uses, requires redevelopment, or has an overlay zone allowing the underlying zoning to be utilized for residential units, these capacity limits must be reflected in the Housing Element.

For this analysis, Newark has taken into account both recently developed and planned and proposed residential development in Newark as well as data from comparable projects in the Tri-City area obtained from the HESS tool. As detailed in the realistic capacity analyses provided for Sites 14 through 28, factors used to make the adjustment included:

- Local and regional residential development trends in non-residential zoning districts.

[17] ABAG HESS tool

- Local or regional track records, past production trends, and development yields for redeveloping sites or site intensification.
- The likelihood for residential development based on recent precedents, market demand and City efforts to incentivize the development of 100 percent residential development on formerly commercial sites (see, for example, Site 14 Newpark Place, which contemplates new residential development on several sites that were formerly commercial).

Market data provided by the HESS tool identified 128 project(s) built in the non-residential districts of the Alameda South County/Tri-Cities Area between 2018 and 2020. The average number of units built as a percentage of the maximum allowable units on these sites was 130 percent. However, due to ground floor retail requirements and the experience of comparable pipeline projects, a more conservative feasibility multiplier of 80 percent was used in the sites inventory analysis to reflect local conditions in Newark, and also to take into account the unlikely event that commercial-only development would occur on these sites, despite recent development trends.

Development Trends in Commercial and Mixed-Use Zones

As noted, precedent projects were evaluated to determine the likely density of 100 percent residential development in each of the zones that permit housing in Newark. In general, throughout Newark and the larger Tri-City market area, residential uses have been outcompeting retail and office uses, and the overwhelming trend has been towards the conversion of existing commercial centers. The NewPark Place Specific Plan reflects this trend in that there is a planned downsizing of the commercial retail portions of the existing center in favor of higher density residential product types.

During the fifth cycle RHNA planning period, only five (5) non-residential commercial projects were developed on commercial or mixed-use sites in Newark. Specifically, these 100 percent commercial uses consisted of the following projects: three hotels developed on commercial and mixed-use sites; a new restaurant replacing an existing restaurant in a commercial zone; and, a Costco retail warehouse replacing existing commercial uses in the NewPark Place Specific Plan Area resulting in a net decrease in commercial floor area.

This Limited commercial development occurred in the context of over 30 residential development projects that were approved during the same time frame in residential and specific plan areas, representing thousands of new units. In addition, the City receives regular inquiries from developers interested in developing housing on existing commercial land, reflecting the strong trend towards the conversion of existing commercial land to residential and mixed-uses. Taking these development trend factors into account, the realistic capacity factor of 80% is extremely conservative in accounting for the limited possibility that future development on these sites may be 100% non-residential.

Overall Planning and Development Context for Residential Development in Formerly Non-Residential Areas

Newark has a history of reimagining underutilized sites for new housing development. As described in Section 4, Section A (Housing Constraints, Governmental Constraints) Newark has adopted specific plans in important transitional areas of the City that can accommodate a variety of uses, including residential

uses:

- Bayside Newark Specific Plan (formally known as the Dumbarton TOD Specific Plan) an area of over 200 acres that contained various industrial, manufacturing, chemical processing, and salt production facilities. Extensive environmental and hazardous materials remediation has been completed to allow the construction of dense single-family and multiple-family residential buildings. As of 2023, over 2,000 units have been approved, built, and/or are in a phase of construction.
- Old Town Specific Plan, an area of 76 acres representing some of Newark's oldest neighborhoods. The specific plan's vision is the development of this corridor into a mixed-use area that accommodates a range of housing types, retail and service businesses, expanded public spaces, and mobility improvement. Through zoning amendments,streetscape improvements, and public and private investments, the plan envisions Old Town Newark as a revitalized mixed-use neighborhood with a strong sense of place. The specific plan envisions approximately 400 net-new residential units to be located within the specific Plan area.
- NewPark Place Specific Plan provides a comprehensive planning and development implementation strategy for a 125-acre area in the southeastern portion of the city adjacent to I-880, which includes the existing NewPark Mall retail center (mall), the parking facilities that surround it, and commercial uses on the perimeter of the center. Thisspecific plan envisions over 1,500 residential units located in the existing shopping malls surface parking area. Residential uses are permitted uses within these surface parking areas; conditional use permits are not required.

In addition to adopting specific plans, the city has rezoned other areas of the city from commercial and industrial uses to residential uses. For example, through various zoning amendments and project entitlements, the light industrial neighborhood on the eastside of Cedar Boulevard between Central Avenue and Mowry Avenue is transforming into a dense urban neighborhood. Since 2014, over 700 residential units have been approved or constructed within this area.

Newark has consistently approved residential development on lands that have transitioned from industrial and other uses into high-quality residential neighborhoods, resulting in the production of thousands of units. This development is in addition to residential development on lands identified in the general plan and in zoning districts specifically for residential uses. Residential development is expected to continue, especially in areas where mixed-uses are allowed, based upon the implantation of housing element policies and State legislation that remove barriers to residential development on commercial and mixed-use sites.

Policies and Programs Incentivizing Residential Development in Commercial and Mixed Use Area

This above realistic capacity analysis is further supported by a range of policies and programs that the City has committed to implementing during the planning period. These policies include, but are not limited to, the following:

PROGRAM H2.3: Investigate Opportunities in the Four Corners Area to facilitate market-rate and affordable housing and promote neighborhood revitalization through increased mixed use development

and walkability.

POLICY H2.4: Work with community partners and property owners to revisit a community visioning plan for the Four Corners neighborhood/community commercial area.

PROGRAM H3.4: Adjust Zoning to Allow Mixed Use in Current Commercial Zones

PROGRAM H4.10: Zoning Ordinance Amendments for Special Needs Housing

In order to support an increase in this housing type in the city, SROs will be permitted use in Residential Medium Density, Commercial Mixed Use and Residential High Density zones, with a priority for SRO development to occur along transit corridors.

To align zoning with planned development areas and associated policies of developing pedestrian friendly, walkable neighborhoods, the city proposes to implement State laws SB6 and AB 2011 to encourage residential and mixed-use developments in current commercial zones.

Evaluation of Sites to Accommodate Varied Income Levels

One of the most important evaluation considerations of the sites selection process is to evaluate a site's ability to accommodate households with varying income levels. To satisfy the RHNA requirement, the amount of lower, moderate, and above moderate income units is specified for each site in the inventory. Furthermore, the unit capacity must be maintained throughout the 2023-2031 planning period. Therefore, a buffer of at least 15 percent to 30 percent is generally recommended by HCD, and Newark's sites inventory buffer is well beyond this recommendation. If sites listed in the inventory are redeveloped with other uses or different income levels than what is identified, the difference can be made up with the buffer sites to ensure there is "No Net Loss" of Suitability of Non-Vacant Sites.

Suitability of Non-Vacant Sites for Development

The lack of vacant land in Newark and the relatively high value of new residential development means that the City consistently sees the redevelopment of underutilized sites, a fact which is reflected most notably in the adoption and ongoing implementation of the Newpark Place Specific Plan. Developer and property interest in non-vacant commercial sites for future residential development has been strong in recent years, and the inventory included here is, by many measures, relatively conservative in terms of the number of non-vacant commercial sites included relative to market pressures.

Non-vacant opportunity sites in the inventory were screened based on the criteria previously described. The consultant team worked closely with city staff to identify suitable properties and analyze existing uses and the conditions of buildings or lots on non-vacant sites. Property owner outreach was also conducted for the relevant sites, as well as analysis on constraints and market conditions. In each case, the analysis indicated that the opportunity sites included in this Housing Element Have a strong likelihood of developing as residential projects during the planning period.

Lower Income RHNA vis-a-vis Non Vacant Sites

State law requires additional analysis of existing uses in the sites inventory if more than 50 percent of the City's low-income RHNA is accommodated on non-vacant sites. HCD has published guidance for how to determine this, which includes adjustments for proposed lower income projects and ADU capacity, in addition to vacant sites in the inventory. A substantial amount of the City's lower-income units (more than 50 percent of the lower income RHNA) are within Pipeline Projects. In addition, the inventory includes affordable ADU units. In summary, less than 34 percent of Newark's lower income RHNA is accommodated on non-vacant sites, which is below the 50 percent threshold. Therefore, no additional analysis is needed to support the site inventory's non-vacant sites.

Table C-4: Lower Income RHNA vis-a-vis Non Vacant Sites, 2023

Site Location	Lower Income Units	Percent of Lower Income RHNA
Planned and Proposed Sites	340	46.4%
Vacant Sites (Sycamore St.)	50	6.8%
ADUs	96	13.1%
Total Lower Income RHNA	732	100%
Lower Income RHNA vis-a-vis Non Vacant Sites	**246**	**33.6%**

Site Profiles

The following site profiles provide specific information about each of the opportunity sites listed in Table C-1 and displayed vis-v-vis AFFH factors in the maps provided above. The sites include both planned and proposed projects as well as sites zoned for housing that will be available to be developed during the planning period. Each profile includes a description of the site's general plan land use designation, zoning, site size and maximum allowable density. Notes regarding realistic capacity are included as well as available links to relevant planning documents and plans. Sites 1 through 13 are in the development pipeline process (either under construction, fully entitled or active applications) and sites 14 through 28 are locations identified for housing either from previous Housing Elements or new analysis. Sites identified as zoned for housing include detailed analyses of development standards, government constraints and environmental constraints. Tables summarizing development standards and unit yield are provided for sites 15 through 19, 21, 22, 24, and 25.

1 Bridgeway / Gateway (Bayside Newark) - under construction

Zoning: Residential High Density, Residential Medium Density

Specific Plan Designation: Medium/High Density Residential

APNs: Consolidated sites with APNs to be listed in the HCD electronic inventory form.

Size: 41 acres

Max Allowable Density 60 units per acre.

Realistic capacity based on approved entitlements or developer proposal

On March 10, 2016, Newark City Council adopted Ordinance No. 492 which was a zoning amendment on property shown in Vesting Tentative Tract Map 8099 from MT-1 (High Technology Park District) to MDR-FBC (Medium Density Residential-Form Based Codes) and HDR-FBC (High Density Residential-Form Based Codes) as part of the Bayside Newark (formerly known as the Dunbarton TOD Specific Plan) to develop the land as Gateway Station West.

The project, proposed by Integral Communities, calls for the phased development of 589 market-rate residential units within approximately 41 acres of the 54.5-acre project site, at an approximately density of 14.36 DU/A. A total of 321 single family detached homes and 268 attached condos are planned, along with streets, 1,473 parking spaces, sidewalks, trails, landscaping, parks, water quality treatment basins and permanent open space. In addition, several off-site roadway, sidewalk and landscaping improvements may be constructed in conjunction with the project. The development site is located within the Dumbarton TOD Specific Plan Project area.

2 FMC Willow - North (Bayside Newark) - entitled

Zoning: Business and Technology Park

Specific Plan Designation: Transit Station, Commercial/Retail

APN: 92-100-5

Size: 7.2 acres

Max Allowable Density: Form-based code

Realistic capacity based on approved entitlements or developer proposal

On 9/22/22, The City of Newark approved land use modifications proposed by Lennar Home Builder, FMC Corporation, and Integral Communities within the FMC Willow and Grand Park portion of the Bayside Newark Specific Plan area. The proposed modifications would redevelop the 22.1-acre site into a 370-unit multi-family community including 279 townhouse units, a 1.6-acre mixed-use area with 3,600 sq. ft. of retail, club room, fitness center, and 90 affordable units (plus 1 manager unit) within a 6-story building, a 5-acre community park (Grand Park), and a 1,485 sq. ft. community building, along with approx. 1.8 acres set aside for a future transit station.

The north site, known as FMC Willow - North" would contain the 91-unit affordable housing, mixed-use building, 64 multifamily units and the future transit station parcel for a total of 155 units. The 64 market-rate units would be UA Stack (multifamily). The UA Stacks would have five floor plans ranging from 1,696 square feet to 2,015 square feet, and they would be three-stories high.

Link to approved Application (Resolution No. 11,407)

Link to FMC Willow Staff Report

3 FMC Willow - South (Bayside Newark) - entitled

Zoning: Business and Technology Park

Specific Plan Designation: High Density Residential, Commercial Office, Transit Station

APN: 537-852-1-8

Size: 12.6 acres

Max Allowable Density 60 units per acre.

Realistic capacity based on approved entitlements or developer proposal

On 9/22/22, The City of Newark approved land use modifications proposed by Lennar Home Builder, FMC Corporation, and Integral Communities within the FMC Willow and Grand Park portion of the Bayside Newark Specific Plan area. The proposed modifications would redevelop the 22.1-acre site into a 370-unit multi-family community including 279 townhouse units, a 1.6-acre mixed-use area with 3,600 sq. ft. of retail, club room, fitness center, and 90 affordable units (plus 1 manager unit) within a 6-story building, a 5-acre community park (Grand Park), and a 1,485 sq. ft. community building, along with approx. 1.8 acres set aside for a future transit station.

The South Site of the project, known as "FMC Willow South", (Grand Park, PA 3, and PA 4) would include a 1,485 square foot community building, 123 multifamily units, and 92 townhomes for a total of 215 units. The 123 units would be UA Split (multifamily), and 92 would be UA Towns (townhomes). The UA Stacks would have 5 floorplans ranging from 1,696 square feet to 2,015 square feet. The UA Splits would have a standard option with 4 floorplans ranging from 1,307 square feet to 2,108 square feet and a 4-story option with 4 floorplans ranging from 1,307 square feet to 2,422 square feet. The homes would be 3-5 stories high.

Link to project plans.

4 Harbor Pointe, FMC Parcel C (Bayside Newark) - under construction

Zoning: Business and Technology Park

Specific Plan Designation: High Density Residential, Commercial/Office

APN: 537-852-2-9, 537-852-1-3, 537-852-2-16

Size: 13.6 acres

Max Allowable Density 60 units per acre.

Realistic capacity based on approved entitlements or developer proposal

In line with the Bayside Newark Specific Plan (formerly known as the Dumbarton TOD), the City of Newark approved a title sheet and site plan submitted by Parcel C Project Owner, LLC. The date on the filing is from 12/17/2018.

The developable area of 13.6 acres was subdivided to accommodate 192 units over three planning areas. Planning Area 1 has a total 72 units at a density of 11.56 units to the acre, Planning Area 2 has a total of 75 units at 16.13 units per acre, and Planning 3 has a total of 45 units at 16.48 units per acre. The plan has multiple typologies which are both three and four bedroom single family units which will be sold at market rate. The project is being built in phases and multiple final maps may be filed.

Link to project plans.

5 Cedar Homes - 38478 Cedar Boulevard - entitled

Zoning: Residential Medium Density

General Plan Designation: Medium Density Residential

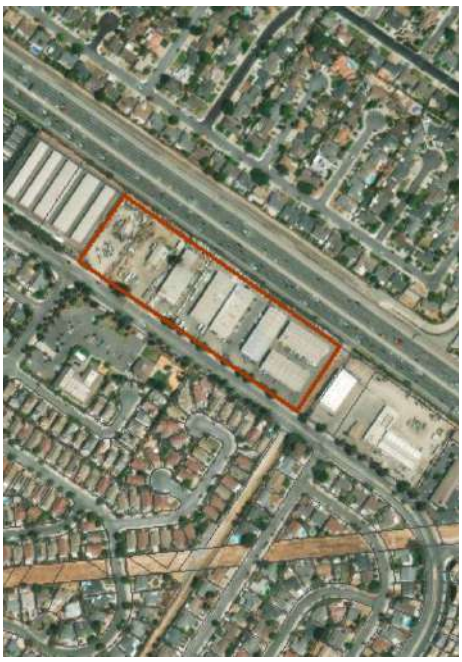
APN: 92A-2375-2-6

Size: 7.76 acres

Max Allowable Density 30 dwelling units per acre.

Realistic capacity based on approved entitlements or developer proposal

According to application materials, Robson Homes, LLC proposes to construct 118 residential units composed of single family residences and two-unit attached townhomes on a 7.76-acre site located at 38288-38594 Cedar Blvd. The site would be subdivided to create 124 lots including six common and 118 residential lots. The project would include landscaping and open space areas, a new private street, and on-site and off-site improvements. Below is a rendering of an example unit.



Link to project plans.

6 Cedar Community Apartments – complete

Zoning: Community Commercial

General Plan Designation: Community Commercial

APN: 901-195-37, 901-195-38

Size: 2.7 acres

Max Allowable Density 25-60 dwelling units per acre.

Realistic capacity based on approved entitlements or developer proposal

The Cedar Community Apartments project was selected for a Homekey grant valued at $38.2 million. This grant assisted with the acquisition and conversion of Town Place Suite into 125 apartment units that are affordable to extremely low-income households and households experiencing homelessness, including 11 units that are reserved for military veterans. The grant also assists with the provision of resident services including education and employment services. 1 unit is at market rate for management.

The owner of the Towne Place Suites (TPS) extended-stay hotel in Newark and Allied Housing/Abode Services entered into an option agreement for the sale of the property. The hotel suites were converted into 124 supportive, affordable residential units to be known as Cedar Community Apartments. 60 units are for households who have experienced homelessness, and the other 64 are set aside for people at risk of homelessness.

7 Timber St. Senior Living - entitled

Zoning: Residential Medium Density

General Plan Designation: Medium Density Residential

APN: 92A-2125-10-2

Size: 1.0 acre

Max Allowable Density 30 dwelling units per acre.

Realistic capacity based on approved entitlements or developer proposal

Timber Street Senior, developed by Eden Housing, will provide 79 units of new affordable housing for seniors in a convenient location in Newark, CA. The project will redevelop the 1-acre site and fulfill the city's vision of transforming the surrounding neighborhood from light industrial and warehouse space to a vibrant, walkable residential neighborhood.

The project has been granted $21.7 million in funding for its construction with the City of Newark and Alameda County (Measure A1 Affordable Housing Fund) both as financial partners. The project's funding is a part of Governor Newsom's recent commitment of more than $825 million to help expand the state's affordable housing stock and increase capacity for additional climate-smart infill housing.

The building will include a community room with a kitchen and attached courtyard with space for planter boxes and organized activities, a computer learning center, an exercise room, a bicycle storage room, and offices to house on-site services staff. All of the units are 1-bedrooms, so the community will support seniors living on their own as well as couples. A rendering of the project is shown below.

Link to project plans.

8 Lepaskshi Homes - 6781 Thornton Ave. Building A (Old Town Newark Area Plan) - active application

Zoning: CommercialMixed Use

General Plan Designation: Commercial Mixed Use

APN: 92-30-16-2, 92-30-15-2, 92-30-14-3, 92-30-18-4, 92-30-17-2

Size: 1.0 acres

Max Allowable Density 100 dwelling units per acre (Old Town Newark Area Plan)

Realistic capacity based on approved entitlements or developer proposal

The developer, Lepakshi Homes, has proposed a residential project at the gateway to the City's Old Town neighborhood. The project consists of two sites with a single building on each site. " Building A" with 60 market rate units, 12 one-bedroom, 37 two-bedroom, 6 three-bedroom, and 5 live-work units. The proposed plan is approximately 60 units per acre for Building A.Building A's building height is 57 feet with a clocktower at 72 feet.

As of October 2023, the application is under review. The city anticipates that the application will be complete in early 2024 with public hearings scheduled shortly thereafter. Entitlements include a Planned Development and Design Review.

Link to project plans.

9 Lepakshi Homes - 6781 Thornton Ave. Building B (Old Town Newark Specific Plan) - active application

Zoning: Commercial Mixed-Use

General Plan Designation: Commercial Mixed Use

APN: 92-31-15, 92-31-16-2

Size: 0.25 acres

Max Allowable Density 100 dwelling units per acre (Old Town Newark Specific Plan)

Realistic capacity based on approved entitlements or developer proposal

The developer, Lepakshi Homes, has proposed a residential project at the gateway to the City's Old Town neighborhood. The project consists of two sites with a single building on each site. " Building B" is across the street from Building A and would contain 15 affordable units and 13 market rate units. The proposed plan is at 94 units per acre, and the building height is 59 feet. Below is a rendering of the project, with Building B in the foreground. The smaller "Building B" parcels are part of the same application and approval process as Building A.

As of October 2023, the application is under review. The city anticipates that the application will be complete in early 2024 with public hearings scheduled shortly thereafter. Entitlements include Planned Development and Design Review.

Link to project plans.

10 SAHA - 6347 -6375 Thornton Ave. - active application

Zoning: Residential High Density

General Plan Designation: High Density Residential

APN: 92A-919-18, 92A-919-17-2, 92A-919-16-2

Size: 0.54 acres

Max Allowable Density 60 dwelling units per acre.

Realistic capacity based on developer proposal as submitted to city in NOFA process.

According to application materials, SAHA proposes a multi-family housing development of 57 deeply affordable homes targeted to individuals and families including 15 two-bedroom apartments and 16 three-bedroom apartments, on three underutilized parcels, 6347-6375 Thornton Avenue. The proposal calls for a single 60 foot. 5-story building on 0.54 acres at 105 DU/A (a waiver or concession is needed).

SAHA proposes to develop a five-story building using Type 5A wood-frame construction for the upper four floors over a Type 1A concrete ground floor and parking garage. The design includes numerous family-friendly common area amenities such as a computer lab, an acoustically-insulated music practice room, a bicycle repair station, building wide wireless internet service free to residents, an outdoor tot play area and wheelchair-accessible raised garden beds in a sunny spot where SAHA's Resident Services team will expand its successful gardening program.

To fund this transformation, SAHA requested and received $12M of seed capital from the City of Newark which will cover approximately 25% of the total development cost.
The developer will submit a formal design review, minor use permit, and a map application before the end of 2024. Entitlements are expected in late 2024.

Link to project plans.

11 Mulberry Residential - 36952 Mulberry Street - entitled

Zoning: Residential Medium Density

General Plan Designation: Medium Density Residential

APN: 92-29-22, 92-29-21

Size: 0.46 acres

Max Allowable Density 30 units per acre.

Realistic capacity based on approved entitlements or developer proposal

According to application materials, Rajesh Rao, proposes to demolish the existing single-story residence and detached garage, and construct eight for-sale market-rate condominiums with new landscaping, open space areas, a private driveway, and guest parking on the property located at 36952 Mulberry St. The property is zoned RM-OT (Residential Medium Density with the Old Town Overlay District). The proposed project would merge two existing lots to create a 0.46-acre lot with 4 three-bedroom units and 4 four-bedroom units at a density of 17.4 DU/A. Below is a proposed rendering of the project.

Link to project plans.

12 Bain Ave. & Magnolia St. - 37280 Magnolia Street - under construction

Zoning: Residential Medium Density

General Plan Designation: Medium Density Residential

APN: 92-61-11, 92-61-12-1, 92-61-12-2

Size: 0.93 acres

Max Allowable Density 30 units per acre.

Realistic capacity based on approved entitlements or developer proposal

According to application materials, Goldsilverisland Homes, LLC is proposing 10 market-rate single family homes at 37280 Magnolia Street. The applicant is also proposing a PD overlay district to allow for lower lot sizes of 3,500 square feet instead of 6,000 square feet. The density of the development is approximately 10.75 DU/A.

Link to project plans.

13 Waymark Homes - Cedar Blvd. - entitled

Zoning: Residential Medium Density

General Plan Designation: Medium Density Residential

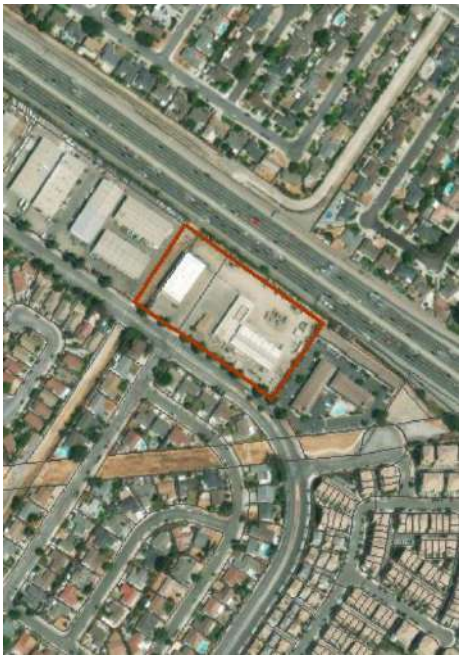
APN: 92A-2585-30-4, 92A-2585-12-1, 92A-2585-31

Size: 3.44 acres

Max Allowable Density 30 units per acre.

Realistic capacity based on approved entitlements or developer proposal

The applicant, Waymark Development, proposes to demolish the existing buildings currently occupied by commercial/industrial uses and construct 76 three-story attached townhomes within 14 buildings on a 3.44-acre site located at 38600 Cedar Blvd. The project calls for 34 three-bedroom units and 46 four-bedroom units with a total density of 22 DU/A. The project would include landscaping and open space areas, a new private street, and on-site improvements. The property is zoned RM (Residential Medium Density District). The project requires a Design Review, Minor Use Permit for a building height up to 40 feet, and a Vesting Tentative Subdivision Map. Below is a render of an example unit.



Link to project plans.

14 NewPark Place (Phases A to D)

Zoning: Regional Commercial

Specific Designation: Mixed-Use I

APN: 901-111-19, 901-111-30, 901-111-29, 901-111-24, 901-111-22, 901-111-20, 901-111-25, 901-111-21, 901-111-26, 901-111-31

Size: 52.03 acres

Max Allowable Density 160 units per acre.

Realistic capacity based on Specific Plan

As described above in Section 4 and in other sections of this Housing Element, the NewPark Place Specific Plan will guide the redevelopment of this entire area, comprising 52.03 acres with an expected residential build-out capacity of 1,519 across 5 major phases as follows (see Phase A in top aerial, Phases B-D in bottom aerial):

- **Phase A:** Type-III multifamily development. A total of 319 units on.3.98 acres at a density of 80 dwelling units per acre. The development includes six levels of parking.
- **Phase B1:** Type-III multifamily development. A total of 195 units on 3.47 acres at a density of 56 dwelling units per acre. The development includes a six level garage.
- **Phase B2:** Type-III multifamily development with a podium. A total of 310 units on 4.30 acres at a density of 72 dwelling units per acre. The development includes a 3 -evel structure parking facility.
- **Phase C:** Type-III multifamily development with a podium. A total of 300 units on 3.70 acres at a density of 81 dwelling units per acre. The development includes a 2 level garage and 1 sub-t.
- **Phase D2:** Type-III multifamily development. A total of 395 units on 5.67 acres at a density of 70 dwelling units per acre.

The development includes a five level garage.
The phases are regulated by the Mixed-Use Area I standards, which include a maximum building height of 200 feet, with buildings adjacent to the streets to be a minimum of 30 feet, but preferably 60 feet. Residential density may be up to 160 units per acre, but not less than 60 dwelling units per acre.

While the specific plan has a relatively high maximum density, it is largely unachievable for multiple reasons. First, the plan has a cap on the total number of units at 1,519. An adjustment of this number would require City Council action and a new EIR process. Second, taller developments than Type-III multifamily would require new emergency vehicle typologies, procedures, and training which the City of Newark currently does not have nor does the surrounding area. Therefore, it is not surprising that the actual densities of the proposed

developments are somewhat lower than the maximum would permit.
Residential uses may be within residential only multiple story buildings and/or in buildings with a mix of uses. First floor residential is allowed in non-active frontage locations, which are outlined in the plan. Parking demand for development within areas designed Mixed-Use I must be accommodated by a combination of surface and structured parking per the Parking Sub Plan. The residential uses within each "block" must be self-parked within the boundary of the individual block. For a more detailed account of all applicable development standards, refer to the Specific Area Plan.

The NewPark Place plan has a 20 year planning arc, therefore it is expected that only 40% of the total units will be complete for the 8 year RHNA 65 Housing Element Period. As feasible, the City will continue to work with the property owner to encourage the inclusion of larger percentages of affordable units in future phases of development.

The build out capacity and affordable housing assumptions for NewPark Place provided in this sites inventory reflects City Council Resolution NO. 10,184 which went into effect on June 9, 2014 and is the guiding document which outlines that for apartment development, the affordability breakdown starting point should be 6% VLI, 3% LI, and 3% MOD in order to fully mitigate the impact of the residential development. The document gives City Council the authority to determine that an alternative distribution of affordable units will fully mitigate the impacts of the development on the need for affordable housing, based on community needs and the characteristics of the development. In the case of NewPark Phase A, Council advocated strongly for onsite affordable units instead of a mitigation fee.

As described in full in the Specific Plan, this area has adequate infrastructure to accommodate the planned residential development and there are no known environmental constraints. In addition, each separate phase of this development would comprise a land area of less than 10 acres.

[Link to the project plans for Phase A.]

15 Grocery Outlet Center

Zoning: Commercial Mixed Use

General Plan Designation: Commercial Mixed Use

APN: 92A-900-1-2

Size: 4.62 acres (1.54 acres under the assumption that ⅓ of the site will redevelop)

Max Allowable Density 60 units per acre.

The Grocery Outlet Center site is an aging multi-tenant retail center with a large surface parking lot, which takes up approximately 40% of the site, located on the corner of Newark Boulevard and Mayhews Landing Road. The site was previously included in the 5th Cycle Housing Element. The shopping center is a collection of four different buildings, each with multiple tenants providing a range of retail and service options for the community, including a well established Grocery Store.

Realistic Capacity
Since the leases are current and tenants like Grocery Outlet are popular among residents, the approach here is that only a third of the site will feasibly redevelop throughout the eight-year planning period.

Newark code requires ground floor retail adjacent to Newark Boulevard, so a realistic capacity of 80% was applied to this site yielding a total of 57 units as detailed below. The density is at 45 dwelling units per acre giving it 100% affordable potential. The existing establishments, a liquor store, Southeast Asian restaurant, and flower shop would be able to continue to operate on the ground floor.

Analysis of Redevelopment Potential

- In Newark and the Tri-City Area, similar commercial centers have recently developed as mixed-use and/or 100 percent residential projects at similar densities. The redevelopment of the NewPark mall and surrounding area are an important comparable example of the residential redevelopment potential provided by this key site.
- The redevelopment potential of this site is also supported by the relatively low improvement to land value ratio of 0.49, which shows that the built improvements are valued lower than the underlying land. This indicates a strong propensity for the site to redevelop during the planning period.

Redevelopment Indicators

- Low improvement to land value ratio (0.49) meaning that the appraised value of the land is greater than the appraised value of the built improvements, indicating a propensity for redevelopment to another land use
- Large and underutilized surface parking lot (greater than 2 acres)
- Aging structures and lack of recent improvements (auto-oriented single story commercial from 1964-1986)
- Single ownership of parcel
- Adjacent redevelopment occuring (Mayhews Place)

- Similar redevelopment occuring in Newark (NewPark Place)

Rezoning
Since the site was included in the 5th Cycle Housing Element, per Program H3.6 described above, this site will be subject to a zoning text amendment that will require by-right approval of any new housing development in which at least 20 percent of the units are affordable to lower-income households.

Realistic Capacity Analysis
The following summary table provides a step by step analysis of the realistic capacity factors applied to this site, as well the reasoning for applying these adjustment factors to arrive at a realistic yield of net units.

Table C-5: Grocery Outlet Center Realistic Capacity Analysis

Site Description	
Size of Site	1.54 acres
Zoning	Commercial Mixed Use
Allowable Density	30 - 60 dwelling units per acre
RHNA Affordability	Lower Income
Existing Use	Non-Vacant, aging strip mall
Infrastructure Availability	Yes, no constraints
Environmental Constraints	None Known

Capacity Factors	Adjustment Factor	Reasoning
Land Use Controls and Site Improvements	0.75	Net development area based: on front and side setbacks: open space requirements; reduced parking requirements per program H3.5; and, ground floor commercial use comprising 15% of lot area.
Realistic Capacity of the Site	0.8	Based on recent trends in the tri-city market area and in the City of Newark for the conversion of existing commercial sites to 100% residential or mixed use projects. Program H3.4 will be implemented to facilitate the development of this and other potential residential sites in commercial zones. Program H3.5 will also be implemented to reduce required covered parking standards for residential projects. will be implemented to streamline the Note: the ABAG Hess tool reports build out of 1.35 for residential projects in mixed use zones in the tri city market area, and thus this assumption is very conservative.
Typical Densities	0.95	Affordable housing developments in Newark build out to almost maximum density.
Infrastructure availability	Yes	Water, sewer and power infrastructure in place and sufficient to support residential development.
Environmental constraints	No	No known environmental constraints on this site.
Realistic Capacity With Adjustment Factors	53	

16 Thornton Ave. Sites (within Old Town Neighborhood)

Zoning: Commercial Mixed Use

General Plan Designation: Commercial Mixed Use

APN: 92-51-2-3, 92-29-20-2, 92-29-19-2, 92-51-5-3, 92-29-18-2, 92-29-17-2, 92-29-13, 92-29-16-2, 92-29-15-2, 92-50-1-3, 92-29-14-2, 92-50-2-3, 92-50-3-3

Size: varies by parcel, total of 2.5 acres

Max Allowable Density 100 units per acre per Old Town Specific Plan

The Thornton Avenue area comprises a number of underutilized parcels which are primed for residential development during the planning period. Improvement to land value ratios for the sites range from 0.22 to 0.79 indicating a propensity to redevelop, and the Old Specific Plan (Specific Plan) also includes policies encouraging residential and mixed-use development. The size and shape of these contiguous sites lend themselves to parcel assembly and lot consolidation.

The major constraints facing these parcels are the need for assemblage (most parcels are less than half an acre) and ground floor retail requirements along Thornton Ave. Because of this, a realistic capacity multiplier of 80% was used to calculate unit totals.

While many of the buildings date from earlier than 1970, The Specific Plan found that there are no historic buildings or structures in the planning area. The plan notes that 25 buildings within the planning area have "historic merit", the City's Historic Preservation Program allows for modification and demolition of buildings with historic merit. Several existing City regulations would help ensure that development and redevelopment activities do not cause a substantial adverse change. Therefore, the protection of cultural resources is not a significant barrier to redevelopment of these sites.

Analysis of Redevelopment Potential

Many of the Thornton Avenue parcels were also previously identified as "potential opportunity sites" in the Specific Plan. According to the Specific Plan, these sites "include vacant and underutilized sites, which may be more likely locations for redevelopment." The plan projected that throughout the planning area, 400 net new units could be developed by 2040 which would be in the form of multi-family buildings with five or more units. [18]

In order to achieve this goal, the city has implemented land use regulations outlined in the Specific Plan which promote high density development, such as increased densities (up to 100 dwelling units per acre) and height limits (up to 75 feet)) and the ability for 100 percent residential projects. The market has already started to respond to these new regulations with the Lepakshi Homes projects (88

[18] Newark Old Town Specific Plan, pg. 21

units, 15 either low income or moderate, on 1.25 acres) and nearby SAHA (57 affordable units on 0.54 acres) as examples which are currently in the development pipeline. In addition, the city will promote the consolidation of small parcels through Program H2.11 which in turn will encourage larger scale multi-family development. The City is also planning significant pedestrian-oriented infrastructure improvements in the Old Town neighborhood which will increase the viability for welcomed high-density, mixed-use, compact development.
As noted in the Specific Plan, the opportunity sites originally selected and identified here were originally selected due to their redevelopment potential. It is important to note that since multiple factors influence redevelopment and some opportunity sites were not explicitly identified in the Housing Element, it is likely that new development will occur on sites which were not specifically identified in the sites inventory.

Redevelopment Indicators

- Low improvement to land value ratio (0.22 to 0.79) meaning that the appraised value of the land is greater than the appraised value of the built improvements
- Updated land use controls which allow significantly denser development (Old Town Area Plan)
- Aging buildings and obsolete development typologies (single story commercial with frontage parking dating from before 1970, most with little historic merit)
- Adjacent redevelopment occuring (Lepakshi Homes and SAHA)
- Candidate for lot consolidation incentives through Program H2.11

Rezoning

Since the sites were included in a previous Housing Element, per Program H3.6 described above they will be subject to a zoning text amendment that will require by-right approval of any new housing development in which at least 20 percent of the units are affordable to lower-income households.

Realistic Capacity Analysis

The following summary table provides a step by step analysis of the realistic capacity factors applied to this site, as well the reasoning for applying these adjustment factors to arrive at a realistic yield of net units.

Table C-6: Thornton Ave. Sites Realistic Capacity Analysis

Site Description	
Size of Site	2.5 acres
Zoning	Commercial Mixed Use (within Old Town)
Allowable Density	100 dua (within Old Town)
RHNA Affordability	Mixed
Existing Use	Commercial, Parking
Infrastructure Availability	Yes
Environmental Constraints	None

Capacity Factors	Adjustment Factor	Reasoning
Land Use Controls and Site Improvements	0.85	Net development area based on: front and side setbacks; open space requirements; parking requirements, and ground floor commercial uses.
Realistic Capacity of the Site	0.8	Based on recent trends in the tri-city market area and in the City of Newark for the conversion of existing commercial sites to 100% residential or mixed use projects. Program H3.4 will be implemented to facilitate the development of this and other potential residential sites in commercial zones. Program H3.5 will also be implemented to reduce required covered parking standards for residential projects. will be implemented to streamline the Note: the ABAG Hess tool reports build out of 1.35 for residential projects in mixed use zones in the tri city market area, and thus this assumption is very conservative.
Typical Densities	0.95	Affordable housing developments in Newark build out to almost maximum density.
Infrastructure availability	Yes	Water, sewer and power infrastructure in place and sufficient to support residential development.
Environmental constraints	No	No known environmental constraints on this site.
Realistic Capacity With Adjustment Factors	162	

17 Cedar Blvd. and Timber St. Industrial Sites

Zoning: Residential Medium Density

General Plan Designation: Medium Density Residential

APN: 92A-2125-13, 92A-2125-11-2, 92A-2125-17

Size: 4.96 acres

Max Allowable Density 22-30 units per acre.

These formerly industrial sites are underutilized properties with I/L ratios ranging from 0.38 to 0.58, indicating a propensity to redevelop. They are in an area of rapid change where market dynamics have tended to support residential development in recent years.

Rezoning
Since the sites were included in a previous Housing Element, per Program H3.6 described above they will be subject to a zoning text amendment that will require by-right approval of any new housing development in which at least 20 percent of the units are affordable to lower-income households.

Redevelopment Indicators

- Low improvement to land value ratio (0.38 to 0.58) meaning that the appraised value of the land is greater than the appraised value of the built improvements
- Aging buildings (single story light industrial/warehouses dating from 1964 to 1982)
- Significant adjacent medium residential development occurred in the previous HE Cycle
- Similar redevelopment occuring in Newark (Waymark Homes)

Realistic Capacity Analysis
The following summary table provides a step by step analysis of the realistic capacity factors applied to this site, as well the reasoning for applying these adjustment factors to arrive at a realistic yield of net units.

Table C-7:Cedar Blvd. and Timber St. Industrial Sites Realistic Capacity Analysis #1

Site Description	
Size of Site	1 acre
Zoning	Residential Medium
Allowable Density	22; up to 30 with CUP depending on street classification
RHNA Affordability	Above Moderate
Existing Use	Industrial
Infrastructure Availability	Yes
Environmental Constraints	None

Capacity Factors	Adjustment Factor	Reasoning
Land Use Controls and Site Improvements	0.9	Net development area based on front and side setbacks, open space and parking requirements.
Realistic Capacity of the Site	0.8	Based on recent trends in the tri-city market area and in the City of Newark for properties in Residential Medium Density zones.
Typical Densities	0.9	Based on build out densities for comparable projects in Residential Medium density zones.
Infrastructure availability	Yes	Dry and wet utlitity infrastruture avaklable for this site; no know constraints.
Environmental constraints	No	No known environmental constraints.
Realistic Capacity With Adjustment Factors	14	

Table C-8: Cedar Blvd. and Timber St. Industrial Sites Realistic Capacity Analysis #2

Site Description	
Size of Site	1.67 acres
Zoning	Residential Medium
Allowable Density	22; up to 30 with CUP depending on street classification
RHNA Affordability	Above Moderate
Existing Use	Industrial
Infrastructure Availability	Yes
Environmental Constraints	None

Capacity Factors	Adjustment Factor	Reasoning
Land Use Controls and Site Improvements	0.9	Net development area based on front and side setbacks, open space and parking requirements.
Realistic Capacity of the Site	0.8	Based on recent trends in the tri-city market area and in the City of Newark for properties in Residential Medium Density zones.
Typical Densities	0.9	Based on build out densities for comparable projects in Residential Medium density zones.
Infrastructure availability	Yes	Dry and wet utlitity infrastruture avaklable for this site; no know constraints.
Environmental constraints	No	No known environmental constraints.
Realistic Capacity With Adjustment Factors	24	

Table C-9: Cedar Blvd. and Timber St. Industrial Sites Realistic Capacity Analysis #3

Site Description	
Size of Site	2 acres
Zoning	Residential Medium
Allowable Density	22; up to 30 with CUP depending on street classification
RHNA Affordability	Above Moderate
Existing Use	Industrial
Infrastructure Availability	Yes
Environmental Constraints	None

Capacity Factors	Adjustment Factor	Reasoning
Land Use Controls and Site Improvements	0.9	Net development area based on front and side setbacks, open space and parking requirements.
Realistic Capacity of the Site	0.8	Based on recent trends in the tri-city market area and in the City of Newark for properties in Residential Medium Density zones.
Typical Densities	0.9	Based on build out densities for comparable projects in Residential Medium density zones.
Infrastructure availability	Yes	Dry and wet utlitity infrastruture avaklable for this site; no know constraints.
Environmental constraints	No	No known environmental constraints.
Realistic Capacity With Adjustment Factors	23	

18 E-Z 8 Motel

Zoning: Residential High Density

General Plan Designation: High Density Residential

APN: 92A-2585-32

Size: 2.24 acres

Max Allowable Density 60 units per acre.

This is an underutilized hotel property with an I/L ratio of 0.97. In the surrounding market area, similar properties have been redeveloped with residential uses, and hotel conversions like the Cedar Community Apartments described above are increasingly common. The site is also adjacent to the entitled Waymark Homes project which proposes 80 townhomes.

Given the site's high density zoning designation which allows for densities between 25 and 60 dwelling units per acre and 100 foot height maximums, the City supports residential redevelopment here. After accounting for max lot coverage standards and setbacks, a realistic capacity modifier of 65% was applied to the site which would yield a total of 87 units. After the adjustment, the density of the site will be almost 39 dwelling units per acre, well above the default density of 30 dwelling units per acre for 100% affordable projects. The city strongly supports the development of a 100% affordable housing development at this site and could pursue a similar strategy as SAHA in Old Town, which was also in an RH zone. The city will continue to work with the property owner to advocate for residential use.

Rezoning

Since the site was included in a previous Housing Element, per Program H3.6 described above it will be subject to a zoning text amendment that will require by-right approval of any new housing development in which at least 20 percent of the units are affordable to lower-income households.

Redevelopment Indicators

- Low improvement to land value ratio (0.97) meaning that the value of the land is greater than the improvements
- Aging buildings and underutilized surface parking lot (two story motel dating from 1986)
- Significant adjacent medium/high density residential development occurred in the previous HE Cycle
- Similar redevelopment occuring in Newark (SAHA)

Realistic Capacity Analysis

The following summary table provides a step by step analysis of the realistic capacity factors applied to this site, as well the reasoning for applying these adjustment factors to arrive at a realistic yield of net units.

Table C-10: E-Z 8 Realistic Capacity Analysis

Site Description	
Size of Site	2.24 acres
Zoning	Residential High Density
Allowable Density	25 - 60 dwelling units per acre
RHNA Affordability	Lower Income
Existing Use	Motel
Infrastructure Availability	Yes, no constraints
Environmental Constraints	None Known

Capacity Factors	Adjustment Factor	Reasoning
Land Use Controls and Site Improvements	0.75	Net area adjustement accounts for setbacks, open space requirments, and structured parking.
Realistic Capacity of the Site	0.8	Based on comparable properties in the Tri-City Area and Newark and takes into account implementation of Prograsm H3.4 and H3.5.
Typical Densities	0.95	Affordbale housing in Newark builds out at near maximum densitities.
Infrastructure availability	Yes	Water, wastewater and dry utilities infrastrucuture available.
Environmental constraints	No	No known environmental constraints.
Realistic Capacity With Adjustment Factors	77	

19 Cherry Plaza

Zoning: Commercial Mixed Use

General Plan Designation: Commercial Mixed Use

APN: 92-50-13

Size: 0.96 acres

Max Allowable Density 100 units per acre (within Old Town Specific Plan Area)

This underutilized property has an I/L ratio of 0.55 , indicating a propensity to redevelop. The site has an educational use, but recent images show vacancies with a "for lease" sign. The surrounding market area has experienced the residential redevelopment of other such sites in recent years.
The site is located within the Old Town Specific Plan Area which allows the site to have densities between 30 and 100 dwelling units per acre. The height maximum is 48 feet. Unlike other CMU locations outlined in the Element, this site is not required to have ground floor retail because it is not fronting either Newark Ave. or Thornton Boulevard. A realistic capacity modifier of 80% was still applied, even though this could be considered conservative.

Realistic Capacity Analysis
The following summary table provides a step by step analysis of the realistic capacity factors applied to this site, as well the reasoning for applying these adjustment factors to arrive at a realistic yield of net units.

Table C-11: Cherry Plaza Realistic Capacity Analysis

Site Description	
Size of Site	0.96 acres
Zoning	Commercial Mixed Use
Allowable Density	48, within 20 ft. of a RM district
RHNA Affordability	100% affordable
Existing Use	Office building
Infrastructure Availability	Yes
Environmental Constraints	None

Capacity Factors	Adjustment Factor	Reasoning
Land Use Controls and Site Improvements	0.85	Net development area based on: front and side setbacks; open space requirements; parking requirements, and ground floor commercial uses.
Realistic Capacity of the Site	0.8	Based on recent trends in the tri-city market area and in the City of Newark for the conversion of existing commercial sites to 100% residential or mixed use projects. Program H3.4 will be implemented to facilitate the development of this and other potential residential sites in commercial zones. Program H3.5 will also be implemented to reduce required covered parking standards for residential projects. will be implemented to streamline the Note: the ABAG Hess tool reports build out of 1.35 for residential projects in mixed use zones in the tri city market area, and thus this assumption is very conservative.
Typical Densities	0.95	Affordable housing developments in Newark build out to almost maximum density.
Infrastructure availability	Yes	Water, sewer and power infrastructure in place and sufficient to support residential development.
Environmental constraints	No	No known environmental constraints on this site.
Realistic Capacity With Adjustment Factors	30	

20 Thornton Ave. Sites (outside of Old Town)

Zoning: Residential High Density

General Plan Designation: High Density Residential

APN: 92A-919-22-2, 92A-919-21-2, 92A-919-20-2, 92A-919-19-2, 92A-919-15-2, 92A-919-14-2, 92A-919-13-2, 92A-919-12-2, 92A-919-11-2

Size: 1.2 acres

Max Allowable Density 60 units per acre.

As with the sites within the Old Town area, these underutilized sites also show strong potential for redevelopment with residential uses. I/L ratios range from 0.53 to 0.76. These units do not have a required mixed-use component. The size and shape of these contiguous sites lend themselves to parcel assembly and lot consolidation and includes two contiguous parcels that are under the same ownership.

Rezoning
Since the sites were included in a previous Housing Element, per Program H3.6 described above they will be subject to a zoning text amendment that will require by-right approval of any new housing development in which at least 20 percent of the units are affordable to lower-income households.

Redevelopment Indicators

- Low improvement to land value ratio (0.53 to 0.76) meaning that the value of the land is greater than the improvements
- Aging buildings and obsolete development style (single story homes, the majority converted to commercial purposes and were built before 1970)
- Significant adjacent medium residential development occurred in the previous HE Cycle and currently (SAHA)
- Two vacant lots under same ownership and candidate for lot consolidation incentives through Program H2.11

Realistic Capacity Analysis
The following summary table provides a step by step analysis of the realistic capacity factors applied to this site, as well the reasoning for applying these adjustment factors to arrive at a realistic yield of net units.

21 Sycamore St. Vacant Lot

Zoning: Residential High Density

General Plan Designation: High Density Residential

APN: 92-255-11

Size: 1.81 acres

Max Allowable Density: 60 units per acre.

This site consists of an underutilized vacant residential lot in an area with robust services and supportive infrastructure. Zoned for high-density residential uses with a minimum density of 25 dwelling units to the acre and a maximum density of 60 dwelling units to the acre, this site is suitable for accommodating lower-income units. Existing development standards would allow the development of this site at maximum densities, consistent with comparable affordable housing developments currently in Newark's development pipeline.

Rezoning
This site will also also be subject to Program H3.6 since it is being carried over from a previous 5th Cycle Housing Element.

Realistic Capacity Analysis
The following summary table provides a step by step analysis of the realistic capacity factors applied to this site, as well the reasoning for applying these adjustment factors to arrive at a realistic yield of net units.

Table C-12: Sycamore St. Vacant Lot Realistic Capacity Analysis

Site Description	
Size of Site	1.81 acres
Zoning	Residential High Density
Allowable Density	25 - 60 dwelling units per acre
RHNA Affordability	mixed income
Existing Use	vacant
Infrastructure Availability	yes
Environmental Constraints	none

Capacity Factors	Adjustment Factor	Reasoning
Land Use Controls and Site Improvements	0.9	Net development area based on front and side setbacks, open space and parking requirements.
Realistic Capacity of the Site	0.8	Based on recent trends in the tri-city market area and in the City of Newark for properties in Residential High Density zones.
Typical Densities	0.95	Affordable housing builds out at near maximum densities.
Infrastructure availability	Yes	Dry and wet utlitity infrastruture avaklable for this site; no know constraints.
Environmental constraints	No	No known environmental constraints.
Realistic Capacity With Adjustment Factors	74	

22 Cedar Blvd. Public Storage Sites

Zoning: Residential Medium Density

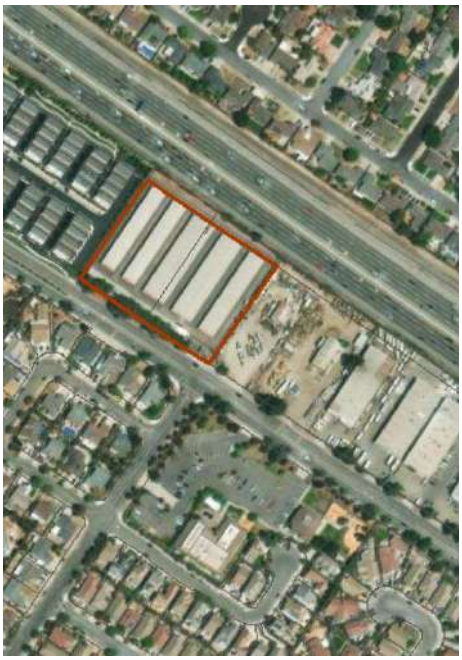
General Plan Designation: Medium Density Residential

APN: 92A-2375-32

Size: 2.9 acres

Max Allowable Density 22-30 units per acre.

This public storage site has an I/L ratio of 0.78, indicating a propensity to redevelop with another use, and residential uses are generally the highest and best use in the surrounding neighborhood market area.



Rezoning
Since the site was included in a previous Housing Element, per Program H3.6 described above it will also be subject to a zoning text amendment that will require by-right approval of any new housing development in which at least 20 percent of the units are affordable to lower-income households.

Redevelopment Indicators

- Low improvement to land value ratio (0.78) meaning that the value of the land is greater than the improvements
- Aging structure and single story use (building from 1985)
- Significant medium density residential development occurred adjacent in the previous HE Cycle
- Similar redevelopment occuring (Waymark Homes)

Realistic Capacity Analysis
The following summary table provides a step by step analysis of the realistic capacity factors applied to this site, as well the reasoning for applying these adjustment factors to arrive at a realistic yield of net units.

Table C-13: Cedar Blvd. Public Storage Realistic Capacity Analysis

Site Description	
Size of Site	2.9 acres
Zoning	Residential Medium
Allowable Density	22
RHNA Affordability	Above Moderate
Existing Use	Industrial
Infrastructure Availability	Yes
Environmental Constraints	No

Capacity Factors	Adjustment Factor	Reasoning
Land Use Controls and Site Improvements	0.9	Net development area based on front and side setbacks, open space and parking requirements.
Realistic Capacity of the Site	0.8	Based on recent trends in the tri-city market area and in the City of Newark for properties in Residential Medium Density zones.
Typical Densities	0.9	Based on build out densities for comparable projects in Residential Medium density zones.
Infrastructure availability	Yes	Dry and wet utlitity infrastruture evaklable for this site; no know constraints.
Environmental constraints	No	No known environmental constraints.
Realistic Capacity With Adjustment Factors	41	

23 Filbert Villas - 37243 & 37257 Filbert St. - expired entitlement

Zoning: Residential Medium Density

General Plan Designation: Medium Density Residential

APN: 92-131-1-9, 92-131-2-4, 92-131-3

Size: 0.96 acres

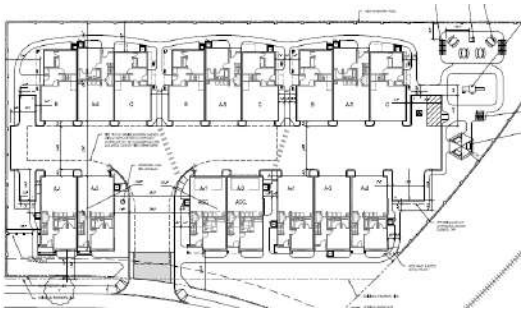
Max Allowable Density 30 units per acre.

Realistic capacity based on approved entitlements or developer proposal

According to application materials dated 3/23/17, SRAJ Development Inc, proposed Filbert Villas, a 16 unit market rate residential condominium project. The project consists of 16 new three-story four-bedroom townhouses. The density of the project is approximately 16 DU/A and the units will be market-rate. While the entitlement on this project expired, the city expects to see a project with similar densities.

A recent interview with the property owner indicates continued interest in the project. Barriers include high interest rates, higher construction costs, and lower sale prices, but the property owner plans to take steps to move forward with the project.

Link to project plans.



24 Filbert Ave. Sites

Zoning: Residential Medium Density

General Plan Designation: Medium Density Residential

APN: 92-54-5, 92-54-6, 92-54-4

Size: 0.7 acres

Max Allowable Density 22-30 units per acre.

These sites would support relatively lower-density residential development and the sites inventory does not assume that affordable housing would be feasible on these sites.

Redevelopment Indicators

- Two parcels have low improvement to land value ratio (0.09 and 0.03) meaning that the value of the land is greater than the improvements
- Aging structures and single story use (two building predate 1970)
- Similar redevelopment potential across the street (Filbert St. Villas)
- Candidate for lot consolidation incentives through H2.11

Realistic Capacity Analysis

The following summary table provides a step by step analysis of the realistic capacity factors applied to this site, as well the reasoning for applying these adjustment factors to arrive at a realistic yield of net units.

Table C-14: Filbert Ave. Sites Realistic Capacity Analysis

Site Description	
Size of Site	0.52 acres with assemblage
Zoning	Residential Medium
Allowable Density	22
RHNA Affordability	Above Moderate
Existing Use	Industrial
Infrastructure Availability	Yes
Environmental Constraints	None

Capacity Factors	Adjustment Factor	Reasoning
Land Use Controls and Site Improvements	0.9	Net development area based on front and side setbacks, open space and parking requirements.
Realistic Capacity of the Site	0.8	Based on recent trends in the tri-city market area and in the City of Newark for properties in Residential Medium Density zones.
Typical Densities	0.9	Based on build out densities for comparable projects in Residential Medium density zones.
Infrastructure availability	Yes	Dry and wet utlitity infrastruture avaklable for this site; no know constraints.
Environmental constraints	No	No known environmental constraints.
Realistic Capacity With Adjustment Factors	7	

25 Mayhews Place - 36589 Newark Boulevard - expired entitlement

Zoning: Residential Medium Density

General Plan Designation: Commercial Mixed Use

APN: 92A-623-43

Size: 0.53 acres

Max Allowable Density 30 units per acre.

Realistic capacity based on approved entitlements or developer proposal

According to project plans, David Langon Construction, Inc. is proposing 6 attached two-story, market-rate, single-family units on a site area of approximately 0.53 acres. The density of the proposal is 12 DU/A. Below is a rendering of the exterior facade. While the entitlement on this project expired, the city expects to see a project with similar densities.

Link to project plans.

26 Locust St. & Railroad - 37093 Locust St. - expired entitlement

Zoning: Residential Low Density

General Plan Designation: Low-Medium Density Residential

APN: 92-125-10

Size: 0.43 acres

Max Allowable Density 8.7 units per acre.

Realistic capacity based on approved entitlements or developer proposal

According to application materials dated June 21, 2018, Cherry Properties is proposing 6 new market-rate apartments at 37093 Locust Street. The project title is The Railroad Apartments. While the entitlement on this project expired, the city expects to see a project with similar densities.

Link to project plans.

27 Fahmy Homes - 37503 & 37511 Cherry Street - expired entitlement

Zoning: Residential Medium Density

General Plan Designation: Medium Density Residential

APN: 92-75-5-2, 92-75-4-2

Size: 0.38 acres

Max Allowable Density 30 units per acre.

Realistic capacity based on approved entitlements or developer proposal

According to application materials dated November 9th, 2020, Sawart S. Fahmy had proposed a four-lot residential project on two adjacent parcels. The proposed subdivision called for 4 single-family market-rate units. While the entitlement on this project expired, the city expects to see a project with similar densities.

In 2023, a new owner gained site control and has indicated strong interest in combining these sites to create a larger site for development. The owner submitted a preliminary application for a seven-unit rowhouse project. The city has completed its preliminary review and is now awaiting a formal application from the property owner.

Link to project plans.

28 Neighborhood Infill Sites

Zoning: Residential Low Density

General Plan Designation: Low-Medium Residential, Medium Density Residential

APN: 92-135-23, 92-127-13, 92-136-15, 92-24-10, 92-127-20, 92-125-2-2

Size: 1.52 acres

Max Allowable Density 11-15 units per acre.

These are mixed neighborhood infill sites supporting lower density residential development. Five of the six sites are vacant while the non vacant site has subdivision potential. These sites would support relatively lower-density residential development and the sites inventory does not assume that affordable housing would be feasible on these sites.

These sites are expected to redevelop individually, and the sites will be listed separately by parcel number on the electronic submission form.

Redevelopment Indicators

- Either vacant or underutilized (subdivision potential)
- Two vacant lots are adjacent candidate for lot consolidation incentives through Program H2.11
- Strong demand for market rate residential in established neighborhoods (Over 750 single family detached units completed between 2018 and 2022[19])

[19] Source: HCD Housing Element Implementation and APR Dashboard

APPENDIX D PUBLIC COMMENT

The public comment period for the first Draft 2023-2031 Housing Element began on February 24th, 2023. As required by AB 215, the first Draft Housing Element was available for a 30-day public review period, before incorporating public comments and sending the revised first draft to HCD. Based on community feedback and to ensure that the Newark community had enough time to review and comment, the City kept the first public review draft of the Housing Element available for public comment through the 90-day State HCD review period (February 24th - March 27th, 2023). The City posted an updated draft for public review from August 7th - August 17th, 2023).

Thank you to all those who submitted public comments and attended public meetings. Based on community feedback and direction from Councilmembers, staff have prepared a response to comments to illustrate how the revised draft reflects public input received during the 142-day comment period. A total of 11 comments, comment letters, and emails were received during the comment period. No comments were received on the updated draft during or after the 10-day public review period in August 2023. Staff received an additional 5 comments during subsequent Housing Element public review periods.

1. Carla Rodrigez
2. Taran Singh
3. Pamela Roush
4. Andrea Heckman
5. Matt Francois on behalf of Integral Communities
6. Carol Drake
7. Namit Saksena
8. Sarah Klaustermeier, Brookfield Properties
9. Victor Flores, East Bay Resilience Manager, Greenbelt Alliance, David Lewis, Executive Director Save The Bay , Maxwell Davis and the 2500 members of East Bay for Everyone
10. Neelam Noorani
11. Aundi Mevoli, BayKeepers
12. David Song
13. Rishika Rawat
14. Alyssa Lopez

15. Pat Callaway
16. Krisie Knutson

Table D-1: Housing Element Draft Public Comments Received and City Response

Letter Number	Name/ Organization	Date	Comment	City Response
1.	Carina Rodriguez		After reviewing the Draft document, my biggest concerns are: 1) Newark's continuing to infringe on the marshes and wetlands around our city. This is a large environmental issue and I saw very little mention of this in the housing plans. However, the city continues to approve housing developments on these natural lands. This will especially be an issue as climate change continues to wreak havoc on us - I do not want the city to be put in a situation where we have to use tax dollars to help those who ignorantly purchased homes on these wetlands and marshes. Especially when the lands should have never been built on in the first place. 2) I do not want the city of Newark to become a haven for low income housing. While we should open our city to new residents - low income housing invites low income individuals who will not be contributing a significant amount in taxes. Some are indeed hard workers and have been beaten down by the systemic failures of our city, county, state, and country, but some have no interest in doing anything to help themselves and will just suck up the free resources paid for by taxpayers. Yes, we do need low income housing to assist some in our community. However, we should not accept a large percentage of this low income housing and rather have it spread out throughout the county of Alameda and the Bay Area. 3) Lastly, there are many apartments, townhouses,	1. The City of Newark is guided by the Area 3 and 4 Specific Plan, adopted by the City Council in 2009. This specific plan provides land uses, development regulations, engineering and site improvements, landscape guidelines, and natural resource conservation standards. In 2014, the City entered into a Development Agreement with Newark Partners LLC, which guides development within certain areas of Area 3 and 4 and establishes performance expectations and requirements for the developers and the City. Development within the specific plan area has been limited to Area 3 and the residential subdivision known as “Sanctuary Village”. In 2019, the City Council approved a residential subdivision via a Planned Unit Development permit consisting of 469 homes along with a determination that the environmental effects of the project were sufficiently analyzed and were under the scope of the previously adopted 2015 Recirculated Environmental Impact Report. Subsequent to Council’s 2019 actions, the environmental determination was challenged in court. As of 2023, no unresolved legal matters are associated with the project. In 2021, the project sponsor indicated to the city that the project would be reduced in size from 469 units to approximately 430 units. The project sponsor is working with the city

Letter Number	Name/ Organization	Date	Comment	City Response
			and duplexes that are completely run down and look absolutely awful. These can be found on Newark Blvd across the street from Newark Community park and Cherry towards Thornton. This housing looks abysmal and it's sickening that landlords are allowed to rent these apartments at top dollar while they are clearly falling apart and have made no investment in keeping them up to a basic, human level. Before we begin to build more housing, we need to look at this housing and bring them up to a livable standard for those currently living in the city. Let's fix our home city first before we begin building more housing that may eventually look as awful as this housing on Newark Blvd. and Cherry.	regarding site development activities. As Sanctuary West is a fully entitled project with legal matters resolved, the City has identified the project as contributing to the RHNA goal for above-moderate housing for the 6th Cycle. 2. Newark is subject to RHNA, the process that resulted in the assignment of 1,871 units of housing for the 6th Cycle Housing Element. Each Bay Area jurisdiction received their own RHNA allocation. Compared to other Bay Area cities, Newark's RHNA increase from the 5th Cycle (1,048 units) to the 6th Cycle was relatively small at approximately 75%. This is not a requirement to build 1,874 units, but Newark must demonstrate that the city has the correct land use policy, programs, and requirements to accommodate the units over the next eight years. Since 2015, Newark has built thousands of market-rate units, but relatively few affordable units. The City Council recognizes the need for housing that is affordable and available for all members of the community. 3. The City recognizes that some residential buildings in our community have been neglected by their property owners. Although some investment to refurbish units has occurred, more can be done. The Draft Housing Element includes goals, policies, and programs that address this need, starting with the Goal and Policy H-1: Preserve + Improve Existing Housing- “Leverage local funds to supplement county, state and federal funding

Letter Number	Name/ Organization	Date	Comment	City Response
				to support the maintenance, rehabilitation and preservation of existing rental and ownership housing. “
2.	Taran Singh		Area 3 and Area 4 plan of building 469 homes an environmental disaster. The City of Newark cannot solve the housing problem by 500 odd homes on our wetlands. I urge the city to revert the development plan for Area 3 and Area 4 and let them be a safe abode for our flora and fauna. Overall, I think the City needs to get denser in areas close to the 880 corridors and provide connectivity to BART/Transit.	See Response 1, above.
3.	PAMELA ROUSH		Please do not build in Newark Area 4. That is a flood zone and it will only get worse. Please, please reconsider building in Area 4. Thank you.	See Response 1, above.
4.	Andrea Heckman		I'm very concerned about development in the Area 4 shoreline because of it's importance to the ecosystem and protecting our existing development from future flooding. It seems imprudent to build on an area which is expected to need massive alteration and protection from future sea level rise. Makes no sense to develop housing where future disaster is predictable.	See Response 1, above.
5.	Matt Francois		We are submitting these comments on behalf of our client, Integral Communities, the proponent of the Mowry Village project. We write to request certain technical corrections and clarifications to the draft Housing Element. For instance, the reference to 398 built single family units in Area 3, Sub Area B (on page 104) should instead refer to 386 units. Additionally, the reference to the Mowry Village project (on page 105) refers to the site as being within Area 3 when it is located within Area 4; please also correct the	Thank you for your comments and corrections. The references to Area 3/4 and the unit count have been corrected in the October 3 draft. The language about retiring the Specific Plan has been adapted to reflect that the City “may take action to retire the plan in a manner consistent with applicable laws and conforming to previously adopted agreements and approved entitlements.”

Letter Number	Name/ Organization	Date	Comment	City Response
			location of the Mowry Village project in the last paragraph of this section. Finally, also in the last paragraph of this section, please clarify the intent about retiring the Area 3 & 4 Specific Plan after action on the Mowry Village project as it is anticipated that the Specific Plan would continue to be relied on to make consistency determinations for the Mowry Village and other projects.	
6.	Carol Drake		Newark Area 4 is not a good choice for development. Wetlands sequester carbon, store floodwater, and filter nutrients and sediment from water. Already included in the expansion boundaries of the Don Edwards SF Bay National Wildlife Refuge, Area 4 provides an unparalleled opportunity to restore wetlands and other wildlife habitat, while creating a buffer against sea level rise. Newark should focus on infill development instead. It could utilize existing neighborhoods and major development opportunities such as revitalizing NewPark Mall, which could provide 1,519 housing units, and smaller projects already planned in and around Old Town Newark. Building in these developed areas would help place housing near job centers, reducing vehicle miles traveled and road congestion.	See Response 1, above.
7.	Namit	March 21st 2023	I was very happy to see that you mentioned working with Newark Unified School District in the draft Housing Element, Policy H2.4. Other cities in the Bay Area have helped their school districts address the missing housing for teaching staff and I think Newark should also partner with NUSD to do something	Hello Namit, Thank you for your comments. We have updated policy H2.4, with more information from state law to support the redevelopment of land owned by Newark Unified School District. We agree, and the data shows how large of a burnden

Letter Number	Name/ Organization	Date	Comment	City Response
			similar. I loved the creative idea you had shared during our chat at the after party of Mayor Hannon's swearing in ceremony late last year. Comment 2: After housing, the next big expense for low income residents tends to be transportation. While our Pedestrian & Bicycle Master Plan was approved in Feb 2017, we haven't made massive strides in making the overall vision in that plan come true. Bike lanes will not only improve accessibility to local employers: restaurants, gas stations, retail stores, Home Depot, Amazon etc. but also upcoming city centers such as NewPark Place and might even spark Old Town into life. The other thing is, bike lanes will benefit residents of all income levels. I saw that the number 1 response to Q.9 of the Public Engagement and Input Survey with 33% respondents was public infrastructure including bicycle lanes. Therefore it would be great if the Housing Element had a specific call out to pedestrian and bicycle infrastructure vs. the single specific mention on Pg. 128. I think exploring ways to align the relevant parts of the Housing Element more closely with the Bicycle Element will help us capture this once in a decade opportunity to shape the future of housing in Newark by the handle bars!	transportation can be financially for residents. We also heard the desire for more pedestrian friendly streets and bike lanes in the city for more transportation options. The Public Works department has plans to start implementing portions of the bicycle master plan, and we are happy to see that the majority of sites are along bus routes as well. The community development department looks forward to working with the public works department to coordinate these two critical efforts.
8.	Sarah Klaustermeier	March 24th 2023	I reviewed the draft Housing Element and had one comment specific to Phase A. The breakdown of income levels in Table C-1 is different than what is	Thank you for your comments. The 6th Cycle unit yield and affordability distribution has

Letter Number	Name/ Organization	Date	Comment	City Response
			approved in our Affordable Housing Agreement. [see screenshots below]	been updated in the appropriate tables to reflect the City Council's Resolution 10,184.
9.	Victor Flores, East Bay Resilience Manager, Greenbelt Alliance David Lewis, Executive Director Save The Bay Maxwell Davis and the 2500 members of East Bay for Everyone	March 27th 2023	The undersigned organizations and individuals are excited to participate in Newark's Housing Element process. We write to offer feedback on Newark's Draft Housing element for the sixth cycle. This update is an opportunity for Newark to make sure that high resource and racially segregated neighborhoods take on their fair share of the City's housing needs, particularly for lower income residents who are disproportionately people of color. As your housing element notes, the majority of Newark residents are in housing that is either unaffordable or does not meet their needs. In particular, the Latine community experiences high levels of overcrowding and above average spending on housing. The City must ensure that all, regardless of race or income, can enjoy safe, stable, and accessible homes located either near jobs or transit (bus as well as BART) and on sites that are clean and suitable for development. We are glad to see many great policies and sites that promote infill and active transportation. We also appreciate Newark going above the buffer recommendations for realistic zoning capacity. Among the sites we're excited about is the Newpark project which will build medium density units on parking lots. This project is a perfect example of infill with access to AC Transit lines to BART. We also want to commend the city for Policy H6.7:	Hello Victor, David, and Maxwell, We appreciate your thoughtful comments on the Housing Element draft. In response to community discussion through engagement we have worked to make significant edits to many programs to better support the uptake of housing that is affordable to all segments of the population, and in proximity to public transportation and active transportation infrastructure investments. In response to climate and sea level rise, the Newark Safety Element is in process and will further address many of those questions and comments. Program H3.5 Parking standards has been strengthened, removing and reducing parking requirements for multiple housing types. We welcome your continued advocacy in this area. Numerous programs to increase housing access, opportunity and affordability have been added or strengthened. Program H2.1, SB9, H2.2, for ADU production, and H2.3 is looking at how a community guided plan for the 4 corners area can generate more housing close to parks, schools and a potential rail station. Program H2.6 looks to utilize state law to develop affordable housing for staff and employees, and H2.8 for Missing Middle Housing has been updated, and a new program,

Letter Number	Name/ Organization	Date	Comment	City Response
			Residential Development in the FloodPlain. We continue our opposition to the Sanctuary West project. We are glad that the city recognizes that such developments are not in the interest of Newark residents nor the prudent fiduciary responsibility of the council and staff. In an era where our communities are facing the consequences of climate change and sea level rise, each community should be actively assessing how it will ensure future developments and infrastructure will be resilient to flood risk without adversely impacting existing residents and the environment. Building in Area 4 baylands would both greatly increase flood risk across the city, and also squander the opportunity to utilize these lands as a valuable flood buffer to protect the community from flooding and sea level rise, while also providing improved natural wildlife habitat and increased outdoor access opportunities for residents. Additionally, since there is broad community opposition from both environmental and pro-housing organizations in the area, building here has a high chance of community pushback which could delay the project to outside the planning period. We strongly recommend updating your Climate Action Plan which is now 13 years old in order to implement mitigation measures for water level rise (both sea level rise and groundwater rise) and to reduce greenhouse gas (GHG) emissions. We also recommend adding a policy to restore wetlands in order to maximize carbon sequestration and protection from sea level rise.	H2.10 will increase the zoning districts where single resident occupancy housing is permitted in Newark.

Letter Number	Name/ Organization	Date	Comment	City Response
			Program H3.5: Parking standards study can be strengthened to commit to reducing parking minimums. A study from UC Berkeley's Terner Center found, "the presence of structured parking added nearly $36,000 per unit." The Draft Housing Element notes that Newark has higher parking minimums than neighboring jurisdictions. Parking, especially covered parking, significantly increases the cost of housing developments and uses space for cars rather than for people. In order to combat climate change we know that we must reduce our reliance on cars and fossil fuels. By prioritizing land for people rather than cars we can address the housing crisis and GHG reduction goals. Due to this higher level of parking and its cost, we strongly urge you to commit to reducing the amount of required parking to no more than 0.5 spaces per residential unit, and zero in transit-adjacent areas. Program H2.1: Encourage new middle-density housing with SB 9 and SB 10. While this is a laudable direction for the city to go to encourage housing abundance throughout the city, it could be strengthened with a few more objective outcomes for the program. (1) The SB 9 ordinance should not reduce the buildable envelope below what an underlying single-family zone allows. (2) Missing middle zoning should allow at least 4 units on at least 80% of single-family lots—not merely legal as density, but practical in terms of development standards. See the Portland Residential Infill Program for a possible direction where buildable envelope is increased the	

Letter Number	Name/ Organization	Date	Comment	City Response
			more units are planned on the lot. (3) No areas should be exempted from missing middle except based on floodplain, fire risk, or other major public health / ecological risks. (4) Required parking should continue to be no more than 0.5 spaces /unit, or zero near any bus line, as the major space requirements of off-street parking reliably kills missing middle. As we've mentioned, we oppose site number 2: Sanctuary West because of its location on baylands that are expected to see a nearly two feet rise of water levels in less than 50 years. We continue to urge you to remove this from your site list. To support our vision for Newark, Greenbelt Alliance and other partnering organizations have crafted a go-to guide for accelerating equitable adaptation to the climate crisis; The Resilience Playbook. The Playbook brings together curated strategies, recommendations, and tools to support local decision makers and community leaders wherever they are in their journey. We look forward to continuing to engage with Newark and the community on how this vital work can move forward in the new year.	
10.	Neelam Noorani	March 26th 2023	Steven Turner, Dear Mayor Hannon, Vice Mayor Collazo and Newark City Councilmembers, Thank you for putting together a robust Housing Element draft. This is a once in a decade moment for Newark to make pivotal progress on climate change and fair housing by developing a	See Response 1, above.

Letter Number	Name/ Organization	Date	Comment	City Response
			comprehensive housing strategy that builds housing in existing neighborhoods,while ensuring the long-term climate resilience of the city by protecting protecting valuable open space along the shoreline as wildlife habitat while providing community resilience as a flood buffer from sea level rise. I am writing to you today to implore you to remove Newark Area 4 (“Sanctuary West”) from your housing site inventory. This is not a good place to build housing and should not be how Newark meets a significant portion of its housing requirement. Newark Area 4 is almost entirely within a flood zone, and the site is anticipated to be almost completely inundated with just 1 meter of sea level rise. Additionally, new studies show that development of Area 4 could cause flooding for other shoreline communities in the Bay Area. Developing this site will increase flood risk to current and future residents and cause catastrophic financial issues to the city in the future. As evidenced by recent rains, Newark is already experiencing flooding and if Area 4 is developed, flooding will only increase. Newark has the capacity within the existing urban areas to meet its RHNA goals without putting future and current residents at risk. Further, the wetlands and wetland restoration potential of Newark Area 4 should be embraced for the numerous important benefits they provide. Wetlands not only protect the city from	

Letter Number	Name/ Organization	Date	Comment	City Response
			flooding and provide wildlife habitat, they also clean our Bay waters, and have been demonstrated to be one of the most powerful tools in nature for fighting climate change, by sequestering carbon even more efficiently than our forests. We desperately need to protect and restore all the San Francisco Bay wetlands we can, and Newark has an incredible opportunity to support this regional goal. We strongly urge Newark to become a climate-forward city by focusing on infill growth in existing neighborhoods - rather than putting housing in an undeveloped shoreline flood zone that should be permanently protected as a wildlife habitat and as a valuable buffer to protect the community from flooding and sea level rise.	
11.	Aundi Mevoli, BayKeepers	March 27th 2023	I write on behalf of San Francisco Baykeeper ("Baykeeper") in opposition to the City of Newark's inclusion of the Sanctuary West Project (also commonly known as "Area 4") in its Draft Housing Element. Baykeeper submits these comments on behalf of approximately 5,000 members and supporters who live and recreate in and around the San Francisco Bay Area. Together, our mission is to defend San Francisco Bay from the biggest threats and hold polluters and government agencies accountable to create healthy communities and help wildlife thrive. Our team of scientists and lawyers investigate pollution via aerial and water	See Response 1, above.

Letter Number	Name/ Organization	Date	Comment	City Response
			patrols, strengthen regulations through science and policy advocacy, and enforce environmental laws on behalf of the public. It is discouraging to see the city continuing to recommend and approve housing at Area 4. Instead of allowing this area to be used as a natural barrier to mitigate sea level rise (SLR) and groundwater inundation as climate impacts increase, moving forward with development will expose more than a thousand new residents to SLR and put hundreds of millions of dollars of property at risk. With only about ten percent of the original wetlands remaining around San Francisco Bay, keeping these natural bufferlands is essential to having a resilient community and allowing shorelines to adapt in the midst of climate change. In addition, importing fill and paving over Area 4 would destroy restorable diked Baylands and harm wildlife habitats for over a dozen special-status species. This includes the endangered Salt Marsh Harvest Mouse, endemic to only San Francisco Bay's marshes which are increasingly threatened with the prospect of development. Furthermore, fragmenting and degrading the existing wetlands in Area 4 will also threaten pup rookeries for harbor seals. The scientific community has recommended Area 4 as a high priority for protection and restoration of	

Letter Number	Name/ Organization	Date	Comment	City Response
			wetlands and upland habitat in order to support San Francisco Bay wildlife species and help them adjust to rising sea levels. Congress has already authorized lands such as Area 4 to be added to the Don Edwards SF Bay National Wildlife Refuge. We urge you to follow the guidance of the region's scientific community and prioritize protecting and restoring this land rather than development in Area 4 as planned in your current Draft Housing Element. During the January 2023 King Tides, drone footage revealed just how much surface water already occupies the site. These images give a glimpse of what this site will look like under one foot of SLR. Seeing as this site is projected to have two feet of SLR by 2050, it is obvious why this is not a good site to build housing or degrade more wetland habitat. Lastly, sustainable development comes at the intersection of economic, social and environmental capitols. Area 4 development only looks at the economic benefit to build. However, if natural capitol was also part of the equation, one would see how many benefits this land offers: greenhouse gas sequestration, nature based multi-benefit adaptation solutions to SLR, open space for community members to enjoy, and biodiversity to ensure a healthy Bay. Staff, we implore you to remove the Sanctuary West Project from suitable housing in the 6th cycle of	

Letter Number	Name/ Organization	Date	Comment	City Response
			Newark's Housing Element. Follow the advice of the experts and protect these wetlands to, in turn, protect your community against climate change impacts. Thank you for the opportunity to comment on this Draft Housing Element. Please reach out to Aundi Mevoli at aundi@baykeeper.org with any questions.	
12.	David Song	October 13, 2023	I received a letter from city of Newark, regarding a piece of land that I own. 37079 Ash street, APN: 92-127-31. The letter stated that my property has been identified as a site that could be developed with residential units, and well suited for development. I have previously tried to discuss the development of this site with the planning department multipe times, with no success. With this new initiative from the city, what kind of incentive does the city provide to owners to develop this site? Higher density? Lower permit fees? Faster approval? Less red tape? After reading through the Housing Element report, I still could not figure out how does that report relate to my property and its potential for development. It would be nice for the city planner to sit down with me and explain what kind of incentives the city provides to the development of my site.	The city appreciates the commenter's interest in developing the site identified in the comment. City staff will contact the commenter to initiate the discussion. The development of the parcel could benefit through the implementation of the following programs: -PROGRAM H2.8: Zoning for Missing Middle Housing Types. -PROGRAM H2.11: Catalyze the development of small sites through a lot consolidation incentive program -PROGRAM H2.12: Ensure maximum residential densities are achievable -PROGRAM H3.1: Streamline Ministerial Approval Permit Procedures -PROGRAM H3.2: Develop objective design standards for single family and multi family developments and infill housing.

Letter Number	Name/ Organization	Date	Comment	City Response
			I am more than happy to work with the city to develop this site and provide more housing opportunities to medium and low income families. Best David	
13.	Rishika Rawat	October 25, 2023	I was wondering where I could find a pdf of the Newark Safety Element.	Staff followed up with a PDF of the Newark Safety Element
14.	Alyssa Lopez	October 25, 2023	Hi, I was wondering if there is any action being taken to invest in some programs such as a first-time buyers programs for Newark Residents, or a low-income based programs. If so, I'd like to get more information or be interested in investing some input Thank you!	The 2023-2031 Housing Element, Section 3 (Affirmatively Furthering Fair Housing (AFFH)), contains a detailed analysis of the factors contributing to housing equity, segregation, access to housing opportunities, and the need for housing throughout the Newark community. Table 3-16 provides a summary of contributing factors and actions regarding housing issues in Newark. For example, the AFFH study identified the lack of available rental housing for lower-income households as a contributing factor for households experiencing or are at-risk of homelessness. The Housing Element contains programs that, when implemented, would begin to address the identified factors, including: -PROGRAM H4.1: Develop Anti-Displacement Programs for the Old-Town Newark Specific Plan Area. -PROGRAM H4.3: Develop a Just Cause

Letter Number	Name/ Organization	Date	Comment	City Response
				Eviction Ordinance -PROGRAM H4.8: Connect Residents with Foreclosure assistance. -PROGRAM H5.1: First-Time Homebuyer Assistance -PROGRAM H5.2: Affordable Housing Development Programs -PROGRAM H5.3: Public Lands for dedicated affordable housing. -PROGRAM H5.4: Affordable Housing Overlay Zone
15.	Pat Callaway		There has been opposition to Area 4 development and I am confused by your responses. Has Area 4 been scrapped or not?	The Sanctuary West Project was approved by the Newark City Council in November 2019. A Development Agreement that sets the terms, conditions, and requirements for the developer and the city was previously approved in 2015. The Development Agreement is still in place, and the developer intends to proceed with residential development at some point in the future. Sanctuary West is not identified as a site needed to achieve the city's Regional Housing Needs Allocation (RHNA) goal of 1,874 units within the 2023-2031 period. However, per the Development Agreement, the developer may still proceed with the project. Newark contains many sites that are zoned for residential uses and could be developed as housing but have not been identified in the 2023-2031 Housing Element's sites inventory. Should Sanctuary West or any other site zoned for residential use be developed with housing units, the city would count these units as progress toward meeting our RHNA goal.

Letter Number	Name/ Organization	Date	Comment	City Response
16.	Krisie Knutson		Those house are ugly , can't you make some pretty houses	Noted.

COMMENT LETTERS

Comment 1	Carina Rodriguez	After reviewing the Draft document, my biggest concerns are: 1) Newark's continuing to infringe on the marshes and wetlands around our city. This is a large environmental issue and I saw very little mention of this in the housing plans. However, the city continues to approve housing developments on these natural lands. This will especially be an issue as climate change continues to wreak havoc on us - I do not want the city to be put in a situation where we have to use tax dollars to help those who ignorantly purchased homes on these wetlands and marshes. Especially when the lands should have never been built on in the first place. 2) I do not want the city of Newark to become a haven for low income housing. While we should open our city to new residents - low income housing invites low income individuals who will not be contributing a significant amount in taxes. Some are indeed hard workers and have been beaten down by the systemic failures of our city, county, state, and country, but some have no interest in doing anything to help themselves and will just suck up the free resources paid for by taxpayers. Yes, we do need low income housing to assist some in our community. However, we should not accept a large percentage of this low income housing and rather have it spread out throughout the county of Alameda and the Bay Area. 3) Lastly, there are many apartments, townhouses, and duplexes that are completely run down and look absolutely awful. These can be found on Newark Blvd across the street from Newark Community park and Cherry towards Thornton. This housing looks abysmal and it's sickening that landlords are allowed to rent these apartments at top dollar while they are clearly falling apart and have made no investment in keeping them up to a basic, human level. Before we begin to build more housing, we need to look at this housing and bring them up to a livable standard for those currently living in the city. Let's fix our home city first before we begin building more housing that may eventually look as awful as this housing on Newark Blvd. and Cherry.
2	Taran Singh	Area 3 and Area 4 plan of building 469 homes an environmental disaster. The City of Newark cannot solve the housing problem by 500 odd homes on our wetlands. I urge the city to revert the development plan for Area 3 and Area 4 and let them be a safe abode for our flora and fauna. Overall, I think the City needs to get denser in areas close to the 880 corridors and provide connectivity to BART/Transit.
3	PAMELA ROUSH	Please do not build in Newark Area 4. That is a flood zone and it will only get worse. Please, please reconsider building in Area 4. Thank you.
4	Andrea Heckman	I'm very concerned about development in the Area 4 shoreline because of it's importance to the ecosystem and protecting our existing development from future flooding. It seems imprudent to build on an area which is expected to need massive alteration and protection from future sea level rise. Makes no sense to develop housing where future disaster is predictable.

5	Matt Francois	We are submitting these comments on behalf of our client, Integral Communities, the proponent of the Mowry Village project. We write to request certain technical corrections and clarifications to the draft Housing Element. For instance, the reference to 398 built single family units in Area 3, Sub Area B (on page 104) should instead refer to 386 units. Additionally, the reference to the Mowry Village project (on page 105) refers to the site as being within Area 3 when it is located within Area 4; please also correct the location of the Mowry Village project in the last paragraph of this section. Finally, also in the last paragraph of this section, please clarify the intent about retiring the Area 3 & 4 Specific Plan after action on the Mowry Village project as it is anticipated that the Specific Plan would continue to be relied on to make consistency determinations for the Mowry Village and other projects.
6	Carol Drake	Newark Area 4 is not a good choice for development. Wetlands sequester carbon, store floodwater, and filter nutrients and sediment from water. Already included in the expansion boundaries of the Don Edwards SF Bay National Wildlife Refuge, Area 4 provides an unparalleled opportunity to restore wetlands and other wildlife habitat, while creating a buffer against sea level rise. Newark should focus on infill development instead. It could utilize existing neighborhoods and major development opportunities such as revitalizing NewPark Mall, which could provide 1,519 housing units, and smaller projects already planned in and around Old Town Newark. Building in these developed areas would help place housing near job centers, reducing vehicle miles traveled and road congestion.

Comment 7:

From: Nabe Newark <nabenewark@...>
Sent: Tuesday, March 21, 2023 5:23 PM
To: Steven Turner
Cc: Art Interiano; Carmelisa Lopez; Joseph Balatbat; David Benoun; Lenka Hovorka
Subject: Re: City of Newark Virtual Community Meeting - Draft Housing Element March 22 at 7:00 PM

Hi Mr. Turner, thank you for including me in the distribution.

I am unsure if I will be able to join the meeting tomorrow, therefore please find 2 comments from me a fter reading this fantastic work by the city staff:

I was very happy to see that you mentioned working with Newark Unified School District in the draft H ousing Element, Policy H2.4
I want to share some recent news articles which should help support this idea within Newark.

Affordable teacher housing development in Los Gatos 'move-in ready' (mercurynews.com)

Report: Silicon Valley housing crisis linked to declining school enrollment (sanjosespotlight.com)

News – Support Teacher Housing

Affordable teacher housing to be built in Palo Alto – The Talon (lahstalon.org)

Other cities in the Bay Area have helped their school districts address the missing housing for teaching st aff and I think Newark should also partner with NUSD to do something similar. I loved the creative idea y ou had shared during our chat at the after party of Mayor Hannon's swearing in ceremony late last year.

After housing, the next big expense for low income residents tends to be transportation.
While our Pedestrian & Bicycle Master Plan was approved in Feb 2017, we haven't made massive strid es in making the overall vision in that plan come true.
Bike lanes will not only improve accessibility to local employers: restaurants, gas stations, retail stores, Home Depot, Amazon etc. but also upcoming city centers such as NewPark Place and might even spar k Old Town into life. The other thing is, bike lanes will benefit residents of all income levels.

I saw that the number 1 response to Q.9 of the Public Engagement and Input Survey with 33% respon dents was public infrastructure including bicycle lanes.
Therefore it would be great if the Housing Element had a specific call out to pedestrian and bicycle infra structure vs. the single specific mention on Pg. 128.

I think exploring ways to align the relevant parts of the Housing Element more closely with the Bicycle E lement will help us capture this once in a decade opportunity to shape the future of housing in Newark by the handle bars!

Regards,
Namit

P.S. From the Needs Analysis of the Bicycle Master Plan, Pg.29:
"Newark has a great deal of potential for growing its bicycle network and safely and comfortably attra cting new bicycle trips with its temperate climate, flat terrain, growing on-street facilities, system of lo w volume streets ideal for casual cyclists, and access to trails and recreation areas.
However, bicycling today can be difficult in Newark despite the growing interest and number of bicyclists . Heavy traffic, high traffic stress bikeways, and a lack of continuous bicycle facilities on Newark's major arterials, particularly on north & south routes, remain significant challenges for attracting new riders."

On Thu, Mar 16, 2023 at 4:49 PM Steven Turner <Stevent@newark.org> wrote:

Dear City Council, Planning Commission, and Community Development Advisory Committee-

Community Development staff and our consultants are hosting a virtual community meeting about the 2023-2031 Draft Housing Element on Wednesday, March 22, 2023, from 7:00-8:30 PM. You are certainl y welcome to attend and participate.

We ask participants to register for the meeting with this link: Meeting registration. After registering, y ou will receive a confirmation email about joining the meeting.

Comment 8:

From: Klaustermeier, Sarah <Sarah.Klaustermeier@brookfieldpropertiesdevelopment.com> **Sent:** Friday, March 24, 2023 7:46 PM
To: Steven Turner
Cc: Klaustermeier, Sarah
Subject: RE: Newark's Draft Housing Element - NewPark Place Specific Plan Residential Units

Steven,

I reviewed the draft Housing Element and had one comment specific to Phase A. The breakdown of income levels in Table C-1 is different than what is approved in our Affordable Housing Agreement. Please see screenshots below:

Table C-1: City of Newark Detailed Sites Inventory

Site #	Name	Income Level				Total Units
		Very Low	Low	Moderate	Above Moderate	
Planned and Proposed Projects						
1	Bridgeway / Gateway	0	0	0	589	**589**
2	Sanctuary West	0	0	0	469	**469**
3	NewPark Mall - Phase A	15	14	0	290	**319**

Affordable Housing Agreement:

2.1 Occupancy Requirements.

For the Term of the Agreement, no fewer than twenty-nine (29) of the dwelling u the Project shall be occupied (or if vacant, available for occupancy) by Moderate Low-Income and Very Low-Income Households. The size and mix of the Restri Units shall be as follows:

	Studio	1-Bedroom	2-Bedroom	**Total**
Very-Low Income Household	1	2	1	**4**
Low-Income Household	2	5	2	**9**
Moderate-Income Household	4	8	4	**16**
Total	**7**	**15**	**7**	**29**

Sarah Klaustermeier
Sr. Director, Development| Commercial Development

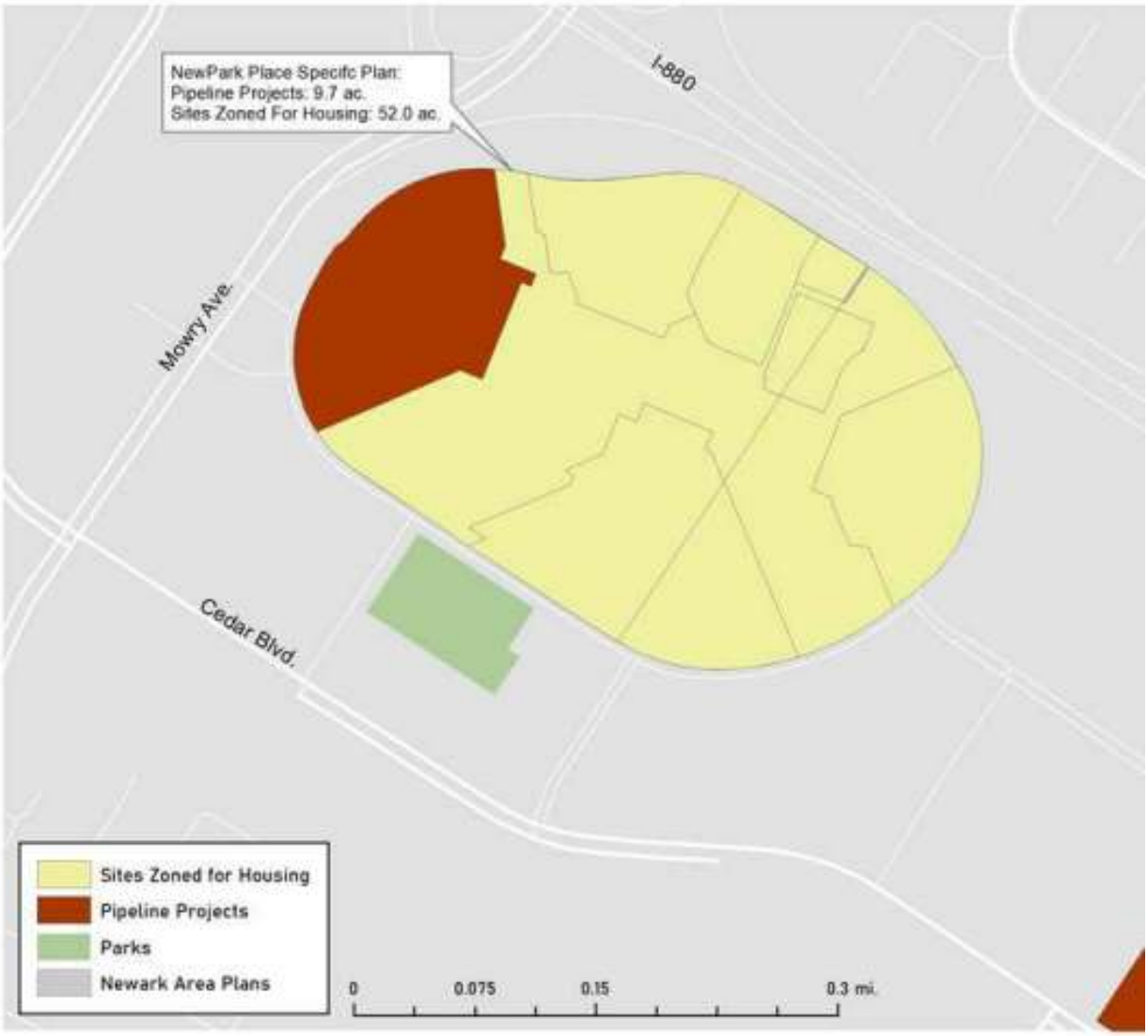
From: Steven Turner <Stevent@newark.org>
Sent: Friday, March 17, 2023 1:21 PM
To: Klaustermeier, Sarah <Sarah.Klaustermeier@...>
Subject: Newark's Draft Housing Element - NewPark Place Specific Plan Residential Units

CAUTION: EXTERNAL MAIL! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe! If unsure use the Report Phishing Button located in the ribbon.

Hi Sarah- I want to let you know that the city has prepared our Draft 2023-2031 Housing Element for p ublic review. We have a dedicated website where the documents can be reviewed, including an executi ve summary and the complete draft document: www.newarkhousingupdate.org

The Draft Housing Element identifies sites through the city that has the appropriate land use and zoning that would allow residential development over the next eight years. This includes sites within our specifi c plan areas, including the sites that allow residential as permitted uses in the NewPark Place Specific Pl an. The entitled Phase A site is identified as a pipeline project site and the other sites anticipated for ho using that surrounds the mall are also identified. Here is a map that illustrates these housing sites (the p

arcel lines likely don't reflect the approved vesting tentative map, but we can update this map). The nu mber of units identified for this area totals 1,519 units, consistent with the specific plan.



Development of 1,519 units is not specifically required during the 2023-2031 period, but the appropri ate land use and requirements are in place to accommodate that development if requested. Newark was able to identify enough sites at the right densities throughout the city to exceed our Regio nal Housing Needs Allocation. We have also projected the number of units that could be developed at various income levels for the sites. See Table C-1 for more information.

The initial public review period runs through March 27. We will then send it to the State of Californ ia Housing and Community Development Department for their review, comments, and edits in earl y April. We expect to revise the housing element in June/July to incorporate all the necessary edits before public hearings are scheduled with the Planning Commission and City Council later in the su mmer.

Paul Peninger and his team are the city's primary consultants who prepare the draft. Paul and I w ould be happy to discuss the housing element with you and answer questions.

Thanks, Sarah,

--Steven

Comment 9

March 27, 2023

RE: Housing Element Policy Recommendations for Climate Resilience & Fair

Housing Dear Mayor Hannon, City Council, and Planning Staff,

The undersigned organizations and individuals are excited to participate in Newark's Housing Element process. We write to offer feedback on Newark's Draft Housing element for the sixth cycle.

This update is an opportunity for Newark to make sure that high resource and racially segregated neighborhoods take on their fair share of the City's housing needs, particularly for lower income residents who are disproportionately people of color. As your housing element notes, the majority of Newark residents are in housing that is either unaffordable or does not meet their needs. In particular, the Latine community experiences high levels of overcrowding and above average spending on housing. The City must ensure that all, regardless of race or income, can enjoy safe, stable, and accessible homes located either near jobs or transit (bus as well as BART) and on sites that are clean and suitable for development.

We are glad to see many great policies and sites that promote infill and active transportation. We also appreciate Newark going above the buffer recommendations for realistic zoning capacity. Among the sites we're excited about is the Newpark project which will build medium density units on parking lots. This project is a perfect example of infill with access to AC Transit lines to BART.

We also want to commend the city for Policy H6.7: Residential Development in the FloodPlain. We continue our opposition to the Sanctuary West project. We are glad that the city recognizes that such developments are not in the interest of Newark residents nor the prudent fiduciary responsibility of the council and staff. In an era where our communities are facing the consequences of climate change and sea level rise, each community should be actively assessing how it will ensure future developments and infrastructure will be resilient to flood risk without adversely impacting existing residents and the environment. Building in Area 4 baylands

would both greatly increase flood risk across the city, and also squander the opportunity to utilize these lands as a valuable flood buffer to protect the community from flooding and sea level rise, while also providing improved natural wildlife habitat and increased outdoor access opportunities for residents. Additionally, since there is broad community opposition from both environmental and pro-housing organizations in the area, building here has a high chance of community pushback which could delay the project to outside the planning period.

We strongly recommend updating your Climate Action Plan which is now 13 years old in order to implement mitigation measures for water level rise (both sea level rise and groundwater rise) and to reduce greenhouse gas (GHG) emissions. We also recommend adding a policy to restore wetlands in order to maximize carbon sequestration and protection from sea level rise.

Program H3.5: Parking standards study can be strengthened to commit to reducing parking minimums. A study from UC Berkeley's Terner Center found, "the presence of structured parking added nearly $36,000 per unit." The Draft Housing Element notes that Newark has higher parking[1] minimums than neighboring jurisdictions. Parking, especially covered parking, significantly increases the cost of housing developments and uses space for cars rather than for people. In order to combat climate change we know that we must reduce our reliance on cars and fossil fuels. By prioritizing land for people rather than cars we can address the housing crisis and GHG reduction goals. Due to this higher level of parking and its cost, we strongly urge you to commit to reducing the amount of required parking to no more than 0.5 spaces per residential unit, and zero in transit-adjacent areas.

Program H2.1: Encourage new middle-density housing with SB 9 and SB 10. While this is a laudable direction for the city to go to encourage housing abundance throughout the city, it could be strengthened with a few more objective outcomes for the program. (1) The SB 9 ordinance should not reduce the buildable envelope below what an underlying single-family zone allows. (2) Missing middle zoning should allow at least 4 units on at least 80% of single-family lots—not merely legal as density, but practical in terms of development standards. See the Portland Residential Infill Program for a possible direction where buildable envelope is increased the more units are planned on the lot. (3) No areas should be exempted from missing middle except based on floodplain, fire risk, or other major public health / ecological risks. (4) Required parking should continue to be no more than 0.5 spaces /unit, or zero near any bus line, as the major space requirements of off-street parking reliably kills missing middle.

As we've mentioned, we oppose site number 2: Sanctuary West because of its location on baylands that are expected to see a nearly two feet rise of water levels in less than 50 years. We continue to urge you to remove this from your site list.

To support our vision for Newark, Greenbelt Alliance and other partnering organizations have crafted a go-to guide for accelerating equitable adaptation to the climate crisis; **The Resilience Playbook**. The Playbook brings together curated strategies, recommendations, and tools to support local decision makers and community leaders wherever they are in their journey.

We look forward to continuing to engage with Newark and the community on how this vital work can move forward in the new year.

Sincerely,

Victor Flores, East Bay Resilience Manager,
Greenbelt Alliance

David Lewis, Executive Director
Save The Bay

Maxwell Davis and the 2500 members of East
Bay for Everyone

[1] https://ternercenter.berkeley.edu/research-and-policy/ab-1401-residential-parking-requirements/

Comment 10

The City of Newark received the following comment as a form letter from 72 individuals. A full list of the individuals follows the letter.

To: Steven Turner

Subject: Remove Sanctuary West from the Newark Housing Element

Steven Turner,
Dear Mayor Hannon, Vice Mayor Collazo and Newark City Councilmembers, Thank you for putting together a robust Housing Element draft. This is a once in a decade moment for Newark to make pivotal progress on climate change and fair housing by developing a comprehensive housing strategy that builds housing in existing neighborhoods, while ensuring the long-term climate resilience of the city by protecting protecting valuable open space along the shoreline as wildlife habitat while providing community resilience as a flood buffer from sea level rise.

I am writing to you today to implore you to remove Newark Area 4 ("Sanctuary West") from your housing site inventory. This is not a good place to build housing and should not be how Newark meets a significant portion of its housing requirement. Newark Area 4 is almost entirely within a flood zone, and the site is anticipated to be almost completely inundated with just 1 meter of sea level rise. Additionally, new studies show that development of Area 4 could cause flooding for other shoreline communities in the Bay Area. Developing this site will increase flood risk to current and future residents and cause catastrophic financial issues to the city in the future.

As evidenced by recent rains, Newark is already experiencing flooding and if Area 4 is developed, flooding will only increase. Newark has the capacity within the existing urban areas to meet its RHNA goals without putting future and current residents at risk.

Further, the wetlands and wetland restoration potential of Newark Area 4 should be embraced for the numerous important benefits they provide. Wetlands not only protect the city from flooding and provide wildlife habitat, they also clean our Bay waters, and have been demonstrated to be one of the most powerful tools in nature for fighting climate change, by sequestering carbon even more efficiently than our forests. We desperately need to protect and restore all the San Francisco Bay wetlands we can, and Newark has an incredible opportunity to support this regional goal.

We strongly urge Newark to become a climate-forward city by focusing on infill growth in existing neighborhoods - rather than putting housing in an undeveloped shoreline flood zone that should be permanently protected as a wildlife habitat and as a valuable buffer to protect the community from flooding and sea level rise.

Thank you,
[Name]

List of Individuals who sent the comment form letter:

- Neelam Noorani
- Jonathan Coreas-Diaz
- Jean Mccauley
- Marissa Hernandez
- Ashi Kodi Kodi
- Susana Real
- Marilyn Painter
- Jesus Jimenez
- Agustina Maradona
- Dakota Sierras
- Alyssa Lopez
- K. Encarnacion
- Analeez Iniguez
- Lauren Arreguin
- Tia Triplett
- Kassandra Vega
- David Strand
- Monika Strand
- Timmy Thach
- Katelyn Costa
- Jasmine Sandhu
- John Oda
- Ben Keller
- Cyril Bouteille
- Andrea Resendiz
- Victoria Ornelas
- Nael Mohammad
- Oscar Pena
- Lauren Farias
- Kaitlyn Fregoso
- Belle Farias
- Kamilah Arteaga
- Eden Kidd
- Jaime Arredondo
- Anthony Medina
- Vaidehi Sharma
- Lyndie Chiou
- Wendy Chou
- Justin Burks
- Vanessa Nunez
- David Alexander
- Malalai Mayar
- Diane Petersen
- Maia Rodriguez
- Raul Maldonado
- Remi Tan
- Kermit Cuff
- Sarah Bell
- Cassandra Jauregui
- Christopher Sulots
- Jaycee Moriguchi
- Kurt Harvey
- Christina Johnson
- Timothy Lee
- Nazim Haffaf
- Arianna G.
- Michael Brazil
- Allysia Irwin
- Janice MacKenzie
- Amanda C.
- Shawn Bean
- Amanda Cordoba
- Teresa Pinto
- Marina Montes
- George Flint
- Katherine Roberts
- Thalia Lubin
- AJ Cho
- A.F. Shayne
- Joan Starr
- Maxwell Davis
- Shaina Chemparathypatagonia

Comment 11

March 27, 2023

Transmitted Via Electronic Mail via the City Clerk

Steven Turner, Community Development Director

37101 Newark Blvd.

Newark, CA 94560

Email: city.clerk@newark.org

RE: Public comments by San Francisco Baykeeper on Newark's Draft Housing Element.

Dear Mr. Turner,

I write on behalf of San Francisco Baykeeper ("Baykeeper") in opposition to the City of Newark's inclusion of the Sanctuary West Project (also commonly known as "Area 4") in its Draft Housing Element. Baykeeper submits these comments on behalf of approximately 5,000 members and supporters who live and recreate in and around the San Francisco Bay Area. Together, our mission is to defend San Francisco Bay from the biggest threats and hold polluters and government agencies accountable to create healthy communities and help wildlife thrive. Our team of scientists and lawyers investigate pollution via aerial and water patrols, strengthen regulations through science and policy advocacy, and enforce environmental laws on behalf of the public.

It is discouraging to see the city continuing to recommend and approve housing at Area 4. Instead of allowing this area to be used as a natural barrier to mitigate sea level rise (SLR) and groundwater inundation as climate impacts increase, moving forward with development will expose more than a thousand new residents to SLR and put hundreds of millions of dollars of property at risk. With only about ten percent of the original wetlands remaining around San Francisco Bay, keeping these natural bufferlands is essential to having a resilient community and allowing shorelines to adapt in the midst of climate change.

In addition, importing fill and paving over Area 4 would destroy restorable diked Baylands and harm wildlife habitats for over a dozen special-status species. This includes the endangered Salt Marsh Harvest Mouse, endemic to only San Francisco Bay's marshes which are increasingly threatened with the prospect of development. Furthermore, fragmenting and degrading the existing wetlands in Area 4 will also threaten pup rookeries for harbor seals.

The scientific community has recommended Area 4 as a high priority for protection and restoration of wetlands and upland habitat in order to support San Francisco Bay wildlife species and help them adjust to rising sea levels. Congress has already authorized lands such as Area 4 to be added to the Don Edwards SF Bay National Wildlife Refuge. We urge you to follow the guidance of the region's scientific community and prioritize protecting and restoring this land rather than development in Area 4 as planned in your current Draft Housing Element.

During the January 2023 King Tides, drone footage revealed just how much surface water already occupies the site. These images give a glimpse of what this site will look like under one foot of SLR. Seeing as this site is projected to have two feet of SLR by 2050, it is obvious why this

is not a good site to build housing or degrade more wetland habitat.

Jan. 22, 2023, King Tides at Area 4 *Photo credit: Carin High*

Lastly, sustainable development comes at the intersection of economic, social and environmental capitols. Area 4 development only looks at the economic benefit to build. However, if natural capitol was also part of the equation, one would see how many benefits this land offers: greenhouse gas sequestration, nature based multi-benefit adaptation solutions to SLR, open space for community members to enjoy, and biodiversity to ensure a healthy Bay.

Staff, we implore you to remove the Sanctuary West Project from suitable housing in the 6th cycle of Newark's Housing Element. Follow the advice of the experts and protect these wetlands to, in turn, protect your community against climate change impacts.

Thank you for the opportunity to comment on this Draft Housing Element. Please reach out to Aundi Mevoli at aundi@... with any questions.

Sincerely,

Aundi Mevoli

Field Investigator and Policy Advocate San Francisco Baykeeper

ADDITIONAL COMMENTS RECEIVED DURING HCD REVIEW PERIODS

Comment 12	David Song	I received a letter from city of Newark, regarding a piece of land that I own. 37079 Ash street, APN: 92-127-31. The letter stated that my property has been identified as a site that could be developed with residential units, and well suited for development. I have previously tried to discuss the development of this site with the planning department multipe times, with no success. With this new initiative from the city, what kind of incentive does the city provide to owners to develop this site? Higher density? Lower permit fees? Faster approval? Less red tape? After reading through the Housing Element report, I still could not figure out how does that report relate to my property and its potential for development. It would be nice for the city planner to sit down with me and explain what kind of incentives the city provides to the development of my site. I am more than happy to work with the city to develop this site and provide more housing opportunities to medium and low income families. Best David
Comment 13	Rishika Rawat	I was wondering where I could find a pdf of the Newark Safety Element.
Comment 14	Alyssa Lopez	Hi, I was wondering if there is any action being taken to invest in some programs such as a first-time buyers programs for Newark Residents, or a low-income based programs. If so, I'd like to get more information or be interested in investing some input Thank you!
Comment 15	Pat Callaway	There has been opposition to Area 4 development and I am confused by your responses. Has Area 4 been scrapped or not?
Comment 16	Krisie Knutson	Those house are ugly , can't you make some pretty houses

PLANNING COMMISSION RESOLUTION NO. 2037

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NEWARK RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE NEWARK ZONING MAP TO REZONE CERTAIN PROPERTY INTO THE -BRH OVERLAY DISTRICT

WHEREAS, the City Council of the City of Newark adopted Resolution No. 9,684 adopting a Housing Element Update for the Fourth Cycle period between 2009 and 2014 (the 4th Cycle Housing Element), which identified housing sites that would accommodate the City of Newark's (City) Regional Housing Needs Allocation (RHNA); and

WHEREAS, the City Council of the City of Newark adopted Resolution No. 10,361 approving the amendment to the General Plan by adopting the Fifth Cycle Housing Element for the period between 2015 and 2023 (the 5th Cycle Housing Element), which identified housing sites that would accommodate the City's RHNA; and

WHEREAS, the City Council adopted Resolution No. 11,575, adopting a general plan amendment to repeal the 5th Cycle Housing Element and adopt the Sixth Cycle Housing Element of the General Plan for the period between 2023 and 2031 (the 6th Cycle Housing Element) and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law; and

WHEREAS, the 6th Cycle Housing Element identifies specific policies, programs, and housing sites to accommodate the City's RHNA of 1,874 housing units, comprised of 464 very-low-income units, 268 low-income units, 318 moderate-income units, and 824 above moderate-income units for the eight-year period 2023-2031; and

WHEREAS, certain housing sites identified in the 5th Cycle Housing Element were not developed with residential uses during the period between 2015-2023 and were "carried over" to the 6th Cycle Housing Element to be used as sites that can accommodate housing units meeting the City's RHNA; and.

WHEREAS, Government Code Section 65583.2(c) provides that if a nonvacant site identified in the 5th Cycle Housing Element, or a vacant site identified in both the 4th Cycle Housing Element and 5th Cycle Housing Element, was not developed with a residential use, that site may only be included in the Housing Element if the City rezones the site within a specified period of time to allow residential use by right for housing developments in which at least 20% of the units are affordable to lower income households; and

WHEREAS, the 6th Cycle Housing Element includes 43 parcels that were carried over from the 4th and 5th Cycle Housing Elements and identified as sites to accommodate the City's RHNA; and

WHEREAS, the City Council of the City of Newark adopted Ordinance No. 547 to update the Zoning Code by adding Chapter 17.15, By Right Housing (-BRH) Overlay District, amend the Newark Zoning Map by applying the -BRH Overlay District to specific parcels throughout the City, and make other miscellaneous related changes to implement the Housing Element and, more specifically, identify the applicability standards for residential development that may be developed by-right without discretionary review; and

WHEREAS, Ordinance No. 547 unintentionally omitted specific parcels from the list of parcels to be included in the -BRH Overlay Zone and amended Newark Zoning Map; and

WHEREAS, it is necessary to amend the Newark Zoning Map to include the omitted parcels to comply with Government Code Section 65583.2(c) and implement the 6th Cycle Housing Element (the Project); and

WHEREAS, a staff report dated July 28, 2026, and incorporated herein by reference, described and analyzed the Project for the Planning Commission; and

WHEREAS, on July 28, 2026, the Planning Commission conducted a duly and properly noticed public hearing to take public testimony and consider this Resolution regarding the proposed Project, the staff report and all attachments, and oral and written public comments; and

WHEREAS, the Planning Commission finds that the Project meets the requisite findings of fact necessary for approval as further explained in the staff report and the recommended findings of fact and determinations associated with this Resolution, as identified in "Exhibit A" attached to this Resolution; and

WHEREAS, the location and custodian of the Project application and other documents that constitute a record of proceedings for the Project is the City of Newark, 37101 Newark Blvd., Newark, CA 94560; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission hereby finds that, based on substantial evidence in the record:

The forgoing recitals are true and correct and are incorporated by reference into this action.

1. The Project is exempt from further environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since the proposed amendments to the Zoning Map have no potential for causing a

significant effect on the environment. The proposed changes to the Zoning Map do not provide entitlements for any land use development projects, nor do they change the allowed uses of land or the intensity of any previously authorized use of land. Therefore, it can be seen with certainty that adoption of the proposed Zoning Map amendments will have no significant effect of the environment.

2. Pursuant to NMC Sections 17.39.0760 and 17.39.080, the Planning Commission of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code as further explained in the staff report and set forth in "Exhibit A" attached hereto and incorporated herein by this reference.

3. The Planning Commission recommends the City Council adopt an ordinance, attached hereto as Exhibit B, to amend the Newark Zoning Map by applying the By Right Housing (-BRH) Overlay District to specific parcels throughout the City.

This Resolution was introduced at the City of Newark Planning Commission's July 28, 2026 regular meeting by Commissioner Bogisich, seconded by Commissioner Dhillon, and passed as follows:

AYES: Becker, Fitts, Bogisich, Dhillon

NOES:

ABSENT: Aguilar

STEVEN TURNER, Secretary

JOHN BECKER, Chairperson

Attachments

Exhibit A: Findings of Fact

Exhibit B: Proposed Ordinance Amending the Newark Zoning Map to Rezone Certain Property Into the -BRH Overlay District

Exhibit A

Findings of Fact

Pursuant to Newark Municipal Code Sections 17.39.060 and 17.39.080, the Planning Commission of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code.

The Planning Commission shall not recommend, and the city council shall not approve a zoning amendment unless the proposed amendment meets the following criteria:

A. The amendment is consistent with the general plan, in that on October 26, 2023, the City Council of the City of Newark adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law. The 2023-2031 Housing Element contains the following policy and program related to the recommended action:

> *POLICY H3.1: Allow By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" Sites. Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element, and on sites that are subject to a text amendment to accommodate the lower-income RHNA.*
>
> *PROGRAM H3.6: Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element. The nine sites listed in [Housing Element] Table 6-2 will be adjusted by text amendment to accommodate the lower income RHNA as needed.*

B. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district. There are no changes to district boundaries proposed as part of the action.

C. The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare, in that the proposed action is necessary to comply with State law and may result in the production of additional housing that is affordable to lower-income households throughout the community.

Exhibit B

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF NEWARK AMENDING THE NEWARK ZONING MAP TO REZONE CERTAIN PROPERTY INTO THE -BRH OVERLAY DISTRICT

WHEREAS, The City Council of the City of Newark adopted Resolution No. 9,684 adopting a Housing Element Update for the Fourth Cycle period between 2009 and 2014 (the 4th Cycle Housing Element), which identified housing sites that would accommodate the City of Newark's (City) Regional Housing Needs Allocation (RHNA); and

WHEREAS, The City Council of the City of Newark adopted Resolution No. 10,361 approving the amendment to the General Plan by adopting the Fifth Cycle Housing Element for the period between 2015 and 2023 (the 5th Cycle Housing Element), which identified housing sites that would accommodate the City's RHNA; and

WHEREAS, the California Legislature has found that "California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives" (Gov. Code Section 65589.5); and

WHEREAS, State Housing Element Law (Government Code Sections 65580 et seq.) requires that the City Council adopt a Housing Element for the eight-year period 2023-2031 to accommodate the City of Newark's (City) RHNA of 1,874 housing units, comprised of 464 very-low-income units, 268 low-income units, 318 moderate-income units, and 824 above moderate-income units; and

WHEREAS, the City Council adopted Resolution No. 11,575, adopting a general plan amendment to repeal the 5th Cycle Housing Element and adopt the Sixth Cycle Housing Element of the General Plan for the period between 2023 and 2031 (the 6th Cycle Housing Element) and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law; and

WHEREAS, certain housing sites identified in the 5th Cycle Housing Element were not developed with residential uses during the period between 2015-2023 and were "carried over" to the 6th Cycle Housing Element to be used as sites that can accommodate housing units meeting the City's RHNA; and.

WHEREAS, Government Code Section 65583.2(c) provides that if a nonvacant site identified in the 5th Cycle Housing Element, or a vacant site identified in both the both the 4th Cycle Housing Element and 5th Cycle Housing Element, was not developed with a residential use, that site may only be included in the Housing Element if the City rezones the site within a specified period of time to allow residential use by right for housing developments in which at least 20% of the units are affordable to lower income households; and

WHEREAS, the 6th Cycle Housing Element includes 43 parcels that were carried over from the 4th and 5th Cycle Housing Elements and identified as sites to accommodate the City's RHNA; and

WHEREAS, the identified carry-over sites are capable to be developed with residential uses having densities of at least 20 units per acre; and

WHEREAS, the City Council of the City of Newark adopted Ordinance No. 547 to update the Zoning Code by adding Chapter 17.15, By Right Housing (-BRH) Overlay District, amend the Newark Zoning Map by applying the -BRH Overlay District to specific parcels throughout the City, and make other miscellaneous related changes to implement the Housing Element and, more specifically, identify the applicability standards for residential development that may be developed by-right without discretionary review; and

WHEREAS, Ordinance No. 547 unintentionally omitted specific parcels from the list of parcels to be included in the -BRH Overlay Zone and amended Newark Zoning Map; and

WHEREAS, the City desires to amend the Newark Zoning Map to include the omitted parcels to comply with Government Code Section 65583.2(c) and implement the 6th Cycle Housing Element; and

WHEREAS, the amendment of the Newark Zoning Map is referred to as the "Project"; and

WHEREAS, a staff report dated July 28, 2026, and incorporated herein by reference, described and analyzed the Project for the Planning Commission; and

WHEREAS, on July 28, 2026, the Planning Commission reviewed the staff report at a noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, following the public hearing, the Planning Commission considered the staff recommendation as provided in the staff report, adopted Resolution ____ incorporated herein by reference, and transmitted the resolution to the City Council; and

WHEREAS, a staff report dated September 10, 2026, and incorporated herein by reference described and analyzed the Project for City Council; and

WHEREAS, on September 10, 2026, the City Council reviewed the staff report at a duly noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, pursuant to Newark Municipal Code section 17.31.060 and pursuant to State law, the City published a public hearing notice in The Tri City Voice on August 20, 2026 and mailed as required for a public hearing before the City Council at 7:00 p.m. on September 10, 2026; and

WHEREAS, the City Council fully considered the Project at the public hearing; and

WHEREAS, the City Council finds that the Project meets the requisite findings of fact necessary for approval as further explained in the staff report and the recommended findings of fact and determinations associated with this Ordinance, as identified in "Exhibit A" attached to this Ordinance; and

WHEREAS, the location and custodian of the Project application and other documents that constitute a record of proceedings for the Project is the City of Newark, 37101 Newark Blvd., Newark, CA 94560; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newark does ordain as follows:

Section 1. The foregoing recitals are true and correct and are incorporated by reference into this action.

Section 2. The Project is exempt from further environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since the proposed amendments to the Zoning Map have no potential for causing a significant effect on the environment. The proposed changes to the Zoning Map do not provide entitlements for any land use development projects, nor do they change the allowed uses of land or the intensity of any previously authorized use of land. Therefore, it can be seen with certainty that adoption of the proposed Zoning Map amendments will have no significant effect of the environment.

Section 3. Pursuant to NMC Sections 17.39.070 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code as further explained in the staff report and set forth in "Exhibit A" attached hereto and incorporated herein by this reference.

Section 4. The City Council hereby approves an amendment to the Newark General Plan land use and Zoning Map by applying the By Right Housing (-BRH) Overlay District to specific parcels, as identified in "Exhibits B & C", attached hereto and incorporated herein by reference.

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.

Exhibit A: Findings of Fact

Exhibit B: Parcels to be Rezoned with the By Right Housing (-BRH) Overlay District

Exhibit C: Map of Parcels to be Rezoned with the -BRH Overlay District

Exhibit A

Findings of Fact

Pursuant to Newark Municipal Code Sections 17.39.070 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code.

The City Council shall not approve a zoning amendment unless the proposed amendment meets the following criteria:

A. The amendment is consistent with the general plan, in that on October 26, 2023, the City Council of the City of Newark adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law. The 2023-2031 Housing Element contains the following policy and program related to the recommended action:

> *POLICY H3.1: Allow By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" Sites. Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element, and on sites that are subject to a text amendment to accommodate the lower-income RHNA.*
>
> *PROGRAM H3.6: Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element. The nine sites listed in [Housing Element] Table 6-2 will be adjusted by text amendment to accommodate the lower income RHNA as needed.*

B. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district. There are no changes to district boundaries proposed as part of the action.

C. The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare, in that the proposed action is necessary to comply with State law and may result in the production of additional housing that is affordable to lower-income households throughout the community.

Exhibit B

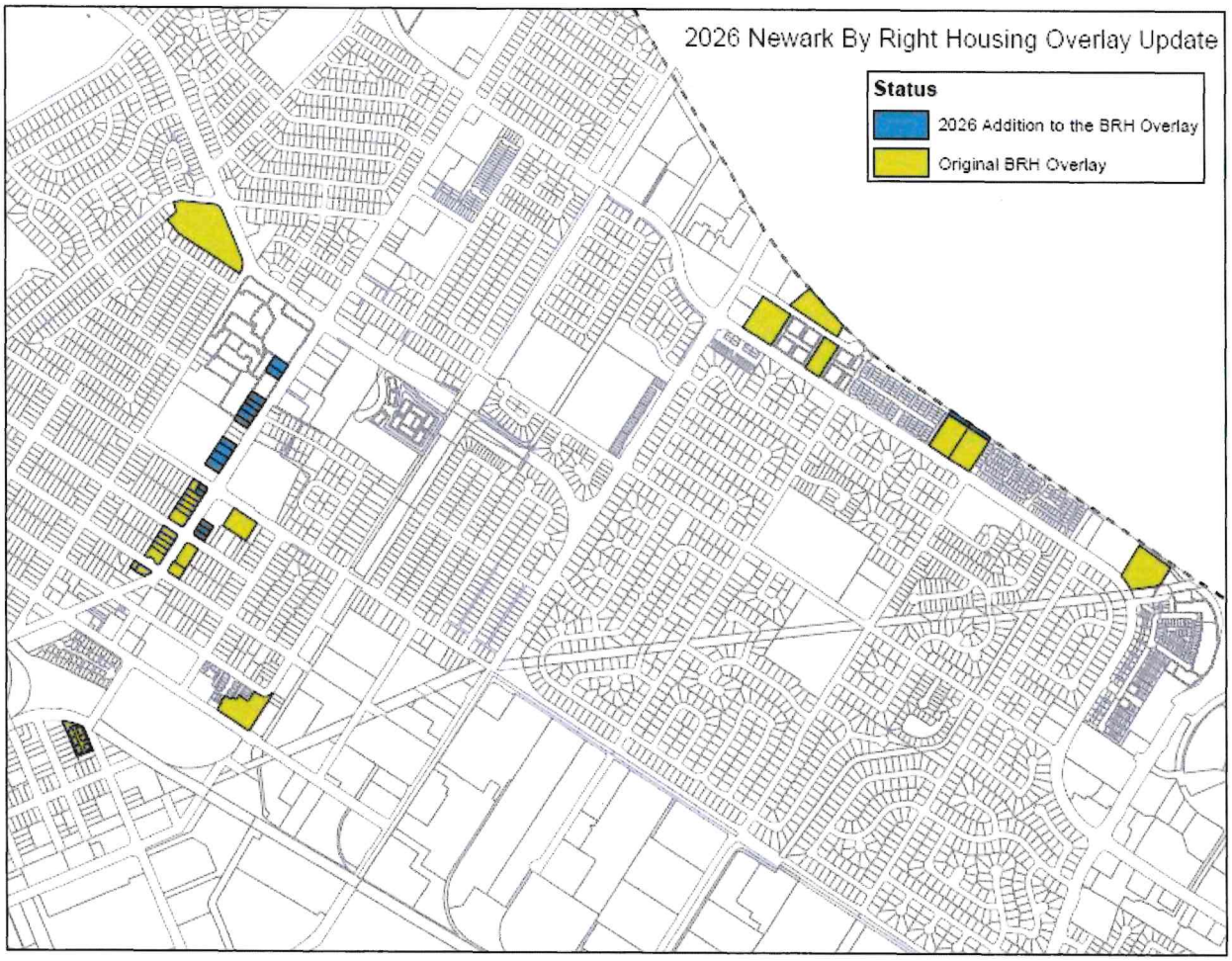
Parcels to be Rezoned with the By Right Housing (-BRH) Overlay District

Parcels to be Added to the -BRH Overlay District	
Assessor's Parcel Number	**Street Address**
92-29-14-2	6505 THORNTON AVE
92-29-15-2	6521 THORNTON AVE
92-50-1-3	6658 THORNTON AVE
92-50-2-3	6642 THORNTON AVE
92-50-3-3	6626 THORNTON AVE
92A-919-11-2	6263 THORNTON AVE
92A-919-12-2	6275 THORNTON AVE
92A-919-13-2	6289 THORNTON AVE
92A-919-14-2	6319 THORNTON AVE
92A-919-15-2	6333 THORNTON AVE
92A-919-19-2	6389 THORNTON AVE
92A-919-20-2	6417 THORNTON AVE
92A-919-21-2	6433 THORNTON AVE
92A-919-22-2	6449 THORNTON AVE
92A-2375-33	38290 CEDAR BLVD

Parcels Currently in the -BRH Overlay District	
Assessor's Parcel Number	**Street Address**
92-30-17-2	6765 THORNTON AVE
92-30-14-3	6717 THORNTON AVE
92-30-16-2	6749 THORNTON AVE
92-30-18-4	6781 THORNTON AVE
92-30-15-2	6733 THORNTON AVE
92-31-16-2	6825 THORNTON AVE
92-31-15	36965 OLIVE ST
92A-900-1-2	36601 NEWARK BLVD
92-29-20-2	36976 MULBERRY ST
92-29-16-2	6537 THORNTON AVE
92-29-19-2	6625 THORNTON AVE
92-29-18-2	6609 THORNTON AVE
92-51-5-3	6716 THORNTON AVE
92-29-17-2	6553 THORNTON AVE
92-29-13	36937 CHERRY ST
92-51-2-3	6788 THORNTON AVE
92A-2125-17	37900 CEDAR BLVD
92A-2125-11-2	37750 TIMBER ST
92A-2125-13	37640 CEDAR BLVD
92A-2585-32	5545 CEDAR CT
92-50-13	37053 CHERRY ST
92-255-11	37200 SYCAMORE ST
92A-2375-32	38290 CEDAR BLVD
92-131-3	37257 FILBERT ST
92-131-2-4	37243 FILBERT ST
92-131-1-9	FILBERT ST

Exhibit C

Map of Parcels Currently Zoned in the (-BRH) Overlay District and Parcels to be Rezoned with the (-BRH) Overlay District



By-Right Housing Overlay District (-BRH)

City Council Meeting
September 10, 2026

Amendment to By-Right Housing Overlay District

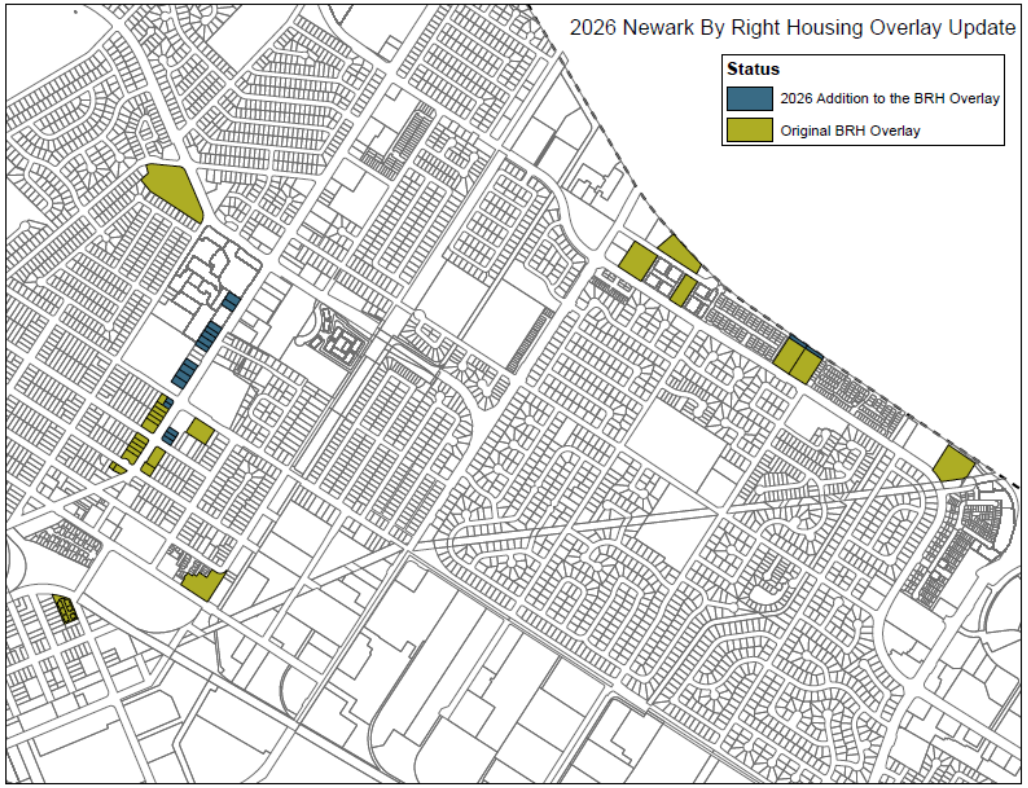
City Council Meeting: September 10, 2026

Public Hearing to consider:

- An ordinance amending the Newark Zoning Map by applying the -BRH Overlay District to specific parcels.

Agenda

1. Introductions
2. Housing Element Overview
3. By-Right Housing Overlay Zoning Di
4. Sites Proposed for Rezoning
5. Findings/Notice/Environmental Revi
6. Planning Commission and Staff Recommendation
7. Q&A



Introductions

City of Newark

Michael Coulom, Housing Policy and Programs Manager

Steven Turner, Community Development Director

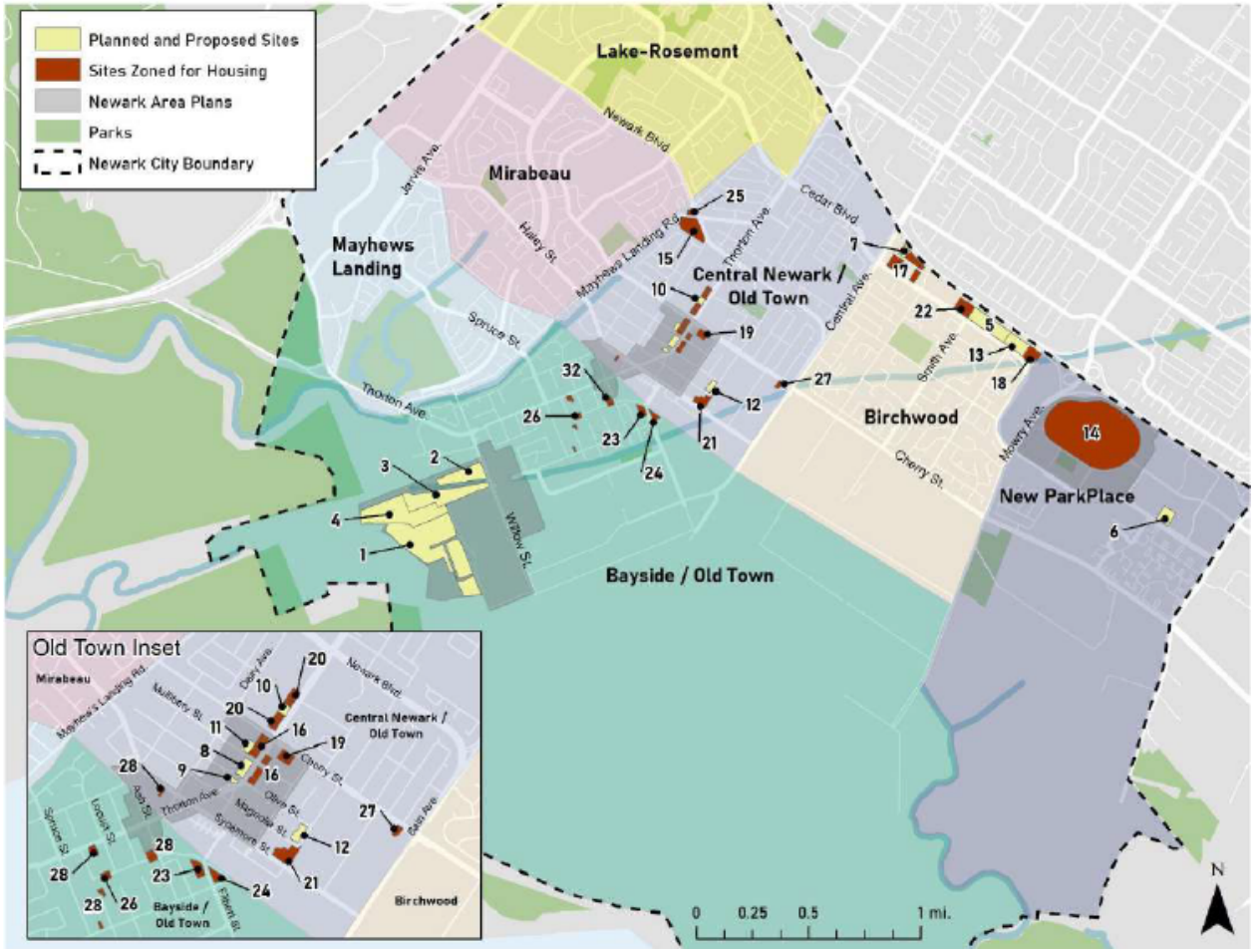
2023-2031 Housing Element

- City Council adopted the Housing Element (HE) on October 26, 2023, whereafter HCD found it compliant with state law on December 21.
- Newark's HE establishes policies and programs to plan for 1,874 new homes by 2031, including 464 very low-income homes and 268 low-income homes.
- The Housing Element is updated on 8-year cycles.
- We are currently in the 6th Housing Element Cycle.
- The 5th Cycle consisted of years 2015-2023.

Housing Element Site Inventory

- The Housing Element must identify sites with realistic capacity to accommodate the City's RHNA.
- Sites must be zoned appropriately and have sufficient supportive infrastructure.
- Newark's site inventory has capacity for up to 2,854 units, over 150% of

Housing Sites for the RHNA 6th Cycle



“Re-Used Sites”

- Cities may include applicable “Re-Used” sites from previous housing element cycles in their site inventories.
- State law requires Re-Used sites to be zoned for “by right” development.
- By right means a project must be approved without discretionary action that would trigger environmental review requirements.
- Rezoning must occur within one year of the state’s statutory housing element adoption deadline (January 31, 2023)

Government Code Section 65583.2

Housing Element Policies and Programs

Policy H3.1

Allow By-Right Approval of Projects with 20 Percent Affordable Units on “Reused” Sites. Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent “reuse sites” previously identified in the 4th and 5th Cycles Housing Element, and on sites that are subject to a text amendment to accommodate the lower-income RHNA.

Program H3.6

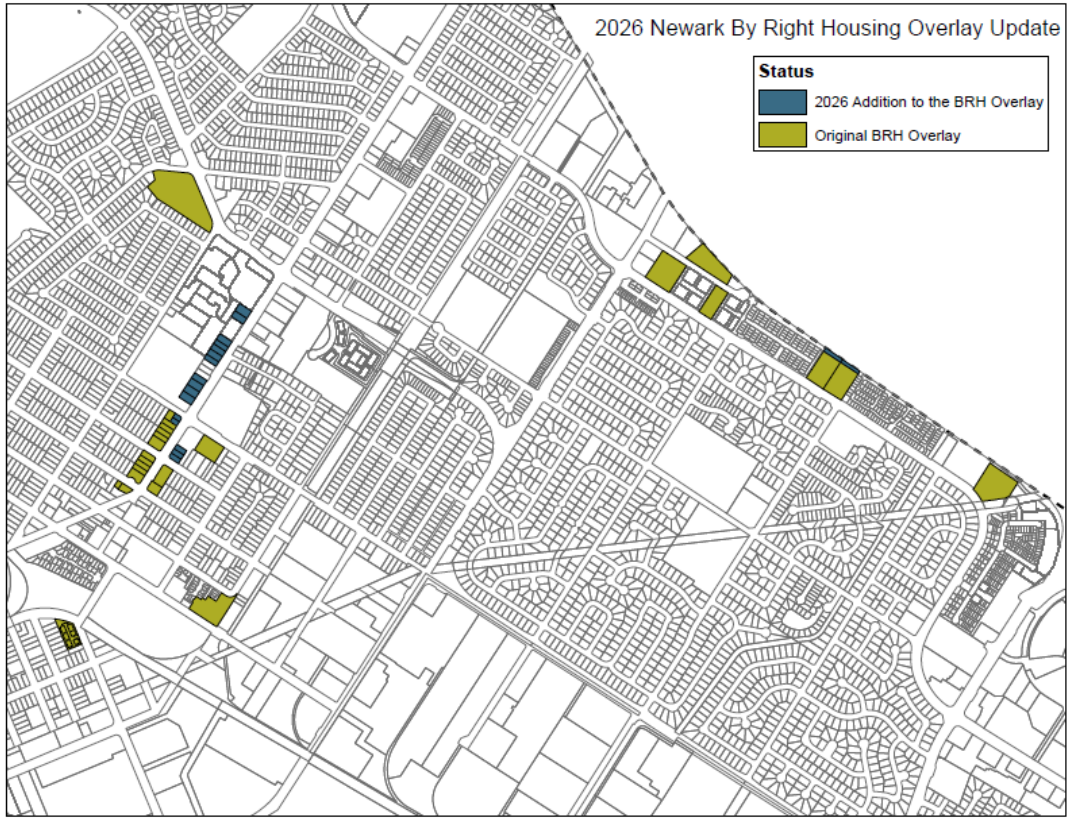
Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent “reuse sites” previously identified in the 4th and 5th Cycles Housing Element.

NMC 17.15 – BRH Overlay Zone District

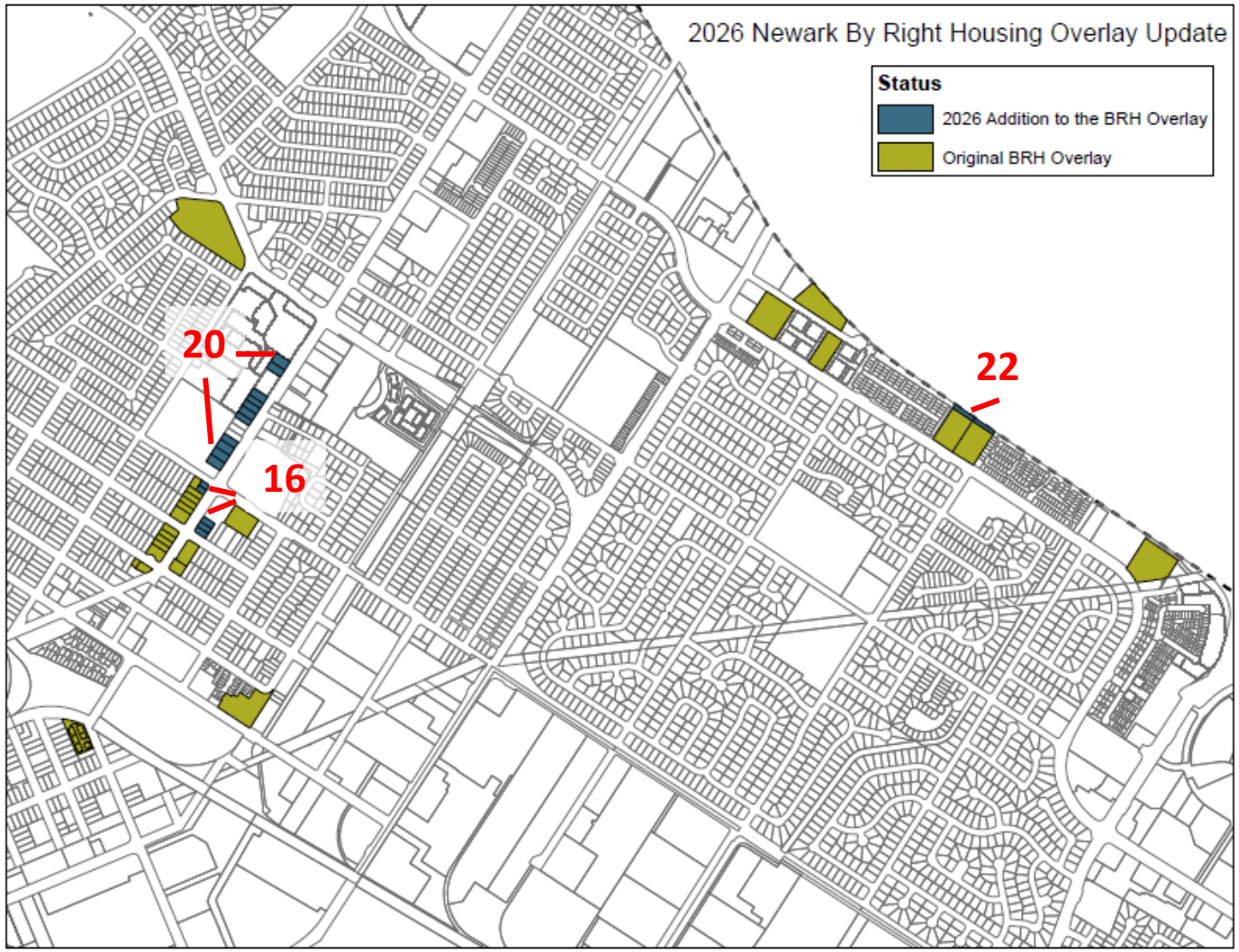
- Newark's 6th Cycle Housing Element includes 11 reused sites consisting of over 40 individual parcels.
- The Planning Commission voted 5-0 on November 14, 2023 to recommend City Council adopt the –BRH Overlay Zone District.
- City Council voted with 3 ayes and 2 recusals on January 11, 2024 to adopt Ordinance 547 establishing the –BRH District.
- Ordinance 547 unintentionally omitted 17 parcels

Proposed –BRH Parcels

- Site 20- Thornton Ave. Sites (outside of Old Town)
- Site 16- Thornton Ave. Sites (portions)
  (within Old Town Specific Plan Area)
- Site 22- Cedar Blvd. (portions)
  Public Storage Sites



Proposed –BRH Parcels



Proposed Additional –BRH Parcels

- Three (3) Re-Used Sites
- 17 Parcels

Assessor's Parcel Number	Street Address
92-29-14-2	6505 THORNTON AVE
92-29-15-2	6521 THORNTON AVE
92-50-1-3	6658 THORNTON AVE
92-50-2-3	6642 THORNTON AVE
92-50-3-3	6626 THORNTON AVE
92A-919-8-2	6211 THORNTON AVE
92A-919-9-2	6223 THORNTON AVE
92A-919-11-2	6263 THORNTON AVE
92A-919-12-2	6275 THORNTON AVE
92A-919-13-2	6289 THORNTON AVE
92A-919-14-2	6319 THORNTON AVE
92A-919-15-2	6333 THORNTON AVE
92A-919-19-2	6389 THORNTON AVE
92A-919-20-2	6417 THORNTON AVE
92A-919-21-2	6433 THORNTON AVE
92A-919-22-2	6449 THORNTON AVE
92A-2375-33	38290 CEDAR BLVD

Applicable Sites and Qualifying Development

All sites meet state requirements to:

- Allow residential as a permitted use
- Allow residential densities of 20 units per acre
- Be large enough to accommodate a minimum of 16 units

Projects eligible for review under the -BRH Overlay District must:

- Restrict at least 20 percent of units to lower-income households
- Comply with all local objective standards and site development criteria

-BRH Projects would be reviewed ministerially in accordance with the objective design standards and procedures recommended by the Planning Commission on July 14, 2028, if zoning text amendments are adopted by City Council.

Summary of -BRH Overlay Zone District

Staff Recommendation

- Adopt an ordinance concerning NMC 17.15, originally established in 2024
  - No amendments to zoning text
  - Amend the Zoning Map to add 17 parcels to the –BRH Overlay Zone District

Purpose

- Comply with state law
- Complete implementation of Housing Element Policy H3.1 and Program H3.6
- Avoid potential land use and zoning conflicts

Findings of Fact

A. The amendment is consistent with the general plan;

B. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district; and

C. The amendment will promote the growth of the city in an orderly manner and promote and protect the public health, safety, peace, comfort and general welfare.

Public Notice

- Newspaper advertisement: August 25, 2026
- Mailed notice to property owners of affected parcels
- Mailed notice to property owners within 500 feet of each affected parcel

Environmental Review

- Requested action is exempt from CEQA, pursuant to Guidelines.
  - No changes to existing land use
  - No changes to the intensity of land use
  - No project entitlements would be approved with the requested action
  - No potential for causing a significant effect on the environment

Planning Commission Recommendation

- The Planning Commission reviewed the proposed action on July 28, 2026 and voted 4-0 to adopt Resolution 2037 recommending City Council adopt the draft ordinance.

Planning Commission & Staff Recommendation

Planning Commission and Staff recommend that the City Council adopt an ordinance amending the Newark Zoning Map by applying the-BRH Overlay District to specific parcels.

NEWARK
california

STAFF REPORT

Item F. 1.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	Lenka Hovorka, Assistant City Manager
SUBJECT	Waive full reading and introduce by title only an ordinance of the City Council of the City of Newark amending Chapter 2.09 of the Newark Municipal Code ("City Councilmembers-Compensation") to increase the salaries of the Mayor and City Councilmembers

SUMMARY AND RECOMMENDATION

On June 25, 2026, City Council approved the 2026-2028 Biennial Budget that included a seven and one-half percent (7.5%) increase for the Mayor and Councilmembers. Staff recommends that the City Council waive full reading and, by title only, introduce an ordinance amending Chapter 2.09 of the Newark Municipal Code ("City Councilmembers-Compensation") to increase the salaries of City Councilmembers and Mayor by seven and one-half percent (7.5%) effective January 1, 2027.

BACKGROUND

The salaries and benefits for the Mayor and City Councilmembers are set by City ordinance. The current monthly salaries are $3,179 for the Mayor and $1,453 for each Councilmember. City Council salaries were last increased on January 1, 2025, by six percent (6%).

Chapter 2.09 of the Newark Municipal Code requires that the City Council, as part of the two-year biennial budget cycle, review its compensation and consider increases in the Consumer Price Index for the region and increases in compensation awarded to staff since the previous adjustment to City Council compensation.

DISCUSSION/ANALYSIS

During the presentation of the draft 2026-2028 Biennial Budget to the City Council on May 28, 2026, staff reported the combined annual increases for 2025 and 2026 in the Consumer Price Index totaled five and two-tenths percent (5.2%). Staff compensation increased seven and one-half percent (7.5%) over the same two-year period. The cost of a seven and one-half percent (7.5%) salary increase for the Mayor and City

Councilmembers would be $12,060 for the period of January 1, 2027 to June 30, 2028, the effective date through the end of the 2026-2028 biennial budget cycle. The estimated annual total compensation impact, including pension and medicare, would be $11,200.

After presentation of this information and City Council discussion, a majority of the City Council agreed to include a seven and one-half percent (7.5%) salary increase for the Mayor and Councilmembers in the proposed 2026-2028 Biennial Budget, which was adopted on June 25, 2026, on a 3-1-1 vote, with Councilmember Grindall opposing and Councilmember Little absent.

State law requires that City Council compensation be approved by ordinance. This requires an amendment to Chapter 2.09 of the Newark Municipal Code. A draft ordinance has been prepared that would, starting January 1, 2027, increase the monthly salary of Councilmembers from $1,453 to $1,561. The Mayor's monthly salary would increase from $3,179 to $3,417. There are no other proposed revisions.

FISCAL IMPACT

There is no direct fiscal impact associated with this action, as the seven and one-half percent (7.5%) salary increase was included in the 2026-2028 Biennial Budget approved by City Council on June 25, 2026.

STRATEGIC PRIORITY AREA

The recommended action aligns with the City Council's Strategic Priority Area of Boost Financial Resilience and Excellence in Service Delivery.

REVIEW AND APPROVAL

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

Attachments

Ordinance Council Compensation

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING CHAPTER 2.09, CITY COUNCILMEMBERS - COMPENSATION, OF THE NEWARK MUNICIPAL CODE TO INCREASE THE SALARIES OF CITY COUNCILMEMBERS AND MAYOR BY SEVEN AND ONE-HALF PERCENT (7.5%)

WHEREAS, Chapter 2.09 ("City Councilmembers - Compensation") of the Newark Municipal Code provides for the payment of salaries and benefits to Newark City Councilmembers and the Mayor; and

WHEREAS, Newark Municipal Code section 2.09.010 establishes a Councilmember salary of one thousand four hundred fifty-three dollars ($1,453) per month; and

WHEREAS, Newark Municipal Code section 2.09.010 establishes a Mayoral salary of three thousand one hundred seventy-nine dollars ($3,179) per month; and

WHEREAS, said salaries took effect January 1, 2025; and

WHEREAS, City Councilmembers and the Mayor have not received an increase in salary since January 1, 2025; and

WHEREAS, the City Council is authorized by Government Code Section 36516 to increase the salary of Councilmembers in an amount not to exceed five percent (5%) per calendar year from the operative date of the last adjustment of salary; and

WHEREAS, the City Council is authorized by Government Code Section 36516.1 to pay an elected Mayor salary in excess to that which they receive as a Councilmember; and

WHEREAS, at the City Council meeting held on May 28, 2026, City staff provided a presentation to the City Council regarding the Mayoral and City Councilmember salaries; and

WHEREAS, at the City Council meeting held on June 25, 2026, the City Council adopted the 2026-2028 Biennial Budget which included seven one-half percent (7.5%) salary increases for the Mayor and City Councilmembers; and

WHEREAS, the City Council desires to increase salaries of the Councilmembers and Mayor by seven and one-half percent (7.5%) starting January 1, 2027.

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

SECTION 1. **Recitals.** The above recitals are true and correct and made a part of this Ordinance.

SECTION 2. **Amendment of Section 2.09.010 the Newark Municipal Code.** Subsections (A) and (B) of Section 2.09.010 ("Salary") of Chapter 2.09 ("City Council") of Title 2 ("Administration and Personnel") are hereby amended as follows (replacements in double underline; deletions in ~~strikethrough~~):

2.09.010 Salary.

A. Pursuant to Government Code Sections 36516 and 36516.5, each councilmember, other than the mayor, shall receive a salary of ~~one thousand four hundred fifty-three dollars~~ one thousand five hundred sixty-one dollars per month commencing ~~January 1, 2025~~ January 1, 2027.

B. Pursuant to Government Code Section 36516.1, the elective mayor shall receive compensation in the amount of ~~three thousand one hundred seventy-nine dollars~~ three thousand four hundred seventeen dollars per month commencing ~~January 1, 2025~~ January 1, 2027.

SECTION 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 4. CEQA. Approval of the ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions that do not authorize any new activity, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

SECTION 5. Publication and Effective Date. In accordance with Government Code section 36516.5, this ordinance shall take effect January 1, 2027. 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.

STAFF REPORT

Item H. 1.

DATE	09/10/2026
TO	Honorable Mayor and City Council Members
FROM	David Benoun, City Manager
SUBJECT	Provide direction regarding staff preparation of City Council meeting minutes and approve the July 9, 2026, City Council meeting minutes

SUMMARY AND RECOMMENDATION

City Council directed staff to review past meeting minutes and recommend whether additional City Council comments should be included in the July 9, 2026, minutes. Staff reviewed past practices of capturing City Council discussion in City Council meeting minutes and recommends that the City Council approve the July 9, 2026, regular City Council meeting minutes as amended, and direct staff to proceed with preparing Hybrid Action and Summary Minutes for future meeting minutes.

BACKGROUND

On July 23, 2026, City Council voted 4-0, with Council Member Catancio absent, to continue the approval of the July 9, 2026 regular City Council meeting minutes so that staff would have an opportunity to review past meeting minutes.

Since the July 23 meeting, staff reviewed several examples of minutes from Newark City Council meetings over the past five years, reviewed the laws and regulations pertaining to the preparation of City Council minutes, and conducted a survey of Alameda County cities.

In 1959, the City Council approved Ordinance 51, “General Procedural Ordinance” (Attachment 1). Section 9.F of Ordinance 51 is now codified in Newark Municipal Code Chapter 2.08.090 and states that a member of the Council may request, through the presiding officer, the privilege of having an abstract of their statement on any subject under consideration by the Council entered in the minutes. If the Council consents thereto, such statement shall be entered in the minutes.

Government Code Section 40801 requires the city clerk of a general law city to keep an accurate record of the proceedings of the legislative body. The style or format in which cities record actions are at each City’s discretion. In a survey of the other 13 cities in Alameda County, 11 cities indicated their use of an “Action Minutes” format, while two

cities use a “Summary Minutes” format. These formats are described in the Discussion/Analysis section of this report.

Reviewing over 20 examples of meeting minutes from previous Newark City Council meetings, Newark has used a hybrid approach of the “Action Minutes” and “Summary Minutes” format, as described below. In addition to the written record/minutes of each meeting, all Newark City Council meetings are recorded, archived on YouTube since March 25, 2021, and available through links provided on the City’s website.

DISCUSSION/ANALYSIS

Staff reviewed and considered four approaches to documenting City Council meetings. The approaches differ primarily in the amount of discussion included in the minutes and the level of staff time required to prepare and verify the record.

1) Action Minutes

Action minutes document the formal actions taken by the City Council, including motions, seconds, and vote results, without summarizing the discussion or deliberations that preceded the action. This is the predominant style used by other Alameda County cities.

Advantages:

- Most concise and efficient format to prepare and review.
- Clearly identifies the official actions taken by the City Council.
- Minimizes the need for staff to interpret, characterize, or summarize individual comments.
- Provides a clear and readily reviewable record of the City Council's formal decisions.

Disadvantages:

- Provides little context regarding the issues considered or the deliberations that preceded an action.
- Does not document informal indications of the Mayor's or Councilmember's positions when those indications occur outside of a formal vote.
- Does not summarize public comments or other speakers' statements made during the meeting.
- May be less informative to members of the public who did not attend the meeting.

2) Summary Minutes

Summary minutes document the formal actions taken by the City Council and provide a narrative summary of the discussion and deliberations on each agenda item. The intent is to capture the substance of the discussion without providing a word-for-word transcript.

Advantages:

- Provides greater context regarding the issues considered by the City Council.
- Can make meetings more accessible to members of the public who did not attend.
- Provides a narrative record of the deliberative process in addition to the final

action.

Disadvantages:

- Requires substantially more staff time to prepare, review, and finalize.
- Requires staff to exercise editorial judgment in determining which comments to include and how to characterize them.
- Creates a risk that the Mayor's or a Councilmember's comments could be unintentionally omitted, condensed, or characterized in a manner that does not accurately reflect the intended meaning.
- May result in disagreements over whether the minutes accurately captured or interpreted the discussion.
- Establishing a consistent and neutral approach to summarizing individual comments would require additional staff time for training.

The primary concern with this approach is that summarization requires staff to interpret statements made during live discussion, which inevitably risks changing their emphasis or meaning. Staff does not recommend establishing a practice of summarizing individual Councilmember's comments because summaries can inadvertently misconstrue intent or misinterpret words. Additionally, this approach encourages disputes over whether the Mayor's and each Councilmember's statements were included, how they were worded, and whether the summaries accurately reflect their positions.

3) Verbatim Minutes
Verbatim minutes provide a word-for-word transcription of the proceedings.

Advantages:

- Provides the most comprehensive written record of what was said during a meeting.
- Avoids the need for staff to summarize or characterize individual comments.
- Allows readers to review the discussion directly rather than relying on a staff-generated summary.

Disadvantages:

- Producing and maintaining a verbatim record requires significant staff time and resources.
- Meeting transcripts can be lengthy and difficult for the public, staff, and the City Council to use as a practical reference.
- Computer-generated transcription is not sufficiently reliable to eliminate the need for staff review. Errors can alter the meaning of a statement or, more significantly, incorrectly reflect an action taken by the City Council.
- Staff would need to review, correct, and proofread the transcript to ensure its accuracy, creating a workload that is not feasible within current staffing levels.

While Zoom and other technologies, including artificial intelligence tools, can generate transcripts, those transcripts cannot simply be incorporated into the official minutes without careful review. Staff recently identified errors in a computer-generated transcription that materially and incorrectly changed the action taken by City Council. A

verbatim format would therefore require staff to devote substantial time to transcription review and proofreading, in addition to the time required to prepare the minutes themselves. No city in Alameda County, including Newark, currently or has in recent history, relied on verbatim minutes as their primary record of City Council meetings.

4) Hybrid Action and Summary Minutes
The hybrid approach combines the efficiency and clarity of action minutes with limited documentation of comments and discussion. Newark City Council meeting minutes have used this hybrid format for many years. In using this format, the amount of detail recorded for each agenda item that includes City Council deliberations varies. Simple items in which deliberations do not include material changes to the agenda item may be reflected in the minutes as "The City Council engaged in discussion and asked clarifying questions." Whereas, a more complex item may include a few sentences to briefly describe the topics discussed during deliberations in order to bridge a clear gap from the action on the agenda to the final action taken.

Advantages:
- Retains the efficiency and clarity of action minutes.
- Provides additional context regarding the progression of an item without requiring staff to characterize or summarize individual comments.
- Avoids the significant staff time required to prepare, transcribe, and proofread discussion summaries or verbatim transcripts.
- Reduces the risk of inadvertently misinterpreting or mischaracterizing the Mayor's a Councilmember's comments.

Disadvantages:
- Does not provide a narrative account of the discussion or the reasons individual Councilmembers expressed support or opposition to an item.
- Members of the public seeking a detailed account of the discussion would need to refer to the meeting recording.

Staff recommends that the City Council continue using the Hybrid Action and Summary Minutes approach, supplemented only by documentation of informal polls conducted during City Council deliberations. Under this approach, the minutes would clearly document the City Council's formal actions and, when applicable, informal polls requested by the Mayor or presiding officer, but would not summarize individual comments. Informal polls would be identified as such and would not be presented as formal actions or votes.

This approach provides a practical balance between maintaining a clear record of City Council action and providing limited additional context regarding informal polls, while avoiding the significant staff resources required to prepare, transcribe, review, and proofread discussion summaries or verbatim transcripts. Most importantly, it avoids placing staff in the position of interpreting or paraphrasing the Mayor's or a Councilmember's statements, which could inadvertently misconstrue or misrepresent their comments.

Attached are the July 9, 2026, regular City Council meeting minutes in two formats. Attachment 2 is the original action minutes presented to the City Council for approval on July 23, 2026. Attachment 3 is a track-changes version of the original minutes that incorporates the informal poll conducted at the July 9, 2026, regular City Council meeting. Attachment 3 illustrates the preparation method recommended by staff for the July 9, 2026, meeting minutes and for future City Council meeting minutes. Should additional context, such as individual comments, be of interest to include in City Council meeting minutes, staff recommends the City Council follow the procedure outlined in Newark Municipal Code Chapter 2.08.090. This allows the Mayor or a Councilmember to formally request that their statement be added to the meeting minutes and ask the City Council to vote on the request. If the Council approves the request, the vote directs the City Clerk to add the statement to the minutes.

FISCAL IMPACT

There is no direct fiscal impact associated with the recommended action. If City Council directs staff to prepare Summary or Verbatim Minutes, additional staff time would be required, likely resulting in a personnel allocation request, dependent on the direction provided.

STRATEGIC PRIORITY AREA

Boost Financial Resilience and Excellence in Service Delivery

REVIEW AND APPROVAL

Prepared by - Lenka Hovorka, Assistant City Manager
Prepared by - Neetu Salwan, City Clerk
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment 1: Newark Municipal Code - 2.08.090 - Rules of debate.

Attachment 2: July 9 2026 Meeting Minutes original

Attachment 3: July 9 2026 Meeting Minutes Redlined

Newark Municipal Code - 2.08.090 - Rules of debate.

A. Presiding Officer May Debate and Vote. The mayor may move, second, and debate from the chair, subject only to such limitations of debate as are imposed by this section on all members, and shall not be deprived of any of the rights and privileges of a council member by reason of his/her acting as the presiding officer.

B. Getting the Floor. Every member desiring to speak shall address the chair, and upon recognition by the presiding officer, shall confine himself to the question under debate, avoiding all personalities and indecorous language.

C. Interruptions. A member, once recognized, shall not be interrupted when speaking unless it is to call him/her to order, or as otherwise provided in this section. If a member, while speaking, is called to order, he/she shall cease speaking until the question of order be determined, and, if in order, he/she shall be permitted to proceed.

D. Privilege of Closing Debate. The council member moving the adoption of an ordinance or resolution shall have the privilege of closing the debate.

E. Motion to Reconsider. A motion to reconsider any action taken by the council may be made only on the day such action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session thereof. Such motion must be made by one of the prevailing side, but may be seconded by any member, and may be made at any time and have precedence over all other motions, or while a member has the floor it shall be debatable. Nothing in this section shall be construed to prevent any member of the council from making or remaking the same or any other motion at a subsequent meeting of the council.

F. Remarks of Council Member. A member of the council may request, through the presiding officer, the privilege of having an abstract of his/her statement on any subject under consideration by the council entered in the minutes. If the council consents thereto, such statement shall be entered in the minutes.

G. Synopsis of Debate. The clerk may be directed by the presiding officer, with consent of the council, to enter in the minutes a synopsis of the discussion on any question coming regularly before the council.

(Ord. 51 § 9, 1959)

(Ord. No. 448, § 1, 3-10-2011)

CITY OF NEWARK
CITY COUNCIL MEETING MINUTES

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

DRAFT MINUTES

Thursday, July 9, 2026
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:01 p.m. Vice Mayor Jorgens, Council Members Grindall, Catancio, and Little were present.

Item B.2 was taken out of order and heard before Item B.1.

Item C Public Comments was taken out of order and heard before Item B.4.

B. PRESENTATIONS

2. Recognizing the State of California's 175th and the United States of America's 250th Anniversaries

The Mayor and Council Members signed the proclamation.

1. Commending Saheli - Protecting Our Daughters, in Partnership with Guru Nanak Global Foundation and ROARR 4 Change.

Mayor Hannon presented a commendation to Sukhdev Singh, who accepted it on behalf of Baljit Singh, Chancellor and Chairman of Guru Nanak Dev Global University.

3. Introduction of employees

Mayor Hannon announced the promotions of Sergeant Blair Arroyo and Sergeant Frank Herbert.

4. Alameda-Contra Costa Transit District (AC Transit) Presentation

AC Transit representatives including Board Director Anthony C. Silva, and staff: Owen Christofferson (Transportation Planner), and Diann Castleberry (External Affairs Representative) gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

The Mayor requested that the AC Transit presentation be scheduled annually.

C. PUBLIC COMMENT

Twenty-six Mayhews Landing residents commented on the proposed development at 8100 Jarvis Avenue. Speakers expressed support for the City's affordable housing goals but raised concerns regarding the proposed project's density, the percentage of affordable housing units, traffic and parking impacts, limited transit access, pedestrian and emergency access on Kiote Drive, environmental impacts to the adjacent Don Edwards San Francisco Bay National Wildlife Refuge, and the need for a comprehensive environmental review. Several speakers requested that any future development be compatible with the surrounding neighborhood, preserve natural resources, and include additional community engagement and transparency regarding the proposal.

Mike Marzano from First Presbyterian Church thanked the Newark Police Department, Alameda County Fire Department, and City staff for their compassionate response to a recent medical emergency involving an unhoused individual at the First Presbyterian Church.

Mayor Hannon called a recess at 8:23 p.m. The meeting resumed at 8:31 p.m.

D. CONSENT CALENDAR

No one from the audience requested to speak.

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

1. Approval of Audited Demands

2. Approval of June 25, 2026, City Council Minutes

3. Adopt a Resolution Authorizing the City Manager to Execute On-Call Professional Planning Services Agreements with Community Planning Collaborative, Good City Company, and Urban Planning Partners, Each in an Amount Not to Exceed $500,000, Subject to Available Appropriations and Approved Task Orders
   Resolution No. 11873

4. Adopt a Resolution Authorizing the City Manager to Execute the Annual CDBG Agreement with Alameda County for FY 2026-2027 and approving a budget appropriation
   Resolution No. 11874

5. Adopt a resolution authorizing a change order in the amount of $40,505.77 with a 20% contingency to the agreement with Adams Pool Solutions to increase the not to exceed amount by $48,607 for a total project allocation of $310,163.25 to complete the lazy river pool replaster at the Silliman Aquatics Center
   Resolution No. 11875

E. PUBLIC HEARINGS

1. Public Hearing for Landscaping and Lighting Districts Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, 19 and 20 and adopt a resolution confirming diagrams and assessments and the levying and collection of assessments for Landscaping and Lighting Districts Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, 19 and 20 for Fiscal Year 2026-27
Resolution No. 11876

   City Manager Benoun provided introductory remarks and project background.

   Senior Project Analyst Anthony Hernandez of Francisco & Associates presented the report.

   Mayor Hannon opened the public hearing.

   No one from the audience requested to speak.

   Mayor Hannon closed the public hearing.

   Council Member Little moved, and Council Member Grindall seconded, to adopt the resolution confirming diagrams and assessments and the levying and collection of assessments for Landscaping and Lighting Districts Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, 19 and 20 for Fiscal Year 2026-27. The motion passed, 5 AYES.

2. Public Hearing and adopt resolution approving the Final Engineer's Report, confirming formation of Landscaping and Lighting District No. 21, and authorizing the levy and collection of assessments for Fiscal Year 2026-27
Resolution No. 11877

   City Manager Benoun provided introductory remarks and project background.

   Senior Project Analyst Anthony Hernandez of Francisco & Associates presented the report. Mayor Hannon opened the public hearing.

   No one from the audience requested to speak.

   Mayor Hannon closed the public hearing.

   City Clerk Salwan opened the ballot and announced the vote in favor of the formation of Landscaping and Lighting District No. 21.

   Vice Mayor Jorgens moved, and Council Member Catancio seconded, to adopt the resolution confirming formation of Landscaping and Lighting District No. 21, and authorizing the levy and collection of assessments for Fiscal Year 2026-27. The motion passed, 5 AYES.

F. OTHER BUSINESS

1. Provide direction regarding proposed ballot measure to modernize and streamline the City's existing Business License Tax

   City Manager Benoun gave the presentation. The presentation is on file with the City Clerk.

Public Comments

Arteaga's Food Center Owner Lupe Lopez urged reconsideration of the proposed Business License Tax increase for grocery stores and small businesses and requested alternative solutions.

Bay East Association of Realtors representative David Stark requested continued business community outreach, transparency, and additional information regarding the proposed Business License Tax changes.

Council Members asked clarifying questions and held discussion regarding the project.

Council directed staff to explore a lower tax rate for the General/Retail business category while maintaining City revenue neutrality and to evaluate a separate lower tax category for grocery businesses. These options will be presented along with option two presented tonight that included a higher manufacturing rate and a lower property rental rate than option one.

G. CITY MANAGER UPDATES

City Manager Benoun announced:

1. Groovin' at the Grove, Friday, 5:00 p.m. - 7:30 p.m. at Shirley Sisk Grove.
2. The Candidate Nomination Period for the November 3, 2026 General Municipal Election opens July 13, 2026. To pull nomination papers, please contact City Clerk Neetu Salwan at 510-578-4266 or neetu.salwan@newarkca.gov.
3. Mariachi Festival, Sunday, July 19, 1:00 p.m. – 5:00 p.m. at Shirley Sisk Grove.
4. Take the City's Survey Shape Newark's Parks and Open Spaces at www.newarkca.gov/openspaceelement by August 7.
   Public review is open for the proposed Cherry Street Housing Development (Harvest at Newark) and closes July 13 at 5:00 p.m.

H. CITY COUNCIL MATTERS

Council Member Catancio reported on the successful July 4 celebration, attended the pancake breakfast, encouraged residents to shop Newark, and shared that she recently celebrated her 25th wedding anniversary.

Council Member Little announced the Newark Recreation, Sport and Wellness Fair on August 29, highlighting opportunities for residents to connect with local programs promoting physical, mental, and social wellness. She also shared reflections from her visit to Pearl Harbor and honored the sacrifices of service members.

Council Member Grindall thanked Council Member Little for her remarks and wished everyone a wonderful Fourth of July, emphasizing the importance of remembering the significance of the holiday.

Vice Mayor Jorgens shared historical reflections on Newark's history, highlighting the area's connection to the Ohlone people in 1776 and its role as part of Rancho Potrero de los Cerritos during the 1850 California statehood period. He recognized the contributions of those who shaped the community over time.

Mayor Hannon announced the Vice Mayor's historical walking tour scheduled for Saturday at 11:00 a.m., beginning at the corner of Rich Avenue and Sycamore Street, and encouraged residents to

participate. He also emphasized the importance of honoring those who sacrificed for today's freedoms.

I. CLOSED SESSION

1. Conference with Legal Counsel – Worker's Compensation Claim
Pursuant to California Government Code Section 54956.95
Claimant: Adeceli Kovach
City of Newark Claim No. NEW-1376

No one from the public requested to speak.

Mayor Hannon recessed to Closed Session at 10:04 p.m.

At 10:11 p.m., the City Council convened in Closed Session.

At 10:23 p.m., the City Council reconvened in Open Session.

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 10:23 p.m.

_____
Neetu Salwan, City Clerk

CITY OF NEWARK
CITY COUNCIL MEETING MINUTES

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

DRAFT MINUTES

Thursday, July 9, 2026
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:01 p.m. Vice Mayor Jorgens, Council Members Grindall, Catancio, and Little were present.

Item B.2 was taken out of order and heard before Item B.1.

Item C Public Comments was taken out of order and heard before Item B.4.

B. PRESENTATIONS

2. Recognizing the State of California's 175th and the United States of America's 250th Anniversaries

The Mayor and Council Members signed the proclamation.

1. Commending Saheli - Protecting Our Daughters, in Partnership with Guru Nanak Global Foundation and ROARR 4 Change.

Mayor Hannon presented a commendation to Sukhdev Singh, who accepted it on behalf of Baljit Singh, Chancellor and Chairman of Guru Nanak Dev Global University.

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Mayor Hannon called a recess at 8:23 p.m. The meeting resumed at 8:31 p.m.

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Resolution No. 11876

City Manager Benoun provided introductory remarks and project background.

Senior Project Analyst Anthony Hernandez of Francisco & Associates presented the report.

Mayor Hannon opened the public hearing.

No one from the audience requested to speak.

Mayor Hannon closed the public hearing.

Council Member Little moved, and Council Member Grindall seconded, to adopt the resolution confirming diagrams and assessments and the levying and collection of assessments for Landscaping and Lighting Districts Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, 19 and 20 for Fiscal Year 2026-27. The motion passed, 5 AYES.

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   Mayor Hannon conducted an informal poll of the Council. Mayor Hannon, Vice Mayor Jorgens, and Council Members Catancio and Little supported and Council Member Grindall opposed directing ~~Council directed~~ staff to explore a lower tax rate for the General/Retail business category while maintaining City revenue neutrality and to evaluate a separate lower tax category for grocery businesses. These options will be presented along with option two presented tonight that included a higher manufacturing rate and a lower property rental rate than option one.

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