CITY OF NEWARK
CITY COUNCIL

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

AGENDA

Thursday, July 25, 2019

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

A. ROLL CALL

B. MINUTES

B.1 Approval of Minutes of the City Council meeting of July 11, 2019. (MOTION)

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

C.2 Presentation of plaques to the Dog Park Naming Contest winners. (PRESENTATION)

C.3 Proclaiming July as Parks and Recreation Month. (PROCLAMATION)

C.4 Commending Eagle Scouts Rahul Sharma and Chance Hefter. (COMMENDATIONS)

C.5 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival. (PROCLAMATION)

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

E. 1 Hearing to consider a Conditional Use Permit to allow installation of a new 50 foot tall monopole communication tower located at 6590 Central Avenue – from Acting Community Development Director Interiano. (RESOLUTION)

E.2 Hearing to consider property owners' objections and confirmation of the Superintendent of Streets' report concerning weed abatement assessments – from Assistant Maintenance Superintendent Hornbeck. (MOTION)(RESOLUTION)

E.3 Hearing to consider establishment of an Underground Utility District on Newark Boulevard between Fair Avenue and Bellhaven Avenue (Newark Underground District No. 15) – from Public Works Director Fajeau. (RESOLUTION)

E.4 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 1 – from Public Works Director Fajeau. (RESOLUTION)

E.5 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 2 – from Public Works Director Fajeau. (RESOLUTION)

E.6 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 4 – from Public Works Director Fajeau. (RESOLUTION)

E.7 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 6 – from Public Works Director Fajeau. (RESOLUTION)

E.8 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 7 – from Public Works Director Fajeau. (RESOLUTION)

E.9 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 13 – from Assistant City Engineer Fajeau. (RESOLUTION)

E.10 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 15 – from Public Works Director Fajeau. (RESOLUTION)

E.11 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 16 – from Public Works Director Fajeau. (RESOLUTION)

E.12 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 17 – from Public Works Director Fajeau. (RESOLUTION)

E.13 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 18 – from Public Works Director Fajeau. (RESOLUTION)

E.14 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 19 – from Public Works Director Fajeau. (RESOLUTION)

E.15 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 10 – from Public Works Director Fajeau. (RESOLUTION)

E.16 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 11 – from Public Works Director Fajeau. (RESOLUTION)

F. CITY MANAGER REPORTS - NONCONSENT

F.1 Authorization for financing the New Civic Center Project, including approving: lease financing documents related to the offering and sale of certificates of participation; and an amended and restated debt management policy – from Finance Manager Lee. (RESOLUTIONS – 2)

F.2 Authorization for the City Manager to execute a professional agreement with Tyler Technologies New World for the purchase of an Enterprise Resource Planning (ERP) System and related implementation services and project management services – Finance Manager Lee. (RESOLUTION)

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Presentation of the Measure GG Transaction and Use Tax Oversight Committee Annual Report – City Clerk Harrington.

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.

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AGENDA

Thursday, July 25, 2019

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

CITY COUNCIL:

Alan L. Nagy, Mayor

Sucy Collazo, Vice Mayor

Luis L. Freitas

Michael K. Hannon

Mike Bucci

CITY STAFF:

David J. Benoun
City Manager

Michael Carroll
Police Chief

Soren Fajeau
Public Works Director

David Zehnder
Recreation and Community Services Director

Sandy Abe
Human Resources Director

Kristopher J. Kokotaylo
Interim City Attorney

Krysten Lee
Finance Manager

Arturo Interiano
Acting Community Dev. Dir.

Sheila Harrington
City Clerk

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

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

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

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

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

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

City Council meetings are cablecast live on government access channel 26 and streamed at http://newarkca.pegsteam.com.
Agendas are posted pursuant to Government Code Section 54954.2. Supporting materials are available at the Newark Library, in the City Clerk's office or at www.newark.org on the Monday preceding the meeting. For those persons requiring hearing assistance, or other special accommodations, please contact the City Clerk two days prior to the meeting.

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Minutes

Thursday, July 11, 2019

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

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:30 p.m. Present were Council Members Hannon, Freitas, and Bucci. Council Member Collazo was noted absent.

B. MINUTES

B.1 Approval of Minutes of the City Council meetings of June 20 and June 27, 2019. MOTION APPROVED

Council Member Hannon moved, Council Member Bucci seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 4 AYES, 1 ABSENT.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

Mayor Nagy introduced Community Engagement Manager Jada Chiu and Community Service Officer Terence Lau who each recently joined the Police Department.

C.2 Commending Dispatcher of the Year Dawn Paige.

Mayor Nagy presented a commendation to Dawn Paige who was selected as Dispatcher of the Year for the second year in a row.

C.3 Commending the Saint Edward School Science Fair Team.

Mayor Nagy presented a commendation to the Saint Edward School Science Fair team of Catalina Interiano, Johanna Perez, and Science Teacher Yvette Cardenas. They received the Director's Award for Most Innovative Alternative Energy Project at the California Science and Engineering Fair.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Council Member Bucci moved, Council Member Hannon seconded, to approve Consent Calendar Items F.1 through F.6, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 4 AYES, 1 ABSENT.

CONSENT

F.1 Authorization for the Interim City Attorney to execute a Certification and Mutual Indemnification Agreement with the County of Alameda.
RESOLUTION NO. 10952
CONTRACT NO. 19037

F.2 Approval of Lease and Maintenance Agreements with KBA Docusys for citywide Multifunction Copier/Scanner/Printers. **RESOLUTION NO. 10953**
CONTRACT NO. 19038

F.3 Authorizing the Mayor to execute a Contractual Equipment and Services Agreement with Ross Recreation Equipment Co., Inc. for the purchase of Recycled Plastic Content Picnic Tables, Benches and Trash Containers for Mel Nunes Sportsfield Park and NewBark Dog Park, and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020 . **RESOLUTION NO. 10954**
CONTRACT NO. 19039

F.4 Authorizing the City Manager to execute a Contractual Services Agreement with 3QC, Inc. to provide commissioning services for the New Civic Center, Project 1188 and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020.
RESOLUTION NO. 10955
CONTRACT NO. 17014

F.5 Authorizing the City Manager to execute a Contractual Services Agreement with Geocon Consultants, Inc. to provide additional geotechnical services for the New Civic Center, Project 1188 and amending the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2019-2020. **RESOLUTION NO. 10956**
CONTRACT NO. 17014

F.6 Authorization for the Mayor to execute an agreement with the County of Alameda for participation in the Alameda County Urban County for the Community Development Block Grant (CDBG) Program for fiscal year 2019-2020.
RESOLUTION NO. 10957
CONTRACT NO. 19040

NONCONSENT

F.7 Approval and adoption of: 1) the Memorandum of Understanding with the Newark Association of Miscellaneous Employees; 2) the Memorandum of Understanding with the Newark Police Association; 3) the Memorandum of Understanding with the Newark Police Management Association; 4) the Compensation and Benefit Plan for the Confidential Employee Group; and 5) the Compensation and Benefit Plan for the City Officials, Management, Supervisory, and Professional Employee Group.
RESOLUTION NOS. 10958 -10962

City Manager Benoun recommended a general salary increase of 1.5% on July 1 of 2019, 2020, and 2021 (may reopen salary increase in 2021 if revenues decrease by $1.24 million). An increase to the City's contribution to employee's medical, dental, and vision benefits in 2019, that would increase by 2 percent in 2020 and 2021. A one-time off-salary-schedule lump sum payment of $1,000, pro-rated for part-time employees. He noted that there were other miscellaneous revisions to the various group agreements. He noted that the salary and benefit changes would apply to the City Manager and the Executive Team too. The NPA, NPMA, and Confidential agreements were slightly revised after distribution (revisions on file with City Clerk).

Council Member Freitas moved, Council Member Bucci seconded to adopt resolutions, with the revisions to the NPA, NPMA and Confidential agreements: 1) the Memorandum of Understanding with the Newark Association of Miscellaneous Employees; 2) the Memorandum of Understanding with the Newark Police Association; 3) the Memorandum of Understanding with the Newark Police Management Association; 4) the Compensation and Benefit Plan for the Confidential Employee Group; and 5) the Compensation and Benefit Plan for the City Officials, Management, Supervisory, and Professional Employee Group. The motion passed, 4 AYES, 1 ABSENT.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Appointment to the Planning Commission. RESOLUTION NO. 10963

Mayor Nagy recommended the appointment of John Becker to fill the unexpired term of Bernie Nillo.

Council Member Freitas moved, Council Member Hannon seconded to, by resolution, approve the appointment of John Becker to the Planning Commission for a term to expire on December 31, 2021. The motion passed, 4 AYES, 1 ABSENT.

The entire City Council congratulated John Becker on his appointment to the Planning Commission. They thanked Bernie Nillo, who died in May, for this service.

Council Member Hannon thanked the Alameda County Fire Department for the Fourth of July pancake fundraiser.

Council Member Freitas congratulated City Manager Benoun for negotiating a three year contract with the employee groups.

Council Member Bucci stated that he and Mayor Nagy dropped off history of Newark and Recreation Guides to welcome the residents in the new neighborhoods.

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

K. ORAL COMMUNICATIONS

Jason Miguel asked if there were any plans to offer internship opportunities for recent college graduates.

Mayor Nagy stated that the City of Berkeley has an intern program.

City Manager Benoun stated that the City Hall building has no room for additional staff. He offered to meet with Mr. Miguel.

L. APPROPRIATIONS

Approval of Audited Demands. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 118071 to 118204.

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

M. CLOSED SESSION

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 8:02 p.m.

C.1 Introduction of employees.

Background/Discussion – Aquatics Coordinator Stacy Burton and Associate Planner James Bergantino recently joined the City of Newark. They will be introduced at the City Council meeting.

C.2 Presentation of plaques to the Dog Park Naming Contest winners.

(PRESENTATION)

Background/Discussion – At the June 13, 2019 City Council meeting, the City Council selected NewBark Dog Park as the name of the new off-leash dog park to be located within Newark Community Park.

Elizabeth Macris, Jessica Brown, Gabriella Mitchell, Heather Garcia, Carina Rodriguez, Belen Verduzco, and Elwood Ballard each submitted a version of the NewBark Dog Park name and have been invited to attend the City Council meeting to be recognized and celebrated.

C.3 Proclaiming July as Parks and Recreation Month. (PROCLAMATION)

Background/Discussion – Parks and recreation have the power to strengthen communities, improve lives, and protect the future. The City of Newark will celebrate the impact of parks and recreation in our community by issuing a proclamation.

C.4 Commending Eagle Scouts Rahul Sharma and Chance Hefter.

(COMMENDATIONS)

Background/Discussion – Rahul Sharma and Chance Hefter of the Mission Peak District of the Boy Scouts of America, Troop 186, have each been awarded the rank of Eagle Scout. In recognition of this achievement, each Eagle Scout will receive a commendation at the City Council Meeting

C.5 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival. (PROCLAMATION)

Background/Discussion – The Portuguese Fraternal Society of America Council 16 will celebrate the annual Holy Ghost Festival and their anniversary in the City of Newark. A representative from the Portuguese Fraternal Society will be at the City Council to accept a proclamation.

E. 1 Hearing to consider a Conditional Use Permit to allow installation of a new 50 foot tall monopole communication tower located at 6590 Central Avenue – from Acting Community Development Director Interiano. (RESOLUTION)

Background/Discussion – The City has received an application from Precision SD, on behalf of the Sprint Corporation, to replace existing wireless communication equipment from an existing silo to a new monopole. The property is located at 6590 Central Avenue in the General Industrial zoning district, which requires a Conditional Use Permit (CUP) for a telecommunication monopole.

The property is the site of the new Mission Linen Supply plant, which opened in 2018. As part of the redevelopment of this property, Mission Linen Supply built a new LEED-certified building in addition to remodeling two existing buildings along Cherry Street. As part of the development, existing wireless communication equipment remained on a large silo which is no longer needed. A CUP (Resolution 1469) originally approved the existing wireless equipment in 1999 for the Nextel Communications Company.

The applicant is proposing to install a new 50 foot tall monopole communication tower that would include the following equipment:

- (1) Microwave Antenna;
- (6) Panel Antennas;
- (9) Remote Radio Heads (RRH's) and associated cables;
- Replace existing radio and Battery Cabinets; and
- Install Cable Tray/Ice Bridge from existing equipment shelter.

The telecommunication monopole would be located approximately in the same area where the large silo currently exists, between the Mission Linen buildings and the Pabsco Gysum manufacturing plant, approximately 267 feet west of Cherry Street. Due to the placement of the telecommunication monopole between two industrial operations and the distance from residential areas (approximately 375 feet), the structure does not appear to necessitate a stealth component. However, staff is requesting that screening be provided along Cherry Street. Specifically two 36" box (approximately 9'-11' at planting) redwood trees will be required, which at maturity will grow at least 40 feet and largely screen the view of the telecommunication monopole from the existing residential neighborhood to the east (see attached photo simulations). In addition, staff recommends that the existing chain link fence be required to remain.

Given the importance of communication for our businesses and residents, staff recommends approval of the proposed application with associated conditions outlined in the attached resolution.

Per Zoning Code Section 17.35.060, a CUP shall only be approved if certain findings listed below are made. The findings given in the draft resolution of approval contains language that comes from the Newark Zoning Code, and is supported by application materials on file. The findings are in *italics* below and staff's response comments are below each finding:

Required Findings

A. *The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this Ordinance and all other titles of the Municipal Code;*

Telecommunication towers in the General Industrial zoning district require a CUP for non-stealth facilities. The telecommunication monopole meets all other zoning regulations.

B. *The proposed use is consistent with the General Plan and any applicable specific plan*;

The General Industrial zoning district is consistent with the General Plan land use policies and allows a telecommunication monopole to be installed with approval of a CUP.

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;*

The telecommunication equipment already exists in this location, therefore staff does not believe there will be any adverse impacts by replacing the silos with a telecommunication monopole. The nearest residential neighborhood is approximately 375 feet away and screening will be provided to obstruct the view of the telecommunication tower.

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*;

No additional demand of City's services is expected by the proposed application.

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 Ordinance;*

The property is zoned General Industrial and therefore requires a CUP but does not require the telecommunication tower to be stealth. Staff does not see the need to make this particular telecommunication monopole stealth due to the surrounding industrial uses and distance from the residential areas.

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;*

The new telecommunication tower is replacing existing silos that were used as a default telecommunication tower; therefore the location, size and operating characteristics will be less visible than the existing silos.

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.*

The existing site was determined to be suitable when the original permit was approved by the City in 1999. Staff does not see any additional site constraints at this time.

CEQA - This project is categorically exempt from the California Environmental Quality Act (CEQA) per section 15302, Class 2, replacement or reconstruction.

Update – On June 25, 2019, the Planning Commission approved Resolution No. 1980, recommending City Council approve a resolution to allow a telecommunication monopole at 6590 Central Ave.

Attachments – Resolution, Exhibit A - Site Plan, Exhibit B - Photo Simulations

Action – Staff recommends that the City Council, by resolution, approve U-19-2, a conditional use permit, to allow replacement communication equipment with a monopole telecommunication tower located at 6590 Central Avenue.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING U-19-2, A CONDITIONAL USE PERMIT, TO ALLOW REPLACEMENT OF COMMUNICATION EQUIPMENT WITH A MONOPOLE TELECOMMUNICATION TOWER LOCATED AT 6590 CENTRAL AVENUE

WHEREAS, Sprint has filed with the City of Newark, an application for U-19-2, a conditional use permit, to allow replacement of communication equipment with a new monopole telecommunication tower located at 6590 Central Avenue; and

WHEREAS, pursuant to Municipal Code Section 17.31.060, a public hearing notice was published in The Tri City Voice on July 9, 2019 and mailed as required, and the City Council held a public hearing on said application at 7:30 p.m. on July 25, 2019 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.35 (Use Permits), Section 17.35.060 (Required Findings), the Planning Commission at its June 25, 2019 meeting made the following findings:

A. The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this Ordinance 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 Ordinance;
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;
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.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves this application, subject to compliance with the following conditions:

Planning Division

a) Screening shall be provided along Cherry Street. The screening shall consist of two 36" box Redwood (Aptos Blue) trees that shall have the ability to grow up to 40 feet at maturity. The trees shall be required to be planted before the connection of the power supply to the telecommunication tower.
b) The developer shall cooperate in the sitting of equipment and antennas to accommodate the maximum number of operators at a given site where found by the City to be feasible and aesthetically desirable.
c) The antennas shall be installed as close to the monopole as possible.
d) The antennas and any exposed antenna attachments including, but not limited to, mounting brackets, cable and cable covers shall be painted to match their respective adjoining surfaces, as approved by the Community Development Director.
e) The equipment shelter shall utilize materials and colors that match and/or complement the other buildings on the property, as approved by the Community Development Director.
f) The wireless telecommunication facility shall be maintained in a neat, presentable, and satisfactory condition that is acceptable to the Community Development Director.
g) Any vehicle or portable building brought on the site during construction shall remain graffiti-free.
h) All construction within the project area shall abide by the City of Newark Noise Ordinance.
i) Building permits shall be required for proposed modifications.
j) All equipment associated with this wireless telecommunications facility shall be removed within 30 days of the discontinuation of the use and the site shall be restored to its original, pre-construction condition. The applicant shall provide the City with a notice of intent to vacate the site a minimum of 30 days prior to the vacation.

Engineering

k) Any work within Cherry Street or Central Avenue right-of-way requires issuance of a City of Newark Encroachment Permit prior to the issuance of a building permit. During the building permit review, the plans shall show point of connections to existing power for the new antenna, cabinets, and battery racks.
l) There are 2 (two) existing bioretentions located in close proximity of the proposed antenna. The existing bioretentions shall not be disturbed or the area graded such that it impacts the drainage flow into the bioretentions. The building plan set shall identify the limits of the bioretention areas, indicate a note to install orange fencing around the bioretention to protect the area, and a note to not disturb the grading in the area. Additionally, any contamination of the bioretention media soil from the project during construction will require removal and replacement of the contaminated soil prior to building permit final.
m) It appears that a roof downspout very close to the new antenna location is piped into the bioretention area. The building plan set shall identify its existing location and a note to protect it in place during the construction work.

General

n) All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission review and, if so decided, said changes shall be submitted for the Commission's review and decision. The applicant shall pay the prevailing fee for each additional separate submittal of project exhibits requiring Planning Commission review and approval.

o) If any condition of this conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.

p) The applicant hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.

q) In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this project, the applicant shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the applicant (which shall be the same counsel used by applicant) and reasonably approved by the City. Applicant's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.

r) The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby further notified that the 90-day approval period in which the applicant may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the applicant fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

PROJECT NAME: ANTENNA RELOCATION

SITE NAME: CHERRY INDUSTRIAL

CASCADE #: SF52XC168

SITE ADDRESS: 6590 CENTRAL AVENUE NEWARK, CA

SITE TYPE: NEW MONOPOLE

SITE INFORMATION

SITE ADDRESS:
6590 CENTRAL AVENUE
NEWARK, CA

PROPERTY OWNER:
BEMIS COMPANY - MILPRINT DIVISION

6590 CENTRAL AVENUE
NEWARK, CA 94560
PH: (510) 797-3710

SITE ACQUISITION:
PRECISION SITE DEVELOPMENT LLC
1524 RAINBOW TROUT STREET
ROSEVILLE, CA 95747
contact: JEREMY JORDAN
ph: (916) 918-9322
email: jeremy@precisionSD.com

ZONING MANAGER:
PRECISION SITE DEVELOPMENT LLC
1524 RAINBOW TROUT STREET
ROSEVILLE, CA 95747
contact: JEREMY JORDAN
ph: (916) 918-9322
email: jeremy@precisionSD.com

CONSTRUCTION MANAGER:
SPRINT
12657 ALCOSTA BLVD, SUITE 300
SAN RAMON, CA 94583
contact: MOISES PALACIOS
ph: (925) 380-2223
email: moises.palacios@sprint.com

ARCHITECT:
BORGES ARCHITECTURAL GROUP, INC.
1478 STONE POINT DRIVE, SUITE 350
ROSEVILLE, CA 95661
contact: Matthew T. Dougherty
ph: (916) 782-7200
email: matthew@borgesarch.com

STRUCTURAL ENGINEER:
NORM SCHEEL STRUCTURAL ENGINEER
5022 SUNRISE BLVD.
FAIR OAKS, CA 95628
contact: NORMAN SCHEEL, S.E., F ASCE, F SEAOC,LEED AP BD+C, LEED AP HOMES
ph: (916) 536-9585

APPLICANT:
SPRINT
12657 ALCOSTA BLVD, SUITE 300
SAN RAMON, CA 94583

COUNTY:
ALAMEDA COUNTY

ZONING JURISDICTION:
CITY OF NEWARK

ZONING DISTRICT:
CITY OF NEWARK

APN:
092A-2165-013-03

DEED BOOK PAGE:
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LATITUDE (NAD83):
37° 31' 37.46" N (NAD83)

LONGITUDE (NAD83):
122° 01' 28.39" W (NAD83)

GROUND ELEVATION: +/- 20.5' AMSL

DISABLED ACCESS REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, ACCESSIBILITY REQUIREMENTS ARE NOT REQUIRED, IN ACCORDANCE WITH CALIFORNIA BUILDING CODE, CODE OF REGULATIONS, TITLE 24, PART 2, VOLUME 1, CHAPTER 11B, DIVISION 2, SECTION 11B-203.5

NOTE:

NO PLUMBING ON SITE

SPECIAL INSPECTIONS

POST INSTALLED ANCHORS

AREA MAP

DRIVING DIRECTIONS: 12657 ALCOSTA BLVD. SAN RAMON, CA, 94583

1. DEPART ALCOSTA BLVD TOWARD BISHOP RANCH FIFTEEN
2. TURN RIGHT ONTO BOLLINGER CANYON RD
3. TAKE RAMP RIGHT FOR I-680 SOUTH TOWARD SAN JOSE
4. AT EXIT 14, TAKE RAMP RIGHT AND FOLLOW SIGNS FOR AUTO MALL PKWY / DURHAM ROAD
5. TURN LEFT ONTO AUTO MALL PKWY
6. TAKE RAMP RIGHT FOR I-880 NORTH TOWARD OAKLAND
7. AT EXIT 17, TAKE RAMP RIGHT FOR MOWRY AVENUE TOWARD CENTRAL FREMONT
8. TURN LEFT ONTO MOWRY AVE
9. TURN RIGHT ONTO CHERRY ST
10. TURN LEFT ONTO CENTRAL AVE
11. ARRIVE AT CENTRAL AVE
12. 6590 CENTRAL AVE, NEWARK, CA 94560 ON LEFT

APPLICABLE CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1) 2016 CALIFORNIA ADMINISTRATIVE CODE, CHAPTER 10, PART 1, TITLE 24 CODE OF REGULATIONS
2) 2016 CALIFORNIA BUILDING CODE (CBC) WITH CALIFORNIA AMENDMENTS, BASED ON THE 2015 IBC (PART 2, VOL 1-2)
3) 2016 CALIFORNIA RESIDENTIAL CODE (CRC) WITH APPENDIX H, PATIO COVERS, BASED ON THE 2015 IRC (PART 2.5)
4) 2016 CALIFORNIA GREEN BUILDINGS STANDARDS CODE (CALGREEN) (PART 11) (AFFECTED ENERGY PROVISIONS ONLY
5) 2016 CALIFORNIA FIRE CODE (CFC), BASED ON THE 2015 IFC, WITH CALIFORNIA AMENDMENTS (PART 9)
6) 2016 CALIFORNIA MECHANICAL CODE (CMC), BASED ON THE 2015 UMC (PART 4)
7) 2016 CALIFORNIA PLUMBING CODE (CPC), BASED ON THE 2015 UPC (PART 5)
8) 2016 CALIFORNIA ELECTRICAL CODE (CEC) WITH CALIFORNIA AMENDMENTS, BASED ON THE 2015 NEC (PART 3)
9) 2016 CALIFORNIA ENERGY CODE (CEC)
10) ANSI / EIA-TIA-222-H
11) 2015 NFPA 101, LIFE SAFETY CODE
12) 2016 NFPA 72, NATIONAL FIRE ALARM CODE
13) 2016 NFPA 13, FIRE SPRINKLER CODE

PROJECT DESCRIPTION

1. RELOCATE (E) SPRINT ANTENNAS AND ASSOCIATED EQUIPMENT FROM (E) SILOS TO (P) 50' MONOPOLE
2. EQUIPMENT TO INCLUDE (1) MICROWAVE ANTENNA, (6) PANEL ANTENNAS, (9) RRH's AND ASSOCIATED CABLES.
3. REPLACE (E) RADIO AND BATTERY CABINETS INSIDE (E) EQUIPMENT SHELTER WITH (P) RADIO AND BATTERY CABINETS
4. INSTALL CABLE TRAY/ICE BRIDGE FROM (E) EQUIPMENT SHELTER TO (P) 50' MONOPOLE

NOTES:

1. ALL CONSTRUCTION WITHIN THE PROJECT AREA SHALL BE LIMITED TO 8:00 AM TO 6:00 PM MONDAY THROUGH FRIDAY, UNLESS ALTERNATIVE HOURS ARE APPROVED BY THE NEWARK BUILDING OFFICIAL. CONSTRUCTION EQUIPMENT, INCLUDING COMPRESSORS, GENERATORS AND MOBILE EQUIPMENT SHALL BE FITTED WITHIN HEAVY DUTY MUFFLERS DESIGNED TO REDUCE NOISE IMPACTS.
2. NO WORK PROPOSED WITHIN CHERRY STREET OR CENTRAL AVENUE RIGHT-OF-WAY.

DRAWING INDEX

SHEET NO:	SHEET TITLE
T-1	TITLE SHEET & PROJECT DATA
C-1	SITE SURVEY
A-1.1	OVERALL SITE PLAN
A-1.2	ENLARGED SITE PLAN
A-2.1	ENLARGED EQUIPMENT LAYOUTS
A-2.2	ENLARGED ANTENNA LAYOUTS
A-3.1	ELEVATIONS
A-3.2	ELEVATIONS
A-4	EQUIPMENT DETAILS

Sprint
12657 Alcosta Blvd., Suite 300
San Ramon, CA 94583

PRECISION
5098 FOOTHILLS BLVD, STE 3-119
ROSEVILLE, CA 95747

Borges ARCHITECTURAL GROUP
borgesarch.com
1478 STONE POINT DRIVE, SUITE 350
ROSEVILLE CA 95661
916 782 7200 TEL
916 773 3037 FAX

PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
B	4/15/2019	100% ZD REV.1
A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p1

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SF52XC168

Cherry Industrial

6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE

TITLE SHEET & PROJECT DATA

SHEET NUMBER

T-1

Plot Date: 4/15/2019 9:43:55 AM File Name: T-16503-Precision Site Development LLC-SF52XC168-CS Cherry Industrial Street Building A 11 Bin-Sheet & Project Data.dwg Plotted By: Dave Estrada/Bo

THESE OUTLINE SPECIFICATIONS IN CONJUNCTION WITH THE SPRINT STANDARD CONSTRUCTION SPECIFICATIONS, INCLUDING CONTRACT DOCUMENTS AND THE CONSTRUCTION DRAWINGS DESCRIBE THE WORK TO BE PERFORMED BY THE CONTRACTOR.

SECTION 01 100 - SCOPE OF WORK

THE WORK:
SHALL COMPLY WITH APPLICABLE NATIONAL CODES AND STANDARDS, LATEST EDITION, AND PORTIONS THEREOF.

PRECEDENCE:
SHOULD CONFLICTS OCCUR BETWEEN THE STANDARD CONSTRUCTION SPECIFICATIONS FOR WIRELESS SITES INCLUDING THE STANDARD CONSTRUCTION DETAILS FOR WIRELESS SITES AND THE CONSTRUCTION DRAWINGS, THE MORE STRINGENT REQUIREMENT SHALL TAKE PRECEDENCE.

SITE FAMILIARITY:
CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.

ON-SITE SUPERVISION:
THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

DRAWINGS, SPECIFICATIONS AND DETAILS REQUIRED AT JOBSITE:
THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN A FULL SET OF THE CONSTRUCTION DRAWINGS AT THE JOBSITE FROM MOBILIZATION THROUGH CONSTRUCTION COMPLETION.

A. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. PROVIDE ALL MATERIALS AND LABOR AS REQUIRED TO PROVIDE A COMPLETE AND FUNCTIONING SYSTEM. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.

B. CONTRACTOR SHALL NOTIFY SPRINT CONSTRUCTION MANAGER OF ANY VARIATIONS PRIOR TO PROCEEDING WITH THE WORK.DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS NOTED OTHERWISE. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.

C. MARK THE FIELD SET OF DRAWINGS IN RED, DOCUMENTING ANY CHANGES FROM THE CONSTRUCTION DOCUMENTS.

METHODS OF PROCEDURE (MOPS) FOR CONSTRUCTION:
CONTRACTOR SHALL PERFORM WORK AS DESCRIBED IN THE FOLLOWING INSTALLATION AND COMMISSIONING MOPS.

A. TOP HAT
B. HOW TO INSTALL A NEW CABINET
C. BASE BAND UNIT IN EXISTING UNIT
D. INSTALLATION OF BATTERIES
E. INSTALLATION OF HYBRID CABLE
F. INSTALLATION OF RRU'S
G. CABLING
H. TS-0200 REV 4 - ANTENNA LINE ACCEPTANCE STANDARDS
I. SPRINT CELL SITE ENGINEERING NOTICE - EN 2012-001, REV 1.
J. COMMISSIONING MOPS

SECTION 01 200 - COMPANY FURNISHED MATERIAL AND EQUIPMENT

COMPANY FURNISHED MATERIAL AND EQUIPMENT IS IDENTIFIED ON THE RF DATA SHEET IN THE CONSTRUCTION DRAWINGS.

CONTRACTOR IS RESPONSIBLE FOR SPRINT PROVIDED MATERIAL AND EQUIPMENT TO ENSURE IT IS PROTECTED AND HANDLED PROPERLY THROUGHOUT THE CONSTRUCTION DURATION.

CONTRACTOR RESPONSIBLE FOR RECEIPT OF SPRINT FURNISHED EQUIPMENT AT CELL SITE OR CONTRACTORS LOCATION. CONTRACTOR TO COMPLETE SHIPPING AND RECEIPT DOCUMENTATION IN ACCORDANCE WITH COMPANY PRACTICE.

SECTION 01 300 - CELL SITE CONSTRUCTION CO.

NOTICE TO PROCEED:
NO WORK SHALL COMMENCE PRIOR TO COMPANY'S WRITTEN NOTICE TO PROCEED AND THE ISSUANCE OF WORK ORDER.

SITE CLEANLINESS:
CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH. AT THE COMPLETION OF THE WORK, CONTRACTOR SHALL REMOVE FROM THE SITE ALL REMAINING RUBBISH, IMPLEMENTS, TEMPORARY FACILITIES, AND SURPLUS MATERIALS.

SECTION 01 400 - SUBMITTALS & TESTS

ALTERNATES:
AT THE COMPANY'S REQUEST, ANY ALTERNATIVES TO THE MATERIALS OR METHODS SPECIFIED SHALL BE SUBMITTED TO SPRINTS CONSTRUCTION MANAGER FOR APPROVAL. SPRINT WILL REVIEW AND APPROVE ONLY THOSE REQUESTS MADE IN WRITING. NO VERBAL APPROVALS WILL BE CONSIDERED,

TESTS AND INSPECTIONS:

A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION TESTS, INSPECTIONS AND PROJECT DOCUMENTATION.

B. CONTRACTOR SHALL ACCOMPLISH TESTING INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. COAX SWEEPS AND FIBER TESTS PER TS-0200 REV 4 ANTENNA LINE ACCEPTANCE STANDARDS.

2. AGL, AZIMUTH AND DOWNTILT PROVIDE AN AUTOMATED REPORT UPLOADED TO SITERRA USING A COMMERCIAL MADE-FOR THE PURPOSE ELECTRONIC ANTENNA ALIGNMENT TOOL (AAT). INSTALLED AZIMUTH, CENTERLINE AND DOWNTILT MUST CONFORM WITH RF CONFIGURATION DATA

3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CORRECTIONS TO ANY WORK IDENTIFIED AS UNACCEPTABLE IN SITE INSPECTION ACTIVITIES AND/OR AS A RESULT OF TESTING.

4. ALL TESTING REQUIRED BY APPLICABLE INSTALLATION MOPS.

C. REQUIRED CLOSEOUT DOCUMENTATION INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING;

1. AZIMUTH, DOWNTILT, AGL FROM SUNSIGHT INSTRUMENTS - ANTENNALIGN ALIGNMENT TOOL (AAT)

2. SWEEP AND FIBER TESTS

3. SCANABLE BARCODE PHOTOGRAPHS OF TOWER TOP AND INACCESSIBLE SERIALIZED EQUIPMENT

4. ALL AVAILABLE JURISDICTIONAL INFORMATION

5. PDF SCAN OF REDLINES PRODUCED IN FIELD

6. A PDF SCAN OF REDLINE MARK-UPS SUITABLE FOR USE IN ELECTRONIC AS-BUILT DRAWING PRODUCTION

7. LIEN WAIVERS

8. FINAL PAYMENT APPLICATION

9. REQUIRED FINAL CONSTRUCTION PHOTOS

10. CONSTRUCTION AND COMMISSIONING CHECKLIST COMPLETE WITH NO DEFICIENT ITEMS

11. ALL POST NTP TASKS INCLUDING DOCUMENT UPLOADS COMPLETED IN SITERRA (SPRINTS DOCUMENT REPOSITORY OF RECORD).

12. CLOSEOUT PHOTOGRAPHS:

a PROVIDE PHOTOGRAPHS OF FINAL PROJECT PER THE FOLLOWING LIST. ADDITIONAL PHOTOGRAPHS MAY BE REQUIRED TO SUPPORT ACCEPTANCE PROCESSES

(i) BACK MAIN HYBRID CABLE ROUTE (MINIMUM TWO PHOTOS)

(ii) OF EACH ANTENNA AND RRU

(iii) MANUFACTURERS NAME TAG FOR ALL SERIALIZED EQUIPMENT

(iv) PULL AND DISTRIBUTION BOXES INTERMEDIATE BETWEEN RRU'S AND MMBS (DOOR OPEN)

(v) MMBS CABINET WITH DOOR OPEN SHOWING MODIFICATIONS

(vi) POWER CABINET, DOORS OPEN, BATTERIES INSTALLED

(vii) BREAK OUT CYLINDERS

(viii) ASR SIGNAGE FOR SPRINT OWNED TOWERS

(ix) RADIATION EXPOSURE WARNING SIGNS

(x) PHOTOGRAPH FROM EACH SECTOR FROM APPROXIMATELY RAD CENTER OF ANY NEW ANTENNA AT HORIZON.

b LOAD PHOTOS TO SITERRA PROJECT LIBRARY I5. IN I5 CREATE NEW CATEGORY; 2.5 DEPLOYMENT, AND SECTION; PERMANENT CONSTRUCTION. LABEL PHOTOS WITH SITE CASCADE AND VIEW BEING DEPICTED. CAMERAS USED TO TAKE PHOTOGRAPHS SHALL GPS ENABLED SUCH THAT THE GPS COORDINATES ARE INCLUDED IN THE PHOTO MEDIA-FILE INFORMATION.

COMMISSIONING:
PERFORM ALL COMMISSIONING AS REQUIRED BY APPLICABLE MOPS

INTEGRATION:
PERFORM ALL INTEGRATION ACTIVITIES AS REQUIRED BY APPLICABLE MOPS

SECTION 09 900 - PAINTING

QUALITY ASSURANCE:

A. COMPLY WITH GOVERNING CODES AND REGULATIONS. PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR THREE YEARS. USE EXPERIENCED INSTALLERS. DELIVER, HANDLE, AND STORE MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

B. COMPLY WITH ALL ENVIRONMENTAL REGULATIONS FOR VOLATILE ORGANIC COMPOUNDS.

MATERIALS:

A. MANUFACTURERS: BENJAMIN MOORE, ICI DEVOE COATINGS, PPG, SHERWIN WILLIAMS OR APPROVED EQUAL. PROVIDE PREMIUM GRADE, PROFESSIONAL-QUALITY PRODUCTS FOR COATING SYSTEMS

PAINT SCHEDULE:

A. EXTERIOR ANTENNAE AND ANTENNA MOUNTING HARDWARE: ONE COAT OF PRIMER AND TWO FINISH COATS. PAINT FOR ANTENNAE SHALL BE NON-METALLIC BASED AND CONTAIN NO METALLIC PARTICLES. PROVIDE COLORS AND PATTERNS AS REQUIRED TO MASK APPEARANCE OF ANTENNAE ON ADJACENT BUILDING SURFACES AND AS ACCEPTABLE TO THE OWNER. REFER TO ANTENNA MANUFACTURER'S INSTRUCTIONS WHENEVER POSSIBLE.

B. WATER TANKS: TOUCH UP - PREPARE SURFACES TO BE REPAIRED. FOLLOW INDUSTRY STANDARDS AND REQUIREMENTS OF OWNER TO MATCH EXISTING COATING AND FINISH.

PAINTING APPLICATION:

1. INSPECT SURFACES, REPORT UNSATISFACTORY CONDITIONS IN WRITING; BEGINNING WORK MEANS ACCEPTANCE OF SUBSTRATE.

2. COMPLY WITH MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS FOR PREPARATION, PRIMING AND COATING WORK. COORDINATE WITH WORK OF OTHER SECTIONS.

3. MATCH APPROVED MOCK-UPS FOR COLOR, TEXTURE, AND PATTERN. RE-COAT OR REMOVE AND REPLACE WORK WHICH DOES NOT MATCH OR SHOWS LOSS OF ADHESION.

4. CLEAN UP, TOUCH UP AND PROTECT WORK.

TOUCHUP PAINTING:

1. GALVANIZING DAMAGE AND ALL BOLTS AND NUTS SHALL BE TOUCHED UP AFTER TOWER ERECTION WITH “GALVANOX,” “DRY GALV,” OR “ZINC-IT.”

2. FIELD TOUCHUP PAINT SHALL BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS.

3. ALL METAL COMPONENTS SHALL BE HANDLED WITH CARE TO PREVENT DAMAGE TO THE COMPONENTS, THEIR PRESERVATIVE TREATMENT, OR THEIR PROTECTIVE COATINGS.

SECTION 11 700 - ANTENNA ASSEMBLY, REMOTE RADIO UNITS AND CABLE INSTALLATION

SUMMARY:
THIS SECTION SPECIFIES INSTALLATION OF ANTENNAS, RRU'S, AND CABLE EQUIPMENT, INSTALLATION, AND TESTING OF COAXIAL FIBER CABLE.

ANTENNAS AND RRU'S:
THE NUMBER AND TYPE OF ANTENNAS AND RRU'S TO BE INSTALLED IS DETAILED ON THE CONSTRUCTION DRAWINGS.

HYBRID CABLE:
HYBRID CABLE WILL BE DC/FIBER AND FURNISHED FOR INSTALLATION AT EACH SITE. CABLE SHALL BE INSTALLED PER THE CONSTRUCTION DRAWINGS AND THE APPLICABLE MANUFACTURER'S REQUIREMENTS.

JUMPERS AND CONNECTORS:
INSTALL 1/2" COAX JUMPER CABLES BETWEEN THE RRU'S AND ANTENNAS. JUMPERS FURNISHED BY SPRINT FOR INSTALLATION BY CONTRACTOR PER CURRENT SPRINT STANDARDS. JUMPERS BETWEEN THE RRU'S AND ANTENNAS OR TOWER TOP AMPLIFIERS SHALL CONSIST OF 1/2 INCH FOAM DIELECTRIC, OUTDOOR RATED COAXIAL CABLE, MIN LENGTH FOR JUMPER SHALL BE 10"-0".

REMOTE ELECTRICAL TILT (RET) CABLES: INSERT SPEC

MISCELLANEOUS:
INSTALL SPLITTERS, COMBINERS, FILTERS PER RF DATA SHEET, FURNISHED BY SPRINT.

ANTENNA INSTALLATION:
THE CONTRACTOR SHALL ASSEMBLE ALL ANTENNAS ONSITE IN ACCORDANCE WITH THE INSTRUCTIONS SUPPLIED BY THE MANUFACTURER. ANTENNA HEIGHT, AZIMUTH, AND FEED ORIENTATION INFORMATION SHALL BE A DESIGNATED ON THE CONSTRUCTION DRAWINGS.

A. THE CONTRACTOR SHALL POSITION THE ANTENNA ON TOWER PIPE MOUNTS SO THAT THE BOTTOM STRUT IS LEVEL. THE PIPE MOUNTS SHALL BE PLUMB TO WITHIN 1 DEGREE.

B. ANTENNA MOUNTING REQUIREMENTS: PROVIDE ANTENNA MOUNTING HARDWARE AS INDICATED ON THE DRAWINGS.

HYBRID CABLES INSTALLATION:

A. THE CONTRACTOR SHALL ROUTE, TEST, AND INSTALL ALL CABLES AS INDICATED ON THE CONSTRUCTION DRAWINGS AND IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

B. THE INSTALLED RADIUS OF THE CABLES SHALL NOT BE LESS THAN THE MANUFACTURER'S SPECIFICATIONS FOR BENDING RADII.

C. EXTREME CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE CABLES DURING HANDLING AND INSTALLATION.

1. FASTENING MAIN HYBRID CABLES: ALL CABLES SHALL BE PERMANENTLY FASTENED TO THE COAX LADDER AT 4'-0” OC USING NON-MAGNETIC STAINLESS STEEL CLIPS.

2. FASTENING INDIVIDUAL FIBER AND DC CABLES ABOVE BREAKOUT ENCLOSURE (MEDUSA), WITHIN THE MMBS CABINET AND ANY INTERMEDIATE DISTRIBUTION BOXES:

a. FIBER: SUPPORT FIBER BUNDLES USING ½” VELCRO STRAPS OF THE REQUIRED LENGTH @ 18” OC. STRAPS SHALL BE UV, OIL AND WATER RESISTANT AND SUITABLE FOR INDUSTRIAL INSTALLATIONS AS MANUFACTURED BY TEXTOL OR APPROVED EQUAL.

b. DC: SUPPORT DC BUNDLES WITH ZIP TIES OF THE ADEQUATE LENGTH. ZIP TIES TO BE UV STABILIZED, BLACK NYLON, WITH TENSILE STRENGTH AT 12,000 PSI AS MANUFACTURED BY NELCO PRODUCTS OR EQUAL.

3. FASTENING JUMPERS: SECURE JUMPERS TO THE SIDE ARMS OR HEAD FRAMES USING STAINLESS STEEL TIE WRAPS OR STAINLESS STEEL BUTTERFLY CLIPS.

4. CABLE INSTALLATION:

a. INSPECT CABLE PRIOR TO USE FOR SHIPPING DAMAGE, NOTIFY THE CONSTRUCTION MANAGER.

b. CABLE ROUTING: CABLE INSTALLATION SHALL BE PLANNED TO ENSURE THAT THE LINES WILL BE PROPERLY ROUTED IN THE CABLE ENVELOP AS INDICATED ON THE DRAWINGS. AVOID TWISTING AND CROSSOVERS.

c. HOIST CABLE USING PROPER HOISTING GRIPS. DO NOT EXCEED MANUFACTURES RECOMMENDED MAXIMUM BEND RADIUS.

Sprint
12657 Alcosta Blvd., Suite 300
San Ramon, CA 94583

PRECISION SITE DEVELOPMENT
5098 FOOTHILLS BLVD, STE 3-119
ROSEVILLE, CA 95747

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1478 STONE POINT DRIVE, SUITE 350
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916 782 7200 TEL
916 773 3037 FAX

PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
B	4/15/2019	100% ZD REV.1
A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p2

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SF52XC168

Cherry Industrial

6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-1

Plot Date:4/16/2019 9:44:03 AM File NameT:\2016\T-16503_Precision Site Development LLC\SF52XC168-45\SF52XC168 Cherry Industrial\Sheets\Building A\GN-1 GENERAL NOTES.dwg Plotted By:Dorel Gheorghiu

CONTINUE FROM SP-1

5. GROUNDING OF TRANSMISSION LINES: ALL TRANSMISSION LINES SHALL BE GROUNDED AS INDICATED ON DRAWINGS.

6. HYBRID CABLE COLOR CODING: ALL COLOR CODING SHALL BE AS REQUIRED IN TS 0200 REV 4.

7. HYBRID CABLE LABELING: INDIVIDUAL HYBRID AND DC BUNDLES SHALL BE LABELED ALPHA-NUMERICALLY ACCORDING TO SPRINT CELL SITE ENGINEERING NOTICE - EN 2012-001, REV 1

WEATHERPROOFING EXTERIOR CONNECTORS AND HYBRID CABLE GROUND KITS:

A. ALL FIBER & COAX CONNECTORS AND GROUND KITS SHALL BE WEATHERPROOFED.

B. WEATHERPROOFED USING ONE OF THE FOLLOWING METHODS. ALL INSTALLATIONS MUST BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND INDUSTRY BEST PRACTICES.

1. COLD SHRINK: ENCOMPASS CONNECTOR IN COLD SHRINK TUBING AND PROVIDE A DOUBLE WRAP OF 2" ELECTRICAL TAPE EXTENDING 2" BEYOND TUBING. PROVIDE 3M COLD SHRINK CXS SERIES OR EQUAL.

2. SELF-AMALGAMATING TAPE: CLEAN SURFACES. APPLY A DOUBLE WRAP OF SELF-AMALGAMATING TAPE 2" BEYOND CONNECTOR. APPLY A SECOND WRAP OF SELF-AMALGAMATING TAPE IN OPPOSITE DIRECTION. APPLY DOUBLE WRAP OF 2" WIDE ELECTRICAL TAPE EXTENDING 2" BEYOND THE SELF-AMALGAMATING TAPE.

3. 3M SLIM LOCK CLOSURE 716 OR OTHER SPRINT APPROVED WEATHER PROOFING ENCLOSURE.

4. OPEN FLAME ON JOB SITE IS NOT ACCEPTABLE

SECTION 11 800 - INSTALLATION OF MULTIMODAL BASE STATIONS (MMBS) AND RELATED EQUIPMENT

SUMMARY:

A. THIS SECTION SPECIFIES MMBS CABINETS, POWER CABINETS, AND INTERNAL EQUIPMENT INCLUDING BY NOT LIMITED TO RECTIFIERS, POWER DISTRIBUTION UNITS, BASE BAND UNITS, SURGE ARRESTORS, BATTERIES, AND SIMILAR EQUIPMENT FURNISHED BY THE COMPANY FOR INSTALLATION BY THE CONTRACTOR (OFCI).

B. CONTRACTOR SHALL PROVIDE AND INSTALL ALL MISCELLANEOUS MATERIALS AND PROVIDE ALL LABOR REQUIRED FOR INSTALLATION EQUIPMENT IN EXISTING CABINET OR NEW CABINET AS SHOWN ON DRAWINGS AND AS REQUIRE BY THE APPLICABLE INSTALLATION MOPS.

C. COMPLY WITH MANUFACTURERS INSTALLATION AND START-UP REQUIREMENTS

DC CIRCUIT BREAKER LABELING

A. LABEL CIRCUIT BREAKERS ACCORDING TO SPRINT CELL SITE ENGINEERING NOTICE - EN 2012-001, REV 1.

SECTION 26 100 - BASIC ELECTRICAL REQUIREMENTS

SUMMARY:
THIS SECTION SPECIFIES BASIC ELECTRICAL REQUIREMENTS FOR SYSTEMS AND COMPONENTS.

QUALITY ASSURANCE:

A. ALL EQUIPMENT FURNISHED UNDER DIVISION 26 SHALL CARRY UL LABELS AND LISTINGS WHERE SUCH LABELS AND LISTINGS ARE AVAILABLE IN THE INDUSTRY.

B. MANUFACTURERS OF EQUIPMENT SHALL HAVE A MINIMUM OF THREE YEARS EXPERIENCE WITH THEIR EQUIPMENT INSTALLED AND OPERATING IN THE FIELD IN A USE SIMILAR TO THE PROPOSED USE FOR THIS PROJECT.

C. MATERIALS AND EQUIPMENT: ALL MATERIALS AND EQUIPMENT SPECIFIED IN DIVISION 26 OF THE SAME TYPE SHALL BE OF THE SAME MANUFACTURER AND SHALL BE NEW, OF THE BEST QUALITY AND DESIGN, AND FREE FROM DEFECTS

SUPPORTING DEVICES:

A. ALL EQUIPMENT FURNISHED UNDER DIVISION 26 SHALL CARRY UL LABELS AND LISTINGS WHERE SUCH LABELS AND LISTINGS ARE AVAILABLE IN THE INDUSTRY.

B. MANUFACTURERS OF EQUIPMENT SHALL HAVE A MINIMUM OF THREE YEARS EXPERIENCE WITH THEIR EQUIPMENT INSTALLED AND OPERATING IN THE FIELD IN A USE SIMILAR TO THE PROPOSED USE FOR THIS PROJECT.

C. MATERIALS AND EQUIPMENT:
ALL MATERIALS AND EQUIPMENT SPECIFIED IN DIVISION 26 OF THE SAME TYPE SHALL BE OF THE SAME MANUFACTURER AND SHALL BE NEW, OF THE BEST QUALITY AND DESIGN, AND FREE FROM DEFECTS

SUPPORTING DEVICES:

A. MANUFACTURED STRUCTURAL SUPPORT MATERIALS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY THE FOLLOWING:

1. ALLIED TUBE AND CONDUIT

2. B-LINE SYSTEM

3. SUNISTRUT DIVERSIFIED PRODUCTS

4. THOMAS & BETTS

B. FASTENERS: TYPES, MATERIALS, AND CONSTRUCTION FEATURES AS FOLLOWS:

1. EXPANSION ANCHORS: CARBON STEEL WEDGE OR SLEEVE TYPE.

2. POWER-DRIVEN THREADED STUDS: HEAT-TREATED STEEL, DESIGNED SPECIFICALLY FOR THE INTENDED SERVICE.

3. FASTEN BY MEANS OF WOOD SCREWS ON WOOD.

4. TOGGLE BOLTS ON HOLLOW MASONRY UNITS.

5. CONCRETE INSERTS OR EXPANSION BOLTS ON CONCRETE OR SOLID MASONRY.

6. MACHINE SCREWS, WELDED THREADED STUDS, OR SPRING-TENSION CLAMPS ON STEEL.

7. EXPLOSIVE DEVICES FOR ATTACHING HANGERS TO STRUCTURE SHALL NOT BE PERMITTED.

8. DO NOT WELD CONDUIT, PIPE STRAPS, OR ITEMS OTHER THAN THREADED STUDS TO STEEL STRUCTURES.

9. IN PARTITIONS OF LIGHT STEEL CONSTRUCTION, USE SHEET METAL SCREWS.

SUPPORTING DEVICES:

A. INSTALL SUPPORTING DEVICES TO FASTEN ELECTRICAL COMPONENTS SECURELY AND PERMANENTLY IN ACCORDANCE WITH NEC.

B. COORDINATE WITH THE BUILDING STRUCTURAL SYSTEM AND WITH OTHER TRADES.

C. UNLESS OTHERWISE INDICATED ON THE DRAWINGS, FASTEN ELECTRICAL ITEMS AND THEIR SUPPORTING HARDWARE SECURELY TO THE STRUCTURE IN ACCORDANCE WITH THE FOLLOWING:

D. ENSURE THAT THE LOAD APPLIED BY ANY FASTENER DOES NOT EXCEED 25 PERCENT OF THE PROOF TEST LOAD.

E. USE VIBRATION AND SHOCK-RESISTANT FASTENERS FOR ATTACHMENTS TO CONCRETE SLABS.

ELECTRICAL IDENTIFICATION:

A. UPDATE AND PROVIDE TYPED CIRCUIT BREAKER SCHEDULES IN THE MOUNTING BRACKET, INSIDE DOORS OF AC PANEL BOARDS WITH ANY CHANGES MADE TO THE AC SYSTEM.

B. BRANCH CIRCUITS FEEDING AVIATION OBSTRUCTION LIGHTING EQUIPMENT SHALL BE CLEARLY IDENTIFIED AS SUCH AT THE BRANCH CIRCUIT PANELBOARD.

SECTION 26 200 - ELECTRICAL MATERIALS AND EQUIPMENT

CONDUIT:

A. RIGID GALVANIZED STEEL (RGS) CONDUIT SHALL BE USED FOR EXTERIOR LOCATIONS ABOVE GROUND AND IN UNFINISHED INTERIOR LOCATIONS AND FOR ENCASED RUNS IN CONCRETE. RIGID CONDUIT AND FITTINGS SHALL BE STEEL, COATED WITH ZINC EXTERIOR AND INTERIOR BY THE HOT DIP GALVANIZING PROCESS. CONDUIT SHALL BE PRODUCED TO ANSI SPECIFICATIONS C80.1, FEDERAL SPECIFICATION WW-C-581 AND SHALL BE LISTED WITH THE UNDERWRITERS' LABORATORIES. FITTINGS SHALL BE THREADED - SET SCREW OR COMPRESSION FITTINGS WILL NOT BE ACCEPTABLE. RGS CONDUITS SHALL BE MANUFACTURED BY ALLIED, REPUBLIC OR WHEATLAND.

B. UNDERGROUND CONDUIT IN CONCRETE SHALL BE POLYVINYLCHLORIDE (PVC) SUITABLE FOR DIRECT BURIAL AS APPLICABLE. JOINTS SHALL BE BELLED, AND FLUSH SOLVENT WELDED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. CONDUIT SHALL BE CARLON ELECTRICAL PRODUCTS OR APPROVED EQUAL.

C. TRANSITIONS BETWEEN PVC AND RIGID (RGS) SHALL BE MADE WITH PVC COATED METALLIC LONG SWEEP RADIUS ELBOWS.

D. EMT OR RIGID GALVANIZED STEEL CONDUIT MAY BE USED IN FINISHED SPACES CONCEALED IN WALLS AND CEILINGS. EMT SHALL BE MILD STEEL, ELECTRICALLY WELDED, ELECTRO-GALVANIZED OR HOT-DIPPED GALVANIZED AND PRODUCED TO ANSI SPECIFICATION C80.3, FEDERAL SPECIFICATION WW-C-563, AND SHALL BE UL LISTED. EMT SHALL BE MANUFACTURED BY ALLIED, REPUBLIC OR WHEATLAND, OR APPROVED EQUAL. FITTINGS SHALL BE METALLIC COMPRESSION. SET SCREW CONNECTIONS SHALL NOT BE ACCEPTABLE.

E. LIQUID TIGHT FLEXIBLE METALLIC CONDUIT SHALL BE USED FOR FINAL CONNECTION TO EQUIPMENT. FITTINGS SHALL BE METALLIC GLAND TYPE COMPRESSION FITTINGS, MAINTAINING THE INTEGRITY OF CONDUIT SYSTEM. SET SCREW CONNECTIONS SHALL NOT BE ACCEPTABLE. MAXIMUM LENGTH OF FLEXIBLE CONDUIT SHALL NOT EXCEED 6-FEET. LFMC SHALL BE PROTECTED AND SUPPORTED AS REQUIRE BY NEC. MANUFACTURERS OF FLEXIBLE CONDUITS SHALL BE CAROL, ANACONDA METAL HOSE OR UNIVERSAL METAL HOSE, OR APPROVED EQUAL.

F. MINIMUM SIZE CONDUIT SHALL BE 3/4 INCH (21MM).

HUBS AND BOXES:

A. AT ENTRANCES TO CABINETS OR OTHER EQUIPMENT NOT HAVING INTEGRAL THREADED HUBS PROVIDE METALLIC THREADED HUBS OF THE SIZE AND CONFIGURATION REQUIRED. HUB SHALL INCLUDE LOCKNUT AND NEOPRENE O-RING SEAL. PROVIDE IMPACT RESISTANT 105 DEGREE C PLASTIC BUSHINGS TO PROTECT CABLE INSULATION.

B. CABLE TERMINATION FITTINGS FOR CONDUIT

1. CABLE TERMINATORS FOR RGS CONDUITS SHALL BE TYPE CRC BY O-Z/GEDNEY OR EQUAL.

2. CABLE TERMINATORS FOR LFMC SHALL BE ETCO - CL2075; OR MADE FOR THE PURPOSE PRODUCTS BY ROXTEC.

C. EXTERIOR PULL BOXES AND PULL BOXES IN INTERIOR INDUSTRIAL AREAS SHALL BE PLATED CAST ALLOY, HEAVY DUTY, WEATHERPROOF, DUST PROOF, WITH GASKET, PLATED IRON ALLOY COVER AND STAINLESS STEEL COVER SCREWS, CROUSE-HINDS WAB SERIES OR EQUAL.

D. CONDUIT OUTLET BODIES SHALL BE PLATED CAST ALLOY WITH SIMILAR GASKETED COVERS. OUTLET BODIES SHALL BE OF THE CONFIGURATION AND SIZE SUITABLE FOR THE APPLICATION. PROVIDE CROUSE-HINDS FORM 8 OR EQUAL.

E. MANUFACTURER FOR BOXES AND COVERS SHALL BE HOFFMAN, SQUARE "D", CROUSE-HINDS, COOPER, ADALET, APPLETON, O-Z GEDNEY, RACO, OR APPROVED EQUAL.

SUPPLEMENTAL GROUNDING SYSTEM

A. FURNISH AND INSTALL A SUPPLEMENTAL GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS. SUPPORT SYSTEM WITH NON-MAGNETIC STAINLESS STEEL CLIPS WITH RUBBER GROMMETS. GROUNDING CONNECTORS SHALL BE TINNED COPPER WIRE, SIZES AS INDICATED ON THE DRAWINGS. PROVIDE STRANDED OR SOLID BARE OR INSULATED CONDUCTORS AS INDICATED.

B. SUPPLEMENTAL GROUNDING SYSTEM: ALL CONNECTIONS TO BE MADE WITH CAD WELDS, EXCEPT AT EQUIPMENT USE LUGS OR OTHER AVAILABLE GROUNDING MEANS AS REQUIRED BY MANUFACTURER; AT GROUND BARS USE TWO HOLE SPADES WITH NO OX.

C. STOLEN GROUND-BARS: IN THE EVENT OF STOLEN GROUND BARS, CONTACT SPRINT CM FOR REPLACEMENT INSTRUCTION USING THREADED ROD KITS.

EXISTING STRUCTURE:

A. EXISTING EXPOSED WIRING AND ALL EXPOSED OUTLETS, RECEPTACLES, SWITCHES, DEVICES, BOXES, AND OTHER EQUIPMENT THAT ARE NOT TO BE UTILIZED IN THE COMPLETED PROJECT SHALL BE REMOVED OR DE-ENERGIZED AND CAPPED IN THE WALL, CEILING, OR FLOOR SO THAT THEY ARE CONCEALED AND SAFE. WALL, CEILING, OR FLOOR SHALL BE PATCHED TO MATCH THE ADJACENT CONSTRUCTION.

CONDUIT AND CONDUCTOR INSTALLATION:

A. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.

B. CONDUCTORS SHALL BE PULLED IN ACCORDANCE WITH ACCEPTED GOOD PRACTICE.

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ARCHITECTURAL GROUP Borges
borgesarch.com
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916 782 7200 TEL
916 773 3037 FAX

PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
B	4/15/2019	100% ZD REV.1
A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p3

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SF52XC168

Cherry Industrial

6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-2

Plot Date:4/16/2019 9:44:06 AM File Name:T:\2016\1-16503_Precision Site Development LLC\SF52XC168-45 SF52XC168 Cherry Industrial\Sheets\Building A\GN-2 GENERAL NOTES.dwg Plotted By:David Gheorghiu

NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

17 SITE PLAN
1" = 40'-0"

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PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
B	4/15/2019	100% ZD REV.1
A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p4

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Cherry Industrial

6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE

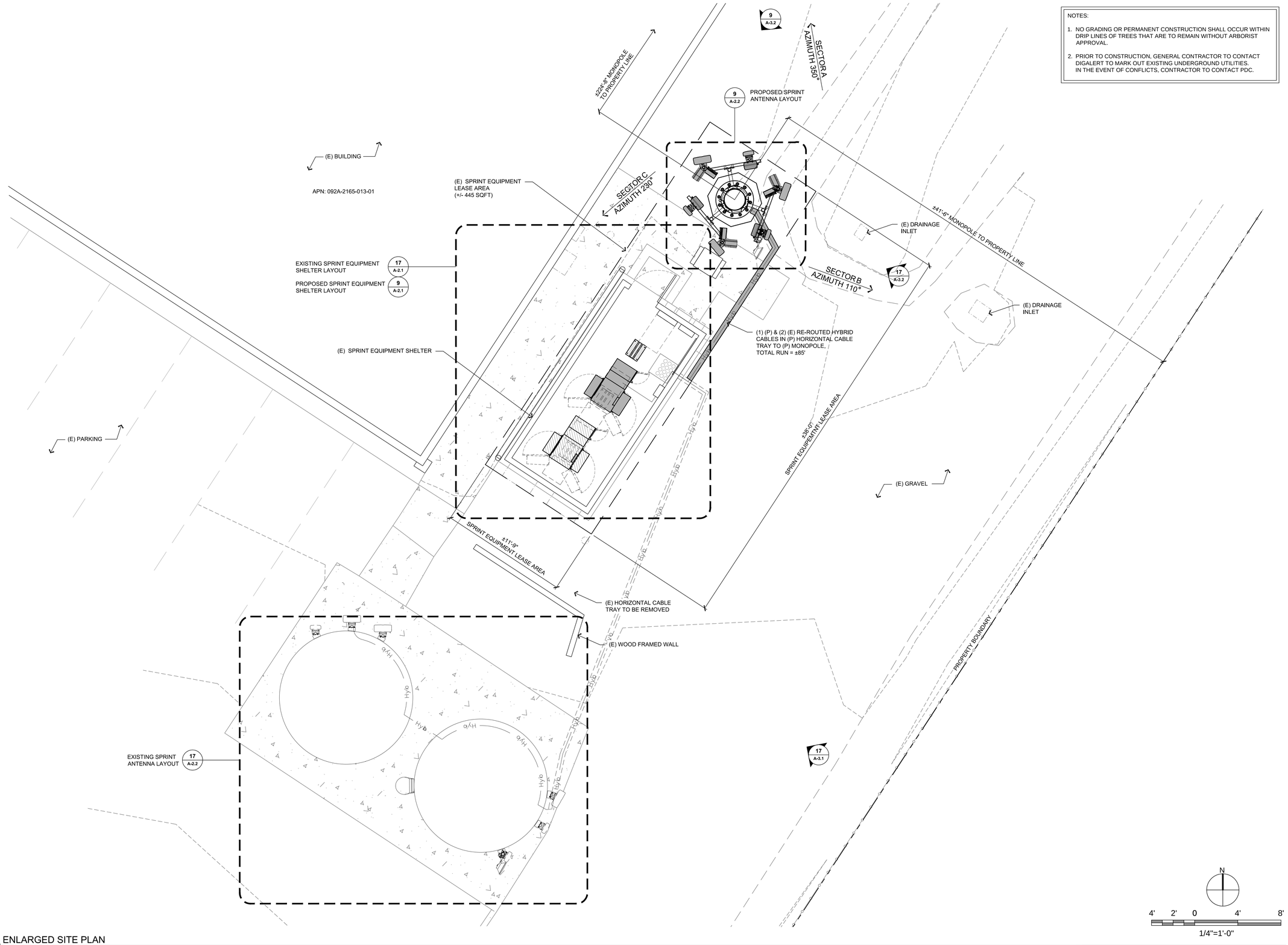
OVERALL SITE PLAN

SHEET NUMBER

A-1.1

NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.



17 ENLARGED SITE PLAN
1/4" = 1'-0"

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PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
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A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p5

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SF52XC168

Cherry Industrial

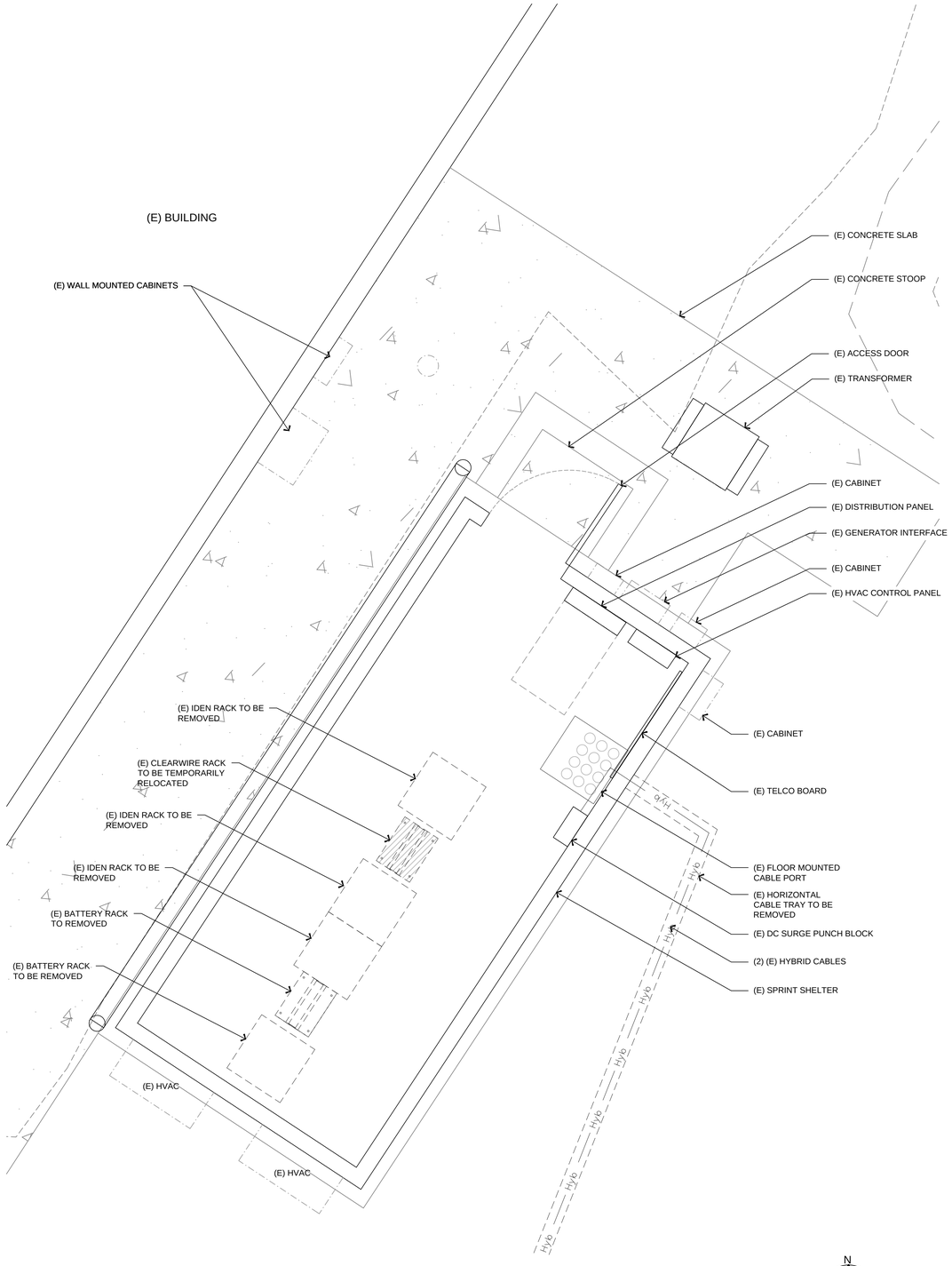
6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE

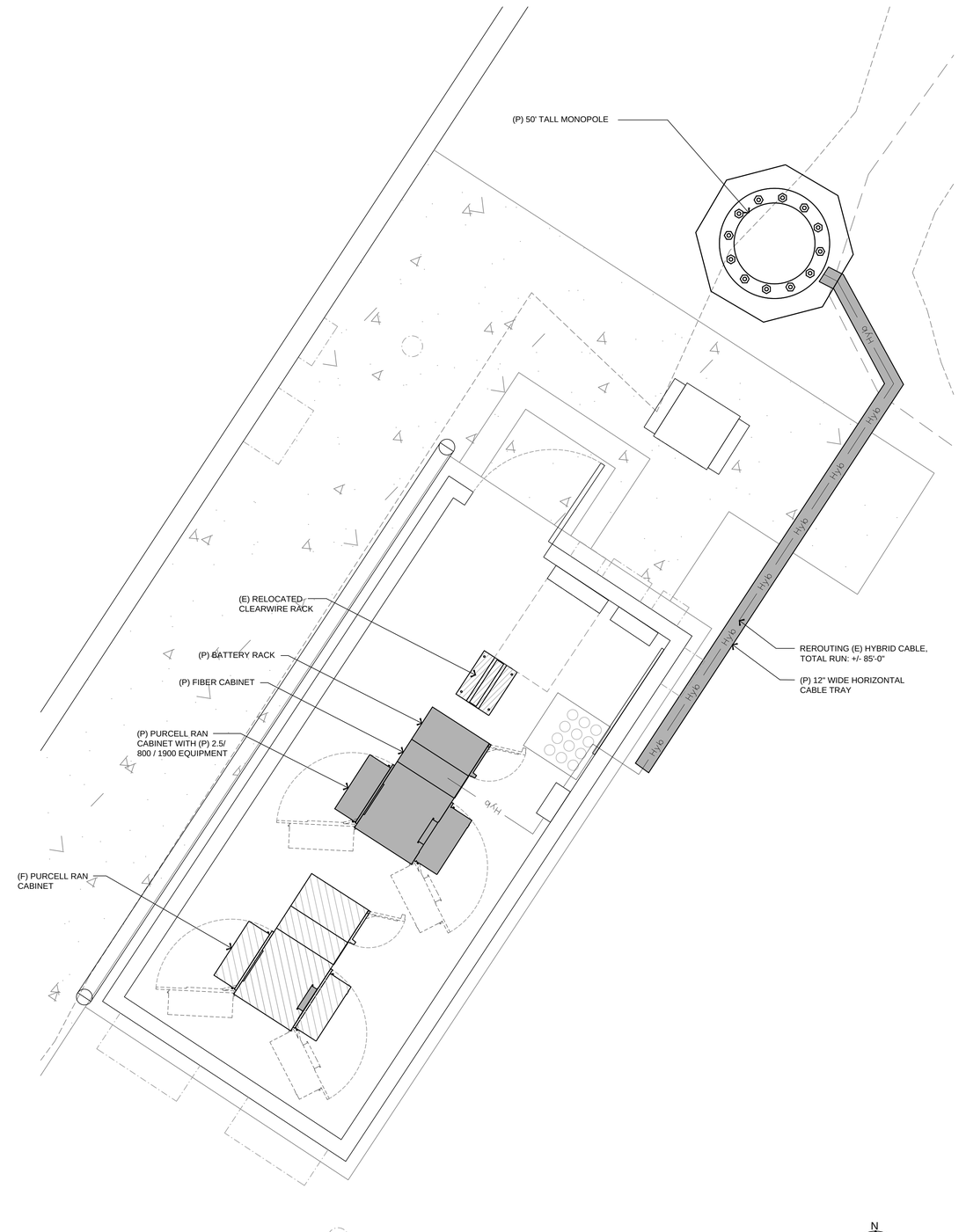
ENLARGED SITE PLAN

SHEET NUMBER

A-1.2



17 EXISTING EQUIPMENT LAYOUT
1/2" = 1'-0"



9 PROPOSED EQUIPMENT LAYOUT
1/2" = 1'-0"

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PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
B	4/15/2019	100% ZD REV.1
A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p6

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Cherry Industrial

6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE
ENLARGED EQUIPMENT LAYOUTS

SHEET NUMBER
A-2.1

Plot Date: 4/15/2019 9:45:56 AM File Name: P:\2016\T-16503 Precision Site Development LLC\SF52XC168 Cherry Industrial\Sprint\Building & A-2.1 Enlarged Equipment Layouts.dwg Plotted By: Steve Edwards

NOTES

1. CONDUIT ROUTING IS DIAGRAMMATICALLY SHOWN ON PLANS AND ARE ONLY APPROXIMATIONS. THE EXACT LOCATION AND ROUTING SHALL BE FIELD VERIFIED.
2. ALL ELECTRICAL EQUIPMENT AND CONTROLLING DEVICES SHALL BE PROVIDED WITH LAMI COLD NAMEPLATES, INDICATING THE CIRCUITS ORIGINATION AND ALL EQUIPMENT TERMINATIONS
3. CONTRACTOR SHALL SUPPLY BREAKERS, CONDUITS AND CIRCUIT CONDUCTORS, AS REQUIRED FOR A COMPLETED SYSTEM AND SHALL BE IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS.

ANTENNA SCHEDULE

SECTOR		ANTENNA MODEL NO.	AZIMUTH	RAD CENTER	HYBRID	LENGTH
ALPHA	A1	**COMMSCOPE NNVV-65B-R4**	350°	47'-0"	(1)	+/- 85'-0"
	A2	**COMMSCOPE TTT65AP-1XR**	350°	47'-0"		
BETA	B1	**COMMSCOPE NNVV-65B-R4**	110°	47'-0"	(1)	+/- 85'-0"
	B2	**COMMSCOPE TTT65AP-1XR**	110°	47'-0"		
CAPPA	C1	**COMMSCOPE NNVV-65B-R4**	230°	47'-0"	(1)	+/- 85'-0"
	C2	**COMMSCOPE TTT65AP-1XR**	230°	47'-0"		

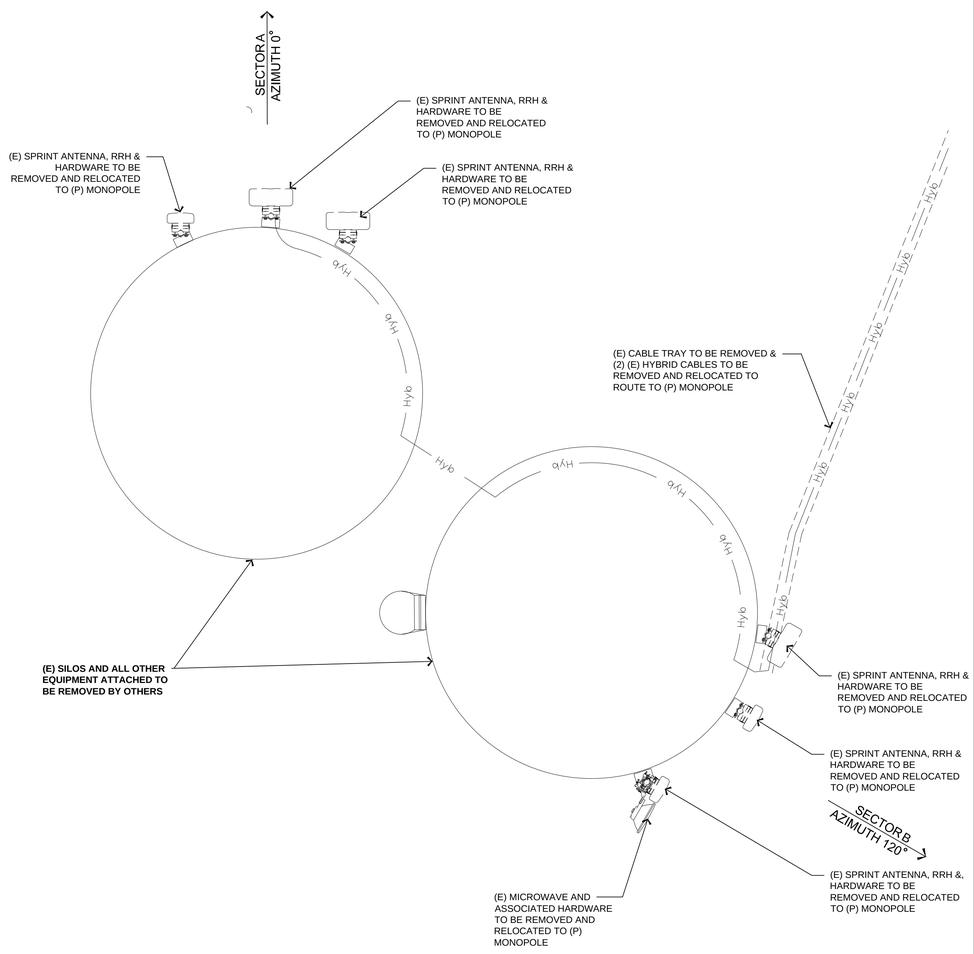
12 ANTENNA SCHEDULE
1/2" = 1'-0"

ACRONYM LEGEND

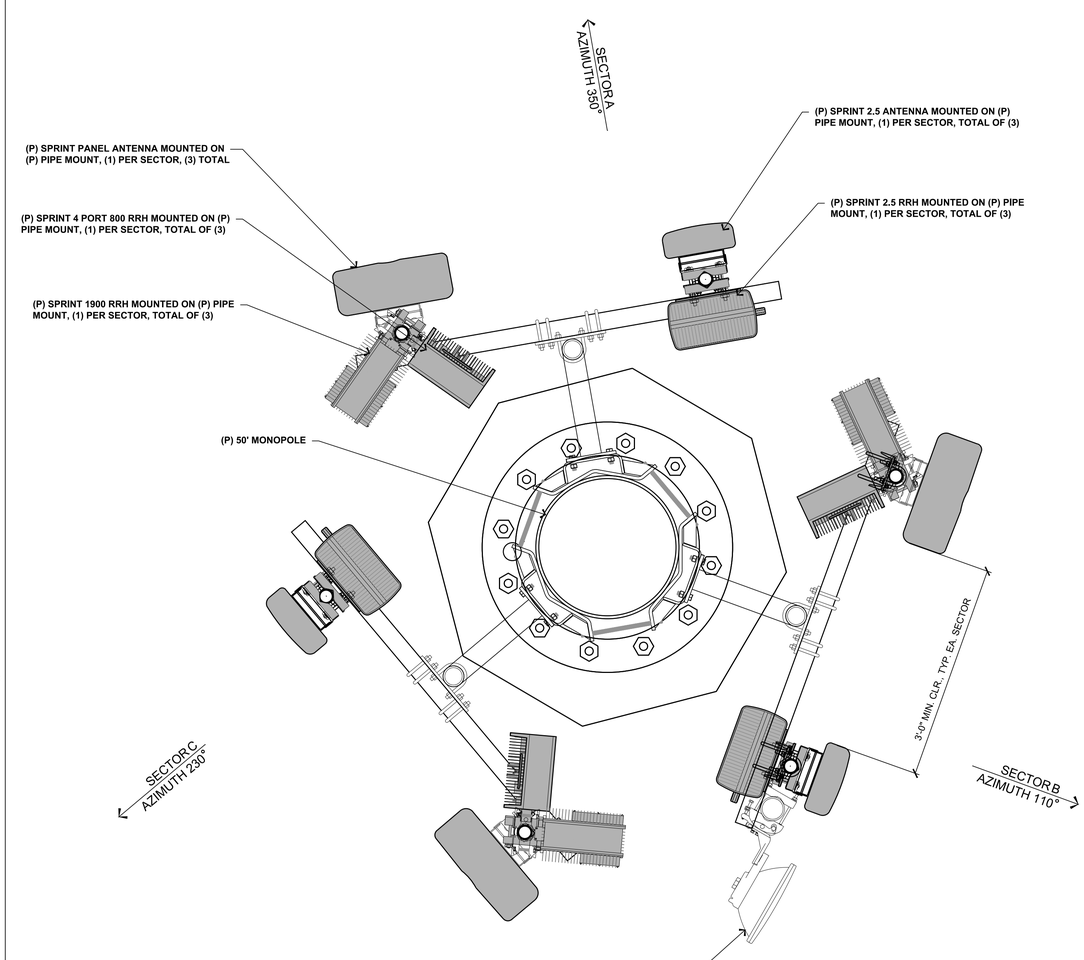
BBU:	BATTERY BACKUP UNIT
CAB:	CABINET
CDMA:	CODE DIVISION MULTIPLE ACCESS
CMU:	CONCRETE MASONRY UNIT
(E):	EXISTING
GND:	GROUND
GPS:	GLOBAL POSITIONING SYSTEM
HVAC:	HEATING VENTILATION AIR CONDITIONING
HYB:	HYBRID LINE
MMBS:	MULTI MODAL BASE STATION
(N):	NEW
(P):	PROPOSED
PPC:	POWER PROTECTION UNIT
PRI:	LEGACY PRIMARY CABINET
PWR:	POWER
RAD:	RADIATION CENTER
RET:	REMOTE ELECTRICAL TILT
RF:	RADIO FREQUENCY
RFP:	REINFORCED FIBERGLASS PANEL
RRU:	REMOTE RADIO UNIT
TEL:	TELCO
HFC:	HYDROGEN FUEL CELL
HSM:	HYDROGEN STORAGE MODULE

GRAPHICS LEGEND

ICE BRIDGE:
CABLE TRAY:
WALL/PARTITION:
FENCE: X X X
WOOD/IRON FENCE:
LEASE AREA:
POWER: Pwr Pwr Pwr
TELCO: Tel Tel Tel
HYBRID: Hyb Hyb Hyb



17 EXISTING ANTENNA LAYOUT
3/8" = 1'-0"



9 PROPOSED ANTENNA LAYOUT
1" = 1'-0"

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PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
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A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p7

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SF52XC168

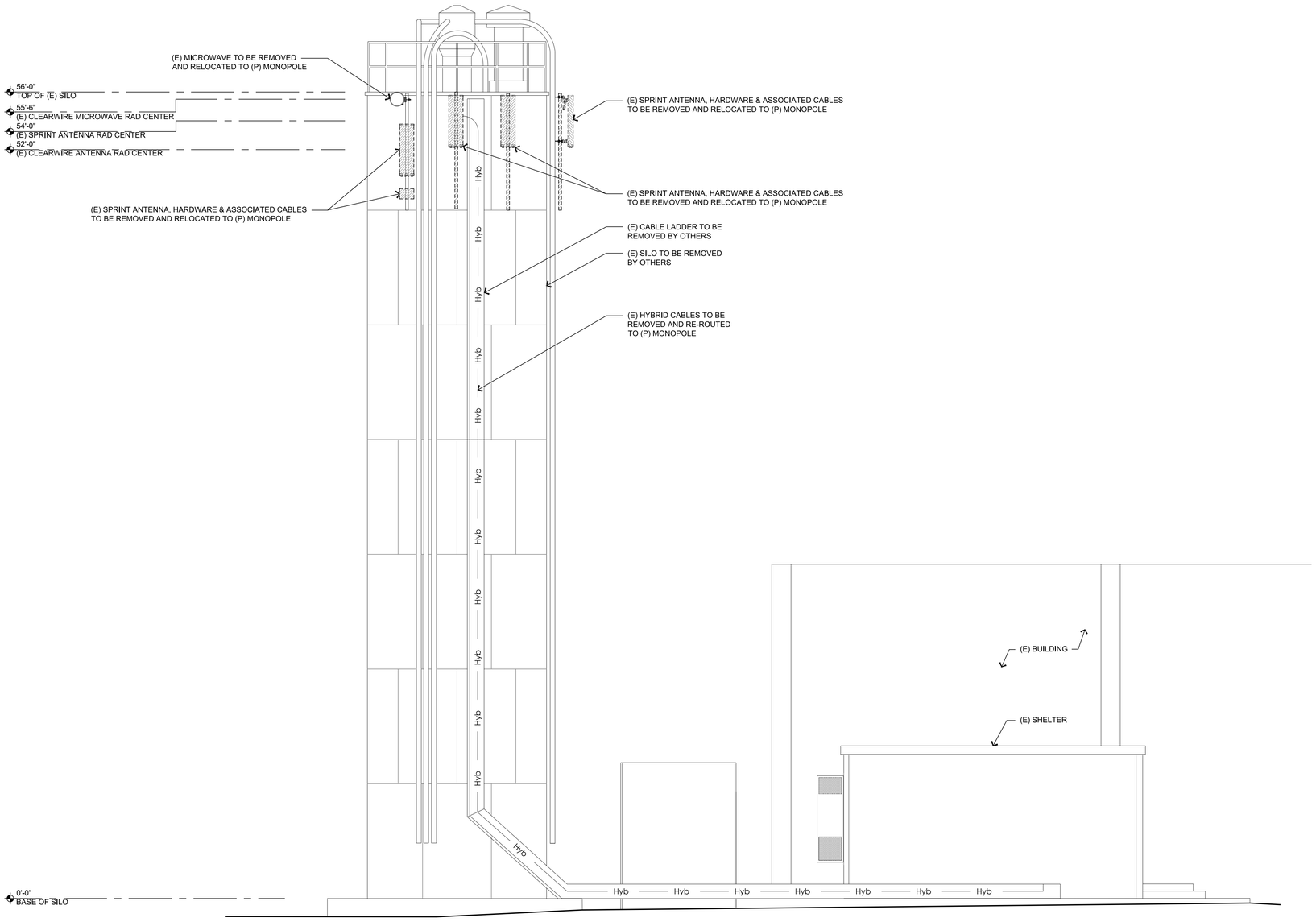
Cherry Industrial

6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE
ENLARGED ANTENNA LAYOUT

SHEET NUMBER
A-2.2

Plot Date: 4/12/2019 9:45:09 AM File Name: P:\2016\16503 Precision Re Development LLC\SF52XC168 Cherry Industrial\Sheets\Building A\A-2.2 Enlarged Antenna Layout.dwg Plotted By: Brent Ostrowski



17 EXISTING SOUTHEAST ELEVATION
1/4" = 1'-0"

4' 2' 0 4' 8'
1/4"=1'-0"

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B	4/15/2019	100% ZD REV.1
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10/30/18

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EXHIBIT A p8

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Cherry Industrial

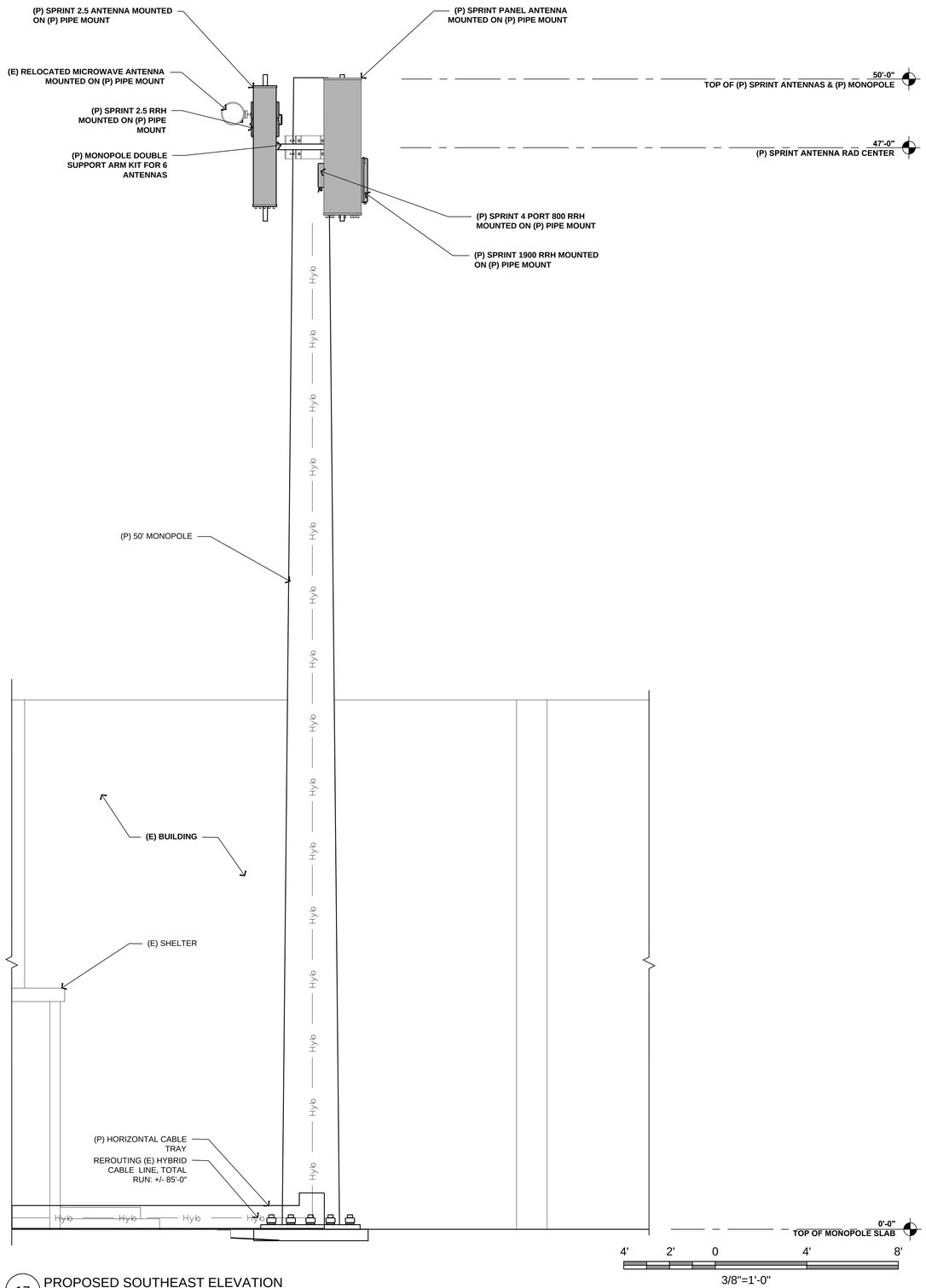
6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE

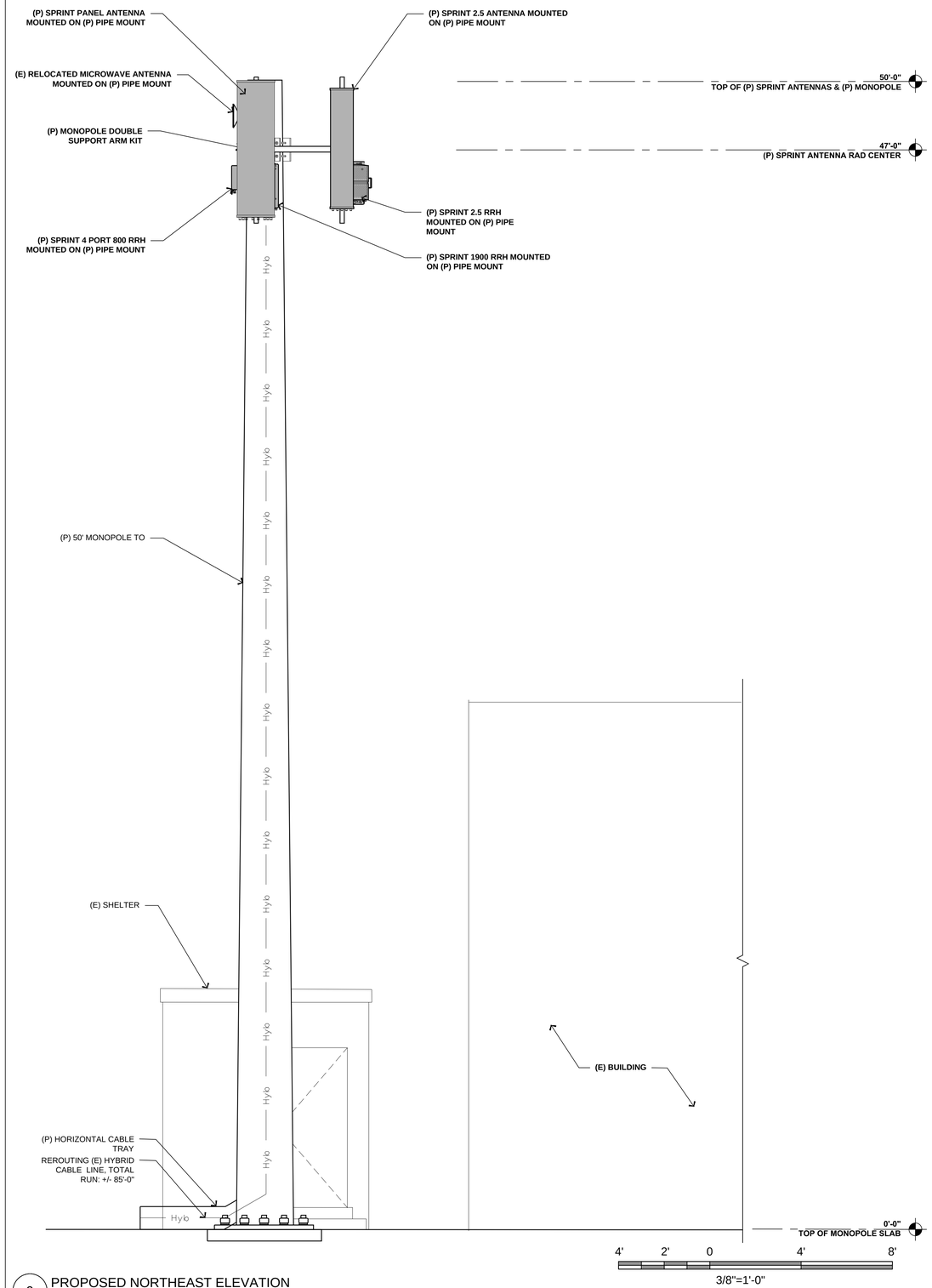
ELEVATIONS

SHEET NUMBER

A-3.1



17 PROPOSED SOUTHEAST ELEVATION
3/8" = 1'-0"



9 PROPOSED NORTHEAST ELEVATION
3/8" = 1'-0"

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PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
B	4/15/2019	100% ZD REV.1
A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p9

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SF52XC168

Cherry Industrial

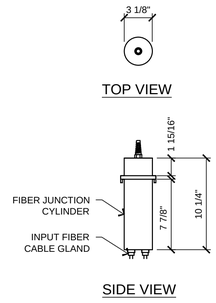
6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE

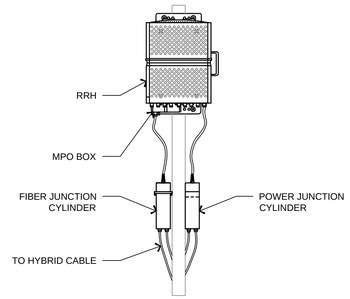
ELEVATIONS

SHEET NUMBER

A-3.2



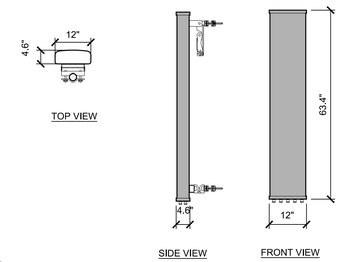
12 FIBER JUNCTION CYLINDER
1 1/2" = 1'-0"



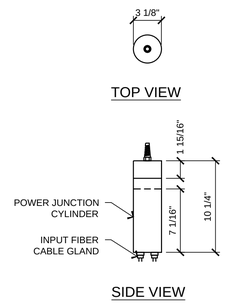
8 JUNCTION CYLINDER DETAIL
3/4" = 1'-0"

ANTENNA MAKE AND MODE

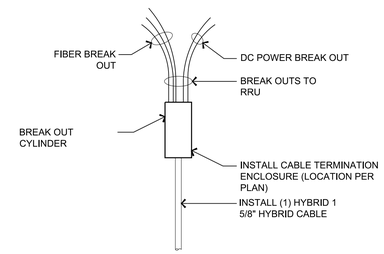
MANUFACTURE:	COMMSCOPE
MODEL:	TTTT65AP-1XR
DIMENSIONS, HxWxD.in(min):	63.4" x 12"x4.6" (IN)
ANTENNA WEIGHT :	33.3 lbs
CONNECTIONS:	(8) 4.1-9.5 DIN FEMALE



4 TTTT-65AP-1XR
1/2" = 1'-0"



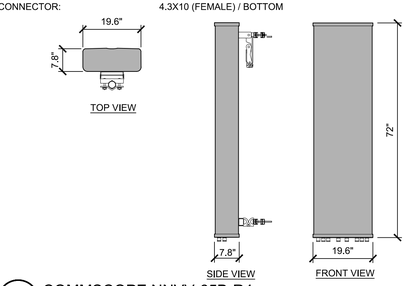
11 POWER JUNCTION CYLINDER
1 1/2" = 1'-0"



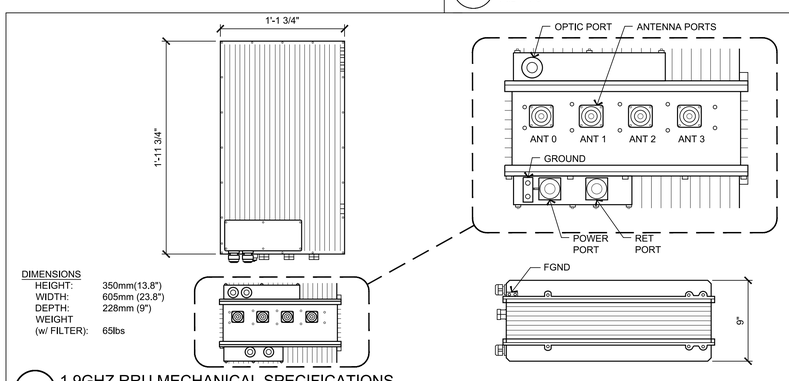
7 HYBRID BREAK OUT
6" = 1'-0"

ANTENNA MAKE AND MODEL

MANUFACTURER:	COMMSCOPE
MODEL:	NNVV-65B-R4
DIMENSIONS, HxWxD.in(min):	72"x19.6"x7.8"(IN)
WEIGHT:	77.4 lb
CONNECTOR:	4.3X10 (FEMALE) / BOTTOM



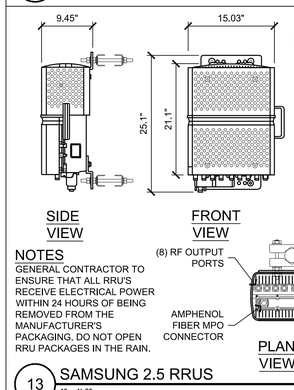
3 COMMSCOPE NNVV-65B-R4
1/2" = 1'-0"



DIMENSIONS

HEIGHT:	350mm(13.8")
WIDTH:	605mm (23.8")
DEPTH:	228mm (9")
WEIGHT (w/ FILTER):	65lbs

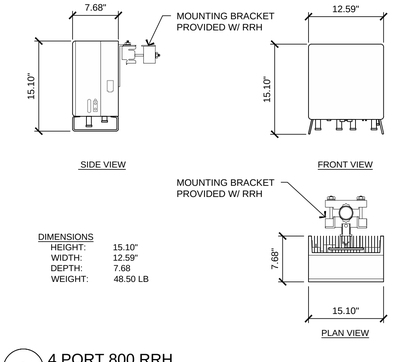
14 1.9GHZ RRU MECHANICAL SPECIFICATIONS
NTS



MODEL #: SAMSUNG RRH
SIZE: 15.03" X 9.45" X 21.1"
WEIGHT: 59.52 lbs
MOUNTING BRACKET: 15 lbs
TOTAL WEIGHT: 74.52 LBS

NOTES
GENERAL CONTRACTOR TO ENSURE THAT ALL RRU'S RECEIVE ELECTRICAL POWER WITHIN 24 HOURS OF BEING REMOVED FROM THE MANUFACTURER'S PACKAGING, DO NOT OPEN RRU PACKAGES IN THE RAIN.

13 SAMSUNG 2.5 RRUS
1" = 1'-0"



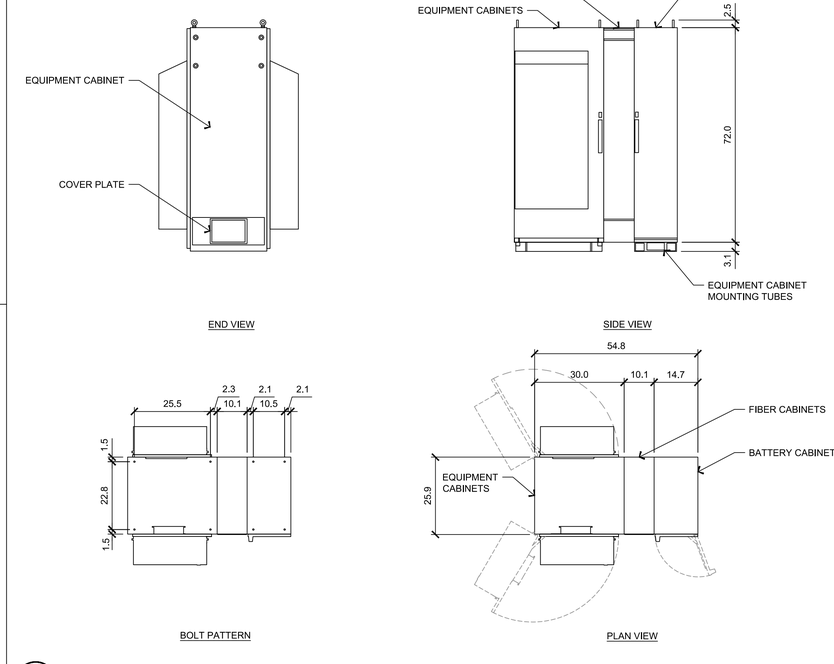
DIMENSIONS

HEIGHT:	15.10"
WIDTH:	12.59"
DEPTH:	7.68
WEIGHT:	48.50 LB

9 4 PORT 800 RRH
1" = 1'-0"

RAN/BATTERY EXTERNAL POLE CABINETS

EQUIPMENT	450lbs
FIBER	155lbs
BATTERY	200lbs
TOTAL WEIGHT :	805lbs



5 PURCELL RAN AND BATTERY CABINET
1/2" = 1'-0"

Sprint
12657 Alcosta Blvd., Suite 300
San Ramon, CA 94583

PRECISION
5098 FOOTHILLS BLVD, STE 3-119
ROSEVILLE, CA 95747

Borges ARCHITECTURAL GROUP
borgesarch.com
1478 STONE POINT DRIVE, SUITE 350
ROSEVILLE CA 95661
916 782 7200 TEL
916 773 3037 FAX

PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
B	4/15/2019	100% ZD REV.1
A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p10

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SF52XC168

Cherry Industrial

6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
A-4

Rev Date:4/18/2019 9:48:31 AM Rev Name:T-16503-1 16503_Precision Site Development LLC_SF52XC168 AD SF52XC168 Cherry Industrial 1 Stories Building & A & E Equipment Details.dwg Plotted By:David Gilreath

stored energy solutions for a demanding world

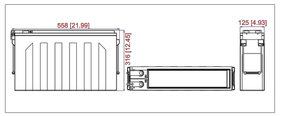
Narada

Model: 12NDT190

Acme

The Acme T range of front access VRLA batteries has been specifically designed for applications using 19" and 23" cabinets, especially telecoms. Reliability is assured with the patented post seal and a state-of-the-art design developed to comply with the latest IEC, British and Telcordia standards. A 12+ years design life and centralised venting system add to the suitability and flexibility of this superior range.

Dimensions-mm[inch]



Specifications

Battery Model	12NDT190
Nominal Voltage	12V
Rated Capacity	190Ah (10 hour rate) to 1.80V/cell @25°C(77°F)
Typical Weight	60.5kg
Internal Resistance	Approx 3.98mΩ
Temperature Ranges	Operation (maximum): -40°C to 50°C(-40°F to 122°F) Operation (recommended): 15°C to 25°C(59°F to 77°F) Storage: -20°C to 40°C(-4°F to 104°F)
Float Voltage	2.25V/cell@25°C(77°F)
Recommended Maximum Charging Current Limit	47.5A
Equalize and Cycle Service	2.35V~2.40V/cell@25°C(77°F)
Self Discharge	The residual capacity is above 90% after 90 days storage(25°C/77°F)
Terminal	M6 Female
Terminal Hardware Torque	8 ± 1.0Nm
Container Material	ABS (V0 optional)

Constant Current Discharge Characteristics Units: Amperes (25°C, 77°F)

Discharge Time	5MIN	15MIN	30MIN	45MIN	1HR	2HR	3HR	4HR	5HR	8HR	10HR	12HR	20HR	24HR
1.60V	532	334	220	162	132	76.4	54.2	42.8	36.3	30.7	24.3	19.5	16.8	10.5	8.72
1.67V	498	328	216	161	131	75.7	53.9	42.7	36.1	30.4	24.1	19.4	16.7	10.4	8.64
1.70V	480	322	213	160	130	75.4	53.7	42.6	36.0	30.3	24.0	19.3	16.6	10.3	8.60
1.75V	456	308	205	157	129	74.7	53.4	42.4	35.8	30.0	23.8	19.1	16.5	10.2	8.53
1.80V	410	283	193	150	125	73.2	52.6	42.0	35.2	29.5	23.6	19.0	16.4	10.2	8.49
1.83V	374	265	184	144	122	71.3	51.6	41.5	34.4	28.7	23.3	18.9	16.3	10.1	8.44
1.85V	355	252	179	138	119	69.4	50.7	41.0	33.9	28.4	23.0	18.8	16.2	10.1	8.39

Discharge Watts with Constant Power Units: Watts per cell (25°C, 77°F)

Discharge Time	5MIN	15MIN	30MIN	45MIN	1HR	2HR	3HR	4HR	5HR	8HR	10HR	12HR	20HR	24HR
1.60V	928	616	395	317	269	159	113	88.1	74.2	63.1	48.5	41.6	36.0	22.1	18.4
1.67V	877	600	392	315	268	159	113	87.8	73.9	62.9	48.3	41.5	35.9	21.9	18.3
1.70V	846	588	389	314	267	158	112	87.6	73.6	62.8	48.2	41.5	35.8	21.7	18.3
1.75V	781	566	382	309	263	157	112	87.1	73.1	62.5	47.9	41.4	35.7	21.5	18.2
1.80V	718	535	370	300	256	154	110	86.0	72.1	62.0	47.6	41.2	35.5	21.2	18.2
1.83V	697	507	359	291	249	150	108	85.0	71.0	61.3	47.4	40.9	35.3	21.0	18.1
1.85V	683	483	351	285	244	147	105	83.9	69.8	60.6	47.1	40.7	35.0	20.7	18.0

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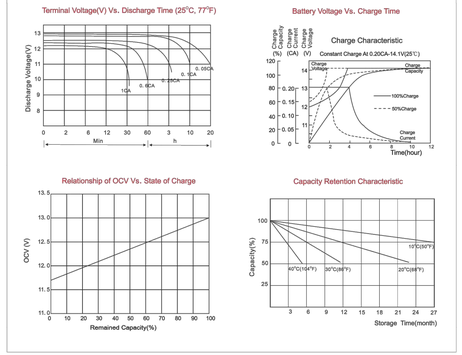
Narada

Model: 12NDT190

Acme



Charging Procedures

Application	Charge Voltage (V/Cell) Temperature	Set Point	Allowable Range	Max. Charge Current
Cycle	25°C	2.40	2.35~2.40	0. 25C
Standby	25°C	2.25	2.23~2.27	

Discharge Current VS. Discharge Voltage

Final Discharge Voltage V/Cell	1.80	1.70	1.55	1.30
Discharge Current (A)	0.2C≥(A)	0.2C<(A)<0.5C	0.5C<(A)<1.0C	(A)>1.0C

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NARADA EUROPE (UK) LIMITED
Spectrum House, Dunstable Road, Redbourn,
St. Albans, Herts AL3 7PR
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E-mail: sales@naradaeurope.com

12NDT190-03-N-EN (Ver.03 July 2012) Subject to revision without prior notice. E. & O.E.

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MATERIAL SAFETY DATA SHEET

Jan. 20, 2015

SECTION 1: PRODUCTS AND MANUFACTURE

Product: Valve Regulated Lead Acid Battery (VRLA Battery)

Manufacturer:

NARADA POWER SOURCE CO., LTD.
72 Jingguan Road, Qingshan Town, Lin'an Economic Development Zone. Zhejiang, China 311305
Tel:(+86-571) 56975980 Fax:(+86-571) 56975955
Email: intl@narada.biz Website: www.naradabattery.com

Roduct:
COMMERCIAL NAME
BATTERIES WITH ABSORBED ELECTROLYTE WET, NON-SPILLABLE
TECHNICAL NAME
BATTERIES CONTAINING A SOLUTION OF SULPHURIC ACID AND DISTILLED WATER, ABSORBED IN SEPARATORS

SECTION 2: HAZARDOUS COMPONENTS

COMPONENTS	%WEIGHT	TLV	LD50 ORAL	LC50 INHALATION	LC50 CONTACT
Lead (Pb, PbO_2, $PbSO_4$)	About 70%	-	(500) mg/Kg	-	-
Sulfuric Acid DILUTED SULPHURIC ACID – H_2SO_4	About 20%	1 mg/m³	(2.140) mg/Kg	-	-
Fiberglass Separator	About 5%	-	-	-	-
ABS or PP	About 5%	-	-	-	-

SECTION 3: PHYSICAL DATA

COMPONENTS	DENSITY	MELTING POINT	SOLLUBILITY (H_2O)	ODOR	APPEARANCE
Lead	11.34	327.4°C (Boiling)	None	None	Sliver-Gray Metal
Lead Sulfate	6.2	1070°C (Boiling)	40 mg/l (15°C)	None	White Powder
Lead Dioxide	9.4	290°C (Boiling)	None	None	Brown Powder
Sulfuric Acid	About 1.3	About 114°C (Boiling)	100%	Acidic	Clear Colorless Liquid
Fiberglass Sep.	-	-	SLIGHT	TOXIC	WHITE FIBROUS GLASS
ABS or PP	-	-	NONE	NO ODOR	SOLID

NARADA POWER SOURCE CO., LTD.
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Email: intl@narada.biz Website: www.naradabattery.com

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SECTION 4: PROTECTION

EXPOSURE	PROTECTION	COMMENTS
SKIN	Rubber gloves, Apron, Safety shoes	Protective equipment must be worn if battery is cracked or otherwise damaged.
RESPIRATORY	Respirator (for lead)	A respirator should be worn during reclaim operations if the TLV exceeded.
EYES	Safety goggles, Face Shield	

SECTION 5: FLAMMABILITY DATA

COMPONENTS	FLASHPOINT	EXPLOSIVE LIMITS	COMMENTS
Lead	None	None	
Sulfuric Acid	None	None	
Hydrogen	259℃	4% - 74.2%	Sealed batteries can emit hydrogen only if over charged (float voltage> 2.4 VPC). The gas enters the air through the vent caps. To avoid the chance of a fire or explosion, keep sparks and other sources of ignition away from the battery. Extinguishing Media: Dry chemical, foam, CO_2
Fiberglass Sep.	-	-	Toxic vapors may be released. In case of fire: wear self-contained breathing apparatus.
478 Polystyrene	None	-	Temperatures over 300 °C (572°F) may release combustible gases. In case of fire: wear positive pressure self-contained breathing apparatus.

SECTION 6: REACTIVITY DATA

COMPONENT	Lead/lead compounds
STABILITY	Stable
INCOMPATIBILITY	Potassium, carbides, sulfides, peroxides, phosphorus, sulfurs.
DECOMPOSITION PRODUCTS	Oxides of lead and sulfur.
CONDITIONS TO AVOID	High temperature, Sparks and other sources of ignition.
COMPONENT	Sulfuric Acid
STABILITY	Stable at all temperatures
POLYMERIZATION	Will not polymerize
INCOMPATIBILITY	Reactive metals, strong bases, most organic compounds
DECOMPOSITION	Sulfuric dioxide, trioxide, hydrogen sulfide, hydrogen

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PRODUCTS	
CONDITIONS TO AVOID	Prohibit smoking, sparks, etc. from battery charging area. Avoid mixing acid with other chemicals.

SECTION 7: CONTROL MEASURES

1. Store lead/acid batteries with adequate ventilation. Room ventilation is required for batteries utilized for standby power generation. Never recharge batteries in an unventilated, enclosed space.
2. Do not remove vent caps. Follow shipping and handling instructions that are applicable to the battery type. To avoid damage to terminals and seals, do not double-stack industrial batteries.

STEPS TO TAKE IN CASE OF LEAKS OR SPILLS
If sulfuric acid is spilled from a battery, neutralize the acid with sodium bicarbonate (baking soda), sodium carbon (soda ash), or calcium oxide (lime).
Flush the area with water discard to the sewage systems. Do not allow unneutralized acid into the sewage system.

WASTE DISPOSAL METHOD:
Neutralized acid may be flushed down the sewer. Spent batteries must be treated as hazardous waste and disposed of according to local state, and federal regulations. A copy of this material safety data must be supplied to any scrap dealer or secondary smelter with battery.

ELECTRICAL SAFETY
Due to the battery's low internal resistance and high power density. High levels of short circuit can be developed across the battery terminals. Do not rest tools or cables on the battery. Use insulated tools only.
Follow all installation instruction and diagrams when installing or maintaining battery systems.

SECTION 8: HEALTH HAZARD DATA

LEAD: The toxic effects of lead are accumulative and slow to appear. It affects the kidneys, reproductive, and central nervous system.
The symptoms of lead overexposure are anemia, vomiting, headache, stomach pain (lead colic), dizziness, loss of appetite, and muscle and joint pain. Exposure to lead from a battery most often occurs during lead reclaim operations through the breathing or ingestion of lead dusts and fumes.
THIS DATA MUST BE PASSED TO ANY SCRAP OR SMELTER WHEN A BATTERY IS RESOLD.

SULFURIC ACID: Sulfuric acid is a strong corrosive. Contact with acid can cause severe burns on the skin and in the eyes. Ingestion of sulfuric acid will cause GI tract burns. Acid can be release if the battery case is damaged or if the vents are tampered with.

FIBERGLASS SEPARATOR: Fibrous glass is an irritant of the upper respiratory tract, skin and eyes. For exposure up to 10F/CC use MSA Comfort with type H filter. Above 10F/CC up to 50F/CC use Ultra-Twin with type H filter.

NTP or OSHA does not consider this product carcinogenic.

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SECTION 9: SULFURIC ACID PRECAUTIONS

INHALATION: Acid mist form formation process may cause respiratory irritation, remove from exposure and apply oxygen if breathing is difficult.
SKIN CONTACT: Acid may cause irritation, burns or ulceration. Flush with plenty of soap and water, remove contaminated clothing, and see physician if contact area is large or if blisters form.
EYE CONTACT: Acid may cause severe irritation, burns, cornea damage and blindness. Call physician immediately and flush with water until physician arrives.
INGESTION: Acid may cause irritation of mouth, throat, esophagus and stomach. Call physician. If patient is conscious, flush mouth with water, have the patient drink milk or sodium bicarbonate solution.

DO NOT GIVE ANYTHING TO AN UNCONSCIOUS PERSON.

SECTION 10: TRANSPORTATION REGULATIONS

Acceptable modes of transportation: air, rail, road and water.
Batteries must be protected so as to prevent short circuit and must be securely packed.

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CFC CHAPTER 6 COMPLIANCE

TOTAL kWh = (190Ah X 12V)/1000 X 16 BATTERIES = 36.48 kWh
(SINCE <70 kWh OF CAPACITY, CFC CHAPTER 6, SECTION 608 NOT APPLICABLE)

BATTERY INFORMATION

(BATTERY CAPACITY DATA - 12V MONOBLOCKS)

BATTERY MODEL	TOTAL # OF BATTERY UNITS INSTALLED	TOTAL NOMINAL VOLTAGE	RATED CAPACITY (10 HOUR RATE)	kWh OF SINGLE BATTERY = (RATED CAPACITY) x (NOMINAL VOLTAGE) / 1000
12DT190	16	12 V	190 Ah	2.28kWh = 190Ah x 12V / 1000
		TOTAL kWh = kWh OF SINGLE BATTERY x # OF BATTERIES		
		36.48kWh = 16 UNITS x 2.28kWh / UNIT		

5 BATTERY DATA CHART
1 1/2" = 1'-0"

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12657 Alcosta Blvd., Suite 300
San Ramon, CA 94583

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5098 FOOTHILLS BLVD, STE 3-119
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PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
B	4/15/2019	100% ZD REV.1
A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p11

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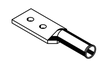
SF52XC168

Cherry Industrial

6590 CENTRAL AVENUE
NEWARK, CA

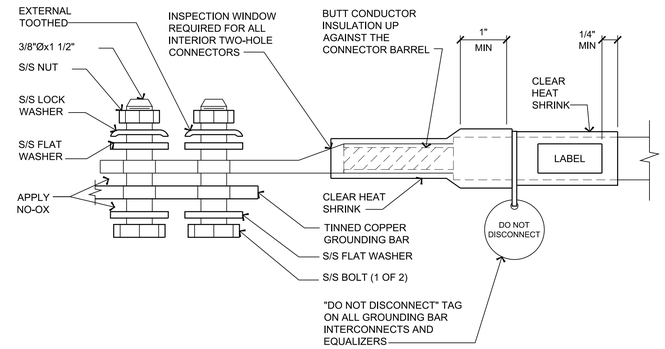
SHEET TITLE
BATTERY SPECIFICATIONS

SHEET NUMBER
A-4.2

CADWELD CONNECTIONS OR APPROVED EQUAL		BURNDY CONNECTIONS OR APPROVED EQUAL
 PARALLEL HORIZONTAL CONDUCTORS PARALLEL THROUGH CONNECTION OF HORIZONTAL CABLES TYPE PT	 HORIZONTAL STEEL SURFACE TO FLAT STEEL SURFACE OR HORIZONTAL PIPE TYPE HS	 BOND JUMPER FIELD FABRICATED GREEN STRANDED INSULATED TYPE 2-YA-2
 THROUGH CABLE TO GROUND ROD THROUGH CABLE TO TOP OF GROUND ROD TYPE GT	 VERTICAL STEEL SURFACE CABLE DOWN AT 45° TO VERTICAL STEEL SURFACE INCLUDING PIPE TYPE VS	 COPPER LUGS TWO HOLE - LONG BARREL LENGTH TYPE YA-2
 VERTICAL PIPE CABLE DOWN AT 45° TO RANGE OF VERTICAL PIPES TYPE VS		

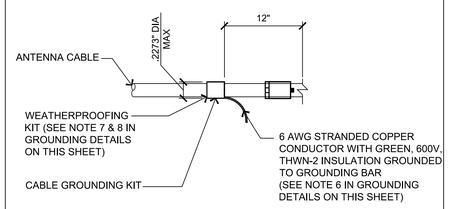
TYPICAL CADWELD TYPE CONNECTIONS

NO SCALE



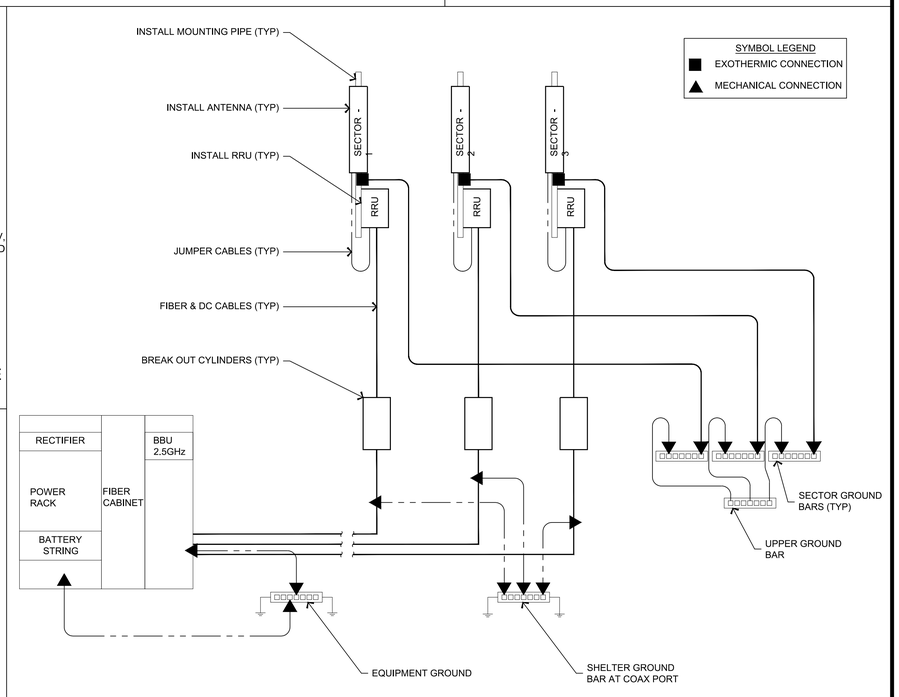
12 TWO HOLE LUG

NOT TO SCALE



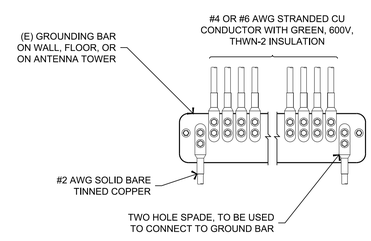
11 CONNECTION OF GROUNDING KIT TO ANTENNA CABLE

NOT TO SCALE



6 GROUNDING RISER DIAGRAM

1/2" = 1'-0"



NOTES

1. APPLY NO-OX TO LUG AND BAR CONTACT SURFACE. DO NOT COAT INLINE LUG.
2. IF STOLEN GROUND BARS ARE ENCOUNTERED, CONTACT SPRINT CM FOR REPLACEMENT THREADED ROD KIT.

10 GROUNDING CONDUCTOR TO GROUNDING BAR

3/8" = 1'-0"

GROUNDING NOTES

1 ALL ELECTRICAL AND GROUNDING AT THE CELL SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 780 (LATEST EDITION), AND MANUFACTURER SPECIFICATION.

2 IF THE AC PANEL IN THE POWER CABINET IS WIRED AS SERVICE ENTRANCE, THE AC SERVICE GROUND CONDUCTOR SHALL BE CONNECTED TO GROUND ELECTRODE SYSTEM. WHEN THE AC PANEL IN THE POWER CABINET IS CONSIDERED A SUB-PANEL, THE GROUND WIRE SHALL BE INSTALLED IN THE AC POWER CONDUIT. THE INSTALLATION SHALL BE PER LOCAL AND NATIONAL ELECTRIC CODE (NFPA-70).

3 EXOTHERMIC WELDING IS RECOMMENDED FOR GROUNDING CONNECTION WHERE PRACTICAL. OTHERWISE, THE CONNECTION SHALL BE MADE USING COMPRESSION TYPE-2 HOLES. LONG BARREL LUGS OR DOUBLE CRIMP CLAMP "C" CLAMP. THE COPPER CABLES SHALL BE COATED WITH ANTIOXIDANT (COPPER SHIELD) BEFORE MAKING THE CONNECTIONS. THE MANUFACTURER'S TORQUING RECOMMENDATIONS ON THE BOLT ASSEMBLY TO SECURE CONNECTIONS SHALL BE FOLLOWED.

4 THE ANTENNA CABLES SHALL BE GROUNDED AT THE TOP AND BOTTOM OF THE VERTICAL RUN FOR LIGHTING PROTECTION. THE ANTENNA CABLE SHIELD SHALL BE BONDED TO A COPPER GROUND BUSS AT THE LOWER MOST POINT OF A VERTICAL RUN JUST BEFORE IT BEGINS TO BEND TOWARD THE HORIZONTAL PLANE. WIRE RUNS TO GROUND SHALL BE KEPT AS STRAIGHT AND SHORT AS POSSIBLE. ANTENNA CABLE SHIELD SHALL BE GROUNDED JUST BEFORE ENTERING THE CELL CABINET. ANY ANTENNA CABLES OVER 200 FEET IN LENGTH SHALL ALSO BE EQUIPPED WITH ADDITIONAL GROUNDING AT MID-POINT.

5 ALL GROUNDING CONDUCTORS INSIDE THE BUILDING SHALL BE RUN IN CONDUIT RACEWAY SYSTEM, AND SHALL BE INSTALLED AS STRAIGHT AS PRACTICAL WITH MINOR BENDS TO AVOID OBSTRUCTIONS. THE BENDING RADIUS OF ANY #2 GROUNDING CONDUCTOR IS 8". PVC RACEWAY MAY BE FLEXIBLE OR RIGID PER THE FIELD CONDITIONS. GROUNDING CONDUCTORS SHALL NOT MAKE CONTACT WITH ANY METALLIC CONDUITS, SURFACES OR EQUIPMENT.

6 PROVIDE PVC SLEEVES WHERE GROUNDING CONDUCTORS PASS THROUGH THE BUILDING WALLS AND /OR CEILINGS.

7. INSTALL GROUND BUSHINGS ON ALL METALLIC CONDUITS AND BOND TO THE EQUIPMENT GROUND BUSS IN THE PANEL BOARD.

8 GROUND ANTENNA BASES, FRAMES, CABLE RACKS AND OTHER METALLIC COMPONENTS WITH #2 GROUNDING CONDUCTORS AND CONNECT TO INSULATED SURFACE MOUNTED GROUND BARS. CONNECTION DETAILS SHALL FOLLOW MANUFACTURER'S SPECIFICATIONS FOR GROUNDING.

9. ALL PROPOSED GROUNDING CONDUCTORS SHALL BE ROUTED AND CONNECTED TO THE MAIN GROUND BAR OR EXISTING GROUND RING.

GROUNDING LEGEND

- EXISTING GROUND RING
- CADWELD CONNECTION (EXOTHERMIC WELD)
- MECHANICAL CONNECTION
- GROUND ROD

1. COMPRESSION CONNECTIONS (2), 2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUNDING BAR. ROUTE CONDUCTORS TO BURIED GROUNDING RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. EC SHALL USE PERMANENT MARKER TO DRAW THE LINES BETWEEN EACH SECTION AND LABEL EACH SECTION ("P", "A", "N", "T") WITH 1" HIGH LETTERS.
3. ALL HARDWARE 18-8 STAINLESS STEEL, INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING. ALL HARDWARE SHALL BE STAINLESS STEEL 3/8 INCH DIAMETER OR LARGER.
4. FOR GROUND BOND TO STEEL ONLY: INSERT A CADMIUM FLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
5. NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUNDING BAR AND BOLTED ON THE BACK SIDE. INSTALL BLACK HEAT-SHRINKING TUBE, 600 VOLT INSULATION, ON ALL GROUNDING TERMINATIONS. THE INTENT IS TO WEATHERPROOF THE COMPRESSION CONNECTION.
6. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATION, AND CONNECTION ORIENTATION. PROVIDE AS REQUIRED.
7. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
8. WEATHERPROOFING SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
9. GROUND RESISTANCE NOT TO EXCEED 10 OHMS.
10. WHEN THE SCOPE OF WORK REQUIRES THE ADDITION OF A GROUNDING BAR TO AN EXISTING TOWER, THE SUBCONTRACTOR SHALL OBTAIN APPROVAL FROM THE TOWER OWNER PRIOR TO MOUNTING THE GROUNDING BAR TO THE TOWER.
11. EXTEND TWO (2) 2 AWG TINNED CU CONDUCTOR FROM BURIED GROUNDING RING AND CONNECT TO THE PROPOSED TOWER. FOLLOW MANUFACTURERS RECOMMENDATIONS FOR GROUNDING CONNECTIONS TO THE TOWER. (APPLICABLE TO NEW TOWERS ONLY.)
12. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATION, AND CONNECTION ORIENTATION. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUNDING BARS AS REQUIRED, PROVIDING 50% SPARE CONNECTION POINTS.

5 GROUNDING NOTES

NOT TO SCALE

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12657 Alcosta Blvd., Suite 300
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5098 FOOTHILLS BLVD, STE 3-119
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PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
B	4/15/2019	100% ZD REV.1
A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p12

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SF52XC168

Cherry Industrial

6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE

GROUNDING NOTES & DETAILS

SHEET NUMBER

G-1

Plot Date: 4/15/2019 9:48:55 AM File Name: P:\2016\16503_Precision Re-Development LLC-SF52XC168-425 SF52XC168 Kenny Industrial\Shared\Building & LCG Connecting Lines & Details.dwg Printed By: Brad Graeagle

END OF DAY ELECTRICAL PANEL SCHEDULE

(E) SPRINT PANEL

VOLTAGE: 208/120 V, 3 PHASE, 4 WIRE	MOUNTING: SURFACE		ENCLOSURE: NEMA 1
BUS: 200 AMPS	TYPE: 200/2 TRANSFER DEVICE		AIC RATING: 22,000

LOAD	KVA	CB	NO	NO	CB	KVA	LOAD
INTERIOR LIGHTS	0.50	10 / 1	1	2	10 / 1	0.50	EXTERIOR LIGHTS
OUTLETS	0.18	10 / 1	3	4	10 / 1	0.18	OUTLETS
FIBER	0.18	10 / 1	5	6	10 / 1	0.18	FIBER
HVAC	2.53	40	7	8	40	2.53	HVAC
	2.53		9	10		2.53	
	2.53	3	11	12	3	2.53	
SPARE	0.00	30	13	14	30	0.00	SPARE
		2	15	16	2		
SPARE	0.00	30	17	18	30	0.00	SPARE
		2	19	20	2		
SPARE	0.00	30	21	22	30	0.00	SPARE
		2	23	24	2		
SPARE	0.00	30	25	26	30	0.00	SPARE
		2	27	28	2		
PURCELL EQUIPMENT CABINET	8.99	100	29	30	30	1.50	CLEARWIRE
	8.99	2	31	32	2		
SPACE			33	34			SPACE
SPACE			35	36			SPACE
SPACE			37	38			SPACE
SPACE			39	40			SPACE
SPACE			41	42			SPACE

CONNECTED LOAD	36.39
25% LIGHTING	
25% LARGEST MOTOR	0.00
TOTAL CONNECTED LOAD	36.39

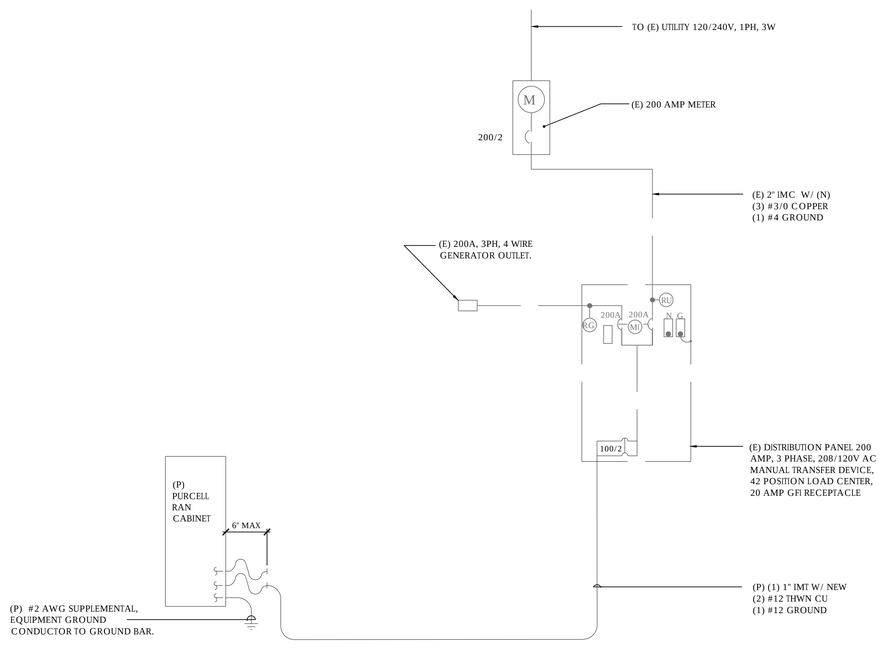
N G

CONNECTED LOAD: 101.13 AMPERES

NOTE:
1. ALL (E) LOADS FROM SITE MUST BE INCORPORATED INTO THE (N) INTEGRATED LOAD CENTER
2. ALL (E) CIRCUITS SHALL BE RELOCATED TO PROPOSED LOAD CENTER UPON COMPLETION OF EQUIPMENT MIGRATION

PROVIDE NEW BREAKER IN THIS EXISTING PANEL. ALL BREAKERS BOTH NEW AND EXISTING SHALL BE CLEARLY MARKED WITH PERMANENT LABELS.

15 PANEL SCHEDULE
NOT TO SCALE



13 ONE LINE DIAGRAM AND PANEL SCHEDULE
1" = 1'-0"

TYPICAL SYMBOLS

- LIGHTING FIXTURE, WALL MOUNTED
- EM — NIGHT LIGHT - FIXTURES TAGGED "EM" TO HAVE EMERGENCY BATTERY BALLAST
- FLUORESCENT LIGHT FIXTURE, SEE FIXTURE SCHEDULE
- FLUORESCENT LIGHT FIXTURE, SEE FIXTURE SCHEDULE
- EXIT LIGHT FIXTURE. DIRECTIONAL ARROWS AS REQUIRED.
- EMERGENCY LIGHT. MOUNT AT 84" AFF.
- A — LIGHT FIXTURE TAG. SEE FIXTURE SCHEDULE.
- FACP — FIRE ALARM CONTROL PANEL
- F — FIRE PULL STATION AT +48"
- FS — FIRE FLOW SWITCH
- TS — FIRE TAMPER SWITCH
- J — JUNCTION BOX
- SINGLE POLE TOGGLE SWITCH, 20A, +48"
- TWO GANG TOGGLE SWITCH, 20A, +48" UON LETTERS DENOTE FIXTURES SERVED
- 2 — 2 POLE TOGGLE SWITCH, 20A, +48"
- 3 — 3 WAY TOGGLE SWITCH, 20A, +48"
- D — DIMMER SWITCH, 20A, +48"
- T — TIMER SWITCH 20A, @ +48"
- K — KEYED SWITCH, @ +48"
- PUSH BUTTON
- OS — MOTION SENSOR SWITCH - SINGLE LEVEL LEVITON #6768 W +48"
- OS — MOTION SENSOR SWITCH - DUAL LEVEL LEVITON #6772 W +48"
- OH — CEILING HALLWAY MOUNTED OCCUPANT SENSING DEVICE, LEVITON #6787 W.
- OS / PP — CEILING MOUNTED OCCUPANT SENSING DEVICE "OS". LEVITON #16786 WITH POWER PACK "PP" LEVITON #6779-DT
- OS — MOTION SENSOR SWITCH - CEILING MOUNTED
- PP — POWER PACK FOR MOTION SENSORS
- FOURPLEX RECEPTACLE 15A, 125V, +18"AFF UON.
- DUPLEX RECEPTACLE OUTLET 20A, 125V, +18"AFF UON
- MOUNT OUTLET ABOVE COUNTER OR BACKSPLASH (VERIFY HEIGHT W/ARCHITECT)
- OUTLET MOUNTED IN FLOOR OR CEILING.
- L — SECURITY OUTLET WITH LOCKABLE COVER
- TELEPHONE OUTLET: +18"AFF UON, PROVIDE PULL WIRE OR 3/4" CONDUIT TO NEAREST ACCESSIBLE CEILING SPACE.
- COMBINATION COMM/DATA OUTLET: +18"AFF UON, PROVIDE PULL WIRE OR 3/4" CONDUIT TO NEAREST ACCESSIBLE CEILING SPACE.
- DATA OUTLET: +18" AFF UON, PROVIDE PULL WIRE OR 3/4: CONDUIT TO NEAREST ACCESSIBLE CEILING SPACE.
- V — TELEPHONE / DATA OUTLET MOUNTED IN FLOOR OR CEILING.
- MICROPHONE OUTLET MOUNTED IN FLOOR OR CEILING.
- MAIN SWITCHBOARD
- LIGHTING OR DISTRIBUTION PANEL,
- SURFACE OR FLUSH TERMINAL CABINET
- T — DISTRIBUTION TRANSFORMER, MOUNTING AS NOTED
- F — DISCONNECT SWITCH SIZE & TYPE AS REQUIRED F=FUSED
- MOTOR SEE MECHANICAL PLANS AND SPECIFICATION
- EXHAUST FAN - SEE MECHANICAL PLANS AND SPECIFICATION
- AC-1 — MECHANICAL EQUIPMENT I.D. TAG - SEE MECHANICAL PLANS
- CIRCUIT CONCEALED IN CEILING OR WALL
- CIRCUIT CONCEALED IN FLOOR OR UNDERGROUND
- HOME RUN TO PANELBOARD OR TERMINAL CABINET
- DENOTES # OF #12 WIRES, NO MARKS = 2 #12,½"C, CURVED HATCH DENOTES GROUND. OTHERS AS NOTED
- CONDUIT SEAL OFF
- TELEPHONE TERMINAL BOARD: SIZE AS SHOWN. FOURPLEX RECEPTACLE & 1 #6 CU TO GROUND.

NOTE: SYMBOLS INDICATED ABOVE MAY NOT NECESSARILY APPEAR AS PART OF THESE DRAWINGS IF NOT REQUIRED.

ABBREVIATIONS

BCW	BARE COPPER WIRE
C	CONDUIT
CEC	CALIFORNIA ELECTRICAL CODE
(E)	EXISTING
EG	EQUIPMENT GROUND
FACP	FIRE ALARM CONTROL PANEL
G	GROUND FAULT CIRCUIT INTERRUPTER
IG	ISOLATED GROUND
IMC	INTERMEDIATE METAL CONDUIT
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT
MCM	MILLION CIRCULAR MILLS
MP&S	SEE MECHANICAL PLANS & SPECIFICATIONS
(N)	NEW
NEC	NATIONAL ELECTRICAL CODE - NFPA 70
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NL	NIGHT LIGHT - FIXTURE TO BE UNSWITCHED
PFB	PROVISION FOR FUTURE BREAKER
PVC	POLYVINYL CHLORIDE CONDUIT
(R)	RELOCATE AS INDICATED
(RV)	REMOVE - RESTORE CONTINUITY TO REMAINING DEVICES.
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
WP	WEATHERPROOF
GFCI	GROUND FAULT CIRCUIT INTERRUPTER

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PROJECT NO:	T-16503-45
DRAWN BY:	J.E.S
CHECKED BY:	M.T.D.

REV	DATE	DESCRIPTION
B	4/15/2019	100% ZD REV.1
A	10/30/18	100% ZD SUBMITTAL

10/30/18

100% ZD Submittal

EXHIBIT A p13

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SF52XC168

Cherry Industrial

6590 CENTRAL AVENUE
NEWARK, CA

SHEET TITLE
ELECTRICAL DETAILS & PANEL SCHEDULE

SHEET NUMBER
E-1

Plot Date: 4/16/2019 9:49:03 AM File Name: P:\2016\16503 Precision Site Development LLC - SF52XC168-45 - SF52XC168 Cherry Industrial\Revit Building & MEP\Electrical\Revit & Parts\Schedule.dwg Plotted By: Brad Gatewaple

Cherry Industrial

6590 Central Ave
Newark, CA 94560

SF25XC168

Sprint

Aerial photograph showing the viewpoints for the photosimulations.

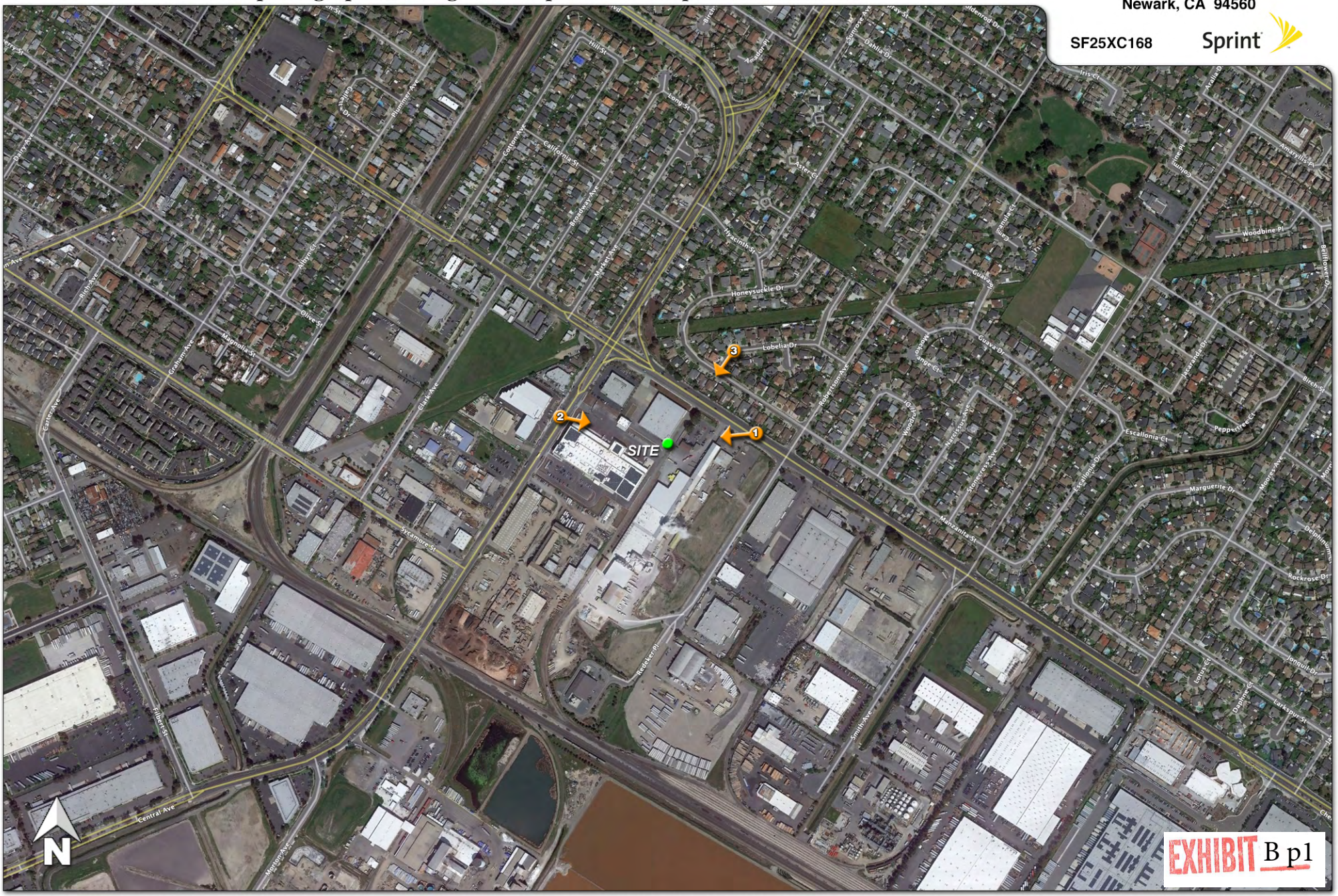

EXHIBIT B p1

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Photosimulation of the view looking west from Cherry Street at Robertson Ave.

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EXHIBIT B p2

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Photosimulation of the view looking east from Central Ave.

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EXHIBIT B p3

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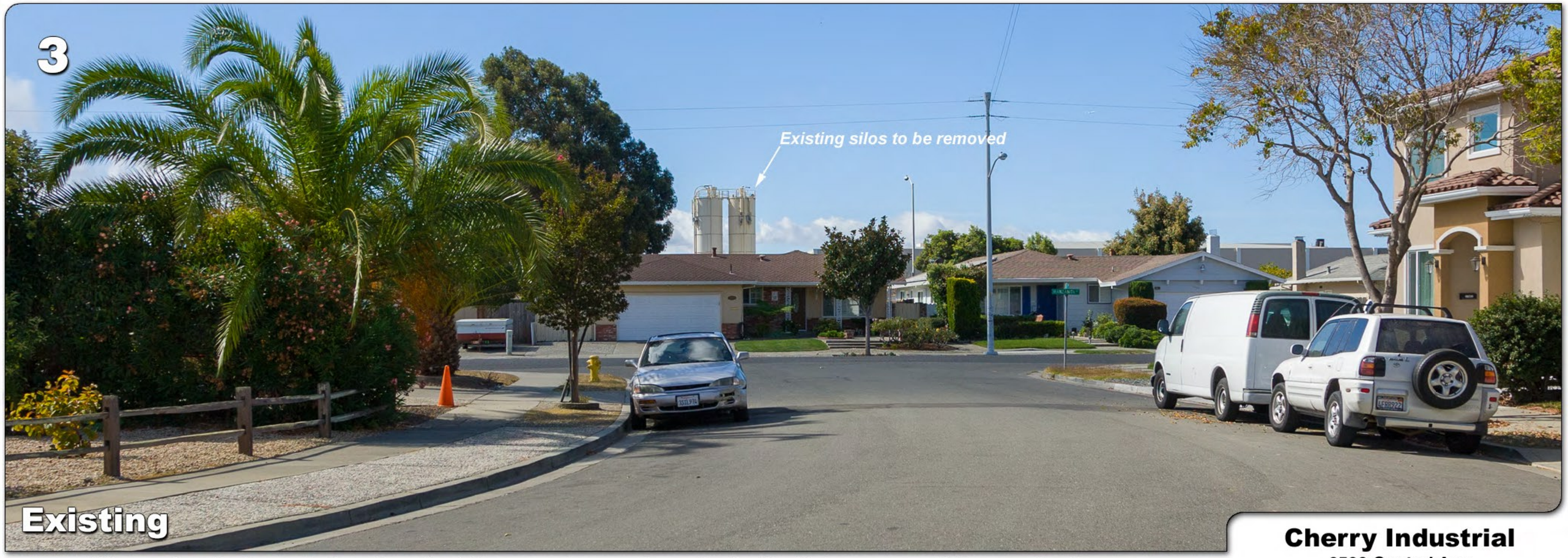

Photosimulation of the view looking southwest from Lobelia Drive across Manzanita Street.

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EXHIBIT B p4

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E.2 Hearing to consider property owners' objections and confirmation of the Superintendent of Streets' report concerning weed abatement assessments – from Assistant Maintenance Superintendent Hornbeck. (MOTION)(RESOLUTION)

Background/Discussion – The Superintendent of Streets' report on the 2019 Weed Abatement Program is being submitted pursuant to Resolution No. 10,908 adopted by the City Council on March 28, 2019. The report showing the assessments for the fall 2018 and the spring 2019 weed abatement has been posted as required. Owners whose properties are subject to an assessment may protest at this meeting or submit their objections prior to the hearing. As of July 18, 2019, no written objections have been received.

On April 25, 2019, the City Council directed the Superintendent of Streets to abate weeds on 151 parcels of land. Subsequent to notification, private property owners cleared 125 parcels and the City's contractor cleared 26 parcels. This year, the assessments ranged from $39 to $1,736, which includes the 20% administrative fee required by the City of Newark Master Fee Schedule. The lowest cost is for a vacant property that required minimal work. The highest cost was for a property that required tractor work. There were no additional supplemental lot clearings for the 2018 fall abatement work included in this year's assessments. The combined total for all assessments, including administrative charges, is $11,226.

Attachments – Resolution**,** Superintendent of Streets Report – 2019 City of Newark Weed Abatement

Action – Staff recommends that the City Council, by motion, act upon any objections by property owners for assessments on their parcels for the 2019 Weed Abatement Program and, by resolution, confirm the Superintendent of Streets' report concerning weed abatement assessments.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING THE REPORT OF THE SUPERINTENDENT OF STREETS CONCERNING WEED ABATEMENT ASSESSMENTS

WHEREAS, the City Council of the City of Newark, by Resolution No. 10,908, ordered certain rubbish, refuse, dirt, and weeds to be abated in the manner provided by Sections 39560 and 39586 inclusive, of the Government Code of the State of California; and

WHEREAS, the Superintendent of Streets has caused said rubbish, refuse, dirt, and weeds to be abated. Nuisances abated and an accounting of the cost of abatement in front of or on each separate parcel of land has been set forth in a report entitled "Exhibit A – Superintendent of Streets Report - 2019 City of Newark Weed Abatement – Total Assessments" and attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the report of the Superintendent of Streets attached hereto and made a part hereof as Exhibit A is hereby confirmed;

BE IT FURTHER RESOLVED that the cost of abating the nuisance for each respective parcel is set forth in said report under the column entitled "Total Assessment";

BE IT FURTHER RESOLVED that there is hereby levied a special assessment against each parcel of land described in said report in the amount of $11,226.00 as shown in said column "Total Assessment";

BE IT FURTHER RESOLVED that the costs levied as a special assessment against the parcels of land described in said report shall become a lien upon the property.

(nhr1)

EXHIBIT A

Superintendent of Streets Report

2019 City of Newark Weed Abatement

Total Assessments

			Total
MAP NO.	**APN**	**LOCATION**	**Assessment**
2	092-0005-029-09	6844 Mayhews Landing Rd	230
3	092-0131-001-09	Filbert St at Snow	459
4.0	092-0021-015-03	Sycamore St Near George	422
7.0	092-0045-011-00	Magnolia at Rich Ave	39
8.0	092-0030-014-03	6717 Thornton Ave	153
9	092-0030-018-04	6781 Thornton Ave	153
10	092-0032-003-00	Dairy Ave by 36805	173
11	092-0041-008-03	SP Railroad ROW	1614
15	537-0460-007-25	6953 Jarvis Ave	153
22	092-0074-001-09	Clark Ave	192
23	537-0460-013-00	6800 Overlake Pl	384
24	092-0075-004-02	Cherry St	153
30	92A-2143-042-00	6179 Robertson Ave	156
32	092-0061-011-00	6849 Baine Ave	231
34	092-0126-019-00	SMCTD ROW	1736
35	537-0852-001-02	8787 Enterprise Dr	540
36	092-0115-011-00	37445 Willow St	463
36	092-0100-004-02	Willow St at Enterprise Dr	463
45	092-0125-010-00	7843 Railroad Ave	192
47	92A-1036-029-02	6214 Thornton Ave	269
49	092-0135-023-00	Walnut St Corner Lot	96
53	92A-1036-031-02	6152 Thornton Ave	912
57	092-0030-016-02	6749 Thornton Ave	153
63	92A-0623-043-00	36589 Newark Blvd	384
68	092-0140-006-00	8333 Enterprise Dr	1314
71	092-0100-011-03	Thornton Ave US Treas Dept	192
		TOTAL	$11,226

E.3 Hearing to consider establishment of an Underground Utility District on Newark Boulevard between Fair Avenue and Bellhaven Avenue (Newark Underground District No. 15) – from Public Works Director Fajeau (RESOLUTION)

Background/Discussion – On June 27, 2019, the City Council adopted a resolution setting July 25, 2019 as the date for a public hearing for the establishment of an underground utility district on Newark Boulevard between Fair Avenue and Bellhaven Avenue. The City has established underground utility districts in the past to convert existing overhead electrical and communication wires and poles to underground facilities. These projects have taken place primarily on arterial districts where the aesthetic impact of removal of the overhead facilities providing the greatest public benefit. A primary funding source for these projects has been through the Pacific Gas and Electric (PG&E) Rule20A program. While a substantial amount of utility undergrounding has occurred with private development activity in Newark, it has been many years since the City has undertaken its own project through the use of PG&E Rule 20A Work Credits. As of March 31, 2019, the City has $2,723,527 available in funding as Work Credits through the Rule 20A program.

The Public Works Department, pursuant to a resolution adopted by the California Public Utilities Commission, recently received a notice from PG&E regarding the potential reallocation of Rule 20A Work Credits to fund an undergrounding project in the City of Live Oak (located in Sutter County). This potential reallocation affects 92 jurisdictions in California that have not undertaken a new underground utility district in the last eight years. The total proposed reallocation for all 92 jurisdictions is $554,000. The proposed reallocation for Newark is currently estimated at $13,866. However, this reallocation amount could increase for Newark if the total number of affected jurisdictions is reduced.

One option for the City (and for all affected jurisdictions) to avoid the proposed reallocation is to establish a new underground utility district as soon as possible. Pursuant to Chapter 13.08 (Underground Utility Districts) of the Newark Municipal Code, this would require that the City Council hold the public hearing and adopt a resolution to establish the district. The Newark Boulevard corridor between Fair Avenue and Cedar Boulevard was previously identified as a high priority location for future undergrounding due to the fact that Newark Boulevard is an arterial roadway with heavy vehicular and pedestrian traffic.

Staff is recommending that a portion of Newark Boulevard, between Fair Avenue and Bellhaven Avenue, be identified as the first phase of a potential undergrounding project through this corridor. This particular phase would involve coordination with only four commercial property owners and would not directly impact any residential property owners. At this time, staff recommends that the public hearing be held to consider establishment of the district and thereby minimize the potential for reallocation of the Rule 20A Work Credits. Actual construction for this first proposed phase would likely be combined with additional phases of work on the Newark Boulevard corridor to ensure completion of a more substantial aesthetic improvement. There is no required timeline for the construction work to take place.

All commercial property owners and utility owners potentially affected by this district have been notified of the public hearing. There are no proposed assessments at this time and establishment of any future assessments would require detailed design and coordination with the affected parties in advance of additional public hearings. Establish of the district at this time as proposed merely provides an opportunity to avoid the potential reallocation of Rule 20A funds.

Attachments – Resolution; Newark Underground District No. 15 Exhibit

Action – Staff recommends that the City Council, by resolution, establish an Underground Utility District on a portion of Newark Boulevard between Fair Avenue and Bellhaven Avenue (Newark Underground District No. 15).

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING AN UNDERGROUND UTILITY DISTRICT ON A PORTION OF NEWARK BOULEVARD BETWEEN FAIR AVENUE AND BELLHAVEN AVENUE (NEWARK UNDERGROUND DISTRICT NO. 15)

WHEREAS, Chapter 13.08 of the Newark Municipal Code (NMC) establishes a procedure for the creation of underground utility districts and requires as the initial step in each such procedure the holding of a public hearing to ascertain whether public necessity, health, safety, or welfare requires the removal of poles, overhead wires, and associated overhead structures; and the underground installation of wires and facilities for supplying electric, communication, cable television, or similar associated services in any such district; and

WHEREAS, it has been recommended that such an underground utility district (District), be formed on a segment of Newark Boulevard between Fair Avenue and Bellhaven Avenue in the City of Newark, as shown upon that certain map, which includes the parcel numbers as shown on the last equalized assessment roll on file with the City, entitled "Newark Underground District No. 15," hereinafter "Exhibit," dated June 2019, which is on file in the Office of the City Clerk of the City of Newark; and

WHEREAS, the California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20 and Telecommunication Rule 32; and

WHEREAS, pursuant to certain criteria, CPUC rules allow participating cities and counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution and telecommunication distribution and service facilities will be converted to underground; and

WHEREAS, the City of Newark, through Chapter 13.08 of the NMC, provides authorization for the City Council to designate areas within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, the Public Works Director for the City of Newark has consulted with the affected public utilities and such utilities have agreed that the proposed underground conversion district, designated the "Newark Underground District No. 15" and more particularly described in the Exhibit attached hereto and incorporated herein by reference, meets the criteria established by the rules of the CPUC, to wit:

that such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities; and

that the street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic; and

that the street or road or right-of-way is considered an arterial street or major collector as defined in the Governor's Office of Planning and Research General Plan Guidelines; and

WHEREAS, each year the City of Newark is notified by PG&E regarding the allocation of work credits for conversion of overhead electric distribution lines and facilities to underground, known as Rule 20A allocations; and

WHEREAS, the Public Works Director for City of Newark has consulted with PG&E and determined that the City has accumulated Rule 20A work credits sufficient to complete the proposed overhead to underground conversion project; and

WHEREAS, the City of Newark and the affected utilities will agree by letter that each utility shall complete the future engineering of their respective portion of the Newark Underground District No. 15 project; and

WHEREAS, the City of Newark and the affected utilities will agree by letter as to which party shall be responsible for preparation of future trench profile and composite drawings and that said party shall be designated as "trench lead" to manage trenching, installation of substructures, and pavement restoration and such other work; and

WHEREAS the Public Works Director of the City of Newark and the affected utilities will agree on a future work schedule which meets their respective capabilities and will further evaluate an agreement to waive any administrative fees, costs or special street restoration requirements for purposes of this project; and

WHEREAS, to the extent required, the City of Newark will assist in obtaining easements or rights of way on private property as may be necessary for installation of utility facilities in a form satisfactory to the affected utilities; and

WHEREAS, the City Council of the City of Newark has now received the report from the Public Works Director recommending that the area identified in the Exhibit should be designated as an underground utility district within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, upon the recommendation of the Public Works Director, the City Council of the City of Newark has determined that the proposed Newark Underground District No. 15 is categorically exempt from environmental review pursuant to the California Environmental Quality Act; and

WHEREAS, the City of Newark has, as required by law, duly notified all affected property owners within the proposed Newark Underground District No. 15 and inviting same to attend a public hearing to discuss formation of the proposed district; and

WHEREAS, the City Council of the City of Newark held a duly noticed public hearing at which time the Council did receive and consider the recommendation of the Public Works Director and did hear any and all objections or protests that were raised by the owners of property within the above described district pertaining to designating this area an underground utility district.

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

Section 1. The public interest requires the future removal of all existing utility poles, excepting those poles supporting streetlights or traffic signals, overhead wires and associated overhead structures and installation of underground wires and facilities for supplying electric power, communication, or similar associated services within the areas as shown in the Exhibit, attached hereto, with such area being designated as the Newark Underground District No. 15.

Section 2. The utility companies, cable television services and other affected services shall commence work on installation of underground facility installation in Newark Underground District No. 15 at such time as requested by the City and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage pre-paid, of the schedule for conversion of all utility service lines.

Section 3. The electric utility shall not use the underground conversion allocation computed pursuant to decisions of the California Public Utilities Commission for the purpose of providing to each premises requiring it in Newark Underground District No. 15, a maximum of one hundred feet of individual electric service trenching and conductor (as well as backfill, paving and conduit, if required) and each other serving utility shall provide service trenching and conductor in accordance with its rules and tariffs on file with the California Public Utilities Commission.

Section 4. The electric utility shall not use said underground conversion allowance allocation, up to a maximum amount of $1500 per service entrance excluding permit fees, for the conversion of electric service panels to accept underground service in Newark Underground District No. 15, and each property owner shall be financially responsible for any and all potential future costs not covered by the electric utility for the installation and maintenance of the conduit and termination box located on, under or within any structure on the premises served.

Section 5. That upon notification as specified in Section 2, all property owners in Newark Underground District No. 15 shall have underground electrical entrance facilities installed and inspected pursuant to the applicable electrical code within sixty (60) days and that should any property owner fail to install satisfactory underground electrical entrance facilities by the date specified in the notice, the electric utility shall notify the Public Works Director who shall, within thirty (30) days direct the electric utility in writing to discontinue electrical service to the property, without recourse, pursuant to Rule 11 until electrical entrance facilities are ready to accept underground electrical conductors and have passed the necessary inspection requirements.

Section 6. That once all services have been converted from overhead to underground, the utility companies, cable television services and other affected services shall remove all poles (except as specified above) and associated overhead facilities in Newark Underground District No. 15.

BE IT FURTHER RESOLVED that the City Council does hereby find that Newark Underground District No. 15 herein created is in the general public interest for the following reasons:

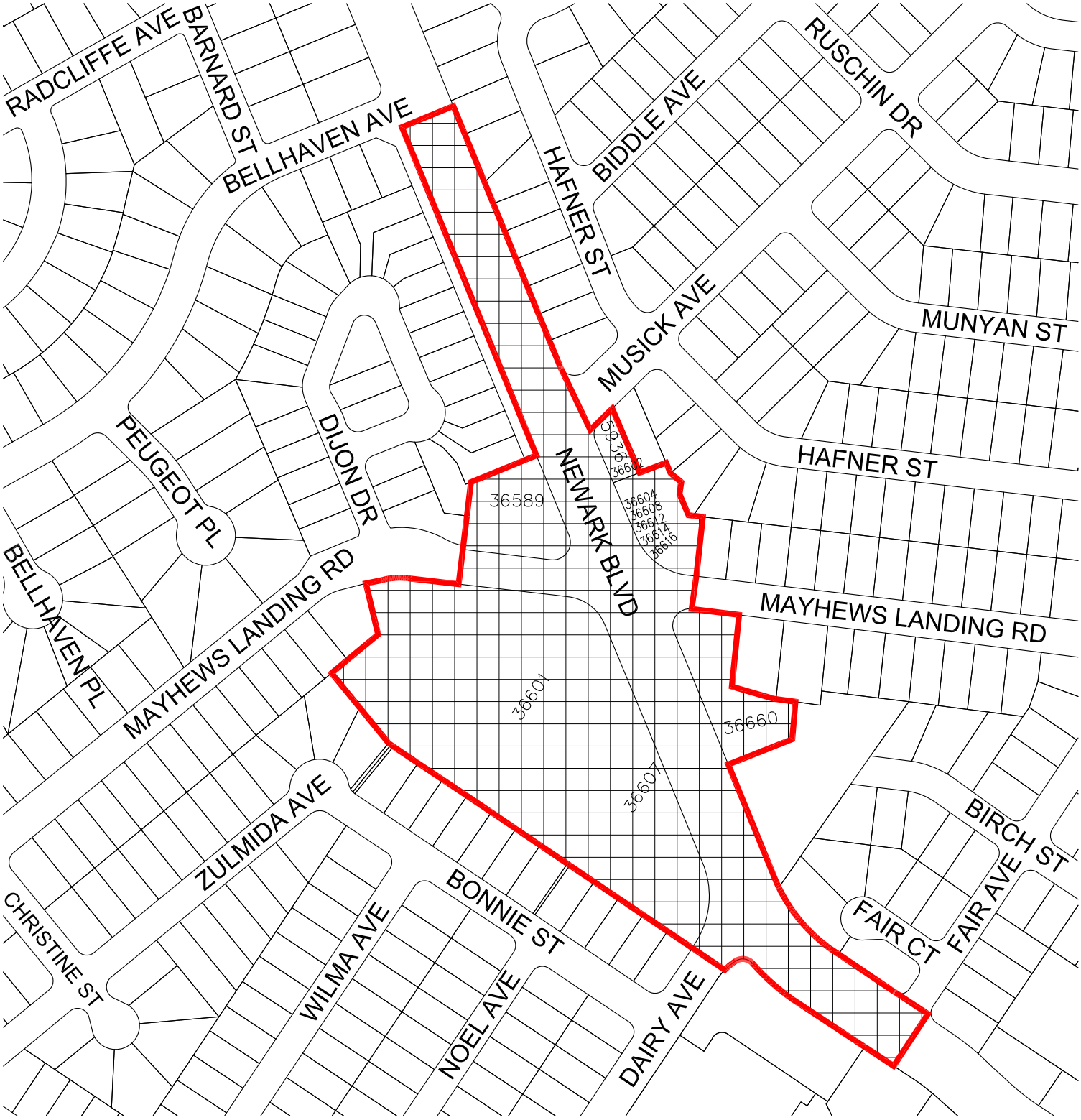
1. That such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities; and

2. That the street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic; and

3. That the street or road or right-of-way is considered an arterial street or major collector as defined in the Governor's Office of Planning and Research General Plan Guidelines.

BE IT FURTHER RESOLVED that all poles, overhead wires, and associated overhead structures except as provided herein shall be removed and underground installations made in said underground utility district in accordance with the requirements of Chapter 13.08 of the NMC.

BE IT FURTHER RESOLVED that the City Clerk (or her designee), within ten days after adoption of this resolution, shall mail a copy hereof to affected property owners, as such are shown on the last equalized Assessment Roll, and to the affected utilities.



UNDERGROUND UTILITY DISTRICT
NEWARK UNDERGROUND DISTRICT NO. 15
RULE 20A
NEWARK BOULEVARD PHASE I
FAIR AVENUE TO BELLHAVEN AVENUE

DISTRICT BOUNDARY

CITY OF NEWARK
ENGINEERING DIVISION

JUNE 2019

E.4 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 1 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 1. This district includes properties that abut Central Avenue between Filbert Street and Willow Street and provides for the maintenance of median landscaping on Central Avenue between Filbert Street and Willow Street, and buffer landscaping adjacent to the Alameda County flood control channel immediately west of Filbert Street. Maintenance and operation of median street lights along this portion of Central Avenue are also included in this district.

An annual public hearing is necessary to levy assessments to provide funds for this district. The total assessment for the district as provided in the approved Engineer's Report is $41,700 for the 2019-2020 fiscal year.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 1 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 1
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 1 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 1, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 1

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 27th day of June, 2019

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 1
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 1, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22485 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. Work to be included in Landscaping and Lighting District No. 1 consists of the maintenance and operation of median-island and buffer landscaping and landscape irrigation system and median-island lighting located in Central Avenue between Filbert Street and Willow Street. Costs shall include all maintenance and operation cost including normal upkeep, operating expenses, management expenses, replanting costs, and power costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 1
2019-20 FISCAL YEAR
CENTRAL AVENUE - Dumbarton Industrial Park

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$219,974
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$2,095
Extra Work (Contractor) - Tree Pruning & Knockdowns	$0
Extra Work (City Forces)	$0
PG&E	$40
Water	$900
Administration Costs	$1,800
Ala. Cty. Collection Costs	$0
- Tree Replacment Reserve Fund	($30,000)
- Less Reserve Fund	($10,000)
Total Carryover/deficit:	184,809

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	16,000	10,780	16,000
- Sweeping	2,000	2,000	2,600
- Utility Costs/Water & Electricity	7,500	5,400	8,500
- Irrigation Sprinkler Repairs	5,000	1,500	5,230
- Annual Tree Prunning	7,500	3,500	7,500
- Planting Replacement	123,800	0	154,000
- Bid Advertisement	0	0	0
Subtotal	$161,800	$23,180	$193,830
LIGHTING SYSTEM (64 Lights)			
- Energy Costs (PG&E)	5,000		5,000
- Photo Cell Replacement, Repairs	3,000		3,000
- Knockdowns, Long Term Capital Replacements	5,000		5,000
Subtotal	$13,000	$0	$13,000
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Review Consultant	150	150	150
Subtotal	$150	$150	$150
Subtotal	$174,950	$23,330	$206,980
Carryover/deficit			$184,809
Subtotal	$174,950	$23,330	$22,171

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)? N

INCIDENTAL EXPENSES

- Contract Administration (10%)	0
- Inspection (8%)	16,558
- PS&E for Bid (8%)	0
- Assessment Engineering	2,000
Subtotal	$18,558
TOTAL ANNUAL COST	$40,729

COLLECTION CHARGES

- Alameda County Collection Charges (Collection Percentage)	1.70%	692
BASE AMOUNT TO BE ASSESSED		**$41,421**

SPECIAL ASSESSMENTS (CORNER ENTRANCE LANDSCAPING)

Location	Charge to Parcel	Property Owner Resp. SF	Est. Cost per SF per month	Total Additional Maintenance Cost
SE Corner - Central Avenue at Willow Street				
	Parcel 1	4,168	0.020	83
NE Corner - Central Avenue at Willow Street				
	Parcel 4	4,168	0.020	83
SE Corner - Willow Street at Chabot Court				
	Parcel 4	3,152	0.020	63
			Total	230

	Parcel 1	Parcel 4	
Expense Summary and Other Expenses:			
Total Additional Maintenance Cost	60	140	
Other Expenses:			
- Contract Administration (10%)	6	14	
- Inspection (8%)	5	11	
- PS&E for bids (8%)	0	0	
- Alameda County Collection Charges	1	2	
Total	72	167	239

TOTAL AMOUNT TO BE ASSESSED	**41,660**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$41,700**

LANDSCAPING AND LIGHTING DISTRICT NO. 1
2019-20 FISCAL YEAR
CENTRAL AVENUE - Dumbarton Industrial Park

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	Common Area Assess.	Special Assess.	Total w/o Collection Charge	Collection Charge	Total Assessment
1	92-116-35-1	2,061.00	71.89	2,097.24	35.65	2,132.89
2	92-116-80	2,024.00		1,990.17	33.83	2,024.00
3	92-116-55	3,025.00		2,974.43	50.57	3,025.00
4	92-116-66	2,659.00	167.07	2,778.83	47.24	2,826.07
6	92-116-50 (Por)	1,305.00		1,283.19	21.81	1,305.00
7	92-116-64 (Por)	1,358.00		1,335.30	22.70	1,358.00
8	92-116-65 (Por)	1,206.00		1,186.82	20.18	1,207.00
9	92-116-48	4,306.00		4,234.02	71.98	4,306.00
10	92-116-49	2,704.00		2,658.80	45.20	2,704.00
11	92-116-56	2,743.00		2,697.15	45.85	2,743.00
12	92-116-57	2,941.00		2,891.84	49.16	2,941.00
13	92-252-12	771.00		758.11	12.89	771.00
14	92-252-11	4,263.00		4,191.74	71.26	4,263.00
15	92-252-10	0.00		0.00	0.00	0.00
16	92-252-8	0.00		0.00	0.00	0.00
17	92-252-7	0.00		0.00	0.00	0.00
18	92-251-12	2,204.00		2,167.16	36.84	2,204.00
19	92-251-13 (Por)	0.00		0.00	0.00	0.00
20	92-251-14	2,143.00		2,107.18	35.82	2,143.00
21	92-252-15	5,707.00		5,611.60	95.40	5,707.00
22	92-252-2 (Por)	0.00		0.00	0.00	0.00
	Totals	41,420	238.96	$40,963.58	$696.38	$41,659.96

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 1

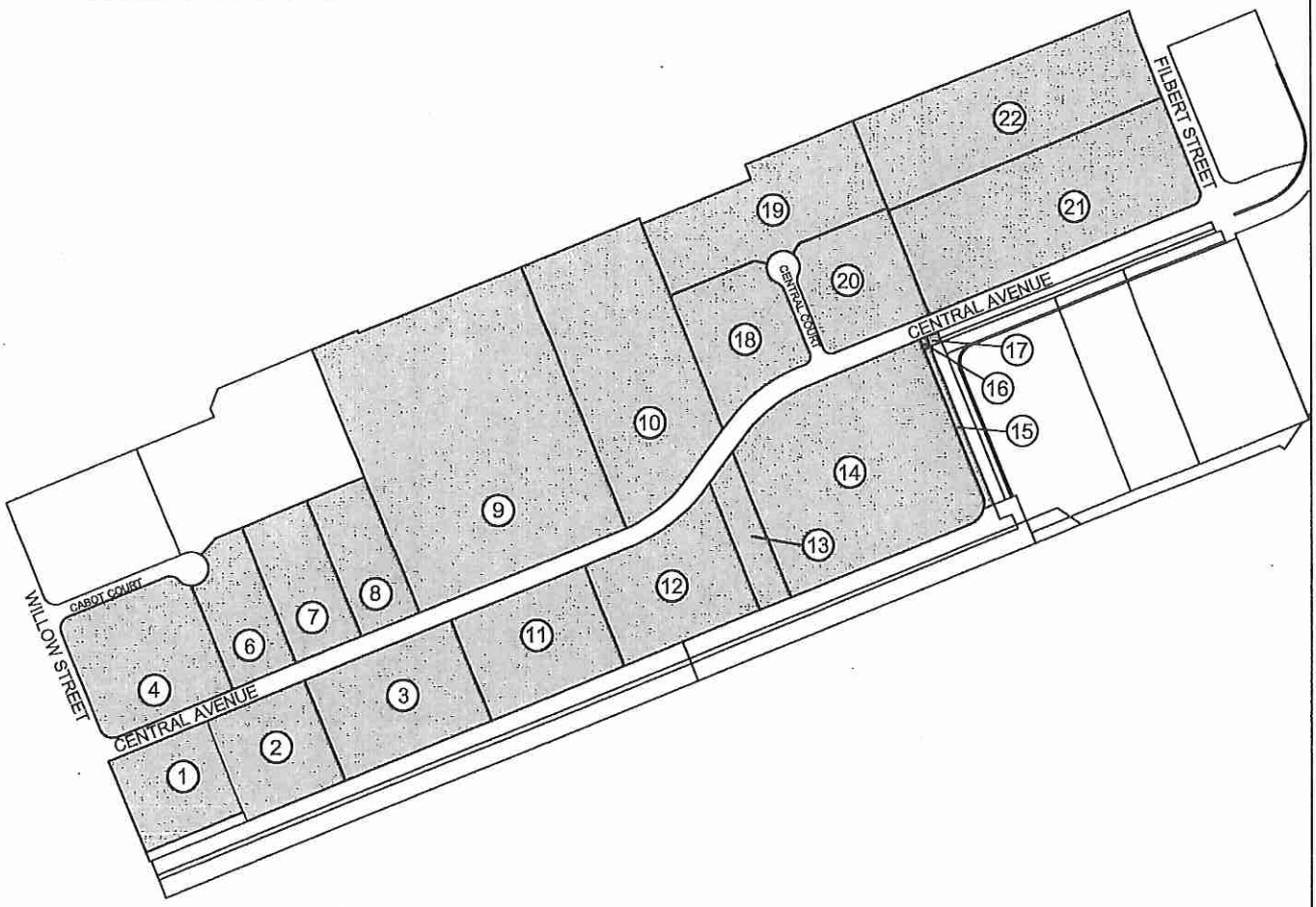
METHOD OF APPORTIONMENT OF ASSESSMENT

The method of spreading assessments, including incidental expenses, is in proper proportion to the benefits received on a front footage basis to lots fronting on Central Avenue between Filbert and Willow Streets.

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot



ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 1
CENTRAL AVENUE

CITY OF NEWARK
ENGINEERING DIVISION

Scale: 1"=600'
Page 1 of 2

Description of Work
Maintenance and operation of 10 median island and buffer landscaping including the entrance features at both ends of the business park, and 2) maintenance and operation of the assoicated landscape irrigation system, and 3) the maintenance and operation of the median island lighting system including operating costs, and power and water costs.

L&L Parcel	Assessor's Parcel
1	92-116-35-1
2	92-116-80
3	92-116-55
4	92-116-66
6	92-116-50 (Por)
7	92-116-64 (Por)
8	92-116-65 (Por)
9	92-116-48
10	92-116-49
11	92-116-56
12	92-116-57
13	92-252-12
14	92-252-11
15	92-252-10
16	92-252-8
17	92-252-7
18	92-251-12
19	92-251-13 (Por)
20	92-251-14
21	92-252-15
22	92-252-2 (Por)

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 1
CENTRAL AVENUE

E.5 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 2 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 2. This district provides for the maintenance of median and in-tract buffer landscaping on Jarvis Avenue adjacent to and within the boundaries of Tract 5232, Dumbarton Technology Park, on Jarvis Avenue at Lido Boulevard, as well as the Newark Boulevard medians fronting the Sprout's and Safeway shopping centers.

An annual public hearing is necessary levy assessments to provide funds for this district. The total assessment for this district as provided in the approved Engineer's Report is $26,661 for the 2019-2020 fiscal year.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 2 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 2
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 2 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 2, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 2

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27 , 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 27th day of May, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 2
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 2, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22485 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of Jarvis Avenue median-island and in-tract buffer landscaping and landscape irrigation system, and lighting adjacent to and within the boundaries of Tract 5232 and the Dumbarton Industrial Park. Costs shall include all maintenance and operation cost including normal upkeep, operating expenses, management expenses, replanting costs, and power costs.

b. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas adjacent to the public right-of-way on Dumbarton Court, Jarvis Avenue and Newark Boulevard and the 10-foot wide landscape easement in lots 6 and 7 of Tract 5232 adjoining the property within Parcel Map 5618.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 2
2019-20 FISCAL YEAR

Dumbarton Industrial Park (Tract 5232)
Raley's Shopping Center
Safeway/Orchard Supply Shopping Center

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$163,849
- Unencumbered Anticipated Expenses this Fiscal Year	
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Utility Costs - Water/Electricity	$1,100
Administration Costs	$0
Ala. Cty. Collection Costs	
- Tree Replacement Fund	($34,000)
- Less Reserve Fund	($20,000)
Total Carryover/deficit:	$110,949

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	6,000	2,820	6,000
- Communications	0	0	0
- Tree Pruning	15,000	2,500	15,000
- Irrigation Costs/Water/PG&E	4,500	3,400	4,500
- Irrigation Sprinkler Repairs	8,500	1,200	8,500
- Planting Replacement	91,000	0	91,000
- Bid Advertisement	0	0	0
Subtotal	$125,000	$9,920	$125,000
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Review Consultant	150	150	150
Subtotal	$150	$150	$150
Subtotal	$125,150	$10,070	$125,150
Carryover/deficit			$110,949
Subtotal			$14,201

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N	

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		10,012
- PS&E for bid (8%)		0
- Assessment Engineering		2,000
Subtotal		$12,012
TOTAL ANNUAL COST		$26,213

COLLECTION CHARGES

- Alameda County Collection Charges		446
(Collection Percentage)	1.70%	
TOTAL AMOUNT TO BE ASSESSED		**$26,659**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)		**$26,700**

EXHIBIT C - ASSESSMENT ROLL

LANDSCAPING AND LIGHTING DISTRICT NO. 2
2019-20 FISCAL YEAR

Dumbarton Industrial Park (Tract 5232)
Raley's Shopping Center
Safeway/Orchard Supply Shopping Center

L&L Parcel	Assessor's Parcel	Maximum Allowable Assessment	Total w/o Collection Charge	Collection Charge	Total Assessment
#N/A	537-521-38	20,454.92	14,060.96	239.04	14,300.00
3	537-521-39	3,296.33	2,265.49	38.51	2,304.00
4	537-855-22	3,150.00	2,254.67	38.33	2,293.00
5	537-521-14	2,256.25	1,614.55	27.45	1,642.00
6	537-521-15	272.50	194.69	3.31	198.00
7	537-521-46	77.50	56.05	0.95	57.00
8	537-521-45	1,204.50	729.60	12.40	742.00
9	537-521-47	492.00	298.92	5.08	304.00
10	537-521-48	300.00	191.74	3.26	195.00
12	537-521-37	1,716.25	804.33	13.67	818.00
13	537-521-36	1,322.50	620.45	10.55	631.00
14	537-521-23-2	51.25	24.58	0.42	25.00
15	537-521-24-2	150.00	54.08	0.92	55.00
16	537-521-25	206.25	97.35	1.65	99.00
17	537-521-26	81.25	37.36	0.64	38.00
18	537-521-27	152.50	71.78	1.22	73.00
19	537-521-28	163.75	76.70	1.30	78.00
20	92A-2596-1	216.25	131.76	2.24	134.00
21	92A-2596-2	71.25	43.26	0.74	44.00
22	92A-2596-3	125.00	75.71	1.29	77.00
23	92A-2596-4	1,292.50	783.68	13.32	797.00
24	92A-2596-5	120.00	72.76	1.24	74.00
25	92A-2596-6	130.00	81.61	1.39	83.00
26	92A-2596-7	107.50	64.90	1.10	66.00
27	92A-2596-8	326.25	198.62	3.38	202.00
28	92A-2596-9	1,290.00	781.71	13.29	795.00
29	92A-2596-10	612.50	370.70	6.30	377.00
30	92A-2596-11	262.50	157.33	2.67	160.00
	Totals		26,215.34	445.66	26,661.00

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 2

METHOD OF APPORTIONMENT OF ASSESSMENT

The proposed method of spreading assessments uses area to distribute costs in the proper proportion to benefits received.

Costs of the project for Jarvis Avenue west of Dumbarton Court and for Dumbarton Court, including proportional incidental expenses, will be spread on the basis of area to lots which front on Jarvis Avenue and Dumbarton Court. Costs incurred in conjunction with improvements on Jarvis Avenue east of Dumbarton Court and on Newark Boulevard, including proportional incidental expenses, will initially be charged to properties which front on this portion of Jarvis Avenue and on Newark Boulevard on the basis of area; after construction of buildings, these costs will be prorated on the basis the gross square footage of the building on the parcel to the total gross square footage of all of the buildings in the shopping center, with costs for vacant parcels based on the maximum building size permitted on the parcel.

Description of Work

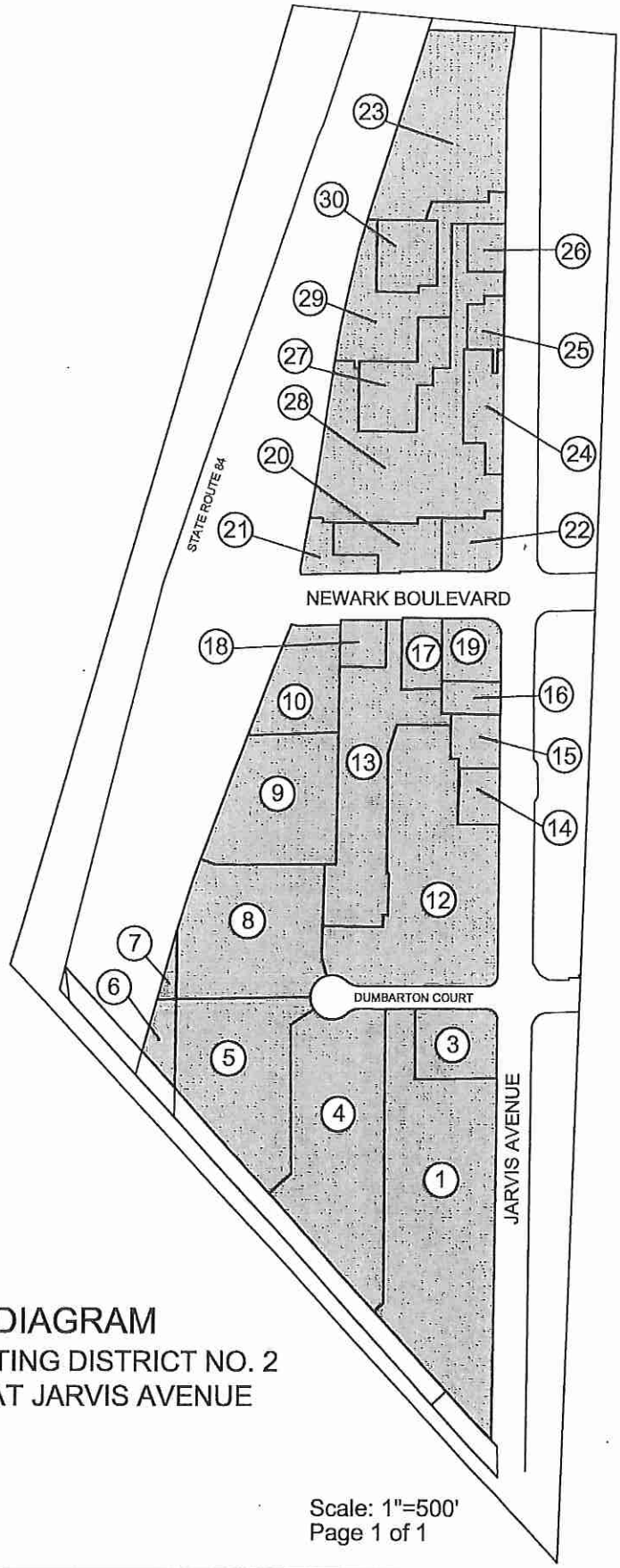
The maintenance of buffer landscaping and median landscaping (inlcuding irrigation systems) on Newark Boulevard and Jarvis Avenue fronting the district. Buffer landscaping maintenance is accomplished by the adjacent property owners while maintenance of median landscaping is accomplished under contract. Work includes maintenance of art elements.

L&L Parcel	Assessor's Parcel
1	537-521-38
3	537-521-39
4	537-855-22
5	537-521-14
6	537-521-15
7	537-521-46
8	537-521-45
9	537-521-47
10	537-521-48
12	537-521-37
13	537-521-36
14	537-521-23-2
15	537-521-24-2
16	537-521-25
17	537-521-26
18	537-521-27
19	537-521-28
20	92A-2596-1
21	92A-2596-2
22	92A-2596-3
23	92A-2596-4
24	92A-2596-5
25	92A-2596-6
26	92A-2596-7
27	92A-2596-8
28	92A-2596-9
29	92A-2596-10
30	92A-2596-11

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot



ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 2
NEWARK BOULEVARD AT JARVIS AVENUE

CITY OF NEWARK
ENGINEERING DIVISION

Scale: 1"=500'
Page 1 of 1

E.6 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 4 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 4. This district provides for the maintenance of Stevenson Boulevard median island landscaping from the Nimitz Freeway to the railroad tracks west of Cherry Street and maintenance of median islands and up to 50 feet of greenbelt landscaping adjacent to Cherry Street and the interior loop streets within the boundaries of Stevenson Point Technology Park, the maintenance of landscaping across the Newark Unified School District property on Cherry Street, and the street lighting maintenance, trash capture device maintenance, and neighborhood park maintenance of Zone 2 - Sanctuary.

An annual public hearing is necessary to levy assessments to provide funds for this district. The total assessment for this district as provided in the Engineer's Report is approximately $112,115 for the 2019-2020 fiscal year.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 4 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 4
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 4 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 4, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 4

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the27th day of June, 2019

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 4
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 4, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22565 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of Stevenson Boulevard median-island landscaping from the Nimitz Freeway to Cherry Street.

b. The maintenance of median-island and up to 50 feet of green belt landscaping and street lighting adjacent to Cherry Street and the interior loop street within the boundaries of New Technology Park.

c. The maintenance of landscaping across the Newark Unified School District parcel on Cherry Street.

d. Costs to be assessed to properties within this Landscaping and Lighting District No. 4 shall include all maintenance and operation costs including normal upkeep, operating expenses, management expenses, replanting costs, and power costs.

e. All improvements identified in the Final Engineer’s Report for the Creation of Zone No. 2 (Sanctuary Development), approved by the City Council of the City of Newark on April 11, 2019, pursuant to Resolution No. 10,911, and incorporated herein by reference.

This report consists of the following:

PART A - Plans and specifications for the improvement.
PART B - An estimate of the cost of improvement.
PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.
PART D - Rules for spreading the assessment among the benefited parcels of land.
PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

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LANDSCAPING AND LIGHTING DISTRICT NO. 4
2019-20 FISCAL YEAR

CHERRY STREET, STEVENSON BLVD. - New Technology Park
STEVENSON BLVD. (WEST OF CHERRY) - Stevenson Point Techpark
ZONE 2 - Sanctuary Development (see attached Cost Estimate)

EXHIBIT B - ANNUAL BUDGET

	Cherry and East	West of Cherry	Total
CASH BALANCE CALCULATION			
- Cash Balance	$357,457	$119,152	$476,609
- Unencumbered Anticipated Expenses this Fiscal Year			
Other Contractual Costs	$0	$0	$0
Extra Work (Contractor)	$0	$110	$110
Extra Work (City Forces)	$0	$720	$720
Tree Pruning	$500	$0	$500
Utility Costs - Water/Electricity	$0	$0	$0
Administration Costs	$900	$900	$1,800
Ala. Cty. Collection Costs	$0	$0	$0
- Tree Replacement Fund	($52,500)	($17,500)	($70,000)
- Less Reserve Fund	($30,000)	($10,000)	($40,000)
Total Carryover/deficit:	$273,557	$89,922	$363,479

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
New Technology Park - Cherry Street and Stevenson Boulevard (East of Cherry St.)			
- Contractural Maintenance Costs	1,500	460	1,500
- Sweeping	2,250	2,250	2,250
- Utility Costs - Water/Electricity	2,100	1,225	2,100
- Irrigation Repairs	11,100	200	11,100
- Planting Replacement	121,000	500	130,000
Subtotal	$137,950	$4,635	$146,950
Stevenson Point TechPark - Stevenson Boulevard (West of Cherry St.)			
- Contractural Maintenance Costs	1,200	100	1,500
- Sweeping	750	750	725
- Utility Costs - Water/Electricity	2,100	450	2,100
- Irrigation Repairs	4,100	110	4,100
- Planting Replacement	41,550	0	44,500
Subtotal	$49,700	$1,410	$52,925
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	150	150	150
Subtotal	$187,800	$6,195	$200,025
Carryover/deficit			$363,479
Subtotal			($163,454)

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Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N	

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		16,002
- PS&E for bids (8%)		0
- Assessment Engineering		0
	Subtotal	$16,002
	TOTAL ANNUAL COST	$36,571
	Carryover to Use	($622)
	NEW COST TO PROPERTY OWNERS	$35,949

COLLECTION CHARGES

- Alameda County Collection Charges		$622
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$37,193**
New Technology Park - Amount to be Assessed		$25,171
Stevenson Point Techpark - Amount to be Assessed		$12,037
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$37,200**

PART B
Estimate of Cost

The estimated maximum costs for Maintenance Services are the estimated costs of maintenance and services if the Improvements were fully maintained for Fiscal Year 2019-20, as estimated in the table below. Section 22569(a) of Landscape and Lighting Act of 1972 (the "1972 Act") provides that estimate of costs includes the total cost improvements to be made for the year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses.

The table on the following page shows the estimated annual costs for the Zone:

Cost Estimate – Zone 2

Item	Unit	Quantity	Cost/Unit	Cycle (Years)	Annual Cost
Zone Improvements					
Maintenance Costs					
Tract 8270 Street Lights	EA	51	$100.85	1	$5,143.35
Trash Capture Devices	EA	11	$186.32	1	$2,049.52
Park Maintenance	SF	132,422	$0.20	1	$26,484.48
Subtotal Maintenance Costs					*$33,677.35*
Operating Reserves (10% of Maintenance Costs)					*$3,367.74*
Capital Replacement Reserves					
Tract 8270 Street Lights					
LED Post Top	EA	51	$1,834.11	14	$6,827.71
LED Printed Circuit Boards	EA	51	$496.85	14	$1,849.59
Driver	EA	51	$95.55	14	$355.70
Button Photocell	EA	51	$89.58	25	$182.74
Fusing	EA	51	$19.90	25	$40.60
Tapered Round POLE	EA	51	$1,081.04	75	$735.11
Pole Bracket/Arm	EA	51	$859.93	75	$584.75
Trash Capture Devices	EA	11	$517.55	30	$189.77
Subtotal Captial Replacement Reserves					*$10,765.96*
Total Annual Cost of Zone Improvements					**$47,811.05**
Existing District Improvements					**$26,420.92**
Administrative Costs					
City Personnel Costs	10% of Maintenance Costs				$3,367.74
Contractual Maintenance Costs	10% of Maintenance Costs				$3,367.74
Inspection	8% of Maintenance Costs				$2,694.19
Assessment Engineering	$1,500 Annual Fee				$1,500.00
Alameda County Collection Charges (1.7%)	1.7% of Assessment Amount				$1,250.64
Rounding Adjustment					$3.65
Annual Cost of Administration					**$12,183.95**
General/Special Benefit Adjustments					
Special Benefit to Parcels Outside of Sanctuary					-$9,553.36
General Benefit Adjustment					-$1,955.39
Total General/Special Benefit Adjustments					**-$11,508.75**
Total Balance to Levy					**$74,907.16**

Cost Estimate Notes

- The operating reserve collection shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The budget shown above provides for collection of the 50% operating reserve over the first five years that the assessment is levied.
- The Alameda County collection charge is equal to 1.7% of the total assessment placed on the tax roll each year.
- The rounding adjustment is necessary so that the assessment amount for each parcel is rounded to even cents as the assessments are collected in two equal installments.

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LANDSCAPING AND LIGHTING DISTRICT NO. 4
2019-20 FISCAL YEAR

CHERRY STREET, STEVENSON BLVD. - New Technology Park
STEVENSON BLVD. (WEST OF CHERRY) - Stevenson Point Techpark
ZONE 2 - Sanctuary Development (see attached Assessment Roll)

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	Area	% Total Area	Total w/o Collection Charge	Collection Charge	Total Assessment
New Technology Park (Cherry Street and Stevenson Boulevard east of Cherry)						
1	901-110-68	6.97	5.35%	1,324.48	22.52	1,347.00
2	901-110-69	1.78	1.37%	338.25	5.75	344.00
5	901-185-12	0.00	0.00%	0.00	0.00	0.00
6	901-185-13-8	80.13	61.51%	15,222.22	258.78	15,481.00
7	901-185-14	1.41	1.08%	267.45	4.55	272.00
29	901-185-39	0.80	0.61%	152.41	2.59	155.00
13	901-185-40	4.03	3.09%	765.98	13.02	779.00
14	901-185-41	5.80	4.45%	1,102.26	18.74	1,121.00
15	901-185-42	8.74	6.71%	1,659.78	28.22	1,688.00
16	901-185-33	13.45	10.32%	2,554.57	43.43	2,598.00
17	901-185-43	7.18	5.51%	1,363.82	23.18	1,387.00
	Sub-Total	130.29	100.00%	$24,751.23	$420.77	$25,171.00
Stevenson Point Techpark (Stevenson Boulevard west of Cherry Street)						
29	901-185-39	0.80	0.86%	102.26	1.74	104.00
13	901-185-40	4.03	4.35%	515.24	8.76	524.00
14	901-185-41	5.80	6.26%	741.40	12.60	754.00
15	901-185-42	8.74	9.44%	1,117.01	18.99	1,136.00
16	901-185-33	13.45	14.53%	1,719.76	29.24	1,749.00
17	901-185-43	7.18	7.75%	917.40	15.60	933.00
18	901-185-44	6.03	6.51%	770.89	13.11	784.00
19	901-185-51	3.67	3.96%	469.03	7.97	477.00
20	901-185-52	4.86	5.25%	621.44	10.56	632.00
21	901-185-53	3.78	4.08%	482.79	8.21	491.00
22	901-185-54	3.93	4.24%	501.47	8.53	510.00
23	901-185-55	4.03	4.35%	514.26	8.74	523.00
24	901-185-56	2.88	3.11%	367.75	6.25	374.00
25	901-185-57	0.79	0.85%	101.28	1.72	103.00
26	901-185-58	3.72	4.02%	475.91	8.09	484.00
27	901-185-59-2	3.90	4.21%	498.53	8.47	507.00
28	901-185-60-1	2.71	2.92%	346.12	5.88	352.00
30	901-185-49	12.31	13.29%	1,573.25	26.75	1,600.00
31	901-185-50	0.00	0.00%	0.00	0.00	0.00
	Sub-Total	92.60	100.00%	$11,835.79	201.21	$12,037.00
	Total	222.9		$36,587.02	$621.98	$37,208.00

APPENDIX C
Assessment Roll

The Assessment Roll is hereby incorporated and made a part of this Report, as shown below. Reference is made to the Alameda County Assessment Roll for a description of the lots or parcels in the Zone. The Assessment Roll is shown on the following pages.

City of Newark
Landscape and Lighting District No. 4
Zone 2 - Sanctuary

Fiscal Year 2019/20 Assessment Roll

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
N/A	N/A	901 -0200-016-00	LS NEWARK LLC	EXE	$0.00	$0.00	$0.00
N/A	N/A	901 -0200-017-00	LS NEWARK LLC	EXE	$0.00	$0.00	$0.00
N/A	N/A	901 -0200-018-00	ARROYO CAP III LLC	EXE	$0.00	$0.00	$0.00
I	1	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	2	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	3	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	4	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	5	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	6	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	7	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	8	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	9	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	10	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	11	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	12	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	13	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	14	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	15	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	16	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	17	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	18	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	19	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	20	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	21	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	22	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	23	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	24	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	25	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	26	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	27	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	28	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	29	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	30	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	31	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	32	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	33	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	34	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	35	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	36	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	37	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	38	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	39	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	40	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	41	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	42	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	43	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	44	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
I	45	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	46	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	47	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	48	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	49	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	50	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	51	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	52	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	53	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	54	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	55	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	56	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	57	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	58	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	59	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	60	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	61	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	62	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	63	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	64	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	65	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	66	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	67	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	68	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	69	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	70	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	71	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	72	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	73	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	74	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	75	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	76	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	77	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	78	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	79	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	80	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	81	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	82	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	83	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	84	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
I	85	901 -0200-019-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	109	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	110	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	111	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	112	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	113	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	114	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	115	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	116	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	117	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	118	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	119	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	120	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	121	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	122	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
II	123	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	124	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	125	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	126	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	127	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	128	901 -0200-020-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	86	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	87	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	88	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	89	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	90	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	91	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	92	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	93	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	94	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	95	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	96	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	97	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	98	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	99	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	100	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	101	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	102	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	103	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	104	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	105	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	106	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	107	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	108	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	129	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	130	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	131	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	132	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	133	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	134	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	135	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	136	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	137	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	138	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	139	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	140	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	141	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	142	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	143	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	144	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	145	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	146	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	147	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	148	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	149	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	150	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	151	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	152	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	153	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06
II	154	901 -0200-021-00	ARROYO CAP III LLC	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
III	265	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	266	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	267	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	268	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	269	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	270	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	271	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	272	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	273	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	274	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	275	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	276	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	277	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	278	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	279	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	280	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	281	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	282	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	283	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	284	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	285	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	286	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	287	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	288	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	289	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
III	290	901 -0200-022-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	291	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	292	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	293	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	294	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	295	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	296	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	355	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	356	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	372	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	373	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	374	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	375	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	376	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	377	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	378	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	379	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	380	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	381	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	382	901 -0200-024-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	297	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	298	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	299	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	300	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	301	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	302	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	303	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	304	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	305	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	306	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
IV	307	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	308	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	309	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	310	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	311	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	312	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	313	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	314	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	315	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	316	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	317	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	318	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	319	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	320	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	321	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	322	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	323	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	324	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	325	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	326	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	327	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	328	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	329	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	330	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	331	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	332	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	333	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	334	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	335	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	336	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	337	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	338	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	339	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	340	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	341	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	342	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	343	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	344	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	345	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	346	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	347	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	348	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	349	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	350	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	351	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	352	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	353	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	354	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	357	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	358	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	359	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	360	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	361	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	362	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	363	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
IV	364	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	365	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	366	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	367	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	368	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	369	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	370	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	371	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	383	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	384	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	385	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
IV	386	901 -0200-025-00	KB SANCTUARY LLC	SFR	$190.82	$3.24	$194.06
				TOTALS:	**$73,652.87**	**$1,250.64**	**$74,907.16**

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 4

METHOD OF APPORTIONMENT OF ASSESSMENT

The proposed method of spreading assessments uses area to distribute costs in the proper proportion to benefits received.

The total costs of the project, including incidental expenses, will be spread on an acreage basis to lots within the district boundaries and pursuant to the method of apportionment of assessment identified in the Final Engineer's Report for the Creation of Zone 2 (Sanctuary Development), approved by the City Council of the City of Newark on April 11, 2019 pursuant to Resolution No. 10,911, and incorporated herein by reference.

PART E

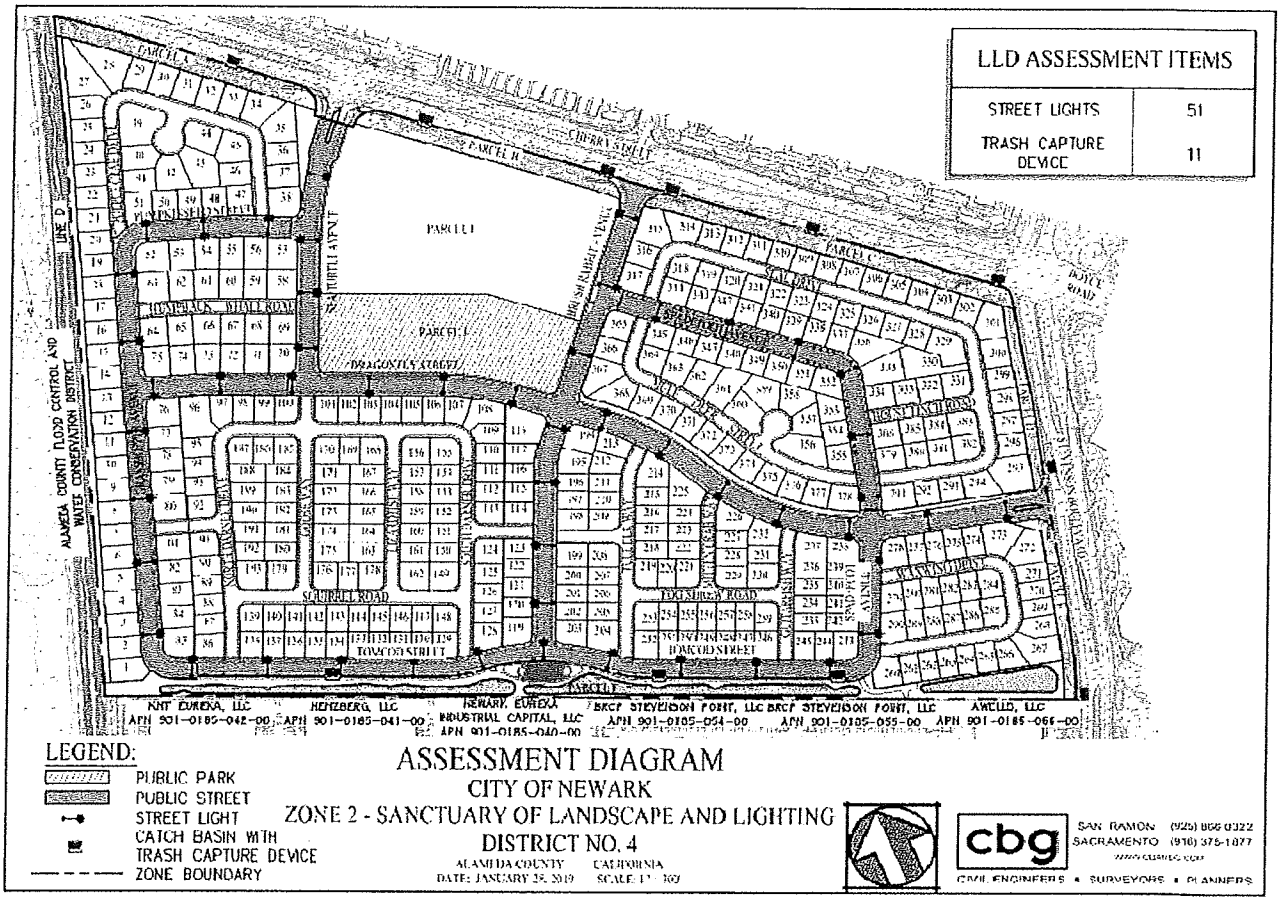
LANDSCAPING AND LIGHTING DISTRICT NO. 4

ASSESSMENT DIAGRAMS

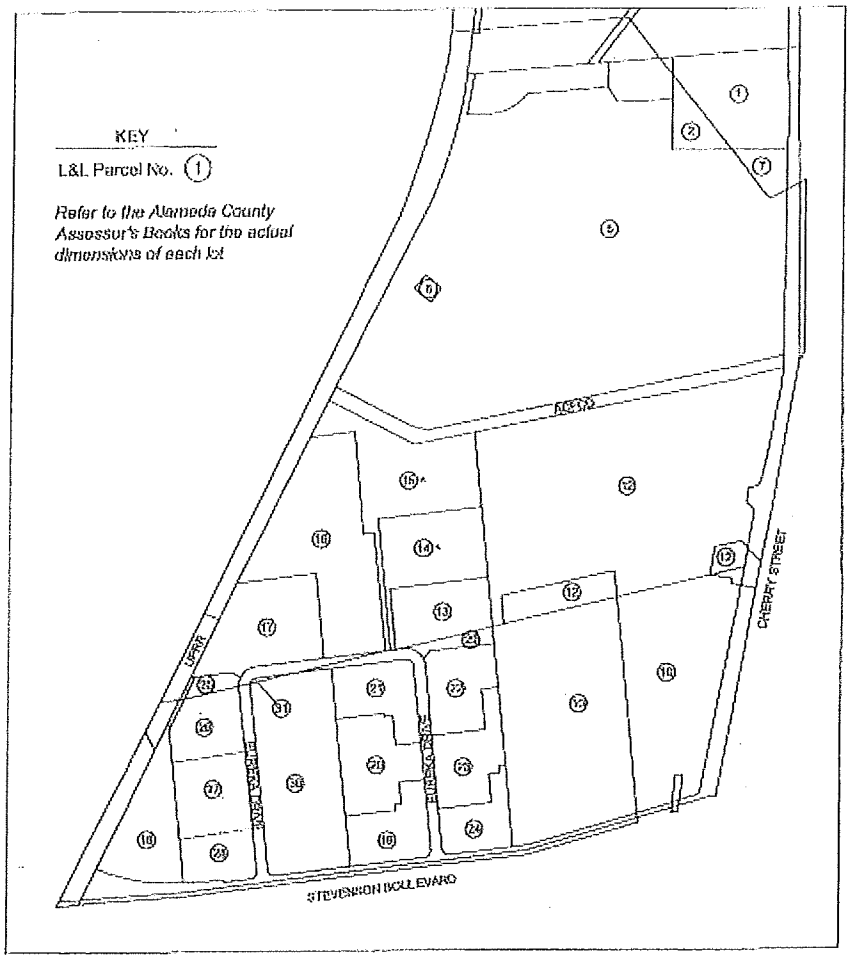
See the attached Assessment Diagrams on the following pages for all zones in Landscaping and Lighting District No. 4.

APPENDIX B

Zone 2 – Sanctuary of Landscape and Lighting District No. 4
Assessment Diagram



APPENDIX B
Landscape and Lighting District No. 4
Assessment Diagram



ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 4
CHERRY STREET AND STEVENSON BOULEVARD
NEW TECHNOLOGY PARK
AND STEVENSON POINT TECHPARK

CITY OF NEWARK
ENGINEERING DIVISION

Scale: None
Page 1 of 2

E.7 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 6 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 6. This district provides for the maintenance of median and greenbelt landscaping and the irrigation systems in the area formerly known as Redevelopment Area No. 2. The area is the property generally bounded by Balentine Drive, Cedar Boulevard, Stevenson Boulevard, and the Nimitz Freeway.

This district is currently inactive. All property owners in this district will receive a "zero" assessment for 2019-2020 as identified in the previously approved Engineer's Report.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 6 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 6
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 6 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 6, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 6

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 27th day of June, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 6
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 6, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of street lighting and landscaping within the public right-of-way and landscape irrigation systems within easement areas. Costs shall include all maintenance and operation costs including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 6
2019-20 FISCAL YEAR

REDEVELOPMENT AREA NO. 2 - Cedar Blvd., Stevenson Blvd., Balentine Drive and Joaquin Murieta Avenue

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	($33,395)
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$0
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Tree Pruning	$0
Utility Costs - Water/Electricity	$0
Administration Costs	$0
Ala. Cty. Collection Costs	$0
- Less Reserve Fund	$0
	$0
Total Carryover/deficit:	($33,395)

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	0	805	0
- Sweeping	0	0	0
- Utility Costs - Water/Electricity	0	1,150	0
- Irrigation Repairs	0	0	0
- Annual Tree Pruning	0	0	0
- Planting Replacement	0	0	0
- Bid Advertisement	0	0	0
Subtotal	$0	$1,955	$0
OTHER COSTS			
- Contingencies	0	0	0
- Computer tape for Alameda County	0	0	0
Subtotal	$0	$0	$0
Subtotal	$0	$1,955	$0
Carryover/deficit			($33,395)
Subtotal			$33,395

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N	
Inspection to be provided (Y/N)?	Y	
New Plans and specifications needed (Y/N)?	N	
Existing PS&E to be used (Y/N)?	Y	
Special Conditions:		
Contract costs previously deducted (Y/N)?	Y	
Rounded Administration Fee		0

INCIDENTAL EXPENSES

- Contract Administration (10%)	0
- Inspection (4%)	0
- Design, Engineering for bids (10%)	0
- Use of existing plans (4%)	0
- Assessment Engineering	0
Subtotal	$0
TOTAL ANNUAL COST	$33,395

COLLECTION CHARGES

- Alameda County Collection Charges		568
(Collection Percentage)	1.70%	
TOTAL AMOUNT TO BE ASSESSED		**$0**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)		**$0**

LANDSCAPING AND LIGHTING DISTRICT NO. 6
2019-20 FISCAL YEAR
REDEVELOPMENT AREA NO. 2 - Cedar Blvd., Stevenson Blvd.,

Note: All costs associated with this district at this time are for median landscaping on Cedar Boulevard and are therefore charged only to parcels with frontage on Cedar Boulevard and at Balentine Dr at Stevenson Blvd. on the basis of frontage

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	Cedar Blvd. Frontage	% Total Frontage	Total w/o Collection Charge	Collection Charge	Total Assessment
1	901-194-3					
2	901-194-4-3					
3	901-194-5					
4	901-195-1					
5	901-195-2					
6	901-195-3					
7	901-195-33					
8	901-195-32					
9	901-195-31					
10	901-195-6	221	9.71%	0.00	0.00	0.00
11	901-195-34	534	23.46%	0.00	0.00	0.00
12	901-195-37	163	7.16%	0.00	0.00	0.00
13	901-195-39	516	22.67%	0.00	0.00	0.00
14	901-195-10					
15	901-195-29					
16	901-195-15					
17	901-195-18					
18	901-195-19					
19	901-195-20					
20	901-195-22					
21	901-195-30					
22	901-195-27					
23	901-195-28					
24	901-197-1					
25	901-197-2					
26	901-197-3					
27	901-197-4					
28	901-197-5-1	24	1.05%	0.00	0.00	0.00
29	901-197-5-2	252	11.07%	0.00	0.00	0.00
30	901-197-6-1					
31	901-197-6-2	271	11.91%	0.00	0.00	0.00
32	901-197-7	135	5.93%	0.00	0.00	0.00
33	901-197-10					
34	901-197-11					
35	901-197-12					
36	901-197-13					
37	901-195-38	160	7.03%	0.00	0.00	0.00
	Totals	2,276	100.00%	$0.00	$0.00	$0.00

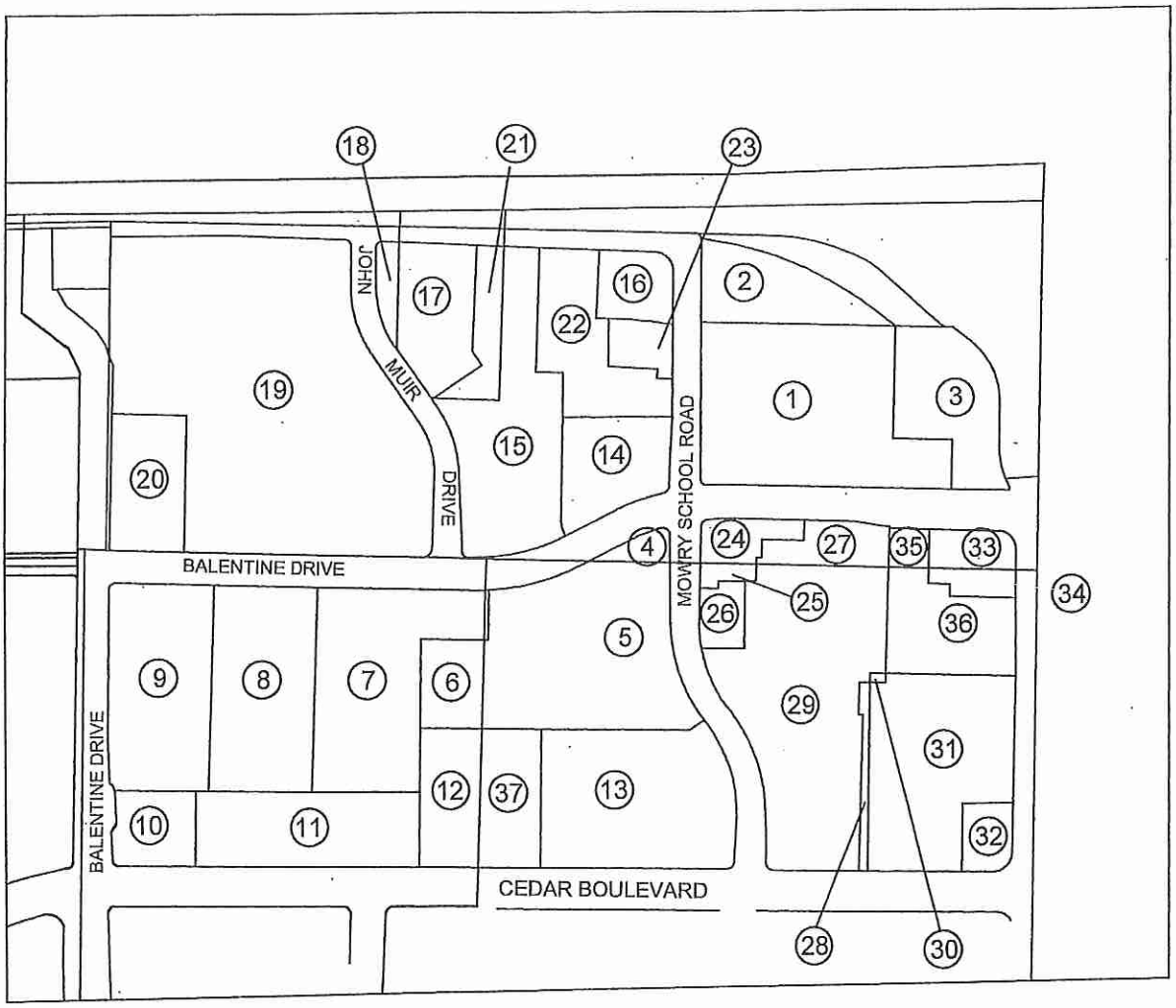
PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 6

METHOD OF APPORTIONMENT OF ASSESSMENT

The proposed method of spreading assessments uses area to distribute costs in the proper proportion to benefits received.

The cost of maintaining medians on Cedar Boulevard are spread on the basis of frontage of those parcels fronting Cedar Boulevard. All other maintenance costs together with assessment engineering costs are spread on an acreage basis to all parcels within the district. Administration costs are spread on the basis of a percentage of maintenance costs.



KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot

ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 6
CEDAR BOULEVARD, BALENTINE DRIVE, MOWRY SCHOOL ROAD

CITY OF NEWARK
ENGINEERING DIVISION

Scale: 1"=500'

Description of Work

The maintenance of buffer landscaping and median landscaping and the irrigation systems within the public right-of-way and easement areas along the Cedar Boulevard, Balentine Drive, John Muir Drive, Mowry School Road, and Stevenson Boulevard frontages of the properties within the district. (Note that the maintenance of medians on Stevenson Boulevard is included in L&L No. 4 and not this district.) Also included in this district is maintenance of the art element at the corner of Stevenson Boulevard and Balentine Drive.

All frontage maintenance is accomplished by the property owners. All median maintenance is performed under contract.

L&L Parcel	Assessor's Parcel
1	901-194-3
2	901-194-4-3
3	901-194-5
4	901-194-1
5	901-195-2
6	901-195-3
7	901-195-33
8	901-195-32
9	901-195-31
10	901-195-6
11	901-195-34
12	901-195-37
13	901-195-39
14	901-195-10
15	901-195-29
16	901-195-15
17	901-195-18
18	901-195-19
19	901-195-20
20	901-195-22
21	901-195-30
22	901-195-27
23	901-195-28
24	901-197-1
25	901-197-2
26	901-197-3
27	901-197-4
28	901-197-5-1
29	901-197-5-2
30	901-197-6-1
31	901-197-6-2
32	901-197-7
33	901-197-10
34	901-197-11
35	901-197-12
36	901-197-13
37	901-195-38

ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 6
CEDAR BOULEVARD, BALENTINE DRIVE, MOWRY SCHOOL ROAD

CITY OF NEWARK
ENGINEERING DIVISION

Scale: 1"=500'

E.8 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 7 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 7. This district provides for the maintenance of Rosemont Square Shopping Center buffer landscaping and the landscape irrigation system within the public right-of-way and easement areas on Jarvis Avenue, Newark Boulevard, and Cedar Boulevard.

An annual public hearing is necessary to levy assessments to provide funds for this district. The total assessment for this district as provided in the Engineer's Report is approximately $25,576 for the 2019-2020 fiscal year.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 7 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 7
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 7 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 7, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 7

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 27th day of June, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 7
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 7, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

The maintenance of Rosemont Square Shopping Center buffer landscaping and landscape irrigation system within public right-of-way and easement areas. Costs shall include all maintenance and operation costs including normal upkeep, operating expenses, management expenses, replanting costs, and power costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 7
2019-20 FISCAL YEAR
NEWARK BLVD. - Rosemont Square

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$18,919
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$0
Extra Work (Contractor)	$1,200
Extra Work (City Forces)	$0
Tree Pruning	$0
Utility Costs - Water/Electricity	$0
Administration Costs	$0
Ala. Cty. Collection Costs	($340)
- Less Reserve Fund	($10,000)
Total Carryover/deficit:	$9,779

	2018-19 Budgeted	2019-20 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	8,000	13,000	13,700
- Sweeping	1,000	1,000	1,000
- Utility Costs - Water/Electricity	16,000	12,900	12,000
- Irrigation Repairs	1,000	1,000	1,000
- Annual Tree Pruning	2,000	800	1,640
- Planting Replacement	1,400		1,000
- Bid Advertisement	0	0	0
Subtotal	$29,400	$28,700	$30,340
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	$150	$150	$150
Subtotal	$29,550	$28,850	$30,490
Carryover/deficit			$9,779
Subtotal			$20,711

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		2,439
- Design, Engineering for bids (8%)		0
- Assessment Engineering		2,000
	Subtotal	$4,439
	TOTAL ANNUAL COST	$25,150
	SUBTOTAL	25,150.00

COLLECTION CHARGES

- Alameda County Collection Charges		428
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$25,578**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$25,600**

LANDSCAPING AND LIGHTING DISTRICT NO. 7
2019-20 FISCAL YEAR
NEWARK BLVD. - Rosemont Square

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	Building Area (SF)	% Total Area	Total w/o Collection Charge	Collection Charge	Total Assessment
1	92A-720-12	5,720	4.18%	1,052.00	17.88	1,069.88
2	92A-720-13	9,760	7.14%	1,795.00	30.52	1,825.52
3	92A-720-7	38,460	28.13%	7,074.00	120.26	7,194.26
4	92A-720-14	10,000	7.31%	1,839.00	31.26	1,870.26
5	92A-720-21	2,121	1.55%	390.00	6.63	396.63
6	92A-720-20	2,121	1.55%	390.00	6.63	396.63
7	92A-720-9	24,212	17.71%	4,453.00	75.70	4,528.70
8	92A-720-25	8,810	6.44%	1,620.00	27.54	1,647.54
9	92A-720-26	7,190	5.26%	1,322.00	22.47	1,344.47
10	92A-720-10	3,480	2.55%	640.00	10.88	650.88
11	92A-720-18	5,052	3.69%	929.00	15.79	944.79
12	92A-720-24	7,424	5.43%	1,366.00	23.22	1,389.22
13	92A-720-19	12,384	9.06%	2,278.00	38.73	2,316.73
	Totals	136,734	100.00%	$25,148.00	$427.52	$25,575.52

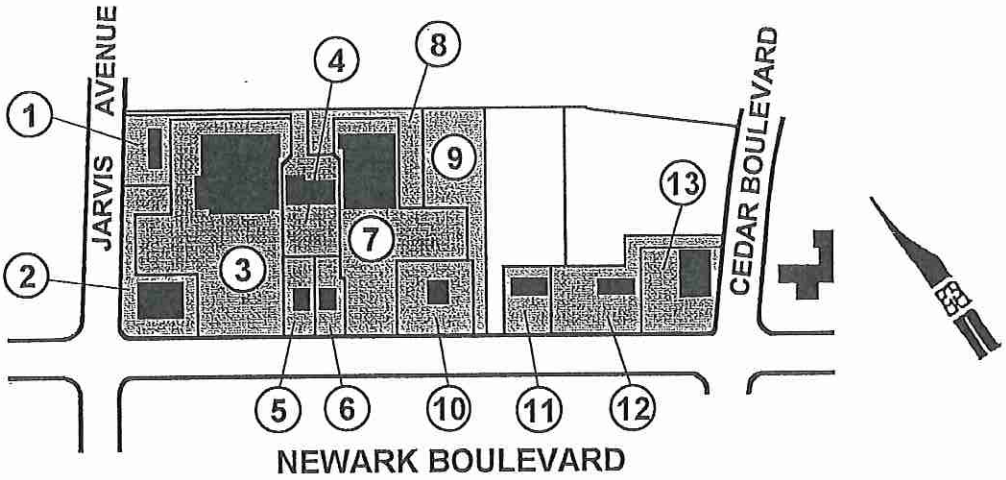
PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 7

METHOD OF APPORTIONMENT OF ASSESSMENT

The total costs of the project, including incidental expenses, will be prorated on the gross square footage of the building on the parcel to the total gross square footage of all of the buildings in the shopping center. Costs for vacant parcels will be based on the maximum building size permitted on the parcel.

Description of Work
The maintenance of buffer landscaping and the irrigation system within the public right-of-way and easement areas along the Jarvis Avenue, Newark Boulevard, and Cedar Boulevard frontages of Rosement Shopping Center.



L&L Parcel	Assessor's Parcel
1	92A-720-12
2	92A-720-13
3	92A-720-7
4	92A-720-14
5	92A-720-21
6	92A-720-20
7	92A-720-9
8	92A-720-25
9	92A-720-26
10	92A-720-10
11	92A-720-18
12	92A-720-24
13	92A-720-19

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 7
NEWARK BOULEVARD AT JARVIS AVENUE

CITY OF NEWARK
DEVELOPMENT SERVICES

Scale: 1"=500'
Page 1 of 1

(d:\pmV\V07.pm5)

E.9 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 13 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 13. This district provides for the maintenance of landscaping within portions of the Citation Homes and Bren developments located on Thornton Avenue near Willow Street.

Since this district performs its own maintenance of frontage landscaping, all property owners in this district will receive a "zero" assessment for fiscal year 2019-2020.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 13 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 13
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 13 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 13, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 13

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 27th day of June, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 13
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 13, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. Maintenance of landscaping, landscape irrigation and lighting, within and adjacent to the right-of-ways of Thornton Avenue, Cedar Boulevard, Willow Street, Mahogany Place, Peachtree Avenue and Papaya Avenue including replacement and replanting costs, as well as landscaping, lighting, pathways, play areas and play equipment within the in-tract mini-parks.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 13
2019-20 FISCAL YEAR

CITATION HOMES - Cedar Boulevard at Willow Street
BREN HOMES - Thornton Avenue at Willow Street

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$3,462
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	0
Extra Work (Contractor)	0
Extra Work (City Forces)	0
PG&E	0
Water	0
Administration Costs	0
Ala. Cty. Collection Costs	0
- Less Reserve Fund	($3,462)
Total Carryover/deficit:	$0

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	0	0	0
- Sweeping	0	0	0
- Irrigation Costs/Water/PG&E	0	0	0
- Irrigation Sprinkler Repairs	0	0	0
- Planting Replacement	0	0	0
- Bid Advertisement	0	0	0
Subtotal	$0	$0	$0
OTHER COSTS			
- Contingencies	0	0	0
- Computer tape for Alameda County	0	0	0
Subtotal	$0	$0	$0
Subtotal	$0	$0	$0
Carryover/deficit			$0
Subtotal			($0)

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	Y	
Contract costs previously deducted (Y/N)?	N	
Rounded Administration Fee		0

INCIDENTAL EXPENSES

- Contract Administration (10%)	0
- Inspection (8%)	0
- PS&E for bids (10%)	0
- Assessment Engineering	0
Subtotal	$0
TOTAL ANNUAL COST	($0)

COLLECTION CHARGES

- Alameda County Collection Charges		0
(Collection Percentage)	1.70%	
TOTAL AMOUNT TO BE ASSESSED		**($0)**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)		**$0**

LANDSCAPING AND LIGHTING DISTRICT NO. 13
2019-20 FISCAL YEAR

CITATION HOMES - Cedar Boulevard at Willow Street
BREN HOMES - Thornton Avenue at Willow Street

EXHIBIT C - ASSESSMENT ROLL

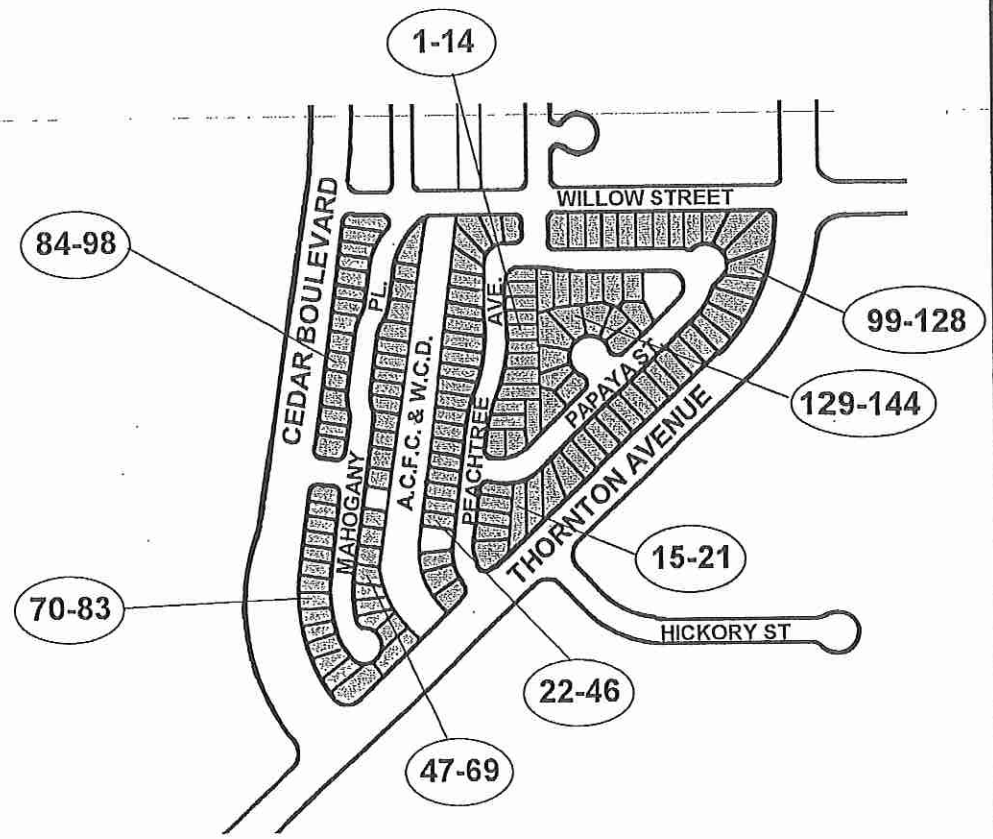
Assessment Amount per Parcel w/o Collection Charge -	$0.00
Collection Charge per Parcel -	$0.00
Total Assessment Amount per Parcel -	$0.00
Total Number of Parcels -	107
Total w/o Collection Charge	$0.00
Total Collection Charge -	$0.00
Total Assessment Amount -	$0.00

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 13

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, will be spread equally to each property in the district except common areas which will receive no assessment.



Description of Work

The maintenance of landscaping and the irrigation system within the public right-of-way and easement areas along the Thornton Avenue, Cedar Boulevard, Willow Street, Mahogany Place, Peachtree Avenue, Papaya Avenue plus maintenance of the mini-parks within these two subdivisions. Work within the medians along Thornton Avenue is performed under contract. All other maintenance is performed by the homeowners' associations.

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot

ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 13
THORNTON AVENUE AT WILLOW STREET

CITY OF NEWARK
DEVELOPMENT SERVICES

Scale: 1"=500'
Page 1 of 2

(d:\pmV\V13.pm5)

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
1	92A-451-6	41	92A-451-49	81	92A-451-91	121	92A-452-24
2	92A-451-7	42	92A-451-50	82	92A-451-92	122	92A-452-25
3	92A-451-8	43	92A-451-51	83	92A-451-93	123	92A-452-26
4	92A-451-9	44	92A-451-52	84	92A-451-94	124	92A-452-27
5	92A-451-10	45	92A-451-53	85	92A-451-95	125	92A-452-28
6	92A-451-11	46	92A-451-54	86	92A-451-96	126	92A-452-29
7	92A-451-12	47	92A-451-55	87	92A-451-97	127	92A-452-30
8	92A-451-13	48	92A-451-56	88	92A-451-98	128	92A-452-31
9	92A-451-14	49	92A-451-57	89	92A-451-99	129	92A-452-32
10	92A-451-15	50	92A-451-58	90	92A-451-100	130	92A-452-33
11	92A-451-16	51	92A-451-59	91	92A-451-101	131	92A-452-34
12	92A-451-17	52	92A-451-60	92	92A-451-102	132	92A-452-35
13	92A-451-18	53	92A-451-61	93	92A-451-103	133	92A-452-36
14	92A-451-19	54	92A-451-62	94	92A-451-104	134	92A-452-37
15	92A-451-20	55	92A-451-63	95	92A-451-105	135	92A-452-38
16	92A-451-21	56	92A-451-64	96	92A-451-106	136	92A-452-39
17	92A-451-22	57	92A-451-65	97	92A-451-107	137	92A-452-40
18	92A-451-23	58	92A-451-66	98	92A-451-108	138	92A-452-41
19	92A-451-24	59	92A-451-67	99	92A-452-2	139	92A-452-43
20	92A-451-25	60	92A-451-68	100	92A-452-3	140	92A-452-44
21	92A-451-26	61	92A-451-70	101	92A-452-4	141	92A-452-45
22	92A-451-29	62	92A-451-71	102	92A-452-5	142	92A-452-46
23	92A-451-30	63	92A-451-72	103	92A-452-6	143	92A-452-47
24	92A-451-31	64	92A-451-73	104	92A-452-7	144	92A-452-48
25	92A-451-33	65	92A-451-74	105	92A-452-8		
26	92A-451-34	66	92A-451-75	106	92A-452-9		
27	92A-451-35	67	92A-451-76	107	92A-452-10		
28	92A-451-36	68	92A-451-77	108	92A-452-11		
29	92A-451-37	69	92A-451-78	109	92A-452-12		
30	92A-451-38	70	92A-451-80	110	92A-452-13		
31	92A-451-39	71	92A-451-81	111	92A-452-14		
32	92A-451-40	72	92A-451-82	112	92A-452-15		
33	92A-451-41	73	92A-451-83	113	92A-452-16		
34	92A-451-42	74	92A-451-84	114	92A-452-17		
35	92A-451-43	75	92A-451-85	115	92A-452-18		
36	92A-451-44	76	92A-451-86	116	92A-452-19		
37	92A-451-45	77	92A-451-87	117	92A-452-20		
38	92A-451-46	78	92A-451-88	118	92A-452-21		
39	92A-451-47	79	92A-451-89	119	92A-452-22		
40	92A-451-48	80	92A-451-90	120	92A-452-23		

ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 13
THORNTON AVENUE AT WILLOW STREET

CITY OF NEWARK
DEVELOPMENT SERVICES

E.10 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 15 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 15. This district provides for the maintenance of landscaping along Robertson Avenue at Iris Court.

An annual public hearing is necessary to levy assessments to provide funds for this district. The total assessment for this district as provided in the approved Engineer's Report is $5,046 for the 2019-2020 fiscal year. The assessment per property is $174.00.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 15 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 15
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 15 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 15, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 15

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the _27th__ day of __June _, 2019

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 15
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 15, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way on Robertson Avenue for Tract 5539.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 15
2019-20 FISCAL YEAR
ROBERTSON AVENUE AT IRIS COURT

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$29,805
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$125
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Tree Pruning	$0
Utility Costs - Water/Electricity	$80
Administration Costs	$0
Ala. Cty. Collection Costs	$0
- Less Reserve Fund	($12,000)
Total Carryover/deficit:	$18,010

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	2,000	660	2,000
- Sweeping	300	200	300
- Utility Costs - Water/Electricity	500	360	500
- Irrigation Repairs	500	0	500
- Annual Tree Pruning	2,278	0	2,400
- Planting Replacement	15,000	0	15,275
- Bid Advertisement	0	0	0
Subtotal	$20,578	$1,220	$20,975
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	$150	$150	$150
Subtotal	$20,728	$1,370	$21,125
Carryover/deficit	($981)		$18,010
Subtotal	$21,709	$1,370	$3,115

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N	

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		845
- PS&E for bids (8%)		0
- Assessment Engineering		1,000
	Subtotal	$1,845
	TOTAL ANNUAL COST	$4,960

COLLECTION CHARGES

- Alameda County Collection Charges		84
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$5,044**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$5,000**

LANDSCAPING AND LIGHTING DISTRICT NO. 15
2019-20 FISCAL YEAR
ROBERTSON AVENUE AT IRIS COURT

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel		Total w/o Collection Charge	Collection Charge	Total Assessment
1	92A-2376-31		171.09	2.91	174.00
2	92A-2376-32		171.09	2.91	174.00
3	92A-2376-33		171.09	2.91	174.00
4	92A-2376-34		171.09	2.91	174.00
5	92A-2376-35		171.09	2.91	174.00
6	92A-2376-36		171.09	2.91	174.00
7	92A-2376-37		171.09	2.91	174.00
8	92A-2376-38		171.09	2.91	174.00
9	92A-2376-39		171.09	2.91	174.00
10	92A-2376-40		171.09	2.91	174.00
11	92A-2376-41		171.09	2.91	174.00
12	92A-2376-42		171.09	2.91	174.00
13	92A-2376-43		171.09	2.91	174.00
14	92A-2376-44		171.09	2.91	174.00
15	92A-2376-45		171.09	2.91	174.00
16	92A-2376-46		171.09	2.91	174.00
17	92A-2376-47		171.09	2.91	174.00
18	92A-2376-48		171.09	2.91	174.00
19	92A-2376-49		171.09	2.91	174.00
20	92A-2376-50		171.09	2.91	174.00
21	92A-2376-51		171.09	2.91	174.00
22	92A-2376-52		171.09	2.91	174.00
23	92A-2376-53		171.09	2.91	174.00
24	92A-2376-54		171.09	2.91	174.00
25	92A-2376-55		171.09	2.91	174.00
26	92A-2376-56		171.09	2.91	174.00
27	92A-2376-57		171.09	2.91	174.00
28	92A-2376-58		171.09	2.91	174.00
29	92A-2376-59		171.09	2.91	174.00
	Totals	0.00%	$4,961.65	$84.35	$5,046.00

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 15

METHOD OF APPORTIONMENT OF ASSESSMENT

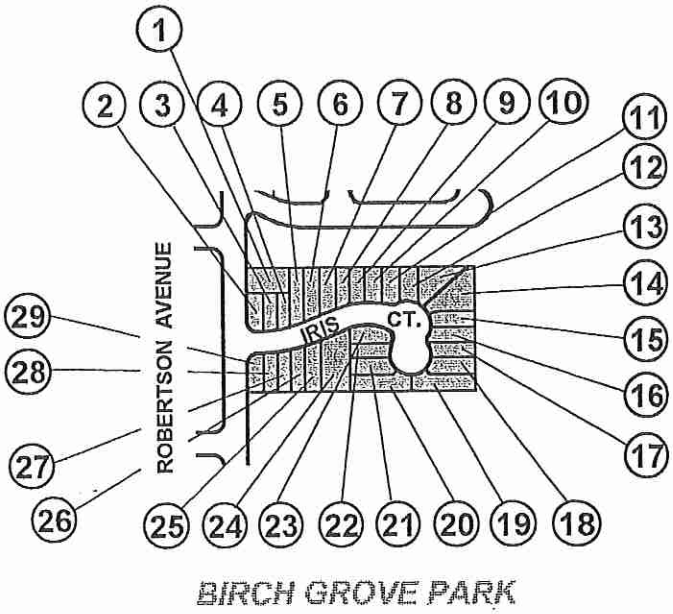
The total cost of the project, including incidental expenses, will be spread equally to each parcel in the district.

L&L Parcel	APN No.
1	92A-2376-31
2	92A-2376-32
3	92A-2376-33
4	92A-2376-34
5	92A-2376-35
6	92A-2376-36
7	92A-2376-37
8	92A-2376-38
9	92A-2376-39
10	92A-2376-40
11	92A-2376-41
12	92A-2376-42
13	92A-2376-43
14	92A-2376-44
15	92A-2376-45
16	92A-2376-46
17	92A-2376-47
18	92A-2376-48
19	92A-2376-49
20	92A-2376-50
21	92A-2376-51
22	92A-2376-52
23	92A-2376-53
24	92A-2376-54
25	92A-2376-55
26	92A-2376-56
27	92A-2376-57
28	92A-2376-58
29	92A-2376-59

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot



Description of Work
The maintenance of landscaping within easement areas and the public R/W along Robertson Avenue fronting this L&L district. All work is performed under contract.

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 15
IRIS COURT

CITY OF NEWARK
DEVELOPMENT SERVICES

Scale: 1"=500'
Page 1 of 1

(d:\pmW\15.pm5)

E.11 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 16 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 16. This district provides for the maintenance of landscaping for Tract 6671 on Jarvis Avenue at Kiote Drive.

An annual public hearing is necessary to levy assessments to provide funds for this district. The total assessment for this district as provided in the Engineer's Report is $19,874 for the 2019-2020 fiscal year. The assessment per property is approximately $210.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 16 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 16
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 16 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 16, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 16

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 27th day of June, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 16
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 16, City of Newark, Alameda County, California, makes this Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement along the street frontage of Kiote Drive in Tract 6671, and the landscaping, irrigation system, recreational facilities and the storm drainage pump station and filtration system for the mini-park common area shown on Parcel A.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefitted parcel of land within the district.

PART D - Rules for spreading the assessment among the benefitted parcels of land.

PART E - An assessment listing of each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 16
2019-20 FISCAL YEAR
PULTE HOMES - Jarvis Avenue at Kiote Drive

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$50,460
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$400
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
PG&E	$0
Water	$2,800
Administration Costs	$0
Ala. Cty. Collection Costs	$0
- Tree Replacement Fund	($10,000)
- Less Reserve Fund	($20,000)
Total Carryover/deficit:	$23,660

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs - Landscaping	4,000	2,110	2,200
- Contractural Maintenance Costs - Storm Drain System	800	0	800
- Communication	0	0	
- Annual Tree Pruning	8,000	0	8,000
- Irrigation Costs/Water/PG&E	6,500	11,500	11,500
- Irrigation Sprinkler Repairs	2,000	110	2,500
- Planting Replacement	35,000	23,200	13,000
- Bid Advertisement	0	0	0
Subtotal	$56,300	$36,920	$38,000
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	$150	$150	$150
Subtotal	$56,450	$37,070	$38,150
Carryover/deficit	$1,262	$0	$23,660
Subtotal	$55,188	$37,070	$14,490

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N	
Special Conditions:		
Contract costs previously deducted (Y/N)?	N	
Rounded Administration Fee		3,815

INCIDENTAL EXPENSES

- Contract Administration (10%)	0
- Inspection (8%)	3,052
- PS&E for bids (8%)	0
- Assessment Engineering	2,000
Subtotal	$5,052
TOTAL ANNUAL COST	$19,542

COLLECTION CHARGES

- Alameda County Collection Charges		332
(Collection Percentage)	1.70%	
TOTAL AMOUNT TO BE ASSESSED		**$19,874**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)		**$19,900**

LANDSCAPING AND LIGHTING DISTRICT NO. 16
2019-20 FISCAL YEAR
PULTE HOMES - Jarvis Avenue at Kiote Drive

EXHIBIT C - ASSESSMENT ROLL

Assessment Amount per Parcel w/o Collection Charge -	$206.00
Collection Charge per Parcel -	$3.50
Total Assessment Amount per Parcel -	$209.50
Total Number of Parcels -	95
Total w/o Collection Charge	$19,569.81
Total Collection Charge -	$332.69
Total Assessment Amount -	$19,902.50

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 16

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, will be spread evenly to each property in the district.

LANDSCAPING AND LIGHTING DISTRICT NO. 16
City of Newark
Alameda County, California

PART E - ASSESSMENT LISTING

ASSESS NO.	APN NO.	ASSESS NO.	APN NO.	ASSESS NO.	APN NO.	ASSESS NO.	APN NO.
1	92A-2597-1	41	92A-2597-41	81	92A-2597-81		
2	92A-2597-2	42	92A-2597-42	82	92A-2597-82		
3	92A-2597-3	43	92A-2597-43	83	92A-2597-83		
4	92A-2597-4	44	92A-2597-44	84	92A-2597-84		
5	92A-2597-5	45	92A-2597-45	85	92A-2597-85		
6	92A-2597-6	46	92A-2597-46	86	92A-2597-86		
7	92A-2597-7	47	92A-2597-47	87	92A-2597-87		
8	92A-2597-8	48	92A-2597-48	88	92A-2597-88		
9	92A-2597-9	49	92A-2597-49	89	92A-2597-89		
10	92A-2597-10	50	92A-2597-50	90	92A-2597-90		
11	92A-2597-11	51	92A-2597-51	91	92A-2597-91		
12	92A-2597-12	52	92A-2597-52	92	92A-2597-92		
13	92A-2597-13	53	92A-2597-53	93	92A-2597-93		
14	92A-2597-14	54	92A-2597-54	94	92A-2597-94		
15	92A-2597-15	55	92A-2597-55	95	92A-2597-95		
16	92A-2597-16	56	92A-2597-56				
17	92A-2597-17	57	92A-2597-57				
18	92A-2597-18	58	92A-2597-58				
19	92A-2597-19	59	92A-2597-59				
20	92A-2597-20	60	92A-2597-60				
21	92A-2597-21	61	92A-2597-61				
22	92A-2597-22	62	92A-2597-62				
23	92A-2597-23	63	92A-2597-63				
24	92A-2597-24	64	92A-2597-64				
25	92A-2597-25	65	92A-2597-65				
26	92A-2597-26	66	92A-2597-66				
27	92A-2597-27	67	92A-2597-67				
28	92A-2597-28	68	92A-2597-68				
29	92A-2597-29	69	92A-2597-69				
30	92A-2597-30	70	92A-2597-70				
31	92A-2597-31	71	92A-2597-71				
32	92A-2597-32	72	92A-2597-72				
33	92A-2597-33	73	92A-2597-73				
34	92A-2597-34	74	92A-2597-74				
35	92A-2597-35	75	92A-2597-75				
36	92A-2597-36	76	92A-2597-76				
37	92A-2597-37	77	92A-2597-77				
38	92A-2597-38	78	92A-2597-78				
39	92A-2597-39	79	92A-2597-79				
40	92A-2597-40	80	92A-2597-80				

E.12 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 17 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 17. This district provides for the maintenance of landscaping for Tract 7004 on Newark Boulevard and Mayhews Landing Road.

An annual public hearing is necessary to levy assessments to provide funds for this district. The total assessment for this district as provided in the approved Engineer's Report is approximately $6,200 for the 2019-2020 fiscal year. The assessment per property is approximately $188.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 17 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 17
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 17 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 17, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 17

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: __June 27, 2019_

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the _27th___ day of _June_, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the ____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 17
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 17, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of landscaping and the landscape irrigation system within the public right-of-way of the Newark Boulevard and Junehews Landing Road frontages of Tract 7004.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 17
2019-20 FISCAL YEAR
TRACT 7004 - NEWARK BLVD. AND MAYHEWS LANDING RD.

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$11,525
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$0
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Tree Pruning	$0
Utility Costs - Water/Electricity	$400
Administration Costs	$0
Ala. Cty. Collection Costs	$0
- Less Reserve Fund	($5,000)
Total Carryover/deficit:	$6,925

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	2,400	2,495	4,200
- Sweeping	300	200	270
- Utility Costs - Water/Electricity	2,000	2,210	3,000
- Irrigation Repairs	500		500
- Annual Tree Pruning	700		500
- Planting Replacement	4,500		2,500
- Bid Advertisement			
Subtotal	$10,400	$4,905	$10,970
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	$150	$150	$150
Subtotal	$10,550	$5,055	$11,120
Carryover/deficit			$6,925
Subtotal			$4,195

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)? N

INCIDENTAL EXPENSES		
- Contract Administration (10%)		0
- Inspection (8%)		890
- PS&E for bids (8%)		0
- Assessment Engineering		1,000
	Subtotal	$1,890
	TOTAL ANNUAL COST	$6,085
COLLECTION CHARGES		
- Alameda County Collection Charges		103
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$6,188**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$6,200**

LANDSCAPING AND LIGHTING DISTRICT NO. 17
2019-20 FISCAL YEAR
TRACT 7004 - NEWARK BLVD. AND MAYHEWS LANDING RD.

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel		Total w/o Collection Charge	Collection Charge	Total Assessment
1	92A-623-89		184.86	3.14	188.00
2	92A-623-90		184.86	3.14	188.00
3	92A-623-91		184.86	3.14	188.00
4	92A-623-92		184.86	3.14	188.00
5	92A-623-93		184.86	3.14	188.00
6	92A-623-94		184.86	3.14	188.00
7	92A-623-95		184.86	3.14	188.00
8	92A-623-96		184.86	3.14	188.00
9	92A-623-97		184.86	3.14	188.00
10	92A-623-98		184.86	3.14	188.00
11	92A-623-99		184.86	3.14	188.00
12	92A-623-100		184.86	3.14	188.00
13	92A-623-101		184.86	3.14	188.00
14	92A-623-102		184.86	3.14	188.00
15	92A-623-103		184.86	3.14	188.00
16	92A-623-104		184.86	3.14	188.00
17	92A-623-105		184.86	3.14	188.00
18	92A-623-106		184.86	3.14	188.00
19	92A-623-107		184.86	3.14	188.00
20	92A-623-108		184.86	3.14	188.00
21	92A-623-109		184.86	3.14	188.00
22	92A-623-110		184.86	3.14	188.00
23	92A-623-111		184.86	3.14	188.00
24	92A-623-112		184.86	3.14	188.00
25	92A-623-113		184.86	3.14	188.00
26	92A-623-114		184.86	3.14	188.00
27	92A-623-115		184.86	3.14	188.00
28	92A-623-116		184.86	3.14	188.00
29	92A-623-117		184.86	3.14	188.00
30	92A-623-118		184.86	3.14	188.00
31	92A-623-119		184.86	3.14	188.00
32	92A-623-120		184.86	3.14	188.00
33	92A-623-121		184.86	3.14	188.00
	Totals	0.00%	$6,100.29	$103.71	$6,204.00

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 17

METHOD OF APPORTIONMENT OF ASSESSMENT

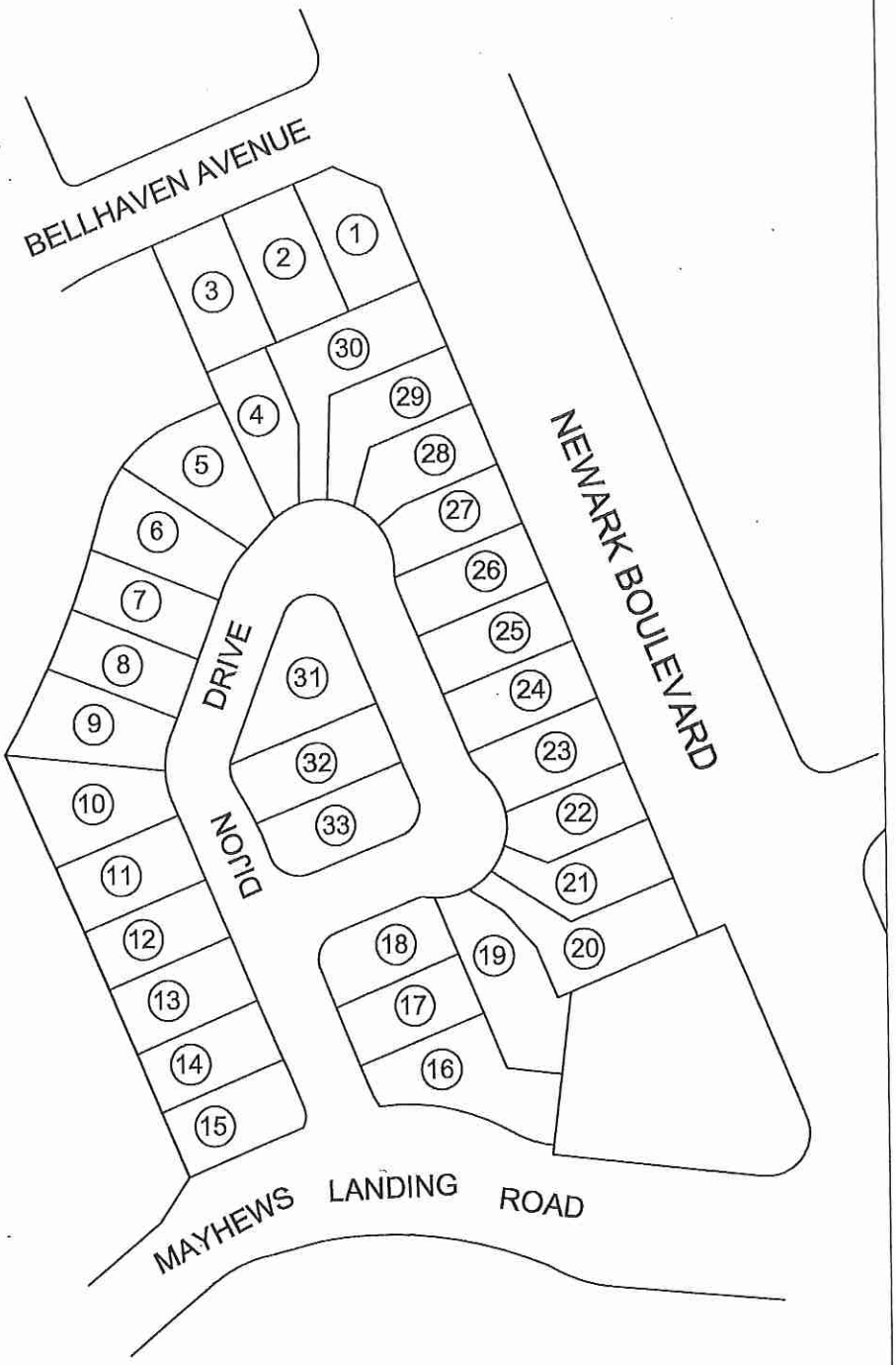
The total cost of the project, including incidental expenses, will be spread evenly to each property in the district.

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot

L&L Parcel	Assessor's Parcel
1	92A-623-089
2	92A-623-090
3	92A-623-091
4	92A-623-092
5	92A-623-093
6	92A-623-094
7	92A-623-095
8	92A-623-096
9	92A-623-097
10	92A-623-098
11	92A-623-099
12	92A-623-100
13	92A-623-101
14	92A-623-102
15	92A-623-103
16	92A-623-104
17	92A-623-105
18	92A-623-106
19	92A-623-107
20	92A-623-108
21	92A-623-109
22	92A-623-110
23	92A-623-111
24	92A-623-112
25	92A-623-113
26	92A-623-114
27	92A-623-115
28	92A-623-116
29	92A-623-117
30	92A-623-118
31	92A-623-119
32	92A-623-120
33	92A-623-121



Description of Work

The maintenance of landscaping and the landscape irrigation system within the public right-of-way along the street frontages of Newark Boulevard and Mayhews Landing Road.

ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 17
MER SOLIEL/TRACT 7004

CITY OF NEWARK
ENGINEERING DIVISION

Scale: 1"= 150'

E.13 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 18 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 18. This district provides for the maintenance of landscaping in the medians in front of Tract 8130 on Cedar Boulevard between Central Avenue and Smith Avenue.

An annual public hearing is necessary to levy assessments to provide funds for this district. The total assessment for this district as provided in the approved Engineer's Report is approximately $10,900 for the 2019-2020 fiscal year. The assessment per dwelling unit is approximately $67.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 18 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 18
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 18 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 18, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 18

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the ___27th__ day of ____June___, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 18
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 18, City of Newark, Alameda County, California, makes this Report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard street medians along the frontage of Tract 8130.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefitted parcels of land within the district.

PART D - Rules for spreading the assessment among the benefitted parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 18
2019-20 FISCAL YEAR
TRACT 8130 - CEDAR BOULEVARD MEDIANS

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$33,153
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$1,200
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Tree Pruning	$0
Utility Costs - Water/Electricity	$500
Administration Costs	$0
Ala. Cty. Collection Costs	$0
- Less Reserve Fund	($25,000)
Total Carryover/deficit:	$9,853

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	6,000	2,600	7,780
- Sweeping	300	200	300
- Utility Costs - Water/Electricity	3,500	2,500	4,000
- Irrigation Repairs	500	0	500
- Annual Tree Pruning	500	0	500
- Planting Replacement	2,000	200	4,000
- Bid Advertisement	0	0	0
Subtotal	$12,800	$5,500	$17,080
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review			150
Subtotal	$0	$0	$150
Subtotal	$12,800	$5,500	$17,230
Carryover/deficit			$9,853
Subtotal			$7,377

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)? N

INCIDENTAL EXPENSES		
- Contract Administration (10%)		0
- Inspection (8%)		1,378
- PS&E for bids (8%)		0
- Assessment Engineering		2,000
	Subtotal	$3,378
	TOTAL ANNUAL COST	$10,755
COLLECTION CHARGES		
- Alameda County Collection Charges		183
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$10,938**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$10,900**

LANDSCAPING AND LIGHTING DISTRICT NO. 18
2019-20 FISCAL YEAR
TRACT 8130 - CEDAR BOULEVARD MEDIANS

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	No. of Units	Total w/o Collection Charge	Collection Charge	Total Assessment
1	092A-2598-016	12	786.96	13.38	800.34
2	092A-2598-017	10	655.80	11.15	666.95
3	092A-2598-018	10	655.80	11.15	666.95
4	092A-2598-019	12	786.96	13.38	800.34
5	092A-2598-020	10	655.80	11.15	666.95
6	092A-2598-021	14	918.12	15.61	933.73
7	092A-2598-022	7	459.06	7.80	466.87
8	092A-2598-023	5	327.90	5.57	333.48
9	092A-2599-018	1	65.58	1.11	66.70
10	092A-2599-019	1	65.58	1.11	66.70
11	092A-2599-020	1	65.58	1.11	66.70
12	092A-2599-021	1	65.58	1.11	66.70
13	092A-2599-022	1	65.58	1.11	66.70
14	092A-2599-023	1	65.58	1.11	66.70
15	092A-2599-024	1	65.58	1.11	66.70
16	092A-2599-025	1	65.58	1.11	66.70
17	092A-2599-026	1	65.58	1.11	66.70
18	092A-2599-027	1	65.58	1.11	66.70
19	092A-2599-028	1	65.58	1.11	66.70
20	092A-2599-029	1	65.58	1.11	66.70
21	092A-2599-030	1	65.58	1.11	66.70
22	092A-2599-031	1	65.58	1.11	66.70
23	092A-2599-032	1	65.58	1.11	66.70
24	092A-2599-033	1	65.58	1.11	66.70
25	092A-2599-034	1	65.58	1.11	66.70
26	092A-2599-035	1	65.58	1.11	66.70
27	092A-2599-036	1	65.58	1.11	66.70
28	092A-2599-037	1	65.58	1.11	66.70
29	092A-2599-038	1	65.58	1.11	66.70
30	092A-2599-039	1	65.58	1.11	66.70
31	092A-2599-040	1	65.58	1.11	66.70
32	092A-2599-041	1	65.58	1.11	66.70
33	092A-2599-042	1	65.58	1.11	66.70
34	092A-2599-043	1	65.58	1.11	66.70
35	092A-2599-044	1	65.58	1.11	66.70
36	092A-2599-045	1	65.58	1.11	66.70
37	092A-2599-046	1	65.58	1.11	66.70
38	092A-2599-047	1	65.58	1.11	66.70
39	092A-2599-048	1	65.58	1.11	66.70
40	092A-2599-049	1	65.58	1.11	66.70
41	092A-2599-050	1	65.58	1.11	66.70
42	092A-2599-051	1	65.58	1.11	66.70
43	092A-2599-052	1	65.58	1.11	66.70

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	No. of Units	Total w/o Collection Charge	Collection Charge	Total Assessment
44	092A-2599-053	1	65.58	1.11	66.70
45	092A-2599-054	1	65.58	1.11	66.70
46	092A-2599-055	1	65.58	1.11	66.70
47	092A-2599-056	1	65.58	1.11	66.70
48	092A-2599-057	1	65.58	1.11	66.70
49	092A-2599-058	1	65.58	1.11	66.70
50	092A-2599-059	1	65.58	1.11	66.70
51	092A-2599-060	1	65.58	1.11	66.70
52	092A-2599-061	1	65.58	1.11	66.70
53	092A-2599-062	1	65.58	1.11	66.70
54	092A-2599-063	1	65.58	1.11	66.70
55	092A-2599-064	1	65.58	1.11	66.70
56	092A-2599-065	1	65.58	1.11	66.70
57	092A-2599-066	1	65.58	1.11	66.70
58	092A-2599-067	1	65.58	1.11	66.70
59	092A-2599-068	1	65.58	1.11	66.70
60	092A-2599-069	1	65.58	1.11	66.70
61	092A-2599-070	1	65.58	1.11	66.70
62	092A-2599-071	1	65.58	1.11	66.70
63	092A-2599-072	1	65.58	1.11	66.70
64	092A-2599-073	1	65.58	1.11	66.70
65	092A-2599-074	1	65.58	1.11	66.70
66	092A-2599-075	1	65.58	1.11	66.70
67	092A-2599-076	1	65.58	1.11	66.70
68	092A-2599-077	1	65.58	1.11	66.70
69	092A-2599-078	1	65.58	1.11	66.70
70	092A-2599-079	1	65.58	1.11	66.70
71	092A-2599-080	1	65.58	1.11	66.70
72	092A-2599-081	1	65.58	1.11	66.70
73	092A-2599-082	1	65.58	1.11	66.70
74	092A-2599-083	1	65.58	1.11	66.70
75	092A-2599-084	1	65.58	1.11	66.70
76	092A-2599-085	1	65.58	1.11	66.70
77	092A-2599-086	1	65.58	1.11	66.70
78	092A-2599-087	1	65.58	1.11	66.70
79	092A-2599-088	1	65.58	1.11	66.70
80	092A-2599-089	1	65.58	1.11	66.70
81	092A-2599-090	1	65.58	1.11	66.70
82	092A-2599-091	1	65.58	1.11	66.70
83	092A-2599-092	1	65.58	1.11	66.70
84	092A-2599-093	1	65.58	1.11	66.70
85	092A-2599-094	1	65.58	1.11	66.70
86	092A-2599-095	1	65.58	1.11	66.70
87	092A-2599-096	1	65.58	1.11	66.70
88	092A-2599-097	1	65.58	1.11	66.70
89	092A-2599-098	1	65.58	1.11	66.70
90	092A-2599-099	1	65.58	1.11	66.70
91	092A-2599-100	1	65.58	1.11	66.70
92	092A-2599-101	1	65.58	1.11	66.70
	Totals		**10,755.16**	**182.84**	**10,938.00**

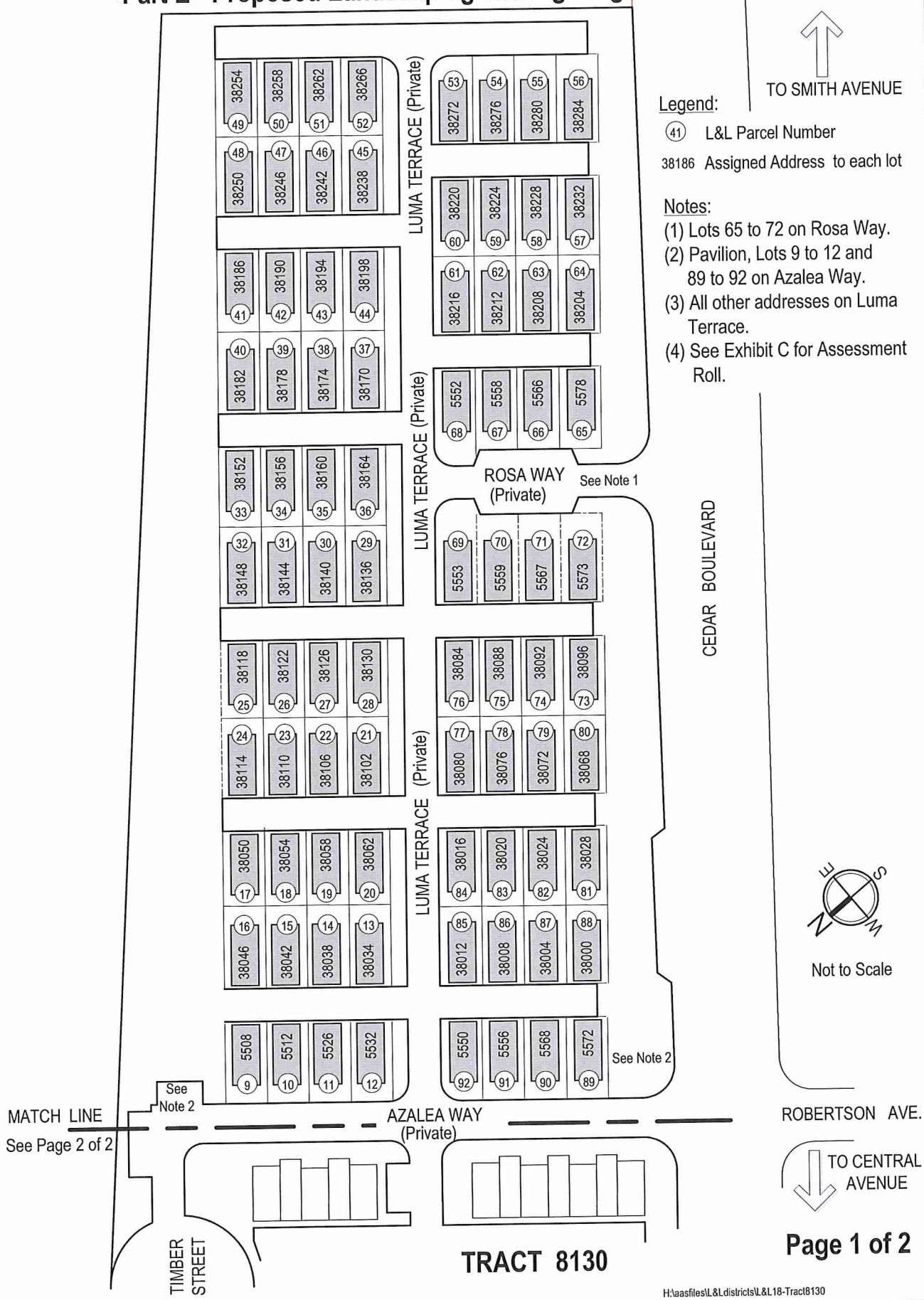
PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 18

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, will be spread evenly over each of the benefitted parcels of land based on the relative number of dwelling units per parcel to the total number of dwelling units (164) in the development.

Part E - Proposed Landscaping and Lighting District No. 18



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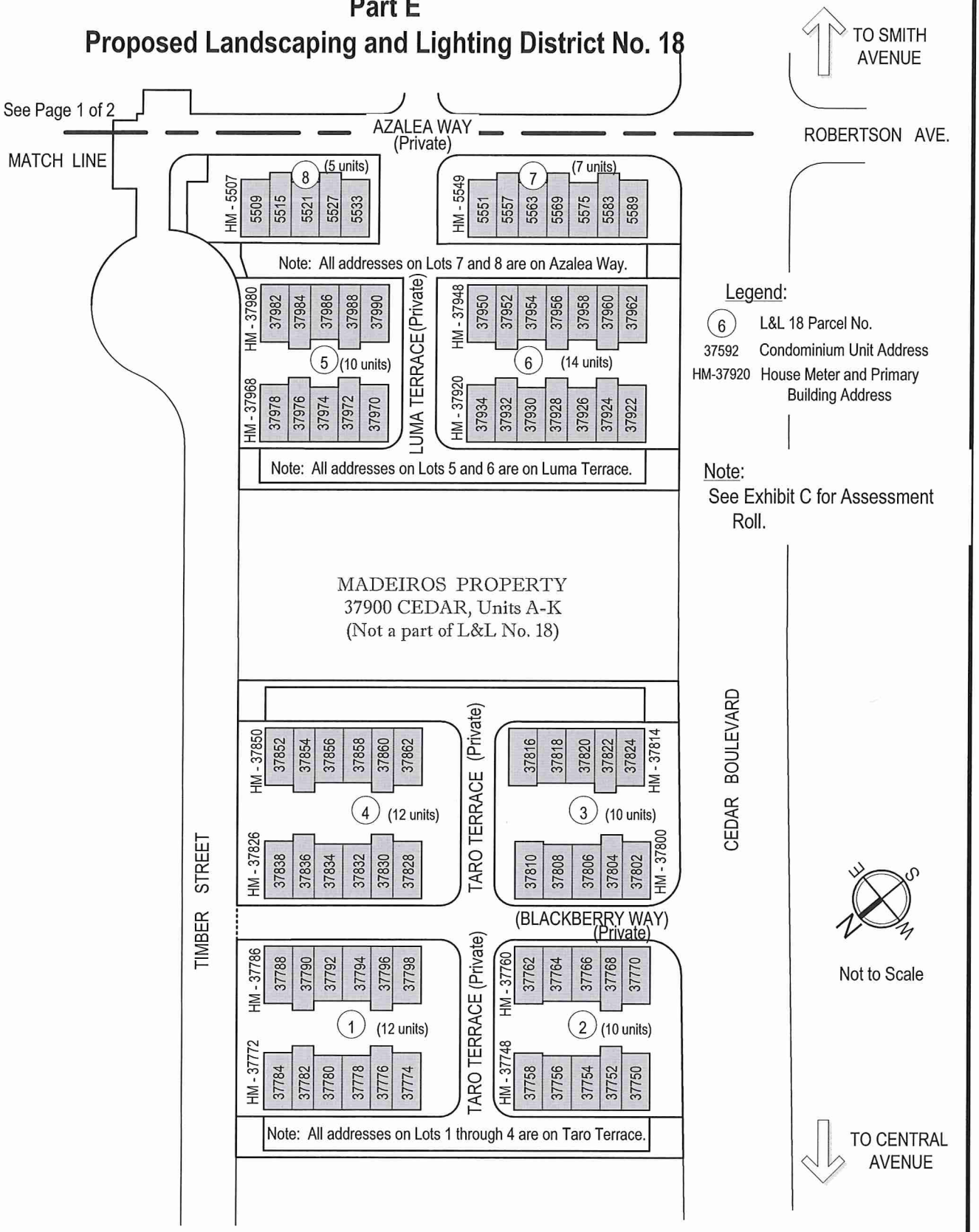
Part E
Proposed Landscaping and Lighting District No. 18



E.14 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 19 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 19. This district provides for the maintenance of landscaping and street lighting in the medians, traffic circles and planter areas on Willow Street, Central Avenue, Enterprise Drive, Seawind Way and other public streets, and the maintenance of other public improvements within the Bayside Newark Transit Oriented Development area for Tracts 8085, 8098, 8099 and 8157.

An annual public hearing is necessary to levy assessments to provide funds for this district. The total assessment for this district as provided in the approved Engineer's Report is approximately $108,652 for the 2019-2020 fiscal year.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 19 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 19
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 19 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 19, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 19

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the ___27th__ day of ____June___, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 19
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 19, City of Newark, Alameda County, California, makes this Report, as directed by the City Council, pursuant to Section 22565 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are fully described in the following Engineer's Reports incorporated herein by reference and available in the Office of the Engineer:

1. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 1), Tract 8085 (Bayshores), approved by the City Council of the City of Newark pursuant to Resolution No. 10,568.
2. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 2), Tract 8157 (Lighthouse), Annexation No.1, approved by the City Council of the City of Newark pursuant to Resolution No. 10,692.
3. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 3), Senior Housing Project (Tract 8157), Annexation No. 2, approved by the City Council of the City of Newark pursuant to Resolution No. 10,694.
4. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 4), Tract 8098 (Glass Bay), Annexation No. 3, approved by the City Council of the City of Newark pursuant to Resolution No. 10,714.
5. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 5), Tract 8099 and Tract 8436 (Bridgeway Development), Annexation No. 4, approved by the City Council of the City of Newark pursuant to Resolution No. 10,920.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.
PART B - An estimate of the cost of improvement.
PART C - An assessment of the estimated cost of the improvements on each benefitted parcels of land within the district.
PART D - Rules for spreading the assessment among the benefitted parcels of land.
PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 19
2019-20 FISCAL YEAR

Tract 8085 (Zone 1), Tract 8157 (Zone 2), Senior Housing (Zone 3), Tract 8098 (Zone 4)

EXHIBIT B - ANNUAL BUDGET

See attached cost estimates for annual budgets as follows:

1. Tract 8085 (Bayshores), Zone 1
2. Tract 8157 (Lighthouse), Zone 2, Annexation No. 1
3. Senior Housing Project (Tract 8157), Zone 3, Annexation No.2
4. Tract 8098 (Glass Bay), Zone 4, Annexation No. 3
5. Tracts 8099 and 8436 (Bridgeway Development), Zone 5, Annexation No. 4

TOTAL AMOUNT TO BE ASSESSED	**$108,652**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$108,700**

City of Newark

Landscape and Lighting District No. 19
Tract 8085 (Bayshores), Zone 1

FY 2019-20 Cost Estimate Summary

Item	Cost/Yr
Landscape Maintenance	
Landscape Maintenance	$20,362.50
Street Lighting Maintenance	$4,871.50
Total Maintenance Cost	**$25,234.00**
Administrative Cost	**$11,760.10**
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	$2,523.40
Annual Capital Replacement Reserve	$11,766.56
Total Reserves	**$14,289.96**
Total Maintenance, Administrative and Reserve Costs	**$51,284.06**
Less: Beginning Balance	$0.00
Less: Required Contribution from General Fund	($9,731.72)
Total Assessment Amount - District No. 19	**$41,552.34**

City of Newark
Landscape and Lighting District No. 19
Tract 8157 (Lighthouse), Zone 2, Annexation No. 1

FY 2019-20 Cost Estimate Summary

Item	Cost/Yr
Maintenance	
Landscape Maintenance	$1,488.33
Street Lighting Maintenance	779.44
Total Maintenance Cost	**$2,267.77**
Administrative Cost	**$2,201.81**
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	$226.78
Annual Capital Replacement Reserve	1,725.59
Total Reserves	**$1,952.37**
Total Maintenance, Administrative and Reserve Costs	**$6,421.95**
Less: Beginning Balance	0.00
Less: Required Contribution from Other Zones or General Fund	(2,498.27)
Total Assessment Amount for Zone 2 - Lighthouse	**$3,923.68**

City of Newark

Landscape and Lighting District No. 19

Newark Senior Housing (Tract 8157), Zone 3, Annexation No .2

FY 2019-20 Cost Estimate Summary

Item	Cost/Yr
Maintenance	
Landscape Maintenance	$892.01
Street Lighting Maintenance	389.72
Total Maintenance Cost	**$1,281.73**
Administrative Cost	**$1,905.31**
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	$128.17
Annual Capital Replacement Reserve	873.78
Total Reserves	**$1,001.95**
Total Maintenance, Administrative and Reserve Costs	**$4,188.99**
Less: Beginning Balance	0.00
Less: Required Contribution from Other Zones or General Fund	(1,468.74)
Total Assessment Amount for Zone 3 - Newark Senior Housing	**$2,720.25**

City of Newark
Landscape and Lighting District No. 19
Tract 8098 (Glass Bay), Zone 4, Annexation No. 3

Fiscal Year 2019-20 Cost Estimate Summary

Item	Cost/Year
Landscape Maintenance	
Landscape Maintenance	$9,978.65
Street Lighting Maintenance	3,215.19
Total Maintenance Cost	**$13,193.84**
Administrative Cost	**$5,530.81**
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	$1,319.38
Annual Capital Replacement Reserve	7,476.78
Total Reserves	**$8,796.16**
Total Maintenance, Administrative and Reserve Costs	**$27,520.81**
Less: Beginning Balance	0.00
Less: Required Contribution from General Fund	(7,743.43)
Total Assessment Amount - Annexation No. 3	**$19,777.38**

City of Newark
Landscape and Lighting District No. 19
Annexation No 4, Zone 5 - Bridgeway

FY 2019-20 Cost Estimate Summary

Item	Cost/Year
Landscape Maintenance	
Landscape Maintenance	$23,882.96
Street Lighting Maintenance	$3,933.15
Total Maintenance Cost	**$27,816.11**
Administrative Cost	**$9,971.79**
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	$2,781.61
Annual Capital Replacement Reserve	$10,122.11
Total Reserves	**$12,903.72**
Total Maintenance, Administrative and Reserve Costs	**$50,691.62**
Less: Beginning Balance	$0.00
Less: Required Contribution from General Fund	-$10,011.61
Total Assessment Amount - Annexation No. 4	**$40,680.00**

LANDSCAPING AND LIGHTING DISTRICT NO. 19
2019-20 FISCAL YEAR

Tract 8085 (Zone 1), Tract 8157 (Zone 2), Senior Housing (Zone 3), Tract 8098 (Zone 4)

EXHIBIT C - ASSESSMENT ROLL

See attached assessment rolls as follows:

1. Tract 8085 (Bayshores), Zone 1
2. Tract 8157 (Lighthouse), Zone 2, Annexation No. 1
3. Senior Housing Project (Tract 8157), Zone 3, Annexation No.2
4. Tract 8098 (Glass Bay), Zone 4, Annexation No. 3
5. Tracts 8099 and 8436 (Bridgeway Development), Zone 5, Annexation No. 4

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
FY 2019-20 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
Phase 1 - Village 1 - Lot #1	092-0257-173	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #2	092-0257-116	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #3	092-0257-076	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #4	092-0257-054	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #5	092-0257-126	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #6	092-0257-183	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #7	092-0257-153	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #8	092-0257-193	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #9	092-0257-020	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #10	092-0257-021	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #11	092-0257-203	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #12	092-0257-163	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #13	092-0257-024	TWNHM	5.00	0.75	3.75	$87.34	$327.53	$327.52
Phase 1- Village 1 - Lot #14	092-0257-212	TWNHM	8.00	0.75	6.00	$87.34	$524.04	$524.04
Phase 1- Village 1 - Lot #15	092-0257-085	TWNHM	8.00	0.75	6.00	$87.34	$524.04	$524.04
Phase 1- Village 1 - Lot #16	092-0257-094	TWNHM	8.00	0.75	6.00	$87.34	$524.04	$524.04
Phase 1- Village 1 - Lot #17	092-0257-135	TWNHM	8.00	0.75	6.00	$87.34	$524.04	$524.04
Phase 1- Village 1 - Lot #18	092-0257-143	TWNHM	7.00	0.75	5.25	$87.34	$458.54	$458.54
Phase 1- Village 1 - Lot #19	092-0257-106	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 1- Village 1 - Lot #20	092-0257-044	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 1- Village 1 - Lot #21	092-0257-032	TWNHM	5.00	0.75	3.75	$87.34	$327.53	$327.52
Phase 1- Village 3 - Lot #22	092-0258-012	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #23	092-0258-013	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #24	092-0258-014	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #25	092-0258-015	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #26	092-0258-016	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #27	092-0258-017	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #28	092-0258-018	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #29	092-0258-019	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #30	092-0258-020	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
FY 2019-20 Assessment Roll

Phase 1- Village 3 - Lot #31	092-0258-021	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #32	092-0258-022	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #33	092-0258-023	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #34	092-0258-024	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #35	092-0258-025	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #36	092-0258-026	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #37	092-0258-027	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #38	092-0258-028	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #39	092-0258-029	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #40	092-0258-030	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #41	092-0258-031	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #42	092-0258-032	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #43	092-0258-033	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #44	092-0258-034	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #45	092-0258-035	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #46	092-0258-036	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #47	092-0258-037	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #48	092-0258-038	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #49	092-0258-039	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #50	092-0258-040	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #51	092-0258-041	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #52	092-0258-042	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #53	092-0258-043	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #54	092-0258-044	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #55	092-0258-045	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #56	092-0258-046	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #57	092-0258-047	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #58	092-0258-048	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #59	092-0258-049	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #60	092-0258-050	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #61	092-0258-051	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #62	092-0258-052	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #63	092-0258-053	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

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Phase 1- Village 3 - Lot #64	092-0258-054	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #65	092-0258-055	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #66	092-0258-056	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #67	092-0258-057	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #68	092-0258-058	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #69	092-0258-059	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #70	092-0258-060	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #71	092-0258-061	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #72	092-0258-062	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #73	092-0258-063	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #74	092-0258-064	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #75	092-0258-065	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #76	092-0258-066	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #77	092-0258-067	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #78	092-0258-068	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #79	092-0258-069	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #80	092-0258-070	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #81	092-0258-071	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #82	092-0258-072	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #83	092-0258-073	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #84	092-0258-074	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #85	092-0258-075	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #86	092-0258-076	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #87	092-0258-077	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #88	092-0258-078	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #89	092-0258-079	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #90	092-0258-080	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #91	092-0258-081	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #92	092-0258-082	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #93	092-0258-083	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #94	092-0258-084	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #95	092-0258-085	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #96	092-0258-086	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

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Phase 1- Village 3 - Lot #97	092-0258-087	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #98	092-0258-088	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #99	092-0258-089	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #100	092-0258-090	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #101	092-0258-091	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #102	092-0258-092	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #103	092-0258-093	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #104	092-0258-094	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #105	092-0258-095	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #106	092-0258-096	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #107	092-0258-097	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #108	092-0258-098	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #109	092-0258-099	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #110	092-0258-100	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #111	092-0258-101	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #112	092-0258-102	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #113	092-0258-103	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #114	092-0258-104	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #115	092-0258-105	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #116	092-0258-106	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #117	092-0258-107	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #118	092-0258-108	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #119	092-0258-109	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #120	092-0258-110	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #121	092-0258-111	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #122	092-0258-112	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #123	092-0258-113	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #124	092-0258-114	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #125	092-0258-115	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #126	092-0258-116	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #127	092-0258-117	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #128	092-0258-118	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #129	092-0258-119	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

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Phase 1- Village 4A - Lot #130	092-0258-120	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #131	092-0258-121	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #132	092-0258-122	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #133	092-0258-123	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #134	092-0258-124	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #135	092-0258-125	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #136	092-0258-126	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #137	092-0258-127	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #138	092-0258-128	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #139	092-0258-129	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #140	092-0258-130	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #141	092-0258-131	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #142	092-0258-132	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #143	092-0258-133	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #144	092-0258-134	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #145	092-0258-135	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #146	092-0258-136	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #147	092-0258-137	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #148	092-0258-138	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #149	092-0258-139	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #150	092-0258-140	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #151	092-0258-141	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #152	092-0258-142	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #153	092-0258-143	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #154	092-0258-144	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #155	092-0258-145	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #156	092-0258-146	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #157	092-0258-147	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #158	092-0258-148	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #159	092-0258-149	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #160	092-0258-150	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #161	092-0258-151	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #162	092-0258-152	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

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Phase 1- Village 4A - Lot #163	092-0258-153	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #164	092-0258-154	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #165	092-0258-155	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #166	092-0258-156	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #167	092-0258-157	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #168	092-0258-158	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #169	092-0258-159	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #170	092-0258-160	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #171	092-0258-161	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #172	092-0258-162	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #173	092-0258-163	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #174	092-0258-164	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #175	092-0258-165	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #176	092-0258-166	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #177	092-0258-167	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #178	092-0258-168	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #179	092-0258-169	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #180	092-0258-170	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #181	092-0258-171	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #182	092-0258-172	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #183	092-0258-173	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #184	092-0258-174	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #185	092-0258-175	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #186	092-0258-176	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #187	092-0258-177	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #188	092-0258-178	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #189	092-0258-179	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #190	092-0258-180	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #191	092-0258-181	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #192	092-0258-182	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #193	092-0258-183	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #194	092-0258-184	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #195	092-0258-185	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

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Phase 1- Village 5 - Lot #196	092-0258-186	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #197	092-0258-187	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #198	092-0258-188	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #199	092-0258-189	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #200	092-0258-190	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #201	092-0258-191	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #202	092-0258-192	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #203	092-0258-193	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #204	092-0258-194	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #205	092-0258-195	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #206	092-0258-196	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #207	092-0258-197	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #208	092-0258-198	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #209	092-0258-199	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #210	092-0258-200	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #211	092-0258-201	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #212	092-0258-202	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #213	092-0258-203	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #214	092-0258-204	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #215	092-0258-205	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #216	092-0258-206	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 2- Village 2 - Lot #1	092-0257-059	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #2	092-0257-060	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #3	092-0257-061	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #4	092-0257-062	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #5	092-0257-063	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #6	092-0257-064	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #7	092-0257-065	TWNHM	10.00	0.75	7.50	$87.34	$655.06	$655.06
Phase 2- Village 2 - Lot #8	092-0257-066	TWNHM	10.00	0.75	7.50	$87.34	$655.06	$655.06
Phase 3- Village 3 - Lot #1	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #2	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #3	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #4	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

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Phase 3- Village 3 - Lot #5	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #6	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #7	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #8	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #9	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #10	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #11	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #12	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #13	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #14	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #15	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #16	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #17	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #18	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #19	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #20	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #21	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #22	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #23	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #24	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #25	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #26	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #27	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #28	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #29	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #30	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #31	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #32	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #33	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #34	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #35	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #36	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #37	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

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Phase 3- Village 4B - Lot #38	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #39	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #40	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #41	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #42	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #43	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #44	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #45	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #46	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #47	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #48	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #49	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #50	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #51	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #52	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #53	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #54	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #55	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #56	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #57	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #58	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #59	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #60	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #61	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #62	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #63	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #64	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #65	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #66	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #67	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #68	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #69	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #70	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
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Phase 3- Village 5 - Lot #71	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #72	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #73	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #74	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #75	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #76	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #77	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #78	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #79	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #80	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #81	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #82	092-0256-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
			542.00		**475.75**		**$41,552.34**	**$41,552.00**

City of Newark
Landscape and Lighting District No. 19
Tract 8157 (Lighthouse), Zone 2, Annexation No. 1

FY 2019-20 Assessment Roll

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
1	092 -0260-011	Lennar Homes	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
2	092 -0260-012	Lennar Homes	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
3	092 -0260-013	Lennar Homes	CONDO	5.00	0.75	3.75	$59.45	$222.94	$222.94
4	092 -0260-014	Lennar Homes	CONDO	5.00	0.75	3.75	$59.45	$222.94	$222.94
5	092 -0260-015	Lennar Homes	CONDO	6.00	0.75	4.50	$59.45	$267.52	$267.52
6	092 -0260-016	Lennar Homes	CONDO	6.00	0.75	4.50	$59.45	$267.52	$267.52
7	092 -0260-017	Lennar Homes	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
8	092 -0260-018	Lennar Homes	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
9	092 -0260-019	Lennar Homes	CONDO	6.00	0.75	4.50	$59.45	$267.52	$267.52
10	092 -0260-020	Lennar Homes	CONDO	6.00	0.75	4.50	$59.45	$267.52	$267.52
11	092 -0260-021	Lennar Homes	CONDO	6.00	0.75	4.50	$59.45	$267.52	$267.52
12	092 -0260-022	Lennar Homes	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
13	092 -0260-023	Lennar Homes	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
		TOTALS:		**88.00**		**66.00**		**$3,923.68**	**$3,923.68**

Total Assessment Amount - Zone 2 **$3,923.68**

City of Newark
Landscape and Lighting District No. 19
Senior Housing (Tract 8157), Zone 3, Annexation No. 2

FY 2019-20 Assessment Roll

APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
092 -0260-011	NEWARK 618, LP	APT	75.00	0.75	56.25	$48.36	$2,720.25	$2,720.25
	TOTALS:		**75.00**		**56.25**		**$2,720.25**	**$2,720.25**

City of Newark
Landscape and Lighting District No. 19
Tract 8098 (Glass Bay), Zone 4, Annexation No. 3

Fiscal Year 2019-20 Assessment Roll

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
1	092 -0259-024	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
2	092 -0259-025	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
3	092 -0259-026	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
4	092 -0259-027	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
5	092 -0259-028	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
6	092 -0259-029	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
7	092 -0259-030	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
8	092 -0259-031	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
9	092 -0259-032	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
10	092 -0259-033	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
11	092 -0259-034	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
12	092 -0259-035	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
13	092 -0259-036	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
14	092 -0259-037	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
15	092 -0259-038	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
16	092 -0259-039	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
17	092 -0259-040	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
18	092 -0259-041	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
19	092 -0259-042	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
20	092 -0259-043	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
21	092 -0259-044	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
22	092 -0259-045	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
23	092 -0259-046	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
24	092 -0259-047	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
25	092 -0259-048	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
26	092 -0259-049	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
27	092 -0259-050	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
28	092 -0259-051	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
29	092 -0259-052	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
30	092 -0259-053	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
31	092 -0259-054	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
32	092 -0259-055	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
33	092 -0259-056	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
34	092 -0259-057	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
35	092 -0259-058	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
36	092 -0259-059	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
37	092 -0259-060	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
38	092 -0259-061	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
39	092 -0259-062	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
40	092 -0259-063	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
41	092 -0259-064	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
42	092 -0259-065	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
43	092 -0259-066	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
44	092 -0259-067	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
45	092 -0259-068	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
46	092 -0259-069	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
47	092 -0259-070	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
48	092 -0259-071	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
49	092 -0259-072	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
50	092 -0259-073	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
51	092 -0259-074	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
52	092 -0259-075	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
53	092 -0259-076	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
54	092 -0259-077	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
55	092 -0259-078	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
56	092 -0259-079	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
57	092 -0259-080	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
58	092 -0259-081	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
59	092 -0259-082	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
60	092 -0259-083	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
61	092 -0259-084	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
62	092 -0259-085	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
63	092 -0259-086	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
64	092 -0259-087	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
65	092 -0259-088	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
66	092 -0259-089	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
67	092 -0259-090	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
68	092 -0259-091	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
69	092 -0259-092	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
70	092 -0259-093	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
71	092 -0259-094	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
72	092 -0259-095	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
73	092 -0259-096	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
74	092 -0259-097	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
75	092 -0259-098	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
76	092 -0259-099	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
77	092 -0259-100	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
78	092 -0259-101	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
79	092 -0259-102	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
80	092 -0259-103	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
81	092 -0259-104	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
82	092 -0259-105	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
83	092 -0259-106	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
84	092 -0259-107	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
85	092 -0259-108	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
86	092 -0259-109	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
87	092 -0259-110	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
88	092 -0259-111	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
89	092 -0259-112	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
90	092 -0259-113	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
91	092 -0259-114	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
92	092 -0259-115	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
93	092 -0259-116	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
94	092 -0259-117	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
95	092 -0259-118	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
96	092 -0259-119	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
97	092 -0259-120	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
98	092 -0259-121	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
99	092 -0259-122	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
100	092 -0259-123	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
101	092 -0259-124	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
102	092 -0259-125	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
103	092 -0259-126	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
104	092 -0259-127	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
105	092 -0259-128	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
106	092 -0259-129	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
107	092 -0259-130	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
108	092 -0259-131	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
109	092 -0259-132	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
110	092 -0259-133	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
111	092 -0259-134	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
112	092 -0259-135	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
113	092 -0259-136	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
114	092 -0259-137	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
115	092 -0259-138	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
116	092 -0259-139	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
117	092 -0259-140	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
118	092 -0259-141	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
119	092 -0259-142	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
120	092 -0259-143	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
121	092 -0259-144	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
122	092 -0259-145	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
123	092 -0259-146	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
124	092 -0259-147	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
125	092 -0259-148	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
126	092 -0259-149	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
127	092 -0259-150	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
128	092 -0259-151	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
129	092 -0259-152	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
130	092 -0259-153	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
131	092 -0259-154	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
132	092 -0259-155	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
133	092 -0259-156	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
134	092 -0259-157	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
135	092 -0259-158	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
136	092 -0259-159	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
137	092 -0259-160	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
138	092 -0259-161	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
139	092 -0259-162	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
140	092 -0259-163	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
141	092 -0259-164	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
142	092 -0259-165	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
143	092 -0259-166	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
144	092 -0259-167	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
145	092 -0259-168	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
146	092 -0259-169	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
147	092 -0259-170	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
148	092 -0259-171	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
149	092 -0259-172	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
150	092 -0259-173	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
151	092 -0259-174	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
152	092 -0259-175	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
153	092 -0259-176	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
154	092 -0259-177	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
155	092 -0259-178	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
156	092 -0259-179	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
157	092 -0259-180	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
158	092 -0259-181	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
159	092 -0259-182	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
160	092 -0259-183	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
161	092 -0259-184	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
162	092 -0259-185	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
163	092 -0259-186	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
164	092 -0259-187	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
165	092 -0259-188	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
166	092 -0259-189	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
167	092 -0259-190	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
168	092 -0259-191	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
169	092 -0259-192	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
170	092 -0259-193	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
171	092 -0259-194	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
172	092 -0259-195	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
173	092 -0259-196	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
174	092 -0259-197	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
175	092 -0259-198	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
176	092 -0259-199	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
177	092 -0259-200	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
178	092 -0259-201	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
179	092 -0259-202	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
180	092 -0259-203	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
181	092 -0259-204	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
182	092 -0259-205	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
183	092 -0259-206	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
184	092 -0259-207	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
185	092 -0259-208	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
186	092 -0259-209	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
187	092 -0259-210	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
188	092 -0259-211	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
189	092 -0259-212	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
190	092 -0259-213	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
191	092 -0259-214	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
192	092 -0259-215	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
193	092 -0259-216	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
194	092 -0259-217	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
195	092 -0259-218	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
196	092 -0259-219	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
197	092 -0259-220	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
198	092 -0259-221	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
199	092 -0259-222	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
200	092 -0259-223	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
201	092 -0259-224	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
202	092 -0259-225	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
203	092 -0259-226	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
204	092 -0259-227	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
205	092 -0259-228	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
206	092 -0259-229	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
207	092 -0259-230	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
208	092 -0259-231	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
209	092 -0259-232	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
210	092 -0259-233	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
211	092 -0259-234	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2018-19 MAXIMUM ASSESSMENT	2018-19 APPLIED ASSESSMENT
212	092 -0259-235	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
213	092 -0259-236	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
214	092 -0259-237	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
215	092 -0259-238	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
216	092 -0259-239	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
217	092 -0259-240	Trumark Homes	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
		TOTALS:		**217.00**		**217.00**		**$19,777.38**	**$19,777.38**

APPENDIX C
Assessment Roll

City of Newark
Landscape and Lighting District No. 19
Annexation No. 4
Tracts 8099 and 846 (Bridgeway)

The Assessment Roll is hereby incorporated and made a part of this Report, as shown below. Reference is made to the Alameda County Assessment Roll for a description of the lots or parcels in the Annexation.

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
1	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
2	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
3	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
4	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
5	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
6	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
7	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
8	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
9	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
10	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
11	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
12	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
13	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
14	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
15	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
16	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
17	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
18	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN		OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
19	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
20	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
21	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
22	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
23	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
24	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
25	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
26	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
27	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
28	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
29	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
30	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
31	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
32	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
33	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
34	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
35	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
36	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
37	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
38	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
39	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
40	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
41	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
42	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
43	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
44	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
45	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
46	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
47	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
48	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
49	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
50	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
51	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
52	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
53	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
54	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
55	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
56	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
57	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
58	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
59	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
60	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
61	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
62	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
63	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
64	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
65	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
66	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
67	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
68	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
69	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
70	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
71	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
72	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
73	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
74	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
75	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
76	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
77	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
78	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
79	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
80	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
81	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
82	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
83	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
84	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
85	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
86	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
87	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
88	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
89	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
90	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
91	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
92	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
93	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
94	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
95	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
96	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
97	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
98	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
99	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
100	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
101	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
102	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
103	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
104	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
105	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
106	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
107	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
108	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
109	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
110	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
111	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
112	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
113	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
114	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
115	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
116	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
117	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
118	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
119	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
120	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
121	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
122	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
123	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
124	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
125	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
126	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
127	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
128	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
129	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
130	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
131	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
132	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
133	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
134	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
135	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
136	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
137	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
138	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
139	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
140	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
141	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
142	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
143	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
144	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
145	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
146	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
147	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
148	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
149	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
150	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
151	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
152	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
153	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
154	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
155	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
156	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
157	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
158	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
159	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
160	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
161	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
162	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
163	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
164	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
165	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
166	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
167	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
168	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
169	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
170	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
171	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
172	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
173	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
174	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
175	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
176	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
177	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
178	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
179	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
180	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
181	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
182	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
183	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
184	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
185	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
186	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
187	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
188	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
189	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
190	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
191	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
192	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
193	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
194	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
195	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
196	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
197	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
198	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
199	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
200	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
201	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
202	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
203	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
204	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
205	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
206	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
207	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
208	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
209	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
210	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
211	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
212	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
213	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
214	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
215	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
216	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
217	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
218	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
219	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
220	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
221	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
222	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
223	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
224	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
225	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
226	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
227	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
228	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
229	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
230	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
231	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
232	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
233	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
234	537 -0852-019 thru 025	8099	Lennar Homes	MFR	4.00	0.75	3.00	$80.00	$240.00	$240.00
235	537 -0852-019 thru 025	8099	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
236	537 -0852-019 thru 025	8099	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
237	537 -0852-019 thru 025	8099	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
238	537 -0852-019 thru 025	8099	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
239	537 -0852-019 thru 025	8099	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
240	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
241	537 -0852-019 thru 025	8099	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
242	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
243	537 -0852-019 thru 025	8099	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
244	537 -0852-019 thru 025	8099	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
245	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
246	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
247	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
248	537 -0852-019 thru 025	8436	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
249	537 -0852-019 thru 025	8436	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
250	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
251	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
252	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
253	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
254	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
255	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
256	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
257	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
258	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
259	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
260	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
261	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
262	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
263	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
264	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
265	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
266	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
267	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
268	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
269	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
270	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
271	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
272	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
273	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
274	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
275	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
276	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
277	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
278	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
279	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
280	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
281	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
282	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
283	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
284	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
285	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
286	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
287	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
288	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
289	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
290	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
291	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
292	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
293	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
294	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
295	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
296	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
297	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
298	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	8436	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
299	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
300	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
301	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
302	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
303	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
304	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
305	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
306	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
307	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
308	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
309	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
310	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
311	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
312	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
313	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
314	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
315	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
316	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
317	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
318	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
319	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
320	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
321	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
322	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
323	537 -0852-019 thru 025	8436	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
324	537 -0852-019 thru 025	8436	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
325	537 -0852-019 thru 025	8436	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
326	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2019-20 MAXIMUM ASSESSMENT	2019-20 APPLIED ASSESSMENT
327	537 -0852-019 thru 025	8436	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
328	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
329	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
330	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
331	537 -0852-019 thru 025	8436	Lennar Homes	MFR	4.00	0.75	3.00	$80.00	$240.00	$240.00
332	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
333	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
334	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
335	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
336	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
337	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
338	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
339	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
340	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
341	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
342	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
343	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
344	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
345	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
346	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
347	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
			TOTALS:		**576.00**		**508.50**		**$40,680.00**	**$40,680.00**

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 19

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, and the method of apportionment of assessment are described in detail in each of the Engineer's Reports, incorporated herein by reference and available in the Office of the Engineer, as follows:

1. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 1), Tract 8085 (Bayshores), approved by the City Council of the City of Newark pursuant to Resolution No. 10,568.

2. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 2), Tract 8157 (Lighthouse), Annexation No.1, approved by the City Council of the City of Newark pursuant to Resolution No. 10,692.

3. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 3), Senior Housing Project (Tract 8157), Annexation No. 2, approved by the City Council of the City of Newark pursuant to Resolution No. 10,694.

4. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 4), Tract 8098 (Glass Bay), Annexation No. 3, approved by the City Council of the City of Newark pursuant to Resolution No. 10,714.

5. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 5), Tracts 8099 and 8436 (Bridgeway Development), Annexation No. 4, approved by the City Council of the City of Newark pursuant to Resolution No. 10,920.

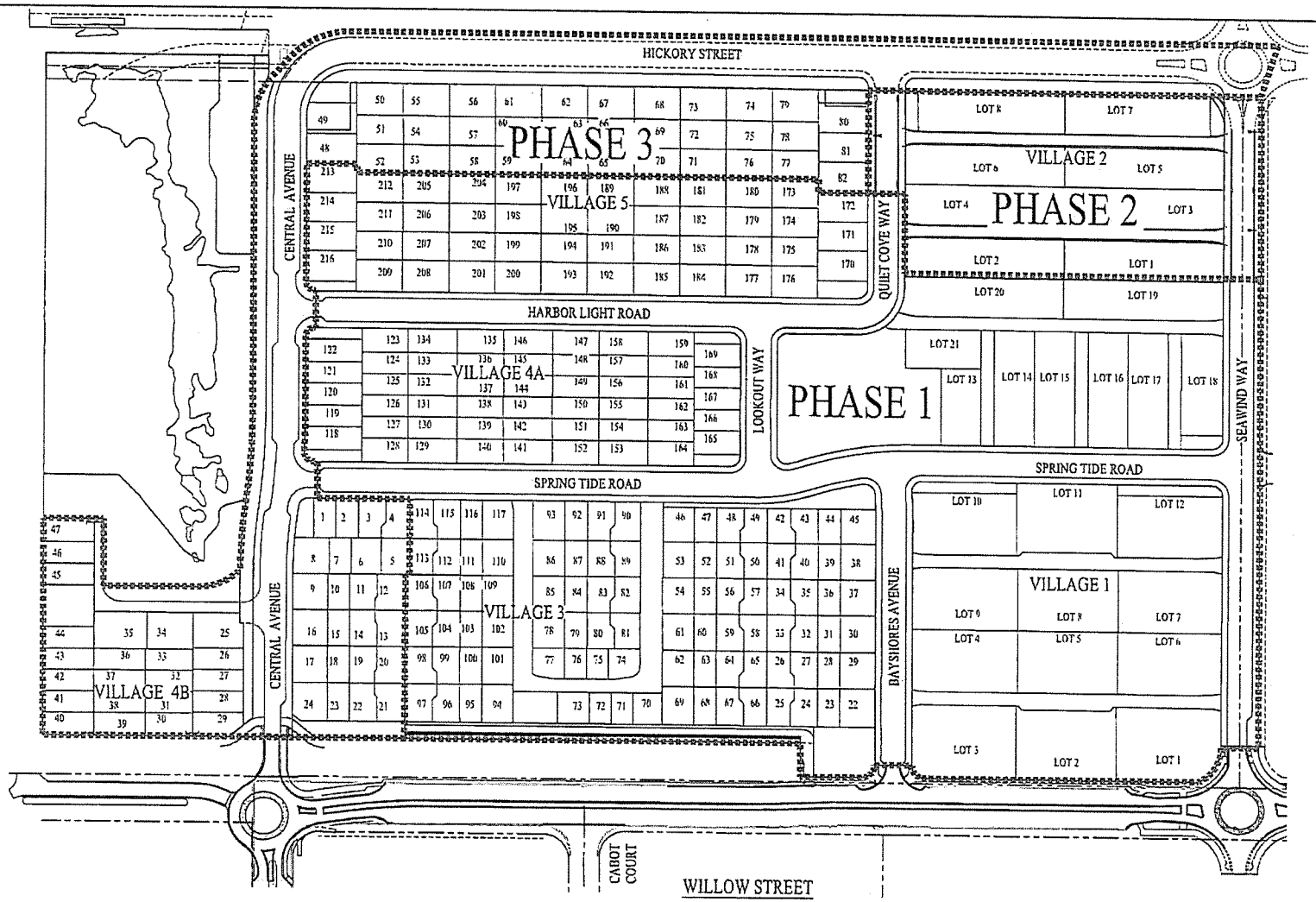
PART E

LANDSCAPING AND LIGHTING DISTRICT NO. 19

ASSESSMENT DIAGRAMS

See attached Assessment Diagrams for Landscaping & Lighting District No. 19:

Zone 1 – Tract 8085 (Bayshores)
Zone 2 – Tract 8157 (Lighthouse), Annexation No.1
Zone 3 – Newark Senior Housing (Tract 8157), Annexation No. 2
Zone 4- Tract 8098 (Glass Bay), Annexation No. 3
Zone 5 – Tracts 8099 and 8436 (Bridgeway Development), Annexation No. 4



ASSESSMENT DIAGRAM EXHIBIT

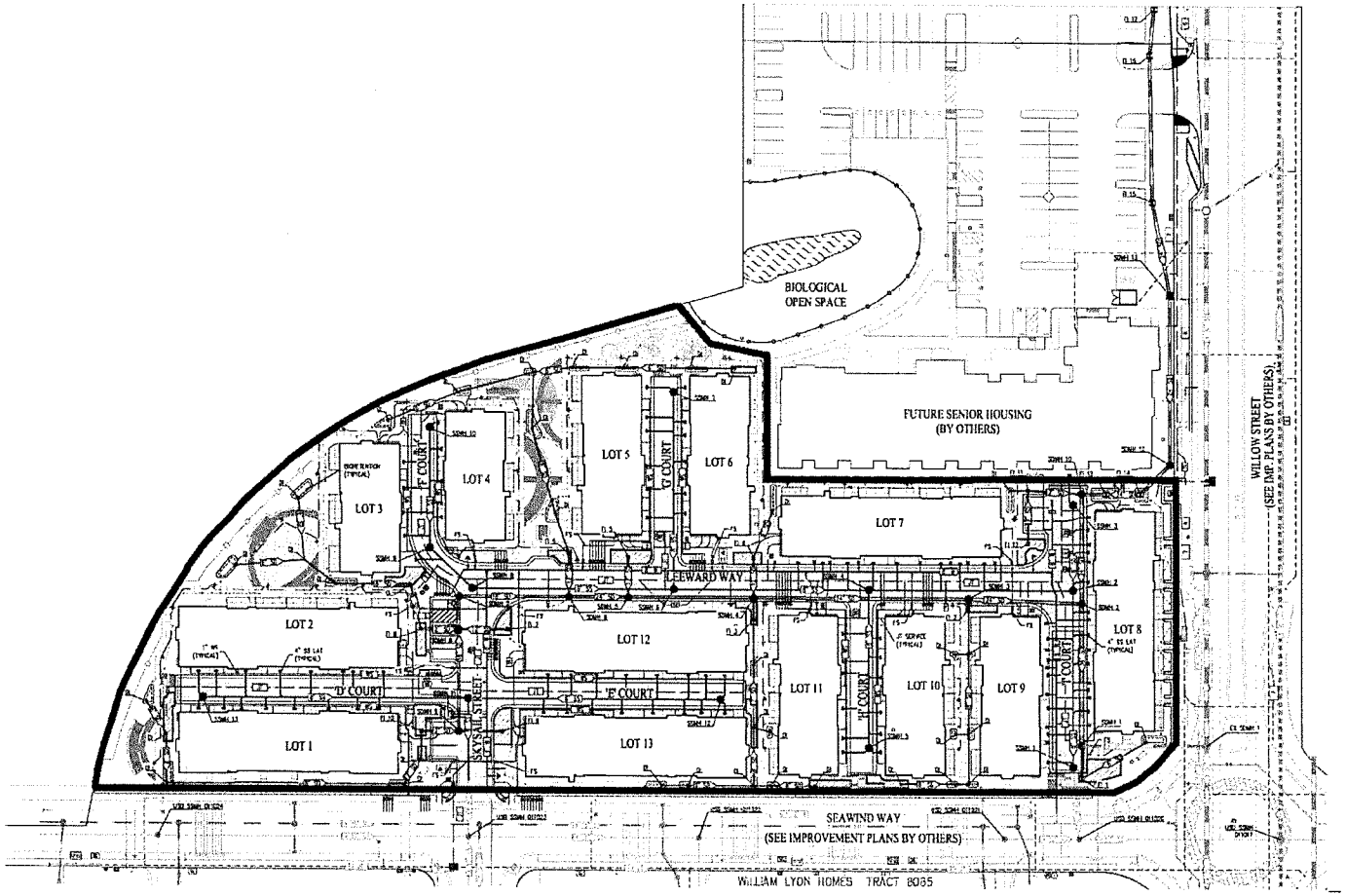
BAYSHORES - TRACT 8085

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: OCTOBER 17, 2016

Carson, Barger & Cosgrove, Inc.

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 1 (LIGHTHOUSE)
CITY OF NEWARK, COUNTY OF ALAMEDA STATE OF CALIFORNIA



LEGEND:

ANNEXATION BOUNDARY

NOTES:

REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.

1.FILED IN THE OFFICE OF THE CITY CLERK, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY CLERK

2.RECORDED IN THE OFFICE OF THE CITY ENGINEER, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY ENGINEER
CITY OF NEWARK

3.AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 2017; THE ASSESSSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE CITY ENGINEER, AS THE SUPERINTENDENT OF STREETS, OF THE CITY OF NEWARK ON THE _____ DAY OF _____, 2017. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE CITY ENGINEER FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINT EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

_____
CITY ENGINEER
CITY OF NEWARK

4.FILED THIS _____ DAY OF _____, 2017, AT THE HOUR OF _____ O'CLOCK ___.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

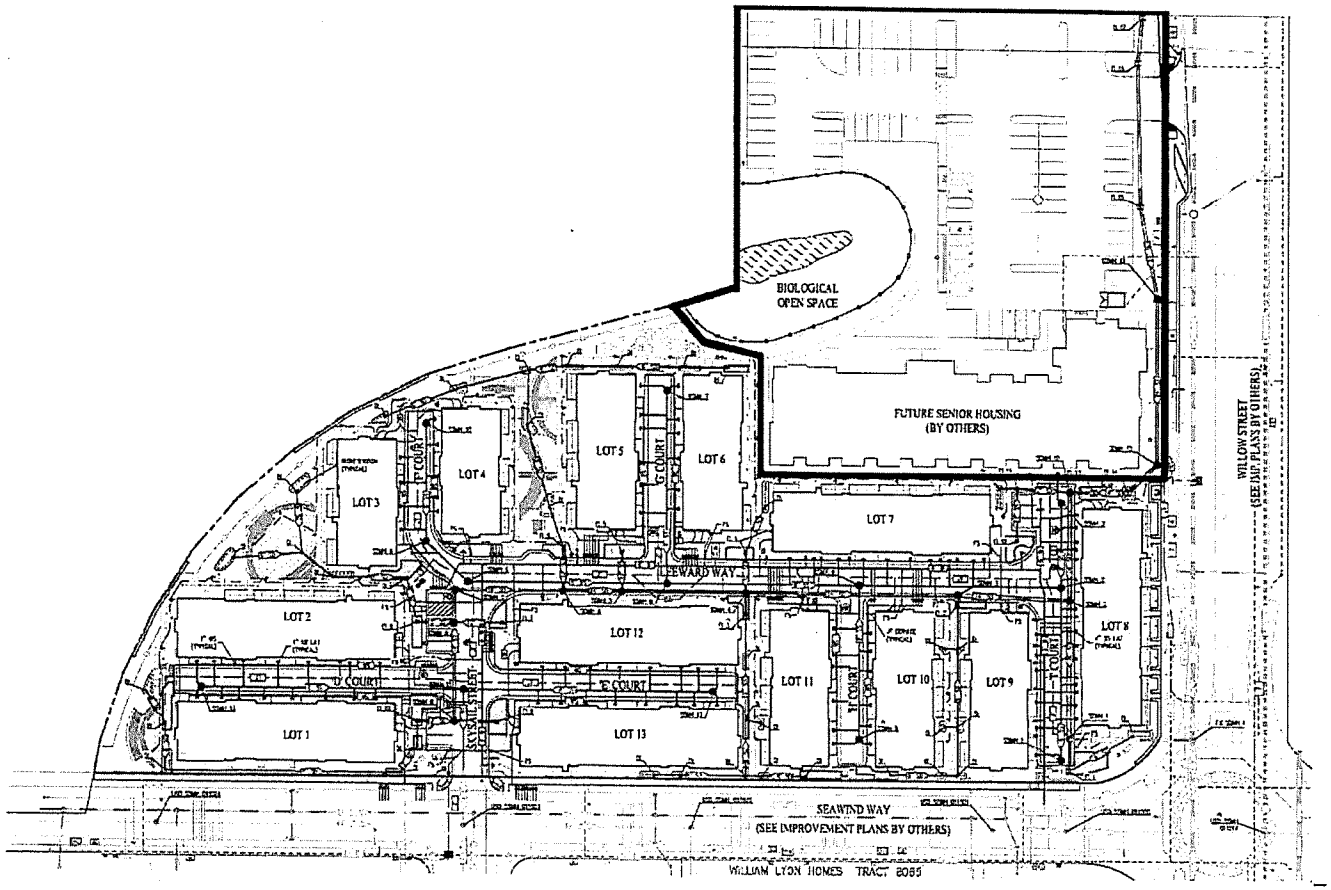
_____
COUNTY RECORDER,
COUNTY OF ALAMEDA

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 1 (LIGHTHOUSE)
CITY OF NEWARK, COUNTY OF ALAMEDA
STATE OF CALIFORNIA

Harris & Associates

DATE:	SHEET	OF
AUGUST 23, 2017	1	1

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 2 (NEWARK SENIORS HOUSING)
CITY OF NEWARK, COUNTY OF ALAMEDA STATE OF CALIFORNIA



LEGEND:

———— ANNEXATION BOUNDARY

NOTES:

REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.

1.FILED IN THE OFFICE OF THE CITY CLERK, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY CLERK

2.RECORDED IN THE OFFICE OF THE CITY ENGINEER, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY ENGINEER
CITY OF NEWARK

3.AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 2017; THE ASSESSSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE CITY ENGINEER, AS THE SUPERINTENDENT OF STREETS, OF THE CITY OF NEWARK ON THE _____ DAY OF _____, 2017. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE CITY ENGINEER FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINT EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

_____
CITY ENGINEER
CITY OF NEWARK

4.FILED THIS _____ DAY OF _____, 2017, AT THE HOUR OF _____ O'CLOCK ___.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

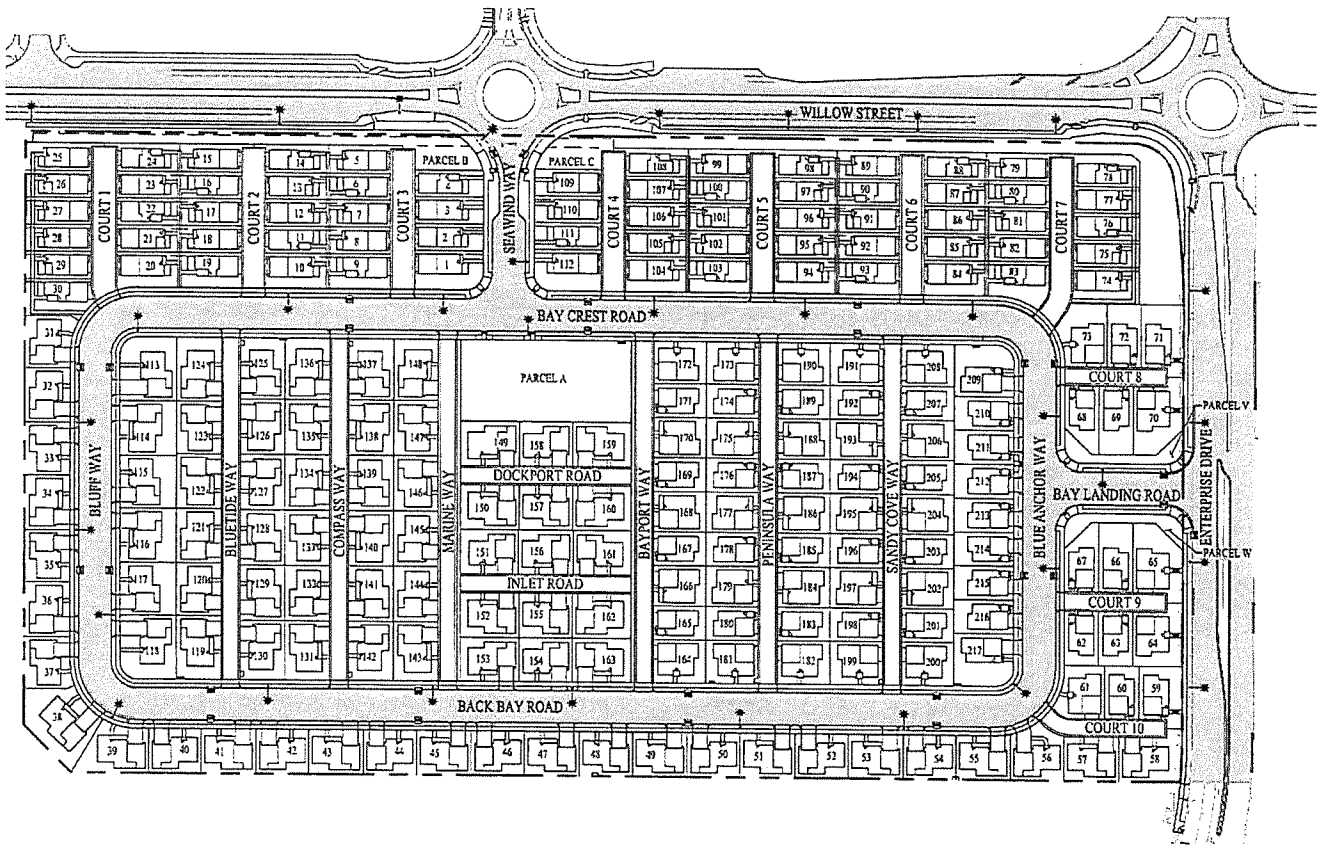
_____
COUNTY RECORDER,
COUNTY OF ALAMEDA

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 2 (NEWARK SENIORS HOUSING)
CITY OF NEWARK, COUNTY OF ALAMEDA
STATE OF CALIFORNIA

Harris & Associates

DATE:	SHEET:	OF
AUGUST 23, 2017	1	1

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 3 (TRACT 8098 - GLASS BAY)
CITY OF NEWARK, COUNTY OF ALAMEDA STATE OF CALIFORNIA



GRAPHIC SCALE

1" = 150'

LEGEND:

— — — —	ANNEXATION BOUNDARY
100	ASSESSMENT NUMBER
▭	PUBLIC STREET

NOTES:

REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.

1.FILED IN THE OFFICE OF THE CITY C CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY CLERK

2.RECORDED IN THE OFFICE OF THE CITY ENGINEER, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY ENGINEER
CITY OF NEWARK

3.AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 2017; THE ASSESSSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE CITY ENGINEER, AS THE SUPERINTENDENT OF STREETS, OF THE CITY OF NEWARK ON THE _____ DAY OF _____, 2017. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE CITY ENGINEER FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINT EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

_____
CITY ENGINEER
CITY OF NEWARK

4.FILED THIS _____ DAY OF _____, 2017, AT THE HOUR OF _____ O'CLOCK ___.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

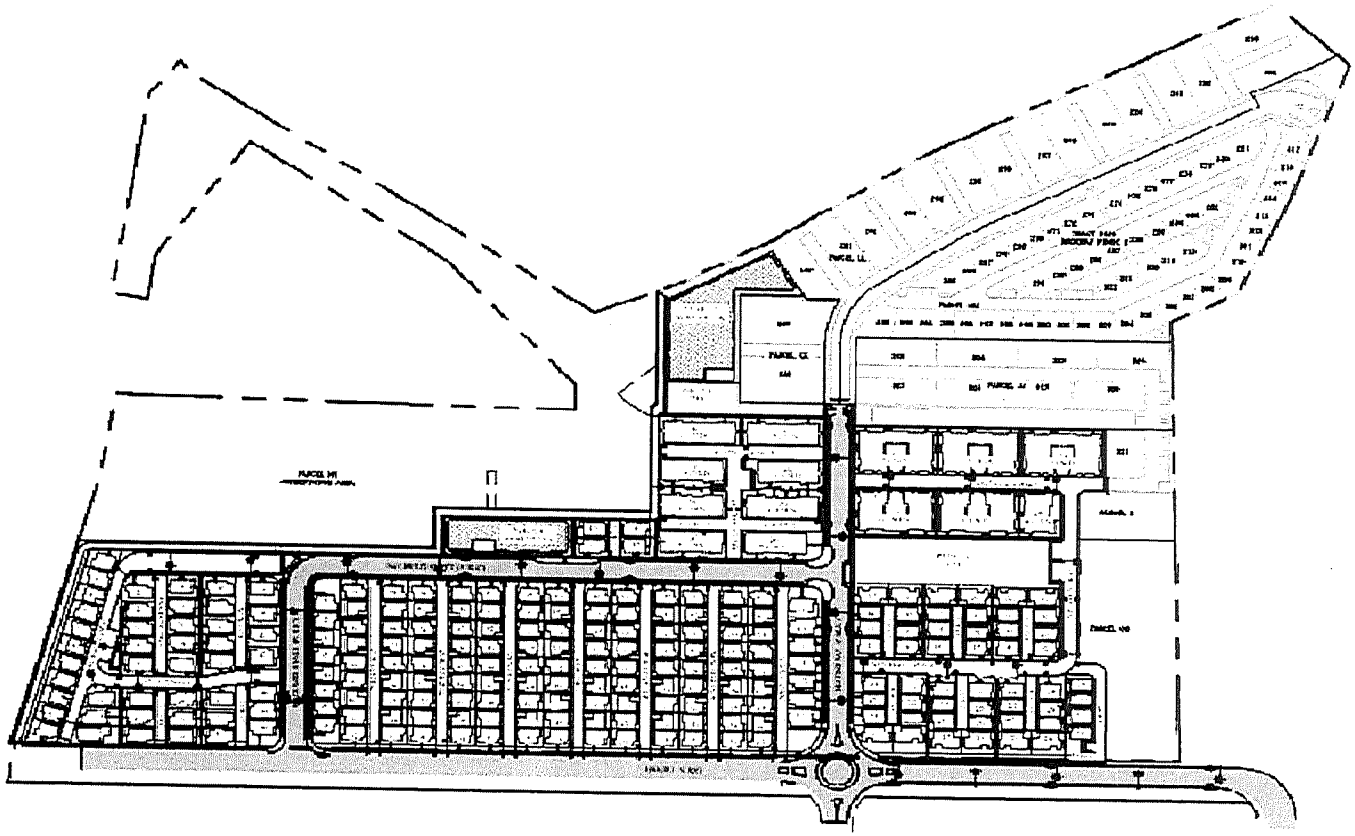
_____
COUNTY RECORDER,
COUNTY OF ALAMEDA

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 3 (TRACT 8098 - GLASS BAY)
CITY OF NEWARK, COUNTY OF ALAMEDA
STATE OF CALIFORNIA

Harris & Associates

DATE: AUGUST 23, 2017 | SHEET: 1 OF 1

APPENDIX A
Assessment Diagram



LEGEND:

PUBLIC STREET

BOUNDARY

ASSESSMENT DIAGRAM
CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 4
Tracts 8099 & 8436 - Bridgeway
ALAMEDA COUNTY CALIFORNIA
DATE: JANUARY 23, 2019 SCALE: 1" = 300'

cbg
CIVIL ENGINEERS • SURVEYORS • PLANNERS
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SACRAMENTO (916) 375-1877
www.cbgcivil.com

E.15 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 10 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 10. This district is a consolidated district which includes miscellaneous developments at several locations. These locations and the work involved are as follows:

10a. The maintenance of Jarvis Avenue and Lido Boulevard median-island and street landscaping, and lighting adjacent to the boundaries of Tract 5318, Lexington Square.

10b. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on the north side of Central Avenue between the Nimitz Freeway and Timber Street.

10c. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on Morton Avenue for Geomax.

10d. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on Enterprise Court and Enterprise Drive for Parcel 1 of Tentative Parcel Map 5109.

10e. Maintenance of landscaping and the landscape irrigation system adjacent to Cedar Boulevard south of Mowry Avenue for Jiffy Lube.

10f. Maintenance of landscaping and the landscape irrigation system for the apartment complex at the intersection of Rich Avenue and Magnolia Street.

10g. Maintenance of landscaping and the landscape irrigation system within easement areas on Smith Avenue and Cedar Boulevard for the Cedar Boulevard Neighborhood Church.

10h. Maintenance of landscaping and the landscape irrigation system within easement areas for the parcel adjacent to Eucalyptus Grove Park.

10i. Maintenance of landscaping and the landscape irrigation system within easement areas and the public right-of-way on Cherry Street for Thoro Systems.

10j. Maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas for the King & Lyons development at Thornton Avenue and Willow Street.

10k. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue for Bay Mirror.

10l. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on Cedar Boulevard near Moores Avenue for Empire Tractor.

10m. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Mowry Avenue for the property at the northeast corner of Mowry Avenue and Cedar Boulevard.

10n. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way and easement areas adjacent to the public right-of-way on Cedar Boulevard and Balentine Drive for TJ Maxx.

10o. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way and the easement areas adjacent to the public right-of-way on Newark Boulevard and Cedar Boulevard for Lido Faire Shopping Center.

10p. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way on Sycamore Street for B.K. Mills.

10q. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street for the Moose Lodge.

10r. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue at the Southern Pacific railroad right-of-way for Leslie Salt Company.

10s. The maintenance of landscaping and the landscape irrigation system within landscape easement areas on Cedar Boulevard at Central Avenue for Parcel 1 of Parcel Map 4073.

10t. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard north of Lake Boulevard for Lot 5 of Tract 5361.

10u. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street south of Graham Avenue for Parcel 1 of Parcel Map 6178.

10v. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Smith Avenue west of Cherry Street for Parcel 4 of Parcel Map 1425.

10w. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard and Mowry Avenue for Parcels 1, 2, 3, and 6 of Parcel Map 3028.

10x. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on the cul-de-sac of Enterprise Court at 37569 Enterprise Court.

10y. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street and Graham Avenue at 37088 Magnolia Street (formerly 6963 Graham Avenue).

10z. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on the Thornton Avenue and Locust Street frontage of 37010 Locust Street.

10aa. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Enterprise Drive and Hickory Street at 8610 Enterprise Drive.

10ac. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue and Sycamore Street at 7275 Thornton Avenue.

10ad. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue at 6152 Thornton Avenue.

10ae. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard south of Mowry Avenue.

10af. The maintenance of landscaping, the landscape irrigation system, and the concrete block wall within the public right-of-way and adjacent easement areas on Mowry Avenue and Cedar Boulevard for the shopping center that includes 5789 Mowry Avenue.

10ag. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Hickory Street at 37137 Hickory Street.

10ah. The maintenance of median-island landscaping and lighting, and street frontage landscaping up to 30 feet in width along all streets within the boundaries of Bridgeway Technology Park on Fircrest Street.

10ai. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way along Dairy

Avenue, Newark Boulevard, and Thornton Avenue for the Foxwood condominium project.

10aj. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way on Magnolia Street, Graham Avenue, and Sycamore Street for the Summerhill Apartments.

10ak. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way on Cherry Street and Dairy Avenue for the Summerhill Apartments.

10al. Maintenance of landscaping, landscape irrigation and lighting within the entire street right-of-way of Potrero Avenue; the easterly portion of Cherry Street, Buena Vista Drive and Parada Street contiguous to Tract 5869; and the easterly portion of Parada Street contiguous to Tract 5810; and the northerly portion of Stevenson Boulevard contiguous to Tract 5810, excluding the median islands within Cherry Street and Stevenson Boulevard.

10am. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on Smith Avenue for the Oatey Company.

10an. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue at Cedar Boulevard for Newark Square shopping center.

10ao. The maintenance and/or construction of landscaping and the irrigation system within the public right-of-way and adjacent easement areas on the Mowry School Road frontage of the property to the rear of Fremont Ford.

10ap. The construction and maintenance of landscaping and an irrigation system within the public right-of-way and adjacent easement areas on Morton Avenue for Morton Salt.

10aq. Construction and maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on the Cedar Boulevard frontage of the shopping center on the northwest corner of Newark Boulevard and Cedar Boulevard.

10ar. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue and on Clark Avenue for Matheson Gas.

10as. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Smith Avenue at 6565 Smith Avenue.

10at. The construction and/or maintenance of the Art in Public Places Element required in accordance with Newark City Council Resolution No. 5682 within the public right-of-way and/or adjacent easement areas on Parcels 1 and 2 of Tract 5343.

10au. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Newark Boulevard at 35193 Newark Boulevard.

10av. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard at 37300 Cedar Boulevard.

10aw. The maintenance and/or construction of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Fircrest Street at Assessor's Parcel No. 537-460-12-3.

10ax. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Enterprise Drive and Willow Street at 8400 Enterprise Drive.

10ay. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Mowry Avenue and Cherry Street.

10az. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Balentine Drive at Parcel 1 of Parcel Map 6692.

10ba. The maintenance and/or construction of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cherry Street north of Thornton Avenue.

10bb. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Jarvis Avenue and Newark Boulevard.

10bc. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cherry Street south of Robertson Avenue.

10bd. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Filbert Street and Central Avenue.

10be. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement along the street frontage on Balentine Drive.

Since this district is for properties responsible for their own maintenance, all property owners for all subdistricts in this district will receive a “zero” assessment for 2019-2020.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 10 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 10
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 10 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 10, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 10

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 27th day of June, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 10
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 10, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

10a. The maintenance of Jarvis Avenue and Lido Boulevard median-island and street landscaping, and lighting adjacent to the boundaries of Tract 5318, Lexington Square.

10b. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on the north side of Central Avenue between the Nimitz Freeway and Timber Street.

10c. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on Morton Avenue for Geomax.

10d. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on Enterprise Court and Enterprise Drive for Parcel 1 of Tentative Parcel Map 5109.

10e. Maintenance of landscaping and the landscape irrigation system adjacent to Cedar Boulevard south of Mowry Avenue for Jiffy Lube.

10f. Maintenance of landscaping and the landscape irrigation system for the apartment complex at the intersection of Rich Avenue and Magnolia Street.

10g. Maintenance of landscaping and the landscape irrigation system within easement areas on Smith Avenue and Cedar Boulevard for the Cedar Boulevard Neighborhood Church.

10h. Maintenance of landscaping and the landscape irrigation system within easement areas for the parcel adjacent to Eucalyptus Grove Park.

10i. Maintenance of landscaping and the landscape irrigation system within easement areas and the public right-of-way on Cherry Street for Thoro Systems.

10j. Maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas for the King & Lyons development at Thornton Avenue and Willow Street.

10k. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue for Bay Mirror.

10l. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on Cedar Boulevard near Moores Avenue for Empire Tractor.

10m. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Mowry Avenue for the property at the northeast corner of Mowry Avenue and Cedar Boulevard..

10n. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way and easement areas adjacent to the public right-of-way on Cedar Boulevard and Balentine Drive for TJ Maxx.

10o. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way and the easement areas adjacent to the public right-of-way on Newark Boulevard and Cedar Boulevard for Lido Faire Shopping Center.

10p. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way on Sycamore Street for B.K. Mills.

10q. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street for the Moose Lodge.

10r. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue at the Southern Pacific Railroad right-of-way for Leslie Salt Company.

10s. The maintenance of landscaping and the landscape irrigation system within landscape easement areas on Cedar Boulevard at Central Avenue for Parcel 1 of Parcel Map 4073.

10t. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard north of Lake Boulevard for Lot 5 of Tract 5361.

10u. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street south of Graham Avenue for Parcel 1 of Parcel Map 6178.

10v. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Smith Avenue west of Cherry Street for Parcel 4 of Parcel Map 1427.

10w. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard and Mowry Avenue for Parcels 1, 2, 3, and 6 of Parcel Map 3028.

10x. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on the cul-de-sac of Enterprise Court at 37569 Enterprise Court.

10y. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street and Graham Avenue at 37088 Magnolia Street (formerly 6963 Graham Avenue).

10z. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on the Thornton Avenue and Locust Street frontage of 37010 Locust Street.

10aa. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Enterprise Drive and Hickory Street at 8610 Enterprise Drive.

10ac. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue and Sycamore Street at 7275 Thornton Avenue.

10ad. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue at 6152 Thornton Avenue.

10ae. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard south of Mowry Avenue.

10af. The maintenance of landscaping, the landscape irrigation system, and the concrete block wall within the public right-of-way and adjacent easement areas on Mowry Avenue and Cedar Boulevard for the shopping center that includes 5789 Mowry Avenue.

10ag. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Hickory Street at 37137 Hickory Street.

10ah. The maintenance of median-island landscaping and lighting, and street frontage landscaping up to 30 feet in width along all streets within the boundaries of Bridgeway Technology Park on Fircrest Street.

10ai. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way along Dairy Avenue, Newark Boulevard, and Thornton Avenue for the Foxwood condominium project.

10aj. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way on Magnolia Street, Graham Avenue, and Sycamore Street for the Summerhill Apartments.

10ak. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way on Cherry Street and Dairy Avenue for the Summerhill Apartments.

10al. Maintenance of landscaping, landscape irrigation and lighting within the entire street right-of-way of Potrero Avenue; the easterly portion of Cherry Street, Buena Vista Drive and Parada Street contiguous to Tract 5869; and the easterly portion of Parada Street contiguous to Tract 5810; and the northerly portion of Stevenson Boulevard contiguous to Tract 5810, excluding the median islands within Cherry Street and Stevenson Boulevard.

10am. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on Smith Avenue for the Oatey Company.

10an. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue at Cedar Boulevard for Newark Square shopping center.

10ao. The maintenance and/or construction of landscaping and the irrigation system within the public right-of-way and adjacent easement areas on the Mowry School Road frontage of the property to the rear of Fremont Ford.

10ap. The construction and maintenance of landscaping and an irrigation system within the public right-of-way and adjacent easement areas on Morton Avenue for Morton Salt.

10aq. Construction and maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on the Cedar Boulevard frontage of the shopping center on the northwest corner of Newark Boulevard and Cedar Boulevard.

10ar. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue and on Clark Avenue for Matheson Gas.

10as. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Smith Avenue at 6565 Smith Avenue.

10at. The construction and/or maintenance of the Art in Public Places Element required in accordance with Newark City Council Resolution No. 5682 within the public right-of-way and/or adjacent easement areas on Parcels 1 and 2 of Tract 5343.

10au. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Newark Boulevard at 35193

Newark Boulevard.

10av. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard at 37300 Cedar Boulevard.

10aw. The maintenance and/or construction of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Fircrest Street at Assessor's Parcel No. 537-460-12-3.

10ax. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Enterprise Drive and Willow Street at 8400 Enterprise Drive.

10ay. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Mowry Avenue and Cherry Street.

10az. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Balentine Drive at Parcel 1 of Parcel Map 6692.

10ba. The maintenance and/or construction of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cherry Street north of Thornton Avenue.

10bb. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Jarvis Avenue and Newark Boulevard.

10bc. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cherry Street south of Robertson Avenue.

10bd. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Filbert Street and Central Avenue.

10be. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement along the street frontage on Balentine Drive.

Costs shall include all maintenance and operation costs including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 10
2019-2020 Fiscal Year
Consolidated (Inactive) District

EXHIBIT B - ANNUAL BUDGET

LANDSCAPE & IRRIGATION SYSTEM COSTS

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
- Contractural Maintenance Costs	0	0	0
- Sweeping	0	0	0
- Irrigation Costs/Water/PG&E	0	0	0
- Irrigation Sprinkler Repairs	0	0	0
- Planting Replacement	0	0	0
- Bid Advertisement	0	0	0
Subtotal	$0	$0	$0

OTHER COSTS

- Contingencies	0	0	0
- Computer tape for Alameda County	0	0	0
Subtotal	$0	$0	$0
Subtotal	$0	$0	$0

INCIDENTAL EXPENSES

- Contract Administration (10%)	0
- Inspection (4%)	0
- Design, Engineering for bids (10%)	0
- Use of existing plans (4%)	0
- Assessment Engineering	0
Subtotal	$0
TOTAL ANNUAL COST	$0

COLLECTION CHARGES

- Alameda County Collection Charges		0
(Collection Percentage)	1.70%	
TOTAL AMOUNT TO BE ASSESSED		**$0**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)		**$0**

LANDSCAPING AND LIGHTING DISTRICT NO. 10
2019-2020 Fiscal Year
Consolidated (Inactive) District

EXHIBIT C - ASSESSMENT ROLL

Note: Total assessment for each parcel is $0.00

L&L Parcel	Assessor's Parcel No.	L&L Parcel	Assessor's Parcel No.	L&L Parcel	Assessor's Parcel No.
Zone 10a - Lexington Square					
1	92A-2594-1	31	92A-2594-31	61	92A-2594-61
2	92A-2594-2	32	92A-2594-32	62	92A-2594-62
3	92A-2594-3	33	92A-2594-33	63	92A-2594-63
4	92A-2594-4	34	92A-2594-34	64	92A-2594-64
5	92A-2594-5	35	92A-2594-35	65	92A-2594-65
6	92A-2594-6	36	92A-2594-36	66	92A-2594-66
7	92A-2594-7	37	92A-2594-37	67	92A-2594-67
8	92A-2594-8	38	92A-2594-38	68	92A-2594-68
9	92A-2594-9	39	92A-2594-39	69	92A-2594-69
10	92A-2594-10	40	92A-2594-40	70	92A-2594-70
11	92A-2594-11	41	92A-2594-41	71	92A-2594-71
12	92A-2594-12	42	92A-2594-42	72	92A-2594-72
13	92A-2594-13	43	92A-2594-43	73	92A-2594-73
14	92A-2594-14	44	92A-2594-44	74	92A-2594-74
15	92A-2594-15	45	92A-2594-45	75	92A-2594-75
16	92A-2594-16	46	92A-2594-46	76	92A-2594-76
17	92A-2594-17	47	92A-2594-47	77	92A-2594-77
18	92A-2594-18	48	92A-2594-48	78	92A-2594-78
19	92A-2594-19	49	92A-2594-49	79	92A-2594-79
20	92A-2594-20	50	92A-2594-50		
21	92A-2594-21	51	92A-2594-51		
22	92A-2594-22	52	92A-2594-52		
23	92A-2594-23	53	92A-2594-53		
24	92A-2594-24	54	92A-2594-54		
25	92A-2594-25	55	92A-2594-55		
26	92A-2594-26	56	92A-2594-56		
27	92A-2594-27	57	92A-2594-57		
28	92A-2594-28	58	92A-2594-58		
29	92A-2594-29	59	92A-2594-59		
30	92A-2594-30	60	92A-2594-60		
Zone 10b - Central Avenue at i-880					
1	92A-2010-8				
2	92A-2010-9				
3	92A-2010-10				
4	92A-2010-11				
5	92A-2010-12				
6	92A-2010-13				
Zone 10c - Morton Avenue					
1	537-751-2				

2	537-751-3
3	537-751-4

Zone 10d - Enterprise Drive at Enterprise Ct.

1	92-251-15
2	92-251-16
3	92-251-17
4	92-251-18
5	92-251-19
6	92-251-20
7	92-251-21

Zone 10e - Cedar Boulevard south of Mowry Avenue

1	901-188-15

Zone 10f - Rich Avenue at Magnolia Street

1	92-53-2

Zone 10g - Cedar Boulevard at Smith Avenue

1	92A-2375-4-3

Zone 10h - Cedar Boulevard south of Mowry Avenue

1	901-111-7
2	901-111-8
3	901-111-9

Zone 10i - Cherry Street at Smith Avenue

1	92A-2300-6-12

Zone 10j - Thornton Avenue at Willow Street

1	92-100-11-4

Zone 10k - Central Avenue opposite Sycamore Street

1	92A-2165-14

Zone 10l - Cedar Boulevard at Moores Avenue

1	92A-2585-12-1
2	92A-2585-31

Zone 10m - Mowry Avenue at Cedar Boulevard

1	92A-2549-67
2	92A-2549-68

Zone 10n - Cedar Boulevard at Balentine Drive

1	901-111-5

Zone 10o - Lido Faire Shopping Center

1	92A-601-8-2

Zone 10p - Sycamore Street at SPRR

1	92-68-5

Zone 10q - Magnolia Street at Rich Avenue

1	92-52-1-4

Zone 10r - Cargill Salt Company
1 537-751-7

Zone 10s - Cedar Boulevard north of Central Avenue
1 92A-2010-8

Zone 10t - Holy Redeemer Church
1 92A-750-8

Zone 10u - Magnolia Street south of Graham Avenue
1 92-61-13

Zone 10v - Evergreen Oil Company
1 92A-2300-10-3

Zone 10w - Cedar Boulevard south of Mowry Avenue
1 901-188-1
2 901-188-2
3 901-188-3
4 901-188-4
5 901-188-5
6 901-188-8

Zone 10x - Enterprise Court
1 92-251-10

Zone 10y - Magnolia Street at Graham Avenue
1 92-52-17-2

Zone 10z - Thornton Avenue at Locust Street
1 92-126-20

Zone 10aa - Enterprise Drive west of Willow Street
1 92-115-5

Zone 10ab - Inland Container Co.
1 92A-2000-1-6
2 92A-1115-1-7
3 92A-1110-1-1

Zone 10 ac - Thornton Avenue at Sycamore Street
1 92-32-11-02

Zone 10ad - Thornton Avenue west of Newark Boulevard
1 92A-1036-31-2

Zone 10ae - Cedar Boulevard south of Mowry Avenue
1 901-188-7

Zone 10 af - Mowry Avenue opposite Newpark Mall
1 92A-2587-4

Zone 10 ag - Hickory Street
1 537-555-25
2 537-555-26

Zone 10ah - Fircrest Street

1	537-460-13
2	537-460-14
3	537-460-15
4	537-460-16
5	537-460-17
6	537-460-18
7	537-460-19
8	537-460-20
9	537-460-21
10	537-460-22
11	537-460-23
12	537-460-24
13	537-460-25 (Por)
14	537-500-4
15	537-500-5
16	537-500-6
17	537-500-7

Zone 10ai - Foxwood

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
1	92A-2595-14	41	92A-2595-56	81	92A-2595-98
2	92A-2595-15	42	92A-2595-57	82	92A-2595-100
3	92A-2595-16	43	92A-2595-58	83	92A-2595-101
4	92A-2595-17	44	92A-2595-59	84	92A-2595-102
5	92A-2595-18	45	92A-2595-60	85	92A-2595-103
6	92A-2595-19	46	92A-2595-61	86	92A-2595-104
7	92A-2595-20	47	92A-2595-62	87	92A-2595-105
8	92A-2595-21	48	92A-2595-63	88	92A-2595-106
9	92A-2595-22	49	92A-2595-64	89	92A-2595-107
10	92A-2595-23	50	92A-2595-65	90	92A-2595-108
11	92A-2595-24	51	92A-2595-67	91	92A-2595-109
12	92A-2595-25	52	92A-2595-68	92	92A-2595-110
13	92A-2595-26	53	92A-2595-69	93	92A-2595-111
14	92A-2595-27	54	92A-2595-70	94	92A-2595-112
15	92A-2595-28	55	92A-2595-71	95	92A-2595-113
16	92A-2595-29	56	92A-2595-72	96	92A-2595-114
17	92A-2595-30	57	92A-2595-73	97	92A-2595-115
18	92A-2595-31	58	92A-2595-74	98	92A-2595-116
19	92A-2595-32	59	92A-2595-75	99	92A-2595-117
20	92A-2595-33	60	92A-2595-76	100	92A-2595-118
21	92A-2595-34	61	92A-2595-77	101	92A-2595-119
22	92A-2595-35	62	92A-2595-78	102	92A-2595-120
23	92A-2595-36	63	92A-2595-79	103	92A-2595-121
24	92A-2595-37	64	92A-2595-80	104	92A-2595-122
25	92A-2595-39	65	92A-2595-81	105	92A-2595-123
26	92A-2595-40	66	92A-2595-82	106	92A-2595-124
27	92A-2595-41	67	92A-2595-84	107	92A-2595-126
28	92A-2595-42	68	92A-2595-85	108	92A-2595-127
29	92A-2595-43	69	92A-2595-86	109	92A-2595-128
30	92A-2595-44	70	92A-2595-87	110	92A-2595-129
31	92A-2595-45	71	92A-2595-88	111	92A-2595-130
32	92A-2595-46	72	92A-2595-89	112	92A-2595-131
33	92A-2595-47	73	92A-2595-90	113	92A-2595-132
34	92A-2595-48	74	92A-2595-91	114	92A-2595-133
35	92A-2595-49	75	92A-2595-92	115	92A-2595-134
36	92A-2595-50	76	92A-2595-93	116	92A-2595-135
37	92A-2595-51	77	92A-2595-94	117	92A-2595-137
38	92A-2595-52	78	92A-2595-95	118	92A-2595-138
39	92A-2595-54	79	92A-2595-96	119	92A-2595-139
40	92A-2595-55	80	92A-2595-97	120	92A-2595-140

Zone 10ai - Foxwood (Cont)

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
121	92A-2595-141	151	92A-2595-173	181	92A-2595-205
122	92A-2595-142	152	92A-2595-174	182	92A-2595-206
123	92A-2595-143	153	92A-2595-176	183	92A-2595-207
124	92A-2595-144	154	92A-2595-177		
125	92A-2595-145	155	92A-2595-178		
126	92A-2595-146	156	92A-2595-179		
127	92A-2595-147	157	92A-2595-180		
128	92A-2595-148	158	92A-2595-181		
129	92A-2595-149	159	92A-2595-182		
130	92A-2595-151	160	92A-2595-183		
131	92A-2595-152	161	92A-2595-184		
132	92A-2595-153	162	92A-2595-185		
133	92A-2595-154	163	92A-2595-186		
134	92A-2595-155	164	92A-2595-187		
135	92A-2595-156	165	92A-2595-188		
136	92A-2595-157	166	92A-2595-189		
137	92A-2595-158	167	92A-2595-190		
138	92A-2595-160	168	92A-2595-191		
139	92A-2595-161	169	92A-2595-192		
140	92A-2595-162	170	92A-2595-193		
141	92A-2595-163	171	92A-2595-194		
142	92A-2595-164	172	92A-2595-196		
143	92A-2595-165	173	92A-2595-197		
144	92A-2595-166	174	92A-2595-198		
145	92A-2595-167	175	92A-2595-199		
146	92A-2595-168	176	92A-2595-200		
147	92A-2595-169	177	92A-2595-201		
148	92A-2595-170	178	92A-2595-202		
149	92A-2595-171	179	92A-2595-203		
150	92A-2595-172	180	92A-2595-204		

Zone 10aj - Sycamore Street at Graham Avenue

1	92-53-5

Zone 10ak - Cherry Street north of Thornton Avenue

1	92A-919-28-2

Zone 10al - Nantuckett Commons

1	901-193-215	36	901-193-250	71	901-193-285
2	901-193-216	37	901-193-251	72	901-193-286
3	901-193-217	38	901-193-252	73	901-193-287
4	901-193-218	39	901-193-253	74	901-193-288
5	901-193-219	40	901-193-254	75	901-193-289
6	901-193-220	41	901-193-255	76	901-193-290
7	901-193-221	42	901-193-256	77	901-193-291
8	901-193-222	43	901-193-257	78	901-193-292
9	901-193-223	44	901-193-258	79	901-193-293
10	901-193-224	45	901-193-259	80	901-193-294
11	901-193-225	46	901-193-260	81	901-193-295
12	901-193-226	47	901-193-261	82	901-193-296
13	901-193-227	48	901-193-262	83	901-193-297
14	901-193-228	49	901-193-263	84	901-193-298
15	901-193-229	50	901-193-264	85	901-193-299
16	901-193-230	51	901-193-265	86	901-193-300
17	901-193-231	52	901-193-266	87	901-193-301
18	901-193-232	53	901-193-267	88	901-193-302
19	901-193-233	54	901-193-268	89	901-193-303
20	901-193-234	55	901-193-269	90	901-193-304
21	901-193-235	56	901-193-270	91	901-193-305
22	901-193-236	57	901-193-271	92	901-193-306
23	901-193-237	58	901-193-272	93	901-193-307
24	901-193-238	59	901-193-273	94	901-193-308
25	901-193-239	60	901-193-274	95	901-193-309
26	901-193-240	61	901-193-275	96	901-193-310
27	901-193-241	62	901-193-276	97	901-193-311
28	901-193-242	63	901-193-277	98	901-193-312
29	901-193-243	64	901-193-278	99	901-193-313
30	901-193-244	65	901-193-279	100	901-193-314
31	901-193-245	66	901-193-280		
32	901-193-246	67	901-193-281		
33	901-193-247	68	901-193-282		
34	901-193-248	69	901-193-283		
35	901-193-249	70	901-193-284		

Zone 10al - Nantuckett Commons (cont)

101	901-193-315	151	901-193-365	201	901-193-415
102	901-193-316	152	901-193-366	202	901-193-416
103	901-193-317	153	901-193-367	203	901-193-417
104	901-193-318	154	901-193-368	204	901-193-418
105	901-193-319	155	901-193-369	205	901-193-419
106	901-193-320	156	901-193-370	206	901-193-420
107	901-193-321	157	901-193-371	207	901-193-421
108	901-193-322	158	901-193-372	208	901-193-422
109	901-193-323	159	901-193-373	209	901-193-423
110	901-193-324	160	901-193-374	210	901-193-424
111	901-193-325	161	901-193-375	211	901-193-425
112	901-193-326	162	901-193-376	212	901-193-426
113	901-193-327	163	901-193-377	213	901-193-427
114	901-193-328	164	901-193-378	214	901-193-428
115	901-193-329	165	901-193-379	215	901-193-429
116	901-193-330	166	901-193-380	216	901-193-430
117	901-193-331	167	901-193-381	217	901-193-431
118	901-193-332	168	901-193-382	218	901-193-432
119	901-193-333	169	901-193-383	219	901-193-433
120	901-193-334	170	901-193-384	220	901-193-434
121	901-193-335	171	901-193-385	221	901-193-435
122	901-193-336	172	901-193-386	222	901-193-436
123	901-193-337	173	901-193-387	223	901-193-437
124	901-193-338	174	901-193-388	224	901-193-438
125	901-193-339	175	901-193-389	225	901-193-439
126	901-193-340	176	901-193-390	226	901-193-440
127	901-193-341	177	901-193-391	227	901-193-441
128	901-193-342	178	901-193-392	228	901-193-442
129	901-193-343	179	901-193-393	229	901-193-443
130	901-193-344	180	901-193-394	230	901-193-444
131	901-193-345	181	901-193-395	231	901-193-445
132	901-193-346	182	901-193-396	232	901-193-446
133	901-193-347	183	901-193-397	233	901-193-447
134	901-193-348	184	901-193-398	234	901-193-448
135	901-193-349	185	901-193-399	235	901-193-449
136	901-193-350	186	901-193-400	236	901-193-450
137	901-193-351	187	901-193-401	237	901-193-451
138	901-193-352	188	901-193-402	238	901-193-452
139	901-193-353	189	901-193-403	239	901-193-453
140	901-193-354	190	901-193-404	240	901-193-454
141	901-193-355	191	901-193-405	241	901-193-455
142	901-193-356	192	901-193-406	242	901-193-456
143	901-193-357	193	901-193-407	243	901-193-457
144	901-193-358	194	901-193-408	244	901-193-458
145	901-193-359	195	901-193-409	245	901-193-459
146	901-193-360	196	901-193-410	246	901-193-460
147	901-193-361	197	901-193-411	247	901-193-461
148	901-193-362	198	901-193-412	248	901-193-462
149	901-193-363	199	901-193-413	249	901-193-463
150	901-193-364	200	901-193-414	250	901-193-464

Zone 10al - Nantuckett Commons (cont)

251	901-193-465	301	901-193-515	351	901-193-565
252	901-193-466	302	901-193-516	352	901-193-566

253	901-193-467	303	901-193-517	353	901-193-567
254	901-193-468	304	901-193-518	354	901-193-568
255	901-193-469	305	901-193-519	355	901-193-569
256	901-193-470	306	901-193-520	356	901-193-570
257	901-193-471	307	901-193-521	357	901-193-571
258	901-193-472	308	901-193-522	358	901-193-572
259	901-193-473	309	901-193-523	359	901-193-573
260	901-193-474	310	901-193-524	360	901-193-574
261	901-193-475	311	901-193-525	361	901-193-575
262	901-193-476	312	901-193-526	362	901-193-576
263	901-193-477	313	901-193-527	363	901-193-577
264	901-193-478	314	901-193-528	364	901-193-578
265	901-193-479	315	901-193-529	365	901-193-579
266	901-193-480	316	901-193-530	366	901-193-580
267	901-193-481	317	901-193-531	367	901-193-581
268	901-193-482	318	901-193-532	368	901-193-582
269	901-193-483	319	901-193-533	369	901-193-583
270	901-193-484	320	901-193-534	370	901-193-584
271	901-193-485	321	901-193-535	371	901-193-585
272	901-193-486	322	901-193-536	372	901-193-586
273	901-193-487	323	901-193-537	373	901-193-587
274	901-193-488	324	901-193-538	374	901-193-588
275	901-193-489	325	901-193-539	375	901-193-589
276	901-193-490	326	901-193-540	376	901-193-590
277	901-193-491	327	901-193-541	377	901-193-591
278	901-193-492	328	901-193-542	378	901-193-592
279	901-193-493	329	901-193-543	379	901-193-593
280	901-193-494	330	901-193-544	380	901-193-594
281	901-193-495	331	901-193-545	381	901-193-595
282	901-193-496	332	901-193-546	382	901-193-596
283	901-193-497	333	901-193-547	383	901-193-597
284	901-193-498	334	901-193-548	384	901-193-598
285	901-193-499	335	901-193-549	385	901-193-599
286	901-193-500	336	901-193-550	386	901-193-600
287	901-193-501	337	901-193-551	387	901-193-601
288	901-193-502	338	901-193-552	388	901-193-602
289	901-193-503	339	901-193-553	389	901-193-603
290	901-193-504	340	901-193-554	390	901-193-604
291	901-193-505	341	901-193-555	391	901-193-605
292	901-193-506	342	901-193-556	392	901-193-606
293	901-193-507	343	901-193-557	393	901-193-607
294	901-193-508	344	901-193-558	394	901-193-608
295	901-193-509	345	901-193-559	395	901-193-609
296	901-193-510	346	901-193-560	396	901-193-610
297	901-193-511	347	901-193-561	397	901-193-611
298	901-193-512	348	901-193-562	398	901-193-612
299	901-193-513	349	901-193-563	399	901-193-613
300	901-193-514	350	901-193-564	400	901-193-614

Zone 10al - Nantuckett Commons (cont)

401	901-193-615	451	901-193-665	501	901-193-715
402	901-193-616	452	901-193-666	502	901-193-716
403	901-193-617	453	901-193-667	503	901-193-717
404	901-193-618	454	901-193-668	504	901-193-718
405	901-193-619	455	901-193-669	505	901-193-719

406	901-193-620	456	901-193-670	506	901-193-720
407	901-193-621	457	901-193-671	507	901-193-721
408	901-193-622	458	901-193-672	508	901-193-722
409	901-193-623	459	901-193-673	509	901-193-723
410	901-193-624	460	901-193-674	510	901-193-724
411	901-193-625	461	901-193-675	511	901-193-725
412	901-193-626	462	901-193-676	512	901-193-726
413	901-193-627	463	901-193-677	513	901-193-727
414	901-193-628	464	901-193-678	514	901-193-728
415	901-193-629	465	901-193-679	515	901-193-729
416	901-193-630	466	901-193-680	516	901-193-730
417	901-193-631	467	901-193-681	517	901-193-731
418	901-193-632	468	901-193-682	518	901-193-732
419	901-193-633	469	901-193-683	519	901-193-733
420	901-193-634	470	901-193-684	520	901-193-734
421	901-193-635	471	901-193-685	521	901-193-735
422	901-193-636	472	901-193-686	522	901-193-736
423	901-193-637	473	901-193-687	523	901-193-737
424	901-193-638	474	901-193-688	524	901-193-738
425	901-193-639	475	901-193-689	525	901-193-739
426	901-193-640	476	901-193-690	526	901-193-740
427	901-193-641	477	901-193-691	527	901-193-741
428	901-193-642	478	901-193-692	528	901-193-742
429	901-193-643	479	901-193-693	529	901-193-743
430	901-193-644	480	901-193-694	530	901-193-744
431	901-193-645	481	901-193-695	531	901-193-745
432	901-193-646	482	901-193-696	532	901-193-746
433	901-193-647	483	901-193-697	533	901-193-747
434	901-193-648	484	901-193-698	534	901-193-748
435	901-193-649	485	901-193-699	535	901-193-749
436	901-193-650	486	901-193-700	536	901-193-750
437	901-193-651	487	901-193-701	537	901-193-751
438	901-193-652	488	901-193-702	538	901-193-752
439	901-193-653	489	901-193-703	539	901-193-753
440	901-193-654	490	901-193-704	540	901-193-754
441	901-193-655	491	901-193-705	541	901-193-755
442	901-193-656	492	901-193-706	542	901-193-756
443	901-193-657	493	901-193-707	543	901-193-757
444	901-193-658	494	901-193-708	544	901-193-758
445	901-193-659	495	901-193-709	545	901-193-759
446	901-193-660	496	901-193-710	546	901-193-760
447	901-193-661	497	901-193-711	547	901-193-761
448	901-193-662	498	901-193-712	548	901-193-762
449	901-193-663	499	901-193-713	549	901-193-763
450	901-193-664	500	901-193-714	550	901-193-764

Zone 10al - Nantuckett Commons (cont)

551	901-193-765
552	901-193-766
553	901-193-767
554	901-193-768
555	901-193-769
556	901-193-770
557	901-193-771
558	901-193-772

559	901-193-773
560	901-193-774
561	901-193-775
562	901-193-776

No Assessment (Common Areas)

563	901-191-5
564	901-191-6
565	901-191-7
566	901-192-5
567	901-192-6

Zone 10am - Oatey Company

1	92A-2300-12-2

Zone 10an - Newark Square Shopping Center

1	92A-1006-7
2	92A-1006-12
3	92A-1006-13

Zone 10ao - Mowry School Road

1	901-111-2

Zone 10ap - Morton Salt Company

1	537-751-6

Zone 10aq - Lido Faire Shopping Center

1	92A-601-8-2

Zone 10ar - Matheson Gas

1	92-73-11

Zone 10as - Smith Avenue West of Cherry Street

1	92A-2300-1-26

Zone 10at - Overlake Place

1	537-460-13
2	537-460-14

Zone 10au - Long John Silvers

1	92A-601-5

Zone 10at - Cedar Boulevard s/o SPRR

1	92A-2010-4
2	92A-2010-5
3	92A-2010-6
4	92A-2010-7

Zone 10aw - Fircrest Street

1	537-460-12-3

Zone 10ax - Enterprise Drive at Willow Street

1	92-116-58

Zone 10ay - Mowry Avenue at Cherry Street

1	92A-2500-6
2	92A-2500-7
3	92A-2500-8
4	92A-2500-9

Zone 10az - Singer Buick/Cadillac

1	901-195-31

Zone 10ba - Cherry Street north of Throrntton Avenue

1	92-29-10-2
2	92-29-11-2

Zone 10bb - Chevron/Newark Boulevard at Jarvis Avenue

1	92A-601-1-57

Zone 10bc - Cherry Street south of Robertson Avenue

1	92A-2300-20

Zone 10bd - Filbert Street at Central Avenue

1	92-155-18

Zone 10be - Saturn of Newark

1	901-195-33

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 10

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental costs, will be spread on the basis of frontage to each property in the district fronting the work to be done.

E.16 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 11 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously approved the Engineer's Report and set July 25, 2019, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 11. This district provides for the maintenance of landscaped medians on Edgewater Drive and Parkshore Drive within the Lake Area.

An annual public hearing is necessary to levy assessments to provide funds for this district. The total assessment for this district as provided in the approved Engineer's Report is approximately $24,600 for the 2019-2020 fiscal year. There are a total of 1,127 properties within this district. The assessment per property is approximately $22, which is the same amount charged per property last year.

Attachments - Resolution; Approved Engineer's Report

Action - Upon conclusion of the public hearing, staff recommends that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 11 for the 2019-2020 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2019-2020

ASSESSMENT DISTRICT NO. 11
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") previously completed its in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape and Lighting Maintenance District No. 11 (the "District"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Newark as follows:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 10,933, directed the City Engineer, Engineer of Work for Assessment District No. 11, to prepare and file an annual report for Fiscal Year 2019-2020.

2. The Engineer of Work filed the annual report on June 27, 2019, and the City Council adopted its resolution of intention (Resolution No. 10,951) to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2019-2020 and set a public hearing to be held on July 25, 2019, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagram and assessment as set forth in the previously approved annual report of the Engineer of Work pursuant to Resolution No. 10,950, hereby levies the assessment set forth therein for Fiscal Year 2019-2020, and orders City staff to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2019/20 secured property tax roll.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 11

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: June 27, 2019

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the _27th__ day of_June_, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2019.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 11
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 11, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of landscaped medians on Edgewater Drive, Lake Boulevard and Parkshore Drive. Cost shall include all maintenance and operational costs including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 11
2019-20 FISCAL YEAR
LAKE AREA - Edgewater & Parkshore Drive Medians

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$87,789
- Other Revenue - LARA	$0
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$1,525
Extra Work (Contractor)	$1,500
Extra Work (City Forces)	$0
Budget Adjustment	$0
Water	$0
Administration Costs	$0
Ala. Cty. Collection Costs	($745)
- Less Reserve Fund	($25,000)
Total Carryover/deficit:	$65,069

	2018-19 Budgeted	2018-19 Estimated	2019-20 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	12,000	8,345	14,000
Parkshore and Edgewater Median Landscaping			
- Jarvis Avenue Landscaping	0	0	2,000
- Extra Work -	10,000	4,500	8,100
- Irrigation Costs/Water/PG&E	400	300	500
- Irrigation Sprinkler Repairs (Battery Replacement)	1,000	0	1,000
- Planting Replacement	47,000	585	55,000
- Bid Advertisement	0		
Subtotal	$70,400	$13,730	$80,600
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	$150	$150	$150
Subtotal	$70,550	$13,880	$80,750
Carryover/deficit			$65,069
Subtotal			$15,681

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		6,460
- PS&E for bids (8%)		0
- Assessment Engineering		2,000
	Subtotal	$8,460
	TOTAL ANNUAL COST	$24,141

COLLECTION CHARGES

- Alameda County Collection Charges		410
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$24,551**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$24,600**

LANDSCAPING AND LIGHTING DISTRICT NO. 11
2019-20 FISCAL YEAR
LAKE AREA - Edgewater & Parkshore Drive Medians

EXHIBIT C - ASSESSMENT ROLL

Assessment Amount per Parcel w/o Collection Charge -	$21.44
Collection Charge per Parcel -	$0.36
Total Assessment Amount per Parcel -	$21.80
Total Number of Parcels -	1,127
Total w/o Collection Charge	$24,157.92
Total Collection Charge -	$410.68
Total Assessment Amount -	$24,568.60
Maximum Amount per Parcel per Proposition 218 Limits -	$25.00

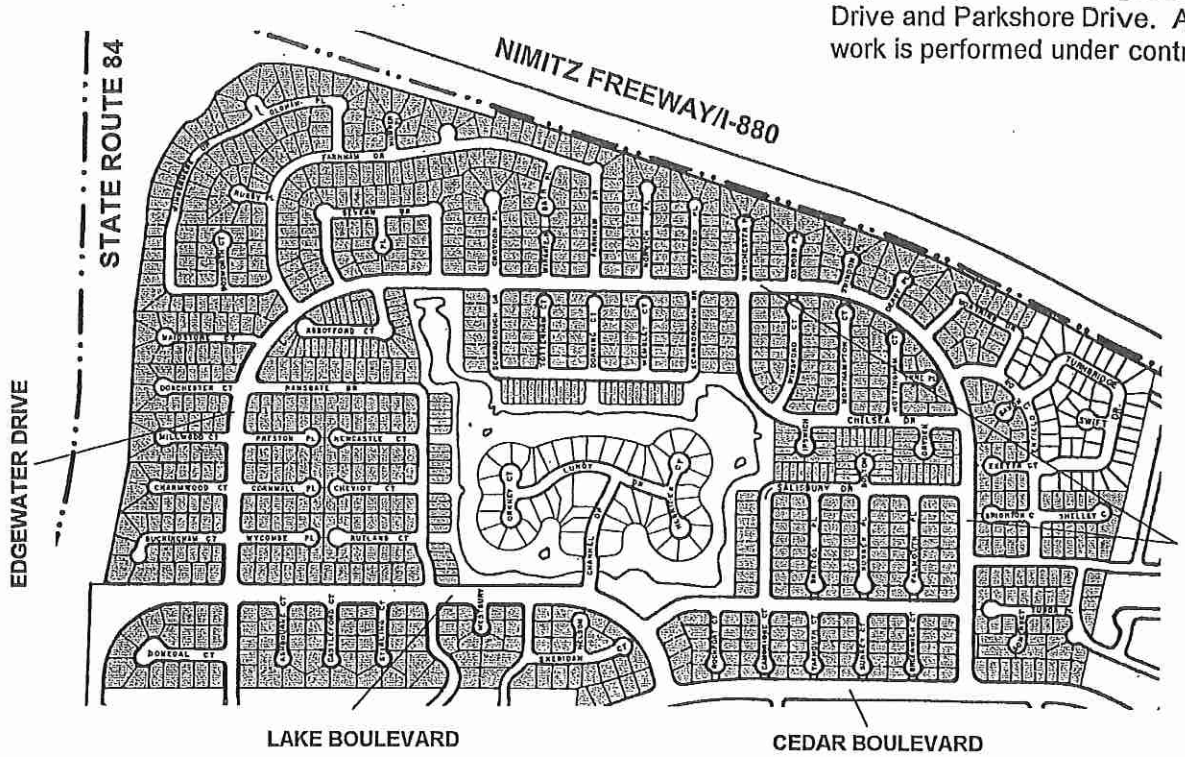
PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 11

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, will be spread equally to each property in the district.

Description of Work
The maintenance of landscaped medians and the landscape irrigation systems on Edgewater Drive and Parkshore Drive. All work is performed under contract.



Refer to the Alameda County Assessor's Books for the actual dimensions of each lot

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 11
EDGEWATER DRIVE/LAKE AREA

CITY OF NEWARK
DEVELOPMENT SERVICES

Scale: 1"=250'

(d:\pmV/N/11a.pm5)

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
1	92A-724-7	38	92A-724-44	75	92A-724-82	112	92A-725-29
2	92A-724-8	39	92A-724-45	76	92A-724-83	113	92A-725-30
3	92A-724-9	40	92A-724-46	77	92A-724-84	114	92A-725-31
4	92A-724-10	41	92A-724-47	78	92A-724-85	115	92A-725-32
5	92A-724-11	42	92A-724-48	79	92A-724-86	116	92A-725-34
6	92A-724-12	43	92A-724-49	80	92A-724-87	117	92A-725-35
7	92A-724-13	44	92A-724-50	81	92A-724-88	118	92A-725-36
8	92A-724-14	45	92A-724-51	82	92A-724-89	119	92A-725-38
9	92A-724-15	46	92A-724-52	83	92A-724-90	120	92A-725-39
10	92A-724-16	47	92A-724-53	84	92A-724-91	121	92A-725-40
11	92A-724-17	48	92A-724-54	85	92A-724-92	122	92A-725-41
12	92A-724-18	49	92A-724-55	86	92A-724-93	123	92A-725-42
13	92A-724-19	50	92A-724-56	87	92A-724-94	124	92A-725-43
14	92A-724-20	51	92A-724-57	88	92A-725-5	125	92A-725-44
15	92A-724-21	52	92A-724-58	89	92A-725-6	126	92A-725-45
16	92A-724-22	53	92A-724-59	90	92A-725-7	127	92A-725-46
17	92A-724-23	54	92A-724-60	91	92A-725-8	128	92A-725-47
18	92A-724-24	55	92A-724-61	92	92A-725-9	129	92A-725-48
19	92A-724-25	56	92A-724-62	93	92A-725-10	130	92A-725-49
20	92A-724-26	57	92A-724-63	94	92A-725-11	131	92A-725-50
21	92A-724-27	58	92A-724-64	95	92A-725-12	132	92A-725-51
22	92A-724-28	59	92A-724-66	96	92A-725-13	133	92A-725-52
23	92A-724-29	60	92A-724-67	97	92A-725-14	134	92A-725-58
24	92A-724-30	61	92A-724-68	98	92A-725-15	135	92A-725-60
25	92A-724-31	62	92A-724-69	99	92A-725-16	136	92A-725-62
26	92A-724-32	63	92A-724-70	100	92A-725-17	137	92A-725-64
27	92A-724-33	64	92A-724-71	101	92A-725-18	138	92A-725-66
28	92A-724-34	65	92A-724-72	102	92A-725-19	139	92A-726-3
29	92A-724-35	66	92A-724-73	103	92A-725-20	140	92A-726-4
30	92A-724-36	67	92A-724-74	104	92A-725-21	141	92A-726-5
31	92A-724-37	68	92A-724-75	105	92A-725-22	142	92A-726-6
32	92A-724-38	69	92A-724-76	106	92A-725-23	143	92A-726-7
33	92A-724-39	70	92A-724-77	107	92A-725-24	144	92A-726-8
34	92A-724-40	71	92A-724-78	108	92A-725-25	145	92A-726-9
35	92A-724-41	72	92A-724-79	109	92A-725-26	146	92A-726-10
36	92A-724-42	73	92A-724-80	110	92A-725-27	147	92A-726-11
37	92A-724-43	74	92A-724-81	111	92A-725-28	148	92A-726-12

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
149	92A- 726-13	197	92A- 726-61	245	92A- 727-19	293	92A- 727-69
150	92A- 726-14	198	92A- 726-62	246	92A- 727-20	294	92A- 727-70
151	92A- 726-15	199	92A- 726-63	247	92A- 727-21	295	92A- 727-71
152	92A- 726-16	200	92A- 726-64	248	92A- 727-22	296	92A- 727-72
153	92A- 726-17	201	92A- 726-65	249	92A- 727-23	297	92A- 727-73
154	92A- 726-18	202	92A- 726-66	250	92A- 727-24	298	92A- 727-74
155	92A- 726-19	203	92A- 726-67	251	92A- 727-25	299	92A- 727-75
156	92A- 726-20	204	92A- 726-68	252	92A- 727-26	300	92A- 727-76
157	92A- 726-21	205	92A- 726-69	253	92A- 727-27	301	92A- 727-77
158	92A- 726-22	206	92A- 726-70	254	92A- 727-29	302	92A- 727-78
159	92A- 726-23	207	92A- 726-71	255	92A- 727-30	303	92A- 727-79
160	92A- 726-24	208	92A- 726-72	256	92A- 727-31	304	92A- 727-80
161	92A- 726-25	209	92A- 726-73	257	92A- 727-32	305	92A- 727-81
162	92A- 726-26	210	92A- 726-74	258	92A- 727-33	306	92A- 727-83
163	92A- 726-27	211	92A- 726-75	259	92A- 727-34	307	92A- 727-84
164	92A- 726-28	212	92A- 726-76	260	92A- 727-35	308	92A- 727-85
165	92A- 726-29	213	92A- 726-77	261	92A- 727-36	309	92A- 727-86
166	92A- 726-30	214	92A- 726-78	262	92A- 727-37	310	92A- 727-87
167	92A- 726-31	215	92A- 726-79	263	92A- 727-38	311	92A- 727-88
168	92A- 726-32	216	92A- 726-80	264	92A- 727-39	312	92A- 727-89
169	92A- 726-33	217	92A- 726-81	265	92A- 727-40	313	92A- 727-90
170	92A- 726-34	218	92A- 726-82	266	92A- 727-41	314	92A- 727-91
171	92A- 726-35	219	92A- 726-83	267	92A- 727-42	315	92A- 727-92
172	92A- 726-36	220	92A- 726-84	268	92A- 727-43	316	92A- 727-93
173	92A- 726-37	221	92A- 726-85	269	92A- 727-44	317	92A- 727-94
174	92A- 726-38	222	92A- 726-86	270	92A- 727-45	318	92A- 727-95
175	92A- 726-39	223	92A- 726-87	271	92A- 727-46	319	92A- 727-96
176	92A- 726-40	224	92A- 726-88	272	92A- 727-47	320	92A- 727-97
177	92A- 726-41	225	92A- 726-89	273	92A- 727-48	321	92A- 727-98
178	92A- 726-42	226	92A- 726-90	274	92A- 727-49	322	92A- 727-99
179	92A- 726-43	227	92A- 726-91	275	92A- 727-50	323	92A- 727-100
180	92A- 726-44	228	92A- 726-92	276	92A- 727-51	324	92A- 727-101
181	92A- 726-45	229	92A- 727-3	277	92A- 727-52	325	92A- 727-102
182	92A- 726-46	230	92A- 727-4	278	92A- 727-53	326	92A- 727-103
183	92A- 726-47	231	92A- 727-5	279	92A- 727-54	327	92A- 727-104
184	92A- 726-48	232	92A- 727-6	280	92A- 727-56	328	92A- 727-105
185	92A- 726-49	233	92A- 727-7	281	92A- 727-57	329	92A- 727-106
186	92A- 726-50	234	92A- 727-8	282	92A- 727-58	330	92A- 727-107
187	92A- 726-51	235	92A- 727-9	283	92A- 727-59	331	92A- 727-108
188	92A- 726-52	236	92A- 727-10	284	92A- 727-60	332	92A- 727-110
189	92A- 726-53	237	92A- 727-11	285	92A- 727-61	333	92A- 727-111
190	92A- 726-54	238	92A- 727-12	286	92A- 727-62	334	92A- 727-112
191	92A- 726-55	239	92A- 727-13	287	92A- 727-63	335	92A- 727-113
192	92A- 726-56	240	92A- 727-14	288	92A- 727-64	336	92A- 727-114
193	92A- 726-57	241	92A- 727-15	289	92A- 727-65	337	92A- 727-115
194	92A- 726-58	242	92A- 727-16	290	92A- 727-66	338	92A- 727-116
195	92A- 726-59	243	92A- 727-17	291	92A- 727-67	339	92A- 727-117
196	92A- 726-60	244	92A- 727-18	292	92A- 727-68	340	92A- 727-118

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L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
341	92A- 727-119	389	92A- 728-6	437	92A- 728-54	485	92A- 728-103
342	92A- 727-120	390	92A- 728-7	438	92A- 728-55	486	92A- 728-104
343	92A- 727-121	391	92A- 728-8	439	92A- 728-56	487	92A- 728-105
344	92A- 727-122	392	92A- 728-9	440	92A- 728-57	488	92A- 728-106
345	92A- 727-123	393	92A- 728-10	441	92A- 728-58	489	92A- 728-107
346	92A- 727-124	394	92A- 728-11	442	92A- 728-59	490	92A- 728-108
347	92A- 727-125	395	92A- 728-12	443	92A- 728-60	491	92A- 728-109
348	92A- 727-126	396	92A- 728-13	444	92A- 728-61	492	92A- 728-110-1
349	92A- 727-127	397	92A- 728-14	445	92A- 728-62	493	92A- 728-111-1
350	92A- 727-128	398	92A- 728-15	446	92A- 728-63	494	92A- 728-112
351	92A- 727-129	399	92A- 728-16	447	92A- 728-64	495	92A- 728-113
352	92A- 727-130	400	92A- 728-17	448	92A- 728-65	496	92A- 728-114
353	92A- 727-131	401	92A- 728-18	449	92A- 728-66	497	92A- 728-115
354	92A- 727-132	402	92A- 728-19	450	92A- 728-67	498	92A- 728-116
355	92A- 727-133	403	92A- 728-20	451	92A- 728-68	499	92A- 728-117
356	92A- 727-134	404	92A- 728-21	452	92A- 728-69	500	92A- 728-118
357	92A- 727-135	405	92A- 728-22	453	92A- 728-70	501	92A- 728-119
358	92A- 727-136	406	92A- 728-23	454	92A- 728-71	502	92A- 728-120
359	92A- 727-137	407	92A- 728-24	455	92A- 728-72	503	92A- 728-121
360	92A- 727-138	408	92A- 728-25	456	92A- 728-74	504	92A- 728-122
361	92A- 727-139	409	92A- 728-26	457	92A- 728-75	505	92A- 728-123
362	92A- 727-140	410	92A- 728-27	458	92A- 728-76	506	92A- 728-124
363	92A- 727-141	411	92A- 728-28	459	92A- 728-77	507	92A- 728-125
364	92A- 727-142	412	92A- 728-29	460	92A- 728-78	508	92A- 728-126
365	92A- 727-143	413	92A- 728-30	461	92A- 728-79	509	92A- 728-127
366	92A- 727-144	414	92A- 728-31	462	92A- 728-80	510	92A- 728-128
367	92A- 727-145	415	92A- 728-32	463	92A- 728-81	511	92A- 728-129
368	92A- 727-146	416	92A- 728-33	464	92A- 728-82	512	92A- 729-1
369	92A- 727-147	417	92A- 728-34	465	92A- 728-83	513	92A- 729-2
370	92A- 727-148	418	92A- 728-35	466	92A- 728-84	514	92A- 729-3
371	92A- 727-149	419	92A- 728-36	467	92A- 728-85	515	92A- 729-4
372	92A- 727-150	420	92A- 728-37	468	92A- 728-86	516	92A- 729-5
373	92A- 727-151	421	92A- 728-38	469	92A- 728-87	517	92A- 729-6
374	92A- 727-152	422	92A- 728-39	470	92A- 728-88	518	92A- 729-7
375	92A- 727-153	423	92A- 728-40	471	92A- 728-89	519	92A- 729-8
376	92A- 727-154	424	92A- 728-41	472	92A- 728-90	520	92A- 729-9
377	92A- 727-155	425	92A- 728-42	473	92A- 728-91	521	92A- 729-10
378	92A- 727-156	426	92A- 728-43	474	92A- 728-92	522	92A- 729-11
379	92A- 727-157	427	92A- 728-44	475	92A- 728-93	523	92A- 729-12
380	92A- 727-158	428	92A- 728-45	476	92A- 728-94	524	92A- 729-13
381	92A- 727-159	429	92A- 728-46	477	92A- 728-95	525	92A- 729-14
382	92A- 727-160	430	92A- 728-47	478	92A- 728-96	526	92A- 729-15
383	92A- 727-161	431	92A- 728-48	479	92A- 728-97	527	92A- 729-16
384	92A- 728-1	432	92A- 728-49	480	92A- 728-98	528	92A- 729-17
385	92A- 728-2	433	92A- 728-50	481	92A- 728-99	529	92A- 729-18
386	92A- 728-3	434	92A- 728-51	482	92A- 728-100	530	92A- 729-19
387	92A- 728-4	435	92A- 728-52	483	92A- 728-101	531	92A- 729-20
388	92A- 728-5	436	92A- 728-53	484	92A- 728-102	532	92A- 729-21

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L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
533	92A- 729-22	581	92A- 729-70	629	92A- 715-11	677	92A- 715-60
534	92A- 729-23	582	92A- 729-71	630	92A- 715-12	678	92A- 715-61
535	92A- 729-24	583	92A- 729-72	631	92A- 715-13	679	92A- 715-62
536	92A- 729-25	584	92A- 729-73	632	92A- 715-14	680	92A- 715-63
537	92A- 729-26	585	92A- 729-74	633	92A- 715-15	681	92A- 715-65
538	92A- 729-27	586	92A- 729-75-1	634	92A- 715-16	682	92A- 715-66
539	92A- 729-28	587	92A- 729-76-1	635	92A- 715-17-1	683	92A- 715-67
540	92A- 729-29	588	92A- 729-77	636	92A- 715-18-2	684	92A- 715-68
541	92A- 729-30	589	92A- 729-78	637	92A- 715-19	685	92A- 715-69
542	92A- 729-31	590	92A- 729-79	638	92A- 715-20	686	92A- 715-70
543	92A- 729-32	591	92A- 729-80	639	92A- 715-21	687	92A- 715-71
544	92A- 729-33	592	92A- 729-81	640	92A- 715-22	688	92A- 715-72
545	92A- 729-34	593	92A- 729-82	641	92A- 715-23	689	92A- 715-73
546	92A- 729-35	594	92A- 729-83	642	92A- 715-24	690	92A- 715-74
547	92A- 729-36	595	92A- 729-84	643	92A- 715-25	691	92A- 715-75
548	92A- 729-37	596	92A- 729-85	644	92A- 715-26	692	92A- 715-76
549	92A- 729-38	597	92A- 729-86	645	92A- 715-27	693	92A- 715-77
550	92A- 729-39	598	92A- 729-87	646	92A- 715-28	694	92A- 715-78
551	92A- 729-40	599	92A- 729-88	647	92A- 715-29	695	92A- 715-79
552	92A- 729-41	600	92A- 729-89	648	92A- 715-30	696	92A- 715-80
553	92A- 729-42	601	92A- 729-90	649	92A- 715-31	697	92A- 715-81
554	92A- 729-43	602	92A- 729-91	650	92A- 715-32	698	92A- 715-82
555	92A- 729-44	603	92A- 729-92	651	92A- 715-33	699	92A- 715-83
556	92A- 729-45	604	92A- 729-93	652	92A- 715-34	700	92A- 715-84
557	92A- 729-46	605	92A- 729-94	653	92A- 715-35	701	92A- 715-85
558	92A- 729-47	606	92A- 729-95	654	92A- 715-36	702	92A- 715-86
559	92A- 729-48	607	92A- 729-96	655	92A- 715-37	703	92A- 715-87
560	92A- 729-49	608	92A- 729-97	656	92A- 715-38	704	92A- 715-88
561	92A- 729-50	609	92A- 729-98	657	92A- 715-40	705	92A- 715-89
562	92A- 729-51	610	92A- 729-99	658	92A- 715-41	706	92A- 715-90
563	92A- 729-52	611	92A- 729-100	659	92A- 715-42	707	92A- 715-91
564	92A- 729-53	612	92A- 729-101	660	92A- 715-43	708	92A- 715-92
565	92A- 729-54	613	92A- 729-102	661	92A- 715-44	709	92A- 715-93
566	92A- 729-55	614	92A- 729-103	662	92A- 715-45	710	92A- 715-94
567	92A- 729-56	615	92A- 729-104	663	92A- 715-46	711	92A- 715-95
568	92A- 729-57	616	92A- 729-105	664	92A- 715-47	712	92A- 715-96
569	92A- 729-58	617	92A- 729-106	665	92A- 715-48	713	92A- 715-97
570	92A- 729-59	618	92A- 729-107	666	92A- 715-49	714	92A- 715-98
571	92A- 729-60	619	92A- 715-1	667	92A- 715-50	715	92A- 715-99
572	92A- 729-61	620	92A- 715-2	668	92A- 715-51	716	92A- 715-100
573	92A- 729-62	621	92A- 715-3	669	92A- 715-52	717	92A- 715-101
574	92A- 729-63	622	92A- 715-4	670	92A- 715-53	718	92A- 715-102
575	92A- 729-64	623	92A- 715-5	671	92A- 715-54	719	92A- 715-103
576	92A- 729-65	624	92A- 715-6	672	92A- 715-55	720	92A- 715-104
577	92A- 729-66	625	92A- 715-7	673	92A- 715-56	721	92A- 715-105
578	92A- 729-67	626	92A- 715-8	674	92A- 715-57	722	92A- 715-106
579	92A- 729-68	627	92A- 715-9	675	92A- 715-58	723	92A- 715-107
580	92A- 729-69	628	92A- 715-10	676	92A- 715-59	724	92A- 715-108

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
725	92A- 716-1	773	92A- 716-51	821	92A- 716-100	869	92A- 713-13
726	92A- 716-2	774	92A- 716-52	822	92A- 716-101	870	92A- 713-14
727	92A- 716-3	775	92A- 716-53	823	92A- 716-102	871	92A- 713-15
728	92A- 716-4	776	92A- 716-54	824	92A- 716-103	872	92A- 713-16
729	92A- 716-5	777	92A- 716-55	825	92A- 716-104	873	92A- 713-17
730	92A- 716-6	778	92A- 716-56	826	92A- 716-105	874	92A- 713-18
731	92A- 716-7	779	92A- 716-57	827	92A- 716-106	875	92A- 713-19
732	92A- 716-8	780	92A- 716-58	828	92A- 716-107	876	92A- 713-20
733	92A- 716-9	781	92A- 716-59	829	92A- 716-108	877	92A- 713-21
734	92A- 716-10	782	92A- 716-60	830	92A- 716-109	878	92A- 713-22
735	92A- 716-11	783	92A- 716-61	831	92A- 716-110	879	92A- 713-23
736	92A- 716-12	784	92A- 716-62	832	92A- 716-111	880	92A- 713-24
737	92A- 716-13	785	92A- 716-63-2	833	92A- 716-112	881	92A- 713-25
738	92A- 716-14	786	92A- 716-64-1	834	92A- 716-113	882	92A- 713-26
739	92A- 716-15	787	92A- 716-65	835	92A- 716-114	883	92A- 713-27
740	92A- 716-16	788	92A- 716-66	836	92A- 716-115	884	92A- 713-28
741	92A- 716-17	789	92A- 716-67	837	92A- 716-116	885	92A- 713-29
742	92A- 716-18	790	92A- 716-68	838	92A- 716-117	886	92A- 713-30
743	92A- 716-19	791	92A- 716-69	839	92A- 716-118	887	92A- 713-31
744	92A- 716-20	792	92A- 716-71	840	92A- 716-119	888	92A- 713-32
745	92A- 716-21	793	92A- 716-72	841	92A- 716-120	889	92A- 713-33
746	92A- 716-22	794	92A- 716-73	842	92A- 716-121	890	92A- 713-34
747	92A- 716-24	795	92A- 716-74	843	92A- 716-122	891	92A- 713-35
748	92A- 716-25	796	92A- 716-75	844	92A- 716-123	892	92A- 713-36
749	92A- 716-26	797	92A- 716-76	845	92A- 716-124	893	92A- 713-37
750	92A- 716-28	798	92A- 716-77	846	92A- 716-125	894	92A- 713-38
751	92A- 716-29	799	92A- 716-78	847	92A- 716-126	895	92A- 713-39
752	92A- 716-30	800	92A- 716-79	848	92A- 716-127	896	92A- 713-40
753	92A- 716-31	801	92A- 716-80	849	92A- 716-128	897	92A- 713-41
754	92A- 716-32	802	92A- 716-81	850	92A- 716-129	898	92A- 713-42
755	92A- 716-33	803	92A- 716-82	851	92A- 716-130	899	92A- 713-43
756	92A- 716-34	804	92A- 716-83	852	92A- 716-131	900	92A- 713-44
757	92A- 716-35	805	92A- 716-84	853	92A- 716-132	901	92A- 713-45
758	92A- 716-36	806	92A- 716-85	854	92A- 716-133	902	92A- 713-46
759	92A- 716-37	807	92A- 716-86	855	92A- 716-134	903	92A- 713-47
760	92A- 716-38	808	92A- 716-87	856	92A- 716-135	904	92A- 713-48
761	92A- 716-39	809	92A- 716-88	857	92A- 713-1	905	92A- 713-49
762	92A- 716-40	810	92A- 716-89	858	92A- 713-2	906	92A- 713-50
763	92A- 716-41	811	92A- 716-90	859	92A- 713-3	907	92A- 713-51
764	92A- 716-42	812	92A- 716-91	860	92A- 713-4	908	92A- 713-52
765	92A- 716-43	813	92A- 716-92	861	92A- 713-5	909	92A- 713-53
766	92A- 716-44	814	92A- 716-93	862	92A- 713-6	910	92A- 712-2
767	92A- 716-45	815	92A- 716-94	863	92A- 713-7	911	92A- 712-3
768	92A- 716-46	816	92A- 716-95	864	92A- 713-8	912	92A- 712-4
769	92A- 716-47	817	92A- 716-96	865	92A- 713-9	913	92A- 712-5
770	92A- 716-48	818	92A- 716-97	866	92A- 713-10	914	92A- 712-6
771	92A- 716-49	819	92A- 716-98	867	92A- 713-11	915	92A- 712-7
772	92A- 716-50	820	92A- 716-99	868	92A- 713-12	916	92A- 712-8

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
917	92A- 712-9	965	92A- 712-57	1013	92A- 718-11	1061	92A- 718-60
918	92A- 712-10	966	92A- 712-58	1014	92A- 718-12	1062	92A- 718-61
919	92A- 712-11	967	92A- 712-59	1015	92A- 718-13	1063	92A- 718-62
920	92A- 712-12	968	92A- 712-60	1016	92A- 718-14	1064	92A- 718-63
921	92A- 712-13	969	92A- 712-61	1017	92A- 718-15	1065	92A- 718-64
922	92A- 712-14	970	92A- 712-62	1018	92A- 718-16	1066	92A- 718-65
923	92A- 712-15	971	92A- 712-63	1019	92A- 718-17	1067	92A- 718-66
924	92A- 712-16	972	92A- 712-64	1020	92A- 718-18	1068	92A- 718-67
925	92A- 712-17	973	92A- 712-65	1021	92A- 718-19	1069	92A- 718-68
926	92A- 712-18	974	92A- 712-66	1022	92A- 718-20	1070	92A- 718-69
927	92A- 712-19	975	92A- 712-67	1023	92A- 718-21	1071	92A- 718-70
928	92A- 712-20	976	92A- 712-68	1024	92A- 718-22	1072	92A- 718-71
929	92A- 712-21	977	92A- 712-69	1025	92A- 718-23	1073	92A- 718-72
930	92A- 712-22	978	92A- 712-70	1026	92A- 718-24	1074	92A- 718-73
931	92A- 712-23	979	92A- 712-71	1027	92A- 718-25	1075	92A- 718-74
932	92A- 712-24	980	92A- 712-72	1028	92A- 718-26	1076	92A- 718-75
933	92A- 712-25	981	92A- 712-73	1029	92A- 718-27	1077	92A- 718-76
934	92A- 712-26	982	92A- 712-74	1030	92A- 718-28	1078	92A- 718-77
935	92A- 712-27	983	92A- 712-75	1031	92A- 718-29	1079	92A- 718-78
936	92A- 712-28	984	92A- 712-76	1032	92A- 718-30	1080	92A- 718-79
937	92A- 712-29	985	92A- 712-77	1033	92A- 718-31	1081	92A- 718-80
938	92A- 712-30	986	92A- 712-78	1034	92A- 718-32	1082	92A-2590-1
939	92A- 712-31	987	92A- 712-79	1035	92A- 718-33	1083	92A-2590-2
940	92A- 712-32	988	92A- 717-1	1036	92A- 718-34	1084	92A-2590-3
941	92A- 712-33	989	92A- 717-2	1037	92A- 718-35	1085	92A-2590-5
942	92A- 712-34	990	92A- 717-3	1038	92A- 718-36	1086	92A-2590-6
943	92A- 712-35	991	92A- 717-4	1039	92A- 718-37	1087	92A-2590-7
944	92A- 712-36	992	92A- 717-5	1040	92A- 718-38	1088	92A-2590-8
945	92A- 712-37	993	92A- 717-6	1041	92A- 718-39	1089	92A-2590-9
946	92A- 712-38	994	92A- 717-7	1042	92A- 718-40	1090	92A-2590-10
947	92A- 712-39	995	92A- 717-8	1043	92A- 718-41	1091	92A-2590-11
948	92A- 712-40	996	92A- 717-9	1044	92A- 718-42	1092	92A-2590-12
949	92A- 712-41	997	92A- 717-10	1045	92A- 718-43	1093	92A-2590-13
950	92A- 712-42	998	92A- 717-11	1046	92A- 718-44	1094	92A-2590-14
951	92A- 712-43	999	92A- 717-13	1047	92A- 718-45	1095	92A-2590-15
952	92A- 712-44	1000	92A- 717-14	1048	92A- 718-46	1096	92A-2590-16
953	92A- 712-45	1001	92A- 717-15	1049	92A- 718-47	1097	92A-2590-17
954	92A- 712-46	1002	92A- 717-16	1050	92A- 718-48	1098	92A-2590-18
955	92A- 712-47	1003	92A- 718-1	1051	92A- 718-49	1099	92A-2590-19
956	92A- 712-48	1004	92A- 718-2	1052	92A- 718-50	1100	92A-2590-20
957	92A- 712-49	1005	92A- 718-3	1053	92A- 718-51	1101	92A-2590-21
958	92A- 712-50	1006	92A- 718-4	1054	92A- 718-52	1102	92A-2590-22
959	92A- 712-51	1007	92A- 718-5	1055	92A- 718-53	1103	92A-2590-23
960	92A- 712-52	1008	92A- 718-6	1056	92A- 718-54	1104	92A-2590-24
961	92A- 712-53	1009	92A- 718-7	1057	92A- 718-55	1105	92A-2590-25
962	92A- 712-54	1010	92A- 718-8	1058	92A- 718-56	1106	92A-2590-26
963	92A- 712-55	1011	92A- 718-9	1059	92A- 718-57	1107	92A-2590-27
964	92A- 712-56	1012	92A- 718-10	1060	92A- 718-59	1108	92A-2590-28

L&L Parcel	APN No.
1109	92A-2590-29
1110	92A-2590-30
1111	92A-2590-31
1112	92A-2590-32
1113	92A-2590-33
1114	92A-2590-34
1115	92A-2590-35
1116	92A-2590-36
1117	92A-2590-37
1118	92A-2590-38
1119	92A-2590-39
1120	92A-2590-40
1121	92A-2590-41
1122	92A-2590-42
1123	92A-2590-43
1124	92A-2590-44
1125	92A-2590-45
1126	92A-2590-46
1127	92A-2590-47

F.1 Authorization for financing the New Civic Center Project, including approving: lease financing documents related to the offering and sale of certificates of participation; and an amended and restated debt management policy – from Finance Manager Lee. (RESOLUTIONS -2)

Background/Discussion – The City will begin construction of the new Civic Center (the "Project") in approximately 30 days. The Project will be funded by (1) existing funds on hand, (2) interfund loans, (3) future revenues, and (4) financing proceeds. The City intends to use the projected tax revenues generated by the one-half-percent (0.5%) Measure GG transaction and use tax as a source of funding for the Project and debt service. Both the tax and debt service would end March 2042. Current revenue projections indicate approximately $4,500,000 per year should be generated by Measure GG. The proposed financing includes the issuance of certificates of participation (the "COP") to fund a portion of the Project.

To evaluate financing strategies for the Project, City staff engaged bond counsel (Quint & Thimmig), sales tax consultants (HdL Companies) and a financial advisor (NHA Advisors, LLC) to assist in the analysis and development of the financing structure.

The proposed COP is similar to what the City has used in the past to fund the Silliman Center and fire station projects, and it relies on the City's General Fund commitment as the repayment source (including the Measure GG revenues flowing into the General Fund). As part of the COP financing, the City would establish a property lease between the City and the Public Property Financing Corporation of California to secure the financing. The properties would initially include the Fire Station No. 28 and the Civic Center property until such time as the Project is complete. At that time, the new Civic Center property would be the only leased property for the COP and the Fire Station No. 28 would be removed. The Financing Authority would lease the property to the City and the City would make lease payments to the Financing Authority. The Financing Authority would pass those payments on to certificate holders in the form of debt service payments. Each year, the City would appropriate funds through the budget process to make the lease payments.

Civic Center Project Costs

The Project has total estimated costs of approximately $88,705,207, as itemized in the table below. Preliminary Project planning began in 2016, with approximately $4,800,000 spent through June 2019. The bulk of the Project costs are anticipated to be expended starting in the fourth quarter of 2019, and the main construction phase is expected to be completed in approximately two and a half years.

Project Expenditure	Estimated Budget
Pre-Project/Miscellaneous Costs	$1,822,953
Design & Engineering	2,423,112
Construction	72,321,027
Construction Management	1,237,016
Project Contingency/Escalation	5,267,760
Fixtures, Furnishing & Equipment/Technology	5,633,339
Total Project Cost	$88,705,207

Analysis of Funding Sources

Current funding sources total about $39.1 million and include all Measure GG funds collected to date, Measure GG funds that would accumulate during the construction period, public safety and community service impact fees, a capital reserve fund, Measure D reimbursement, and a contribution from Arts in public places.

The table below shows identified funding sources and the amount need to meet the Project cost:

Existing Identified Funding Source	Amount
Measure GG Funds (collected to date)	$11,700,000
Projected Measure GG Funds (2019-2021)	10,500,000
Safety/Community Service Impact Fees	7,133,562
Capital Reserve Fund	9,285,000
Measure D Reimbursement	450,000
Arts in Public Places	70,000
Total Funding Sources Identified	$39,138,562

Project Funding Needed	Amount
Estimated Project Cost*	$88,705,207
Less: Identified Funding Sources	(39,138,562)
Project Funding Needed	$49,566,645
* Excludes capitalized interest, debt service reserve fund requirements, and cost of issuance.	

Financing Plan

Based on preliminary cash flow projections for Measure GG revenues and the proposed Project expenditure schedule, the City will need to finance a majority of the Project.

Upon review of Measure GG revenue sensitivity scenarios provided by the City's sales tax consultants (HdL), City staff and NHA Advisors determined that a target annual debt service of $4.0 million is appropriate over the term of the Measure GG revenue collection. This lower target debt service would reduce the amount of bond proceeds generated by the financing. As a result, the City is expected to need to contribute $9.3 million from the City's Capital Reserve Fund to cover this funding shortfall.

The use of a portion of the City's Capital Reserve Fund would minimize the amount of the financing and the annual debt service payment. The projected Measure GG revenues exceeding the annual debt service ($4.0 million) would be available to repay the City's Capital Reserve Fund over the next five years, providing the City with a reimbursement mechanism from Measure GG revenues to the City's Capital Reserve Fund with no transactional costs or repayment expenses.

In order to fund the gap for the Project costs through construction, the City would need to issue COPs through a public sale process. The City would need to finance the capitalized interest to cover interest payments during project construction. In all, the City would need to finance approximately $61 million of Project costs.

Additional Financing Considerations

The City has approximately $8.0 million outstanding General Fund obligations related to the Silliman Community Center and fire station improvements with an average interest rate of 3.92%. Under current market conditions, the City can save $1.7 million over the next 13 years by refinancing and merging these obligations into the new financing at the same time. The City would then have one outstanding obligation going forward, which would simplify and save on annual administration costs, including trustee fees and continuing disclosures.

For purposes of compliance with Section 5852.1 of the California Government Code, the following information has been provided by the City's financial advisor (NHA Advisors, LLC):

1. True interest cost of the COPs: 3.05%

2. Finance charge for the COPs, including all fees and charges for third parties (including underwriter's compensation, financial advisory fees, bond counsel fees, disclosure counsel fees, trustee fees and other payments to third parties): $915,000

3. Amount of COP proceeds expected to be received by the City, net of payments identified in 2 above, and any reserve fund established the COPs: $67,675,000

4. Total payment amount for the COPs, being the sum of (a) debt service on the COPs to final maturity, and (b) any financing costs not paid from proceeds of the COPs: $95,060,000

The information set forth above is based up estimates of prevailing market conditions and the ability to finance the entirety of the project on a tax-exempt basis. Actual results may differ if assumed market conditions change.

In summary, staff recommends that the City Council authorize the execution of financing documents necessary for the issuance of COPs to refinance certain outstanding obligations of the City and to finance a portion of the Civic Center project. Staff further recommends approval of an amended and restated debt management policy.

Attachments – Financing Resolution, Policies Resolution and drafts of the following documents approved by the Financing Resolution:

1. Site and Facility Lease;
2. Lease Agreement;
3. Trust Agreement;
4. 2002 Escrow Agreement;
5. 2012 Escrow Agreement;
6. 2002 Termination Agreement;
7. 2012 Termination Agreement;
8. Continuing Disclosure Certificate;
9. Notice of Intention;
10. Notice of Sale;
11. Preliminary Official Statement;
12. Amended Debt Management Policy; and
13. Draft PowerPoint Presentation from the City's financial advisor (NHA Advisors, LLC).

Action – Staff recommends that the City Council, by resolutions, approve: (1) the form and authorizing the execution of certain lease financing documents in connection with the offering and sale of certificates of participation relating thereto to refinance certain outstanding obligations of the city and to finance a portion of the costs of the New Newark Civic Center and authorizing and directing certain actions with respect thereto; and (2) an amended and restated debt management policy and disclosure procedures for public debt issuances and related disclosure obligations.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AMENDED AND RESTATED DEBT MANAGEMENT POLICY AND DISCLOSURE PROCEDURES FOR PUBLIC DEBT ISSUANCES AND RELATED DISCLOSURE OBLIGATIONS

WHEREAS, on January 11, 2018, the City Council adopted a debt policy for the City (the "Prior Debt Policy");

WHEREAS, pursuant to the provisions of section 8855(i) of the California Government Code, prior to the issuance or incurrence of any debt, the City is required to adopt local debt policies concerning the use of debt and that any proposed debt issuance is consistent with those local debt policies;

WHEREAS, an amended debt management policy has been developed for the City and the Council desires to adopt such policy in connection with any proposed debt of the City, amending and restating in full the Prior Debt Policy;

WHEREAS, from time to time the City incurs indebtedness (including but not limited to bonds, notes and certificates of participation) and, in connection therewith, prepare disclosure documents (a) describing the indebtedness for use in the offering and sale of the indebtedness or interests therein generally known as "official statements" or "placement memoranda" (the "Initial Disclosure Documents"); and (b) as required by continuing disclosure obligations entered into in connection with such indebtedness (the "Continuing Disclosure Documents") which typically are required to be filed with the Municipal Securities Rule Making Board's Electronic Municipal Market Access System (generally known as "EMMA"), and

WHEREAS, to (a) ensure that Initial Disclosure Documents do not contain any material misstatements or omit to state information material to prospective investors in connection with their decision to purchase obligations of the City, (b) ensure that Continuing Disclosure Documents filed with EMMA are timely filed, are accurate and are otherwise in accordance with continuing disclosure obligations of the City, (c) ensure that material event notices and any other filings with EMMA in connection with debt obligations of the City are accurate and comply with all applicable federal and state securities laws, and (d) promote best practices regarding the preparation of Initial Disclosure Documents and Continuing Disclosure Documents, disclosure procedures for public debt issuances and related disclosure obligations has been developed for the City and the Council desires to adopt such procedures in connection with any proposed debt of the City;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby, as follows:

Section 1. The debt management policy, in the form attached hereto as Exhibit A (the

"Debt Policy"), is hereby adopted by the Council for the City. The Debt Policy has been developed to provide guidance in the issuance and management of debt by the City or its related entities and is intended to comply with section 8855(i) of the California Government Code effective on January 1, 2017. The main objectives are to establish conditions for the use of debt, to ensure that debt capacity and affordability are adequately considered, to minimize the City's interest and issuance costs, to maintain the highest possible credit rating, to provide complete financial disclosure and reporting and to maintain financial flexibility for the City.

Section 2. To (a) ensure that Initial Disclosure Documents do not contain any material misstatements or omit to state information material to prospective investors in connection with their decision to purchase obligations of the Public Agencies, (b) ensure that Continuing Disclosure Documents filed with EMMA by the Public Agencies are timely filed, are accurate and are otherwise in accordance with continuing disclosure obligations of the Public Agencies, (c) ensure that material event notices and any other filings with EMMA in connection with debt obligations of the Public Agencies are accurate and comply with all applicable federal and state securities laws, and (d) promote best practices regarding the preparation of Initial Disclosure Documents and Continuing Disclosure Documents, the City Council hereby adopts disclosure procedures for public debt issuances in the form attached hereto as Exhibit B.

Section 3. The City Manager, the Finance Director, the City Clerk, and other appropriate officials of the City are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the provisions and directives of this Resolution.

Section 4. This Resolution shall be effective upon adoption by the Council.

* * * * * * * * * * *

I, the undersigned City Clerk of the City of Newark, hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the City Council of the City at a meeting thereof on the 25th day of July, 2019, by the following vote of the members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

City Clerk

EXHIBIT A

DEBT MANAGEMENT POLICY

This Debt Management Policy (the "Debt Policy") of the CITY OF NEWARK (the "City") was approved by the City Council of the City (the "Council") on July 25, 2019. The Debt Policy may be amended by Council as it deems appropriate from time to time in the prudent management of the debt of the City.

This Debt Policy will also apply to any debt issued by any public agency for which the Council acts as its legislative body.

The Debt Policy has been developed to provide guidance in the issuance and management of debt by the City or its related entities and is intended to comply with section 8855(i) of the California Government Code effective on January 1, 2017. The main objectives are to establish conditions for the use of debt; to ensure that debt capacity and affordability are adequately considered; to minimize the City's interest and issuance costs; to maintain the highest possible credit rating; to provide complete financial disclosure and reporting; and to maintain financial flexibility for the City.

Debt, properly issued and managed, is a critical element in any financial management program. It assists in the City's effort to allocate limited resources to provide the highest quality of service to the public. The City understands that poor debt management can have ripple effects that hurt other areas of the City. On the other hand, a properly managed debt program promotes economic growth and enhances the vitality of the City for its residents and businesses.

1. Findings

This Debt Policy shall govern all debt undertaken by the City. The City hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the City's sound financial position.
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the City's credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the City.
- Ensure that the City's debt is consistent with the City's planning goals and objectives and capital improvement program or budget, as applicable.

- Encourage those that benefit from a facility/improvement to pay the cost of that facility/improvement without the need for the expenditure of limited general fund resources.

2. Policies

A. Purposes For Which Debt May Be Issued

The City will consider the use of debt financing primarily for capital improvement projects (CIP) when the project's useful life will equal or exceed the term of the financing and when resources are identified sufficient to fund the debt service requirements. An exception to this CIP driven focus is the issuance of short-term instruments such as tax and revenue anticipation notes, which are to be used for prudent cash management purposes and conduit financing, as described below. Bonded debt should not be issued for projects with minimal public benefit or support, or to finance normal operating expenses.

If a department has any project which is expected to use debt financing, the department director is responsible for expeditiously providing the City Manager and the Finance Director with reasonable cost estimates, including specific revenue accounts that will provide payment for the debt service. This will allow an analysis of the project's potential impact on the City's debt capacity and limitations. The department director shall also provide an estimate of any incremental operating and/or additional maintenance costs associated with the project and identify sources of revenue, if any, to pay for such incremental costs.

(i) Long-Term Debt. Long-term debt may be issued to finance or refinance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and/or operated by the City.

(a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the City and its taxpayers and ratepayers.
- When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.

(b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.

(c) The City may use long-term debt financings subject to the following conditions:

- The project to be financed has been or will be approved by the Council.

- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%, unless specific conditions exist that would mitigate the extension of time to repay the debt and it would not cause the City to violate any covenants to maintain the tax-exempt status of such debt, if applicable.

- The City estimates that sufficient income or revenues will be available to service the debt through its maturity.

- The City determines that the issuance of the debt will comply with the applicable requirements of state and federal law.

- The City considers the improvement/facility to be of vital, time-sensitive need of the community and there are no plausible alternative financing sources

(d) Periodic reviews of outstanding long-term debt will be undertaken to identify refunding opportunities. Refunding will be considered (within federal tax law constraints, if applicable) if and when there is a net economic benefit of the refunding. Refundings which are non-economic may be undertaken to achieve City objectives relating to changes in covenants, call provisions, operational flexibility, tax status of the issuer, or the debt service profile.

In general, refundings which produce a net present value savings of at least three (3) percent of the refunded debt will be considered economically viable. Refundings which produce a net present value savings of less than three (3) percent or negative savings will be considered on a case-by-case basis, and are subject to Council approval.

(ii) Short-term debt. Short-term borrowing may be issued to generate funding for cash flow needs in the form of Tax and Revenue Anticipation Notes (TRAN).

Short-term borrowing, such as commercial paper, and lines of credit, will be considered as an interim source of funding in anticipation of long-term borrowing. Short-term debt may be issued for any purpose for which long-term debt may be issued, including capitalized interest and other financing-related costs. Prior to issuance of the short-term debt, a reliable revenue source shall be identified to secure repayment of the debt. The final maturity of the debt issued to finance the project shall be consistent with the economic or useful life of the project and, unless the Council determines that extraordinary circumstances exist, must not exceed seven (7) years.

Short-term debt may also be used to finance short-lived capital projects; for example, the City may undertake lease-purchase financing for equipment, and such equipment leases may be longer than seven (7) years.

(iii) Financings on Behalf of Other Entities. The City may also find it beneficial to

issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of City. In such cases, the City shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein. In no event will the City incur any liability or assume responsibility for payment of debt service on such debt.

B. Types of Debt

In order to maximize the financial options available to benefit the public, it is the policy of the City of Newark to allow for the consideration of issuing all generally accepted types of debt, including, but not exclusive to the following:

- General Obligation (GO) Bonds: General Obligation Bonds are suitable for use in the construction or acquisition of improvements to real property that benefit the public at large. Examples of projects include libraries, parks, and public safety facilities. All GO bonds shall be authorized by the requisite number of voters in order to pass.

- Revenue Bonds: Revenue Bonds are limited-liability obligations tied to a specific enterprise or special fund revenue stream where the projects financed clearly benefit or relate to the enterprise or are otherwise permissible uses of the special revenue. An example of projects that would be financed by a Revenue Bond would be improvements to a water system, which would be paid back with money raised from the rates and charges to water users. Generally, no voter approval is required to issue this type of obligation but in some cases, the City must comply with proposition 218 regarding rate adjustments.

- Lease-Backed Debt/Certificates of Participation (COP/Lease Revenue Bonds): Issuance of Lease-backed debt is a commonly used form of debt that allows a City to finance projects where the debt service is secured via a lease agreement and where the payments are budgeted in the annual budget appropriation by the City from the general fund. Lease-Backed debt does not constitute indebtedness under the state or the City's constitutional debt limit and does not require voter approval.

- Special Assessment/Special District Debt: The City will consider requests from developers for the use of debt financing secured by property based assessments or special taxes in order to provide for necessary infrastructure for new development only under strict guidelines adopted by the Council, which may include minimum value-to-lien ratios and maximum tax burdens. Examples of this type of debt are Assessment Districts (AD) and Community Facilities Districts (CFD) or more commonly known as Mello-Roos Districts. In order to protect bondholders as well as the City's credit rating, the City will also comply with all State guidelines regarding the issuance of special district or special assessment debt, as well as any policy required to be adopted under Government Code Section 53312.7.

The City may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

To maintain a predictable debt service burden, the City will give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is variable rate debt. The City may choose to issue securities that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of securities. When making the determination to issue bonds in a variable rate mode, consideration will be given in regards to the useful life of the project or facility being financed or the term of the project requiring the funding, market conditions, credit risk and third party risk analysis, and the overall debt portfolio structure when issuing variable rate debt for any purpose. The maximum amount of variable-rate debt should be limited to no more than 20 percent of the total debt portfolio.

The City will not employ derivatives, such as interest rate swaps, in its debt program. A derivative product is a financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk and thereby reducing borrowing costs. However, these products bear certain risks not associated with standard debt instruments.

C. Relationship of Debt to Capital Improvement Program and Budget

The City intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's capital budget and the capital improvement plan.

The City shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The City shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear, unless a specific revenue source has been identified for this purpose, such as Gas Tax funds.

The City shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the City's public purposes.

The City shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

D. Policy Goals Related to Planning Goals and Objectives

The City is committed to financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The City intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's annual operating budget.

It is a policy goal of the City to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The City will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

Except as described in Section 2.A., when refinancing debt, it shall be the policy goal of the City to realize, whenever possible, and subject to any overriding non-financial policy considerations minimum net present value debt service savings equal to or greater than 3% of the refunded principal amount.

E. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Debt Policy, the City shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The City will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- the City's investment policies as they relate to the investment of bond proceeds.

Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the City will submit written requisitions for such proceeds. The City will submit a requisition only after obtaining the signature of the City Manager or the Finance Director.

F. Method of Sale

For the sale of any City-issued debt, the City Manager or the Finance Director or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the City. Potential methods of sale include:

- A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
- Negotiated sale, subject to approval by the City to ensure that interest costs are in accordance with comparable market interest rates

- Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the City than either a negotiated or competitive sale

G. Waivers of Debt Policy

There may be circumstances from time to time when strict adherence to a provision of this Debt Policy is not possible or in the best interests of the City and the failure of a debt financing to comply with one or more provisions of this Debt Policy shall in no way affect the validity of any debt issued by the City in accordance with applicable laws.

EXHIBIT B

DISCLOSURE PROCEDURES FOR PUBLIC DEBT ISSUANCES AND RELATED DISCLOSURE OBLIGATIONS

These Disclosure Procedures for Public Debt Issuances and Related Disclosure Obligations (the "Procedures") of the CITY OF NEWARK (the "City") were approved by the City Council of the City (the "Council") on July 25, 2019. The Policies may be amended by Council as it deems appropriate from time to time in the prudent management of the debt of the City.

The Policies will also apply to any debt issued by any public agency for which the Council acts as its legislative body.

I. INTRODUCTION

A. Purpose

The procedures are intended to (1) ensure that the City's Initial Disclosure Documents and Continuing Disclosure Documents (as such terms are defined in Section II A.2 below) are accurate and comply with all applicable federal and state securities laws, and (2) promote best practices regarding the preparation of the City's Initial Disclosure Documents and Continuing Disclosure Documents.

II. KEY PARTICIPANTS

A. Disclosure Practices Working Group

1. *Composition.* A Disclosure Practices Working Group (the "Disclosure Working Group") will have general oversight over the entire initial and continuing disclosure process. Members of the Disclosure Working Group shall be appointed from time to time by the City Manager (in consultation with the Finance Director) and shall consist of persons relevant to the disclosure process. The initial Disclosure Working Group shall include the following persons:

(a) the Finance Director;

(b) the Disclosure Coordinator (as described below);

(c) the City Attorney; and

(d) and any other individuals appointed by the City Manager.

The Disclosure Working Group shall consult with finance team members for each applicable City debt obligation, or other interested parties as the Finance Director or any other member of the Disclosure Working Group determines is advisable, related to disclosure issues and practices. Meetings of the Disclosure Working Group may be held telephonically.

The Disclosure Working Group is an internal working group of City staff and not a decision-making or advisory body subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.).

2. *Responsibilities*. The Disclosure Working Group is responsible for:

(a) reviewing all Initial Disclosure Documents, and making recommendations to the City Council or appropriate governing board for their approval of Initial Disclosure Documents;

(b) reviewing all continuing disclosure obligations as contained in Initial Disclosure Documents before such documents are released to the prospective investors, and making recommendations to the City Council or appropriate governing board for their approval of such continuing disclosure obligations;

(c) reviewing annually the City's status and compliance with continuing disclosure obligations, including filings of Continuing Disclosure Documents, compliance with these Procedures and the annual report prepared by the Disclosure Consultant as described in Section II (C) below;

(d) reviewing any items referred to the Disclosure Working Group; and

(e) evaluating the effectiveness of these Procedures and approving changes to these Procedures.

For purposes of these Procedures, "Initial Disclosure Documents" means disclosure documents describing City indebtedness for use in connection with the offering and sale of the indebtedness or interests therein, including Official Statements (as defined in the next sentence); and "Continuing Disclosure Documents" means (i) annual continuing disclosure reports filed with the MSRB, and (ii) event notices and any other filings with the MSRB. As used in these Procedures, the term "Official Statements" means preliminary and final official statements, private placement memoranda and remarketing memoranda relating to the City's debt obligations, together with any supplements, for debt obligations for which a continuing disclosure obligation is required.

B. Disclosure Coordinator

1. *Appointment*. The Finance Director, in consultation with the other members of the Disclosure Working Group, shall select and appoint a Disclosure Coordinator. The Finance Director may serve as the Disclosure Coordinator.

2. *Responsibilities*. The Disclosure Coordinator is responsible for:

(a) serving as a "point person" for personnel to communicate issues or information that should be or may need to be included in any Initial Disclosure Document or Continuing Disclosure Document;

(b) in preparing Initial Disclosure Documents and in anticipation of preparing Continuing Disclosure Documents, soliciting "material" information (as defined in Securities and Exchange Rule 10b-5) from City departments and other relevant City Staff;

(c) following up with others, including management of outside consultants assisting the City, in the preparation and dissemination of Initial Disclosure Documents and Continuing Disclosure Documents to make sure that assigned tasks have been completed on a timely basis and making sure that the Continuing Disclosure Documents are filed on a timely basis and are accurate;

(d) In cooperation with the attorney or attorneys, or financial advisor, preparing any Initial Disclosure Document, and with other City or public agency Staff members with knowledge of the subject matter of the respective debt obligation, (i) reviewing each Initial Disclosure Document with the Disclosure Working Group and (ii) presenting the Initial Disclosure Document to the City Council or other appropriate governing board for approval, before it is disseminated to the public or prospective purchasers of the related debt obligation, all in order to ensure that all disclosure contained therein and not otherwise attributable to sources other than the City is accurate and does not omit to state information required to be stated therein in order to make the statements therein not misleading in any material respect;

(e) preparing and filing the required Continuing Disclosure Documents, to the extent such filings are not prepared and filed by the Disclosure Consultant;

(f) monitoring compliance by the City with these Procedures, including timely dissemination of annual report and event filings as described in Sections III (B) and (C) below;

(g) recommending changes to these Procedures to the Disclosure Working Group as necessary or appropriate;

(h) together with the Finance Director (if other than the Disclosure Coordinator), coordinating the timely provision of information to the Disclosure Consultant as needed to fulfill its responsibilities to the City;

(i) maintaining records documenting the City's compliance with these Procedures;

(j) reviewing compliance with and providing appropriate certifications in connection with the various covenants in documents for debt obligations; and the Disclosure Coordinator shall review the documents for debt obligations to determine which covenants require an annual or regular certification and maintain a list of those with the Disclosure Coordinator (the Disclosure Coordinator may delegate such compliance requirements to the Disclosure Consultant); and

(k) ensuring that members of the Disclosure Working Group and the City Council or other applicable governing board approving Initial Disclosure Documents or Continuing Disclosure Documents receive periodic training regarding disclosure responsibilities and practices.

3. *Consultation*. The Disclosure Coordinator shall consult with the disclosure counsel for a respective debt obligation to the extent the Disclosure Coordinator considers appropriate to perform the Disclosure Consultant's responsibilities.

C. Disclosure Consultant

1. *Appointment*. The Finance Director shall designate or hire, as applicable, a Disclosure Consultant (who may be a City Staff member, an attorney retained as disclosure counsel, a financial advisor or other appropriate consultant) in consultation with the Disclosure Working Group. The Disclosure Consultant shall have significant expertise and experience related to on-going disclosure requirements for municipal securities.

2. *Responsibilities*. The Disclosure Consultant is responsible for:

(a) communicating to the Disclosure Working Group its information needs, reviewing Initial Disclosure Documents, Continuing Disclosure Documents and other relevant information, consulting with appropriate City staff or interested parties needed to confirm that the City is meeting its disclosure obligations; and

(b) from time to time, making recommendations to the Disclosure Working Group regarding ways the City may improve these Procedures and methods of meeting City continuing disclosure obligations.

D. Others With Responsibility for Initial Disclosure Documents.

1. *Responsibilities of City Attorney*. The City Attorney (or a designee) shall review Initial Disclosure Documents and shall draft for Initial Disclosure Documents descriptions of (a)

any material current, pending or threatened litigation, (b) any material settlements or court orders and (c) any other legal issues that are material information for purposes of any respective Initial Disclosure Document.

2. *Responsibilities of Finance Director*. The Finance Director shall review each Initial Disclosure Document, identify any material difference in presentation of financial information from the City's most recent financial statements and ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the Finance Director (or the Finance Director's staff) or of relevance to the finances of the City. In addition, the Finance Director shall determine whether the City's then-available financial statements are appropriate to be included in the respective Initial Disclosure Document and whether to seek the consent of the City's auditor to including financing statements in the respective Initial Disclosure Document.

III. CONTINUING DISCLOSURE FILINGS

A. Overview of Continuing Disclosure Filings

Under the continuing disclosure undertakings it has entered into in connection with its debt offerings, the City is required to file annual reports with the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system in accordance with such undertakings in each year. Such annual reports are required to include certain updated financial and operating information (or may refer to a publicly-available document), which varies among the different obligations issued by the City, the City's audited financial statements and other information material to investors.

The City is also required under the continuing disclosure undertakings to file notices of certain events with EMMA.

B. Annual Reports

The Disclosure Coordinator shall ensure that the preparation of the City's annual reports commences as required to satisfy the filing requirements under each specific continuing disclosure obligation. Before any annual report is submitted to EMMA, the Disclosure Coordinator shall confer with the Disclosure Working Group as needed regarding the content and accuracy of any annual report. Prior to each filing, the Disclosure Coordinator will review each report with the Disclosure Consultant, and the Disclosure Consultant will confirm in writing (which may be by email) that such report appears to comply with the requirements of the applicable continuing disclosure undertaking.

C. Event Filings

Each member of the Disclosure Working Group shall notify the other members of the Disclosure Working Group if he or she becomes aware of any of the material events listed in any of the City's continuing disclosure undertakings. The Disclosure Working Group may meet to

discuss the event and to determine, in consultation with the Disclosure Consultant, whether a filing is required or is otherwise desirable.

D. Uncertainty

The Finance Director may direct questions regarding the disclosure to the Disclosure Consultant, disclosure counsel, bond counsel or the City Attorney or such other counsel or consultant he/she deems appropriate.

IV. CONTINUING DISCLOSURE DOCUMENTS TO BE RETAINED

The Disclosure Coordinator shall be responsible for retaining records demonstrating compliance with the Continuing Disclosure Document requirements of these Procedures. The Disclosure Coordinator shall retain an electronic or paper file ("Disclosure File") for each continuing disclosure annual report that the City completes. Each Disclosure File shall include the final version of the applicable Initial Disclosure Document and all related Continuing Disclosure Documents; written confirmations, certifications, letters and legal opinions described herein; copies of these Disclosure Procedures and a list of individuals to whom they have been distributed and the dates of such distributions; and a written record of the dates of meetings of the Disclosure Working Group. The Disclosure File shall be maintained in a central depository for a period of five years from the later of the date of delivery of the securities referenced in the Continuing Disclosure Document, or the date the Continuing Disclosure Document is published, posted, or otherwise made publicly available, as applicable.

V. EDUCATION

The Finance Director shall ensure that the Disclosure Coordinator and the members of the Disclosure Working Group are properly trained to understand and perform their responsibilities. Such training may include training sessions conducted by consultants with expertise in municipal securities disclosure or by the Disclosure Consultant, attendance at conferences, or other appropriate methods identified by the Finance Director.

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE OFFERING AND SALE OF CERTIFICATES OF PARTICIPATION RELATING THERETO TO REFINANCE CERTAIN OUTSTANDING OBLIGATIONS OF THE CITY AND TO FINANCE A PORTION OF THE COSTS OF THE NEW NEWARK CIVIC CENTER AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

WHEREAS, the City of Newark (the "City") has previously caused the execution and delivery of its Certificates of Participation (2002 Silliman Community Activity Center/Old Town Fire Station Project) (the "2002 Certificates") delivered to finance certain capital projects;

WHEREAS, principal and interest with respect to the 2002 Certificates are payable from lease payments (the "2002 Lease Payments") made by the City from its general fund under a Lease Agreement, dated as of August 1, 2002, by and between the Newark Public Financing Authority (the "Authority") and the City (the "2002 Lease Agreement");

WHEREAS, the current principal balance of the 2002 Certificates is $2,240,000;

WHEREAS, the City has also previously entered into a lease agreement, dated April 1, 2012, by and between the Authority and the City (the "2012 Lease Agreement"), to refinance certain prior obligations incurred to finance certain capital projects;

WHEREAS, principal and interest with respect to the 2012 Lease Agreement are payable from lease payments (the "2012 Lease Payments") made by the City from its general fund;

WHEREAS, the current principal balance of the 2012 Lease Agreement is $5,767,712;

WHEREAS, the City, with the assistance of the Public Property Financing Corporation of California (the "Corporation"), has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to (a) refinance its obligations under the 2002 Lease Agreement and to provide for the redemption of the 2002 Certificates, (b) refinance its obligations under the 2012 Lease Agreement and to provide for the prepayment of the 2012 Lease Agreement, and (c) finance a portion of the costs of the construction, furnishing and equipping of the new Newark Civic Center (the "Project"), and to implement a lease financing for such purposes;

WHEREAS, it is in the public interest and for the public benefit that the City authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other financing documents in connection therewith;

WHEREAS, a preliminary official statement containing information material to the offering and sale of the Certificates described below (the "Preliminary Official Statement") has been prepared on behalf of the City;

WHEREAS, a notice of intention (the "Notice of Intention") and a notice of sale (the "Notice of Sale"), relating to the sale of the Certificates, have been prepared and presented to the Council; and

WHEREAS, the documents below specified shall be filed with the City and the members of the Council, with the aid of its staff, shall review said documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby, as follows:

Section 1. Certificates of Participation (2019 Financing Project) (the "Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement, as hereinafter defined, to finance the Project, to fund a reserve fund for the Certificates (either with cash or with a reserve fund insurance policy), to capitalize interest with respect to a portion of the Certificates up to and through June 1, 2022, and to pay the costs of the financing.

Section 2. The below-enumerated documents, in the forms on file with the City Clerk, be and are hereby approved, and the Mayor, the City Manager or the Finance Director, or the designee thereof (each, a "Designated Officer"), are hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such officials, and the City Clerk is hereby authorized and directed to attest to such official's signature:

(a) a site and facility lease, by and between the City, as lessor, and the Corporation, as lessee, pursuant to which the City will lease the site of the Project and certain existing City property (collectively, the "Property") to the Corporation, for the purpose of leasing the Property and the Project back to the City pursuant to the Lease Agreement;

(b) a lease agreement relating to the Property and the Project, between the Corporation, as lessor, and the City, as lessee (the "Lease Agreement"), so long as the principal amount of the Lease Agreement is not greater than $70,000,000, the true interest cost of the Lease Agreement does not exceed 4.000% and the term of the Lease Agreement does not extend beyond June 1, 2042, unless such term is extended or sooner terminated as provided in the Lease Agreement;

(c) a trust agreement, by and among the Corporation, the City and MUFG Union Bank, N.A., as trustee, relating to the execution and delivery of the Certificates (the "Trust Agreement");

(d) a continuing disclosure certificate;

(e) an escrow agreement by and between the City and MUFG Union Bank, N.A., as escrow bank (the "Escrow Bank"), providing for the prepayment of the 2002 Lease Agreement and the redemption of the 2002 Certificates;

(f) an escrow agreement by and between the City and the Escrow Bank, providing for the prepayment of the 2012 Lease Agreement;

(g) a termination agreement, by and between the City and MUFG Union Bank, N.A., as assignee, providing for the termination of the recorded documents relating to the 2002 Certificates; and

(h) a termination agreement, by and between the City and Compass Bank, as assignee, providing for the termination of the recorded documents relating to the 2012 Lease Agreement.

Section 3. The Council hereby approves the competitive sale of the Certificates. The Council hereby approves the Notice of Intention in the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by a Designated Officer. The Council hereby approves the Notice of Sale, in the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by a Designated Officer. NHA Advisors, LLC, municipal advisor to the City (the Municipal Advisor"), is hereby authorized to cause to be furnished to prospective bidders copies of the Notice of Sale.

The Municipal Advisor is hereby authorized and directed, on behalf of the City, to receive the bids for the purchase of the Certificates at the time and place specified in the Notice of Sale, to examine said bids for compliance with the Notice of Sale and to verify the bid with the lowest true interest cost as provided in the Notice of Sale. In the event two or more bids setting forth identical true interest cost are received, the Municipal Advisor, on behalf of the City, may exercise its own discretion and judgment in making the award and may award the Certificates on a *pro rata* basis in such denominations as he shall determine. The Municipal Advisor, on behalf of the City, may, in its discretion, reject any and all bids and waive any irregularity or informality in any bid. The City shall award the Certificates or reject all bids not later than the close of business on the date prescribed for the receipt of bids, unless such time of award is waived by the successful bidder.

Section 4. The Council hereby approves the Preliminary Official Statement, in the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by any Designated Officer. The Council authorizes and directs any Designated Officer to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The City's municipal advisor is hereby authorized to cause to be furnished to prospective bidders copies of the Preliminary Official Statement.

Section 5. Any Designated Officer is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official

Statement") and to execute said Final Official Statement, dated as of the date of the sale of the Certificates, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Certificates, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Certificates, and does not, as of the date of delivery of the Certificates, contain any untrue statement of a material fact with respect to the City or omit to state material facts with respect to the City required to be stated where necessary to make any statement made therein not misleading in the light of the circumstances under which it was made. The Designated Officers shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by any Designated Officer and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the City.

Section 6. The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Certificates.

Section 7. The Designated Officers are hereby authorized and directed to solicit proposals for municipal bond insurance and/or a reserve fund surety policy for the Certificates. Any Designated Officer, in consultation with the Municipal Advisor, is hereby authorized to determine if such municipal bond insurance and/or reserve fund surety policy is financially advantageous to the City and, if it is determined that such municipal bond insurance and/or reserve fund surety policy is financially advantageous to the City and commitments therefor are received, any Designated Officer is hereby authorized to accept such commitments and to revise the legal documents as may be appropriate to provide for such municipal bond insurance and/or reserve fund surety policy.

Section 8. The Designated Officers are hereby authorized and directed to engage the services of NHA Advisors, LLC as the municipal advisor to the City, and Quint & Thimmig LLP as special legal counsel and disclosure counsel to the City, and to execute and deliver agreements for such services for and in the name and on behalf of the City.

Section 9. The Mayor, the City Manager, the Finance Director, the City Clerk and any and all other officers of the City are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the financing herein authorized.

Section 10. This Resolution shall take effect upon its adoption by the Council.

Section 11. The City Clerk shall certify to the adoption of this Resolution and provide for appropriate distribution thereof.

* * * * * * * * * * * *

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the City Council of the City of Newark in a regular meeting assembled on the 25th day of July, 2019, by the following vote to wit:

YAES:

NOES:

ABSENT:

ABSTENTIONS:

_____

City Clerk

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of September 1, 2019

by and between the

CITY OF NEWARK, as Lessor

and the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, as Lessee

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(2019 Civic Center Financing Project)

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of September 1, 2019, is by and between the CITY OF NEWARK, a municipal corporation and general law city duly organized and existing under and by virtue of the laws of the State of California, as lessor (the "City"), and the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as lessee (the "Corporation");

W I T N E S S E T H :

WHEREAS, the Corporation intends to assist the City to (a) refinance its obligations with respect to the outstanding Certificates of Participation (2002 Silliman Community Activity Center/Old Town Fire Station Project), (b) refinance its obligations under a lease agreement entered into in 2012, and (c) finance a portion of the costs of the construction, furnishing and equipping of the new Newark Civic Center (the "Project"), by leasing certain land and improvements (including the Project) to the City pursuant to a Lease Agreement, dated as of July 1, 2019, a memorandum of which is recorded concurrently herewith (the "Lease Agreement"); and

WHEREAS, the City proposes to enter into this Site and Facility Lease with the Corporation as a material consideration for the Corporation's agreement to lease such land and improvements to the City;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The City hereby leases to the Corporation and the Corporation hereby leases from the City, on the terms and conditions hereinafter set forth, those certain parcels of real property situated in Alameda County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Site"), and those certain improvements on a portion of the Site, more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Facility").

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the City Recorder of Colusa County, State of California, and shall end on June 1, 2042, unless such term is extended or sooner terminated as hereinafter provided. If, on June 1, 2042, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid, or provision shall not have been made for their payment, then the term of this Site and Facility Lease shall be extended until such Lease Payments or Additional Payments (as defined in the Lease Agreement), if any, shall be fully paid or provision made for such payment. When all Lease Payments shall be fully paid or provision made for such payment in accordance with Section 4.4 or 10.1 of the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The City agrees to lease the Site and the Facility to the Corporation in consideration of the payment by the Corporation of an advance rental payment of _____ dollars ($_____). The City and the Corporation agree that by reason of the sale of the Certificates and deposit of proceeds pursuant to the provisions of the Trust Agreement, dated as of September 1, 2019, by and among the City, the Corporation and

MUFG Union Bank, N.A., as trustee thereunder (the "Trust Agreement"), the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Site and the Facility solely for the purpose of leasing the Site, the Facility and the Project to the City pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the City under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. City's Interest in the Site and the Facility. The City covenants that it is the owner in fee of the Site and the Facility.

Section 7. Assignments and Subleases. Unless the City shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site and Facility Lease or sublet the Site or the Facility, except as provided in the Lease Agreement.

Section 8. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Site and the Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Corporation agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Site and the Facility in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the City.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the City may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the City shall have no right to terminate this Site and Facility Lease as a remedy for such default; *provided, however,* that so long as any Certificates are Outstanding and unpaid in accordance with the terms thereof, the Lease Payments assigned by the Corporation to the Trustee under the Assignment Agreement shall continue to be paid to the Trustee.

Section 11. Quiet Enjoyment. The Corporation, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Site subject to the provisions of the Lease Agreement and the Trust Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Corporation are solely liabilities of the Corporation and the City hereby releases each and every, member, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site and Facility Lease. No member, director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. All assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site and the Facility (including both land and improvements) will be paid in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Site or the Facility thereon is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of then unpaid Certificates including the unpaid principal and interest with respect to any then outstanding Certificates and, subject to the provisions of the Lease Agreement and payment of all amounts owed to the Municipal Bond Insurer, the balance of the award, if any, shall be paid to the City.

Section 15. Use of the Proceeds. The City and the Corporation hereby agree that the lease to the Corporation of the City's right and interest in the Site and the Facility pursuant to Section 2 serves the public purposes of the City by providing funds to enable the City to finance the Project.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, and, if to the City, addressed to the City in care of the City Manager, City of Newark, 37101 Newark Boulevard Newark, CA 94560, or if to the Corporation, addressed to the Corporation in care of the Treasurer, Public Property Financing Corporation of California, 2945 Townsgate Road, Suite 200, Westlake Village, CA 91361, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the City and the Corporation and their respective successors and assigns.

Section 19. Amendment. This Site and Facility Lease may not be amended except as permitted under Section 10.01 of the Trust Agreement.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 21. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 22. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Corporation have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF NEWARK

By _____
David Benoun
City Manager

ATTEST:

_____
Sheila Harrington
City Clerk

PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA

By _____
Stefan A. Morton
Treasurer

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

DESCRIPTION OF THE SITE

The land referred to herein is situated in the State of California, County of Alameda and described as follows:

Fire Station Site

PARCEL 1:

A PARCEL OF LAND SITUATE IN NEWARK, ALAMEDA COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF ASH STREET, 80. 00 FEET IN WIDTH, WITH THE CENTERLINE OF THORNTON AVENUE, 80.00 FEET IN WIDTH, AS SAID STREET AND AVENUE ARE SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP 5177" ETC., FILED JUNE 30, 1987, IN BOOK 170 OF MAPS AT PAGES 13 AND 14 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

THENCE NORTH 68 DEGREES 16 MINUTES 30 SECONDS EAST, ALONG THE CENTERLINE OF SAID THORNTON AVENUE, A DISTANCE OF 217.73 FEET.

THENCE LEAVING SAID CENTERLINE, AT RIGHT ANGLES THERETO, SOUTH 21 DEGREES 43 MINUTES 30 SECONDS EAST, A DISTANCE OF 40.00 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID THORNTON AVENUE, SAID POINT BEING THE POINT OF BEGINNING, ALSO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, WITH A RADIUS OF 553.00 FEET AND AN INTIAL TANGENT BEARING SOUTH 28 DEGREES 16 MINUTES 56 SECONDS EAST, SAID POINT ALSO BEING 25.0 FEET DISTANT WESTERLY, MEASURED RADIALLY, FROM THE CENTERLINE OF AN EXISTING SPUR TRACK;

THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, WHICH IS PARALLEL WITH AND 25.0 FEET DISTANT WESTERLY, MEASURED RADIALLY, FROM THE CENTERLINE OF SAID SPUR TRACK, THROUGH A CENTRAL ANGLE OF 54 DEGREES 14 MINUTES 02 SECONDS AN ARC DISTANCE OF 523.45 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ASH STREET, A TANGENT TO LAST SAID POINT BEARING SOUTH 25 DEGREES 57 MINUTES 06 SECONDS WEST,

THENCE NORTH 21 DEGREES 48 MINUTES 07 SECONDS WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ASH STREET, A DISTANCE OF 347.01 FEET, TO THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 179, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN OF NEWARK" ETC FILED MAY 6, 1878, IN BOOK 17 OF MAPS AT PAGE 10 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA;

THENCE NORTH 68 DEGREES 16 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 179, AND THE SOUTHEASTERLY LINE OF LOT 2, BLOCK 179, AS SHOWN ON LAST SAID MAP, A DISTANCE OF 125.40 FEET, TO THE NORTHEASTERLY LINE OF SAID LOT 2, BLOCK 179,

THENCE NORTH 21 DEGREES 48 MINUTES 07 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, BLOCK 179, A DISTANCE OF 125.00 FEET, TO THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF THORNTON AVENUE;

THENCE NORTH 68 DEGREES 16 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID THORNTON AVENUE, A DISTANCE OF 52.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO.

PARCEL 2:

ALL OF LOT 1, BLOCK 179, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN OF NEWARK" ETC, FILED MAY 6, 1878, IN BOOK 17 OF MAPS AT PAGE 10 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

EXCEPTING THEREFROM, ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO.

PARCEL 3:

LOT 2, IN BLOCK 179 AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP ENTITLED "MAP OF THE TOWN OF NEWARK, ALAMEDA COUNTY, CAL., SURVEYED BY T. P. WILSON, 1876", FILED MAY 6, 1878, IN BOOK 17 OF MAPS, AT PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

A.P.N. 092-0041-009-03

Project Site

PARCEL 1:

Portion of the parcel of land described in the Deed by Rose Enciso to Louis T. Rassier and Rose Marie Rassier, his wife, dated September 1, 1954, recorded October 1, 1954 in Book 7439 of Official Records of Alameda County, Page 499, (AJ/86541) described as follows:

Beginning at a point on the Northwestern line of Baine Avenue, as said avenue is shown on the "Map showing the Subdivision of a part of the Villa Lots of the Town of Newark, Alameda County, Cal.", filed August 23, 1911 in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County, distant North 33° East 427.70 feet from the general Southwestern boundary line of said above mentioned parcel of land; running thence from a tangent that bears North 33° East, on a curve to the left with a radius of 20 feet, a distance of 31.40 feet; thence tangent with the last mentioned curve, North 56° 58′ West 953.60 feet to the general Northwestern line of the above mentioned parcel of land; thence along the last mentioned line, South 33° West 490.99 feet to an angle point therein; thence continuing along the last mentioned line, South 56° 58′ East 48.17 feet to an angle point therein; thence continuing along the last mentioned line, South 33° West 263.83 feet to said general Southwestern line of said above mentioned parcel of land; thence along the last mentioned line, South 61° 31′ 15″ East 147.86 feet to an angle point therein; thence continuing along the last mentioned line, South 56° 58′ East 112.69 feet to the general Southeastern line of said above mentioned parcel of land; thence along the last mentioned line, North 33° East 295.38 feet to said general Southwestern line of said above mentioned parcel of land;

thence along the last mentioned line, South 56° 58′ East 665.34 feet to said Northwestern line of Baine Avenue; thence along the last mentioned line, North 33° East 427.70 feet to the point of beginning.

Excepting therefrom that portion described in the Grant Deed to Citation Homes, a Partnership, recorded March 2, 1982, Instrument No. 82-30282, Official Records.

Also Excepting therefrom that portion lying between the Northeasterly line of Lot 11, Tract 5001, filed February 2, 1984, Book 142 of Maps, Page 62, Alameda County Records and the Northeasterly line of the

property described in the Grant Deed to the City of Newark, a municipal corporation, recorded May 1, 1964, Instrument No. AW69495, Reel 1191, Image 787, Official Records.

APN: 092A-1036-011-01 and 092A-1045-013-11 (Portion)

PARCEL 2:

A portion of Lots 8, 9, 10, 24, 25 and 26 and a portion of an alley 16 feet in width, abandoned, in Block "M" as said lots and alley and Block are shown on the "Map showing the Subdivision of a part of the Villa Lots of the Town of Newark, Alameda County, Cal.", filed August 23, 1911, in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County, more particularly described as follows:

Commencing at a point on the Southeastern line of Thornton Avenue as said avenue is shown on said map, distant thereon North 33° East, 10 feet from the Northeastern line of the land shown on the Map of "Zorns' Addition, Newark, Alameda County, California, 1926", filed February 9, 1927, in Book 7 of Maps, Page 41, in the Office of the County Recorder of Alameda County; and running thence along said line of Thornton Avenue, North 33° East, 290.89 feet to the Northeastern line of said Lot 8; thence along the last named line, South 56° 58′ East, 190.00 feet to the true point of beginning; thence continuing along last said line and the prolongation thereof, South 56° 58′ East, 153.20 feet; thence South 33° West, 263.55 feet to a line drawn South 61° 31′ 15″ East from the point of commencement; thence along last said line North 61° 31′ 15″ West, 84.32 feet to a point in the Southeastern line of that certain parcel described in the Deed from John S. Oliveira and Leila M. Oliveira, his wife, to Postal Leasing Corporation, a Missouri Corporation, dated January 7, 1953, recorded January 9, 1963, Reel 767, Image 346, Official Records, Instrument No. AU-4640; thence along said Southeastern line, North 33° East, 139.51 feet to the Northeastern line of said parcel conveyed to Postal Leasing Corporation; thence along said Northeastern line, North 56° 58′ West, 229.19 feet to the Southeastern line of that certain parcel described in the Grant of Easement from John S. Oliveira and Leila M. Oliveira to City of Newark, a municipal corporation, dated February 2, 1965 and recorded March 2, 1965, Reel 1449, Image 633, Official Records, Instrument No. AX- 30006; thence along said Southeastern line North 33° East, 25.00 feet; thence South 56° 58′ East 160.00 feet; thence North 33° 01′ 33″ East, 105.73 feet to the true point of beginning.

APN: 092A-1036-028-07

PARCEL 3:

Lot 4, in Block H, as said lot and block are shown on the Map entitled, "Map showing the Subdivision of Part of the Villa Lots of the Town of Newark", filed August 23, 1911 in Book 26 of Maps at Page 43, Alameda County Records.

Excepting therefrom that portion contained in the Deed to the City of Newark, a municipal corporation, recorded May 14, 1969 as Reel 2401, Image 884, and re-recorded October 15, 1969 as Reel 2496, Image 313, Alameda County Records. APN: 092A-1036-033-03 (Portion)

PARCEL 4:

The Northeast 7 feet of Lot 5, in Block 11, as said lot and block are shown on the Map entitled, "Map showing the Subdivision of Part of the Villa Lots and the Town of Newark", filed August 23, 1911 in Book 26 of Maps at Page 43, Alameda County Records.

Excepting therefrom that portion contained in the Deed to the City of Newark, a municipal corporation, recorded May 14, 1969 as Reel 2401, Image 884, and re-recorded October 15, 1969 as Reel 2496, Image 313, Alameda County Records. APN: 092A-1036-033-03 (Portion)

PARCEL 5:

The Southwest 65.5 feet of the Northeastern 72.5 feet of Lot 5, in Block H, as said lot and block are shown on the Map entitled, "Map showing the Subdivision of Part of the Villa Lots of the Town of Newark", filed August 23, 1911 in Book 26 of Maps at Page 43, Alameda County Records.

Excepting therefrom the Northwesterly 30 feet thereof.

Excepting therefrom that portion contained in the Deed to Everett Milani and Marjorie Milani, his wife as joint tenants, recorded October 1, 1957, Book 8482, Page 341, Alameda County Records.

APN: 092A-1036-033-02 (Portion)

PARCEL 6:

That portion of the Northwesterly half of the following described property which is contiguous with the Southeasterly lines of the Parcels 3, 4 and 5 as hereinabove described.

Being the 16 foot alley way running through Block H, as showing on the Map entitled, "Subdivision of Part of the Villa Lots of the Town of Newark", filed August 23, 1911 in Book 26 of Maps at Page 43, Alameda County Records, as vacated in the Resolution #22183, recorded August 17, 1928, Book 1934, Page 217, Alameda County Records.

APN: 092A-1036-033-03 (Remainder)

PARCEL 7:

Portion of Lot 3 in Block "H", as said lot and block are shown on the "Map showing the Subdivision of a Part of the Villa Lots of the Town of Newark, Alameda County, Cal", filed August 23, 1911 in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at the Western corner of the 2.573 acre parcel of land described in the Deed by Louis T. Rassier and Rose Marie Rassier to City of Newark, dated March 26, 1964, recorded May 1, 1964 on Reel 1191, Image 792, (AW/69496) Alameda County Records; running thence along the direct extension Northwesterly of the Southwestern line of said 2.573 acre parcel, North 56° 58′ West 145.05 feet to the Northwestern line of the parcel of land conveyed by Edward F. Smith and Deolinda M. Smith to William A. Nunes and Pauline I. Nunes, dated January 26, 1946, recorded January 29, 1946 in Book 4829 of Official Records of Alameda County, Page 239, (TT/7874); thence along the last mentioned line, South 33° West 18.39 feet to the Southwestern line of said last mentioned parcel of land; thence along the last mentioned line, and its direct extension Southeasterly, South 56° 58′ East 145.05 feet to the Northwestern line of the 11.836 acre parcel of land described in the Deed by Louis T. Rassier and Rose Marie Rassier to City of Newark, dated March 26, 1964, recorded May 1, 1964 on Reel 1191, Image 787, (AW/69495) Alameda County Records; thence along the last mentioned line, North 39° East 18.39 feet to the point of beginning.

APN: 092A-1036-034-01

PARCEL 8:

Portion of Lot 25, in Block "I", as said lot and block are shown on the "Map showing the Subdivision of a part of the Villa Lots of the Town of Newark", filed August 23, 1911, in Book 36 of Maps, Page 43, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the centerline of Baine Avenue, distant thereon South 33° West, 993.20 feet from the centerline of Birch Road, as said avenue and road are shown on said map; running thence along said line of Baine Avenue, South 33° West 64.00 feet; thence North 56° 58′ West, 155.50 feet; thence North 33° East, 64.00 feet; thence South 56° 58′ East 155.50 feet to the point of beginning.

APN: 092A-1045-013-11 (Portion)

PARCEL 9:

Lot 24, in Block "I", as said lot and block are shown on the "Map showing the subdivision of a part of the Villa Lots of Town of Newark, Alameda County, Cal.", filed August 23, 1911, in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County.

APN: 092A-1015-013-11 (Portion)

PARCEL 10:

Lot 8 and a portion of Lots 7, 9, 25 and 26, in Block "I", as said lots and block are shown on the "Map showing the subdivision of a part of Villa Lots of the Town of Newark, Alameda County, Cal.", filed August 23, 1911 in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County, described as follows:

Begin at a point on the centerline of Baine Avenue, as shown on said map, distant thereon North 33° East 64.00 feet from the Southwestern line of said Lot 25; run then North 56° 58′ West 155.50 feet; thence South 33° West 64 feet to the Southwestern line of said Lot 25; then along the last named line, North 56° 58′ West 183.73 feet to Southeastern line of said Lot 9; then along the last named line, South 33° West 111.12 feet to the Northeastern line of the land described in the Deed to John S. Oliveira, et ux, recorded January 16, 1952 in Book 6635 of Official Records of Alameda County, Page 177, AG/4196; then along the last named line, North 56° 58′ West 339 feet, more or less, to the Northwestern line of said Lot 9; thence along the last named line and the direct extension thereof, North 33° East 295.12 feet to the Southwestern line of the land described in the Deed to Louis T. Rassier, et ux, recorded October 1, 1954, in Book 7439 of Official Records of Alameda County, Page 499 AJ/88541; then along the last named line South 56° 58′ East 695.34 feet to said centerline of Baine Avenue; and then along the last named line South 33° West 120 feet to the point of beginning. APN: 092A-1045-013-11 (Portion)

PARCEL 11:

Lots 27 to 31 inclusive, and a portion of Lots 24, 25 and 26 in Block "H", and Lots 2 to 8, inclusive, Lots 26 to 30, inclusive and a portion of Lots 9 and 25 in Block Lettered "I", as said lots and blocks are shown on the "Map Showing Subdivision of a part of the Villa Lots of the Town of Newark, Alameda County, Cal.", filed August 23, 1911 in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the center line of Baine Avenue, as shown on said map, distant thereon North 33° East 64 feet from the Southwestern line of Lot 25 in said Block Lettered "I"; running thence North 56° 58′ West, 155.50 feet; thence South 33° West 64 feet to the Southwestern line of said Lot 25; thence along the last named line North 56° 58′ West 183.73 feet to the Southeastern line of said Lot 9; thence along the last named line South 33° West 111.12 feet to the Northeastern line of the parcel of land described in the Deed by Rose Enciso to John S. Oliveira and wife, dated December 17, 1951, recorded January 16, 1952 in Book 6635 of Official Records of Alameda County, Page 177; thence along the last named line North 56° 58′ West 469.23 feet to the most Eastern corner of the parcel of land described in the Deed by Otto Zorns and Marie Zorns to Thomas C. Gunn and Anna L. Gunn, dated October 25, 1939, recorded November 10, 1939 in Book 3848 of Official Records of Alameda County, Page 106, under Recorder's Series No. KK/53962; thence along the Northeastern line of said Gunn Parcel, and along the direct extension thereof North 61° 31′ 15″ West 147.34 feet to the Southeastern line of the parcel of land described in the Deed by Otto Zorns and Marie Zorns to Satoru Nakamura, dated July 31, 1945, recorded August 17, 1945 in Book 4770 of said Official Records, Page 72, under Recorder's Series No. SS/52603; thence along the last named line North 33° East 263.55 feet to the Northeastern line of the land described in said last mentioned Deed; thence along the last named line North 56° 58′ West 48.16 feet to the Northwestern line of Lot 26 in said Block "H"; thence along the Northwestern line of said Lots 26, 27, 28, 29, 30 and 31 in said Block "H", North 33° East 752.16 feet to the Northeastern line of said Lot 31; thence along the last named line South 56° 58′ East 325.04 feet to the Northwestern line of Lot 2 in said Block Lettered "I"; thence along the last named line North 33° East 5.94 feet to the Northeastern line of said Lot 2; thence along the last named line South 56° 58′ East 339.23 feet to the Southeastern line of said Lot 2; thence along the last named line South 33° West 128.40 feet to the Northeastern line of Lot 30 in said Block Lettered "I"; thence along the last named line

South 56° 58′ East 339.23 feet to said center line of Baine Avenue; thence along the last named line South 33° West 706.40 feet to the point of beginning.

Excepting therefrom that portion described in the Deed to Louis T. Rassier, et ux, recorded October 1, 1954, Instrument No. AJ86541, Official Records.

Also Excepting therefrom that portion described in the Final Order of Condemnation entered July 18, 1969 in the Superior Court of the State of California in and for the County of Alameda in the matter of the City of Newark, a municipal vs. Rose Enciso, et al, Case No. H12782, a certified copy of which recorded July 22, 1969, Instrument No. BA 81422, Reel 2444, Image 147, Official Records.

APN: 092A-1045-013-11 (Remainder)

EXHIBIT B

DESCRIPTION OF THE FACILITY

Fire Station

Fire Station 28, operated by the Alameda County Fire Department, opened in 2005 and is approximately 13,500 square feet. The former Newark Fire Station #1, this station is maintained by a crew of three firefighters that staff a Quint (a piece of fire apparatus that combines the features of a ladder truck and a fire engine and is capable of performing 5 functions:: pumping water, carrying a water supply (water tank), performing aerial operations (aerial ladder), carrying a ground ladder compliment, and carrying a compliment of fire hose) and one Battalion Chief.

The Project

- A new 25,200 square foot, two-story, City Administration Building. The building will be a steel framed structure with stucco exterior.

- A new 25,760 square foot, two-story Library Building. The building will be a steel framed structure with stucco exterior.

- A new 26,180 square foot, single-story Police Building. The building will be a steel framed structure with stucco exterior.

- Demolition of the existing 32,000 square foot, seven-story building City Administration Building (building currently houses City administrative functions and the police department).

- On-site improvements.

- Off-site improvements (including sidewalks, street median reconfigurations, and traffic signal).

LEASE AGREEMENT

Dated as of September 1, 2019

by and between the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, as Lessor

and the

CITY OF NEWARK, as Lessee

(2019 Financing Project)

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), dated for convenience as of September 1, 2019, by and between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the CITY OF NEWARK, a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State of California, as lessee (the "City");

W I T N E S S E T H :

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of September 1, 2019 (the "Site and Facility Lease"), the City has leased those certain parcels of real property situated in Alameda County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements situated in Alameda County, State of California, more particularly described in Exhibit B attached hereto and made a part hereof (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the City to (a) refinance its obligations with respect to the outstanding Certificates of Participation (2002 Silliman Community Activity Center/Old Town Fire Station Project) (the "2202 Certificates"), (b) refinance its obligations under a lease agreement entered into in 2012 (the "2012 Lease Agreement"), and (c) finance a portion of the costs of the construction, furnishing and equipping of the new Newark Civic Center (the "Project").

WHEREAS, the Corporation proposes to lease the Property to the City pursuant to this Lease Agreement and to assign its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the City, to MUFG Union Bank, N.A., as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of September 1, 2019, by and between the Corporation and the Trustee;

WHEREAS, pursuant to that certain Trust Agreement, dated as of September 1, 2019, by and among the City, the Corporation and the Trustee, the Trustee will execute and deliver certificates of participation (the "Certificates") in the Lease Payments; and

WHEREAS, the proceeds of the Certificates, together with other available moneys, will be applied by the City to (a) redeem the 2002 Certificates, (b) prepay the 2012 Lease Agreement, (c) finance the Project, (d) fund a reserve fund for the Certificates, (e) capitalize interest with respect to a portion of the Certificates through June 1, 2022, and (f) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates;

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Lease Agreement shall have the respective meanings specified in Section 1.01 of the Trust Agreement, dated as of September 1, 2019, by and among the City, the Corporation and the Trustee.

Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.3. Exhibits. The following exhibits are attached to, and by this reference made a part of, this Lease Agreement:

Exhibit A: The description of the Site.

Exhibit B: The description of the Facility.

Exhibit C: The schedule of Lease Payments to be paid by the City hereunder with respect to the Property, showing the Lease Payment Date and amount of each such Lease Payment.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Corporation as follows:

(a) *Due Organization and Existence*. The City is a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State.

(b) *Authorization*. The laws of the State authorize the City to enter into the Site and Facility Lease, this Lease Agreement, the 2002 Escrow Agreement, the 2012 Escrow Agreement and the Trust Agreement and to enter into the transactions contemplated by and to carry out the City's obligations under all of the aforesaid agreements. The City has duly authorized and executed all of the aforesaid agreements and such agreements constitute the legal, valid and binding agreements of the City, enforceable against the City in accordance with their respective terms.

(c) *No Violations*. Neither the execution and delivery of the Site and Facility Lease, this Lease Agreement, the 2002 Escrow Agreement, the 2012 Escrow Agreement or the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the City, or upon the Property, except Permitted Encumbrances.

(d) *Execution and Delivery*. The City has duly authorized and executed the Site and Facility Lease, this Lease Agreement, the 2002 Escrow Agreement, the 2012 Escrow Agreement and the Trust Agreement in accordance with all applicable laws.

Section 2.2. Representations, Covenants and Warranties of Corporation. The Corporation represents, covenants and warrants to the City as follows:

(a) *Due Organization and Existence*. The Corporation is a nonprofit public benefit corporation, organized and existing under and by virtue of the laws of the State; has power to enter into the Site and Facility Lease, this Lease Agreement, the Assignment Agreement and the Trust Agreement; is possessed of full power to own and hold, improve and equip real and personal property and to lease and sell the same; has duly authorized the execution and delivery of all of the aforesaid agreements and such agreements constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(b) *No Encumbrances*. The Corporation will not pledge the Lease Payments or other amounts derived from the Property and from its other rights under this Lease Agreement and will not mortgage or encumber the Property, except as provided under the terms of this Lease Agreement and the Trust Agreement.

(c) *No Violations*. Neither the execution and delivery of the Site and Facility Lease, this Lease Agreement, the Assignment Agreement or the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms,

conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Property, except Permitted Encumbrances.

(d) *No Assignments*. Except as provided herein, the Corporation will not assign this Lease Agreement, its right to receive Lease Payments from the City or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(e) *Execution and Delivery*. The Corporation has duly authorized and executed this Lease Agreement in accordance with all applicable laws.

ARTICLE III

DEPOSIT OF MONEYS

Section 3.1. Deposit of Moneys. On the Closing Date, the Corporation shall cause to be deposited with the Trustee the net proceeds of sale of the Certificates. Amounts required to pay Delivery Costs shall be deposited in the Delivery Costs Fund, an amount equal to capitalized interest with respect to a portion of the Certificates through June 1, 2022, shall be deposited in the Lease Payment Fund, an amount equal to the Reserve Requirement shall be deposited in the Reserve Fund, the amount estimated to be required to pay Project Costs shall be deposited in the Project Fund, the amount required to redeem the 2002 Certificates shall be transferred to the Escrow Bank for deposit in the 2002 Escrow Fund, and the amount required to prepay the 2012 Lease Agreement shall be transferred to the Escrow Bank for deposit in the 2012 Escrow Fund.

Section 3.2. Payment of Project Costs. Payment of Project Costs shall be made from the moneys deposited in the Project Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Section 3.02 of the Trust Agreement.

Section 3.3. City to Act as Agent of the Corporation.

(a) *Appointment of City*. The Corporation hereby appoints the City as its agent to carry out all phases of the construction of the Project, and the City, as agent of the Corporation, assumes all rights, duties, responsibilities and liabilities of the Corporation regarding construction, except as limited herein.

(b) *Contracts, Bids and Payments*. The City, as agent of the Corporation, may enter into any purchase order, agreement or contract required for construction of the Project upon being assured that moneys sufficient for the payment thereof are then on deposit in the Project Fund or other available moneys of the City. The benefits of all bids received by the City for the Project shall be and shall be deemed to be assigned by the City to the Corporation.

(c) *Project Description*. The City, as agent of the Corporation, shall have the right to make any changes in the description of the Project or of any component thereof whenever the City deems such changes to be necessary and appropriate.

(d) *Supervision of Construction*. The City, as agent of the Corporation, shall have sole responsibility for, and shall supervise construction of the Project. The City shall monitor the performance by any vendor to the extent the City deems appropriate. The City shall permit the Corporation or its assignee to inspect the Project at any and all reasonable times which are deemed appropriate by the Corporation or its assignee.

(e) *Enforcement of Contracts*. The Corporation hereby assigns to the City all rights and powers to enforce and execute in its own name or the name of the Corporation such purchase orders or contracts as are required for the Project which enforcement may be at law or in equity; *provided, however*, that the assignment made by the Corporation herein shall not prevent the Corporation or its assignee from asserting said rights and powers in its own behalf following written notice to the City.

(f) *Fixed Price*. The Corporation shall not be responsible for payment of, nor shall it pay nor permit to be paid by the Trustee pursuant to the Trust Agreement, any amount for the Project in excess of the amount available therefor in the Project Fund held by the Trustee pursuant to the Trust Agreement. The City shall pay said excess amount to the extent of lawfully available funds.

(g) *Inspection of Records*. The Corporation shall have the right to inspect periodically the books and records of the City relating to the Project, and the City shall permit the Corporation to make such inspections thereof at all reasonable times as the City shall deem appropriate.

(h) *Time of Completion and Liquidated Damages*. The construction of the Project shall be completed by the date specified in Section 4.2 of this Lease Agreement. It is agreed that if the City does not cause the construction of the Project by such date by the vendor(s) thereof, the City shall assess liquidated damages against such vendor(s) for each day delivery is delayed in the amount of the Lease Payments the City is obligated to make to the Corporation under the Lease Agreement for the portion of the Project in question, prorated to obtain a daily rate, such damages to be transferred to the Trustee for deposit to the Lease Payment Fund.

(i) *Specifications*. The City agrees that it will assure that the Project will be constructed in accordance with final plans and specifications approved by the City. Upon completion of construction of the Project, the City will assure that there is filed with the Trustee a certificate executed by a City Representative and stating that such construction has been completed in accordance with specifications therefor approved by the City.

(j) *Nondiscrimination*. Each contract entered into between the City, as the agent for the Corporation, and any vendor shall provide that such vendor shall not discriminate against any other vendor or any employee or applicant for employment because of the race, religious creed, color, national origin, or sex of such person, unless based upon a bona fide occupational qualification. In addition, in determining vendors, or in employing persons, if any, for the purposes of construction of the Project, the City shall not discriminate on the basis of race, religious creed, color, national origin, or sex of such person, unless based upon a bona fide occupational qualification.

(k) *Performance Security*. The City shall require the provision of bid bonds or performance bonds in such percentage of the bid or contract price as it deems desirable in advertising for and in awarding contracts or making purchase orders.

Section 3.3. Payment of Delivery Costs. Payment of Delivery Costs shall be made from the moneys deposited in the Delivery Costs Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Section 3.03 of the Trust Agreement.

ARTICLE IV

AGREEMENT TO LEASE; TERM OF THIS LEASE AGREEMENT; LEASE PAYMENTS

Section 4.1. Lease.

(a) the Corporation hereby leases the Property to the City, and the City hereby leases the Property from the Corporation, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the City to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the City's leasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term of Agreement. The Term of the Lease Agreement shall commence on the Closing Date, and shall end on June 1, 2042, unless such term is extended as hereinafter provided. If, on June 1, 2042, the Trust Agreement shall not be discharged by its terms or if the Lease Payments or Additional Payments, if any, payable hereunder shall have been abated at any time and for any reason, then the Term of the Lease Agreement shall be extended without the need to execute any amendment to this Section 4.2 until there has been deposited with the Trustee an amount sufficient to pay all obligations due under the Lease Agreement, but in no event shall the Term of the Lease Agreement extend beyond June 1, 2052. If, prior to June 1, 2042, the Trust Agreement shall be discharged by its terms, the Term of the Lease Agreement shall thereupon end.

Section 4.3. Possession. The City hereby agrees to accept and take possession of the Property on or prior to the date of recordation of this Lease Agreement.

Section 4.4. Lease Payments.

(a) *Obligation to Pay*. Subject to the provisions of Articles VI and X hereof, the City agrees to pay to the Corporation, its successors and assigns, as rental for the use and occupancy of the Property during each Rental Period, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Exhibit C hereto, to be due and payable on the respective Lease Payment Dates specified in Exhibit C hereto. Any amount held in the Lease Payment Fund on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to Article X hereof and other than amounts required for payment of Certificates not yet surrendered) shall be credited towards the Lease Payment then due and payable; and no Lease Payment need be made on any Lease Payment Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be paid. The Lease Payments for the Property payable in any Rental Period shall be for the use of the Property for such Rental Period.

(b) *Effect of Prepayment*. In the event that the City prepays all remaining Lease Payments and all Additional Payments due under Section 4.7 hereof in full pursuant to Article X hereof, subject to Section 4.2 hereof, the City's obligations under this Lease Agreement shall thereupon cease and terminate including, but not limited to, the City's obligation to pay Lease Payments under this Section 4.4; subject however, to the provisions of Section 10.1 hereof in the case of prepayment by application of a security deposit. In the event that the City optionally prepays the Lease Payments in part but not in whole pursuant to Section 10.2 hereof or pursuant to Section 10.3 hereof as a result of any insurance or condemnation award with respect to any portion of the Property, such prepayment shall be credited entirely towards the prepayment of

the Lease Payments as follows: (i) the principal components of each remaining Lease Payment shall be reduced in such order as shall be selected by the City in integral multiples of $5,000; and (ii) the interest component of each remaining Lease Payment shall be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Certificates thereby redeemed pursuant to Sections 4.01(a) or (b), as the case may be, of the Trust Agreement.

(c) *Rate on Overdue Payments*. In the event the City should fail to make any of the payments required in this Section 4.4, the payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date of default to the date of payment at the rate per annum payable with respect to the Certificates. Such interest, if received, shall be deposited in the Lease Payment Fund or in the Reserve Fund to replenish the Reserve Fund if withdrawals were made therefrom as a result of the default.

(d) *Fair Rental Value*. The Lease Payments for each Rental Period shall constitute the total rental for each such Rental Period and shall be paid by the City in each Rental Period for and in consideration of the right of the use and occupancy and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments for the Property represent the fair rental value of the Property. In making such determination, consideration has been given to the obligations of the parties under this Lease Agreement, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

(e) *Source of Payments; Budget and Appropriation*. Lease Payments and Additional Payments shall be payable from any source of available funds of the City, subject to the provisions of Articles VI and X hereof.

The City covenants to take such action as may be necessary to include all Lease Payments and Additional Payments due hereunder in each of its budgets during the Term of the Lease Agreement and to make the necessary annual appropriations for all such Lease Payments and for Additional Payments due under Section 4.7 hereof. To that end, the Council shall direct budgetary staff to include in each annual budget proposal to the Council an appropriation sufficient to pay Lease Payments and Additional Payments. The City hereby expresses its present intent to appropriate Lease Payments and Additional Payments due under Section 4.7 hereof during the Term of the Lease Agreement. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City.

(f) *Assignment*. The City understands and agrees that all Lease Payments have been assigned by the Corporation to the Trustee in trust, pursuant to the Assignment Agreement, for the benefit of the Owners of the Certificates, and the City hereby assents to such assignment. The Corporation hereby directs the City, and the City hereby agrees to pay to the Trustee at the Designated Corporate Trust Office, all payments payable by the City pursuant to this Section 4.4 and all amounts payable by the City pursuant to Article X hereof.

Section 4.5. Quiet Enjoyment. During the Term of the Lease Agreement, the Corporation shall provide the City with quiet use and enjoyment of the Property and the City shall, during such Term, peaceably and quietly have and hold and enjoy the Property without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease Agreement. The

Corporation will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Property as provided in Section 7.2. hereof.

Section 4.6. Title. During the Term of the Lease Agreement, the Corporation shall hold leasehold title to the Property and the City shall hold fee title to those portions of the Property which are newly acquired or constructed and any and all additions which comprise fixtures, repairs, replacements or modifications to the Property, except for those fixtures, repairs, replacements or modifications which are added to the Property by the City at its own expense and which may be removed without damaging the Property and except for any items added to the Property by the City pursuant to Section 5.9 hereof.

If the City prepays the Lease Payments in full pursuant to Article X hereof or makes the security deposit permitted by Section 10.1 hereof, or pays all Lease Payments during the Term of the Lease Agreement as the same become due and payable, subject to Section 4.2 hereof, and pays Additional Payments, if any, all right, title and interest of the Corporation in and to the Property shall be terminated. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer of title.

Section 4.7. Additional Payments. In addition to the Lease Payments, the City shall pay when due the following Additional Payments:

(a) Any fees and expenses incurred by the City in connection with or by reason of its leasehold estate in the Property as and when the same become due and payable.

(b) Any amounts due to the Trustee pursuant to the Trust Agreement for all services rendered under the Trust Agreement and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Trust Agreement.

(c) Any reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the City, the Corporation or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Lease Agreement or the Trust Agreement.

(d) Any reasonable out-of-pocket expenses of the City in connection with the execution and delivery of this Lease Agreement or the Trust Agreement, or in connection with the execution and delivery of the Certificates, including any and all expenses incurred in connection with the authorization, execution, sale and delivery of the Certificates, or incurred by the Corporation in connection with any litigation which may at any time be instituted involving this Lease Agreement, the Trust Agreement, the Certificates or any of the other documents contemplated hereby or thereby, or incurred by the Corporation in connection with the Continuing Disclosure Certificate, or otherwise incurred in connection with the administration thereof.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; USE LIMITATIONS; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of the Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property shall be the responsibility of the City and the City shall pay, or otherwise arrange, for the payment of all utility services supplied to the Property which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the City under the terms of this Lease Agreement.

The City shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the City affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of the Lease Agreement as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items, the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation. The City shall provide the Corporation with written notice of any such contest and shall provide such updates on the contest as the Corporation may reasonably request.

Section 5.2. Modification of Property. The City shall, at its own expense, have the right to remodel the Property or to make additions, modifications and improvements to the Property. All additions, modifications and improvements to the Property shall thereafter comprise part of the Property and be subject to the provisions of this Lease Agreement. Such additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature, cause the interest component of Lease Payments to be subject to federal income taxes or cause the Property to be used for purposes other than those authorized under the provisions of State and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto pursuant to this Section 5.2, shall be of a value which is not substantially less than the value of the Property immediately prior to the making of such additions, modifications and improvements. The City will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the City pursuant to this Section 5.2; provided that if any such lien is established and the City shall first notify the Corporation of the City's intention to do so, the City may in good faith contest any lien filed or established against the Property, and in such

event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Corporation. The Corporation will cooperate fully in any such contest, upon the request and at the expense of the City.

Section 5.3. Public Liability and Property Damage Insurance. The City shall maintain or cause to be maintained, throughout the Term of the Lease Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the Corporation, the City and the Trustee and their respective members, officers, agents and employees. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City, and may be maintained through a nonprofit public benefit corporation created for such purpose or in the form of self-insurance by the City. Said policy or policies shall provide for indemnification of said parties against direct or consequential loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Said policy or policies shall provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of $100,000 (subject to a deductible clause of not to exceed $5,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City and may be maintained in the form of insurance maintained through a nonprofit public benefit corporation created for such purpose or in the form of self-insurance by the City. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.4. Fire and Extended Coverage Insurance; No Earthquake Insurance. The City shall maintain, or cause to be maintained throughout the Term of the Lease Agreement, insurance against loss or damage to any part of the Property constituting structures, if any, by fire and lightning, with extended coverage and vandalism and malicious mischief insurance; provided, however, that the City shall not be required to maintain earthquake insurance with respect to the Property. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to one hundred percent (100%) of the replacement cost of such portion of the Property, if any. Such insurance may be subject to deductible clauses of not to exceed $100,000 for any one loss. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried by the City and may be maintained in whole or in part in the form of insurance maintained through a nonprofit public benefit corporation created for such purpose. The Net Proceeds of such insurance shall be applied as provided in Section 6.2(a) hereof. The City may not satisfy the requirements of this Section 5.4 for fire and extended coverage insurance with self-insurance.

Section 5.5. Rental Interruption Insurance. The City shall maintain, or cause to be maintained, throughout the Term of the Lease Agreement rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any part of the Property during the Term of the Lease Agreement as a result of any of the hazards covered in the insurance required by Section 5.4 hereof, if any, in an amount at least equal to two times maximum annual Lease Payments. The Net Proceeds of such insurance shall be paid to the Trustee and deposited in the Lease Payment Fund and shall be credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable. Such insurance may be

maintained as part of or in conjunction with any other insurance carried by the City and may be maintained in whole or in part in the form of insurance maintained through a joint exercise of powers entity created for such purpose.

Section 5.6. Title Insurance.

(a) The City shall provide, from moneys in the Delivery Costs Fund or at its own expense, on the Closing Date, an CLTA title insurance policy in the amount of not less than the principal amount of the Certificates, insuring the City's fee and leasehold estate in the Property, subject only to Permitted Encumbrances.

(b) The Net Proceeds of such title insurance shall be applied as provided in Section 6.2(c) hereof.

Section 5.7. Insurance Net Proceeds; Form of Policies. Each policy or other evidence of insurance required by Sections 5.3, 5.4, 5.5 and 5.6 hereof shall provide that all proceeds thereunder shall be payable to the Trustee as and to the extent required hereunder, shall name the Trustee as an additional insured and shall be applied as provided in Section 6.2 hereof. Insurance must be provided by an insurer rated "A" or better by S&P or A.M. Best Company. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease Agreement. All policies evidencing required insurance shall provide thirty (30) days' prior written notice to the Corporation, the City and the Trustee of any cancellation, reduction in amount or material change in coverage. The Trustee shall not be responsible for the sufficiency of any insurance herein required, including any forms of self-insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss. The City shall cause to be delivered annually on or before each July 1 to the Trustee a certification, signed by a City Representative, stating compliance with the provisions of Section 5.3 through 5.7 of this Lease Agreement. The Trustee shall be entitled to rely on such certification without independent investigation. The City shall have the adequacy of any insurance reserves maintained by the City or by a nonprofit public benefit corporation, if applicable, for purposes of the insurance required by Section 5.3, 5.4 and 5.5 hereof reviewed at least annually, on or before each July 1, by an independent insurance consultant and shall maintain reserves in accordance with the recommendations of such consultant to the extent moneys are available for such purpose and not otherwise appropriated.

Section 5.8. Advances. If the City shall fail to perform any of its obligations under this Article V, the Corporation or the Trustee may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as soon as possible, with interest at a rate equal to the rate then payable with respect to the Certificates from the date of the advance to the date of repayment.

Section 5.9. Installation of City's Equipment. The City may, at any time and from time to time in its sole discretion and at its own expense, install or permit to be installed items of equipment or other personal property in or upon any portion of the Property. All such items shall remain the sole property of the City in which neither the Corporation nor the Trustee shall have any interest and may be modified or removed by the City at any time provided that the City shall repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement shall prevent the City from purchasing or leasing items to be installed pursuant to this Section 5.9 under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for

the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Property.

Section 5.10. Liens. The City shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than the respective rights of the Corporation and the City as provided herein and Permitted Encumbrances. Except as expressly provided in this Article V, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Private Activity Bond Limitation. The City shall assure that proceeds of the Certificates are not so used as to cause the Certificates or the Lease Agreement to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

Section 5.12. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Certificates or the Lease Agreement to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Section 5.13. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Certificates and the Lease Agreement.

Section 5.14. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Certificates which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Certificates or the Lease Agreement to be "arbitrage bonds" within the meaning of section 148 of the Code.

Section 5.15. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest with respect to the Certificates from the gross income of the Owners of the Certificates to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

Section 5.16. No Condemnation. The City hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the City will not exercise the power of condemnation with respect to the Property. The City further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the City should fail or refuse to abide by such covenant and condemns the Property, the appraised value of the Property shall not be less than the greater of (i) if the Certificates are then subject to redemption, the principal and interest components of the Certificates Outstanding through the date of their redemption, or (ii) if the Certificates are not then subject to redemption, the amount necessary to defease the Certificates to the first available redemption date in accordance with the Trust Agreement.

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain.

(a) If all of the Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments as a result of the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the City and the Corporation, and so certified to by the parties to the Trustee, such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property, except to the extent of special funds, such as amounts in the Reserve Fund available for the payment of Lease Payments.

(b) The City hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the City will not exercise the power of condemnation with respect to the leased property. The City further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the City should fail or refuse to abide by such covenant and condemns the leased property, the appraised value of the leased property shall not be less than the greater of (i) if such Certificates are then subject to redemption, the principal and interest components of the Certificates outstanding through the date of their redemption, or (ii) if such Certificates are not then subject to redemption, the amount necessary to defease such Certificates to the first available redemption date in accordance with the Trust Agreement.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award*. The Net Proceeds of any insurance award resulting from any damage to or destruction of any portion of the Property constituting structures, if any, by fire or other casualty shall be paid by the City to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund held by the Trustee and applied as set forth in Section 7.01 of the Trust Agreement.

(b) *From Eminent Domain Award*. The Net Proceeds of any eminent domain award resulting from any event described in Section 6.1 hereof shall be paid by the City to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund and applied as set forth in Section 7.02 of the Trust Agreement.

(c) *From Title Insurance*. The Net Proceeds of any title insurance award shall be paid to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund and applied as set forth in Section 7.03 of the Trust Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the City of the Property or any

portion thereof (other than any portions of the Property described in Section 5.2 hereof) to the extent to be agreed upon by the City and the Corporation and communicated by a City Representative to the Trustee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed (giving due consideration to the factors identified in the last sentence of Section 4.4(d)), based upon any appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as communicated by a City Representative to the Trustee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the City waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Reserve Fund, if cash funded, and/or the Insurance and Condemnation Fund and/or the Lease Payment Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments. If an abatement event has occurred but remedied, the City shall be required to extend the Term of this Lease Agreement, as described in Section 4.2, so that amounts abated are recouped.

ARTICLE VII

DISCLAIMER OF WARRANTIES; ACCESS; INDEMNIFICATION

Section 7.1. Disclaimer of Warranties. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY. IN NO EVENT SHALL THE CORPORATION OR ITS ASSIGNS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SITE AND FACILITY LEASE, THIS LEASE AGREEMENT OR THE TRUST AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE CITY'S USE OF THE PROPERTY.

Section 7.2. Access to the Property. The City agrees that the Corporation and any City Representative, and the Corporation's successors or assigns, shall have the right at all reasonable times to enter upon and to examine and inspect the Property. The City further agrees that the Corporation, any City Representative, and the Corporation's successors or assigns, shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the City to perform its obligations hereunder.

Section 7.3. Release and Indemnification Covenants. The City shall and hereby agrees to indemnify and save the Corporation and the Trustee and their officers, agents, directors, employees, successors and assigns harmless from and against all charges, costs, claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Property by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement or the Trust Agreement, (iii) any act or omission of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (iv) any act or omission of any sublessee of the City with respect to the Property, (v) the authorization of payment of Project Costs, or (vi) the authorization of payment of the Delivery Costs. Such indemnification shall include the costs and expenses of defending any claim or liability arising under this Lease Agreement or the Trust Agreement and the transactions contemplated thereby. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct, negligence or breach of duty under this Lease Agreement by the Corporation, its officers, agents, directors, employees, successors or assigns.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 8.1. Assignment by the Corporation. The Corporation's rights under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the City under this Lease Agreement (but except for its rights to give consents and approvals hereunder), have been assigned to the Trustee pursuant to the Assignment Agreement.

Section 8.2. Assignment and Subleasing by the City. This Lease Agreement may not be assigned by the City. The City may sublease the Property or any portion thereof, but only with the written consent of the Corporation and subject to, and delivery to the Corporation and the Trustee of a certificate as to, all of the following conditions:

(a) This Lease Agreement and the obligation of the City to make Lease Payments hereunder shall remain obligations of the City;

(b) The City shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Trustee a true and complete copy of such sublease;

(c) No such sublease by the City shall cause the Property to be used for a purpose other than as may be authorized under the provisions of the Constitution and laws of the State; and

(d) The City shall furnish the Corporation and the Trustee with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such sublease does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes.

Section 8.3. Amendment of Lease Agreement.

(a) *Substitution of Site or Facility*. The City shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to substitute other land (a "Substitute Site") and/or a substitute facility (a "Substitute Facility") for the Site (the "Former Site"), or a portion thereof, and/or the Facility (the "Former Facility"), or a portion thereof, provided that the City shall satisfy all of the following requirements (to the extent applicable) which are hereby declared to be conditions precedent to such substitution:

(i) If a substitution of the Site, the City shall file with the Corporation and the Trustee an amended Exhibit A to the Site and Facility Lease which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

(ii) If a substitution of the Site, the City shall file with the Corporation and the Trustee an amended Exhibit A to this Lease Agreement which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

(iii) If a substitution of the Facility, the City shall file with the Corporation and the Trustee an amended Exhibit B to the Site and Facility Lease which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;

(iv) If a substitution of the Facility, the City shall file with the Corporation and the Trustee an amended Exhibit B to this Lease Agreement which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;

(v) The City shall certify in writing to the Corporation and the Trustee that such Substitute Site and/or Substitute Facility serve the purposes of the City, constitutes property that is unencumbered, subject to Permitted Encumbrances, and constitutes property which the City is permitted to lease under the laws of the State;

(vi) The City delivers to the Corporation and the Trustee an Officer's Certificate of the City based on insurance values or any other reasonable basis of valuation received by the City (which need not require an appraisal) that the value of the Property following such substitution is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee that the indemnification provided pursuant to Section 11.03 of the Trust Agreement applies with respect to the Substitute Site and/or Substitute Facility;

(vii) The Substitute Site and/or Substitute Facility shall not cause the City to violate any of its covenants, representations and warranties made herein and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee;

(viii) The City shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which adds thereto a description of the Substitute Site and deletes therefrom the description of the Former Site;

(ix) The City shall provide notice of the substitution to any rating agency then rating the Certificates which rating was provided at the request of the City or the Corporation; and

(x) The City shall furnish the Corporation and the Trustee with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such substitution does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes.

(b) *Release of Site*. The City shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Site, provided that the City shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such release:

(i) The City shall file with the Corporation and the Trustee an amended Exhibit A to the Site and Facility Lease which describes the Site, as revised by such release;

(ii) The City shall file with the Corporation and the Trustee an amended Exhibit A to this Lease Agreement which describes the Site, as revised by such release;

(iii) The City delivers to the Corporation and the Trustee an Officer's Certificate of the City based on insurance values or any other reasonable basis of valuation received by the City (which need not require an appraisal) that the value of the Property, as revised by such release, is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee and the Corporation that the indemnification provided pursuant to Section 11.03 of the Trust Agreement applies with respect to the Site, as revised by such release;

(iv) Such release shall not cause the City to violate any of its covenants, representations and warranties made herein and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee;

(v) The City shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which describes the Site, as revised by such release; and

(vi) The City shall provide notice of the release to any rating agency then rating the Certificates which rating was provided at the request of the City or the Corporation.

(c) *Release of Facility*. The City shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Facility, provided that the City shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such release:

(i) The City shall file with the Corporation and the Trustee an amended Exhibit B to the Site and Facility Lease which describes the Facility, as revised by such release;

(ii) The City shall file with the Corporation and the Trustee an amended Exhibit B to this Lease Agreement which describes the Facility, as revised by such release;

(iii) The City delivers to the Corporation and the Trustee an Officer's Certificate of the City based on insurance values or any other reasonable basis of valuation received by the City (which need not require an appraisal) that the value of the Property, as revised by such release, is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee and the Corporation that the indemnification provided pursuant to Section 11.03 of the Trust Agreement applies with respect to the Facility, as revised by such release;

(iv) Such release shall not cause the City to violate any of its covenants, representations and warranties made herein and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee; and

(v) The City shall provide notice of the release to any rating agency then rating the Certificates which rating was provided at the request of the City or the Corporation.

(d) *Generally*. The Corporation and the City may at any time amend or modify any of the provisions of this Lease Agreement, but only (i) with the prior written consent of the Owners of a majority in aggregate principal amount of the Outstanding Certificates, or (ii) without the consent of any of the Owners, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in this Lease Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, or in any other respect whatsoever as the Corporation and the City may deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments will not materially adversely affect the interests of the Owners; or

(iii) to amend any provision thereof relating to the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest with respect to the Certificates under the Code, in the opinion of Bond Counsel.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be "events of default" under this Lease Agreement and the terms "Events of Default" and "Default" shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease Agreement (including failure to request appropriation pursuant to Section 4.4(e) hereof) or under the Trust Agreement, other than as referred to in clause (a) of this Section 9.1, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Corporation, the Trustee or the Owners of not less than five percent (5%) in aggregate principal amount of Certificates then outstanding; provided, however, if the failure stated in the notice can be corrected, but not within the applicable period, the Corporation, the Trustee (as directed by such Owners of not less than 5% in aggregate principal amount of Certificates then Outstanding) and such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected.

(c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

Section 9.2. Remedies on Default. The Trustee shall have the right to re-enter and re-let the Property and to terminate this Lease Agreement.

Whenever any Event of Default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease Agreement; *provided, however*, that notwithstanding anything herein or in the Trust Agreement to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof, the Corporation may exercise any and all rights of entry and re-entry upon the Property, and also, at its option, with or without such entry, may terminate this Lease Agreement; provided, that no such termination shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. In the event of such default and notwithstanding any re-entry by the Corporation, the City shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Lease Agreement and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to the Corporation at the time and in the manner as herein provided, to wit:

(a) In the event the Corporation or the Trustee does not elect to terminate this Lease Agreement in the manner above or hereinafter provided for in subparagraph (b) hereof, the

City agrees to and shall remain liable for the payment of all Lease Payments and Additional Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, in the event the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments and Additional Payments to the end of the Term of the Lease Agreement, but said Lease Payments and Additional Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments and Additional Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Corporation. The City hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the City to enter upon and re-lease the Property in the event of default by the City in the performance of any covenants herein contained to be performed by the City and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place within Alameda County, for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The City hereby waives any and all claims for damages caused or which may be caused by the Corporation in re-entering and taking possession of the Property as herein provided and all claims for damages that may result from the destruction of or injury to the Property and all claims for damages to or loss of any property belonging to the City that may be in or upon the Property. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in paragraph (b) hereof.

(b) In an Event of Default hereunder, the Corporation may terminate this Lease Agreement and re-lease all or any portion of the Property. In the event of the termination of this Lease Agreement by the Corporation at its option and in the manner hereinafter provided on account of default by the City (and notwithstanding any re-entry upon the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the City nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments. Any surplus received by the Corporation from such re-leasing shall be credited towards the Lease Payments next coming due and payable. Neither notice to pay rent or to deliver up possession of the premises given pursuant to law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the City of the election on the part of the Corporation to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property and/or of the remainder of the Term of the Lease Agreement or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

Section 9.3. <u>No Remedy Exclusive</u>. No remedy herein is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given

under this Lease Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article IX it shall not be necessary to give any notice, other than such notice as may be required in this Article IX or by law.

Section 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease Agreement should default under any of the provisions hereof and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand, pay to the non-defaulting party the reasonable fees and expenses of such attorneys and such other expenses so incurred by the non-defaulting party; *provided, however*, that the Trustee shall not be required to expend its own funds for any payment described in this Section 9.4.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.6. Application of Proceeds. All net proceeds received from the re-lease or other disposition of the Property under this Article IX, and all other amounts derived by the Corporation or the Trustee as a result of an Event of Default hereunder, shall be applied in accordance with Section 13.03 of the Trust Agreement.

Section 9.7. Trustee and Certificate Owners to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article IX have been assigned by the Corporation to the Trustee under the Assignment Agreement, to which assignment the City hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners of the Certificates as provided in the Trust Agreement and herein.

Section 9.8. No Right to Terminate for Corporation Default. The City shall not have the right to terminate this Lease Agreement as a remedy for a default by the Corporation in the performance of its obligations hereunder.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the City may, on any date, secure the payment of all or a portion of the Lease Payments remaining due by an irrevocable deposit with the Trustee or an escrow holder under an escrow deposit and trust agreement as referenced in Section 14.01(b) of the Trust Agreement, of: (a) in the case of a security deposit relating to all Lease Payments, either (i) cash in an amount which, together with amounts on deposit in the Lease Payment Fund, the Insurance and Condemnation Fund and the Reserve Fund, is sufficient to pay all unpaid Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (ii) Defeasance Obligations in such amount as will, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters, together with interest to accrue thereon and, if required, all or a portion of moneys or Defeasance Obligations or cash then on deposit and interest earnings thereon in the Lease Payment Fund, the Insurance and Condemnation Fund and the Reserve Fund, be fully sufficient to pay all unpaid Lease Payments on their respective Lease Payment Dates; or (b) in the case of a security deposit relating to a portion of the Lease Payments, a certificate executed by a City Representative designating the portion of the Lease Payments to which the deposit pertains, and either (i) cash in an amount which is sufficient to pay the portion of the Lease Payments designated in such City Representative's certificate, including the principal and interest components thereof, or (ii) Defeasance Obligations in such amount as will, together with interest to be received thereon, if any, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters, be fully sufficient to pay the portion of the Lease Payments designated in the aforesaid City Representative's certificate.

In the event of a deposit pursuant to this Section 10.1 as to all Lease Payments and the payment of all fees, expenses and indemnifications owed to the Trustee, all obligations of the City under this Lease Agreement shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all payments from the deposit made by the City pursuant to this Section 10.1 and the obligations of the City pursuant to Section 5.13 hereof and title to the Property shall vest in the City on the date of said deposit automatically and without further action by the City or the Corporation. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the payments provided for by this Section 10.1 and said obligation shall thereafter be deemed to be and shall constitute the installment purchase obligation of the City for the Property. Upon said deposit, the Corporation will execute or cause to be executed any and all documents as may be necessary to confirm title to the Property in accordance with the provisions hereof. In addition, the Corporation hereby appoints the City as its agent to prepare, execute and file or record, in appropriate offices, such documents as may be necessary to place record title to the Property in the City.

Section 10.2. Prepayment Option. The Corporation hereby grants an option to the City to prepay the principal component of the Lease Payments in full, by paying the aggregate unpaid principal components of the Lease Payments as set forth in Exhibit C hereto, or in part, in a prepayment amount equal to the principal amount of Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Said option may be exercised on any date, on and after May 15, 2029. In the event of prepayment in part, the partial prepayment shall be applied against Lease Payments in such order of payment date as shall be selected by the City.

Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the City to the Trustee and which shall represent an adjustment to the schedule set forth in Exhibit C attached hereto taking into account said partial prepayment.

Section 10.3. Mandatory Prepayment from Net Proceeds of Insurance, Title Insurance or Eminent Domain. The City shall be obligated to prepay the Lease Payments, in whole on any date or in part on any Lease Payment Date, from and to the extent of any Net Proceeds of an insurance, title insurance or condemnation award with respect to the Property theretofore deposited in the Lease Payment Fund for such purpose pursuant to Article VI hereof and Article VI of the Trust Agreement. The City and the Corporation hereby agree that such Net Proceeds shall be applied first to the payment of any delinquent Lease Payments, and thereafter shall be credited towards the City's obligations under this Section 10.3. Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the City to the Trustee and which shall represent an adjustment to the schedule set forth in Exhibit C attached hereto taking into account said partial prepayment.

Section 10.4. Credit for Amounts on Deposit. In the event of prepayment of the principal components of the Lease Payments in full under this Article X, such that the Trust Agreement shall be discharged by its terms as a result of such prepayment, remaining amounts on deposit in the Lease Payment Fund or the Reserve Fund shall be credited towards the amounts then required to be so prepaid.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in first-class form with postage fully prepaid:

If to the Corporation:	Public Property Financing Corporation of California 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Attention: Treasurer Phone: (805) 267-7140
If to the City:	City of Newark 37101 Newark Boulevard Newark, CA 94560 Attention: City Manager Phone: (510) 578-4427 Email: _____
If to the Trustee:	MUFG Union Bank, N.A. 350 California Street, 17th Floor San Francisco, CA 94014 Attention: Corporate Trust Department Phone: (415) 273-2515 Fax: (415) 273-3492 with a copy to: *accountadministration-corporatetrust@unionbank.com*

The Corporation, the City and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Corporation and the City and their respective successors and assigns.

Section 11.3. Severability. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.4. Net-net-net Lease. This Lease Agreement shall be deemed and construed to be a "net-net-net lease" and the City hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 11.5. Further Assurances and Corrective Instruments. The Corporation and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intentions of this Lease Agreement.

Section 11.6. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Lease Agreement and of signature

pages by facsimile or pdf transmission shall constitute effective execution and delivery of this Lease Agreement s to the parties hereto and may be used in lieu of the original Lease Agreement and signature pages for all purposes.

Section 11.7. Applicable Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.8. Corporation and City Representatives. Whenever under the provisions of this Lease Agreement the approval of the Corporation or the City is required, or the Corporation or the City is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by a Corporation Representative and for the City by a City Representative, and each party hereto shall be authorized to rely upon any such approval or request.

Section 11.9. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease Agreement.

IN WITNESS WHEREOF, the Corporation has caused this Lease Agreement to be executed in its name by its duly authorized officers; and the City has caused this Lease Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA

By _____
Stefan A. Morton
Treasurer

CITY OF NEWARK

By _____
David Benoun
City Manager

ATTEST:

_____
Sheila Harrington
City Clerk

EXHIBIT A

DESCRIPTION OF THE SITE

The land referred to herein is situated in the State of California, County of Alameda and described as follows:

Fire Station Site

PARCEL 1:

A PARCEL OF LAND SITUATE IN NEWARK, ALAMEDA COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF ASH STREET, 80. 00 FEET IN WIDTH, WITH THE CENTERLINE OF THORNTON AVENUE, 80.00 FEET IN WIDTH, AS SAID STREET AND AVENUE ARE SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP 5177" ETC., FILED JUNE 30, 1987, IN BOOK 170 OF MAPS AT PAGES 13 AND 14 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

THENCE NORTH 68 DEGREES 16 MINUTES 30 SECONDS EAST, ALONG THE CENTERLINE OF SAID THORNTON AVENUE, A DISTANCE OF 217.73 FEET.

THENCE LEAVING SAID CENTERLINE, AT RIGHT ANGLES THERETO, SOUTH 21 DEGREES 43 MINUTES 30 SECONDS EAST, A DISTANCE OF 40.00 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID THORNTON AVENUE, SAID POINT BEING THE POINT OF BEGINNING, ALSO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, WITH A RADIUS OF 553.00 FEET AND AN INTIAL TANGENT BEARING SOUTH 28 DEGREES 16 MINUTES 56 SECONDS EAST, SAID POINT ALSO BEING 25.0 FEET DISTANT WESTERLY, MEASURED RADIALLY, FROM THE CENTERLINE OF AN EXISTING SPUR TRACK;

THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, WHICH IS PARALLEL WITH AND 25.0 FEET DISTANT WESTERLY, MEASURED RADIALLY, FROM THE CENTERLINE OF SAID SPUR TRACK, THROUGH A CENTRAL ANGLE OF 54 DEGREES 14 MINUTES 02 SECONDS AN ARC DISTANCE OF 523.45 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ASH STREET, A TANGENT TO LAST SAID POINT BEARING SOUTH 25 DEGREES 57 MINUTES 06 SECONDS WEST,

THENCE NORTH 21 DEGREES 48 MINUTES 07 SECONDS WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ASH STREET, A DISTANCE OF 347.01 FEET, TO THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 179, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN OF NEWARK" ETC FILED MAY 6, 1878, IN BOOK 17 OF MAPS AT PAGE 10 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA;

THENCE NORTH 68 DEGREES 16 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 179, AND THE SOUTHEASTERLY LINE OF LOT 2, BLOCK 179, AS SHOWN ON LAST SAID MAP, A DISTANCE OF 125.40 FEET, TO THE NORTHEASTERLY LINE OF SAID LOT 2, BLOCK 179,

THENCE NORTH 21 DEGREES 48 MINUTES 07 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, BLOCK 179, A DISTANCE OF 125.00 FEET, TO THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF THORNTON AVENUE;

THENCE NORTH 68 DEGREES 16 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID THORNTON AVENUE, A DISTANCE OF 52.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO.

PARCEL 2:

ALL OF LOT 1, BLOCK 179, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN OF NEWARK" ETC, FILED MAY 6, 1878, IN BOOK 17 OF MAPS AT PAGE 10 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

EXCEPTING THEREFROM, ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO.

PARCEL 3:

LOT 2, IN BLOCK 179 AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP ENTITLED "MAP OF THE TOWN OF NEWARK, ALAMEDA COUNTY, CAL., SURVEYED BY T. P. WILSON, 1876", FILED MAY 6, 1878, IN BOOK 17 OF MAPS, AT PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

A.P.N. 092-0041-009-03

Project Site

PARCEL 1:

Portion of the parcel of land described in the Deed by Rose Enciso to Louis T. Rassier and Rose Marie Rassier, his wife, dated September 1, 1954, recorded October 1, 1954 in Book 7439 of Official Records of Alameda County, Page 499, (AJ/86541) described as follows:

Beginning at a point on the Northwestern line of Baine Avenue, as said avenue is shown on the "Map showing the Subdivision of a part of the Villa Lots of the Town of Newark, Alameda County, Cal.", filed August 23, 1911 in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County, distant North 33° East 427.70 feet from the general Southwestern boundary line of said above mentioned parcel of land; running thence from a tangent that bears North 33° East, on a curve to the left with a radius of 20 feet, a distance of 31.40 feet; thence tangent with the last mentioned curve, North 56° 58′ West 953.60 feet to the general Northwestern line of the above mentioned parcel of land; thence along the last mentioned line, South 33° West 490.99 feet to an angle point therein; thence continuing along the last mentioned line, South 56° 58′ East 48.17 feet to an angle point therein; thence continuing along the last mentioned line, South 33° West 263.83 feet to said general Southwestern line of said above mentioned parcel of land; thence along the last mentioned line, South 61° 31′ 15″ East 147.86 feet to an angle point therein; thence continuing along the last mentioned line, South 56° 58′ East 112.69 feet to the general Southeastern line of said above mentioned parcel of land; thence along the last mentioned line, North 33° East 295.38 feet to said general Southwestern line of said above mentioned parcel of land;

thence along the last mentioned line, South 56° 58′ East 665.34 feet to said Northwestern line of Baine Avenue; thence along the last mentioned line, North 33° East 427.70 feet to the point of beginning.

Excepting therefrom that portion described in the Grant Deed to Citation Homes, a Partnership, recorded March 2, 1982, Instrument No. 82-30282, Official Records.

Also Excepting therefrom that portion lying between the Northeasterly line of Lot 11, Tract 5001, filed February 2, 1984, Book 142 of Maps, Page 62, Alameda County Records and the Northeasterly line of the

property described in the Grant Deed to the City of Newark, a municipal corporation, recorded May 1, 1964, Instrument No. AW69495, Reel 1191, Image 787, Official Records.

APN: 092A-1036-011-01 and 092A-1045-013-11 (Portion)

PARCEL 2:

A portion of Lots 8, 9, 10, 24, 25 and 26 and a portion of an alley 16 feet in width, abandoned, in Block "M" as said lots and alley and Block are shown on the "Map showing the Subdivision of a part of the Villa Lots of the Town of Newark, Alameda County, Cal.", filed August 23, 1911, in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County, more particularly described as follows:

Commencing at a point on the Southeastern line of Thornton Avenue as said avenue is shown on said map, distant thereon North 33° East, 10 feet from the Northeastern line of the land shown on the Map of "Zorns' Addition, Newark, Alameda County, California, 1926", filed February 9, 1927, in Book 7 of Maps, Page 41, in the Office of the County Recorder of Alameda County; and running thence along said line of Thornton Avenue, North 33° East, 290.89 feet to the Northeastern line of said Lot 8; thence along the last named line, South 56° 58′ East, 190.00 feet to the true point of beginning; thence continuing along last said line and the prolongation thereof, South 56° 58′ East, 153.20 feet; thence South 33° West, 263.55 feet to a line drawn South 61° 31′ 15″ East from the point of commencement; thence along last said line North 61° 31′ 15″ West, 84.32 feet to a point in the Southeastern line of that certain parcel described in the Deed from John S. Oliveira and Leila M. Oliveira, his wife, to Postal Leasing Corporation, a Missouri Corporation, dated January 7, 1953, recorded January 9, 1963, Reel 767, Image 346, Official Records, Instrument No. AU-4640; thence along said Southeastern line, North 33° East, 139.51 feet to the Northeastern line of said parcel conveyed to Postal Leasing Corporation; thence along said Northeastern line, North 56° 58′ West, 229.19 feet to the Southeastern line of that certain parcel described in the Grant of Easement from John S. Oliveira and Leila M. Oliveira to City of Newark, a municipal corporation, dated February 2, 1965 and recorded March 2, 1965, Reel 1449, Image 633, Official Records, Instrument No. AX- 30006; thence along said Southeastern line North 33° East, 25.00 feet; thence South 56° 58′ East 160.00 feet; thence North 33° 01′ 33″ East, 105.73 feet to the true point of beginning.

APN: 092A-1036-028-07

PARCEL 3:

Lot 4, in Block H, as said lot and block are shown on the Map entitled, "Map showing the Subdivision of Part of the Villa Lots of the Town of Newark", filed August 23, 1911 in Book 26 of Maps at Page 43, Alameda County Records.

Excepting therefrom that portion contained in the Deed to the City of Newark, a municipal corporation, recorded May 14, 1969 as Reel 2401, Image 884, and re-recorded October 15, 1969 as Reel 2496, Image 313, Alameda County Records. APN: 092A-1036-033-03 (Portion)

PARCEL 4:

The Northeast 7 feet of Lot 5, in Block 11, as said lot and block are shown on the Map entitled, "Map showing the Subdivision of Part of the Villa Lots and the Town of Newark", filed August 23, 1911 in Book 26 of Maps at Page 43, Alameda County Records.

Excepting therefrom that portion contained in the Deed to the City of Newark, a municipal corporation, recorded May 14, 1969 as Reel 2401, Image 884, and re-recorded October 15, 1969 as Reel 2496, Image 313, Alameda County Records. APN: 092A-1036-033-03 (Portion)

PARCEL 5:

The Southwest 65.5 feet of the Northeastern 72.5 feet of Lot 5, in Block H, as said lot and block are shown on the Map entitled, "Map showing the Subdivision of Part of the Villa Lots of the Town of Newark", filed August 23, 1911 in Book 26 of Maps at Page 43, Alameda County Records.

Excepting therefrom the Northwesterly 30 feet thereof.

Excepting therefrom that portion contained in the Deed to Everett Milani and Marjorie Milani, his wife as joint tenants, recorded October 1, 1957, Book 8482, Page 341, Alameda County Records.

APN: 092A-1036-033-02 (Portion)

PARCEL 6:

That portion of the Northwesterly half of the following described property which is contiguous with the Southeasterly lines of the Parcels 3, 4 and 5 as hereinabove described.

Being the 16 foot alley way running through Block H, as showing on the Map entitled, "Subdivision of Part of the Villa Lots of the Town of Newark", filed August 23, 1911 in Book 26 of Maps at Page 43, Alameda County Records, as vacated in the Resolution #22183, recorded August 17, 1928, Book 1934, Page 217, Alameda County Records.

APN: 092A-1036-033-03 (Remainder)

PARCEL 7:

Portion of Lot 3 in Block "H", as said lot and block are shown on the "Map showing the Subdivision of a Part of the Villa Lots of the Town of Newark, Alameda County, Cal", filed August 23, 1911 in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at the Western corner of the 2.573 acre parcel of land described in the Deed by Louis T. Rassier and Rose Marie Rassier to City of Newark, dated March 26, 1964, recorded May 1, 1964 on Reel 1191, Image 792, (AW/69496) Alameda County Records; running thence along the direct extension Northwesterly of the Southwestern line of said 2.573 acre parcel, North 56° 58′ West 145.05 feet to the Northwestern line of the parcel of land conveyed by Edward F. Smith and Deolinda M. Smith to William A. Nunes and Pauline I. Nunes, dated January 26, 1946, recorded January 29, 1946 in Book 4829 of Official Records of Alameda County, Page 239, (TT/7874); thence along the last mentioned line, South 33° West 18.39 feet to the Southwestern line of said last mentioned parcel of land; thence along the last mentioned line, and its direct extension Southeasterly, South 56° 58′ East 145.05 feet to the Northwestern line of the 11.836 acre parcel of land described in the Deed by Louis T. Rassier and Rose Marie Rassier to City of Newark, dated March 26, 1964, recorded May 1, 1964 on Reel 1191, Image 787, (AW/69495) Alameda County Records; thence along the last mentioned line, North 39° East 18.39 feet to the point of beginning.

APN: 092A-1036-034-01

PARCEL 8:

Portion of Lot 25, in Block "I", as said lot and block are shown on the "Map showing the Subdivision of a part of the Villa Lots of the Town of Newark", filed August 23, 1911, in Book 36 of Maps, Page 43, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the centerline of Baine Avenue, distant thereon South 33° West, 993.20 feet from the centerline of Birch Road, as said avenue and road are shown on said map; running thence along said line of Baine Avenue, South 33° West 64.00 feet; thence North 56° 58′ West, 155.50 feet; thence North 33° East, 64.00 feet; thence South 56° 58′ East 155.50 feet to the point of beginning.

APN: 092A-1045-013-11 (Portion)

PARCEL 9:

Lot 24, in Block "I", as said lot and block are shown on the "Map showing the subdivision of a part of the Villa Lots of Town of Newark, Alameda County, Cal.", filed August 23, 1911, in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County.

APN: 092A-1015-013-11 (Portion)

PARCEL 10:

Lot 8 and a portion of Lots 7, 9, 25 and 26, in Block "I", as said lots and block are shown on the "Map showing the subdivision of a part of Villa Lots of the Town of Newark, Alameda County, Cal.", filed August 23, 1911 in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County, described as follows:

Begin at a point on the centerline of Baine Avenue, as shown on said map, distant thereon North 33° East 64.00 feet from the Southwestern line of said Lot 25; run then North 56° 58′ West 155.50 feet; thence South 33° West 64 feet to the Southwestern line of said Lot 25; then along the last named line, North 56° 58′ West 183.73 feet to Southeastern line of said Lot 9; then along the last named line, South 33° West 111.12 feet to the Northeastern line of the land described in the Deed to John S. Oliveira, et ux, recorded January 16, 1952 in Book 6635 of Official Records of Alameda County, Page 177, AG/4196; then along the last named line, North 56° 58′ West 339 feet, more or less, to the Northwestern line of said Lot 9; thence along the last named line and the direct extension thereof, North 33° East 295.12 feet to the Southwestern line of the land described in the Deed to Louis T. Rassier, et ux, recorded October 1, 1954, in Book 7439 of Official Records of Alameda County, Page 499 AJ/88541; then along the last named line South 56° 58′ East 695.34 feet to said centerline of Baine Avenue; and then along the last named line South 33° West 120 feet to the point of beginning. APN: 092A-1045-013-11 (Portion)

PARCEL 11:

Lots 27 to 31 inclusive, and a portion of Lots 24, 25 and 26 in Block "H", and Lots 2 to 8, inclusive, Lots 26 to 30, inclusive and a portion of Lots 9 and 25 in Block Lettered "I", as said lots and blocks are shown on the "Map Showing Subdivision of a part of the Villa Lots of the Town of Newark, Alameda County, Cal.", filed August 23, 1911 in Book 26 of Maps, Page 43, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the center line of Baine Avenue, as shown on said map, distant thereon North 33° East 64 feet from the Southwestern line of Lot 25 in said Block Lettered "I"; running thence North 56° 58′ West, 155.50 feet; thence South 33° West 64 feet to the Southwestern line of said Lot 25; thence along the last named line North 56° 58′ West 183.73 feet to the Southeastern line of said Lot 9; thence along the last named line South 33° West 111.12 feet to the Northeastern line of the parcel of land described in the Deed by Rose Enciso to John S. Oliveira and wife, dated December 17, 1951, recorded January 16, 1952 in Book 6635 of Official Records of Alameda County, Page 177; thence along the last named line North 56° 58′ West 469.23 feet to the most Eastern corner of the parcel of land described in the Deed by Otto Zorns and Marie Zorns to Thomas C. Gunn and Anna L. Gunn, dated October 25, 1939, recorded November 10, 1939 in Book 3848 of Official Records of Alameda County, Page 106, under Recorder's Series No. KK/53962; thence along the Northeastern line of said Gunn Parcel, and along the direct extension thereof North 61° 31′ 15″ West 147.34 feet to the Southeastern line of the parcel of land described in the Deed by Otto Zorns and Marie Zorns to Satoru Nakamura, dated July 31, 1945, recorded August 17, 1945 in Book 4770 of said Official Records, Page 72, under Recorder's Series No. SS/52603; thence along the last named line North 33° East 263.55 feet to the Northeastern line of the land described in said last mentioned Deed; thence along the last named line North 56° 58′ West 48.16 feet to the Northwestern line of Lot 26 in said Block "H"; thence along the Northwestern line of said Lots 26, 27, 28, 29, 30 and 31 in said Block "H", North 33° East 752.16 feet to the Northeastern line of said Lot 31; thence along the last named line South 56° 58′ East 325.04 feet to the Northwestern line of Lot 2 in said Block Lettered "I"; thence along the last named line North 33° East 5.94 feet to the Northeastern line of said Lot 2; thence along the last named line South 56° 58′ East 339.23 feet to the Southeastern line of said Lot 2; thence along the last named line South 33° West 128.40 feet to the Northeastern line of Lot 30 in said Block Lettered "I"; thence along the last named line

South 56° 58′ East 339.23 feet to said center line of Baine Avenue; thence along the last named line South 33° West 706.40 feet to the point of beginning.

Excepting therefrom that portion described in the Deed to Louis T. Rassier, et ux, recorded October 1, 1954, Instrument No. AJ86541, Official Records.

Also Excepting therefrom that portion described in the Final Order of Condemnation entered July 18, 1969 in the Superior Court of the State of California in and for the County of Alameda in the matter of the City of Newark, a municipal vs. Rose Enciso, et al, Case No. H12782, a certified copy of which recorded July 22, 1969, Instrument No. BA 81422, Reel 2444, Image 147, Official Records.

APN: 092A-1045-013-11 (Remainder)

EXHIBIT B

DESCRIPTION OF THE FACILITY

Fire Station

Fire Station 28, operated by the Alameda County Fire Department, opened in 2005 and is approximately 13,500 square feet. The former Newark Fire Station #1, this station is maintained by a crew of three firefighters that staff a Quint (a piece of fire apparatus that combines the features of a ladder truck and a fire engine and is capable of performing 5 functions:: pumping water, carrying a water supply (water tank), performing aerial operations (aerial ladder), carrying a ground ladder compliment, and carrying a compliment of fire hose) and one Battalion Chief.

The Project

- A new 25,200 square foot, two-story, City Administration Building. The building will be a steel framed structure with stucco exterior.

- A new 25,760 square foot, two-story Library Building. The building will be a steel framed structure with stucco exterior.

- A new 26,180 square foot, single-story Police Building. The building will be a steel framed structure with stucco exterior.

- Demolition of the existing 32,000 square foot, seven-story building City Administration Building (building currently houses City administrative functions and the police department).

- On-site improvements.

- Off-site improvements (including sidewalks, street median reconfigurations, and traffic signal).

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment	Annual Lease Payment
11/15/19				
5/15/20				
11/15/20				
5/15/21				
11/15/21				
5/15/22				
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5/15/42				
TOTALS				

(1) Interest will be capitalized with respect to a portion of the Certificates through June 1, 2022.

TRUST AGREEMENT

Dated as of September 1, 2019

by and among

MUFG UNION BANK, N.A., as Trustee,

the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

and the

CITY OF NEWARK

(2019 Financing Project)

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EXHIBIT A: DEFINITIONS
EXHIBIT B: FORM OF THE CERTIFICATES
EXHIBIT C: DESCRIPTION OF THE PROJECT

TRUST AGREEMENT

THIS TRUST AGREEMENT, dated as of September 1, 2019, by and among MUFG UNION BANK, N.A., a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), and the CITY OF NEWARK, a municipal corporation and general law city, organized and existing under the laws of the State of California (the "City");

W I T N E S S E T H :

WHEREAS, the City and the Corporation have entered into a lease agreement, dated as of the date hereof (the "Lease Agreement"), whereby the Corporation has agreed to lease certain real property and improvements (collectively, the "Property") to the City and the City has agreed to lease the Property from the Corporation;

WHEREAS, for the purpose of obtaining the moneys required to be deposited by it with the Trustee all for the purpose of enabling the City to (a) refinance its obligations with respect to the outstanding Certificates of Participation (2002 Silliman Community Activity Center/Old Town Fire Station Project) (the "2002 Certificates"), (b) refinance its obligations under a lease agreement entered into in 2012 (the "2012 Lease Agreement"), and (c) finance a portion of the costs of the construction, furnishing and equipping of the new Newark Civic Center (the "Project"), the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to the Trustee, and the Trustee has agreed to execute and deliver certificates of participation, each evidencing a direct, fractional interest in lease payments made by the City under the Lease Agreement, to provide the moneys required herein to be deposited by the Corporation; and

WHEREAS, the proceeds of the Certificates, together with other available moneys, will be applied by the City to (a) redeem the 2002 Certificates, (b) prepay the 2012 Lease Agreement, (c) finance the Project, (d) fund a reserve fund for the Certificates, (e) capitalize interest with respect to a portion of the Certificates through June 1, 2022, and (f) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The terms defined in Exhibit A attached hereto and by this reference incorporated herein, as used and capitalized herein, shall, for all purposes of this Trust Agreement, have the meanings ascribed to them in said Exhibit A unless the context clearly requires some other meaning.

Section 1.02. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section 1.03. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.04. Exhibits. The following exhibits are attached to, and by reference made a part of, this Trust Agreement:

EXHIBIT A: DEFINITIONS

EXHIBIT B: FORM OF THE CERTIFICATES

EXHIBIT C: DESCRIPTION OF THE PROJECT

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

Section 2.01. Authorization. The Trustee is hereby authorized and directed upon written request from the Corporation to execute and deliver, to the Original Purchaser identified in such written request, Certificates in an aggregate principal amount of _____dollars ($_____) evidencing direct, undivided fractional interests of the Owners thereof in the Lease Payments. In no event shall such Certificates be deemed an obligation, liability or debt of the Trustee.

Section 2.02. Date; Payment of Interest. Each Certificate shall be dated as of the Closing Date. Interest with respect thereto shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless: (i) it is executed as of an Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is executed after a Regular Record Date and before the following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (iii) it is executed on or before November 15, 2019, in which event interest with respect thereto shall be payable from the Closing Date; *provided, however*, that if, as of the date of execution of any Certificate, interest is in default with respect to any Outstanding Certificates, interest represented by such Certificate shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Certificates. Payment of defaulted interest shall be paid by wire or check mailed to the Owners as of a special record date to be fixed by the Trustee, notice of which shall be given to the Owners not less than ten (10) days prior to such special record date.

Section 2.03. Maturity; Interest Rates; Percentages.

(a) *Maturity; Interest Rates*. The Certificates shall mature on June 1 in each of the respective years, and in the respective amounts, except that no Certificate may have principal maturing in more than one year, and interest represented thereby shall be computed at the respective rates, as follows:

Maturity Date (June 1)	Principal Amount	Interest Rate	Maturity Date (June 1)	Principal Amount	Interest Rate

(b) *Payments with Respect to Certificates Equal to Total Lease Payments*. The total principal and interest due with respect to all Certificates shall not exceed the total Lease Payments due under the Lease Agreement.

Section 2.04. Interest. Interest represented by the Certificates shall be payable on each Interest Payment Date to and including the date of maturity or redemption, whichever is earlier, as provided in Section 2.10 hereof. Said interest shall represent the portion of Lease Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date. The portion of Lease Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal with respect to such Certificate by the rate of interest applicable to such Certificate (on the basis of a 360-day year of twelve 30-day months).

Section 2.05. Forms. The Certificates shall be delivered in the form of fully registered Certificates without coupons in the denomination of $5,000 or any integral multiple thereof. The Certificates shall be numbered consecutively, beginning with R-1. The Certificates shall be substantially in the form set forth in Exhibit B attached hereto and by this reference incorporated herein.

Section 2.06. Execution. The Certificates shall be executed by and in the name of the Trustee by the manual signature of an authorized officer or signatory of the Trustee. If any officer or signatory whose signature appears on any Certificate ceases to be such officer or signatory before the date of delivery of said Certificate, such signature shall nevertheless be as effective as if the officer or signatory had remained in office until such date.

Section 2.07. Application of Proceeds. The net proceeds received by the Trustee from the sale of the Certificates in the aggregate amount of $_____, being the face amount of the Certificates ($_____.00, less an underwriter's discount of $_____, plus an original issue premium of $_____, shall forthwith be deposited by the Trustee in a temporary account called the Proceeds Fund which the Trustee shall establish, maintain and hold in trust, and which shall be disbursed in full on the Closing Date (whereupon said temporary account shall be closed) in the following respective funds:

(a) The Trustee shall deposit in the Delivery Costs Fund an amount equal to $_____.

(b) The Trustee shall deposit in the Project Fund an amount equal to $_____.

(c) The Trustee shall deposit in the Reserve Fund an amount equal to $_____ being equal to the Reserve Requirement.

(d) The Trustee shall deposit in the Lease Payment Fund an amount equal to $_____, being capitalized interest with respect to a portion of the Certificates through June 1, 2022;

(e) The Trustee shall transfer to the Escrow Bank an amount equal to $_____ for deposit in the 2002 Escrow Fund.

(f) The Trustee shall transfer to the Escrow Bank an amount equal to $_____ for deposit in the 2012 Escrow Fund.

Section 2.08. Transfer and Exchange.

(a) *Transfer of Certificates*. The registration of any Certificate may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his attorney duly authorized in writing upon surrender of such Certificate for cancellation at the Designated Corporate Trust Office, accompanied by delivery of a written

instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for registration of transfer, the Trustee shall execute and deliver a new Certificate or Certificates for like aggregate principal amount in authorized denominations. The City shall pay any costs of the Trustee incurred in connection with such transfer, except that the Trustee may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee shall not be required to transfer (i) any Certificates or portion thereof during the period between the date fifteen (15) days prior to the date of selection of Certificates for redemption and such date of selection, or (ii) any Certificates selected for redemption.

(b) *Exchange of Certificates*. Certificates may be exchanged, upon surrender thereof, at the Designated Corporate Trust Office for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity. Whenever any Certificate or Certificates shall be surrendered for exchange, the Trustee shall execute and deliver a new Certificate or Certificates for like aggregate principal amount in authorized denominations. The City shall pay any costs of the Trustee incurred in connection with such exchange, except that the Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The Trustee shall not be required to exchange (i) any Certificate or any portion thereof during the period between the date fifteen (15) days prior to the date of selection of Certificates for redemption and such date of selection, or (ii) any Certificate selected for redemption.

Section 2.09. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like tenor, maturity and amount in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled by it and destroyed with a certificate of destruction furnished to the City, upon its request. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft shall be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor, maturity and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment by the City of the expenses which may be incurred by the Trustee in carrying out the duties under this Section 2.09. Any Certificate executed and delivered under the provisions of this Section 2.09 in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and fractionally entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section 2.09, in lieu of delivering a new Certificate to replace a Certificate which has been mutilated, lost, destroyed or stolen, and which has matured or has been called for redemption, the Trustee may make payment with respect to such Certificate upon receipt of the aforementioned indemnity.

Section 2.10. Payment. Payment of interest due with respect to any Certificate on any Interest Payment Date shall be made to the person appearing on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the Interest Payment Date by first class mail to such Owner at his address as it appears on the Registration Books as of such Regular Record

Date or, upon written request filed with the Trustee prior to the Regular Record Date by an Owner of at least $1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by such Owner in such written request. Any such written request shall remain in effect until rescinded in writing by the Owner. The principal and redemption price with respect to the Certificates at maturity or upon prior redemption shall be payable by check denominated in lawful money of the United States of America upon surrender of the Certificates at the Designated Corporate Trust Office.

Section 2.11. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, stating that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) The fact of the ownership of Certificates by any person and the amount, the maturity and the numbers of such Certificates and the date of his holding the same shall be proved by the Registration Books.

Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee pursuant to such request or consent.

Section 2.12. Registration Books. The Trustee shall keep or cause to be kept, at its Designated Corporate Trust Office, sufficient records for the registration and registration of transfer of the Certificates, which shall at all reasonable times be open to inspection by the City and the Corporation during regular business hours on any Business Day with reasonable prior notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Certificates as hereinbefore provided.

Section 2.13. CUSIP Numbers. The Trustee, the City and the Corporation shall not be liable for any defect or inaccuracy in the CUSIP number that appears on any Certificate or in any redemption notice. The Trustee may, in its discretion, include in any redemption notice a statement to the effect that the CUSIP numbers on the Certificates have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither the Trustee, the City nor the Corporation shall be liable for any inaccuracies in such numbers.

Section 2.14. Use of Depository. Notwithstanding any provision of this Trust Agreement to the contrary:

(a) The Certificates shall be initially executed, delivered and registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, the depository designated by the Original Purchaser, and shall be evidenced by one Certificate maturing on each of the maturity dates set forth in Section 2.03 hereof to be in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such Certificates, or any portions thereof, may not thereafter be transferred except:

(i) to any successor of The Depository Trust Company or its nominee, or of any substitute depository designated pursuant to paragraph (ii) of this subsection (a) ("substitute depository"); provided that any successor of The Depository Trust Company or substitute depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(ii) to any substitute depository designated in a written request of the City, upon (A) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository or (B) a determination by the City that The Depository Trust Company or its successor is no longer able to carry out its functions as depository; provided that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) to any person as provided below, upon (A) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository or (B) a determination by the City that The Depository Trust Company or its successor is no longer able to carry out its functions as depository; provided that no substitute depository which is not objected to by the City and the Trustee can be obtained.

(b) In the case of any transfer pursuant to paragraph (i) or paragraph (ii) of subsection (a) of this Section 2.14, upon receipt of all Outstanding Certificates by the Trustee, together with a written request of a City Representative to the Trustee, a single new Certificate shall be executed and delivered for each maturity of such Certificate then outstanding, registered in the name of such successor or such substitute depository or their nominees, as the case may be, all as specified in such written request of a City Representative. In the case of any transfer pursuant to paragraph (iii) of subsection (a) of this Section 2.14, upon receipt of all Outstanding Certificates by the Trustee together with a written request of a City Representative, new Certificates shall be executed and delivered in such denominations and registered in the names of such persons as are requested in a written request of the City provided the Trustee shall not be required to deliver such new Certificates within a period less than sixty (60) days from the date of receipt of such a written request of a City Representative.

(c) In the case of partial redemption or an advance refunding of any Certificates evidencing all of the principal maturing in a particular year, The Depository Trust Company shall, at the City's expense, deliver the Certificates to the Trustee for cancellation and re-registration to reflect the amounts of such reduction in principal.

(d) The City and the Trustee shall be entitled to treat the person in whose name any Certificate is registered as the absolute Owner thereof for all purposes of this Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the City and the City and the Trustee shall have no responsibility for the accuracy of any

records maintained by DTC or any participant in DTC or transmitting payments to, communication with, notifying or otherwise dealing with any beneficial owners of the Certificates. Neither the City nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except for the registered owner of any Certificate.

(e) So long as all outstanding Certificates are registered in the name of Cede & Co. or its registered assign, the City and the Trustee shall reasonably cooperate with Cede & Co., as sole registered Owner, or its registered assign in effecting payment of the principal and interest due with respect to the Certificates by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due, in accordance with the Letter of Representations between DTC and the Trustee.

(f) So long as all Outstanding Certificates are registered in the name of Cede & Co. or its registered assigns (hereinafter, for purposes of this paragraph (f), the "Owner"):

(i) All notices and payments addressed to the Owners shall contain the Certificates' CUSIP number.

(ii) Notices to the Owner shall be forwarded in the manner set forth in the form of DTC's standard form blanket issuer letter of representations executed by the City and received and accepted by DTC.

ARTICLE III

ESTABLISHMENT AND DISBURSEMENT OF DELIVERY COSTS FUND

Section 3.01. Delivery Costs Fund. The Trustee shall establish a special fund designated as the "Delivery Costs Fund;" shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as provided herein. There shall be deposited in the Delivery Costs Fund the proceeds of sale of the Certificates required to be deposited therein pursuant to Section 2.07(a) hereof and any other funds from time to time deposited with the Trustee for such purpose and identified in writing to the Trustee.

Section 3.02. Payment of Delivery Costs. The moneys in the Delivery Costs Fund shall be disbursed by the Trustee to pay the Delivery Costs.

(a) The Trustee shall disburse moneys in the Delivery Costs Fund only upon a receipt of a sequentially numbered requisition, signed by a City Representative, setting forth the amounts to be disbursed for payment or reimbursement of Delivery Costs and the name and address of the person or persons to whom said amounts are to be disbursed, stating that the amounts to be disbursed are for Delivery Costs properly chargeable to the Delivery Costs Fund.

(b) The Trustee shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Delivery Costs Fund and the payment thereof in accordance with this Section 3.02, but the Trustee shall not be responsible for the truth or accuracy of such requisitions, may rely conclusively thereon and shall be under no duty to investigate or verify any statements made therein.

(c) Upon written notice from a City Representative that all Delivery Costs have been paid, but in no event later than November 21, 2019, the Trustee shall transfer any moneys then remaining in the Delivery Costs Fund to the Project Fund and applied for the purposes thereof, the Delivery Costs Fund shall be closed, the Trustee shall no longer be obligated to make payments for Delivery Costs and all further Delivery Costs shall be paid by the City.

Section 3.03. Project Fund. The Trustee shall establish a special fund designated as the "Project Fund;" shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as provided herein. There shall be deposited in the Project Fund from the proceeds of the Certificates the amount required to be deposited therein pursuant to Section 2.07(b) hereof, together with any other amounts from time to time deposited with the Trustee for such purpose as may be identified in writing to the Trustee.

Section 3.04. Payment of Project Costs. Amounts in the Project Fund shall be disbursed for Project Costs. Disbursements from the Project Fund shall be made by the Trustee upon receipt of a sequentially numbered requisition requesting disbursement executed by a City Representative. Each such requisition shall:

(a) set forth the amounts to be disbursed for payment or reimbursement of previous payments of Project Costs and the person or persons to whom said amounts are to be disbursed;

(b) state that the amounts to be disbursed constitute Project Costs, that said amounts are required to be disbursed pursuant to a contract entered into therefor by or on behalf of the City, or were necessarily and reasonably incurred, and that said amounts are not being paid in advance of the time, if any, fixed for payment;

(c) state that no amount set forth in the requisition was included in any requisition requesting disbursement previously filed with the Trustee pursuant to this Section 3.04; and

(d) state that there has been compliance with Section 5.11 of the Lease Agreement relating to the private use limitation and the private loan limitation.

The Trustee shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Project Fund and the payment thereof in accordance with this Section 3.04, but the Trustee shall not be responsible for the truth or accuracy of such requisitions, may rely conclusively thereon and shall be under no duty to investigate or verify any statements made therein.

Upon the filing with the Trustee of a Written Certificate of the City stating that the Project has been completed, the Trustee shall withdraw any remaining amounts then on deposit in the Project Fund and, at the direction of the City, either (i) transfer such amounts to the Lease Payment Fund and applied to the payment of interest with respect to the Certificates, or (ii) apply such amount to the redemption of Certificate in accordance with the Trust Agreement and, in either case, the Project Fund shall be closed and the Trustee shall no longer be obligated to make payments for Project Costs.

ARTICLE IV

REDEMPTION OF CERTIFICATES

Section 4.01. Redemption.

(a) *Optional Redemption*. The Certificates maturing on or before June 1, 2029, are not subject to optional redemption prior to maturity. The Certificates maturing on and after June 1, 2030, are subject to optional redemption in whole or in part on any date in such order of maturity as shall be designated by the City (or, if the City shall fail to so designate the order of redemption, in *pro rata* among maturities) and by lot within a maturity, on or after June 1, 2029, at a redemption price equal to the principal amount of the Certificates to be redeemed, together with accrued interest, without premium, to the date fixed for redemption, from the proceeds of the optional prepayment of Lease Payments made by the City pursuant to the Lease Agreement.

(b) *Redemption from Net Proceeds of Insurance, Title Insurance, Condemnation or Eminent Domain Award*. The Certificates are subject to mandatory redemption in whole or in part on any Interest Payment Date from the Net Proceeds of an insurance, title insurance, condemnation, or eminent domain award to the extent credited towards the prepayment of the Lease Payments by the City pursuant to Section 10.3 of the Lease Agreement, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

(c) *Mandatory Redemption.* The Certificates maturing on June 1, ____, are subject to mandatory redemption in part on June 1, ____, and on each June 1 thereafter to and including June 1, ____, from the principal components of scheduled Lease Payments required to be paid by the City pursuant to Section 4.4 of the Lease Agreement with respect to each such redemption date, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (June 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

The Certificates maturing on June 1, ____, are subject to mandatory redemption in part on June 1, ____, and on each June 1 thereafter to and including June 1, ____, from the principal components of scheduled Lease Payments required to be paid by the City pursuant to Section 4.4 of the Lease Agreement with respect to each such redemption date, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (June 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

In the event that the Trustee shall redeem Certificates in part but not in whole pursuant to subsections (a) or (b) of this Section 4.01, the amount of the Certificates to be redeemed in each subsequent year pursuant to this subsection (c) shall be reduced to correspond to the principal components of the Lease Payments prevailing following such redemption as determined pursuant to Section 4.4 of the Lease Agreement.

Section 4.02. Selection of Certificates for Redemption. Whenever provision is made in this Trust Agreement for the redemption of Certificates and less than all Outstanding Certificates within a maturity are to be redeemed, Certificates of that maturity shall be selected for redemption in accordance with the rules of the Securities Depositories. For the purposes of such selection, Certificates shall be deemed to be composed of $5,000 portions and any such portion may be separately redeemed.

Section 4.03. Notice of Redemption. The City shall be required to give the Trustee written notice of its intention to redeem Certificates at least forty-five (45) days prior to the date fixed for redemption unless the Trustee otherwise agrees to a shorter period for such notice. Unless waived in writing by any Owner of a Certificate to be redeemed, notice of any such redemption shall be given by the Trustee on behalf and at the expense of the City, by mailing a copy of a redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to such Owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Registration Books maintained by the Trustee or at such other address as is furnished in writing by such Owner to the Trustee; *provided, however*, that neither the failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of the Certificates.

All notices of redemption shall be dated and shall state: (i) the redemption date; (ii) the redemption price; (iii) if less than all Outstanding Certificates of a maturity are to be redeemed, the Certificate numbers (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed; (iv) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption and that interest with respect thereto shall cease to accrue from and after said date; (v) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the Designated Corporate Trust Office; (vi) the CUSIP numbers of all Certificates being redeemed; (vii) the original date of execution and delivery of the Certificates; (viii) the rate of interest payable with respect to each maturity of Certificates being redeemed; (ix) the maturity date of each Certificate being redeemed; and (x) any other descriptive information needed to identify accurately the Certificates being redeemed.

Notwithstanding the foregoing, in the case of any optional redemption of the Certificates under Section 4.01(a), the notice of redemption shall state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Certificates on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Certificates have not been

deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Certificates to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the Certificates for which notice of optional redemption was given shall remain Outstanding for all purposes of this Trust Agreement.

Notice of redemption having been given as aforesaid and the deposit of the redemption price having been made by the City, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date interest with respect to such Certificates or portions of Certificates shall cease to be payable. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Trustee at the redemption price. Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Certificates being redeemed with the proceeds of such check or other transfer, to the extent possible. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Certificates which have been redeemed shall be canceled by the Trustee, shall not be redelivered and shall be destroyed pursuant to Section 14.07.

In addition to the foregoing notice to the Owners, notice shall also be given by the Trustee, by telecopy or other electronic transmission, registered, certified or overnight mail, to all Securities Depositories and to an Information Service which shall state the information set forth above, but no defect in said notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption.

The Trustee shall have no responsibility for a defect in the CUSIP number that appears on any Certificate or in the redemption notice. The redemption notice may provide that the CUSIP numbers have been assigned by an independent service and are included in the notice solely for the convenience of Certificate Owners and that the Trustee and the City shall not be liable in any way for inaccuracies in said numbers.

Section 4.04. Partial Redemption of Certificate. Upon surrender of any Certificate redeemed in part only, the Trustee shall execute and deliver to the Owner thereof a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Certificate surrendered and of the same interest rate and the same maturity.

Section 4.05. Purchase of Certificates. In lieu of redemption of Certificates as provided in this Article IV, amounts held by the Trustee for such redemption may also be used on any Interest Payment Date, upon receipt by the Trustee at least ninety (90) days prior to the next scheduled Interest Payment Date of the written request of a City Representative, for the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the City may in its discretion direct. Such purchases may be effected through the investment department of the Trustee or of an affiliate of the Trustee. The aggregate principal amount of Certificates of the same maturity purchased in lieu of redemption pursuant to this Section 4.05 shall not exceed the aggregate principal amount of Certificates of such maturity which would otherwise be subject to such redemption. Remaining moneys, if any, shall be deposited in the Lease Payment Fund.

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND

Section 5.01. Assignment of Rights in Lease Agreement. The Corporation has, in the Assignment Agreement, transferred, assigned and set over to the Trustee certain of its rights but none of its obligations set forth in the Lease Agreement, including but not limited to all of the Corporation's rights to receive and collect Lease Payments and all other amounts required to be deposited in the Lease Payment Fund pursuant to the Lease Agreement or pursuant hereto. All Lease Payments and such other amounts to which the Corporation may at any time be entitled shall be paid directly to the Trustee and all of the Lease Payments collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee, and if received by the Corporation at any time shall be deposited by the Corporation with the Trustee within one Business Day after the receipt thereof, and all such Lease Payments and such other amounts shall be forthwith deposited by the Trustee upon the receipt thereof in the Lease Payment Fund (except as provided in Section 7.04 hereof).

Section 5.02. Establishment of Lease Payment Fund. The Trustee shall establish a special fund designated as the "Lease Payment Fund." All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the City nor the Corporation shall have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.03. Deposits. There shall be deposited in the Lease Payment Fund all Lease Payments received by the Trustee (except as provided in Section 7.04 hereof), including any moneys received by the Trustee for deposit therein pursuant to Sections 2.07(d), 4.01, 5.01 or Article VII hereof, or Article IX of the Lease Agreement, and any other moneys required to be deposited therein pursuant to the Lease Agreement or pursuant to this Trust Agreement. Amounts deposited in the Lease Payment Fund from Certificate proceeds, representing capitalized interest, shall be applied towards Lease Payments on the following dates and in the following amounts:

Interest Payment Date	Amount
December 1, 2019	
June 1, 2020	
December 1, 2020	
June 1, 2021	
December 1, 2021	
June 1, 2022	

Section 5.04. Application of Moneys. All amounts in the Lease Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest with respect to the Certificates as the same shall become due and payable in accordance with the provisions of Article II and Article IV hereof.

Section 5.05. Surplus. Any surplus remaining in the Lease Payment Fund after redemption and/or payment of all Certificates, including accrued interest (if any) and payment of any applicable fees and expenses to the Trustee, or provision for such redemption or payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

ARTICLE VI

RESERVE FUND

Section 6.01. Establishment of Reserve Fund. The Trustee shall establish a special fund designated as the "Reserve Fund." All moneys, equal to the Reserve Requirement, at any time on deposit in the Reserve Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates, and applied solely as provided herein.

Section 6.02. Deposits. There shall be deposited in the Reserve Fund the proceeds of sale of the Certificates required to be deposited therein pursuant to Section 2.07(c) hereof and any other funds from time to time deposited with the Trustee for such purpose and identified in writing to the Trustee. Moneys in the Reserve Fund shall be held in trust as a reserve for the payment when due of the Lease Payments.

Section 6.03. Transfers of Excess. The Trustee shall, on or before each May 1 and November 1, value investments in the Reserve Fund at market value and transfer any moneys in the Reserve Fund then in excess of the Reserve Requirement in accordance with Section 8.04; *provided, however,* that the Trustee shall not liquidate an investment to make such transfer of excess unless so directed in writing by a City Representative. The Trustee shall transfer any amount in excess of such sum to the Lease Payment Fund to be applied as a credit against amounts owed by the City for the payment of Lease Payments on each Lease Payment Date thereafter, until depleted.

Section 6.04. Application in Event of Deficiency in the Lease Payment Fund. If, on any Interest Payment Date, the moneys available in the Lease Payment Fund do not equal the amount of the principal and interest with respect to the Certificates then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make delinquent Lease Payments by transferring the amount necessary for this purpose to the Lease Payment Fund. Upon receipt of any delinquent Lease Payment with respect to which moneys have been advanced from the Reserve Fund, such Lease Payment shall be deposited in the Reserve Fund to the extent of such advance.

Section 6.05. Transfer To Make All Lease Payments. If, on any Interest Payment Date, the moneys on deposit in the Reserve Fund and the Lease Payment Fund (excluding amounts required for payment of principal and interest with respect to Certificates not presented for payment) are sufficient to pay all Outstanding Certificates, including all principal and interest, the Trustee shall transfer all amounts then on deposit in the Reserve Fund to the Lease Payment Fund to be applied to the payment of the Lease Payments, and such moneys shall be distributed to the Owners of Certificates in accordance with Article II and IV of this Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Certificates and all amounts due the Trustee hereunder, or upon provision for such payment as provided in Section 14.01, shall be withdrawn by the Trustee and paid to the City.

ARTICLE VII

INSURANCE AND CONDEMNATION FUND; INSURANCE; EMINENT DOMAIN; TITLE INSURANCE

Section 7.01. Establishment of Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award.

(a) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the City in the event of any such damage or destruction shall be paid to the Trustee by the City pursuant to Section 6.2(a) of the Lease Agreement and deposited by the Trustee promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund" to be established by the Trustee when deposits are required to be made therein.

(b) Within ninety (90) days following the date of such deposit, the City shall determine and notify the Trustee in writing of its determination either (i) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City, or (ii) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property.

(c) In the event the City's determination is as set forth in clause (i) of paragraph (b) above, such Net Proceeds shall be promptly transferred by the Trustee to the Lease Payment Fund, applied to the prepayment of Lease Payments pursuant to Section 11.3 of the Lease Agreement and applied to the redemption of Certificates as provided in Section 4.01(b) hereof; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be transferred to the Lease Payment Fund only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 11.3 of the Lease Agreement, otherwise such Net Proceeds shall be applied to the replacement, repair, restoration, modification or improvement of the Property; *provided further, however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be transferred to the Lease Payment Fund and applied to the prepayment of Lease Payments only if the resulting Lease Payments represent fair consideration for the remaining portions of the Property, evidenced by a certificate signed by a City Representative and a Corporation Representative.

(d) In the event the City's determination is as set forth in clause (ii) of paragraph (b) above, Net Proceeds deposited in the Insurance and Condemnation Fund shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the City, and disbursed by the Trustee upon receipt of requisitions signed by a City Representative stating with respect to each payment to be made (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Trustee shall not be responsible for the representations made in such requisitions and may conclusively rely thereon and shall be under no duty to investigate or verify any statements made therein or review any supporting documentation accompanying such requisition. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the City.

Section 7.02. Application of Net Proceeds of Eminent Domain Award. If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain), the Net Proceeds therefrom shall be deposited with the Trustee in the Insurance and Condemnation Fund pursuant to Section 6.2(b) of the Lease Agreement and shall be applied and disbursed by the Trustee as follows:

(a) If the City has given written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement, and (ii) such proceeds are not needed for repair or rehabilitation of the Property, the City shall so certify to the Trustee and the Trustee, at the City's written request, shall transfer such proceeds to the Lease Payment Fund to be credited towards the prepayment of the Lease Payments pursuant to Section 10.3 of the Lease Agreement and applied to the redemption of Certificates in the manner provided in Section 4.01(b) hereof.

(b) If the City has given written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement, and (ii) such proceeds are needed for repair, rehabilitation or replacement of the Property, the City shall so certify to the Trustee and the Trustee, at the City's written request, shall pay to the City, or to its order, from said proceeds such amounts as the City may expend for such repair or rehabilitation, upon the filing with the Trustee of requisitions of the City Representative in the form and containing the provisions set forth in Section 7.01. The Trustee shall not be responsible for the representations made in such requisitions and may conclusively rely thereon and shall be under no duty to investigate or verify any statements made therein.

(c) If (i) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the City has given written notice to the Trustee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement or (ii) all of the Property shall have been taken in such eminent domain proceedings, then the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited toward the prepayment of the Lease Payments pursuant to Section 10.3 of the Lease Agreement and applied to the redemption of Certificates in the manner provided in 4.01(b) hereof.

(d) In making any determination under this Section 7.02, the City may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Trustee. Any such determination by the City shall be final.

Section 7.03. Application of Net Proceeds of Title Insurance Award. The Net Proceeds from a title insurance award shall be deposited with the Trustee in the Insurance and Condemnation Fund pursuant to Section 6.2(c) of the Lease Agreement and shall be transferred to the Lease Payment Fund to be credited towards the prepayment of Lease Payments required to be paid pursuant to Section 11.3 of the Lease Agreement and applied to the redemption of Certificates in the manner provided in Section 4.01(b).

Section 7.04. Cooperation. The Corporation and the Trustee shall cooperate fully with the City, at the expense of the City, in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Lease Agreement and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any portion thereof. Neither the Trustee nor the Corporation shall be obligated to join in such

action if it believes it will be exposed to liability or has not been indemnified to its satisfaction from any loss, liability or expense including, but not limited to, reasonable attorneys' fees and expenses.

ARTICLE VIII

MONEYS IN FUNDS; INVESTMENT

Section 8.01. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Certificates and for the purposes herein specified and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not (except as set forth in Section 9.03 hereof) be subject to levy, attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee, the City or any Owner of Certificates.

Section 8.02. Investments Authorized. Moneys held by the Trustee hereunder shall, upon written order of a City Representative, be invested and reinvested by the Trustee in Permitted Investments. The Trustee may deem all investments directed by a City Representative as Permitted Investments without independent investigation thereof. If a City Representative shall fail to so direct investments, the Trustee shall hold such moneys uninvested. Such investments, if registrable, shall be registered in the name of and held by the Trustee or its nominee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 8.02. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as principal or agent in the making or disposing of any investment and make or dispose of any investment through its investment department or that of an affiliate and shall be entitled to its customary fees therefor. The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section 8.02, to deal with itself (in its individual capacity) or with one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account. The Trustee may rely on the investment directions of the City Representative as to both the suitability and legality of the directed investments. The Trustee shall have no liability for any loss, fees, taxes or other charges in connection with any investment or liquidation of an investment hereunder.

Section 8.03. Accounting. The Trustee shall furnish to the City, at least monthly, an accounting which may be in the form of its customary accounting statements of all investments made by the Trustee or by brokers selected by the City; provided that the Trustee shall not be obligated to deliver an accounting for any fund or account that (a) has a balance of $0.00 and (b) has not had any activity since the last reporting date. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 8.02 hereof. The City acknowledges that, to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the City the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, the City waives receipt of such confirmations. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

Section 8.04. Allocation of Earnings. Unless and until otherwise directed by the City to the Trustee in writing, all interest or income received by the Trustee on investment of the Lease Payment Fund shall be retained in the Lease Payment Fund. Amounts retained or deposited in the Lease Payment Fund pursuant to this Section 8.04 shall be applied as a credit against the Lease Payment due by the City pursuant to the Lease Agreement on the Lease Payment Date following the date of deposit. All interest received by the Trustee on investment of the Reserve

Fund shall be retained in the Reserve Fund in the event that amounts on deposit in the Reserve Fund are less than the Reserve Requirement. Reserve Fund investments may not have maturities extending beyond five years. In the event that amounts then on deposit in the Reserve Fund on the valuation date described in Section 6.03 hereof equal or exceed the Reserve Requirement, such excess shall be transferred to the Lease Payment Fund. Transfers to the Lease Payment Fund from the Reserve Fund shall be made by the Trustee on or prior to each June 1 and December 1. All interest or income in the Delivery Costs Fund shall be retained in the Delivery Costs Fund until the Delivery Costs Fund is closed pursuant to Section 3.02 hereof.

Section 8.05. Acquisition, Disposition and Valuation of Investments. The City covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Trust Agreement, or otherwise containing gross proceeds of the Certificates (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued at their market value. In determining market value of Permitted Investments, the Trustee may use, and rely conclusively and without liability upon, any generally recognized securities pricing service (including brokers and dealers in securities) available to it.

ARTICLE IX

THE TRUSTEE

Section 9.01. Appointment of Trustee. MUFG Union Bank, N.A., a national banking association organized and existing under the laws of the United States of America with a Designated Corporate Trust Office in Los Angeles, California, is hereby appointed Trustee, registrar and paying agent by the Corporation and the City for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement. The Corporation and the City agree that they will maintain a Trustee which shall be a corporation or association organized under the laws of any state, the United States of America, or the District of Columbia, authorized under such laws to exercise corporate trust powers, which shall have (or, in the case of a bank or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least fifty million dollars ($50,000,000), subject to supervision or examination by federal or State authority, so long as any Certificates are Outstanding. If such corporation or association publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 9.01, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 9.01, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.07.

The Trustee is hereby authorized to pay the Certificates when duly presented for payment at maturity, or on redemption, or on purchase by the Trustee prior to maturity in accordance with Section 4.05 hereof, and to cancel all Certificates upon payment thereof. The Trustee shall keep records in accordance with corporate trust industry standards of all funds administered by it and of all Certificates paid and discharged.

Section 9.02. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Trust Agreement and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement against the Trustee. In case an Event of Default has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Trust Agreement and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) No provision in this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(c) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys, receivers or agents and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder and shall

be absolutely protected in relying thereon. The Trustee shall not be responsible for the misconduct of such persons selected by it with reasonable care.

(d) The Trustee shall not be responsible for any recital herein, in the Assignment Agreement or in the Certificates, or for any of the supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Certificates delivered hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Corporation or the City under the Lease Agreement.

(e) The Trustee shall not be accountable for the use of any Certificates delivered hereunder or the proceeds thereof. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Certificates secured hereby with the same rights which it would have if it were not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding.

(f) In the absence of bad faith on its part, the Trustee shall be protected in acting or refraining from acting upon any notice, request, consent, requisition, certificate, order, affidavit, facsimile, letter, telegram or other paper or document believed by it to be genuine and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee in good faith pursuant to this Trust Agreement upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates executed and delivered in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any person as an Owner of any Certificate or to take any action at his request unless such person is the registered owner as shown on the Registration Books.

(g) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by a Corporation Representative or a City Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been given notice or is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient. The Trustee may accept a certificate of a Corporation Representative or a City Representative to the effect that an authorization in the form therein set forth has been adopted by the Corporation or the City, as the case may be, as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(h) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees, affiliates and agents.

(i) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the City to make any of the Lease Payments to the Trustee required to be made by the City pursuant to the Lease Agreement or failure by the Corporation or the City to file with the Trustee any document required by this Trust Agreement or a Lease Agreement to be so filed on a date certain subsequent to the delivery of the

Certificates, unless the Trustee shall be specifically notified in writing of such default by the Corporation, the City or by the Owners of at least five percent (5%) in aggregate principal amount of Certificates then Outstanding and all notices or other instruments required by this Trust Agreement to be delivered to the Trustee must, in order to be effective, be delivered at the Designated Corporate Trust Office, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Trust Agreement with respect to the execution of any Certificates, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Trust Agreement, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the City to the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with Article VIII of this Trust Agreement.

(m) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of a majority in aggregate principal amount of the Outstanding Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

(n) Before taking any action under Article XIII hereof or this Section 9.02 at the request or direction of the Certificate Owners, the Trustee may require payment or reimbursement of its reasonable fees and expenses, including reasonable fees and expenses of counsel and receipt of an indemnity satisfactory to it from the Certificate Owners to protect it against all liability, except liability which is adjudicated to have resulted from its own negligence or willful misconduct in connection with any action so taken. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

(o) Under no circumstances shall the Trustee be liable for the obligations evidenced by the Certificates.

(p) The Trustee shall not be accountable for the use or application by the City or the Corporation or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(q) The Trustee has no obligation or duty to insure compliance by the City with the Code.

(r) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal or environmental requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City or the Corporation of the Property. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential damages in connection with or arising from the Lease Agreement or this Trust Agreement for the existence, furnishing or use of the Property.

(s) The Trustee makes no representations as to the validity or sufficiency of the Certificates and shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon it. The Trustee shall not be responsible for the validity or sufficiency of the Lease Agreement or the assignment under the Assignment Agreement. The Trustee shall not be liable for the sufficiency or collection of any Lease Payments or other moneys required to be paid to it under the Lease Agreement (except as provided in this Trust Agreement), its right to receive moneys pursuant to the Lease Agreement, or the value of or title to the premises upon which the Property is located or the Property. The Trustee makes no representations and shall have no responsibility for any official statement or other offering material prepared or distributed with respect to the Certificates.

(t) In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity and all persons, including without limitation the Owners and the City or the Corporation having any claim against the Trustee arising from this Trust Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein.

(u) The Trustee is authorized and directed to execute the Assignment Agreement in its capacity as Trustee hereunder.

(v) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Corporation and/or the City, as applicable, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Corporation and/or the City, as applicable, whenever a person is to be added or deleted from the listing. If the Corporation and/or the City, as applicable, elects to give the Trustee Instructions using Electronic Means and the Trustee elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Corporation and the City understand and agree that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Corporation and the City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Corporation, the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Corporation and/or the City, as applicable. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions

conflict or are inconsistent with a subsequent written instruction. The Corporation and the City agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Corporation and/or the City, as applicable; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(w) In acting or omitting to act pursuant to the Lease Agreement, the Site and Facility Lease or any other document contemplated or executed in connection herewith, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Trust Agreement and the Lease Agreement, including, but not limited to, this Article IX.

(x) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(y) The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

(z) The Trustee may consult with counsel, who may be counsel of or to the City or the Corporation, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

(aa) Whenever in the administration of the trusts imposed upon it by this Trust Agreement the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Trust Agreement in reliance upon such certificate, but the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 9.03. Fees, Charges and Expenses of Trustee. The City shall pay and reimburse the Trustee for such fees for its services rendered hereunder as shall be agreed upon in writingand under the Assignment Agreement and all advances and expenditures, including but not limited to, advances to and reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys or other experts employed by the Trustee in connection with such services and the Trustee shall, in the Event of Default, have a first and prior lien on the funds held hereunder to secure the same. The Trustee's rights hereunder, including its rights under Section 12.03 hereof, shall survive its resignation or removal and final payment of the Certificates. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 9.04. Notice to Certificate Owners of Default. If an Event of Default occurs of which the Trustee has been given or is deemed to have notice pursuant to Section 9.02(i) hereof, then the Trustee shall, within ninety (90) days of the occurrence thereof, give written notice thereof at the expense of the City by first class mail, postage prepaid, to the Owner of each Certificate, unless such Event of Default shall have been cured before the giving of such notice; *provided, however* that unless such Event of Default consists of the failure by the City to make any Lease Payment when due, the Trustee may elect not to give such notice if and so long as the Trustee in good faith determines that it is in the best interests of the Certificate Owners not to give such notice.

Section 9.05. Intervention by Trustee. In any judicial proceeding to which the Corporation or the City is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Certificates, the Trustee may intervene on behalf of the Certificate Owners and shall do so if requested in writing by the Owners of at least twenty-five percent (25%) of the aggregate principal amount of Certificates then Outstanding, provided the Trustee shall have no duty to take such action unless it has received payment or reimbursement and has been indemnified to its satisfaction as provided in Section 9.02(n) hereof against all risk or liability arising from such action.

Section 9.06. Removal of Trustee. Upon thirty (30) days' notice, the City (so long as no Event of Default shall have occurred and be continuing) or the Owners of at least a majority of the aggregate principal amount of Certificates then Outstanding may, with the consent of the Corporation, remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee and the Corporation, and may appoint a successor or successors thereto; provided that any such successor shall be a Corporation or association meeting the requirements set forth in Section 9.01 hereof.

Section 9.07. Resignation by Trustee. The Trustee and any successor Trustee may, at any time, resign by giving thirty (30) days' written notice by registered or certified mail to the City and the Corporation.

Section 9.08. Appointment of Successor Trustee. In the event of the removal or resignation of the Trustee pursuant to Sections 9.06 or 9.07 hereof, the City shall promptly appoint a successor Trustee. In the event the City shall, for any reason whatsoever, fail to appoint a successor Trustee within thirty (30) days following the delivery to the Trustee of the instrument described in Section 9.06 hereof or within thirty (30) days following the receipt of notice by the City pursuant to Section 9.07 hereof, the Trustee may apply to a court of competent jurisdiction at the expense of the City, for the appointment of a successor Trustee meeting the requirements of Section 9.01 hereof. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the City purporting to appoint a successor Trustee following the expiration of such thirty (30) day period. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee.

Section 9.09. Merger or Consolidation. Any company or association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company or association shall be eligible under Section 9.01 hereof, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other

matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.10. Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also the Corporation and the City an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Upon such acceptance, the City shall mail, by first class mail, postage prepaid, or cause the mailing of, notice thereof to the Certificate Owners at their respective addresses set forth on the Registration Books. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article IX, shall be filed or recorded by the successor Trustee in each recording office where the Assignment Agreement shall have been filed or recorded.

ARTICLE X

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 10.01. Amendments Permitted. This Trust Agreement and the rights and obligations of the Owners of the Certificates, the Lease Agreement and the rights and obligations of the parties thereto, the Site and Facility Lease and the rights and obligations of the parties thereto and the Assignment Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of the Owners of at least fifty percent (50%) in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03 hereof, shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof, without the express consent of the Owner of such Certificate; or (2) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of a Lease Agreement; or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 10.02 hereof.

This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Lease Agreement and the rights and obligations of the respective parties thereto, and the Assignment Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only to the extent permitted by law and only (1) to add to the covenants and agreements of the Corporation or the City; (2) to cure, correct or supplement any ambiguous or defective provision contained herein or therein and which shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interests of the Owners of the Certificates; (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interests of the Owners of the Certificates; (4) to make such additions, deletions or modifications as may be necessary or appropriate in the opinion of bond counsel to assure the exclusion from gross income for federal income tax purposes of the interest component of Lease Payments and the interest payable with respect to the Certificates; (5) to add to the rights of the Trustee; or (6) to maintain the rating or ratings assigned to the Certificates. Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto or thereto, as the case may be.

This Trust Agreement and the Lease Agreement may not be modified or amended at any time by a supplemental agreement which would modify any of the rights and obligations of the Trustee without its written assent thereto.

The Trustee shall receive an opinion of Independent Counsel that any amendment entered into hereunder complies with the provisions of this Article X and the Trustee may rely conclusively on such opinion.

Section 10.02. Procedure for Amendment with Written Consent of Certificate Owners. This Trust Agreement and the Lease Agreement may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners of the Certificates is required pursuant to Section 10.01 hereof. A copy of such supplemental agreement (or a

summary thereof), together with a request to the Certificate Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Trustee at the expense of the City, to each Owner of a Certificate at his address as set forth on the Registration Books, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as in this Section 10.02 provided.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03 hereof) and a notice shall have been mailed as hereinafter in this Section 10.02 provided. Each such consent shall be effective only if accompanied by proof of ownership of the Certificates for which such consent is given, which proof shall be such as is permitted by Section 2.11 hereof. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in the following paragraph of this Section 10.02 provided for has been mailed.

After the Owners of the required percentage of Certificates shall have filed their consents to such supplemental agreement, the Trustee shall mail by first class mail, postage prepaid, a notice at the expense of the City, to the Owners of the Certificates in the manner hereinbefore provided in this Section 10.02 for the mailing of such supplemental agreement of the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section 10.02 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section 10.02 to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Certificates at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

Section 10.03. Disqualified Certificates. Certificates owned or held by or for the account of the City or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the City (except any Certificates held in any pension or retirement fund) shall not be deemed Outstanding (unless all such Certificates are owned or held, in which case all such Certificates shall be deemed Outstanding) for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; *provided, however*, that the Trustee shall not be liable for determining whether Certificates are owned or held by the City or any such other person unless such Certificates are registered in the name of the City on the Registration Books.

Section 10.04. Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or a Lease Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed

to be part of the terms and conditions of this Trust Agreement or a Lease Agreement, as the case may be, for any and all purposes.

Section 10.05. Endorsement or Replacement of Certificates Delivered After Amendments. The City may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Certificate Outstanding at such effective date and presentation of his Certificate for such purpose at the Designated Corporate Trust Office, a suitable notation shall be made on such Certificate. The City may determine that the delivery of substitute Certificates, so modified as in the opinion of the City is necessary to conform to such Certificate Owners' action, is necessary and such substitute Certificates shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such substitute Certificate shall be exchanged at the Designated Corporate Trust Office, at the expense of the City, for a Certificate of the same character then Outstanding, upon surrender of such Outstanding Certificate.

Section 10.06. Amendatory Endorsement of Certificates. The provisions of this Article X shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by him, provided that proper notation thereof is made on such Certificates.

ARTICLE XI

COVENANTS

Section 11.01. Compliance with and Enforcement of Lease Agreement. The City covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease Agreement. The Corporation covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease Agreement.

The City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of their respective Lease Agreement by the Corporation thereunder. The Corporation and the City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or either of them, in the Property, which may or can in any manner affect such estate of the City or the Corporation, will deliver the same, or a copy thereof, to the Trustee.

Section 11.02. Observance of Laws and Regulations. The City and the Corporation will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on them by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City or the Corporation, respectively, including its right to exist and carry on business as a public entity, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.03. Prosecution and Defense of Suits. The City shall promptly, upon request of the Trustee or any Certificate Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Certificate Owner harmless from all loss, cost, damage and expense, including reasonable attorneys' fees and expenses, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 11.04. Recordation and Filing. The City shall record and file, or cause to be recorded and filed, the Site and Facility Lease, the Lease Agreement (or a memorandum thereof), the Assignment Agreement and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Certificate Owners.

Section 11.05. Budgets. The City shall supply to the Trustee as soon as practicable, but not later than July 1 in each year, a written determination by a City Representative that the City has made adequate provision in its annual budget for the payment of Lease Payments due under the Lease Agreement in the Fiscal Year covered by such budget. The determination given by the City to the Trustee shall be that the amounts so budgeted are fully adequate for the payment of all Lease Payments and Additional Payments due under the Lease Agreement in the annual period covered by such budget.

Section 11.06. Further Assurances. The Corporation and the City will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Lease Agreement, or as may be requested by the Trustee and for the better assuring and confirming unto the Owners of the Certificates and the Trustee the rights and benefits provided herein.

Section 11.07. Satisfaction of Conditions Precedent. The City hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Lease Agreement and this Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of the Certificates, do exist, have happened and have been performed in due time, form and manner as required by law.

Section 11.08. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Trust Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the holders of at least 25% aggregate principal amount of Outstanding Certificates, or any holder or beneficial owner of the Certificates may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.01. Limited Liability of City. Except for the payment of Lease Payments when due in accordance with the Lease Agreement and the performance of the other covenants and agreements of the City contained in the Lease Agreement and this Trust Agreement, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificates with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee, except as expressly set forth herein.

Section 12.02. No Liability of City or Corporation for Trustee Performance. Neither the City nor the Corporation shall have any obligation or liability to any of the other parties or to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 12.03. Indemnification of Trustee. The City shall to the extent permitted by law indemnify and save the Trustee, its officers, employees, directors, affiliates and agents harmless from and against all claims, losses, costs, expenses, liability and damages, including reasonable legal fees and expenses (including allocated costs of internal counsel), arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Property by the Corporation or the City; (ii) any breach or default on the part of the Corporation or the City the performance of any of their respective obligations under the Lease Agreement, the Assignment Agreement, this Trust Agreement and any other agreement made and entered into for purposes of the Property; (iii) any act of the Corporation or the City or of any of their respective agents, contractors, servants, employees, licensees with respect to the Property; (iv) any act of any assignee of, or purchaser from the Corporation or the City or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Property; (v) the authorization of payment of Delivery Costs; (vi) the actions of any other party, including but not limited to the ownership, operation or use of the Property by the Corporation or the City including, without limitation, the use, storage, presence, disposal or release of any Hazardous Substances on or about the Property; (vii) the Trustee's exercise and performance of its powers and duties hereunder or as assigned to it under the Assignment Agreement or any other documents contemplated or executed in connection herewith or therewith; (viii) the offering and sale of the Certificates; (ix) the presence under or about or release from the Property, or any portion thereof, of any substance, material or waste which is or becomes regulated or classified as hazardous or toxic under State, local or federal law, or the violation of any such law by the City; or (x) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading, in any official statement or other offering document utilized in connection with the sale of the Certificates. Such indemnification shall include the costs and expenses of defending against any claim or liability arising under this Trust Agreement. No indemnification will be made under this Section 12.03 or elsewhere in this Trust Agreement for willful misconduct or negligence under this Trust Agreement by the Trustee, its officers, affiliates or employees. The City's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates or resignation or removal of the Trustee. This Section 12.03 shall survive the termination of this Trust Agreement and the earlier removal or resignation of the Trustee.

Section 12.04. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the City, the Corporation, the Trustee and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the City, the Corporation, the Trustee and said Owners.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01. Assignment of Rights. Pursuant to the Assignment Agreement, the Corporation has transferred, assigned and set over to the Trustee all of the Corporation's rights in and to the Lease Agreement (excepting only the Corporation's rights to give approvals and consents, and its rights under Sections 5.8, 7.3 and 9.4 and its obligations thereof), including without limitation all of the Corporation's rights to exercise such rights and remedies conferred on the Corporation pursuant to the Lease Agreement as may be necessary or convenient (i) to enforce payment of the Lease Payments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund, and (ii) otherwise to exercise the Corporation's rights and take any action to protect the interests of the Trustee or the Certificate Owners in an Event of Default.

Section 13.02. Remedies. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, and shall upon request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, and upon payment of its reasonable fees and expenses, including reasonable counsel fees, and being indemnified to its satisfaction therefor shall, exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement; provided, however, that notwithstanding anything herein or in the Lease Agreement to the contrary, there shall be no right under any circumstances to accelerate the maturities of the Certificates or otherwise to declare any Lease Payment not then in default to be immediately due and payable.

Section 13.03. Application of Funds. All moneys held by the Trustee in the funds and accounts held hereunder and all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XIII or Article IX of the Lease Agreement shall be applied by the Trustee in the following order upon presentation of the several Certificates:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default, and collecting moneys owed hereunder, including reasonable compensation to its agents, attorneys and counsel (including allocated costs of internal counsel), including all fees, indemnity and expenses past due, and then fees, costs and expenses of the Certificate Owners in declaring such Event of Default, and collecting moneys owed hereunder, including reasonable compensation to its agents, attorneys and counsel; and

Second, to the payment of the whole amount then owing and unpaid with respect to the Certificates for principal and interest, with interest on the overdue principal and installments of interest at the rate per annum payable with respect to the Certificates (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Certificates, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 13.04. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, or if there shall be nonpayment of principal or interest with respect to the Certificates, the Trustee shall, upon the written request of the Owners of a majority in

principal amount of the Certificates then Outstanding, and upon payment of its fees and expenses, including counsel fees and expenses, and being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as shall be deemed most effectual in support of any of its rights or duties hereunder. If one or more Events of Default shall occur and be continuing, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers for the Property and for any property securing the Certificates and the revenues, income, produce, and profits thereon. In the case of any receivership, insolvency, bankruptcy, reorganization, or other judicial proceedings affecting the City or the Property, the Trustee shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Trustee and Owners allowed in such proceedings for the entire amount due and payable under this Trust Agreement at the time of the institution of such proceedings, and also for any additional amount which may become due and payable thereafter, without prejudice to the right of any Owner to file a claim on his or her own behalf. The Trustee shall not be obligated to take any such action unless offered compensation, indemnity for its potential liability, and reimbursement for its reasonable legal fees and expenses in accordance with this Section 13.04. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Certificate Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Certificates or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Certificate Owners so affected.

Section 13.05. Non-waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement or in the Certificates, shall affect or impair the obligation of the City to pay or prepay the Lease Payments as provided in the Lease Agreement, or affect or impair the right of action, which is absolute and unconditional, of the Certificate Owners to institute suit to enforce and collect such payment. No delay or omission of the Trustee or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trustee or to the Owners of Certificates may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Certificate Owners.

Section 13.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, upon the request of the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however*, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of a majority in aggregate principal amount of the Certificates Outstanding.

Section 13.08. Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate executed and delivered hereunder shall have the right to institute any suit, action or

proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Owners of at least twenty-five percent (25%) in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificates shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's fractional interest in the Lease Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section 13.08 or any other provision of this Trust Agreement.

Section 13.09. Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Corporation and the Trustee, their officers, employees and agents, and the Owners any right, remedy or claim under or by reason of this Trust Agreement, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Corporation and the Trustee, their officers, employees and agents, and the Owners.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Defeasance. If and when all Outstanding Certificates shall be paid and discharged and all other amounts due and owing hereunder have been paid (as set forth below) then, notwithstanding that any Certificates shall not have been surrendered for payment, all obligations of the Corporation, the Trustee and the City with respect to all Outstanding Certificates shall cease and terminate, except only the obligations of the City under Section 12.03 hereof and to pay or cause to be paid, from Lease Payments paid by or on behalf of the City from funds deposited pursuant to paragraph (b) of this Section 14.01, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraph (b), the Certificates shall continue to represent direct and fractional interests of the Owners thereof in Lease Payments under the Lease Agreement.

Such payment and discharge may be accomplished in either of the following ways:

(a) by well and truly paying or causing to be paid the principal, and interest with respect to all Certificates Outstanding, as and when the same become due and payable;

(b) by irrevocably depositing with the Trustee or another fiduciary security for the payment of Lease Payments as more particularly described in Section 10.1 of the Lease Agreement, to be applied to pay the Lease Payments as the same become due and payable and prepay the Lease Payments in full on any prepayment date, pursuant to Section 10.1 of the Lease Agreement.

(c) by irrevocably depositing with the Trustee or another fiduciary, in trust, Defeasance Obligations in such amount as an Accountant (hereinafter defined) shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Trust Agreement, be fully sufficient to pay and discharge the City's obligations with respect to all Certificates or the applicable portion of (including all principal, interest and redemption premiums) at or before maturity.

Any funds held by the Trustee, at the time of one of the events described in paragraphs (a) or (b) of this Section 14.01, which are not required for the payment to be made to Owners shall, after payment of all fees and expenses of the Trustee, including attorneys' fees and expenses (including allocated costs of internal counsel), be paid over to the City.

Certificates shall be deemed Outstanding under this Trust Agreement unless and until they are in fact paid and retired or the above criteria are met.

Section 14.02. Records. The Trustee shall keep records in accordance with corporate trust industry standards of all moneys received and disbursed by it under this Trust Agreement, which shall be available for inspection by the City, the Corporation and any Owner of at least five percent (5%) of the Outstanding principal amount of the Certificates, or the agent of any of them, at any time during regular business hours on any Business Day upon reasonable prior notice.

Section 14.03. Notices. All written notices to be given under this Trust Agreement shall be given by first class mail, postage prepaid, overnight mail, courier, and if the information is included below by fax or email to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice

shall be effective upon deposit in the United States first class mail, postage prepaid to the address set forth below:

If to the Corporation:	Public Property Financing Corporation of California 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Attention: Treasurer Phone: (805) 267-7140
If to the City:	City of Newark 37101 Newark Boulevard Newark, CA 94560 Attention: City Manager Phone: (510) 578-4427 Email: _____
If to the Trustee:	MUFG Union Bank, N.A. 350 California Street, 17th Floor San Francisco, CA 94014 Attention: Corporate Trust Department Phone: (415) 273-2515 Fax: (415) 273-3492 with a copy to: *SFCT@unionbank.com*

The Corporation, the City and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 14.04. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 14.05. Binding Effect; Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever in this Trust Agreement the Corporation, the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 14.06. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. The exchange of copies of this Trust Agreement and of signature pages by facsimile or pdf transmission shall constitute effective execution and delivery of this Trust Agreement s to the parties hereto and may be used in lieu of the original Trust Agreement and signature pages for all purposes.

Section 14.07. Destruction of Canceled Certificates. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City of any Certificates, the Trustee may, in lieu of such cancellation and delivery, destroy such Certificates and shall deliver a certificate of such destruction to the City.

Section 14.08. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All

references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 14.09. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by first class mail, postage prepaid, or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 14.10. Payments Due on Other than Business Day. If the date for making any payment as provided in this Trust Agreement is not a Business Day, such payment may be made on the next succeeding Business Day with the same force and effect as if done on the date provided therefore herein.

Section 14.11. Payment of Unclaimed Moneys. Notwithstanding any provisions of this Trust Agreement and subject to the escheat laws of the State, any moneys held by the Trustee in trust for the payment of the principal or interest due with respect to any Certificates and remaining unclaimed two years from the date of deposit of such funds, or if the law shall have been changed and the City has notified the Trustee of such change or the Trustee notifies the City, then on the date thirty (30) days prior to the then applicable escheat provision of State law, shall, on such date, be repaid to the City (without liability for interest) free from the trusts created by this Trust Agreement, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the City as aforesaid, the Trustee may (at the cost and request of the City) first mail to the Owners to whom such amounts have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the amounts so payable and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof. The Trustee shall not be liable for any interest on funds held by it. The City shall not be liable for any interest on the sums paid to it pursuant to this Section 14.11 and shall not be regarded as a trustee of such money.

Section 14.12. U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Trust Agreement agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

Section 14.13. Waiver of Jury Trial. EACH OF THE CORPORATION, THE CITY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LEASE AGREEMENT, THIS TRUST AGREEMENT, THE CERTIFICATES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 14.14. Separability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never

been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement as of the date and year first above written.

MUFG UNION BANK, N.A., as Trustee

By _____
Keith Sevigny, CCTS
Vice President

CITY OF NEWARK

By _____
David Benoun
City Manager

ATTEST:

_____
Sheila Harrington
City Clerk

PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA

By _____
Stefan A. Morton

EXHIBIT A

DEFINITIONS

"*Additional Payments*" means the payments so designated and required to be paid by the City pursuant to Section 4.7 of the Lease Agreement.

"*Assignment Agreement*" means the Assignment Agreement, dated as of September 1, 2019, by and between the Corporation and the Trustee, together with any duly authorized and executed amendments thereto.

"*Bond Counsel*" means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys appointed by or acceptable to the City of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

"*Business Day*" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the state in which the Designated Corporate Trust Office is located or in the State are closed or are required to close or a day on which the New York Stock Exchange is closed.

"*Certificate of Completion*" means the certificate of a City Representative certifying that the Project has been completed by the City and that all costs relating thereto have been paid.

"*Certificates*" means the $_____ aggregate principal amount of certificates of participation to be executed and delivered pursuant to the Trust Agreement which evidence direct, undivided fractional Interests of the Owners thereof in Lease Payments.

"*City*" means City of Newark, a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State.

"*City Representative*" means the Mayor, the City Manager, the Finance Director, or the designee of any such official, or any other person authorized by resolution delivered to the Trustee to act on behalf of the City under or with respect to the Site Lease, the Lease Agreement and the Trust Agreement.

"*Closing Date*" means September 5, 2019, the date upon which there is a physical delivery of the Certificates in exchange for the amount representing the purchase price of the Certificates by the Original Purchaser.

"*Code*" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced in the Lease Agreement or the Trust Agreement) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Code.

"*Continuing Disclosure Certificate*" shall mean that certain Continuing Disclosure Certificate executed by the City and dated the date of execution and delivery of the Certificates, as it may be amended from time to time in accordance with the terms thereof.

"*Corporation*" means the Public Property Financing Corporation of California, a nonprofit public benefit corporation organized and existing under and by virtue of the laws of the State.

"*Corporation Representative*" means the President, the Executive Director, the Treasurer and the Secretary of the Corporation, or the designee of any such official, or any other person authorized by resolution delivered to the Trustee to act on behalf of the Corporation under or with respect to the Site Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement.

"*Council*" means the City Council of the City.

"*County*" means Alameda County, a political subdivision of the State.

"*Defeasance Obligations*" means (a) cash, (b) direct non-callable obligations of the United States of America, (c) securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged, (d) Refcorp interest strips, (e) CATS, TIGRS, STRPS, and (f) subject to the prior written consent of the Municipal Bond Insurer, defeased municipal bonds rated AAA by S&P or Aaa by Moody's (or any combination of the foregoing).

"*Delivery Costs*" means all items of expense directly or indirectly payable by or reimbursable to the City or the Corporation relating to the execution and delivery of the Site Lease, the Lease Agreement, the Trust Agreement and the Assignment Agreement or the execution, sale and delivery of the Certificates, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, costs for statistical data, initial fees and charges of the Trustee (including the fees and expenses of its counsel), financing discounts, legal fees and charges, insurance fees and charges (including title insurance), financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Certificates, the premiums for the Municipal Bond Insurance Policy and the Reserve Policy and charges and fees in connection with the foregoing.

"*Delivery Costs Fund*" means the fund by that name established and held by the Trustee pursuant to Section 3.01 of the Trust Agreement.

"*Designated Corporate Trust Office*" means the corporate trust office of the Trustee as designated in Section 11.13 of the Trust Agreement or such other office designated by the Trustee from time to time except that with respect to presentation of Certificates for payment or for registration of transfer and exchange or surrender and cancellation, such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

"*Escrow Bank*" means MUFG Union Bank, N.A., as trustee as escrow bank under the 2002 Escrow Agreement and the 2012 Escrow Agreement.

"*Event of Default*" means an event of default under the Lease Agreement, as defined in Section 9.1 thereof.

"*Facility*" means, collectively, those facilities described in Exhibit B to the Site Lease and in Exhibit B to the Lease Agreement.

"Federal Securities" means (a) Cash, and (b) obligations of, or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States including: (i) United States treasury obligations, (ii) all direct or fully guaranteed obligations, (iii) General Services Administration, (iv) Guaranteed Title XI financing, (v) Government National Mortgage Association (GNMA), and (vi) State and Local Government Series.

"*Fiscal Year*" means the twelve-month period beginning on July 1 of any year and ending on May 30 of the next succeeding year, or any other twelve-month period selected by the City as its fiscal year.

"*Independent Counsel*" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the City or the Trustee.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information or disseminating notices of redemption of obligations similar to the Certificates.

"*Insurance and Condemnation Fund*" means the fund by that name established and held by the Trustee pursuant to Section 7.01 of the Trust Agreement.

"*Interest Payment Date*" means the first (1st) day of June and December in each year, commencing June 1, 2019, so long as any Certificates are Outstanding.

"*Lease Agreement*" means that certain agreement for the lease of the Property by the Corporation to the City, dated as of September 1, 2019, together with any duly authorized and executed amendments thereto.

"*Lease Payment Date*" means the fifteenth (15th) day of May and November in each year during the Term of the Lease Agreement, commencing November 15, 2019.

"*Lease Payment Fund*" means the fund by that name established and held by the Trustee pursuant to Section 5.02 of the Trust Agreement.

"*Lease Payments*" means the total payments required to be paid by the City pursuant to Section 4.4 of the Lease Agreement, including any prepayment thereof pursuant to Article X of the Lease Agreement, which payments consist of an interest component and a principal component, as set forth in Exhibit C to the Lease Agreement.

"*Moody's*" means Moody's Investors Service, New York, New York, or its successors.

"*Municipal Bond Insurance Policy*" means the municipal bond insurance policy issued by the Municipal Bond Insurer guaranteeing the payment, when due, of the principal and interest with respect to the Certificates.

"*Municipal Bond Insurer*" means Build America Mutual Assurance Company, a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia, or any successor thereto or assigns thereof.

"*Net Proceeds*," when used with respect to insurance or condemnation proceeds, means any insurance proceeds or condemnation award paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"*Original Purchaser*" means the first purchaser of the Certificates upon their delivery by the Trustee on the Closing Date.

"*Outstanding*," when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 10.03 of the Trust Agreement) all Certificates theretofore executed and delivered by the Trustee under the Trust Agreement except:

(a) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Certificates for the payment or redemption of which funds or Defeasance Obligations in the necessary amount shall have theretofore been deposited with the Trustee or an escrow holder (whether upon or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 4.03 of the Trust Agreement or provision satisfactory to the Trustee shall have been made for the giving of such notice;

(c) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to Section 2.09 of the Trust Agreement; and

(d) Certificates paid pursuant to Section 2.09 of the Trust Agreement.

"*Owner*" or "*Certificate Owner*" or "*Owner of a Certificate*," or any similar term, when used with respect to a Certificate means the person in whose name such Certificate shall be registered on the Registration Books.

"*Participating Underwriter*" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"*Permitted Encumbrances*" means, as of any particular time: (a) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the City may, pursuant to provisions of Article V of the Lease Agreement, permit to remain unpaid; (b) the Site Lease; (c) the Lease Agreement; (d) the Assignment Agreement; (e) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (f) easements, rights-of-way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which the City certifies in writing will not materially impair the use of the Property; and (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of the Lease Agreement and to which the Corporation and the City agree in writing do not reduce the value of the Property.

"*Permitted Investments*" means any of the following:

(a) Federal Securities;

(b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including: (i) Export-Import Bank, (ii) Rural

Economic Community Development Administration, (iii) U.S. Maritime Administration, (iv) Small Business Administration, (v) U.S. Department of Housing & Urban Development (PHAs), and (vi) Federal Housing Administration;

(c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America: (i) senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), (ii) obligations of the Resolution Funding Corporation (REFCORP), and (iii) senior debt obligations of the Federal Home Loan Bank System;

(d) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks, which may include the Trustee and its affiliates, which have a rating on their short-term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(e) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase;

(f) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P, including funds for which the Trustee, its parent holding company, if any, or any affiliate or subsidiary of the Trustee, provide investment advisory or other management services;

(g) Pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or (B) (i) which are fully secured as to principal, interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (a) above, which escrow may be applied only to the payment of such principal, interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal, interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) Municipal obligations rated "Aaa/AAA" or general obligations of states with a rating of "A2/A" or higher by both Moody's and S&P (excluding those with a floating net asset value);

(i) the Local Agency Investment Fund maintained by the State;

(j) Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the California Government Code which invests exclusively in investments permitted by section 53635 of Title 5, Division 2, Chapter 4 of the California Government Code, as it may be amended, including but not limited to the California Asset Management Program (CAMP); and

(k) The Alameda County Investment Pool

"*Proceeds*," when used with reference to the Certificates, means the face amount of the Certificates, less original issue discount.

"*Project*" means the new Newark Civic Center, more particularly described in Exhibit C to the Trust Agreement.

"*Project Costs*" means all costs of payment of, or reimbursement for, the Project.

"*Project Fund*" means the fund by that name established and held by the County Director of Finance for the benefit of the City which moneys deposited therein shall be disbursed for the payment of Project Costs in accordance and upon compliance with procedures established by the County Director of Finance.

"*Property*" means, collectively, the Site and the Facility.

"*Rating Category*" means, with respect to any Permitted Investment, one of the generic categories of rating by Moody's or S&P applicable to such Permitted Investment, without regard to any refinement or graduation of such rating category by a plus or minus sign or a numeral.

"*Registration Books*" means the records maintained by the Trustee pursuant to Section 2.12 of the Trust Agreement for registration of the ownership and transfer of ownership of the Certificates.

"*Regular Record Date*" means the close of business on the fifteenth (15th) day of the month preceding each Interest Payment Date, whether or not such fifteenth (15th) day is a Business Day.

"*Rental Period*" means each twelve-month period during the Term of the Lease Agreement commencing on June 2 in any year and ending on June 1 in the next succeeding year; *provided, however*, that the first Rental Period shall commence on the Closing Date and shall end on June 1, 2020.

"*Reserve Fund*" means the fund by that name established and held by the Trustee pursuant to Section 6.01 of the Trust Agreement.

"*Reserve Policy*" means the Municipal Bond Insurance Policy issued by the Municipal Bond Insurer for deposit in the Reserve Fund in an amount equal to the Reserve Requirement.

"*Reserve Requirement*" means an amount equal to the maximum annual Lease Payments, which amount shall be $_____ on the Closing Date. The amount of the Reserve Requirement shall not be reduced unless the Certificates are partially refunded, in which such amount shall be reduced to an amount equal to maximum annual Lease Payments relating to the Certificates not so refunded, as specified in a certificate of a City Representative delivered to the Trustee.

"*S&P*" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, New York, New York, or its successors.

"*Securities Depositories*" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041 Attention: Call Notification Department; or to such other addresses

and/or such other registered securities depositories holding substantial amounts of obligations of types similar to the Certificates.

"*Site*" means, collectively, that certain real property more particularly described in Exhibit A to the Site Lease and in Exhibit A to the Lease Agreement.

"*Site Lease*" means the Site Lease, dated as of September 1, 2019, by and between the City, as lessor, and the Corporation, as lessee, together with any duly authorized and executed amendments thereto.

"*State*" means the State of California.

"*Term of the Lease Agreement*" means the time during which the Lease Agreement is in effect, as provided in Section 4.2 of the Lease Agreement.

"*Trust Agreement*" means the Trust Agreement, dated as of September 1, 2019, by and among the City, the Corporation and the Trustee, together with any duly authorized amendments thereto.

"*Trustee*" means MUFG Union Bank, N.A., or any successor thereto, acting as Trustee pursuant to the Trust Agreement.

"*2002 Certificates*" means the City of Newark Certificates of Participation (2002 Silliman Community Activity Center/Old Town Fire Station Project), currently outstanding in the principal amount of $2,240,000.

"*2002 Escrow Agreement*" means the Escrow Agreement, dated the Closing Date, by and between the City and the Escrow Bank, to provide for the prepayment of the 2002 Lease Payments and the redemption of the 2002 Certificates.

"*2002 Escrow Fund*" means the fund by that name established and held by the Escrow Bank under the 2002 Escrow Agreement.

"*2002 Lease Agreement*" means the Lease Agreement, dated as of August 1, 2002, by and between the Newark Public Financing Authority and the City.

"*2002 Lease Payments*" means the lease payments payable by the City under the 2002 Lease Agreement

"*2012 Escrow Agreement*" means the Escrow Agreement, dated the Closing Date, by and between the City and the Escrow Bank, to provide for the prepayment of the 2012 Lease Payments.

"*2012 Escrow Fund*" means the fund by that name established and held by the Escrow Bank under the 2012 Escrow Agreement.

"*2012 Lease Agreement*" means the Lease Agreement, dated as of April 1, 2012, by and between the Newark Public Financing Authority and the City, currently outstanding in the principal amount of $5,767,712.

"*2012 Lease Payments*" means the lease payments payable by the City under the 2012 Lease Agreement

EXHIBIT B

FORM OF THE CERTIFICATES

Certificate of Participation
(2019 Financing Project)
Evidencing a Direct, Undivided Fractional Interest of the
Owners Hereof in Lease Payments to be Made by the
CITY OF NEWARK
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Public Property Financing Corporation of California

RATE OF INTEREST	MATURITY DATE	DATED DATE	CUSIP
_____%	June 1, ____	September 5, 2019	___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns (the "Owner"), as the registered owner of this Certificate of Participation (the "Certificate"), is the owner of a direct, undivided, fractional interest in a portion of the lease payments (the "Lease Payments") to be paid by the City of Newark, a municipal corporation and general law city, duly organized and existing under the laws of the State of California (the "City"), pursuant to that certain Lease Agreement, dated as of September 1, 2019, by and between the Public Property Financing Corporation of California, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation") and the City (the "Lease Agreement"), which Lease Payments, prepayments and certain other rights and interests under the Lease Agreement have been assigned to MUFG Union Bank, N.A., as trustee (the "Trustee"), having a corporate trust office in San Francisco, California, or any other such location so designated by the Trustee (the "Designated Corporate Trust Office").

The Owner is entitled to receive, subject to the terms of the Lease Agreement, on the Maturity Date identified above, the Principal Amount identified above, representing a direct, undivided fractional portion of the Lease Payments designated as principal coming due on such date, and to receive on June 1 and December 1 of each year, commencing December 1, 2019 (each, an "Interest Payment Date"), until payment in full of said Principal Amount, the Owner's direct, undivided fractional share of the Lease Payments designated as interest coming due during the six months immediately preceding each of the Interest Payment Dates; provided that interest represented hereby shall be payable from the Interest Payment Date next preceding the date of execution of this Certificate unless (i) this Certificate is executed on an Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (ii) this Certificate is executed after the close of business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date, and prior to such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (iii) this Certificate is executed on or before November 15, 2019, in which event interest shall be payable from the Dated Date stated above; *provided, however*, that if, as of the date of execution of any Certificate, interest is in default with respect to any Outstanding Certificates, interest represented by such

Certificate shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Certificates. Payment of defaulted interest shall be paid by check of the Trustee mailed to the registered owners of the Certificates as of a special record date to be fixed by the Trustee, notice of which shall be given to the registered owners of the Certificates not less than ten (10) days prior to such special record date. Said direct, undivided fractional share of the portion of the Lease Payments designated as interest is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the Rate of Interest per annum identified above. Interest represented hereby is payable in lawful money of the United States of America by check mailed by the Trustee on each Interest Payment Date by first class mail to the Owner at his address as it appears on the registration books of the Trustee, as of the close of business on the fifteenth (15th) day of the month immediately preceding each Interest Payment Date or, upon written request filed with the Trustee prior to the fifteenth (15th) day of the month immediately preceding the Interest Payment Date by a registered owner of at least $1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by each registered owner in such written request. Principal represented hereby is payable in lawful money of the United States of America by check of the Trustee upon presentation and surrender hereof at the Designated Corporate Trust Office.

This Certificate has been executed and delivered by the Trustee pursuant to the terms of a Trust Agreement by and among the Trustee, the Corporation and the City, dated as of September 1, 2019 (the "Trust Agreement"). The City is authorized to enter into the Lease Agreement and the Trust Agreement under the laws of the State of California. Reference is hereby made to the Lease Agreement and the Trust Agreement (copies of which are on file at the Designated Corporate Trust Office) for a description of the terms on which the Certificates are delivered, the rights thereunder of the registered owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the City under the Lease Agreement, all of the provisions of which the Owner of this Certificate, by acceptance hereof, assents and agrees.

The City is obligated under the Lease Agreement to pay Lease Payments from any source of legally available moneys and the City has covenanted in the Lease Agreement to make the necessary annual appropriations therefor. The obligation of the City to pay the Lease Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Lease Payments does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the registered owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then outstanding and may be amended without such consent under certain circumstances; provided that no such amendment shall impair the right of any registered owner to receive, in any case, such registered owner's fractional share of any Lease Payment or prepayment thereof in accordance with such registered owner's Certificate, without the consent of such registered owner.

This Certificate is transferable and exchangeable by the Owner, in person or by his attorney duly authorized in writing, at the Designated Corporate Trust Office, but only in the manner, subject to the limitations and upon payment of any charges provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer, a new Certificate or Certificates of an authorized denomination or denominations for the same aggregate principal amount will be delivered to the transferee in exchange for this Certificate.

The City, the Corporation and the Trustee may treat the Owner as the absolute owner hereof for all purposes, whether or not the payments represented by this Certificate shall be overdue and the City, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Certificates maturing on or before June 1, 2029, are not subject to optional redemption. Certificates maturing on and after June 1, 2030, are subject to redemption prior to their respective stated maturity dates, at the option of the City, from the proceeds of optional prepayments of Lease Payments made by the City pursuant to the Lease Agreement, in whole or in part, on any date on or after June 1, v, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, from the proceeds of the optional prepayment of Lease Payments made by the City pursuant to the Lease Agreement, without premium.

The Certificates maturing on June 1, ____, are subject to mandatory redemption in part on June 1, ____, and on each June 1 thereafter, to and including June 1, ____, from the principal components of scheduled Lease Payments required to be paid by the City pursuant to the Lease Agreement with respect to each such redemption date, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (June 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

. The Certificates maturing on June 1, ____, are subject to mandatory redemption in part on June 1, ____, and on each June 1 thereafter, to and including June 1, ____, from the principal components of scheduled Lease Payments required to be paid by the City pursuant to the Lease Agreement with respect to each such redemption date, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (June 1)	Principal Amount of Certificates to be Redeemed

†Maturity.

The Certificates are subject to extraordinary redemption, in whole or in part, on any Interest Payment Date, in an order of maturity determined by the City, from the Net Proceeds of insurance or eminent domain proceedings credited towards the redemption of the Lease Payments pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest represented thereby to the date fixed for redemption, without premium.

Notice of redemption is to be given by the Trustee by mailing a redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate registration books maintained by the Trustee. Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) interest with respect to such Certificates or portions of Certificates shall cease to accrue and be payable. Neither the failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of Certificates.

Notwithstanding the foregoing, in the case of any optional redemption of the Certificates, the notice of redemption shall state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Certificates on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Certificates have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Certificates to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the Certificates for which notice of optional redemption was given shall remain Outstanding for all purposes of the Trust Agreement.

The Trustee has no obligation or liability to the registered owners of the Certificates to make payments of principal or interest with respect to the Certificates. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Certificates, the various funds and accounts established under the Trust Agreement. The Trustee makes no representation concerning the recitals contained in the Trust Agreement or in this Certificate.

The City has certified, recited and declared that all conditions, things and acts required by the constitution and statutes of the State of California, the Lease Agreement and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of this Certificate, do exist, have happened and have been performed in due time, form and manner as required by law.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Certificate executed is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, this Certificate has been executed by MUFG Union Bank, N.A., as trustee, acting pursuant to the Trust Agreement.

Date of Execution:

MUFG UNION BANK, N.A., as Trustee

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Certificate and do(es) hereby irrevocably constitute and appoint

_____,

attorney, to transfer the same on the registration books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

_____

NOTICE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT C

DESCRIPTION OF THE PROJECT

The Project consists of the City's new Civic Center to be located on the Site at 37101 Newark Boulevard, Newark, California. The Facility will consist of:

- A new 25,200 square foot, two-story, City Administration Building. The building will be a steel framed structure with stucco exterior.

- A new 25,760 square foot, two-story Library Building. The building will be a steel framed structure with stucco exterior.

- A new 26,180 square foot, single-story Police Building. The building will be a steel framed structure with stucco exterior.

- Demolition of the existing 32,000 square foot, seven-story building City Administration Building (building currently houses City administrative functions and the police department).

- On-site improvements.

- Off-site improvements (including sidewalks, street median reconfigurations, and traffic signal).

ESCROW AGREEMENT

by and between

CITY OF NEWARK, CALIFORNIA

and

MUFG UNION BANK, N.A., as Escrow Bank

Dated September 5, 2019

Relating to the refunding of the outstanding
Certificates of Participation
(2002 Silliman Community Activity Center/Old Town Fire Station Project)
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF NEWARK
to the Newark Public Financing Authority

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Escrow Agreement") is dated this 21st day of August, 2019, by and between the CITY OF NEWARK, a municipal Authority and general law city organized and existing under the laws of the State of California (the "City"), and MUFG UNION BANK, N.A. (formerly known as Union Bank of California, N.A.) (the "2002 Trustee") under the 2002 Trust Agreement, as hereinafter defined, as escrow bank hereunder (the "Escrow Bank");

W I T N E S S E T H :

WHEREAS, the City has heretofore entered into a lease agreement, dated as of August 1, 2002, by and between the Newark Public Financing Authority (the "Authority") and the City (the "2002 Lease"), pursuant to which the Authority agreed to lease certain real property and improvements (the "2002 Property") to the City, and the City agreed to make certain lease payments (the "2002 Lease Payments") to the Authority;

WHEREAS, the 2002 Lease provides that in the event that the City deposits, or causes the deposit on its behalf of, moneys in an amount, together with investment earnings, sufficient to make all or a portion of the 2002 Lease Payments when and as due, then all of the obligations of the City under the 2002 Lease and all of the security provided by the City for such obligations, excepting only the obligation of the City to make the 2002 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2002 Property shall be vested in the City without further action by the City or the Authority;

WHEREAS, pursuant to an assignment agreement, dated as of August 1, 2002 (the "2002 Assignment Agreement"), by and between the Authority and the 2002 Trustee, the Authority assigned to the 2002 Trustee its rights to receive 2002 Lease Payments from the City under the 2002 Lease and the right to exercise such rights and remedies conferred on the Authority under the 2002 Lease to enforce payment of the 2002 Lease Payments;

WHEREAS, pursuant to a trust agreement, dated as of August 1, 2002, by and among the City, the Authority and the 2002 Trustee (the "2002 Trust Agreement"), the 2002 Trustee agreed, among other matters, to execute and deliver certificates of participation (the "2002 Certificates") representing undivided fractional interests of the owners thereof to receive the 2002 Lease Payments made by the City and to apply such 2002 Lease Payments to the payment of principal and interest with respect to the 2002 Certificates, and to administer certain funds and accounts, created pursuant to the 2002 Trust Agreement;

WHEREAS, the City has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the City at this time to refinance the City's obligation to make the 2002 Lease Payments under the 2002 Lease and, as a result thereof, to provide for the defeasance of the 2002 Certificates and, to that end, the City proposes to lease certain real property and improvements (the "Property") from the Public Property Financing Corporation of California (the "Corporation") pursuant to that certain Lease Agreement, dated as of September 1, 2019 (the "Lease Agreement");

WHEREAS, the City proposes to make the deposit of moneys referenced in the 2002 Lease and to appoint the Escrow Bank for the purpose of applying said deposit to provide for the payment and prepayment of the 2002 Lease Payments in accordance with the instructions

provided by this Escrow Agreement and of applying said 2002 Lease Payments to provide for the redemption of the outstanding 2002 Certificates in full on September 13, 2019 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof (the "Redemption Price"), all in accordance with the 2002 Trust Agreement and the Escrow Bank desires to accept said appointment;

WHEREAS, to obtain moneys to make such deposit, and for certain other purposes, the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to MUFG Union Bank, N.A., as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of September 1, 2019, by and between the Corporation and the Trustee, and to enter into that certain Trust Agreement, dated as of September 1, 2019 (the "Trust Agreement"), by and among the Corporation, the City and the Trustee, whereby the Trustee agrees to execute and deliver certificates of participation in the principal amount of $_____ (the "Certificates"), each evidencing a direct, undivided fractional interest in a portion of the lease payments made by the City under the Lease Agreement;

WHEREAS, the City wishes to make such a deposit with the Escrow Bank and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, herein, shall have the meanings ascribed thereto in the 2002 Trust Agreement.

Section 2. Appointment of Escrow Bank. The City hereby appoints the Escrow Bank as escrow bank for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the City with, and to be held by, the Escrow Bank, as security for the payment of the 2002 Lease Payments as hereinafter set forth, an irrevocable escrow to be maintained in escrow by the Escrow Bank on behalf of the City and for the benefit of the owners of the 2002 Certificates, said escrow to be designated the City of Newark 2002 Certificates of Participation Escrow Fund (the "Escrow Fund"). All moneys deposited in the Escrow Fund shall be held as a special fund for the redemption of the 2002 Certificates in accordance with the provisions of the 2002 Trust Agreement. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Bank shall notify the City of such fact and the City shall immediately cure such deficiency. The Escrow Bank shall have no liability for such deficiency.

Section 4. Deposit into Escrow Fund; Investment of Amounts.

(a) Concurrently with delivery of the Certificates, the City shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of $_____ in immediately available funds, derived as follows:

(i) $_____ from the proceeds of the sale of the Certificates, and

(ii) $_____ from amounts on deposit in the Lease Payment Fund and the Reserve Fund maintained by the 2002 Trustee for the 2002 Certificates (the "2002 Funds").

(b) The Escrow Bank shall hold all amounts deposit in the Escrow Fund in cash, uninvested.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(d) Any money left on deposit in the Escrow Fund after payment in full of the 2002 Certificates, and the payment of all amounts due to the Escrow Bank hereunder, shall be transferred to the Trustee, for deposit in the Lease Payment Fund created and maintained by the Trustee under the Trust Agreement, to be applied to the payment of principal and interest with respect to the Certificates.

Section 5. Instructions as to Application of Deposit.

(a) The moneys deposited in the Escrow Fund pursuant to Section 4 shall be applied by the Escrow Bank for the sole purpose of paying the Redemption Price of the 2002 Certificates on the Redemption Date, as set forth in Exhibit A attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, in its capacity as 2002 Trustee, is hereby requested, and the Escrow Bank, in its capacity as 2002 Trustee, hereby agrees to give notice of the defeasance of the 2002 Certificates in the form of defeasance notice attached hereto as Exhibit B.

(c) The City has previously instructed the Escrow Bank, in its capacity as 2002 Trustee, to give notice of redemption of the 2002 Certificates, and the Escrow Bank, as 2002 Trustee, has given notice of redemption of the 2002 Certificates in accordance with the applicable provisions of the 2002 Trust Agreement.

Section 6. Application of 2002 Certificate Funds. On the date of deposit of amounts in the Escrow Fund pursuant to Section 4, the Escrow Bank, as 2002 Trustee, is hereby directed to withdraw all amounts on deposit in the 2002 Funds ($_____) and transfer such sum to the Escrow Fund.

Any amounts remaining on deposit in any fund or account established under the 2002 Trust Agreement for the 2002 Certificates, including any investment earnings received after the date of original delivery of the Certificates, shall be transferred by the Escrow Bank to the Trustee for deposit in the Lease Payment Fund created and maintained by the Trustee pursuant to the Trust Agreement and applied as a credit against payments of principal and interest with respect to the Certificates.

Section 7. Compensation to Escrow Bank. The City shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes. The provisions of this Section 7 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

Section 8. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the City shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the City or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or any securities deposited therein, the purchase of the securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof, the sufficiency of the securities or any uninvested moneys held hereunder to accomplish the defeasance of the Refunded 2002 Certificates, or any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the City, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank make no representations as to the sufficiency of the securities to be purchased pursuant hereto and any uninvested moneys to accomplish the payment of the Refunded 2002 Certificates pursuant to the 2002 Trust Agreement or to the validity of this Escrow Agreement as to the City and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the City.

The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the City shall not be required to indemnify the Escrow Bank against its own negligence or willful misconduct. The indemnities contained in this Section 9 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

Section 9. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2002 Certificates and the 2002 Insurer shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but with the consent of the 2002 Insurer, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the City, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2002 Certificates or the Bonds, and that such amendment will not cause interest on the 2002 Certificates or the Bonds to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Agreement, prior written notice thereof and draft copies of the applicable legal documents shall be provided by the City to each rating agency then rating the 2002 Certificates.

Section 10. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Agreement. Notice of any such invalidity or unenforceability shall be provided to each rating agency then rating the 2002 Certificates.

Section 11. Notice to Escrow Bank and City. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the Principal Corporate Trust Office of the Escrow Bank as specified by the Escrow Bank as 2002 Trustee in accordance with the provisions of the 2002 Trust Agreement. Any notice to or demand upon the City shall be deemed to have been sufficiently given or served for all purposes by being (a) mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2002 Lease, or (b) sent by facsimile and/or email with pdf attachments to the addresses listed in the notice section of the 2002 Lease (or such other address as may have been filed in writing by the City with the Escrow Bank).

Section 12. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2002 Trust Agreement, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 13. Governing Law. This Escrow Agreement shall be governed by the laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Escrow Bank have each caused this Escrow Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF NEWARK

By _____
David Benoun
City Manager

ATTEST:

_____
Sheila Harrington
City Clerk

MUFG UNION BANK, N.A., as 2002
Trustee and as Escrow Bank

By _____
Keith Sevigny, CCTS
Vice President

EXHIBIT A

PAYMENT AND REDEMPTION SCHEDULE

Date	Maturing Principal	Called Principal	Interest	Redemption Premium	Total Payment
9/13/19		$2,240,000		—	

EXHIBIT B

NOTICE OF DEFEASANCE

Certificates of Participation
(2002 Silliman Community Activity Center/Old Town Fire Station Project)
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF NEWARK
to the Newark Public Financing Authority

Maturity Date	Amount Defeased	Interest Rate	CUSIP No.
6/1/32	$2,240,000	5.000%	650231 CE1

NOTICE IS HEREBY GIVEN, on behalf of the City of Newark (the "City") to the owners of the outstanding Certificates of Participation evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Newark Public Financing Authority described above (the "Certificates"), that pursuant to the trust agreement authorizing the delivery of the Certificates (the "Trust Agreement"), the lien of the Trust Agreement with respect to the Certificates has been discharged through the irrevocable deposit of cash in an escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Agreement, dated September 5, 2019, by and between the City and MUFG Union Bank, N.A., as escrow agent. As a result of such deposit, the Certificates are deemed to have been paid and defeased in accordance with the Trust Agreement. The pledge of the funds provided for under the Trust Agreement and all other obligations of the City to the owners of the Certificates shall hereafter be limited to the application of moneys in the Escrow Fund for the redemption of the Certificates as described below.

The moneys deposited in the Escrow Fund are calculated to provide sufficient moneys to redeem the outstanding Certificates in full on September 13, 2019 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to such date. From and after the Redemption Date, interest with respect to the Certificates shall cease to accrue and be payable.

Dated: _____, 2019

MUFG UNION BANK, N.A.,
as Escrow Bank

ESCROW AGREEMENT

by and between the

CITY OF NEWARK

and

MUFG UNION BANK, N.A., as Escrow Bank

Dated September 5, 2019

Providing for the Prepayment of the
Lease Agreement, dated as of April 1, 2012, by and between
Newark Public Financing Authority and the City of Newark

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Escrow Agreement"), dated September 1, 2019, is by and between the CITY OF NEWARK, a municipal corporation and general law city organized and existing under and by virtue of the laws of the State of California (the "City"), and MUFG UNION BANK, N.A., a national banking association organized and existing under and by virtue of the laws of the United States of America, as escrow bank (the "Escrow Bank").

W I T N E S S E T H :

WHEREAS, the City has heretofore entered into a Lease Agreement, dated as of April 1, 2012 (the "2012 Lease Agreement"), with the Newark Public Financing Authority (the "Authority"), pursuant to which the Authority leased certain property to the City and the City agreed to make semi-annual lease payments which included a principal component and an interest component (the "2012 Lease Payments"), all for the purpose of enabling the City to refinance the acquisition and improvement of administrative facilities and, in particular, to provide for the refunding of the City of Newark Certificates of Participation (1998 Silliman Community Activity Center Project), and a portion of the City of Newark Certificates of Participation (2002 Silliman Community Activity Center/Old Town Fire Station Project);

WHEREAS, the 2012 Lease Payments have been assigned to Compass Bank (the "Assignee") under an Assignment Agreement, dated as of April 1, 2012, by and between the Authority and the Assignee;

WHEREAS, the City has determined that, as a result of favorable financial market conditions, it is in the best interests of the City at this time to refinance the City's obligation to make the 2012 Lease Payments under the 2012 Lease Agreement and, to that end, the City proposes to lease certain the Property from the Public Property Financing Corporation of California (the "Corporation"), pursuant to that certain Lease Agreement, dated as of September 1, 2019 (the "Lease Agreement");

WHEREAS, the City proposes to make a deposit of moneys and to appoint the Escrow Bank for the purpose of applying said deposit to provide for the prepayment of the 2012 Lease Payments and the 2012 Lease Agreement in full on September 13, 2019 (the "Prepayment Date"), at a prepayment price equal to 102% of the principal amount thereof (the "Prepayment Price"), and the Escrow Bank desires to accept said appointment;

WHEREAS, to obtain moneys to make such deposit, and for certain other purposes, the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to MUFG Union Bank, N.A., as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of September 1, 2019, by and between the Corporation and the Trustee, and to enter into that certain Trust Agreement, dated as of September 1, 2019 (the "Trust Agreement"), by and among the Corporation, the City and the Trustee, whereby the Trustee agrees to execute and deliver certificates of participation in the principal amount of $_____ (the "Certificates"), each evidencing a direct, undivided fractional interest in a portion of the lease payments made by the City under the Lease Agreement;

WHEREAS, the City wishes to make such a deposit with the Escrow Bank and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, herein, shall have the meanings ascribed thereto in the 2012 Lease Agreement.

Section 2. Appointment of Escrow Bank. The City hereby appoints the Escrow Bank as escrow bank for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the City with, and to be held by, the Escrow Bank, as security for the payment and prepayment of the 2012 Lease Payments as hereinafter set forth, an irrevocable escrow to be maintained by the Escrow Bank on behalf of the City (the "Escrow Fund"). All moneys deposited in the Escrow Fund shall be held as a special fund for the payment and prepayment of the 2012 Lease Payments. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Bank shall notify the City of such fact and the City shall immediately cure such deficiency. The Escrow Bank shall have no liability for such deficiency.

Section 4. Deposit into Escrow Fund; Investment of Amounts.

(a) Concurrently with delivery of the Certificates, the City shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of $_____ in immediately available funds, derived from the proceeds of the sale of the Certificates.

(b) The Escrow Bank shall hold all amounts deposited in the Escrow Fund in cash, uninvested. Such moneys shall be used solely for the uses and purposes set forth herein.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(e) Any money left on deposit in the Escrow Fund after prepayment in full of the 2012 Lease Payments and the 2012 Lease Agreement, and the payment of all amounts due to the Escrow Bank hereunder, shall be transferred to the Trustee, for deposit in the Lease Payment Fund created and maintained by the Trustee under the Trust Agreement, to be applied to the payment of principal and interest with respect to the Certificates.

Section 5. Instructions as to Application of Deposit. The moneys deposited in the Escrow Fund pursuant to Section 4 shall be applied by the Escrow Bank for the sole purpose of prepaying the 2012 Lease Agreement at the Prepayment Price on the Prepayment Date, as set forth in Exhibit B attached hereto and by this reference incorporated herein.

All payments made by the Escrow Bank hereunder shall be paid as follows:

Compass Bank
ABA #_____
Account #_____
Account Name: _____
Reference: City of Newark
Lease Number: _____

Section 6. Compensation to Escrow Bank. The City shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes. The provisions of this Section 6 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

Section 7. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the City shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the City or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or any securities deposited therein, the purchase of the securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof, the sufficiency of the securities or any uninvested moneys held hereunder to accomplish the purposes set forth in Section 5 hereof, or any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the City, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the securities to be purchased pursuant hereto and any uninvested moneys to accomplish the purposes set forth in Section 5 hereof or to the validity of this Escrow Agreement as to the City and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement against the Escrow Bank. The Escrow Bank may consult with counsel, who may or may not be counsel to the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow

Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the City.

The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective directors, officers, employees, successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the City shall not be required to indemnify the Escrow Bank against its own negligence or willful misconduct. The indemnities contained in this Section 10 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

Section 8. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Assignee shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of the Assignee, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the City, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the Authority, and that such amendment will not cause interest with respect to the 2012 Lease Agreement to become subject to federal income taxation.

Section 9. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 10. Notice to Escrow Bank and City. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the Principal Corporate Trust Office of the Escrow Bank. Any notice to or demand upon the City shall be deemed to have been sufficiently given or served for all purposes by being (a) mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2012 Lease Agreement or (b) sent by facsimile and/or email with pdf attachments to the addresses listed in the notice section of the 2012 Lease (or such other address as may have been filed in writing by the City with the Escrow Bank).

Section 11. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 12. Governing Law. This Escrow Agreement shall be governed by the laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Escrow Bank have each caused this Escrow Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF NEWARK

By _____
David Benoun
City Manager

ATTEST:

_____
Sheila Harrington
City Clerk

MUFG UNION BANK, N.A., as Escrow Bank

By _____
Keith Sevigny, CCTS
Vice President

EXHIBIT A

PAYMENT AND PREPAYMENT SCHEDULE

Date	Principal	Called Principal	Interest	Prepayment Premium	Total Payment
9/13/19	—	$5,767,712	$_____	$115,354.24	$_____

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

TERMINATION AGREEMENT

Dated September 5, 2019

by and between the

CITY OF NEWARK,

and

MUFG UNION BANK, N.A., as Trustee and Assignee

Relating to the refunding of the outstanding
Certificates of Participation
(2002 Silliman Community Activity Center/Old Town Fire Station Project)
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF NEWARK
to the Newark Public Financing Authority

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated September 5, 2019, and is by and between the CITY OF NEWARK (the "City") and MUFG UNION BANK, N.A., as trustee (the "2002 Trustee").

W I T N E S S E T H :

WHEREAS, the City and the Newark Public Financing Authority (the "Authority") have heretofore entered into a lease agreement, dated as of August 1, 2002 (the "2002 Lease"), pursuant to which the Authority and the City entered into a transaction for the lease financing of certain facilities (the "Facility"), including the site thereof, more fully described in Exhibit A attached hereto (the "Site" and, with the Facility, the "2002 Property"), and the City agreed to make certain lease payments (the "2002 Lease Payments") to the Authority;

WHEREAS, pursuant to an assignment agreement, dated as of August 1, 2002 (the "2002 Assignment Agreement"), by and between the Authority and the 2002 Trustee, the Authority assigned to the 2002 Trustee, among other things, its rights to receive 2002 Lease Payments from the City under the 2002 Lease and the right to exercise such rights and remedies conferred on the Authority under the 2002 Lease to enforce payment of the 2002 Lease Payments;

WHEREAS, pursuant to a trust agreement, dated as of August 1, 2002, by and among the City, the Authority and the 2002 Trustee, the 2002 Trustee agreed, among other matters, to execute and deliver certificates of participation (the "2002 Certificates") representing undivided fractional interests of the owners thereof to receive 2002 Lease Payments made by the City;

WHEREAS, the 2002 Lease provides that in the event that the City deposits, or causes the deposit on its behalf of moneys for the prepayment of the 2002 Lease Payments, then all of the obligations of the City under the 2002 Lease and all of the security provided by the City for such obligations, excepting only the obligation of the City to make the 2002 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2002 Property shall be vested in the City without further action by the City or the Authority;

WHEREAS, the City has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the City at this time to refinance the City's obligation to make the 2002 Lease Payments under the 2002 Lease and, as a result thereof, to provide for the redemption of the 2002 Certificates, and to that end, the City proposes to lease certain real property and improvements from the Public Property Financing Corporation of California (the "Corporation") pursuant to that certain Lease Agreement, dated as of September 1, 2019 (the "Lease Agreement"), a memorandum of which has been recorded concurrently herewith;

WHEREAS, to obtain moneys to make such deposit, the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to MUFG Union Bank, N.A., as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of September 1, 2019, by and between the Corporation and the Trustee, which has been recorded concurrently herewith, and to enter into that certain Trust Agreement, dated as of September 1, 2019 (the "Trust Agreement"), by and among the Corporation, the City and the Trustee, whereby the Trustee agrees to execute and deliver certificates of participation in the principal amount of $_____ (the "Certificates"), each evidencing a direct, undivided fractional interest in the lease payments made by the City under the Lease Agreement; and

WHEREAS, upon delivery of the Certificates and deposit of a portion of the proceeds for prepayment of the 2002 Lease Payments, the 2002 Lease and the agreements related thereto need not be maintained (except as otherwise provided below), and the parties hereto now desire to provide for the termination of such documents as provided herein;

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree:

Section 1. Termination.

(a) By virtue of the deposit of a portion of the proceeds of the Certificates for prepayment of the 2002 Lease Payments, all obligations of the City under the 2002 Lease shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all payments from such deposit and title to the 2002 Property shall vest in the City on the date of said deposit automatically and without further action by the City or the Authority. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the prepayment of the 2002 Lease Payments.

(b) In accordance with the foregoing, the following agreements (including any option to purchase contained therein), are hereby terminated and are of no further force or effect (except for the provisions which, by their terms, survive but which do not affect real property):

(i) Site and Facility Lease, dated as of August 1, 2002, by and between the City and the Authority, recorded on July 31, 2002, as Document No. 2002-324889, Alameda County Records;

(ii) 2002 Lease, recorded by memorandum on recorded on July 31, 2002, as Document No. 2002-324890, Alameda County Records; and

(iii) 2002 Assignment Agreement, recorded on July 31, 2002, as Document No. 2002-324891, Alameda County Records.

(c) From and after the date hereof, none of the parties shall have any further rights or obligations thereunder.

Section 3. Execution in Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement.

CITY OF NEWARK

By _____
David Benoun
City Manager

ATTEST:

_____
Sheila Harrington
City Clerk

MUFG UNION BANK, N.A., as Trustee

By _____
Keith Sevigny, CCTS
Vice President

NOTARY ACKNOWLEDGMENTS TO BE INSERTED

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in Alameda County, State of California, described as follows:

Fire Station Site

PARCEL NO 1:

A PARCEL OF LAND SITUATE IN NEWARK, ALAMEDA COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF ASH STREET, 80. 00 FEET IN WIDTH, WITH THE CENTERLINE OF THORNTON AVENUE, 80.00 FEET IN WIDTH, AS SAID STREET AND AVENUE ARE SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP 5177" ETC., FILED JUNE 30, 1987, IN BOOK 170 OF MAPS AT PAGES 13 AND 14 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

THENCE NORTH 68 DEGREES 16 MINUTES 30 SECONDS EAST, ALONG THE CENTERLINE OF SAID THORNTON AVENUE, A DISTANCE OF 217.73 FEET.

THENCE LEAVING SAID CENTERLINE, AT RIGHT ANGLES THERETO, SOUTH 21 DEGREES 43 MINUTES 30 SECONDS EAST, A DISTANCE OF 40.00 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID THORNTON AVENUE, SAID POINT BEING THE POINT OF BEGINNING, ALSO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, WITH A RADIUS OF 553.00 FEET AND AN INTIAL TANGENT BEARING SOUTH 28 DEGREES 16 MINUTES 56 SECONDS EAST, SAID POINT ALSO BEING 25.0 FEET DISTANT WESTERLY, MEASURED RADIALLY, FROM THE CENTERLINE OF AN EXISTING SPUR TRACK;

THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, WHICH IS PARALLEL WITH AND 25.0 FEET DISTANT WESTERLY, MEASURED RADIALLY, FROM THE CENTERLINE OF SAID SPUR TRACK, THROUGH A CENTRAL ANGLE OF 54 DEGREES 14 MINUTES 02 SECONDS AN ARC DISTANCE OF 523.45 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ASH STREET, A TANGENT TO LAST SAID POINT BEARING SOUTH 25 DEGREES 57 MINUTES 06 SECONDS WEST,

THENCE NORTH 21 DEGREES 48 MINUTES 07 SECONDS WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ASH STREET, A DISTANCE OF 347.01 FEET, TO THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 179, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN OF NEWARK" ETC FILED MAY 6, 1878, IN BOOK 17 OF MAPS AT PAGE 10 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA;

THENCE NORTH 68 DEGREES 16 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 179, AND THE SOUTHEASTERLY LINE OF LOT 2, BLOCK 179, AS SHOWN ON LAST SAID MAP, A DISTANCE OF 125.40 FEET, TO THE NORTHEASTERLY LINE OF SAID LOT 2, BLOCK 179,

THENCE NORTH 21 DEGREES 48 MINUTES 07 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, BLOCK 179, A DISTANCE OF 125.00 FEET, TO THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF THORNTON AVENUE;

THENCE NORTH 68 DEGREES 16 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID THORNTON AVENUE, A DISTANCE OF 52.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO.

PARCEL NO. 2:

ALL OF LOT 1, BLOCK 179, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN OF NEWARK" ETC, FILED MAY 6, 1878, IN BOOK 17 OF MAPS AT PAGE 10 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

EXCEPTING THEREFROM, ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO.

PARCEL 3:

LOT 2, IN BLOCK 179 AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP ENTITLED "MAP OF THE TOWN OF NEWARK, ALAMEDA COUNTY, CAL., SURVEYED BY T. P. WILSON, 1876", FILED MAY 6, 1878, IN BOOK 17 OF MAPS, AT PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

A.P.N. 092-0041-009-03

<u>Mayhews Landing Park Site</u>

PARCEL A PARCEL MAP 1687, FILED SEPTEMBER 24, 1975 IN BOOK 88 OF PARCEL MAPS, PAGE 28, OFFICIAL RECORDS OF ALAMEDA COUNTY.

A.P.N. 092A-0625-049

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

TERMINATION AGREEMENT

Dated September 5, 2019

by and between the

CITY OF NEWARK,

and

COMPASS BANK, N.A., as Assignee

Relating to the prepayment of the outstanding
Lease Agreement,
dated as of April 1, 2012, by and between the
Newark Public Financing Authority and the
City of Newark,
Assigned to Compass Bank

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated September 5, 2019, and is by and between the CITY OF NEWARK (the "City") and COMPASS BANK, as assignee (the "Assignee").

W I T N E S S E T H :

WHEREAS, the City and the Newark Public Financing Authority (the "Authority") have heretofore entered into a lease agreement, dated as of April 1, 2012 (the "2012 Lease"), pursuant to which the Authority and the City entered into a transaction for the lease financing of certain facilities (the "Facility"), including the site thereof, more fully described in Exhibit A attached hereto (the "Site" and, with the Facility, the "2012 Property"), and the City agreed to make certain lease payments (the "2012 Lease Payments") to the Authority;

WHEREAS, pursuant to an assignment agreement, dated as of April 1, 2012 (the "2012 Assignment Agreement"), by and between the Authority and the Assignee, the Authority assigned to the Assignee, among other things, its rights to receive 2012 Lease Payments from the City under the 2012 Lease and the right to exercise such rights and remedies conferred on the Authority under the 2012 Lease to enforce payment of the 2012 Lease Payments;

WHEREAS, the 2012 Lease provides that in the event that the City deposits, or causes the deposit on its behalf of moneys for the prepayment of the 2012 Lease Payments, then all of the obligations of the City under the 2012 Lease and all of the security provided by the City for such obligations, excepting only the obligation of the City to make the 2012 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2012 Property shall be vested in the City without further action by the City or the Assignee;

WHEREAS, the City has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the City at this time to refinance the City's obligation to make the 2012 Lease Payments under the 2012 Lease and, as a result thereof, to provide for the redemption of the 2012 Certificates, and to that end, the City proposes to lease certain real property and improvements from the Public Property Financing Corporation of California (the "Corporation") pursuant to that certain Lease Agreement, dated as of April 1, 2019 (the "Lease Agreement"), a memorandum of which has been recorded concurrently herewith;

WHEREAS, to obtain moneys to make such deposit, the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to MUFG Union Bank, N.A., as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of April 1, 2019, by and between the Corporation and the Trustee, which has been recorded concurrently herewith, and to enter into that certain Trust Agreement, dated as of April 1, 2019 (the "Trust Agreement"), by and among the Corporation, the City and the Trustee, whereby the Trustee agrees to execute and deliver certificates of participation in the principal amount of $_____ (the "Certificates"), each evidencing a direct, undivided fractional interest in the lease payments made by the City under the Lease Agreement; and

WHEREAS, upon delivery of the Certificates and deposit of a portion of the proceeds for prepayment of the 2012 Lease Payments, the 2012 Lease and the agreements related thereto need not be maintained (except as otherwise provided below), and the parties hereto now desire to provide for the termination of such documents as provided herein;

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree:

Section 1. Termination.

(a) By virtue of the deposit of a portion of the proceeds of the Certificates for prepayment of the 2012 Lease Payments, all obligations of the City under the 2012 Lease shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all payments from such deposit and title to the 2012 Property shall vest in the City on the date of said deposit automatically and without further action by the City or the Authority. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the prepayment of the 2012 Lease Payments.

(b) In accordance with the foregoing, the following agreements (including any option to purchase contained therein), are hereby terminated and are of no further force or effect (except for the provisions which, by their terms, survive but which do not affect real property):

(i) Site and Facility Lease, dated as of April 1, 2012, by and between the City and the Authority, recorded on April 5, 2012, as Document No. 2012113901, Alameda County Records;

(ii) 2012 Lease, recorded by memorandum on recorded on April 5, 2012, as Document No. 2012113902, Alameda County Records; and

(iii) 2012 Assignment Agreement, recorded on April 5, 2012, as Document No. 2012113903, Alameda County Records.

(c) From and after the date hereof, none of the parties shall have any further rights or obligations thereunder.

Section 3. Execution in Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement.

CITY OF NEWARK

By _____
David Benoun
City Manager

ATTEST:

_____
Sheila Harrington
City Clerk

COMPASS BANK, as Assignee

By _____
Name _____
Title _____

NOTARY ACKNOWLEDGMENTS TO BE INSERTED

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in Alameda County, State of California, described as follows:

PARCEL ONE:

A portion of Parcel 4 as said parcel is shown on map of "Record of Survey of the Partition of Lands of Rogers & Heath," filed August 21, 1961, Book 4 of Records of Survey, Pages 23 to 26, County of Alameda, State of California, described as follows:

Commencing at the intersection of the Northeasterly line of said Parcel 4 with the Southeasterly line of Parcel B as said parcel is described in the deed by Southern Pacific Transportation Company to the City of Newark, dated September 30, 1960 and recorded October 21, 1980 under Series No. .80-184684 Alameda County Records, thence along said Southeasterly line South 19° 28'. 07" East, 56.15 feet to the true point of beginning, of the parcel to be described; thence from said true point of beginning South 66° 17' 02" East, 293.12 feet; thence South 19° 28' 07" West, 1891.40 feet to a point on the Southwesterly line of said Parcel 4; thence along said Southwesterly line from a tangent bearing North 57° 52' 52" West along a 2925.84 foot radius curve to the left through a central angle of 1° 54' 13" for an arc distance of 97.21 feet; thence continuing along said Southwesterly line, tangent to the last named curve North 59° 47' 05" West, 133.37 feet to the intersection thereof with the Southeasterly line of that certain parcel of land described in the deed to East By Dischargers, recorded July 13, 1978 on Reel 5483 of Official Records, Image 605, (78-133220) Alameda County Records; thence along said Southeasterly line. North 30° 12' 55" East, 35,50 feet to the most Easterly corner thereof; thence along the Northwesterly line of said parcel (78- 1332200) North 59° 47' 05" West, 455.11 feet; thence leaving said Northwesterly line from a tangent bearing North 11°' 11' 23" East along a 1156.00 foot radius curve to the right through a central angle of 8° 16' 44" for an arc distance of 167.03 feet to a point distant Southeasterly 19.00 feet (right angle measurement) from the Southeasterly line of Mowry Avenue as said avenue is shown on the above mentioned Record of Survey; thence along a line parallel with said last mentioned line, North 19° 28' 07" East 1,350.89 feet to the intersection thereof with the Southwesterly line of "Parcel A." as said parcel is described in the above referred to deed (80-184684); thence along said Southwesterly line South 70° 31' 53" East, 189.00 feet to the Southwesterly corner of the above mentioned "Parcel B," thence along the Southwesterly line of said Parcel B, South 66° 17' 02" East 198.00 feet to the Southeasterly corner thereof; thence along the Southeasterly line of said parcel North 19° 28' 07" East 246.12 feet to the true point of beginning.

Assessors Parcel Nos: 901-110-08-5; 901-110-3, 901-110-13-3; 901-110-14-9 and 901-110-15-12

PARCEL TWO:

A right-of-way and easement for roadway and public utility purposes conveyed to the City of Newark, a municipal corporation, by Grant of Easement recorded December 18, 1984, series No. .84-249249, Alameda County Records, over, upon and across the follows described Parcel of land in the city of Newark, County of Alameda

MOWRY AVENUE RIGHT OF WAY

All that certain real property situate in the City of Newark, County of Alameda, State of California, being a portion of Parcel 4 as said parcel is shown on map of "Record of Survey of the Partition of Lands of Rogers & Heath", filed August 21, 1961, Book 4 of Records of Survey, Pages 23 to 26, County of Alameda, State of California, described as follows:

Beginning at the intersection of the Southwesterly line of Parcel A as said parcel is described in the deed by Southern Pacific Transportation Company to the City of Newark dated September 30, 1980 and recorded October 21, 1980 under Series No. 80-184684, Alameda County Records, with the Westerly line

of the above mentioned Parcel 4; thence from said point of beginning along said Westerly line South 19° 28′ 07″ West 1,511.45 to the intersection thereof with the Northwesterly line of that certain parcel of land described in the deed to East Bay dischargers recorded July 13, 1978 on Reel 5483 of Official Records, Image 605 (78-133220), Alameda County Records; thence along said Northwesterly line South 59° 47′ 05″ East 31.60 feet; thence from a tangent bearing North 11° 11′ 23″ East along a 1,156.00 foot radius curve to the right through a central angle of 80 16′ 44″ for an arc distance of 167.03 feet; thence tangent to the last named curve North 19° 28′ 07″ East 1,350,89 to a point in the above referred to Southwesterly line of Parcel A (80-184684); thence along said Southwesterly line, 19.00 feet to the point of beginning.

CHERRY STREET RIGHT OF WAY

All that certain real property situate in the City of Newark, County of Alameda, State of California, being a portion of Parcel 4 as said parcel is shown on map of "Record of Survey of the Partition of Lands of Rogers & Heath," filed August 21, 1961, Book 4 of Records of Survey, Pages 23 to 26, County of Alameda, State of California, described as follows:

Beginning at a point on the Northeasterly line of said Parcel 4 distant thereon South 66° 17′ 02″ East, 406.57 feet from the most Northerly corner thereof; thence from said point of beginning continuing along said Northeasterly line South 66° 17′ 02″ East, 293.12 feet; thence leaving said Northeasterly line South 19° 28′ 07″ West, 56.15 feet to a point distant Southwesterly 56.00 feet (right angle measurement) from said Northeasterly line; thence along a line parallel with said Northeasterly line North 66° 17′ 02″ West, 293.12 feet; thence North 19° 28′ 07″ East, 56.15 feet to the point of beginning.

Assessors Parcel Nos.: 901-110-14-10, 901-110-34-4 and 901-110-15-14

CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by the CITY OF NEWARK (the "City") in connection with the execution and delivery of $_____ City of Newark Certificates of Participation (2019 Financing Project) (the "Certificates"). The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of September 1, 2019, by and among MUFG Union Bank, N.A., as trustee (the "Trustee"), the City and the Public Property Financing Corporation of California (the "Trust Agreement"). Pursuant to Section 11.08 of the Trust Agreement, the City covenants and agree as follows:

Section 1. Definitions. In addition to the definitions set forth above and in the Indenture which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means the date that is nine months after the end of the City's fiscal year (currently March 31 based on the City's fiscal year end of June 30).

"*Dissemination Agent*" shall mean, initially, the City or any successor Dissemination Agent designed in writing by the City and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

"*Fiscal Year*" means any twelve–month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve–month period selected and designated by the City as its official fiscal year period under a Certificate of the City filed with the Trustee.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement executed by the City in connection with the issuance of the Bonds.

"*Participating Underwriter*" means _____, the original underwriter of the Bonds.

"*Rule*" means Rule 15c2–12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

"*Significant Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the

Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2–12(b)(5).

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2020, with the report for fiscal year 2018-19 provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Significant Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then–applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the annual filing deadline for Annual Reports provided for in Section 3 above, financial information and operating data with respect to the City for preceding fiscal year, substantially similar to that provided in the Official Statement, as follows:

[TO BE DETERMINED]

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Significant Events with respect to the Bonds:

(i) Principal and interest payment delinquencies;

(ii) Non–payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) Modifications to rights of security holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the securities, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a financial obligation of the City or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or other obligated person, any of which affect security holders, if material; or

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City or other obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Significant Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Significant Event. Notwithstanding the foregoing, notice of Significant Events described in subsection (a)(viii) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(ii), (a)(vii), (a)(viii) (if the event is a bond call), (a)(x), (a)(xiii), (a)(xiv) and (a) (xv) of this Section 5 contain the qualifier "if material." The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event's occurrence is material for purposes of U.S. federal securities law. The City intends that the words used in paragraphs (xv) and (xvi) and the definition of "financial obligation" to have the meanings ascribed thereto in SEC Release No. 34-83885 (August 20, 2018).

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the

City shall give notice of such termination in the same manner as for a Significant Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

The Dissemination Agent shall not be obligated to enter into any amendment increasing or affecting its duties or obligations hereunder.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Significant Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or

including any other information in any Annual Report or notice of occurrence of a Significant Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Significant Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Significant Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) Article VIII of the Indenture is hereby made applicable to this Disclosure Certificate as if this Disclosure Certificate were (solely for this purpose) contained in the Indenture. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: September 5, 2019

CITY OF NEWARK, as Dissemination Agent

By _____
David Benoun
City Manager

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: City of Newark

Name of Issue: $_____ Certificates of Participation (2019 Financing Project) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be made by the City of Newark, as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

Date of Issuance: September 5, 2019

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated September 5, 2019, furnished by the Obligor in connection with the Issue. The Obligor anticipates that the Annual Report will be filed by _____.

Date: _____

CITY OIF NEWARK, as Dissemination Agent

By _____
Authorized Officer

NOTICE OF INTENTION

$_____
(Approximate)
CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing the Direct, Undivided Fractional Interest of the Owner Thereof in Lease Payments to be Made by the
CITY OF NEWARK
(Alameda County, California)
as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

NOTICE IS HEREBY GIVEN, pursuant to section 53692 of the California Government Code, that the City of Newark, California (the "City"), invites bids for the purchase of $_____ (preliminary, subject to change) aggregate principal amount of Certificates of Participation (2019 Financing Project) evidencing the direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Public Property Financing Corporation of California (the "Certificates"). Bids will be received on

TUESDAY, AUGUST 13, 2019

electronically only, through the I-Deal LLC BiDCOMP/PARITY® system, until 9:00 A.M. (Pacific Daylight time), and the sale will be awarded by the City within 26 hours after the expiration of the time prescribed for the receipt of bids. The sale of the Certificates will be conducted upon the terms and conditions set forth in the Official Notice of Sale for the Certificates. Such Official Notice of Sale and the Preliminary Official Statement describing the Certificates will be distributed to prospective bidders by the municipal advisor to the City, NHA Advisors, LLC, 4040 Civic Center Drive, Suite 200, San Rafael, CA 94903, Phone: (415) 785-2025 X2006, Attention: Mr. Rob Schmidt (Email: Rob@NHAadvisors.com). Bids will be entertained only from bidders to whom such Official Notice of Sale and Preliminary Official Statement have been distributed. The City may postpone the date or change the time of sale to any subsequent date or any other time by providing notification through the *Bond Buyer Wire*, 24 hours prior to the scheduled date. Legal Opinion: Quint & Thimmig LLP, Larkspur, California.

Dated: July 31, 2019

[To be published in *The Bond Buyer* on July 31, 2019,
to be arranged by Quint & Thimmig LLP]

OFFICIAL NOTICE OF SALE

$_____*
CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing the Direct, Undivided Fractional Interest of the Owner Thereof in Lease Payments to be Made by the CITY OF NEWARK
(Alameda County, California)
as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

NOTICE IS HEREBY GIVEN that *electronic proposals only* will be received by representatives of the City of Newark, California (the "City"), for the purchase of $_____* aggregate principal amount of Certificates of Participation (2019 Financing Project) (the "Certificates"), evidencing the direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Public Property Financing Corporation of California (the "Corporation"), more particularly described below.

DATE AND TIME OF BID: ***TUESDAY, AUGUST 13, 2019, at 9:30 A.M. (Pacific Daylight time).***

SUBMISSION OF BIDS: Bids may be submitted (for receipt not later than the time set forth above) *electronically only* through the I-Deal LLC Bid COMP/PARITY® system. See "FORM OF BID" herein.

This Official Notice of Sale is not a part of the POS (defined below). The inclusion of this Official Notice of Sale as an attachment to the POS is for purposes of convenience only.

RIGHT OF CANCELLATION OF SALE BY CITY: The City reserves the right, in its sole discretion, at any time to cancel the public sale of the Certificates. In such event, the City shall cause notice of cancellation of this invitation for bids and the public sale of the Certificates to be communicated through *Bond Buyer Wire* as promptly as practicable. However, no failure to publish such notice or any defect or omission therein shall affect the cancellation of the public sale of the Certificates.

RIGHT TO MODIFY OR AMEND: The City reserves the right, in its sole discretion, to modify or amend this Official Notice of Sale including, but not limited to, the right to adjust and change the principal amount and principal amortization schedule of the Certificates being offered, however, such modifications or amendments shall be made not later than 12:00 Noon, California time, on the business day prior to the bid opening and communicated through *Bond Buyer Wire*.

*Preliminary, subject to change.

RIGHT OF POSTPONEMENT BY CITY: The City reserves the right, in its sole discretion, to postpone, from time to time, the date established for the receipt of bids. Any such postponement will be communicated through *Bond Buyer Wire* not later than 12:00 Noon, California time, on the business day prior to any announced date for receipt of bids. If any date is postponed, any alternative sale date will be announced via *Bond Buyer Wire* at least 20 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a bid for the purchase of the Certificates in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced by *Bond Buyer Wire* at the time the sale date and time are announced.

TERMS OF THE CERTIFICATES

DATE; FORM; DENOMINATION: The Certificates will be dated as of their date of delivery and will be issued and delivered in fully registered form, without coupons, in the denomination of $5,000 each or any whole multiple thereof, pursuant to the Trust Agreement, dated as of September 1, 2019 (the "Trust Agreement"), by and among the City, the Corporation and MUFG Union Bank, N.A., as trustee (the "Trustee), as approved by a resolution of the City Council of the City adopted on July 25, 2019 (the "Resolution"). The Certificates will be executed and delivered in a book entry-only system with no physical distribution of the Certificates made to the public. The Depository Trust Company ("DTC"), will act as depository for the Certificates which will be immobilized in its custody. The Certificates will be registered in the name of Cede & Co., as nominee for DTC, on behalf of the participants in the DTC system and the subsequent beneficial owners of the Certificates. Reference is made to the Trust Agreement for further details regarding the terms and provisions of the Certificates.

MATURITIES: The Certificates will mature on the dates and in the principal amounts as follows (subject to adjustment as provided under the heading "TERMS OF THE CERTIFICATES-ADJUSTMENT OF PRINCIPAL AMOUNTS," below):

Maturity Date (June 1)	Principal Amount*	Maturity Date (June 1)	Principal Amount*
2020		2032	
2021		2033	
2022		2034	
2023		2035	
2024		2036	
2025		2037	
2026		2038	
2027		2039	
2028		2040	
2029		2041	
2030		2042	
2031			

*Preliminary, subject to change.

ADJUSTMENT OF PRINCIPAL AMOUNTS: The City reserves the right to increase or decrease the principal amount of any maturity of the Certificates as the City deems advisable in order to accomplish its financing objectives which includes a minimum amount of new money proceeds and a maximum annual amount to pay debt service. No such adjustment will have the effect of altering the basis

upon which the best bid is determined. The City shall not be responsible for the effect of any such adjustment on the compensation to the successful bidder but the City will preserve the per bond discount.

MANDATORY REDEMPTION; BIDDER'S RIGHT TO DESIGNATE TERM CERTIFICATES: Bidders may designate two or more consecutive maturities of the Certificates as term Certificates, subject to the following limitations: (1) the final maturity date for the Certificates, including any term Certificate, shall be June 1, 2042; (2) each term Certificate shall bear a single rate of interest; and (3) the term Certificate(s) shall be subject to mandatory sinking fund redemption by lot on June 1 of each year, commencing with the year following the final serial Certificate maturity (or, if there is more than one term Certificate, the maturity date of any term Certificate having an earlier maturity, as the case may be), with the aggregate principal amount to be redeemed in each such year to be same as the aggregate principal amount set forth in the above maturity table and with each such redemption to be at a price equal to 100% of the principal amount to be redeemed plus accrued and unpaid interest thereon to the date fixed for redemption but without premium

If no term Certificates are designated in the winning bid, the Certificates will mature serially as shown in the preceding schedule.

OPTIONAL REDEMPTION: The Certificates maturing on or before June 1, 2029, are not subject to optional redemption. Certificates maturing on and after June 1, 2030, are subject to redemption prior to their respective stated maturity dates, at the option of the City, from the proceeds of optional prepayments of Lease Payments made by the City pursuant to the Lease Agreement, in whole or in part, on any date on or after June 1, 2029, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, from the proceeds of the optional prepayment of Lease Payments made by the City pursuant to the Lease Agreement, without premium.

REDEMPTION FROM NET PROCEEDS OF INSURANCE, TITLE INSURANCE, CONDEMNATION OR EMINENT DOMAIN AWARD: The Certificates are subject to mandatory redemption in whole on any date or in part, on any Interest Payment Date from the net proceeds of an insurance, title insurance, condemnation, or eminent domain award to the extent credited towards the prepayment of the Lease Payments by the City pursuant to the Lease Agreement, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

PURPOSE: The proceeds of the Certificates, together with other available moneys, will be applied by the City to (a) refinance its obligations with respect to the outstanding Certificates of Participation (2002 Silliman Community Activity Center/Old Town Fire Station Project), (b) refinance its obligations under a lease agreement entered into in 2012, (c) finance a portion of the costs of the construction, furnishing and equipping of the new Newark Civic Center (the "Project"), (d) fund a reserve fund or purchase a reserve fund municipal bond insurance policy in lieu of cash funding a reserve fund for the Certificates, (e) fund capitalized interest with respect to a portion of the Certificates through June 1, 2022, and (f) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates.

SECURITY: The Certificates represent direct, undivided fractional interests in Lease Payments. In general, the City is required to pay to the Trustee specified amounts as rental for the Project, and the site thereof and certain other property of the City (collectively, the "Property"), which are designed to be sufficient in both time and amount to pay the principal and premium (if any) and interest due with respect

to the Certificates. The City's obligation to pay Lease Payments shall be in consideration of the use and occupancy of the Property from any source of legally available funds. The City has covenanted under the Lease Agreement to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations therefor.

THE OBLIGATION OF THE CITY TO MAKE LEASE PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION. NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE CITY TO PAY LEASE PAYMENTS CONSTITUTES A DEBT OF THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF CALIFORNIA.

TAX-EXEMPT STATUS: Subject to compliance by the City with certain covenants, in the opinion of Quint & Thimmig LLP, Larkspur, California, Special Counsel, interest with respect to the Certificates is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended. In the further opinion of Special Counsel, such interest is exempt from California personal income taxes.

In the event that, prior to the delivery of the Certificates, (a) the interest on other obligations of the same type and character as the Certificates shall be declared to be subject to taxation (either at the time of such declaration or at any future date) under any federal income tax laws, either by the terms of such laws or by ruling of a federal income tax authority or official which is followed by the Internal Revenue Service, or by decision of any federal court, or (b) any federal income tax law is enacted which will have a substantial adverse effect upon the owners of the Certificates as such, the successful bidder may, at its option, prior to the tender of the Certificates, be relieved of its obligation to purchase the Certificates, and in such case the deposit accompanying its bid will be returned.

LEGAL OPINION: The legal opinion of Quint & Thimmig LLP, Larkspur, California, Special Counsel, approving the validity of the Lease Agreement will be furnished to the successful bidder without cost.

CREDIT RATING: S&P Global Ratings ("S&P") has assigned the rating of "____" to the Certificates. **The cost of such rating will be borne entirely by the City and not by the successful bidder**.

TERMS OF SALE

FORM OF BID; MAXIMUM DISCOUNT: All bids must be for not less than all of the Certificates hereby offered for sale. A discount may be proposed; however, no bid will be considered for less than 99% of the par value of the Certificates offered for sale.

Bids must be submitted electronically through the I-Deal LLC Bid COMP/PARITY® system.

To the extent any instructions or directions set forth in Bid COMP/PARITY® conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about Bid COMP/PARITY®, bidders may contact the municipal advisor to the City, NHA Advisors, LLC (the

"Municipal Advisor"), 4040 Civic Center Drive, Suite 200, San Rafael, CA 94903, Phone: (415) 785-2025 X2006, Attention: Mr. Rob Schmidt (Email: Rob@NHAadvisors.com), or Bid COMP/PARITY® at (212) 404-8102.

THE CITY RETAINS ABSOLUTE DISCRETION TO DETERMINE WHETHER ANY BID IS TIMELY, LEGIBLE AND COMPLETE. NONE OF THE CITY, THE MUNICIPAL ADVISOR OR QUINT & THIMMIG LLP ("SPECIAL COUNSEL") TAKES ANY RESPONSIBILITY FOR INFORMING ANY BIDDER PRIOR TO THE TIME FOR RECEIVING BIDS THAT ITS BID IS INCOMPLETE. ILLEGIBLE OR NOT RECEIVED.

THE CITY WILL ACCEPT BIDS IN ELECTRONIC FORM SOLELY THROUGH Bid COMP/PARITY® ON THE OFFICIAL BID FORM CREATED FOR SUCH PURPOSE. EACH BIDDER SUBMITTING AN ELECTRONIC BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH Bid COMP/PARITY®, THAT THE CITY NEITHER ENDORSES NOR EXPLICITLY ENCOURAGES THE USE OF Bid COMP/PARITY® AND THAT Bid COMP/PARITY® IS NOT ACTING AS AN AGENT OF THE CITY. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM Bid COMP/PARITY® AND THE CITY ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF Bid COMP/PARITY®. THE CITY SHALL ASSUME THAT ANY BID RECEIVED THROUGH Bid COMP/PARITY® HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE CITY WILL MAKE ITS BEST EFFORTS TO ACCOMMODATE ELECTRONIC BIDS; HOWEVER THE CITY, THE MUNICIPAL ADVISOR AND SPECIAL COUNSEL ASSUME NO RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID SUBMITTED ELECTRONICALLY, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR OPENED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE CITY AT THE PLACE OF BID OPENING AND THE CITY SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY Bid COMP/PARITY® AS THE OFFICIAL TIME.

INTEREST RATE: Bidders must specify the rate or rates of interest which shall be payable with respect to the Certificates. The maximum rate bid may not exceed 12% per annum. Interest with respect to the Certificates is payable semiannually on each June 1 and December 1, commencing December 1, 2019. Bidders will be permitted to bid different rates of interest but (a) each interest rate specified in any bid must be in a multiple of one-twentieth (1/20) or one-eighth (1/8) of one percent; (b) interest with respect to each Certificate shall be computed from the date of delivery thereof, to its stated maturity date at the interest rate specified in the bid, payable semiannually as set forth above; (c) interest with respect to all Certificates maturing at any one time shall be payable at the same rate of interest; (d) any premium must be paid as part of the purchase price; and (e) no bid will be accepted which contemplates the waiver of any interest or other concession by the bidder as a substitute for payment in full of the purchase price.

BEST BID: The Certificates will be awarded to the best responsible bidder therefor, considering the interest rate or rates specified and the premium offered, if any, or discount taken, if any, and the best bid will be determined on the basis of the lowest true interest cost. The true interest cost will be that nominal annual discount rate which, when discounted semiannually and when used to discount all payments of principal and interest with respect to the Certificates at the rate or rates specified in the bid to the date of delivery of the Certificates (expected to be September 5, 2019), results in the amount equal to

the purchase price, which is the principal amount of the Certificates plus the amount of any premium or less the amount of any discount. In the event two or more bids setting forth identical interest rates and premium, if any, are received, the City Manager, or any designee thereof, pursuant to authority delegated to him or her by the governing board of the City, reserves the right to exercise his or her own discretion and judgment in making the award and may award the Certificates on a pro rata basis in such denominations as he or she shall determine.

RIGHT OF REJECTION: The City reserves the right, in its sole discretion, to reject any and all bids and to waive any irregularity or informality in any bid except that no bids will be accepted later than 9:00 A.M. on the date set for receipt of bids.

PROMPT AWARD: The City Manager, or any designee thereof, pursuant to authority delegated to him or her by the governing board of the City, will take action awarding the sale of the Certificates or reject all bids not later than twenty-six (26) hours after the expiration of time herein prescribed for the receipt of bids and until such expiration of time all bids received shall be irrevocable. Unless such time of award is waived by the successful bidder, the award may be made after the expiration of the specified time if the bidder shall not have given to the City notice in writing of the withdrawal of such proposal. Notice of the award will be given promptly to the successful bidder.

DELIVERY AND PAYMENT: Delivery of the Certificates will be made to the successful bidder as soon as the Certificates can be prepared, which is estimated to be within 30 days from the sale date. The Certificates will be delivered in full book-entry form through the facilities of The Depository Trust Company. Payment for the Certificates must be made in immediately available funds to the Trustee. Any expense in providing immediately available funds shall be borne by the purchaser.

RIGHT OF CANCELLATION: The successful bidder shall have the right, at its option, to cancel its purchase of the Certificates if the City shall fail to cause the execution and delivery of the Certificates and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder shall be entitled to the return of the deposit accompanying its bid.

NO GOOD FAITH DEPOSIT: A good faith deposit will not be required in connection with submission of bids.

ESTIMATE OF TRUE INTEREST RATE: Each bidder is requested, but not required, to state in its bid the true interest cost, as described under the caption "BEST BID" herein, which shall be considered as informative only and not binding on either the bidder or the City.

ESTABLISHMENT OF ISSUE PRICE: The winning bidder shall assist the City in establishing the issue price of the Certificates and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public of the Certificates, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Special Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Certificates may be taken on behalf of the City by the Municipal Advisor and any notice or report to be provided to the City may be provided to the Municipal Advisor.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Certificates, as specified in the bid.

The City may choose to apply either the "Competitive Bid" method or the "General Method" in determining the "Issue Price" of the Certificates. If the City does not receive bids from at least three underwriters who have established industry reputations for underwriting new issuances of municipal bonds, the City will use the "General Method" based on actual sale prices of at least 10% of each maturity of the Certificates.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION: The City has duly notified the California Debt and Investment Advisory City of the proposed sale of the Certificates. Payment of all fees to the California Debt and Investment Advisory City in connection with the execution, sale and delivery of the Certificates shall be the sole responsibility of the successful bidder, and not of the City.

NO LITIGATION: There is no litigation pending concerning the validity of the Certificates, the existence of the City or the entitlement of the officers thereof to their respective offices, and the successful bidder will be furnished a no-litigation certificate certifying to the foregoing as of and at the time of delivery of the Certificates.

DTC FEES: All fees due DTC with respect to the Certificates shall be paid by the successful bidder.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Certificates, but neither the failure to print such numbers on any Certificates nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Certificates in accordance with the terms hereof. All expenses in relation to the printing of CUSIP numbers on the Certificates shall be paid for by the City; *provided, however*, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

CONDITIONS OF CLOSING: As a condition to the obligation of the successful bidder to accept delivery of and pay for the Certificates, the successful bidder will be furnished the following documents:

(a) The opinion of Special Counsel approving the validity of the Lease Agreement and stating that, subject, to certain qualifications, under existing law, the interest with respect to the Certificates is excluded from gross income for federal income tax purposes, such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and such interest is exempt from State of California personal income taxes;

(b) A certificate of the City certifying that on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be arbitrage Certificates;

(c) A certificate of the City, signed by officers and representatives of the City, certifying that the officers and representatives have signed the Certificates whether by facsimile or manual signature, and that they were respectively duly authorized to execute the same;

(d) The receipt of the Trustee evidencing the receipt of the purchase price of the Certificates;

(e) A certificate of the City, certifying that there is no known litigation threatened or pending affecting the validity of the Certificates; and

(f) A certificate of the City, signed by an officer of the City, acting in his official capacity, to the effect that at the time of the sale of the Certificates, and at all times subsequent thereto up to and including the time of the delivery of the Certificates, the OS (defined below) does not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and further certifying that the signatory knows of no material adverse change in the condition of the City which would make it unreasonable for the purchaser of the Certificates to rely upon the OS in connection with the resale of the Certificates.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the City will undertake to provide annual reports and notices of certain events. A description of this undertaking is set forth in the POS and will also be set forth in the OS.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION AND CALIFORNIA PSA: The successful bidder will be required, pursuant to State law, to pay any fees to the California Debt and Investment Advisory City and California PSA when due.

PRE**LIMINARY AND FINAL OFFICIAL STATEMENT**: The City's Preliminary Official Statement ("POS"), dated July 17, 2019, is available for viewing at www.i-dealprospectus.com. Bidders may either: (a) print out a copy of the POS on their own printer, or (b) at any time on or prior to August 13, 2019, elect to receive a photocopy of the POS in the mail by contacting the Municipal Advisor, NHA Advisors, LLC, 4040 Civic Center Drive, Suite 200, San Rafael, CA 94903, Phone: (415) 785-2025 X2006, Attention: Mr. Rob Schmidt (Email: Rob@NHAadvisors.com).

The POS is deemed by the City to be final as of its date, for purposes of SEC Rule15c2-12(b)(1) under the Securities Exchange Act of 1934, except for the omission of information concerning the offering price(s), interest rates(s), selling compensation, aggregate principal amount of the Certificates and any other terms or provisions to be determined from the successful bid or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a final official statement (the "OS") as may be necessary.

The City shall provide the successful bidder with up to 20 conformed copies of the OS within seven (7) business days following the date of acceptance of the bid.

MISCELLANEOUS: The City, at its own expense, will provide for preparation of the Certificates and will pay the fees of the Trustee.

The right is reserved to reject any or all bids, and to waive any informality, mistake, error or omission in any bid.

ADDITIONAL INFORMATION: Additional information and the POS may be obtained from the Municipal Advisor, NHA Advisors, LLC, 4040 Civic Center Drive, Suite 200, San Rafael, CA 94903,

Phone: (415) 785-2025 X2006, Attention: Mr. Rob Schmidt (Email: Rob@NHAadvisors.com). The Official Notice of Sale and the POS may be viewed at www.i-dealprospectus.com. However, the City makes no assurance or representation with respect to the form of the Official Notice of Sale and the POS at www.i-dealprospectus, and no investment decision should be made in reliance thereon.

July 17, 2019

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

$_____
CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing the Direct, Undivided Fractional Interest of the Owner Thereof in Lease Payments to be Made by the CITY OF NEWARK (Alameda County, California) as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of _____ (the "Bidder"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Certificates").

1. Reasonably Expected Initial Offering Prices.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Certificates to the Public by the Bidder are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Certificates used by the Bidder in formulating its bid to purchase the Certificates. Attached as Schedule B is a true and correct copy of the bid provided by the Bidder to purchase the Certificates.

(b) the Bidder was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Bidder constituted a firm offer to purchase the Certificates.

2. Defined Terms.

(a) "Maturity" means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party to an underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is August 13, 2019.

*Preliminary, subject to change.

(d) "underwriter" means (i) any person that agrees pursuant to a written contract with the Berkeley Unified School City (the "City") (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Bidder's interpretation of any laws, including specifically sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Certificates, and by Quint & Thimmig LLP in connection with rendering its opinion that the interest with respect to the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the City from time to time relating to the Certificates.

Dated: September 5, 2019

_____, *as Bidder*

By _____
Name _____
Title _____

Dated _____

SCHEDULE A TO ISSUE PRICE CERTIFICATE

$_____
CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing the Direct, Undivided Fractional Interest of the
Owner Thereof in Lease Payments to be Made by the
CITY OF NEWARK
(Alameda County, California)
as the Rental for Certain Property Pursuant to a Lease Agreement
with the Public Property Financing Corporation of California

REASONABLY EXPECTED INITIAL OFFERING PRICES

Maturity Date (June 1)	Principal Amount	Interest Rate	Yield	Price

SCHEDULE B TO ISSUE PRICE CERTIFICATE

$_____
CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing the Direct, Undivided Fractional Interest of the
Owner Thereof in Lease Payments to be Made by the
CITY OF NEWARK
(Alameda County, California)
as the Rental for Certain Property Pursuant to a Lease Agreement
with the Public Property Financing Corporation of California

UNDERWRITER'S BID

PRELIMINARY OFFICIAL STATEMENT DATED JULY 31, 2019

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

NEW ISSUE—BOOK-ENTRY ONLY

RATING:
S&P: "___"
See "RATING" herein.

In the opinion of Quint & Thimmig LLP, Larkspur, California, Special Counsel, subject to compliance by the City with certain covenants, under present law, interest with respect to the Certificates is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals. In addition, in the opinion of Special Counsel, interest with respect to the Certificates is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein.

$_____*
CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the CITY OF NEWARK
(Alameda County, California)
as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

Dated: Date of Delivery **Due: June 1, as shown on the inside cover**

The $_____* City of Newark Certificates of Participation (2019 Civic Center Financing Project) (the "Certificates") are being sold to provide funds to (a) refund certain outstanding obligations of the City incurred in 2002 and 2012, (b) finance a portion of the costs of construction of the new civic center facility, (c) fund a reserve fund for the Certificates, (d) fund capitalized interest with respect to a portion of the Certificates through June 1, 2022, and (e) pay the delivery costs incurred in connection with the execution, delivery and sale of the Certificates.

The Certificates represent direct, undivided fractional interests of the owners thereof in Lease Payments (as defined herein) to be made by the City of Newark (the "City") to the Public Property Financing Corporation of California (the "Corporation") for the use and occupancy of the Property (as defined herein) under and pursuant to a Lease Agreement, dated as of August 1, 2019, by and between the Corporation and the City (the "Lease Agreement"). The Corporation will assign its right to receive Lease Payments from the City under the Lease Agreement and its right to enforce payment of the Lease Payments when due or otherwise protect its interest in the event of a default by the City thereunder to MUFG Union Bank, N.A., San Francisco, California, as trustee (the "Trustee"), for the benefit of the registered owners of the Certificates.

The Certificates will be executed and delivered pursuant to a Trust Agreement, dated as of August 1, 2019, by and among the City, the Corporation and the Trustee, in book-entry form only, and will be initially registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"). Purchasers of the Certificates (the "Beneficial Owners") will not receive physical certificates representing their interest in the Certificates. Interest with respect to the Certificates accrues from their date of delivery and is payable semiannually by check mailed on each June 1 and December 1, commencing December 1, 2019. The Certificates will be executed and delivered in denominations of $5,000 or any integral multiple thereof. Payments of principal and interest with respect to the Certificates will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners. See "THE CERTIFICATES—Book-Entry System" herein and APPENDIX F—DTC'S BOOK-ENTRY ONLY SYSTEM.

The Certificates are subject to optional and mandatory redemption prior to maturity. See "THE CERTIFICATES—Prepayment" herein.

The City will covenant in the Lease Agreement to make all Lease Payments due under the Lease Agreement, subject to abatement during any period in which by reason of damage or destruction of the Property, or by reason of eminent domain proceedings with respect to the Property, there is substantial interference with the use and occupancy by the City of the Property or any portion thereof. The City will covenant in the Lease Agreement to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations for all such Lease Payments.

NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE CITY TO MAKE LEASE PAYMENTS UNDER THE LEASE AGREEMENT CONSTITUTES A DEBT OR INDEBTEDNESS OF THE CITY OR THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATIONS OR RESTRICTION OR AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

MATURITY SCHEDULE

SEE THE INSIDE COVER

Bids for the purchase of the Certificates will be received by the City on Tuesday, August 13, 2019, electronically only, through the I-Deal LLC BiDCOMP/PARITY® system, until 9:30 A.M., Pacific Daylight time. The Certificates will be sold pursuant to the terms of sale set forth in the Official Notice of Sale, dated July 31, 2019.

The cover page contains certain information for general reference only. It is *not* a summary of all the provisions of the Certificates. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "RISK FACTORS" herein for a discussion of special risk factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Certificates.

The Certificates will be offered when, as and if delivered and received by the purchaser thereof, subject to approval by Quint & Thimmig LLP, Larkspur, California, California, as Special Counsel. Certain matters will be passed upon for the City by the City Attorney and by Quint & Thimmig LLP, Larkspur, California, as Disclosure Counsel. It is anticipated that the Certificates will be available for through the facilities of DTC on or about September 5, 2019.

Dated: August ___, 2019

*Preliminary, subject to change.

$_____*

CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the
CITY OF NEWARK
(Alameda County, California)
as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

CUSIP† Prefix: _____

Maturity (June 1)	Principal Amount*	Interest Rate	Yield	Price	CUSIP† Suffix

*Preliminary, subject to change.

† Copyright 2019, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, operated by S&P Capital IQ. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the City and are included solely for the convenience of the registered owners of the Certificates. Neither the City nor the Underwriter is responsible for the selection or uses of these CUSIP numbers and no representation is made as to their correctness on the Certificates or as included herein. The CUSIP number for a specific maturity is subject to being changed after the delivery of the Certificates as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Certificates.

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended ("Rule 15c2-12"), this Preliminary Official Statement constitutes an "official statement" of the City with respect to the Certificates that has been deemed "final" by the City as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representation other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of the Certificates by a person in any jurisdiction in which it is unlawful for such person to make an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Certificates. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts.

The information set forth herein has been obtained from the City and from other sources and is believed to be reliable but is not guaranteed as to accuracy or completeness. The information and expressions of opinions herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. This Official Statement is submitted in connection with the sale of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the City. All summaries of the Certificates, the Lease Agreement, the Trust Agreement, the Assignment Agreement, the Property Lease (each as defined herein), or other documents, are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Director of Finance for further information. See "INTRODUCTION—Other Information."

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE CERTIFICATES TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the City's forecasts in any way. Neither the City nor the Corporation is obligated to issue any updates or revisions to the forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur or do not occur.

The execution, sale and delivery of the Certificates has not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, for the issuance and sale of municipal securities.

The City maintains a website. Unless specifically indicated otherwise, the information presented on such website is ***not*** incorporated by reference as part of this Official Statement and should not be relied upon in making investment decisions with respect to the Certificates.

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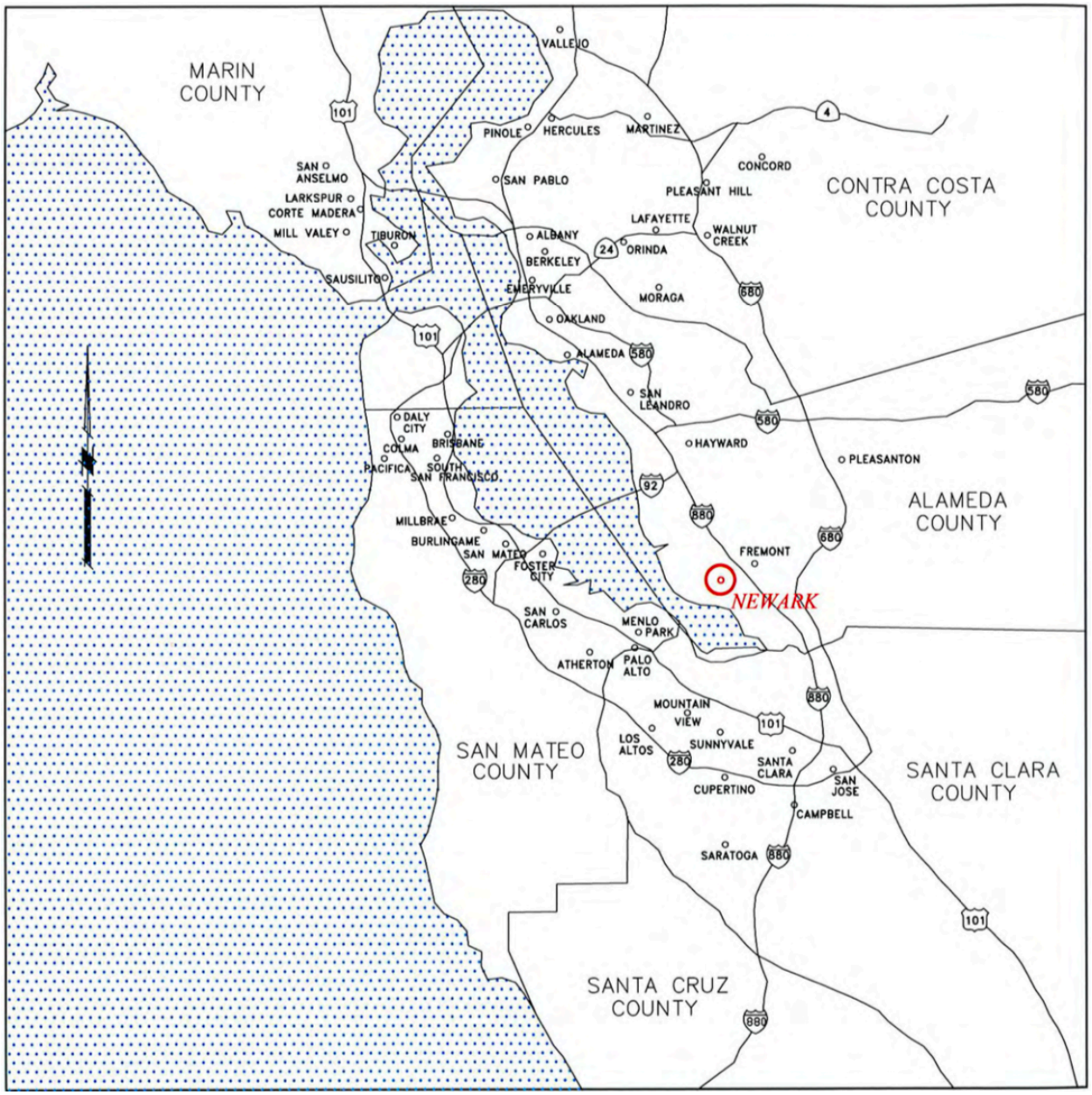
CITY OF NEWARK
LOCATION MAP



CITY OF NEWARK

37101 Newark Boulevard
Newark, California 94560
http://www.newark.org

CITY COUNCIL MEMBERS

Alan L. Nagy, *Mayor*
Maria "Suzy" Collazo, *Vice Mayor*
Michael Hannon, *Councilmember*
Luis L. Freitas, *Councilmember*
Mike Bucci, *Councilmember*

CITY OFFICIALS

David Benoun, *City Manager*
Krysten Lee, *Finance Manager*
Soren Fajeau, *Public Works Director*
David Zehnder, *Recreation & Community Services Director*
Kristopher Kokoaylo, Esq., *Interim City Attorney*
Sheila Harrington, *City Clerk*

SPECIAL SERVICES

Special Counsel and Disclosure Counsel
Quint & Thimmig LLP
Larkspur, California

Financial Advisor
NHA Advisors, LLC
San Rafael, California

Trustee
MUFG Union Bank, N.A.
San Francisco, California

$_____*

CERTIFICATES OF PARTICIPATION

(2019 Financing Project)

Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the CITY OF NEWARK

(Alameda County, California)

as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

INTRODUCTION

This introduction does not purport to be complete and reference is made to the body of this Official Statement, appendices and the documents referred to herein for more complete information with respect to matters concerning the captioned Certificates. Potential investors are encouraged to read this entire Official Statement. Capitalized terms used and not defined in this Introduction shall have the meanings assigned to them elsewhere in this Official Statement and in APPENDIX E—SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—DEFINITIONS.

General

This Official Statement, including the cover page, the inside cover page and appendices hereto, is provided to furnish information in connection with the execution, sale and delivery of $_____* City of Newark (Alameda County, California) Certificates of Participation (2019 Financing Project) (the "Certificates"). The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of August 1, 2019 (the "Trust Agreement"), by and among the City of Newark (the "City"), the Public Property Financing Corporation of California (the "Corporation") and MUFG Union Bank, N.A., as trustee (the "Trustee").

The proceeds of the Certificates will provide funds to (a) finance a portion of the costs of construction of the new civic center facility (the "Project"), (b) refund the City's Certificates of Participation (2002 Silliman Community Activity Center/Old Town Fire Station Project) (the "2002 Certificates") delivered to finance certain capital projects, (c) prepay a 2012 lease agreement (the "2012 Lease Agreement") entered into by the City to refinance certain prior obligations incurred to finance certain capital projects, (d) fund a reserve fund for the Certificates, (e) fund capitalized interest with respect to a portion of the Certificates through June 1, 2022, and (f) pay the delivery costs incurred in connection with the execution, delivery and sale of the Certificates. See "THE FINANCING PLAN."

The City will lease certain existing property (the "Property") to the Corporation pursuant to a Suite and Facility Lease, dated as of September 1, 2019 (the "Site and Facility Lease"). The Corporation will lease the Property back to the City pursuant to a Lease Agreement, dated as of September 1, 2019 (the "Lease Agreement"). The Certificates are payable solely from and secured by the lease payments to be made by the City to the Corporation pursuant to the Lease Agreement (the "Lease Payments"). See "SOURCE OF PAYMENT FOR THE CERTIFICATES" and "THE PROPERTY."

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* Preliminary, subject to change.

Interest with respect to the Certificates is payable on June 1 and December 1 of each year, commencing December 1, 2019. The Certificates will mature in the amounts and on the dates and be payable at the interest rates shown on the inside cover of this Official Statement. See "THE CERTIFICATES."

The Certificates will be delivered in fully registered form only, in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"). DTC will act as the depository for the Certificates and all payments due with respect to the Certificates will be made to Cede & Co., DTC's nominee. Ownership interests in the Certificates may be purchased only in book-entry form. See "THE CERTIFICATES—Book-Entry System" and APPENDIX F—DTC'S BOOK-ENTRY ONLY SYSTEM.

Source of Payment for the Certificates

The Certificates represent direct, undivided interests of the Owners thereof in the Lease Payments to be paid by the City to the Corporation pursuant to the Lease Agreement. The Lease Payments are payable by the City from its general fund for the right to use and possess the Property. The Lease Payments are subject to abatement during any period in which by reason of damage or destruction there is substantial interference with the use and occupancy by the City of the Property or any portion thereof. The City will covenant under the Lease Agreement to take such action as necessary to include the Lease Payments in its annual budget and to make all necessary appropriations therefor (subject to abatement under certain circumstances described in the Lease Agreement). Pursuant to an Assignment Agreement, dated as of August 1, 2019 (the "Assignment Agreement"), by and between the Corporation and the Trustee, the Corporation will assign to the Trustee, for the benefit of the Owners of the Certificates, certain of its rights under the Lease Agreement, including its right to receive Lease Payments from the City. See "SOURCE OF PAYMENT FOR THE CERTIFICATES" and "RISK FACTORS."

NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE CITY TO MAKE LEASE PAYMENTS UNDER THE LEASE AGREEMENT CONSTITUTES A DEBT OR INDEBTEDNESS OF THE CITY OR THE STATE OF CALIFORNIA (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATIONS OR RESTRICTION OR AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION

Reserve Fund

A reserve fund (the "Reserve Fund") will be funded from the proceeds of the Certificates in an amount equal to the least of maximum annual Lease Payment, 125% of average annual Lease Payments and 10% of the principal amount of the Certificate. Amounts in the Reserve Fund will make Lease Payments to the extent the is any failure on the part of the City to make such payments.

Redemption

The Certificates are subject to optional and mandatory redemption. See "THE CERTIFICATES—Redemption."

The City

The City of Newark is located in Alameda County (the "County"), California. The City was incorporated as a general law city in 1955. The City is an enclave, surrounded on all sides by the city of Fremont. The City is located 35 miles south of the city of San Francisco and is located next to many high-tech hubs. The western edge of the City is near the southern end of the San Francisco Bay. State Route 84 runs through the City and continues as the Dumbarton Bridge to cross the San Francisco Bay to reach Menlo Park. Interstate 880 serves as the eastern boundary with Fremont. See "THE CITY," "CITY FINANCIAL INFORMATION" and APPENDIX A—GENERAL, ECONOMIC AND DEMOGRAPHIC INFORMATION RELATING TO THE CITY AND THE COUNTY.

Continuing Disclosure

The City will covenant in a Continuing Disclosure Certificate to prepare and deliver annual reports to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system. See "CONTINUING DISCLOSURE" and APPENDIX G—FORM OF CONTINUING DISCLOSURE CERTIFICATE.

Summaries of Documents

This Official Statement contains descriptions of the Certificates, the Trust Agreement, the Site and Facility Lease, the Lease Agreement, the Assignment Agreement and various other agreements and documents. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive and reference is made to each such document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document and, with respect to certain rights and remedies, to laws and principles of equity relating to or affecting creditors' rights generally. Copies of the various documents described herein are available for inspection during business hours at the corporate trust office of the Trustee at 350 California Street, 17th Floor, San Francisco, CA 94014.

Other Information

This Official Statement speaks only as of its date as set forth on the cover hereof, the information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the City since the date hereof.

Unless otherwise expressly noted, all references to internet websites in this Official Statement, including without limitation, the City's website, are shown for reference and convenience only and none of their content is incorporated herein by reference. The information contained within such websites has not been reviewed by the City and the City makes no representation regarding the accuracy or completeness of the information therein.

ESTIMATED SOURCES AND USES OF FUNDS

The following table shows the estimated sources and uses of the proceeds from the sale of the Certificates and other moneys:

Sources	
Par Amount of the Certificates	
Plus/Less: Original Issue Premium/Discount	
Total Sources	
Uses	
Deposit to the Project Fund	
Deposit to the 2002 Escrow Fund	
Deposit to the 2012 Escrow Fund	
Deposit to Reserve Fund	
Costs of Issuance [1]	
Total Uses	

[1] Costs of Issuance include the Underwriter's discount, fees and expenses of the municipal advisor, special counsel, disclosure counsel, the Escrow Bank and the Trustee, printing expenses, rating fees, title insurance and other costs.

FINANCING PLAN

The proceeds of the Certificates will provide funds to (a) finance a portion of the costs of the Project, (b) refund the 2002 Certificates, (c) prepay the 2012 Lease Agreement, (d) fund a reserve fund for the Certificates, (e) fund capitalized interest with respect to a portion of the Certificates through June 1, 2022, and (f) pay the delivery costs incurred in connection with the execution, delivery and sale of the Certificates.

The Project

The Project consists of the City's new Civic Center to be located on the Site at 37101 Newark Boulevard, Newark, California. The Project will consist of:

- Construction of a new 25,200 square foot, two-story, City Administration Building. The building will be a steel framed structure with stucco exterior.
- Construction of a new 25,760 square foot, two-story Library Building. The building will be a steel framed structure with stucco exterior.
- Construction of a new 26,180 square foot, single-story Police Building. The building will be a steel framed structure with stucco exterior.
- Demolition of the existing 32,000 square foot, seven-story building City Administration Building (building currently houses City administrative functions and the police department).
- Other On-site improvements.

- Off-site improvements (including sidewalks, street median reconfigurations, and traffic signal).

Refunding of the 2002 Certificates

A portion of the proceeds of the Certificates will be held in a separate fund for the 2002 Certificates (the "2002 Escrow Fund"), established under an escrow agreement (the "2002 Escrow Agreement"), by and between the City and MUFG Union Bank, N.A., as escrow agent (the "Escrow Bank"). Such amount will be held in cash, univested. The uninvested cash in the 2002 Escrow Fund will be applied to redeem all 2002 Certificates in full on September 13, 2019, at a redemption price equal to 100% of the par amount thereof, plus accrued interest to such date. As a result of the deposit and application of funds as provided in the 2002 Escrow Agreement, the obligation of the City with respect to the 2002 Certificates will be defeased and discharged. The uninvested cash in the 2002 Escrow Fund will be held solely for the 2002 Certificates and will not be available to pay principal or interest with respect to the Certificates or any obligations other than the 2002 Certificates.

The 2002 Certificates to be refunded are shown in the following table:

Maturity Date	Amount Called	Interest Rate	CUSIP No.
6/1/32	$2,240,000	5.00%	650231 CE1

Prepayment of the 2012 Lease Agreement

A portion of the proceeds of the Certificates will be held in a separate fund for the 2012 Lease Agreement (the "2012 Escrow Fund"), established under an escrow agreement (the "2012 Escrow Agreement"), by and between the City and the Escrow Bank. Such amount will be held in cash, univested. The uninvested cash in the Escrow Fund will be applied to prepay the 2012 Lease Agreement in full on September 13, 2019, at a redemption price equal to 102% of the par amount thereof, plus accrued interest to such date. As a result of the deposit and application of funds as provided in the 2012 Escrow Agreement, the obligation of the City with respect to the 2012 Lease Agreement will be defeased and discharged. The uninvested cash in the 2012 Escrow Fund will be held solely for the 2012 Lease Agreement and will not be available to pay principal or interest with respect to the Certificates or any obligations other than the 2012 Lease Agreement.

THE PROPERTY

Pursuant to the Site and Facility Lease, the City will lease the its Fire Station 28, the site thereof and the site of the Project the Corporation. Pursuant to the Lease Agreement, the Corporation will, in turn, lease Fire Station 28, the site thereof, the Project, and the site thereof (collectively, the "Property") back to the City. See APPENDIX E—SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—Site and Facility Lease and APPENDIX E—SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—Lease Agreement.

The City's Fire Station 28, operated by the Alameda County Fire Department, opened in 2005 and is approximately 13,500 square feet. The former Newark Fire Station #1, Fire Station 28 is maintained by a crew of three firefighters that staff a Quint (a piece of fire apparatus that combines the features of a ladder truck and a fire engine and is capable of performing 5 functions: pumping water, carrying a water supply

(water tank), performing aerial operations (aerial ladder), carrying a ground ladder compliment, and carrying a compliment of fire hose) and one Battalion Chief.

For a description of certain terms of the Lease Agreement see "SOURCE OF PAYMENT FOR THE CERTIFICATES" and APPENDIX E—SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—LEASE AGREEMENT.

Pursuant to the Lease Agreement, the City may substitute the Property, in whole or in part, by other properties, upon the satisfaction of certain conditions. For more information regarding the substitution of property see "SOURCE OF PAYMENT FOR THE CERTIFICATES—Substitution or Removal of Property" and APPENDIX E—SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—LEASE AGREEMENT.

The City has not granted any security interest in the Property for the benefit of the Certificates and there is no remedy of foreclosure on the Property upon the occurrence of an Event of Default under the Lease Agreement. For a discussion of remedies upon an Event of Default under the Lease Agreement, see "RISK FACTORS—Limitations on Remedies."

DEBT SERVICE SCHEDULE

The following table shows the scheduled annual debt service for the Certificates:

Principal Payment Date (June 1)	Principal (1)	Interest (2)	Total
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
Total			

(1) Principal payments with respect to the Certificates on each June 1 are derived from Lease Payments made by the City on the preceding May 15.

(2) Interest payments with respect to the Certificates on each June 1 and December 1 are derived from Lease Payments made by the City on the preceding May 15 and November 15, respectively.

THE CERTIFICATES

General

The Certificates will be executed and delivered in the aggregate principal amount and will mature in the years and interest with respect to the Certificates will be paid at the rates shown on the cover page of this Official Statement.

The Certificates will be delivered in the form of fully registered Certificates without coupons in the denomination of $5,000 or any integral multiple thereof. Interest with respect to the Certificates will be calculated on the basis of a 360-day year of twelve 30-day months and will be payable on June 1 and December 1 of each year, commencing December 1, 2019 (each an "Interest Payment Date"), until

maturity or earlier redemption thereof. The Certificates will be initially executed, delivered and registered in the name of "Cede & Co." as nominee of DTC and will be evidenced by one Certificate maturing on each of the maturity dates in a denomination corresponding to the total principal therein designated to mature on such date. See "THE CERTIFICATES—Book-Entry Only System."

Interest with respect to the Certificates will be payable from the Interest Payment Date next preceding the date of execution thereof, unless: (i) it is executed as of an Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is executed after a Regular Record Date (i.e., the close of business on the 15th day of the month preceding each Interest Payment Date, whether or not such 15th day is a Business Day) and before the following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (iii) it is executed on or before November 15, 2019, in which event interest with respect thereto will be payable from its dated date; *provided, however*, that if, as of the date of execution of any Certificate, interest is in default with respect to any Outstanding Certificates, interest represented by such Certificate shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Certificates. Payment of defaulted interest shall be paid by check mailed to the Owners as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the Owners not less than ten (10) days prior to such special record date.

Payment of interest due with respect to any Certificate on any Interest Payment Date will be made to the person appearing on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the Interest Payment Date by first class mail to such Owner at his or her address as it appears on the Registration Books as of such Regular Record Date or, upon written request filed with the Trustee prior to the Regular Record Date by an Owner of at least $1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by such Owner in such written request. Any such written request shall remain in effect until rescinded in writing by the Owner. The principal and redemption price with respect to the Certificates at maturity or upon prior redemption shall be payable by check denominated in lawful money of the United States of America upon surrender of the Certificates at the Principal Corporate Trust Office.

Redemption

Optional Redemption. The Certificates maturing on June 1, 2029, are non-callable. The Certificates maturing on and after June 1, 2030, are subject to optional redemption in whole or in part on any date on and after June 1, 2029, in such order of maturity as shall be designated by the City (or, if the City shall fail to so designate the order of redemption, in *pro rata* among maturities) and by lot within a maturity, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium, from the proceeds of the optional prepayment of Lease Payments made by the City pursuant to the Lease Agreement.

Extraordinary Redemption. The Certificates are subject to extraordinary redemption, in whole or in part, on any Interest Payment Date, in an order of maturity determined by the City, from the Net Proceeds of insurance or eminent domain proceedings credited towards the redemption of the Lease Payments pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest represented thereby to the date fixed for redemption, without premium.

Selection of Certificates for Redemption. Whenever provision is made in the Trust Agreement for the redemption of Certificates and less than all of the Outstanding Certificates are to be redeemed, the Trustee will select Certificates for redemption from the Outstanding Certificates not previously called for redemption in such order of maturity as will be designated by the City (and, in lieu of such designation, *pro rata* among maturities) and by lot within a maturity. The Trustee will select Certificates for redemption within a maturity by lot in any manner which the Trustee will, in its sole discretion, deems appropriate. For purposes of such selection, Certificates will be deemed to be composed of $5,000 portions and any such portion may be separately redeemed. The Trustee will promptly notify the City in writing of the Certificates so selected for redemption. Selection by the Trustee of Certificates for redemption will be final and conclusive.

Notice of Redemption. Unless waived in writing by any Owner of a Certificate to be redeemed, notice of any such redemption will be given by the Trustee on behalf and at the expense of the City, by mailing a copy of a redemption notice by first class mail, postage prepaid, at least 20 days and not more than 60 days prior to the date fixed for redemption, to such Owner of the Certificate or Certificates to be redeemed at the address shown on the Registration Books or at such other address as is furnished in writing by such Owner to the Trustee; *provided, however*, that neither the failure to receive such notice nor any defect in any notice will affect the sufficiency of the proceedings for the redemption of the Certificates.

Any notice of optional redemption of the Certificates may be conditional and if any condition stated in the notice of redemption shall not have been satisfied on or prior to the redemption date, (i) said notice shall be of no force and effect, (ii) the City shall not be required to redeem such Certificates; (iii) the redemption shall be cancelled and (iv) the Trustee shall within a reasonable time thereafter give notice to the persons and in the manner in which the conditional notice of redemption was given, that such condition or conditions were not met and that the redemption was cancelled. The actual receipt by the owner of any Certificates of notice of such cancellation shall not be a condition precedent to cancellation, and failure to receive such notice or any defect in such notice shall not affect the validity of the cancellation.

Effect of Redemption. If notice of redemption has been given as described above, the Certificates or portions of Certificates so to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date, interest with respect to such Certificates or portions of Certificates will cease to be payable.

Partial Redemption of Certificate. Upon surrender of any Certificate redeemed in part only, the Trustee will execute and deliver to the Owner thereof a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Certificate surrendered and of the same interest rate and the same maturity.

Transfer and Exchange of Certificates

The registration of any Certificate may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his or her attorney duly authorized in writing upon surrender of such Certificate for cancellation at the Principal Corporate Trust Office, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for registration of transfer, the Trustee shall execute and deliver a new Certificate or Certificates for like aggregate principal amount in authorized denominations. The City shall pay any costs of the Trustee incurred in connection with such transfer, except that the Trustee may require the payment by the Certificate Owner requesting such transfer

of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee shall not be required to transfer (i) any Certificates or portion thereof during the period between the date fifteen (15) days prior to the date of selection of Certificates for redemption and such date of selection, or (ii) any Certificates selected for redemption.

Certificates may be exchanged, upon surrender thereof, at the Principal Corporate Trust Office for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity. Whenever any Certificate or Certificates shall be surrendered for exchange, the Trustee shall execute and deliver a new Certificate or Certificates for like aggregate principal amount in authorized denominations. The City shall pay any costs of the Trustee incurred in connection with such exchange, except that the Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The Trustee shall not be required to exchange (i) any Certificate or any portion thereof during the period between the date fifteen (15) days prior to the date of selection of Certificates for redemption and such date of selection, or (ii) any Certificate selected for redemption.

Book-Entry Only System

The Certificates will be initially executed, delivered and registered as one fully registered certificate for each maturity, without coupons, in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Certificates. Individual purchases may be made in book-entry form only, in the principal amount of $5,000 and integral multiples thereof. Purchasers will not receive physical certificates representing their interest in the Certificates purchased. Principal and interest will be paid to DTC which will in turn remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Certificates as described herein. So long as DTC's book-entry system is in effect with respect to the Certificates, notices to Owners of the Certificates by the City or the Trustee will be sent to DTC. Notices and communication by DTC to its participants, and then to the beneficial owners of the Certificates, will be governed by arrangements among them, subject to then effective statutory or regulatory requirements. See APPENDIX F—DTC'S BOOK-ENTRY ONLY SYSTEM.

In the event that such book-entry system is discontinued with respect to the Certificates, the City will cause the Trustee to execute and deliver replacements in the form of registered certificates and, thereafter, the Certificates will be transferable and exchangeable on the terms and conditions provided in the Trust Agreement. In addition, the following provisions would then apply: Payment of interest due with respect to any Certificate on any Interest Payment Date will be made to the person appearing on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the Interest Payment Date by first class mail to such Owner at his or her address as it appears on the Registration Books as of such Regular Record Date or, upon written request filed with the Trustee prior to the Regular Record Date by an Owner of at least $1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by such Owner in such written request. Any such written request will remain in effect until rescinded in writing by the Owner. The principal and redemption price with respect to the Certificates at maturity or upon prior redemption shall be payable by check denominated in lawful money of the United States of America upon surrender of the Certificates at the Principal Corporate Trust Office.

SOURCE OF PAYMENT FOR THE CERTIFICATES

General

Each Certificate represents a direct, undivided fractional interest in the Lease Payments. Pursuant to the Lease Agreement, the City will lease the Property from the Corporation and agree to make Lease Payments. See "THE PROPERTY." Upon satisfaction of certain conditions set forth in the Lease Agreement, the City may substitute the Property with other properties. See "Substitution of Site or Facility" below.

As security for the Certificates, the Corporation will assign to the Trustee for the payment of principal and interest with respect to the Certificates, the Corporation's rights, title and interest in the Lease Agreement (with certain exceptions), including the right to receive Lease Payments to be made by the City under the Lease Agreement. The Lease Payments are designed to be sufficient, in both time and amount, to pay when due, the principal and interest with respect to the Certificates. The Lease Payments are payable by the City from any source of available funds.

THE OBLIGATION OF THE CITY TO MAKE LEASE PAYMENTS UNDER THE LEASE AGREEMENT DOES NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE CITY TO MAKE LEASE PAYMENTS UNDER THE LEASE AGREEMENT CONSTITUTES AN INDEBTEDNESS OF THE CITY OR THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATIONS.

Lease Payments; Covenant to Appropriate

Pursuant to the Lease Agreement, the City has agreed to make Lease Payments for the lease of the Property which are calculated to be sufficient to pay principal and interest due with respect to the Certificates. The City will also pay as additional payments ("Additional Payments"), amounts required for the payment of all costs and expenses incurred by the City to comply with the provisions of the Trust Agreement and the Lease Agreement or in connection with the execution and delivery of the Certificates. The City has covenanted under the Lease Agreement to take such action as may be necessary to include all Lease Payments and Additional Payments in its annual budget and to make the necessary annual appropriations for all such payments. Under certain circumstances described under the Lease Agreement, however, Lease Payments are subject to abatement during periods of substantial interference with the City's use and occupancy of the Property or any portion thereof. See "SOURCE OF PAYMENT FOR THE CERTIFICATES—Abatement."

Insurance

The City is required to keep or cause to be kept casualty insurance against loss or damage by fire and lightning, with extended coverage and vandalism and malicious mischief insurance, in an amount at least equal to one hundred percent (100%) of the replacement cost of the Property. Such insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. The City is not required by the Lease

Agreement to maintain earthquake coverage with respect to the Property and the City does not expect to purchase such coverage.

To insure against loss of rental income caused by perils mentioned above, the City is required to maintain, or cause to be maintained throughout the term of the Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any part of the Property as a result of any of the hazards described above in an amount equal to two times the maximum annual Lease Payments.

Public liability and property damage insurance coverage is required in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of $100,000 (subject to a deductible clause of not to exceed $5,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City and may be maintained in the form of insurance maintained through a nonprofit, public benefit corporation created for such purpose or in the form of self-insurance by the City. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

The City shall provide, from moneys in the Delivery Costs Fund or at its own expense, on the Closing Date, a CLTA title insurance policy in the amount of not less than the principal amount of the Certificates, insuring the City's leasehold estate in the Property, subject only to Permitted Encumbrances.

See APPENDIX E—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—LEASE AGREEMENT—Insurance.

Abatement

Pursuant to the Lease Agreement, Lease Payments will be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the City of the Property or any portion thereof (other than certain portions of the Property which have been modified by the City as described in the Lease Agreement) to the extent to be agreed upon by the City and the Corporation and communicated by a City Representative to the Trustee. The parties agree that amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in an exhibit attached to the Lease Agreement, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed (giving due consideration to the factors identified related to fair rental value as discussed in the Lease Agreement), based upon the opinion of an MAI appraiser with expertise in valuing such properties, or based upon any other appropriate method of valuation, in which event the Lease Payments will be abated such that they represent said fair rental value. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as communicated by a City Representative to the Trustee. In the event of any such damage or destruction, the Lease Agreement will continue in full force and effect and the City waives any right to terminate the Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there will be no abatement of Lease Payments under the Lease Agreement to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Reserve Fund and/or the Insurance and Condemnation Fund and/or the Lease Payment Fund are available to pay Lease Payments which would

otherwise be abated under the Lease Agreement. See "SOURCE OF PAYMENT FOR THE CERTIFICATES—Insurance," APPENDIX E—SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—Lease Agreement—Insurance and APPENDIX E—SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—Lease Agreement—Abatement of Lease Payments in the Event of Damage or Destruction.

Eminent Domain

Pursuant to the Lease Agreement, if all of the Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the term of the Lease Agreement will cease as of the day possession is taken. If less than all of the Property is taken permanently, or if all of the Property or any part thereof is taken temporarily under the power of eminent domain, (1) the Lease Agreement will continue in full force and effect and will not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there will be a partial abatement of Lease Payments as a result of the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments under the Lease Agreement, in an amount to be agreed upon by the City and the Corporation and communicated to the Trustee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property, except to the extent of special funds, such as amounts in the Reserve Fund available for the payment of Lease Payments. The Net Proceeds of such eminent domain award are required to be applied to the redemption of Certificates as provided in the Lease Agreement and the Trust Agreement.

Reserve Fund

The Trust Agreement provides that the Trustee will establish and maintain the Reserve Fund equal to the "Reserve Requirement." On the date of delivery of the Certificates, an amount of Certificate proceeds equal to the Reserve Requirement will be deposited in the Reserve Fund. "Reserve Requirement" means an amount equal to the least of maximum annual Lease Payment, 125% of average annual Lease Payments and 10% of the principal amount of the Certificates, which amount shall be $_____ on the Closing Date. The amount of the Reserve Requirement shall not be reduced unless the Certificates are partially refunded, in which such amount shall be reduced to an amount equal to the maximum annual Lease Payments relating to the Certificates not so refunded.

Optional Prepayment

Pursuant to the Lease Agreement, the City has an option to prepay the principal components of the Lease Payments in full, by paying the aggregate unpaid principal components of the Lease Payments, or in part, in a prepayment amount equal to the principal amount of Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, together with the premium set forth for the redemption of Certificates. See "THE CERTIFICATES—Redemption—Optional Redemption."

Said option may be exercised with respect to Lease Payments due on and after May 15, 20__, in whole or in part on any Lease Payment Date, commencing May 15, __. Said option shall be exercised by the City by giving written notice to the Corporation and the Trustee of the exercise of such option at least forty-five (45) days prior to said prepayment date (or such fewer number of days as shall be acceptable to the Trustee). In the event of prepayment in part, the partial prepayment will be applied against Lease Payments in such order of payment date as will be selected by the City. Lease Payments due after any such partial prepayment will be in the amounts set forth in a revised Lease Payment schedule which will be

provided by, or caused to be provided by, the City to the Trustee and which will represent an adjustment to the schedule set forth in the Lease Agreement taking into account said partial prepayment. The Trustee agrees to notify the Corporation in the event of any prepayment of Lease Payments, as provided in the Trust Agreement.

Mandatory Prepayment from Net Proceeds of Insurance, Title Insurance or Eminent Domain

The City will be obligated to prepay the principal component of Lease Payments, in whole on any date or in part on any Lease Payment Date, from and to the extent of any Net Proceeds of an insurance, title insurance or condemnation award with respect to the Property theretofore deposited in the Lease Agreement Payment Fund for such purpose pursuant to the Lease Agreement and the Trust Agreement. The City and the Corporation agree that such Net Proceeds will be applied first to the payment of any delinquent Lease Payments, and thereafter will be credited towards the City's obligations under the mandatory prepayment provisions of the Lease Agreement. Lease Payments due after any such partial prepayment will be in the amounts set forth in a revised Lease Payment schedule which will be provided by, or caused to be provided by, the City to the Trustee and which will represent an adjustment to the schedule set forth in the Lease Agreement taking into account said partial prepayment. See "THE CERTIFICATES—Redemption—Extraordinary Redemption from Net Proceeds of Insurance, Title Insurance, Condemnation or Eminent Domain Award."

Substitution or Release of Site or Facility

Substitution of Site or Facility. The City shall have, and is granted, the option at any time and from time to time during the Term of the Lease Agreement to substitute other land (a "Substitute Site") and/or a substitute facility (a "Substitute Facility") for the Site (the "Former Site"), or a portion thereof, and/or the Facility (the "Former Facility"), or a portion thereof, provided that the City shall satisfy all of the following requirements (to the extent applicable) which are declared to be conditions precedent to such substitution:

(i) If a substitution of the Site, the City shall file with the Corporation and the Trustee an amendment to the Site and Facility Lease which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

(ii) If a substitution of the Site, the City shall file with the Corporation and the Trustee an amendment to the Lease Agreement which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

(iii) If a substitution of the Facility, the City shall file with the Corporation and the Trustee an amendment to the Site and Facility Lease which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;

(iv) If a substitution of the Facility, the City shall file with the Corporation and the Trustee an amendment to the Lease Agreement which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;

(v) The City shall certify in writing to the Corporation and the Trustee that such Substitute Site and/or Substitute Facility serve the purposes of the City, constitutes property that is

unencumbered, subject to Permitted Encumbrances, and constitutes property which the City is permitted to lease under the laws of the State;

(vi) The City delivers to the Corporation and the Trustee an Officer's Certificate of the City based on insurance values or any other reasonable basis of valuation received by the City (which need not require an appraisal) that the value of the Property following such substitution is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee that the indemnification provided pursuant to the Trust Agreement applies with respect to the Substitute Site and/or Substitute Facility;

(vii) The Substitute Site and/or Substitute Facility shall not cause the City to violate any of its covenants, representations and warranties made in the Lease Agreement or in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee;

(viii) The City shall obtain an amendment to the title insurance policy required pursuant to the Lease Agreement which adds thereto a description of the Substitute Site and deletes therefrom the description of the Former Site;

(ix) The City shall provide notice of the substitution to any rating agency then rating the Certificates which rating was provided at the request of the City or the Corporation; and

(x) The City shall furnish the Corporation and the Trustee with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such substitution does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes.

Release of Site. The City shall have, and is granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Site, provided that the City shall satisfy all of the following requirements which are declared to be conditions precedent to such release:

(i) The City shall file with the Corporation and the Trustee an amendment to the Site and Facility Lease which describes the Site, as revised by such release;

(ii) The City shall file with the Corporation and the Trustee an amendment to the Lease Agreement which describes the Site, as revised by such release;

(iii) The City delivers to the Corporation and the Trustee an Officer's Certificate of the City based on insurance values or any other reasonable basis of valuation received by the City (which need not require an appraisal) that the value of the Property, as revised by such release, is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee and the Corporation that the indemnification provided pursuant to the Trust Agreement applies with respect to the Site, as revised by such release;

(iv) Such release shall not cause the City to violate any of its covenants, representations and warranties made in the Lease Agreement and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee;

(v) The City shall obtain an amendment to the title insurance policy required pursuant to the Site and Facilities Lease which describes the Site, as revised by such release; and

(vi) The City shall provide notice of the release to any rating agency then rating the Certificates which rating was provided at the request of the City or the Corporation

Release of Facility. The City shall have, and is granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Facility, provided that the City shall satisfy all of the following requirements which are declared to be conditions precedent to such release:

(i) The City shall file with the Corporation and the Trustee an amendment to the Site and Facility Lease which describes the Facility, as revised by such release;

(ii) The City shall file with the Corporation and the Trustee an amendment to the Lease Agreement which describes the Facility, as revised by such release;

(iii) The City delivers to the Corporation and the Trustee an Officer's Certificate of the City based on insurance values or any other reasonable basis of valuation received by the City (which need not require an appraisal) that the value of the Property, as revised by such release, is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee and the Corporation that the indemnification provided pursuant to the Trust Agreement applies with respect to the Facility, as revised by such release;

(iv) Such release shall not cause the City to violate any of its covenants, representations and warranties made in the Lease Agreement and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee; and

(v) The City shall provide notice of the release to any rating agency then rating the Certificates which rating was provided at the request of the City or the Corporation.

Generally. The Corporation and the City may at any time amend or modify any of the provisions of the Lease Agreement, but only (i) with the prior written consent of the the Owners of a majority in aggregate principal amount of the Outstanding Certificates, or (ii) without the consent of any of the Owners, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in the Lease Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power reserved to or conferred upon the City;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Lease Agreement, or in any other respect whatsoever as the Corporation and the City may deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments will not materially adversely affect the interests of the Owners; or

(iii) to amend any provision thereof relating to the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest with respect to the Certificates under the Code, in the opinion of Bond Counsel.

THE CITY

The City is located in Alameda County, California. The City was incorporated as a general law city in 1955. The City is an enclave, surrounded on all sides by the city of Fremont. The City is located 35 miles south of the city of San Francisco and is located next to many high-tech hubs. The western edge of the City is near the southern end of the San Francisco Bay. State Route 84 runs through the City and continues as the Dumbarton Bridge to cross the San Francisco Bay to reach Menlo Park. Interstate 880 serves as the eastern boundary with Fremont.

The City operates under the Council-Manager form of government. The five City Council Members are elected at large for four-year, staggered terms. The Mayor presides over all City Council meetings. The Mayor and City Council are responsible for passing ordinances, adopting and amending the operating and capital budgets, appointing various committee members, and hiring both the City's manager and attorney. The City Manager is responsible for carrying out the policies and ordinances established by the City Council, for overseeing the day-to-day operations of the City, and for appointing the various department heads.

See APPENDIX A—GENERAL, ECONOMIC AND DEMOGRAPHIC INFORMATION RELATING TO THE CITY AND THE COUNTY for a general description of the City as well as certain demographic and statistical information.

CITY FINANCIAL INFORMATION

Financial Statements and Budgetary Process

The City's accounting policies conform to generally accepted accounting principles. The audited financial statements also conform to the principles and standards for public financial reporting established by the Governmental Accounting Standards Board.

Basis of Accounting and Financial Statement Presentation. The government-wide financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Audited Financial Statements. The City retained the firm of Badawi & Associates, Oakland, California (the "City's Auditor"), to examine the general purpose financial statements of the City as of and for the year ended June 30, 2018. The audited financial statements for fiscal year ended June 30, 2018, are included in APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY

FOR THE YEAR ENDED JUNE 30, 2018. The City has not requested, and the City's Auditor has not provided, any review or update of such financial statements in connection with their inclusion in this Official Statement.

Budget Process. The City Council adopts an annual budget with appropriations for all City funds prior to the beginning of the fiscal year, which begins on July 1 of each year. The City Council has the legal authority to amend the budget at any time during the fiscal year. The City maintains budgetary controls to ensure compliance with legal provisions embodied in the appropriated budget approved by the City Council. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) for the City's operating budget is at the fund level. For the operating budget, the City Manager has the authority to move appropriations between accounts (without dollar limitation) within a budget program and within the same fund. All other appropriation changes require the approval of the City Council.

All appropriations lapse at the end of the fiscal year unless specific carryovers are approved by the City Council.

The following table shows the City's audited General Fund balance sheet for fiscal years 2014-15 through 2017-18 and unaudited actuals for 2018-19.

Table 1
GENERAL FUND BALANCE SHEET
Fiscal Years 2014-15 through 2018-19

	FY2014-15 Audited	FY2015-16 Audited	FY2016-17 Audited	FY2017-18 Audited	FY2018-19 Unaudited[1]
ASSETS					
Cash and investments	$ 19,907,548	$ 25,969,529	$ 30,912,139	$ 41,383,079	$ 50,453,888
Taxes receivable	2,989,431	5,480,052	4,806,585	4,546,035	4,474,548
Intergovernmental	91,942	287,209	322,745	99,563	101,014
Interest receivable	20,587	75,724	149,731	308,631	617,263
Other receivables	472,101	325,380	521,404	446,778	552,113
Due from Other Funds	-	-	101,168	-	-
Supplies and other assets	152,163	134,968	144,700	153,323	185,918
Due from Successor Agency	404,241	356,235	215,672	184,225	184,225
Total Assets	24,038,013	32,629,097	37,174,144	47,121,634	56,568,969
LIABILITIES					
Accounts payable	1,506,833	1,372,228	1,561,472	2,074,539	1,564,860
Refundable deposits	578,938	740,520	732,628	841,763	1,302,211
Unearned revenues	112,281	151,427	156,852	189,950	16,411
Total Liabilities	2,198,052	2,264,175	2,450,952	3,106,252	2,883,482
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenues	312,115	434,656	611,722	70,862	70,183
FUND BALANCES					
Non-spendable	556,404	491,203	360,372	337,548	370,143
Restricted	-	-	-	-	-
Committed	575,691	428,744	6,423,516	7,784,867	10,284,867
Assigned	1,491,390	1,841,688	4,081,783	3,414,044	4,156,301
Unassigned	18,904,361	27,168,631	23,245,799	31,665,804	38,803,993
Total Fund Balances	21,527,846	29,930,266	34,111,470	43,944,520	53,615,304
Total Liabilities, Deferred Inflows of Resources and Fund Balances	24,038,013	32,629,097	37,174,144	47,121,634	56,568,969

Sources: City of Newark 2014-15 through 2017-18 Comprehensive Annual Financial Reports and City of Newark Finance Department.
(1) 2018-19 Unaudited actuals provided by the City of Newark Finance Department.

The following table shows the City's audited General Fund revenues, expenditures and changes in fund balances for fiscal years 2015-16 through 2017-18, unaudited actuals for 2018-19, and budgeted projections for fiscal year 2019-20.

Table 2
GENERAL FUND REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES
Fiscal Years 2015-16 through 2019-20

	FY2015-16 Audited	FY2016-17 Audited	FY2017-18 Audited	FY2018-19 Unaudited[1]	FY2019-20 Budget[2]
REVENUES					
General property taxes	$ 14,966,731	$ 16,465,268	$ 19,192,759	$ 19,813,431	$ 19,450,000
Other local taxes	24,654,592	28,150,707	33,145,238	33,541,213	33,445,680
Licenses, permits and fees	4,173,068	4,148,967	3,638,498	3,583,930	21,000
Fines and forfeitures	529,113	822,323	943,835	941,021	865,000
Use of money and property	148,794	333,083	448,754	2,172,642	350,000
Other governmental agencies	457,117	187,279	(15,073)	184,277	99,300
Charges for services	5,070,616	4,785,250	4,545,369	5,054,425	431,000
Other revenues	1,733,256	444,291	307,743	469,056	-
Total Revenues	51,733,287	55,337,168	62,207,123	65,759,995	54,661,980
EXPENDITURES					
Current:					
General government	4,643,348	5,231,065	5,486,604	5,772,691	6,312,200
Public safety - Fire	9,599,722	10,350,979	11,412,920	9,918,050	11,873,600
Public safety - Police	16,159,740	17,742,869	19,634,511	19,962,866	22,682,700
Streets and parks	2,946,492	3,177,866	4,025,731	4,192,423	4,694,700
Community development	3,855,408	4,422,623	5,546,372	5,091,617	6,440,600
Recreation	3,942,287	4,534,338	4,821,935	4,970,610	5,508,500
Capital outlay	-	-	-	-	-
Debt service – Principal	77,895	80,567	22,913	22,913	227,100
Debt service – Interest	5,474	2,803	-	-	142,200
Total Expenditures	41,230,366	45,543,110	50,950,986	49,931,170	57,881,600
EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES	10,502,921	9,794,058	11,256,137	15,828,825	(3,219,620)
OTHER FINANCING SOURCES/(USES)					
Other revenues	-	-	-	-	-
Transfers in	845,000	294,281	330,041	-	-
Transfers out	(3,065,445)	(5,907,135)	(1,707,591)	(5,912,000)	-
Total Other Financing Sources	(2,220,445)	(5,612,854)	(1,377,550)	(5,912,000)	-
NET CHANGE IN FUND BALANCES	8,282,476	4,181,204	9,878,587	9,916,825	(3,219,620)
FUND BALANCES – BEGINNING OF YEAR	21,647,790	29,930,266	34,065,933[3]	43,968,479[4]	53,615,304
FUND BALANCES – END OF YEAR	29,930,266	34,111,470	43,944,520	53,615,304	50,395,684

Source: City of Newark 2014-15 through 2017-18 Comprehensive Annual Financial Reports and City of Newark Finance Department.
(1) Unaudited actuals provided by the City of Newark Finance Department.
(2) From the City of Newark's 2019-20 Budget, adopted _____ _____, 2019.
(3) Reflects an adjustment of $(45,537) relating to a prior year accrual that was not accounted for.
(4) As restated, reflecting an increase in fund balances of $23,959 related to _____.

City Financial Management Policies

The City Council has adopted a comprehensive set of financial management policies to provide for: (i) establishing targeted general fund reserves; (ii) the prudent investment of City funds, and (iii) management of debt. The City's practice is to incur debt only after deliberation over the effect of such debt on the City's General Fund and other resources of the City, and in those circumstances where the use of debt would be appropriate to the scale and economic life of the asset being financed and the accumulation or availability of reserves to fund the capital requirement.

General Fund Budget Stabilization Reserve Policy. The following table shows the City's general fund Budget Stabilization Reserve Policy guidance, actual reserves for fiscal year 2018-19 and budgeted reserve for fiscal year 2019-20.

Table 3
General Fund Budget Stabilization Reserve Policy

	Policy Guidance	Actual FY 2018-19	Budgeted FY 2019-20
% of Expenses	_____% to _____%; target goal of _____%	_____%	_____%

Source: City of Newark Finance Department.

Investment Policy. The investment of funds of the City (except pension and retirement funds) is made in accordance with the City's Investment Policy, most recently approved in _____ of 201_____ (the "Investment Policy"), and section 53601 *et seq*. of the California Government Code. The Investment Policy is subject to revision at any time and is reviewed at least annually to ensure compliance with the stated objectives of safety, liquidity, yield, and current laws and financial trends. All amounts held under the Trust Agreement are invested at the direction of the City in Investment Securities, as defined in the Trust Agreement, and are subject to certain limitations contained therein. See APPENDIX C—INVESTMENT POLICY OF THE CITY and APPENDIX E—SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS—TRUST AGREEMENT—Investments.

Debt Management Policy. In accordance with section 8855(i) of the California Government Code the City adopted a debt management policy on _____ _____, 2017, to establish conditions for the use of debt; to ensure that debt capacity and affordability are adequately considered; to minimize the City's interest and issuance costs; to maintain the highest possible credit rating; to provide complete financial disclosure and reporting; and to maintain financial flexibility for the City.

Capital Improvement Project Practices. [REVIEW] While the City does not have an adopted capital improvement project policy, it does have certain criteria that must be adhered to before commencing a capital improvement project including (a) that the project must have a minimum cost of $50,000 for each stand-alone unit or combined project, (b) that the project must have a useful life of at least five to seven years, and (c) that the project must extend the life of an existing asset or provide a new functional use for an existing asset for at least five years.

Current Investments

The City's investment portfolio (par value), as of June 30, 2019, included cash and investments equal to $_____ million.

Principal Sources of General Fund Revenues

Sales and use taxes were the City's largest revenue source in fiscal year 2018-19 and represented approximately _____% of fiscal year 2019-19 General Fund revenues. Property taxes in-lieu of vehicle license fees were the City's second largest General Fund revenue source in fiscal year 2018-19 and represented approximately _____% of General Fund revenues. Property taxes were the third largest General Fund revenue source in fiscal year 2018-19 and represented approximately _____% of General Fund revenues. For a discussion of potential State Budget impacts on General Fund revenues, see "—State Budgets." For a discussion of sales tax revenues and property taxes, see "—Sales Tax" and "—Ad valorem Property Taxation."

Vehicle license fees are assessed in the amount of 2% of a vehicle's depreciation market value for the privilege of operating a vehicle on California's public highways. A program to offset (or reduce) a portion of the vehicle license fees ("VLF") paid by vehicle owners was established by Chapter 322, Statutes of 1998. Beginning January 1, 1999, a permanent offset of 25% of the VLF paid by vehicle owners became operative. Various pieces of legislation increased the amount of the offset in subsequent years to the existing statutory level of 67.5% of 2% (resulting in the current effective rate of 0.65%).

The following table shows the City's audited General Fund tax revenues by source for the most recent three fiscal years, unaudited actuals for fiscal year 2018-19 and budgeted projections for fiscal year 2019-20:

CITY OF NEWARK
GENERAL FUND TAX REVENUES BY SOURCE
Fiscal Years 2015-16 through 2019-20

Source	FY 2015-16 Audited	FY 2016-17 Audited	FY 2017-18 Audited	FY 2018-19 Unaudited	FY 2019-20 Budget[1]
General Property Taxes	$ 14,966,731	$ 16,465,268	$ 19,192,759		
Sales Taxes (including in lieu payments)					
Utility User Taxes					
Business License Taxes					
Transient Occupancy Taxes					
Motor Vehicle License Fees (including in lieu payments)					
Total Tax and In-Lieu Payment Revenues					

Sources: City of Newark Finance Department.
(1) City of Newark 2019-20 Budget, adopted June _____, 2019.

Sales and Use Taxes

A sales tax is imposed on the privilege of consuming personal property in California. California does not tax services. The tax rate is established by the State Legislature, and is presently 7.25%, statewide (of which 1% is paid to the City). In addition, many of California's cities, counties, Citys and communities have

special taxing jurisdiction to impose a transaction (sales) or use tax. These so-called district taxes increase the tax rate in a particular area by adding the local option tax to the statewide tax. These district taxes can vary up to 1%, and more than one district tax may be in effect for a particular location. On November 8, 2016 a majority of the voters of the City passed Measure GG which established a 0.5% sales tax to fund general city services. Measure GG is set to expire after 25 years.

CITY OF NEWARK
CURRENT SALES TAX RATES

Component	Tax Rate
State General Fund	7.25%
Alameda County	2.00
Measure GG	0.50
Total	9.75%

Source: City of Newark.

The State's actual administrative costs with respect to the portion of sales taxes allocable to the City are deducted before distribution and are determined on a quarterly basis.

Property Taxes

Under Proposition 13, an amendment to the California Constitution adopted in 1978, the county assessor's valuation of real property is established as shown on the fiscal year 1975-76 tax bill, or, thereafter, as the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred. Assessed value of property may be increased annually to reflect inflation at a rate not to exceed 2% per year, or reduced to reflect a reduction in the consumer price index or comparable data for the area under taxing jurisdiction or in the event of declining property value caused by substantial damage, destruction, market forces or other factors. As a result of these rules, real property that has been owned by the same taxpayer for many years can have an assessed value that is much lower than that of similar properties more recently sold, and may be lower than its own market value. Likewise, changes in ownership of property and reassessment of such property to market value commonly will lead to increases in aggregate assessed value even when the rate of inflation or consumer price index would not permit the full 2% increase on any property that has not changed ownership.

Taxes are levied by the County for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. Real property which changes ownership or is newly constructed is revalued at the time the change in ownership occurs or the new construction is completed. The current year property tax rate will be applied to the reassessment, and the taxes will then be adjusted by a proration factor to reflect the portion of the remaining tax year for which taxes are due.

Local agencies and schools will share the growth of "base" sources from the tax rate area. Each year's growth allocation becomes part of each local agency's allocation in the following year. The availability of revenue from growth in the tax bases in such tax rate areas may be affected by the existence of redevelopment agencies (including their successor agencies) which, under certain circumstances, may be entitled to sources resulting from the increase in certain property values. State law exempts $7,000 of the assessed valuation of an owner-occupied principal residence. This exemption does not result in any loss of

revenue to local agencies since an amount equivalent to the taxes that would have been payable on such exempt values is supplemented by the State.

For assessment and tax collection purposes, property is classified either as "secured" or "unsecured," and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed property and property (real or personal) for which there is a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. All other property is "unsecured," and is assessed on the "unsecured roll." Secured property assessed by the State Board of Equalization is commonly identified for taxation purposes as "utility" property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and if unpaid become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to any delinquent payment. Property on the secured roll, with respect to which taxes are delinquent, becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of delinquent taxes and the delinquency penalty, plus costs and prepayment penalty of one and one-half percent per month to the time of prepayment. If taxes are unpaid for a period of five years or more, the property is subject to sale by the county treasurer.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5 p.m. on October 31, an additional penalty of one and one-half percent per month attaches to such taxes on the first day of each month until paid. A county has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county clerk and county recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property, improvements, or possessory interests belonging or assessed to the delinquent taxpayer.

Teeter Plan

The Board of Supervisors of the County has approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in section 4701 *et seq*. of the California Revenue and Taxation Code. The Teeter Plan guarantees distribution of 100% of the general taxes levied to the taxing entities within the County, with the County retaining all penalties and interest penalties affixed upon delinquent properties and redemptions of subsequent collections. Under the Teeter Plan, the County apportions secured property taxes on a cash basis to local political subdivisions, including the City, for which the County acts as the tax-levying or tax-collecting agency. At the conclusion of each fiscal year, the County distributes 100% of any taxes delinquent as of June 30th to the respective taxing entities.

The Teeter Plan is applicable to secured property tax levies. As adopted by the County, the Teeter Plan excludes Mello-Roos Community Facilities Districts, special assessment districts, and benefit assessment districts.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors receives a petition for its discontinuance joined in by resolutions

adopted by at least two-thirds of the participating revenue districts in the County, in which event the Board of Supervisors is to order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year. The Board of Supervisors may also, after holding a public hearing on the matter, discontinue the Teeter Plan with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll in that agency. If the Teeter Plan is discontinued subsequent to its implementation, only those secured property taxes actually collected would be allocated to political subdivisions (including the City) for which the County acts as the tax-levying or tax-collecting agency, but penalties and interest would be credited to the political subdivisions.

The City is not aware of any petitions for the discontinuance of the Teeter Plan in the County.

Assessed Valuation

The City uses the facilities of the County for tax assessment and collection. City taxes are assessed and collected at the same times and on the same tax rolls as County, school and special district taxes.

Under California law, two additional types of exemptions were authorized beginning in the tax year 1969-70. The first of these exempts 50% of the assessed valuation of business inventories from taxation. The second provides an exemption of $7,000 of the assessed valuation of an owner-occupied dwelling from which application has been made to the County Assessor. Under a constitutional amendment that is effective in Fiscal year 2018-19, the California Legislature can raise this exemption. Revenue estimated to be lost to local taxing agencies due to such exemption is reimbursed from State sources if funds are appropriated. The reimbursement is based upon total taxes due upon these exempt values and therefore is not reduced by any amounts for estimated delinquencies.

Summarized below is the assessed valuation record of the City for the five most recent fiscal years.

CITY OF NEWARK
ASSESSED VALUATIONS

Fiscal Year	Local Secured	Utility	Unsecured	Total	% Change
2014-15	$ 6,114,599,970	$ 371,252	$ 409,594,577	$ 6,524,565,799	—
2015-16	6,099,679,405	371,252	823,549,996	6,923,600,653	6.12%
2016-17	7,102,387,653	371,252	502,466,622	7,605,225,527	9.84
2017-18	8,116,591,100	178,598	625,081,222	8,741,850,920	14.95
2018-19	8,852,749,698	178,598	605,704,087	9,458,632,383	8.20

Source: California Municipal Statistics, Inc.

Principal Taxpayers. The following table sets forth the principal secured property taxpayers in the City as of the current fiscal year.

CITY OF NEWARK
FY2018-19 LARGEST LOCAL SECURED PROPERTY TAX PAYERS

	Property Owner	Primary Land Use	FY2018-19 Assessed Valuation	% of Total [1]
1.	BMR Gateway Boulevard LLC	Industrial	$ 383,876,380	4.34%
2.	Apple Computer Inc.	Industrial	300,714,149	3.40
3.	Lennar Homes California Inc.	Residential Development	142,530,679	1.61
4.	KB Sanctuary LLC	Residential Development	98,500,000	1.11
5.	Metropolitan Life Insurance Co.	Industrial	92,830,388	1.05
6.	Newark Partners LLC	Residential Development	87,091,369	0.98
7.	JMB Newpark Associates & GGP Newpark LLC	Shopping Center	84,013,131	0.95
8.	IPT East Bay DC LP	Industrial	83,935,310	0.95
9.	Leslie Salt Co.	Industrial	65,186,519	0.74
10.	Arroyo Cap III LLC	Residential Development	64,829,947	0.73
11.	Icon Owner Pool 3 West LLC	Industrial	59,182,244	0.67
12.	Sycamore Bay LLC	Apartments	59,163,636	0.67
13.	Newpark Mall LP	Shopping Center	53,499,267	0.60
14.	William Lyon Homes Inc.	Residential Development	48,563,957	0.55
15.	DCT Cherry Street CA LP	Industrial	43,800,941	0.49
16.	Teachers Insurance & Annuity Association	Industrial	43,105,849	0.49
17.	TH HW Newark LLC	Residential Development	42,822,706	0.48
18.	TRPF Bridgeway Technology Center LP	Industrial	40,290,000	0.46
19.	39888 Eureka LLC	Industrial	35,572,500	0.40
20.	Silicon Valley Gateway Technology Center	Industrial	35,214,500	0.40
			1,864,723,472	21.06%

Source: California Municipal Statistics, Inc.
(1) FY2018-19 Local Secured Assessed Valuation: $8,852,749,698.

Other Revenue Sources

In addition, the City receives the following General Fund revenues:

Licenses and Permits. The City charges certain permits, licenses and fees for the cost recovery of providing current planning, building inspection, recreation and other municipal services.

Fines, Forfeitures and Penalties. These revenues include parking citations and other fines for municipal code violations.

Charges for Services. The City charges fees for plan checking, building inspection and a variety of other municipal services.

The following table illustrates all non-tax General Fund revenue sources for the most recent three fiscal years, unaudited actuals for fiscal year 2018-19 and budgeted projections for fiscal year 2019-20:

CITY OF NEWARK
OTHER REVENUE SOURCES
Fiscal Years 2015-16 through 2018-19

	FY2015-16 Audited	FY2016-17 Audited	FY2017-18 Audited	FY2018-19 Unaudited	FY2019-20[1] Budget
Licenses, permits and fees	$ 4,173,068	$ 4,148,967	$ 3,638,498		
Fines and forfeitures	529,113	822,323	943,835		
Use of money and property	148,794	333,083	448,754		
Other governmental agencies	457,117	187,279	(15,073)		
Charges for services	5,070,616	4,785,250	4,545,369		
Other revenues	1,733,256	444,291	307,743		
TOTAL OTHER REVENUE SOURCES	12,111,964	10,721,193	9,869,126		

Sources: City of Newark fiscal years 2015-16 through 2017-18 Comprehensive Annual Financial Reports and City of Newark Finance Department.
(1) City of Newark 2018-19 Budget, adopted June _____, 2019.

OTHER FINANCIAL INFORMATION

Labor Relations

Currently _____ permanent City employees are covered by negotiated agreements as detailed in the table below. The City also employs _____ additional employees unrepresented by a collective bargaining unit for a total of _____ employees in total.

CITY OF NEWARK
NEGOTIATED EMPLOYEE AGREEMENTS

Bargaining Unit	Contract Expiration Date	Number of Employees
Total		

Source: City of Newark Finance Department

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disaster. The City has established various self- insurance programs and participated in pooled approach to manage excessive risks and provide liability coverage.

The City participates in Association of Bay Area Governments ("ABAG") Plan Corporation which is a nonprofit benefit corporation established to provide liability insurance coverage, claims and risk management, and legal defense to its participating members. ABAG Plan provides $25,000,000 of general liability coverage per occurrence and is responsible for paying claims in excess of the City's $100,000 deductible. For the year ended June 30, 2018, the City paid ABAG Plan $442,711 in premiums. ABAG Plan has not determined the value of the City's interest in its net position. Financial statements may be obtained from ABAG Services, P.O. Box 2050, Oakland, CA 94604-2050.

The City participates in the Local Agency Workers Compensation Excess Joint Powers Authority ("LAWCX"), which covers workers compensation claims in excess of $350,000 per claim, up to statutory limits. LAWCX is governed by a board of directors comprised of representatives from member municipalities. The board controls the operations of each risk pool, including selection of management and approval of operating budgets, independent of any influence by member municipalities beyond their representation on the board.

The City's contributions to each risk pool equal the ratio of the City's payroll to the total payrolls of all entities participating in the same layer of each program, in each program year. Actual surpluses or losses are shared according to a formula developed from overall loss costs and spread to member entities on a percentage basis after a retrospective rating. In each of the past three years, the amount of settlements did not exceed insurance coverage.

See APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY OF NEWARK FOR THE FISCAL YEAR ENDED JUNE 30, 2018, Note 9.

Employee Retirement Plans

Plan Description. All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost Sharing Multiple-Employer Plan ("Plan") administered by the California Public Employees' Retirement System ("CalPERS"). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors seven rate plans (three miscellaneous and four safety). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. A classic safety and miscellaneous CalPERS member becomes eligible for Service Retirement upon attainment of age 50 and 55, respectively, with at least 5 years of credited service. Public Employee Pension Reform Act (PEPRA) safety and miscellaneous members become eligible for service retirement upon attainment of age 57 and 62, respectively, with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation. The final compensation is the monthly average of the member's highest 12 full-time equivalent monthly pay. Retirement benefits for classic safety miscellaneous employees are calculated as 3% and 2.7%, respectively, of the average final 12

months compensation. Retirement benefits for PEPRA safety and miscellaneous employees are calculated as 2.7% and 2%, respectively, of the average final 36 months compensation.

Participant is eligible for non-industrial disability retirement if becomes disabled and has at least 5 years of credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8% of final compensation, multiplied by service. Industrial disability benefits are not offered to miscellaneous employees.

An employee's beneficiary may receive the basic death benefit if the employee dies while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.5% per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death.

Upon the death of a retiree, a one-time lump sum payment of $500 will be made to the retiree's designated survivor(s), or to the retiree's estate.

Benefit terms provide for annual cost-of-living adjustments to each employee's retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by 2%.

Employees Covered. At June 30, 2019 (valuation date), the following employees were covered by the benefit terms for each Plan.

CITY OF NEWARK
COVERED EMPLOYEES

	Misc Tier 1 Plan	Misc Tier 2 Plan	Misc PEPRA	Fire Tier 1 Plan	Police Tier 1 Plan	Police PEPRA
Inactive employee or beneficiaries currently receiving benefits						
Inactive employees entitled to but not yet receiving benefits						
Active employees						
Total						

Source: City of Newark Finance Department.

Contributions. Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS' annual actuarial valuation process. For public agency cost-sharing plans covered by either the Miscellaneous or Safety risk pools, the Plan's actuarially determined rate is based on the estimated amount necessary to pay the Plan's allocated share of the risk pool's costs of benefits earned by employees during the year, and any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the measurement period ended June 30, 2019 (the measurement date), the active contribution rate was _____% of annual payroll for the Safety Tier 1 Plan, _____% for the

Miscellaneous Tier 1 Plan, _____% for the Miscellaneous Tier 2 Plan, _____% for the Safety PEPRA Plan, and _____% the for Miscellaneous PEPRA Plan. The average employer's contribution rate was _____% of annual payroll for the Miscellaneous Tier 1 Plan, _____% of annual payroll for the Miscellaneous Tier 2 Plan, _____% for the Safety Tier 1 Plan, _____% for the Safety PEPRA Plan, and _____% for the Miscellaneous PEPRA Plan.

Net Pension Liability. The City's net pension liability for both Plans is measured as the total pension liability, less the plan's fiduciary net position. Net pension liability is measured as of June 30, 2019 (measurement date), using the Actuarial Valuation Report as of June 30, 2018 rolled forward to June 30, 2019 using standard update procedures. At June 30, 2019, the City reported a net pension liability of $_____ for the Plan.

For the year ended June 30, 2019, the City recognized pension expense of $_____. The City's contributions to the Plan recognized as a part of pension expense for the year ended June 30, 2019 were $_____.

Deferred Outflows/Inflows of Resources Related to Pensions. At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

CITY OF NEWARK
CALPERS DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions subsequent to measurement date		
Changes in assumptions		
Δ between actual and expected experiences		
Net Δ between projected/actual earnings on plan investments		
Change in employer's portion		
Δ between actual contribution and proportionate share of contributions		
Total		

Source: City of Newark Finance Department.

For more information, including actuarial assumptions, a discussion of the discount rate used, and schedules of funding progress for the City's various pension plans, see APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY OF NEWARK FOR THE FISCAL YEAR ENDED JUNE 30, 2018—Notes to Basic Financial Statements—NOTE 7.

Recent Actions Taken by CalPERS. At its April 17, 2013, meeting, CalPERS' Board of Administration (the "Board of Administration") approved a recommendation to change the CalPERS amortization and smoothing policies. Prior to this change, CalPERS employed an amortization and smoothing policy that spread investment returns over a 15-year period with experience gains and losses paid for over a rolling 30-year period. As a result, CalPERS now employs an amortization and smoothing policy that will pay for all gains and losses over a 20-year period with a five-year ramp-up, and five-year ramp-down, period. The new amortization and smoothing policy was used for the first time in the June 30, 2013 actuarial valuations in setting employer contribution rates for fiscal year 2015-16.

On February 18, 2014, the Board of Administration approved new demographic actuarial assumptions based on a 2013 study of recent experience. The largest impact, applying to all benefit groups, is a new 20-year mortality projection reflecting longer life expectancies and that longevity will continue to increase. Because retirement benefits will be paid out for more years, the cost of those benefits will increase as a result. The Board of Administration also assumed earlier retirements for Police 3%@50, Fire 3%@55, and Miscellaneous 2.7%@55 and 3%@60, which will increase costs for those groups. As a result of these changes, rates increased beginning in fiscal year 2016-17 (based on the June 30, 2014 valuation) with full impact in fiscal year 2020-21.

On November 18, 2015, the Board of Administration adopted a funding risk mitigation policy intended to incrementally lower its discount rate – its assumed rate of investment return – in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. The policy establishes a mechanism to reduce the discount rate by a minimum of 0.05 percentage points to a maximum of 0.25 percentage points in years when investment returns outperform the existing discount rate, currently 7.5%, by at least four percentage points. CalPERS staff modeling anticipates the policy will result in a lowering of the discount rate to 6.5% in about 21 years, improve funding levels gradually over time and cut risk in the pension system by lowering the volatility of investment returns. More information about the funding risk mitigation policy can be accessed through CalPERS' web site at the following website address: https://www.calpers.ca.gov/page/newsroom/calpers-news/2015/adopts-funding-risk-mitigation-policy. *The reference to this Internet website is provided for reference and convenience only. The information contained within the website may not be current, has not been reviewed by the City or the Underwriter and is not incorporated in this Official Statement by reference.*

On December 21, 2016, the Board of Administration voted to lower its discount rate from the current 7.5% to 7.0% over the next three years according to the following schedule.

Fiscal Year	Discount Rate
2017-18	7.375%
2018-19	7.250
2019-20	7.000

For public agencies like the City, the new discount rate takes effect on July 1, 2018. Lowering the discount rate means employers that contract with CalPERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Public Employees' Pension Reform Act will also see their contribution rates rise. The three-year reduction of the discount rate will result in average employer rate increases of about 1 percent to 3 percent of normal cost as a percent of payroll for most miscellaneous retirement plans, and a 2 percent to 5 percent increase for most safety plans. Additionally, many CalPERS employers will see a 30 to 40 percent increase in their current unfunded accrued liability payments. These payments are made to amortize unfunded liabilities over 20 years to bring the pension fund to a fully funded status over the long-term.

PERS Amortization Period Reform. On February 13, 2018 the CalPERS Board voted to shorten the period over which actuarial gains and losses are amortized from 30 years to 20 years for new pension liabilities. The new 20-year amortization period begins with new gains or losses accrued starting with the June 30, 2019 actuarial valuations. The first payments on the new 20-year amortization schedule will take place in 2021.

A shorter amortization period will increase annual Unfunded Accrued Liability ("UAL") contributions for cities that participate in CalPERS so long as CalPERS remains underfunded. The shortened amortization period will also lead to reductions of periods of negative amortization of the UAL, interest cost savings, and faster recoveries of funded status after market downturns.

Cities that participate in CalPERS will also see additional volatility in their future UAL contributions due to market performance as gains or losses will be amortized faster under the new amortization period.

The City cannot currently estimate the impact the shorter amortization period will have on its required contributions for its Miscellaneous and Safety Plans.

Other Post-Employment Benefits

Plan Description. The City participates in the CalPERS healthcare programs Public Employees Medical and Hospital Care Act ("PEMHCA") providing retirees the statutory minimum contribution using the 5 percent "unequal method." The City currently pays for the cost of the retiree PEHMCA funded CERBT and is paying the annual required contribution of the employer.

Employees Covered. As of the June 30, 2018 actuarial valuation, the plan consists of _____ active employees, _____ inactive employees or beneficiaries currently receiving benefits and _____ inactive employees entitled to, but not yet receiving benefits.

Funding Policy. Future contribution requirements of plan members, if any, and the City will be established and amended as needed by the City Council. The required contribution will be based on projected pay-as-you-go financing requirements, with additional amounts to prefund benefits as determined annually by the Council.

Annual OPEB Cost and Net OPEB Obligation. The City's annual OPEB cost/(expense) is calculated based on the annual required contribution of the employer ("ARC"), the amount was determined using the Alternative Measurement Method permitted for employers with less than 100 employees in accordance with the parameters of GASB No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over an anticipated period of twelve years. The following table shows the amount contributed to the plan, and changes in the City's net OPEB obligation:

OPEB LIABLITY
Fiscal Year 2018-19

Service cost	$_____
Interest on net OPEB obligation	_____
Benefits payments	_____
Increase in net OPEB obligation	_____
Net OPEB obligation, beginning of the year	_____
Net OPEB obligation, end of the year	_____

Source: City of Newark Finance Department

See APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY OF NEWARK FOR THE FISCAL YEAR ENDED JUNE 30, 2018, Note 8.

Short-Term General Fund-Secured Obligations

The City has no outstanding short-term obligations secured by its general fund.

Long-Term General Fund-Supported Obligations

The City's only long-term general fund-supported obligations are the 2002 Certificate and the 2012 Lease Agreement, each to be refinancing from the proceeds of the Certificates.

On August 1, 2002, the City caused the execution and delivery of the 2002 Certificates to finance a portion of the costs of construction and equipping of a swim center at the George M. Silliman Community Activity Center in the City the costs of construction and equipping of a fire station in the Old Town portion of the City. Principal payments are due annually on June 1 and interest payments are due semi-annually on June 1 and December 1. The 2002 Certificates mature on June 1, 2032.

On April 5, 2012, the City entered into the 2012 Lease Agreement refund its Certificates of Participation (1998 Silliman Community Activity Center Project) delivered to finance a portion of the costs of the George M. Silliman Community Activity Center in the City and to refund a portion of the 2002 Certificates. Principal and interest payments are due semi-annually on June 1 and December 1. The 2012 Lease Agreement matures on June 1, 2028.

The following tables shows the City's debt service requirements with respect to the 2002 Certificates and the 2012 Lease Agreement.

Year Ending June 1	2002 Certificates	2012 Lease Agreement	Total
2020	$ 112,000.00	$ 754,194.09	$ 866,194.09
2021	112,000.00	752,718.86	864,718.86
2022	112,000.00	754,784.69	866,784.69
2023	112,000.00	750,221.77	862,221.77
2024	112,000.00	754,252.07	866,252.07
2025	112,000.00	751,571.87	863,571.87
2026	112,000.00	752,431.38	864,431.38
2027	112,000.00	750,681.56	862,681.56
2028	112,000.00	752,181.94	864,181.94
2029	632,000.00	—	632,000.00
2030	631,000.00	—	631,000.00
2031	633,750.00	—	633,750.00
2032	630,000.00	—	630,000.00
Total	$3,534,750.00	$6,773,038.23	$10,307,788.23

Other Obligations

The City has certain other outstanding obligations including utility revenue bonds and general obligation bonds which are not secured by the City's general fund.

See APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE YEAR ENDED JUNE 20, 2018—Notes to Basic Financial Statements—NOTE 7.

Overlapping Debt

Set forth below is a direct and overlapping debt report (the "Debt Report") prepared by California Municipal Statistics, Inc. and effective May 1, 2019. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the City in whole or in part. Such long-term obligations generally are not payable from revenues of the City (except as indicated) nor are they necessarily obligations secured by land within the City. In many cases, long-term obligations issued by a public agency are payable only from the General Fund or other revenues of such public agency.

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies which have outstanding debt as of the date of the Debt Report and whose territory overlaps the City; (2) the second column shows the respective percentage of the assessed valuation of the overlapping public agencies identified in column 1 which is represented by property located in the City; and (3) the third column is an apportionment of the dollar amount of each public agency's outstanding debt (which amount is not shown in the table) to property in the City, as determined by multiplying the total outstanding debt of each agency by the percentage of the City's assessed valuation represented in column 2.

DIRECT AND OVERLAPPING BONDED DEBT AS OF MAY 1, 2019

CITY OF NEWARK

2018-19 Assessed Valuation: $9,458,632,383

OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 5/1/19
Alameda County	3.264%	$ 7,833,600
Bay Area Rapid Transit District	1.259	10,193,619
East Bay Regional Park District	1.993	3,561,690
Ohlone Community College District	15.344	63,976,562
Newark Unified School District	100.000	89,085,752
Washington Township Healthcare District	13.056	43,253,222
City of Newark 1915 Act Bonds	100.000	4,452,355
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		222,356,800
DIRECT AND OVERLAPPING GENERAL FUND DEBT:		
Alameda County General Fund Obligations	3.264%	28,544,741
Alameda-Contra Costa Transit District Certificates of Participation	3.864	443,008
City of Newark General Fund Obligations	**100.000**	**8,276,636**[1]
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		37,264,385
COMBINED TOTAL DEBT		259,621,185[2]

Ratios to 2018-19 Assessed Valuation:

Total Overlapping Tax and Assessment Debt..... 2.35%
Combined Direct Debt ($8,276,636) 0.09%
Combined Total Debt 2.74%

Source: California Municipal Statistics, Inc.
(1) Excludes Certificates to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

THE CORPORATION

The Corporation is a nonprofit, public benefit corporation duly organized and existing under the laws of the State of California and is entitled to purchase personal and real property and to sell or lease such property, to contract for construction and improvements and to execute operating agreements regarding such property. The Corporation was formed for the purpose of providing financial assistance to public entities by acquiring, constructing, developing and refinancing certain facilities for the use and benefit of the public. The Corporation has no liability to the Owners of the Certificates.

RISK FACTORS

This section provides a general overview of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in evaluating an investment in the Certificates. This section is not meant to be a comprehensive or definitive discussion of the risks associated with an investment in the Certificates, and the order in which this information is presented does not necessarily reflect the relative importance of various risks. Potential investors in the Certificates are advised to consider the following factors, among others, and to review this entire Official Statement to obtain information essential to the making of an informed investment decision. Any one or more of the risk factors discussed below, among others, could lead to a decrease in the market value and/or in the marketability of the Certificates. There can be no assurance that other risk factors not discussed herein will not become material in the future.

Lease Payments Are Not Debt

The obligation of the City to make the Lease Payments under the Lease Agreement does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to make Lease Payments does not constitute a debt of the City, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Although the Lease Agreement does not create a pledge, lien or encumbrance upon the funds of the City, the City is obligated under the Lease Agreement to pay the Lease Payments from any source of legally available funds and the City has covenanted in the Lease Agreement that, for so long as the Property is available for its use, it will make the necessary annual appropriations within its budget for the Lease Payments. The City is currently liable and may become liable on other obligations payable from general revenues, some of which may have a priority over the Lease Payments, or which the City, in its discretion, may determine to pay prior to the Lease Payments.

The City has the capacity to enter into other obligations payable from the City's general fund, without the consent of or prior notice to the Owners of the Certificates. To the extent that additional obligations are incurred by the City, the funds available to make Lease Payments may be decreased. In the event the City's revenue sources are less than its total obligations, the City could choose to fund other municipal services before making Lease Payments. The same result could occur if, because of State constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues. The City's appropriations, however, have never exceeded the limitations on appropriations under Article XIIIB of the California Constitution. For information on the City's current limitations on appropriations, see "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS–Article XIIIB of the California Constitution."

Valid and Binding Covenant to Budget and Appropriate

Pursuant to the Lease Agreement, the City covenants to take such action as may be necessary to include Lease Payments due in its annual budgets and to make necessary appropriations for all such payments. Such covenants are deemed to be duties imposed by law, and it is the duty of the public officials of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform such covenants. A court, however, in its discretion may decline to enforce such covenants. Upon delivery of the Certificates, Special Counsel will render its opinion (substantially in the form of APPENDIX D–FORM OF SPECIAL COUNSEL

OPINION) to the effect that, subject to the limitations and qualifications described therein, the Lease Agreement constitutes a valid and binding obligation of the City.

Additional Obligations of the City

The Lease Agreement does not prohibit the City from incurring additional lease and other obligations payable from the City's General Fund. In that regard, the City may, from time to time, incur general fund obligations to finance public improvements (see "OTHER CITY FINANCIAL INFORMATION—Long-Term General Fund-Secured Obligations"), which may also include lease obligations payable from its general fund.

Abatement

In the event of loss or substantial interference in the use and possession by the City of all or any portion of the Property caused by material damage, title defect, destruction to or condemnation of the Property, Lease Payments will be subject to abatement. In the event that such component of the Property, if damaged or destroyed by an insured casualty, could not be replaced during the period of time that proceeds of the City's rental interruption insurance will be available in lieu of Lease Payments, or in the event that casualty insurance proceeds or condemnation proceeds are insufficient to provide for complete repair or replacement of such component of the Property or prepayment of the Certificates, there could be insufficient funds to make payments to Owners in full. Reduction in Lease Payments due to abatement as provided in the Lease Agreement does not constitute a default thereunder.

It is not possible to predict the circumstances under which such an abatement of rental may occur. In addition, there is no statute, case or other law specifying how such an abatement of rental should be measured. For example, it is not clear whether fair rental value is established as of commencement of the lease or at the time of the abatement. If the latter, it may be that the value of the Property is substantially higher or lower than its value at the time of the execution and delivery of the Certificates. Abatement, therefore, could have an uncertain and material adverse effect on the security for and payment of the Certificates.

No Acceleration Upon Default

In the event of a default, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease Agreement and the Trustee is not empowered to sell a fee simple interest in the Property and use the proceeds of such sale to prepay the Certificates or pay debt service thereon. Any suit for money damages would be subject to limitations on legal remedies against public agencies in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest as described below. See "—Limitations on Remedies."

Risk of Uninsured Loss

The City covenants under the Lease Agreement to maintain certain insurance policies on the Property. See "SOURCE OF PAYMENT FOR THE CERTIFICATES—Insurance." These insurance policies do not cover all types of risk, and the City need not obtain insurance except as available on the open market from reputable insurers. The City does not insure its facilities against the risk of earthquake. Additionally, the Property could be the subject of an eminent domain proceeding. Under these circumstances an abatement of Lease Payments could occur and could continue indefinitely. There can be

no assurance that the providers of the City's liability and rental interruption insurance will in all events be able or willing to make payments under the respective policies for such loss should a claim be made under such policies. Further, there can be no assurances that amounts received as proceeds from insurance or from condemnation of the Property will be sufficient to prepay the Certificates.

Under the Lease Agreement the City may obtain casualty insurance which provides for a deductible up to $250,000. Should the City be required to meet such deductible expenses, the availability of general fund revenues to make Lease Payments may be correspondingly affected.

Eminent Domain

If the Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the term of the Lease Agreement will cease as of the day possession is taken. If less than all of the Property is taken permanently, or if the Property or any part thereof is taken temporarily, under the power of eminent domain, (a) the Lease Agreement will continue in full force and effect and will not be terminated by virtue of such taking, and (b) there will be a partial abatement of Lease Payments as a result of the application of net proceeds of any eminent domain award to the prepayment of the Lease Payments, in an amount to be agreed upon by the City and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property. The City covenants in the Lease Agreement to contest any eminent domain award which is insufficient to either: (i) prepay the Lease Payments in whole, if all the Property is condemned; or (ii) prepay a pro rata share of Lease Payments, in the event that less than all of the Property is condemned.

Hazardous Substances

The existence or discovery of hazardous materials may limit the beneficial use of the Property. In general, the owners and lessees of the Property may be required by law to remedy conditions of such parcel relating to release or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also similarly stringent. Under many of these laws, the owner or lessee is obligated to remedy a hazardous substance condition of the property whether or not the owner or lessee had anything to do with creating or handling the hazardous substance.

Further it is possible that the beneficial use of the Property may be limited in the future resulting from the current existence on the Property of a substance currently classified as hazardous, but which has not been released or the release of which is not presently threatened or may arise in the future resulting from the current existence on the Property of a substance not presently classified as hazardous, but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method in which it is handled. All of these possibilities could significantly limit the beneficial use of the Property.

The City is unaware of the existence of hazardous substances on the Property site which would materially interfere with the beneficial use thereof.

Natural Calamities

General. From time to time, the City has been and could be subject to natural calamities, including, but not limited to, earthquake, flood or wildfire, that may adversely affect economic activity in the City, and which could have a negative impact on City finances. There can be no assurance that the occurrence of any natural calamity would not cause substantial interference to the Property, or that the City would have insurance or other resources available to make repairs to the Property in order to make the Lease Payments under the Lease. See "—Abatement" above.

Seismic. Like most regions in California, the City is in an area of significant seismic activity. There are numerous earthquake faults near the City, including particularly the San Andreas and Hayward faults. The San Andreas fault runs along the Marin and Sonoma Coast through the Santa Cruz Mountains. The Hayward fault covers the hills on the east side of the San Francisco Bay and into San Pablo Bay, which runs through the City. Both can cause damaging earthquakes. Numerous other faults are capable of producing damaging earthquakes similar in magnitude to the 1989 Loma Prieta earthquake. Soils in lowland areas away from major faults may also be unable to support buildings during major earthquakes. Landslides are likely on hillsides during major earthquakes. Coastal areas are also at risk of tsunamis, generated from earthquakes on local faults or across the Pacific.

If there were to be an occurrence of severe seismic activity in the City, there could be substantial damage to and interference with the City's right to use and occupy all or a portion of the Property, which could result in Lease Payments being subject to abatement. See "—Abatement" above. Damage resulting from such an event could have a material adverse effect on the City's financial condition as well, through unexpected recovery costs and reduced tax and other revenues.

See "SOURCE OF PAYMENT FOR THE CERTIFICATES—Insurance" above. Also see "THE LEASED PROPERTY" for information about the Property.

Flood. Like most of California, the City is subject to unpredictable seasonal rainfall, with periods of intense and sustained precipitation occurring every few years. The Property is not located in the 100-year floodplain.

Climate Change/Sea Level Rise. Although none of the property in the City directly abuts the San Francisco Bay, certain parcels may still be vulnerable to property damage or reductions in assessed value as a result of future sea level rise in the San Francisco Bay or other negative impacts resulting from climate change.

The predictions for sea level rise in the San Francisco Bay vary. A report released by the San Francisco Bay Conservation Development Commission ("BCDC") predicts sea levels in the Bay to rise 16 inches by 2050 and 55 inches by 2100. The State's Fourth Climate Change Assessment, released in 2017, estimates sea level rise for the year 2100 in the range of 14 inches to 94 inches (36 cm to 239 cm) with an additional very low probability, worst case estimate that exceeds 108 inches (274 cm). A draft paper from the California Climate Change Center posits that increases in sea level will be a significant consequence of climate change over the next century.

Local impacts of climate change are not definitive, but parcels in the City could experience changes to local and regional weather patterns, rising bay water levels, increased risk of flooding, changes in salinity and tidal patterns of San Francisco Bay, coastal erosion, water restrictions and vegetation changes.

Bankruptcy

The City is a unit of State government and therefore is not subject to the involuntary procedures of the United States Bankruptcy Code (the "Bankruptcy Code"). However, pursuant to Chapter 9 of the Bankruptcy Code, the City may seek voluntary protection from its creditors for purposes of adjusting its debts. A City bankruptcy petition could have a material adverse effect on the payment of the Certificates. The following paragraphs present a discussion of certain potential consequences surrounding a potential City bankruptcy. It is not intended to be an exhaustive discussion of all potential adverse consequences or potential outcomes.

In the event the City were to become a debtor under the Bankruptcy Code, the City would be entitled to all of the protective provisions of the Bankruptcy Code as applicable in a Chapter 9 proceeding. Among the adverse effects of such a bankruptcy might be: (i) the application of the automatic stay provisions of the Bankruptcy Code, which, until relief is granted, would prevent collection of payments from the City or the commencement of any judicial or other action for the purpose of recovering or collecting a claim against the City; (ii) the avoidance of preferential transfers occurring during the relevant period prior to the filing of a bankruptcy petition; (iii) the existence of unsecured or court-approved secured debt which may have a priority of payment superior to that of Owners of Certificates; and (iv) the possibility of the adoption of a plan for the adjustment of the City's debt (a "Plan") without the consent of the Trustee or all of the Owners of Certificates, which Plan may restructure, delay, compromise or reduce the amount of any claim of the Owners if the Bankruptcy Court finds that the Plan is fair and equitable.

In addition, the City could either reject the Lease or assume the Lease despite any provision of the Lease which makes the bankruptcy or insolvency of the City an event of default thereunder. In the event the City rejects the Lease, the Trustee, on behalf of the Owners of the Certificates, would have a pre-petition claim that may be limited under the Bankruptcy Code and treated in a manner under a Plan over the objections of the Trustee or Owners of the Certificates. Moreover, such rejection would terminate the Lease and the City's obligations to make payments thereunder.

Pension Benefit Liability

Many factors influence the amount of the City's pension benefit liabilities, including, without limitation, inflationary factors, changes in statutory provisions of PERS retirement system laws, changes in the level of benefits provided or in the contribution rates of the City, increases or decreases in the number of covered employees, changes in actuarial assumptions or methods (including but not limited to the assumed rate of return), and differences between actual and anticipated investment experience of PERS. Any of these factors could give rise to additional liability of the City to its pension plans as a result of which the City would be obligated to make additional payments to its pension plans in order to fully fund the City's obligations to its pension plans.

Early Redemption Risk

Early redemption of the Certificates may occur in whole or in part without premium, on any date if the Property or a portion thereof is lost, destroyed or damaged beyond repair or taken by eminent domain and from the proceeds of title insurance, or on any Interest Payment Date, without a premium (see "THE CERTIFICATES—Prepayment"), if the City exercises its right to prepay Lease Payments in whole or in part pursuant to the provisions of the Lease Agreement and the Trust Agreement. If Certificates are

purchased at a premium, the Owners may receive less than their purchase price in the event of a prepayment.

Limitations on Remedies

The enforcement of any remedies provided in the Lease Agreement and the Trust Agreement could prove both expensive and time consuming. Although the Lease Agreement provides that if the City defaults the Trustee may enter the Property and re-let the Property, portions of the Property may not be easily recoverable, and even if recovered, could be of little value to others because of the Property's specialized nature. Additionally, the Trustee may have limited ability to re-let the Property to provide a source of rental payments sufficient to pay the principal of and interest with respect to the Certificates so as to preserve the tax-exempt nature of interest with respect to the Certificates. Furthermore, due to the governmental nature of the Property, it is not certain whether a court would permit the exercise of the remedy of re-letting with respect thereto.

Alternatively, the Trustee may terminate the Lease Agreement and proceed against the City to recover damages pursuant to the Lease Agreement. Any suit for money damages would be subject to limitations on legal remedies against public agencies in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest.

The rights of the Owners of the Certificates are subject to certain limitations on legal remedies against cities, redevelopment agencies and other governmental entities in the State, including but not limited to a limitation on enforcement against funds that are otherwise needed to serve the public welfare and interest. Additionally, the rights of the Owners of the Certificates may be subject to (i) bankruptcy, insolvency, reorganization, moratorium, or similar laws limiting or otherwise affecting the enforcement of creditors' rights generally (as such laws are now or hereafter may be in effect), (ii) equity principles (including but not limited to concepts of materiality, reasonableness, good faith and fair dealing) and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or law, (iii) the exercise by the United States of America of the powers delegated to it by the Constitution, and (iv) the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), which governs bankruptcy proceedings for public agencies, there are no involuntary petitions in bankruptcy. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the Owners, the Trustee and the Corporation could be prohibited or severely restricted from taking any steps to enforce their rights under the Lease Agreement and from taking any steps to collect amounts due from the City under the Lease Agreement.

Special Counsel has limited its opinion as to the enforceability of the Lease Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditor's rights, by equitable principles and by the exercise of judicial discretion. Additionally, the Certificates are not subject to acceleration in the event of the breach of any covenant or duty under the Lease Agreement. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners.

Dependence on State for Certain Revenues

A number of the City's revenues are collected and dispersed by the State (such as sales tax and motor-vehicle license fees) or allocated in accordance with State law (most importantly, property taxes). Therefore, State budget decisions can have an impact on City finances. In the event of a material economic downturn in the State, there can be no assurance that any resulting revenue shortfalls to the State will not reduce revenues to local governments (including the City) or shift financial responsibility for programs to local governments as part of the State's efforts to address any such related State financial difficulties. See "STATE BUDGET INFORMATION."

Secondary Market Risk

There can be no assurance that there will be a secondary market for purchase or sale of the Certificates, and from time to time there may be no market for them, depending upon prevailing market conditions, the financial condition or market position of firms who may make the secondary market and the financial condition of the City.

Changes in Law

There can be no assurance that the electorate of the State will not at some future time adopt additional initiatives or that the Legislature will not enact legislation that will amend the laws or the Constitution of the State resulting in a reduction of the general fund revenues of the City and consequently, having an adverse effect on the security for the Certificates.

STATE BUDGET INFORMATION

Information regarding the State Budget is regularly available at various State-maintained websites. The fiscal year 2018-19 State Budget and the 2019-20 Proposed State Budget further described below may each be found at the website of the Department of Finance, www.dof.ca.gov, under the heading "California Budget." Additionally, an impartial analysis of the State's Budgets is posted by the Office of the Legislative Analyst at www.lao.ca.gov. The information referred to is prepared by the respective State agency maintaining each website and not by the City, and neither the City nor the Undereriter takes responsibility for the continued accuracy of the internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

2018-19 State Budget

On June 27, 2018, Governor Jerry Brown signed into law the State budget for fiscal year 2018-19 (the "2018-19 Budget"). The state's budget has achieved structural balance for the last several fiscal years, and the 2018-19 Budget predicts a budget surplus.

Although the 2018-19 Budget reflects a balanced budget, the Department of Finance's summary of the 2018-19 Budget cautions that, since 2000, the State's short periods of balanced budgets have been followed by massive budget shortfalls. To protect against potential future economic recessions, the 2018-19 Budget fully funds the Budget Stabilization Account, also called the state's "rainy day fund," with a total deposit of over $4.4 billion and adds two additional reserves to State law: the Budget Deficit Savings Account, intended to facilitate supplemental payments to continue to fully fund the rainy day fund; and the

Safety Net Reserve Fund, intended to protect against potential future cuts to certain health and welfare programs.

For Fiscal Year 2017-18, the 2018-19 Budget projects total General Fund revenues and transfers of $129.8 billion and total expenditures of $127.0 billion. The State is projected to end the 2017-18 fiscal year with total available General Fund reserves of $16.7 billion, including $7.3 billion in the traditional General Fund reserve and $9.4 billion in the rainy-day fund. For Fiscal Year 2018-19, the 2018-19 Budget projects total General Fund revenues of $133.3 billion and authorizes expenditures of $138.7 billion. The State is projected to end the 2018-19 fiscal year with total available General Fund reserves of $15.9 billion, including $2.0 billion in the traditional General Fund reserve, $13.8 billion in the rainy-day fund and $200 million in the Safety Net Reserve Fund. The projected ending balance in the rainy-day fund at the end of the 2018-19 fiscal year is expected to equal the BSA's current constitutional maximum of 10 percent of the estimated General Fund revenues for Fiscal Year 2018-19.

2019-20 Proposed State Budget

On January 10, 2019, Governor Gavin Newsom proposed the State budget for Fiscal Year 2019-20 (the "2019-20 Proposed State Budget"). The 2019-20 Proposed State Budget assumes moderate growth in revenues of approximately $5.24 billion. The projected General Fund revenues and transfers available in Fiscal Year 2019-20 totaled approximately $147.9 billion and total expenditures in such fiscal year totaled approximately $144.2 billion. As a part of the expenditures for Fiscal Year 2019-20, the 2019-20 Proposed State Budget allocates approximately $20.6 billion in discretionary spending, with approximately $9.7 billion to pay down State liabilities, $5.1 billion to one-time or temporary program spending and $3 billion to discretionary reserves. The 2019-20 Proposed State Budget also estimates $18.5 billion in reserves by the end of Fiscal Year 2019-20 which includes a balance of $15.3 billion for the State's budget stabilization account, $2.3 billion for the State's Constitutional rainy day fund and $900 million for the State's safety net reserve which may be utilized for CalWORKS and Medi-Cal in the event of a recession.

May Revision. On May 9, 2019, the Governor released his May Revision (the "May Revision") to the 2019-20 Proposed Budget. The following information is drawn from the summaries of the provisions of the May Revision.

The May Revision projects that state revenues will outpace expectations by $3.2 billion relative to the 2019-20 Proposed State Budget proposed in January, however most of the increased revenues are constitutionally obligated to reserves, debt repayment, and schools. The May Revision overall budget surplus remains relatively unchanged.

The May Revision recognizes slower growth in the state's economy but does not predict a recession. Given the slowing economic forecast and the intensified risks, the May Revision proposes to sunset certain program expansions at the end of December 31, 2021. This includes programs in which the growth of expenditures continues to outpace long-term revenue growth.

The May Revision allocates $15 billion to building budgetary resiliency and paying down the state's unfunded liabilities—$1.4 billion higher than in the 2019-20 Proposed State Budget. This includes $4.5 billion to eliminate debts and reverse deferrals, $5.7 billion to build reserves, and $4.8 billion to pay down unfunded retirement liabilities.

The City does not provide assurances regarding the 2019-20 Proposed State Budget or the May Revision nor can it predict the impact that the 2019-20 Proposed State Budget, the May Revision, or subsequent budgets, will have on its finances and operations.

Information about the State budget and State spending is available at various State maintained websites. Text of the 2018-19 Budget, the 2019-20 Proposed State Budget, the May Revision, Budget Summaries and other documents related to the State budget may be found at the website of the State Department of Finance, www.dof.ca.gov. A nonpartisan analysis of the budget is posted by the Legislative Analyst's Office at www.lao.ca.gov. In addition, various State official statements, many of which contain a summary of the current and past State budgets may be found at the website of the State Treasurer, www.treasurer.ca.gov.

Future State Budgets

The City receives a portion of its funding from the State. Changes in the revenues received by the State can affect the amount of funding, if any, to be received from the State by the City and other cities in the State.

The City cannot predict the extent of the budgetary problems the State will encounter in this fiscal year or in any future fiscal years, and, it is not clear what measures would be taken by the State to balance its budget, as required by law. In addition, the City cannot predict the final outcome of current and future State budget negotiations, the impact that such budgets will have on its finances and operations or what actions will be taken in the future by the State Legislature and Governor to deal with changing State revenues and expenditures. Current and future State budgets will be affected by national and State economic conditions and other factors, including the current economic downturn, over which the City has no control. See also "RISK FACTORS—Dependence on State for Certain Revenues."

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

The constitutional and statutory provisions discussed in this section have the potential to affect the ability of the City to levy taxes and spend tax proceeds for operating and other purposes.

Article XIIIA of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("Proposition 13"), which added Article XIIIA to the State Constitution ("Article XIIIA"). Article XIIIA limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) (as a result of an amendment to Article XIIIA approved by State voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness, and (iii) (as a result of an amendment to Article XIIIA approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. Article XIIIA defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill

under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment". This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIIIA. Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Fresno County Superior Court, in *County of Fresno v. Fresno County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the Fresno County assessor violated the 2% inflation adjustment provision of Article XIIIA, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The State Board of Equalization has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004 a petition for review was filed with the California Supreme Court which petition was denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIIIB of the California Constitution

In addition to the limits Article XIIIA imposes on property taxes that may be collected by local governments, certain other revenues of the State and most local governments are subject to an annual "appropriations limit" imposed by Article XIIIB which effectively limits the amount of such revenues those entities are permitted to spend. Article XIIIB, approved by the voters in June 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to "proceeds of taxes," which consist of tax revenues, State subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed "the cost reasonably borne by such entity in providing the regulation, product or service." "Proceeds of taxes" excludes tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not "proceeds of taxes," such as reasonable user charges or fees, and certain other non-tax funds. Article XIIIB also does not limit appropriation of local revenues to pay debt service on bonds existing or authorized by January 1, 1979, or subsequently authorized by the voters,

appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. The appropriations limit may also be exceeded in case of emergency; however, the appropriations limit for the next three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity has its own appropriations limit. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services. Proposition 111 requires that each agency's actual appropriations be tested against its limit every two years.

If the aggregate "proceeds of taxes" for the preceding two-year period exceeds the aggregate limit, the excess must be returned to the agency's taxpayers through tax rate or fee reductions over the following two years.

The City has never exceeded its appropriations limit.

Articles XIIIC and XIIID of the California Constitution

General. On November 5, 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 adds Articles XIIIC and XIIID to the California Constitution and contains a number of interrelated provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges.

Taxes. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City ("general taxes") require a majority vote; taxes for specific purposes ("special taxes"), even if deposited in the City's General Fund, require a two-thirds vote.

Property-Related Fees and Charges. Article XIIID also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs.

Reduction or Repeal of Taxes, Assessments, Fees and Charges. Article XIIIC also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City's General Fund. If such repeal or reduction occurs, the City's ability to pay debt service on the Certificates could be adversely affected.

Burden of Proof. Article XIIIC provides that local government "bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity." Similarly, Article XIIID provides that in "any legal

action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance" with Article XIIID.

Judicial Interpretation of Proposition 218. The interpretation and application of Articles XIIIC and XIIID will ultimately be determined by the courts, and it is not possible at this time to predict with certainty the outcome of such determination.

Impact on City's General Fund. The City does not believe that any material source of General Fund revenue is subject to challenge under Proposition 218 or Proposition 26.

The approval requirements of Articles XIIIC and XIIID reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase the taxes, fees, charges or taxes in the future that it may need to meet increased expenditure needs.

Proposition 1A; Proposition 22

Proposition 1A. Proposition 1A, proposed by the Legislature in connection with the State's Fiscal Year 2004-05 Budget, approved by the voters in November 2004 and generally effective in Fiscal Year 2006-07, provided that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibited the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any Fiscal Year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county had to be approved by two-thirds of both houses of the Legislature.

Proposition 22. Proposition 22, entitled "The Local Taxpayer, Public Safety and Transportation Protection Act," was approved by the voters of the State in November 2010. Proposition 22 eliminates or reduces the State's authority to (i) temporarily shift property taxes from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues.

Proposition 26

Proposition 26 ("Proposition 26"), which was approved by California voters on November 2, 2010, revises the California Constitution to expand the definition of "taxes." Proposition 26 re-categorizes many State and local fees as taxes and specifies a requirement of two-thirds voter approval for taxes levied by local governments.

Proposition 26 requires the State obtain the approval of two-thirds of both houses of the State Legislature for any proposed change in State statutes, which would result in any taxpayer paying a higher tax. Proposition 26 eliminates the previous practice whereby a tax increase coupled with a tax reduction that resulted in an overall neutral fiscal effect was subject only to a majority vote in the State Legislature. Furthermore, pursuant to Proposition 26, any increase in a fee above the amount needed to provide the specific service or benefit is deemed to be a tax and the approval thereof will require such two-thirds vote

of approval to be effective. In addition, for State imposed fees and charges, any fee or charge adopted after January 1, 2010 with a majority vote of approval of the State Legislature which would have required a two-thirds vote of approval of the State Legislature if Proposition 26 were effective at the time of such adoption is repealed as of November 2011 absent the re-adoption by the requisite two-thirds vote.

Proposition 26 amends Article XIII C of the State Constitution to state that a "tax" means a levy, charge or exaction of any kind imposed by a local government, except (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property or the purchase rental or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government as a result of a violation of law; (6) a charge imposed as a condition of property development; or (7) assessments and property related fees imposed in accordance with the provisions of Proposition 218.

Proposition 26 applies to any levy, charge or exaction imposed, increased, or extended by local government on or after November 3, 2010, unless exempted, as stated above. Accordingly, fees adopted prior to that date are not subject to the measure until they are increased or extended or if it is determined that an exemption applies. As of the date hereof, none of the City's fees or charges has been challenged in a court of law in connection with the requirements of Proposition 26.

If the local government specifies how the funds from a proposed local tax are to be used, the approval will be subject to a two-thirds voter requirement. If the local government does not specify how the funds from a proposed local tax are to be used, the approval will be subject to a fifty percent voter requirement. Proposed local government fees that are not subject to Proposition 26 generally are subject to the approval of a majority of the governing body. In general, proposed property charges will be subject to a majority vote of approval by the governing body although certain proposed property charges will also require approval by a majority of the affected property owners.

Possible Future Initiatives

Articles XIIIA, XIIIB, XIIIC and XIIID and Propositions 62, 1A, 22 and 26 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting revenues of the City or the City's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the City.

ABSENCE OF LITIGATION

At the time of delivery of and payment for the Certificates, the City and the Corporation will certify that there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court or regulatory agency, public board, or body pending or threatened against the City or the Corporation affecting their existence or the titles of their respective officers or seeking to restrain or to enjoin the

issuance, sale, or delivery of the Certificates, or the application of the proceeds thereof in accordance with the Trust Agreement, or in any way contesting or affecting the validity or enforceability of the Certificates, any agreement entered into between the City and any purchaser of the Certificates, the Lease Agreement, the Trust Agreement, the Assignment Agreement, the Property Lease or any other applicable agreements or any action of the City or the Corporation contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or the Corporation or their authority with respect to the Certificates or any action of the City or the Corporation contemplated by any of said documents, nor, to the knowledge of the City or the Corporation, is there any basis therefor.

CONTINUING DISCLOSURE

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the City has agreed, for the benefit of holders of the Certificates, to provide certain financial information and operating data relating to the City and the balances of funds relating to the Certificates, by not later than March 31 of each year commencing with the report for the 2018-19 fiscal year (the "Annual Information"), and to provide notices of the occurrence of certain enumerated events. The Annual Information and notices of enumerated events will be filed by the City with the Municipal Securities Rulemaking Board (the "MSRB"), via its Electronic Municipal Market Access ("EMMA") system. The nature of the information to be provided in the Annual Information and the notices of material events is set forth in APPENDIX G—FORM OF CONTINUING DISCLOSURE CERTIFICATE.

During the past five years, the City has, in some instances, failed to comply in all material respects with its undertakings under the Rule with respect to the 2002 Certificates. Specific instances of non-compliance are as follows:

1. Following the resignation of the City's former dissemination agent, the Annual Report for the fiscal year ended June 30, 2016, was filed approximately 12 months late;

2. The Annual Reports for the fiscal years ended June 30, 2017 and 2018, were filed four (4) days and one (1) day late, respectively; and

3. The City failed to include sales tax rate detail in the Annual Reports for the fiscal years ended June 30, 2014 through 2018.

These deficiencies have been corrected. The City has otherwise filed all required Annual Reports and notices of the enumerated events for its currently outstanding debt obligations.

The City has engaged NHA Advisors, LLC, to act as dissemination agent and to serve in an oversight capacity to aid in compliance with all of the City's undertakings under Rule in the future.

MUNICIPAL ADVISOR

NHA Advisors, LLC, San Rafael, California (the "Municipal Advisor"), is an independent financial advisory firm registered as a "Municipal Advisor" with the Securities Exchange Commission and Municipal Securities Rulemaking Board. The Municipal Advisor does not underwrite, trade or distribute

municipal or other public securities. The Municipal Advisor has assisted the City in connection with the planning, structuring, sale and issuance of the Certificates. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of or to assume responsibilities for the accuracy, completeness or fairness of the information contained in this Official Statement not provided by the Municipal Advisor. The fees of the Municipal Advisor in respect to the Certificates are contingent upon their sale and delivery.

LEGAL MATTERS

All legal matters in connection with the execution and delivery of the Certificates are subject to the approval of Quint & Thimmig LLP, Larkspur, California, as Special Counsel. Special Counsel's opinion with respect to the Certificates will be substantially in the form set forth in APPENDIX D—FORM OF SPECIAL COUNSEL OPINION. Certain legal matters will also be passed on for the City by Quint & Thimmig LLP, Larkspur, California, as Disclosure Counsel, and by the City Attorney. The fees and expenses of Special Counsel and Disclosure Counsel are contingent upon the execution and delivery of the Certificates.

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the Certificates, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest with respect to the Certificates to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest with respect to the Certificates to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Certificates.

Subject to the City's compliance with the above referenced covenants, under present law, in the opinion of Quint & Thimmig LLP, Larkspur, California, Special Counsel, interest with respect to the Certificates is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals.

In rendering its opinion, Special Counsel will rely upon certifications of the City with respect to certain material facts within the City's knowledge. Special Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Certificates may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the Certificates should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for the Certificates is the price at which a substantial amount of the Certificates is first sold to the public. The Issue Price of the Certificates may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page hereof.

Owners of Certificates who dispose of Certificates prior to the stated maturity (whether by sale, redemption or otherwise), purchase Certificates in the initial public offering, but at a price different from the Issue Price or purchase Certificates subsequent to the initial public offering should consult their own tax advisors.

If a Certificate is purchased at any time for a price that is less than the Certificate's stated redemption price at maturity, the purchaser will be treated as having purchased a Certificate with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Certificate is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Certificate. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Certificates.

An investor may purchase a Certificate at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Certificate in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax exempt bond. The amortized bond premium is treated as a reduction in the tax exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Certificates. Investors who purchase a Certificate at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Certificate's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Certificates.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Certificates should consult their own tax advisors regarding any pending or proposed federal tax legislation. Special Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax exempt obligations to determine whether, in the view of the Service, interest on such tax exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Certificates. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Certificate owners may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Certificates until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the Certificates, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Certificate owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a

substantially identical form, or to any Certificate owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

In the further opinion of Special Counsel, interest with respect to the Certificates is exempt from California personal income taxes.

Ownership of the Certificates may result in other state and local tax consequences to certain taxpayers. Special Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Certificates. Prospective purchasers of the Certificates should consult their tax advisors regarding the applicability of any such state and local taxes.

The complete text of the final opinion that Special Counsel expects to deliver upon the delivery of the Certificates is set forth in APPENDIX D—FORM OF OPINION OF SPECIAL COUNSEL.

UNDERWRITING

Following a competitive sale, the Certificates were purchased by _____ (the "Underwriter"). The Underwriter has agreed to purchase the Certificates at a purchase price of $_____ (being equal to the aggregate principal amount of the Certificates ($_____.00), plus an original issue premium of $_____, less an Underwriter's discount of $_____). The Underwriter agrees to purchase all of the Certificates if any are purchased, the obligation to make such purchase being subject to the approval of certain legal matters by counsel and certain other conditions. The Underwriter may offer and sell the Certificates to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

RATING

S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P") has assigned the rating of "_____" to the Certificates. Such rating reflects only the view of S&P and any desired explanation of the significance of such rating should be obtained from S&P at the following address: 55 Water Street, New York, NY 10041, (212) 208-8000. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by S&P if, in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price for the Certificates.

FINANCIAL STATEMENTS

The City's Audited Financial Statements for fiscal year ended June 30, 2018, and the City's Auditor's Report regarding such financial statements, are set forth in APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE YEAR ENDED

JUNE 30, 2018. The City's Auditor was not requested to consent to the inclusion of its report in Appendix B and it has not undertaken to update financial statements included in Appendix B. No opinion is expressed by the City's Auditor with respect to any event subsequent to its report.

ADDITIONAL INFORMATION

All of the preceding summaries of the Certificates, the Trust Agreement, the Lease Agreement, the Assignment Agreement, the Property Lease, and other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers of the Certificates.

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statements of the contents thereof.

The City will furnish a certificate dated the date of delivery of the Certificates, from an appropriate officer of the City, to the effect that to the best of such officer's knowledge and belief, and after reasonable investigation, (i) neither the Official Statement or any amendment or supplement thereto contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; (ii) since the date of the Official Statement, no event has occurred which should have been set forth in an amendment or supplement to the Official Statement which has not been set forth in such an amendment or supplement, and the Certificates, the Trust Agreement, the Lease Agreement, the Assignment Agreement, the Property Lease, and other applicable agreements conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and has satisfied all the conditions on its part to be performed or satisfied under the Trust Agreement at and prior to the date of the issuance of the Certificates.

The execution and delivery of the Official Statement by the City have been duly authorized by the City Council on behalf of the City.

CITY OF NEWARK

By _____
City Manager

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APPENDIX A

GENERAL, ECONOMIC AND DEMOGRAPHIC INFORMATION RELATING TO THE CITY AND THE COUNTY

The City

The City of Newark (the "City") is located in Alameda County (the "County"), California. The City was incorporated as a general law city in 1955. The City is an enclave, surrounded on all sides by the city of Fremont. The City is located 35 miles south of the city of San Francisco and is located next to many high-tech hubs. The western edge of the City is near the southern end of the San Francisco Bay. State Route 84 runs through the City and continues as the Dumbarton Bridge to cross the San Francisco Bay to reach Menlo Park. Interstate 880 serves as the eastern boundary with Fremont.

The County

Located on the east side of the San Francisco Bay, the County encompasses 813 square miles and extends from Albany in the North to Fremont in the South and Livermore in the East. The population of the County exceeds 1.5 million making it the seventh most populous county in California according to U.S. Census Bureau data. Population growth in the County has been fairly consistent during the last forty years.

The County was established in 1853 and is governed by a five-member Board of Supervisors elected by popular vote. Other elected officials include the Auditor-Controller/Clerk-Recorder, Assessor, Treasurer-Tax Collector, District Attorney, and Sheriff/Coroner. The Board of Supervisors is responsible for providing policy direction, approving the County budget, and representing the County in a number of areas including special districts. The County Administrator reports to the Board and is responsible for delivering County services.

The County possesses a large and diverse economic base, consisting of research and high technology, professional services, manufacturing, farming, finance, transportation, wholesale and retail trade, higher education, medical and health services, and government services. The County also has a diversified industrial base that provides well-paying jobs to its residents.

In international trade, the County has a long history of strong cultural and business ties with Pacific Rim trading partners. Because of its central location and state-of-the-art port facilities, it is a major port for the Pacific Rim trade. The County's extensive network of air, sea, highway and rail facilities have made the County a major transportation hub for regional, national, and international trade.

Population

The table below summarizes population of the City of Newark, Alameda County and the State of California for the last five years.

CITY of NEWARK, ALAMEDA COUNTY and CALIFORNIA
Population

Year	City of Newark	Alameda County	State of California
2015	44,549	1,613,168	38,952,462
2016	44,882	1,631,088	39,214,803
2017	45,479	1,646,156	39,504,609
2018	47,178	1,656,884	39,740,508
2019	48,712	1,669,301	39,927,315

Source: California Department of Finance, E-4 Population Estimate for Cities, Counties, and the State, 2010-2019, with 2010 Census Benchmark.

Employment

The following table summarizes historical employment and unemployment for Alameda County, the State of California and the United States:

ALAMEDA COUNTY, CALIFORNIA, and UNITED STATES
Civilian Labor Force, Employment, and Unemployment
(Annual Averages)

Year	Area	Labor Force	Employment	Unemployment	Unemployment Rate [1]
2014	Alameda County	812,000	764,300	47,700	5.9
	California	18,981,800	17,798,600	1,183,200	6.2
	United States	155,922,000	146,305,000	9,617,000	6.2
2015	Alameda County	824,800	785,700	39,100	4.7
	California	19,102,700	18,065,000	1,037,700	5.4
	United States	157,130,000	148,834,000	8,296,000	5.3
2016	Alameda County	837,900	802,400	35,500	4.2
	California	19,102,700	18,065,000	1,037,700	5.4
	United States	159,187,000	151,436,000	7,751,000	4.9
2017	Alameda County	848,500	817,600	30,900	3.6
	California	19,312,000	18,393,100	918,900	4.8
	United States	160,320,000	153,337,000	6,982,000	4.4
2018[2]	Alameda County	848,200	822,800	25,400	3.0
	California	19,398,200	18,582,800	815,400	4.2
	United States	162,075,000	155,761,000	6,314,000	3.9

Source: California Employment Development Department, Monthly Labor Force Data for Counties, Annual Average 2010-2018, and US Department of Labor.

(1) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures available in this table.

(2) Latest available full-year data.

Major Employers

The following table lists the top 10 employers within Alameda County according to Alameda County's FY2017-18 CAFR.

ALAMEDA COUNTY
2018 Major Employers

Employer	Employees	% of Total County Employment
Kaiser Permanente	34,398	4.21%
Sutter Health	10,184	1.25
Tesla	10,000	1.22
County of Alameda	9,545	1.17
Safeway Inc.	9,373	1.15
John Muir Health	6,484	.79
Chevron Corp.	5,252	.64
PG&E Corporation	5,100	.62
Wells Fargo Bank	5,089	.62
UPS	4,500	.55
Total Top 10	99,925	12.21

Source: Alameda County 2017-18 CAFR.

Construction Activity

The following table reflects the five-year history of building permit valuation for the City of Newark and Alameda County:

CITY of NEWARK
Building Permits and Valuation
(Dollars in Thousands)

	2013	2014	2015	2016	2017[1]
Permit Valuation:					
New Single-family	$ -	$ 2,384	$ 21,912	$ 73,290	$ 75,211
New Multi-family	439	-	2,913	75,844	39,303
Res. Alterations/Additions	3,390	4,334	5,103	19,599	7,611
Total Residential	3,829	6,719	29,929	168,734	122,126
Total Nonresidential	22,216	24,383	35,806	51,053	54,137
Total All Building	26,046	31,103	65,736	219,787	176,263
New Dwelling Units:					
Single Family	-	8	56	256	234
Multiple Family	5	-	28	286	141
Total	5	8	84	542	375

ALAMEDA COUNTY
Building Permits and Valuation
(Dollars in Thousands)

	2013	2014	2015	2016	2017[1]
Permit Valuation:					
New Single-family	$ 451,279	$ 400,498	$ 576,948	$ 791,879	$ 763,677
New Multi-family	300,514	392,331	456,361	497,341	1,307,093
Res. Alterations/Additions	227,675	325,493	344,975	466,239	501,276
Total Residential	979,470	1,118,323	1,378,285	1,755,471	2,572,048
Total Nonresidential	1,650,777	1,026,771	1,146,437	1,332,034	1,587,834
Total All Building	2,630,247	2,145,094	2,524,722	3,087,506	4,159,882
New Dwelling Units:					
Single Family	1,339	1,076	1,671	2,348	2,175
Multiple Family	2,023	2,048	3,370	3,171	6,889
Total	3,362	3,124	5,041	5,519	9,064

Source: Construction Industry Research Board: "Building Permit Summary," California Cities and Counties Data for Calendar Years 2013-2017.
Note: Totals may not add due to independent rounding.
(1) Last available full year data.

Median Household Income

The following table summarizes the median household effective buying income for the City of Newark, Alameda County, the State of California and the nation for the five most recent years.

CITY of NEWARK, ALAMEDA COUNTY, CALIFORNIA and UNITED STATES
Effective Buying Income

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2014	City of Newark	$ 1,117,165	71,526
	Alameda County	47,744,408	60,575
	California	901,189,699	50,072
	United States	7,357,153,421	45,448
2015	City of Newark	1,214,733	73,560
	Alameda County	52,448,661	64,030
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Newark	1,286,793	76,872
	Alameda County	56,091,066	67,631
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2017	City of Newark	1,400,729	81,883
	Alameda County	61,987,949	73,633
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2018	City of Newark	1,553,373	87,798
	Alameda County	67,609,653	79,446
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841

Source: Nielsen, Inc.

APPENDIX B

COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE YEAR ENDED JUNE 30, 2018

The Auditor was not requested to consent to the inclusion of its report in this Appendix B and it has not undertaken to update financial statements included in this Appendix B. No opinion is expressed by the Auditor with respect to any event subsequent to its report.

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APPENDIX C

INVESTMENT POLICY OF THE CITY

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APPENDIX D

FORM OF SPECIAL COUNSEL OPINION

[Closing Date]

City Council of the
City of Newark
37101 Newark Boulevard
Newark, California 94560

OPINION: $_____* Certificates of Participation (2019 Financing Project) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the City of Newark, as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

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Members of the City Council:

We have acted as special counsel in connection with the delivery by the City of Newark (the "City"), of its $_____* Lease Agreement, dated as of September 1, 2019, by and between the Public Property Financing Corporation of California (the "Corporation") and the City (the "Lease Agreement"), pursuant to the California Government Code. The Corporation has, pursuant to the Assignment Agreement, dated as of September 1, 2019 (the "Assignment Agreement"), by and between the Corporation and MUFG Union Bank, N.A., as trustee (the "Trustee"), assigned certain of its rights under the Lease Agreement, including its right to receive a portion of the lease payments made by the City thereunder (the "Lease Payments"), to the Trustee. Pursuant to the Trust Agreement, dated as of September 1, 2019, by and among the Trustee, the Corporation and the City (the "Trust Agreement"), the Trustee has executed and delivered certificates of participation (the "Certificates") evidencing direct, undivided fractional interests of the owners thereof in the Lease Payments. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Lease Agreement and in the certified proceedings and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a municipal corporation and general law city organized and existing under the laws of the State of California with the power to enter into the Lease Agreement and the Trust Agreement and to perform the agreements on its part contained therein.

2. The Lease Agreement and the Trust Agreement have been duly authorized, executed and delivered by the City and are obligations of the City valid, binding and enforceable against the City in accordance with their respective terms.

3. The Assignment Agreement is valid, binding and enforceable in accordance with their terms.

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* Preliminary, subject to change.

4. Subject to the terms and provisions of the Lease Agreement, the Lease Payments to be made by the City are payable from general funds of the City lawfully available therefor. By virtue of the Assignment Agreement, the owners of the Certificates are entitled to receive their fractional share of the Lease Payments in accordance with the terms and provisions of the Trust Agreement.

5. Subject to the City's compliance with certain covenants, interest with respect to the Certificates is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended. Failure to comply with certain of such covenants could cause interest with respect to the Certificates to be includable in gross income for federal income tax purposes retroactively to the date of delivery of the Certificates.

6. The portion of the Lease Payments designated as and comprising interest and received by the owners of the Certificates is exempt from personal income taxation imposed by the State of California.

Ownership of the Certificates may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Certificates.

The rights of the owners of the Certificates and the enforceability of the Lease Agreement, the Assignment Agreement and the Trust Agreement may be subject to the Bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX E

SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS

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APPENDIX F

DTC'S BOOK-ENTRY ONLY SYSTEM

The information in this Appendix F, concerning The Depository Trust Company, New York, New York ("DTC"), and DTC's book-entry system, has been furnished by DTC for use in official statements and the City takes no responsibility for the completeness or accuracy thereof. The City cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest or principal with respect to the Certificates, (b) certificates representing ownership interest in or other confirmation of ownership interest in the Certificates, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Certificates, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix F. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC. Information Furnished by DTC Regarding its Book-Entry Only System

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Certificates (as used in this Appendix F, the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities, in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC is rated AA+ by S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. Information set forth in such website is not incorporated by reference herein.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants

acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit the notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the paying agent or bond trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the paying agent or bond trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the paying agent or bond trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or the paying agent or bond trustee. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

APPENDIX G

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") (the "Disclosure Certificate") is executed and delivered by the CITY OF NEWARK (the "City") in connection with the execution and delivery of $_____* City of Newark Certificates of Participation (2019 Financing Project) (the "Certificates"). The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of September 1, 2019, by and among MUFG Union Bank, N.A., as trustee (the "Trustee"), the City and the Public Property Financing Corporation of California (the "Trust Agreement"). Pursuant to Section 11.08 of the Trust Agreement, the City covenants and agree as follows:

Section 1. Definitions. In addition to the definitions set forth above and in the Indenture which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means the date that is nine months after the end of the City's fiscal year (currently March 31 based on the City's fiscal year end of June 30).

"*Dissemination Agent*" shall mean, initially, the City or any successor Dissemination Agent designed in writing by the City and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

"*Fiscal Year*" means any twelve–month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve–month period selected and designated by the City as its official fiscal year period under a Certificate of the City filed with the Trustee.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement executed by the City in connection with the issuance of the Bonds.

"*Participating Underwriter*" means _____, the original underwriter of the Bonds.

"*Rule*" means Rule 15c2–12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

"*Significant Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2– 12(b)(5).

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* Preliminary, subject to change.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2020, with the report for fiscal year 2018-19 provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Significant Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then–applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the annual filing deadline for Annual Reports provided for in Section 3 above, financial information and operating data with respect to the City for preceding fiscal year, substantially similar to that provided in the Official Statement, as follows:

[TO BE DETERMINED]

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's

Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Significant Events with respect to the Bonds:

(i) Principal and interest payment delinquencies;

(ii) Non–payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) Modifications to rights of security holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the securities, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a financial obligation of the City or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or other obligated person, any of which affect security holders, if material; or

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City or other obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Significant Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the

Significant Event. Notwithstanding the foregoing, notice of Significant Events described in subsection (a)(viii) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(ii), (a)(vii), (a)(viii) (if the event is a bond call), (a)(x), (a)(xiii), (a)(xiv) and (a) (xv) of this Section 5 contain the qualifier "if material." The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event's occurrence is material for purposes of U.S. federal securities law. The City intends that the words used in paragraphs (xv) and (xvi) and the definition of "financial obligation" to have the meanings ascribed thereto in SEC Release No. 34-83885 (August 20, 2018).

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Significant Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating

data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

The Dissemination Agent shall not be obligated to enter into any amendment increasing or affecting its duties or obligations hereunder.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Significant Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Significant Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Significant Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Significant Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) Article VIII of the Indenture is hereby made applicable to this Disclosure Certificate as if this Disclosure Certificate were (solely for this purpose) contained in the Indenture. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: [Closing Date]

CITY OF NEWARK, as Dissemination Agent

By _____
City Manager

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Newark, California

Name of Issue: Certificates of Participation (2019 Financing Project) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be made by the City of Newark, as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

Date of Issuance: [Closing Date]

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated [Closing Date], furnished by the City in connection with the Issue. The City anticipates that the Annual Report will be filed by _____.

Date: _____

CITY OF NEWARK, as Dissemination Agent

By _____
Authorized Officer

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EXHIBIT A

DEBT MANAGEMENT POLICY

This Debt Management Policy (the "Debt Policy") of the CITY OF NEWARK (the "City") was approved by the City Council of the City (the "Council") on July 25, 2019. The Debt Policy may be amended by Council as it deems appropriate from time to time in the prudent management of the debt of the City.

This Debt Policy will also apply to any debt issued by any public agency for which the Council acts as its legislative body.

The Debt Policy has been developed to provide guidance in the issuance and management of debt by the City or its related entities and is intended to comply with section 8855(i) of the California Government Code effective on January 1, 2017. The main objectives are to establish conditions for the use of debt; to ensure that debt capacity and affordability are adequately considered; to minimize the City's interest and issuance costs; to maintain the highest possible credit rating; to provide complete financial disclosure and reporting; and to maintain financial flexibility for the City.

Debt, properly issued and managed, is a critical element in any financial management program. It assists in the City's effort to allocate limited resources to provide the highest quality of service to the public. The City understands that poor debt management can have ripple effects that hurt other areas of the City. On the other hand, a properly managed debt program promotes economic growth and enhances the vitality of the City for its residents and businesses.

1. Findings

This Debt Policy shall govern all debt undertaken by the City. The City hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the City's sound financial position.
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the City's credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the City.
- Ensure that the City's debt is consistent with the City's planning goals and objectives and capital improvement program or budget, as applicable.

- Encourage those that benefit from a facility/improvement to pay the cost of that facility/improvement without the need for the expenditure of limited general fund resources.

2. Policies

A. Purposes For Which Debt May Be Issued

The City will consider the use of debt financing primarily for capital improvement projects (CIP) when the project's useful life will equal or exceed the term of the financing and when resources are identified sufficient to fund the debt service requirements. An exception to this CIP driven focus is the issuance of short-term instruments such as tax and revenue anticipation notes, which are to be used for prudent cash management purposes and conduit financing, as described below. Bonded debt should not be issued for projects with minimal public benefit or support, or to finance normal operating expenses.

If a department has any project which is expected to use debt financing, the department director is responsible for expeditiously providing the City Manager and the Finance Director with reasonable cost estimates, including specific revenue accounts that will provide payment for the debt service. This will allow an analysis of the project's potential impact on the City's debt capacity and limitations. The department director shall also provide an estimate of any incremental operating and/or additional maintenance costs associated with the project and identify sources of revenue, if any, to pay for such incremental costs.

(i) Long-Term Debt. Long-term debt may be issued to finance or refinance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and/or operated by the City.

(a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the City and its taxpayers and ratepayers.
- When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.

(b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.

(c) The City may use long-term debt financings subject to the following conditions:

- The project to be financed has been or will be approved by the Council.

- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%, unless specific conditions exist that would mitigate the extension of time to repay the debt and it would not cause the City to violate any covenants to maintain the tax-exempt status of such debt, if applicable.

- The City estimates that sufficient income or revenues will be available to service the debt through its maturity.

- The City determines that the issuance of the debt will comply with the applicable requirements of state and federal law.

- The City considers the improvement/facility to be of vital, time-sensitive need of the community and there are no plausible alternative financing sources

(d) Periodic reviews of outstanding long-term debt will be undertaken to identify refunding opportunities. Refunding will be considered (within federal tax law constraints, if applicable) if and when there is a net economic benefit of the refunding. Refundings which are non-economic may be undertaken to achieve City objectives relating to changes in covenants, call provisions, operational flexibility, tax status of the issuer, or the debt service profile.

In general, refundings which produce a net present value savings of at least three (3) percent of the refunded debt will be considered economically viable. Refundings which produce a net present value savings of less than three (3) percent or negative savings will be considered on a case-by-case basis, and are subject to Council approval.

(ii) Short-term debt. Short-term borrowing may be issued to generate funding for cash flow needs in the form of Tax and Revenue Anticipation Notes (TRAN).

Short-term borrowing, such as commercial paper, and lines of credit, will be considered as an interim source of funding in anticipation of long-term borrowing. Short-term debt may be issued for any purpose for which long-term debt may be issued, including capitalized interest and other financing-related costs. Prior to issuance of the short-term debt, a reliable revenue source shall be identified to secure repayment of the debt. The final maturity of the debt issued to finance the project shall be consistent with the economic or useful life of the project and, unless the Council determines that extraordinary circumstances exist, must not exceed seven (7) years.

Short-term debt may also be used to finance short-lived capital projects; for example, the City may undertake lease-purchase financing for equipment, and such equipment leases may be longer than seven (7) years.

(iii) Financings on Behalf of Other Entities. The City may also find it beneficial to issue

debt on behalf of other governmental agencies or private third parties in order to further the public purposes of City. In such cases, the City shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein. In no event will the City incur any liability or assume responsibility for payment of debt service on such debt.

B. Types of Debt

In order to maximize the financial options available to benefit the public, it is the policy of the City of Newark to allow for the consideration of issuing all generally accepted types of debt, including, but not exclusive to the following:

- General Obligation (GO) Bonds: General Obligation Bonds are suitable for use in the construction or acquisition of improvements to real property that benefit the public at large. Examples of projects include libraries, parks, and public safety facilities. All GO bonds shall be authorized by the requisite number of voters in order to pass.

- Revenue Bonds: Revenue Bonds are limited-liability obligations tied to a specific enterprise or special fund revenue stream where the projects financed clearly benefit or relate to the enterprise or are otherwise permissible uses of the special revenue. An example of projects that would be financed by a Revenue Bond would be improvements to a water system, which would be paid back with money raised from the rates and charges to water users. Generally, no voter approval is required to issue this type of obligation but in some cases, the City must comply with proposition 218 regarding rate adjustments.

- Lease-Backed Debt/Certificates of Participation (COP/Lease Revenue Bonds): Issuance of Lease-backed debt is a commonly used form of debt that allows a City to finance projects where the debt service is secured via a lease agreement and where the payments are budgeted in the annual budget appropriation by the City from the general fund. Lease-Backed debt does not constitute indebtedness under the state or the City's constitutional debt limit and does not require voter approval.

- Special Assessment/Special District Debt: The City will consider requests from developers for the use of debt financing secured by property based assessments or special taxes in order to provide for necessary infrastructure for new development only under strict guidelines adopted by the Council, which may include minimum value-to-lien ratios and maximum tax burdens. Examples of this type of debt are Assessment Districts (AD) and Community Facilities Districts (CFD) or more commonly known as Mello-Roos Districts. In order to protect bondholders as well as the City's credit rating, the City will also comply with all State guidelines regarding the issuance of special district or special assessment debt, as well as any policy required to be adopted under Government Code Section 53312.7.

The City may from time to time find that other forms of debt would be beneficial

to further its public purposes and may approve such debt without an amendment of this Debt Policy.

To maintain a predictable debt service burden, the City will give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is variable rate debt. The City may choose to issue securities that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of securities. When making the determination to issue bonds in a variable rate mode, consideration will be given in regards to the useful life of the project or facility being financed or the term of the project requiring the funding, market conditions, credit risk and third party risk analysis, and the overall debt portfolio structure when issuing variable rate debt for any purpose. The maximum amount of variable-rate debt should be limited to no more than 20 percent of the total debt portfolio.

The City will not employ derivatives, such as interest rate swaps, in its debt program. A derivative product is a financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk and thereby reducing borrowing costs. However, these products bear certain risks not associated with standard debt instruments.

C. Relationship of Debt to Capital Improvement Program and Budget

The City intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's capital budget and the capital improvement plan.

The City shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The City shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear, unless a specific revenue source has been identified for this purpose, such as Gas Tax funds.

The City shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the City's public purposes.

The City shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

D. Policy Goals Related to Planning Goals and Objectives

The City is committed to financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The City intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's annual operating budget.

It is a policy goal of the City to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The City will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

Except as described in Section 2.A., when refinancing debt, it shall be the policy goal of the City to realize, whenever possible, and subject to any overriding non-financial policy considerations minimum net present value debt service savings equal to or greater than 3% of the refunded principal amount.

E. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Debt Policy, the City shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The City will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- the City's investment policies as they relate to the investment of bond proceeds.

Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the City will submit written requisitions for such proceeds. The City will submit a requisition only after obtaining the signature of the City Manager or the Finance Director.

F. Method of Sale

For the sale of any City-issued debt, the City Manager or the Finance Director or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the City. Potential methods of sale include:

- A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
- Negotiated sale, subject to approval by the City to ensure that interest costs are in accordance with comparable market interest rates

- Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the City than either a negotiated or competitive sale

G. Waivers of Debt Policy

There may be circumstances from time to time when strict adherence to a provision of this Debt Policy is not possible or in the best interests of the City and the failure of a debt financing to comply with one or more provisions of this Debt Policy shall in no way affect the validity of any debt issued by the City in accordance with applicable laws.

EXHIBIT B

DISCLOSURE PROCEDURES FOR PUBLIC DEBT ISSUANCES AND RELATED DISCLOSURE OBLIGATIONS

These Disclosure Procedures for Public Debt Issuances and Related Disclosure Obligations (the "Procedures") of the CITY OF NEWARK (the "City") were approved by the City Council of the City (the "Council") on July 25, 2019. The Policies may be amended by Council as it deems appropriate from time to time in the prudent management of the debt of the City.

The Policies will also apply to any debt issued by any public agency for which the Council acts as its legislative body.

I. INTRODUCTION

A. Purpose

The procedures are intended to (1) ensure that the City's Initial Disclosure Documents and Continuing Disclosure Documents (as such terms are defined in Section II A.2 below) are accurate and comply with all applicable federal and state securities laws, and (2) promote best practices regarding the preparation of the City's Initial Disclosure Documents and Continuing Disclosure Documents.

II. KEY PARTICIPANTS

A. Disclosure Practices Working Group

1. *Composition*. A Disclosure Practices Working Group (the "Disclosure Working Group") will have general oversight over the entire initial and continuing disclosure process. Members of the Disclosure Working Group shall be appointed from time to time by the City Manager (in consultation with the Finance Director) and shall consist of persons relevant to the disclosure process. The initial Disclosure Working Group shall include the following persons:

(a) the Finance Director;

(b) the Disclosure Coordinator (as described below);

(c) the City Attorney; and

(d) and any other individuals appointed by the City Manager.

The Disclosure Working Group shall consult with finance team members for each applicable City debt obligation, or other interested parties as the Finance Director or any other

member of the Disclosure Working Group determines is advisable, related to disclosure issues and practices. Meetings of the Disclosure Working Group may be held telephonically.

The Disclosure Working Group is an internal working group of City staff and not a decision-making or advisory body subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.).

2. *Responsibilities*. The Disclosure Working Group is responsible for:

(a) reviewing all Initial Disclosure Documents, and making recommendations to the City Council or appropriate governing board for their approval of Initial Disclosure Documents;

(b) reviewing all continuing disclosure obligations as contained in Initial Disclosure Documents before such documents are released to the prospective investors, and making recommendations to the City Council or appropriate governing board for their approval of such continuing disclosure obligations;

(c) reviewing annually the City's status and compliance with continuing disclosure obligations, including filings of Continuing Disclosure Documents, compliance with these Procedures and the annual report prepared by the Disclosure Consultant as described in Section II (C) below;

(d) reviewing any items referred to the Disclosure Working Group; and

(e) evaluating the effectiveness of these Procedures and approving changes to these Procedures.

For purposes of these Procedures, "Initial Disclosure Documents" means disclosure documents describing City indebtedness for use in connection with the offering and sale of the indebtedness or interests therein, including Official Statements (as defined in the next sentence); and "Continuing Disclosure Documents" means (i) annual continuing disclosure reports filed with the MSRB, and (ii) event notices and any other filings with the MSRB. As used in these Procedures, the term "Official Statements" means preliminary and final official statements, private placement memoranda and remarketing memoranda relating to the City's debt obligations, together with any supplements, for debt obligations for which a continuing disclosure obligation is required.

B. Disclosure Coordinator

1. *Appointment*. The Finance Director, in consultation with the other members of the Disclosure Working Group, shall select and appoint a Disclosure Coordinator. The Finance Director may serve as the Disclosure Coordinator.

2. *Responsibilities*. The Disclosure Coordinator is responsible for:

(a) serving as a "point person" for personnel to communicate issues or information that should be or may need to be included in any Initial Disclosure Document or Continuing Disclosure Document;

(b) in preparing Initial Disclosure Documents and in anticipation of preparing Continuing Disclosure Documents, soliciting "material" information (as defined in Securities and Exchange Rule 10b-5) from City departments and other relevant City Staff;

(c) following up with others, including management of outside consultants assisting the City, in the preparation and dissemination of Initial Disclosure Documents and Continuing Disclosure Documents to make sure that assigned tasks have been completed on a timely basis and making sure that the Continuing Disclosure Documents are filed on a timely basis and are accurate;

(d) In cooperation with the attorney or attorneys, or financial advisor, preparing any Initial Disclosure Document, and with other City or public agency Staff members with knowledge of the subject matter of the respective debt obligation, (i) reviewing each Initial Disclosure Document with the Disclosure Working Group and (ii) presenting the Initial Disclosure Document to the City Council or other appropriate governing board for approval, before it is disseminated to the public or prospective purchasers of the related debt obligation, all in order to ensure that all disclosure contained therein and not otherwise attributable to sources other than the City is accurate and does not omit to state information required to be stated therein in order to make the statements therein not misleading in any material respect;

(e) preparing and filing the required Continuing Disclosure Documents, to the extent such filings are not prepared and filed by the Disclosure Consultant;

(f) monitoring compliance by the City with these Procedures, including timely dissemination of annual report and event filings as described in Sections III (B) and (C) below;

(g) recommending changes to these Procedures to the Disclosure Working Group as necessary or appropriate;

(h) together with the Finance Director (if other than the Disclosure Coordinator), coordinating the timely provision of information to the Disclosure Consultant as needed to fulfill its responsibilities to the City;

(i) maintaining records documenting the City's compliance with these Procedures;

(j) reviewing compliance with and providing appropriate certifications in connection with the various covenants in documents for debt obligations; and the Disclosure Coordinator shall review the documents for debt obligations to determine which covenants require an annual or regular certification and maintain a list of those with the Disclosure Coordinator (the Disclosure Coordinator may delegate such compliance requirements to the Disclosure Consultant); and

(k) ensuring that members of the Disclosure Working Group and the City Council or other applicable governing board approving Initial Disclosure Documents or Continuing Disclosure Documents receive periodic training regarding disclosure responsibilities and practices.

3. *Consultation*. The Disclosure Coordinator shall consult with the disclosure counsel for a respective debt obligation to the extent the Disclosure Coordinator considers appropriate to perform the Disclosure Consultant's responsibilities.

C. Disclosure Consultant

1. *Appointment*. The Finance Director shall designate or hire, as applicable, a Disclosure Consultant (who may be a City Staff member, an attorney retained as disclosure counsel, a financial advisor or other appropriate consultant) in consultation with the Disclosure Working Group. The Disclosure Consultant shall have significant expertise and experience related to on-going disclosure requirements for municipal securities.

2. *Responsibilities*. The Disclosure Consultant is responsible for:

(a) communicating to the Disclosure Working Group its information needs, reviewing Initial Disclosure Documents, Continuing Disclosure Documents and other relevant information, consulting with appropriate City staff or interested parties needed to confirm that the City is meeting its disclosure obligations; and

(b) from time to time, making recommendations to the Disclosure Working Group regarding ways the City may improve these Procedures and methods of meeting City continuing disclosure obligations.

D. Others With Responsibility for Initial Disclosure Documents.

1. *Responsibilities of City Attorney*. The City Attorney (or a designee) shall review Initial Disclosure Documents and shall draft for Initial Disclosure Documents descriptions of (a) any material current, pending or threatened litigation, (b) any material settlements or court orders and (c) any other legal issues that are material information for purposes of any respective Initial Disclosure Document.

2. *Responsibilities of Finance Director*. The Finance Director shall review each Initial Disclosure Document, identify any material difference in presentation of financial information from the City's most recent financial statements and ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the Finance Director (or the Finance Director's staff) or of relevance to the finances of the City. In addition, the Finance Director shall determine whether the City's then-available financial statements are appropriate to be included in the respective Initial Disclosure Document and whether to seek the consent of the City's auditor to including financing statements in the respective Initial Disclosure Document.

III. CONTINUING DISCLOSURE FILINGS

A. Overview of Continuing Disclosure Filings

Under the continuing disclosure undertakings it has entered into in connection with its debt offerings, the City is required to file annual reports with the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system in accordance with such undertakings in each year. Such annual reports are required to include certain updated financial and operating information (or may refer to a publicly-available document), which varies among the different obligations issued by the City, the City's audited financial statements and other information material to investors.

The City is also required under the continuing disclosure undertakings to file notices of certain events with EMMA.

B. Annual Reports

The Disclosure Coordinator shall ensure that the preparation of the City's annual reports commences as required to satisfy the filing requirements under each specific continuing disclosure obligation. Before any annual report is submitted to EMMA, the Disclosure Coordinator shall confer with the Disclosure Working Group as needed regarding the content and accuracy of any annual report. Prior to each filing, the Disclosure Coordinator will review each report with the Disclosure Consultant, and the Disclosure Consultant will confirm in writing (which may be by email) that such report appears to comply with the requirements of the applicable continuing disclosure undertaking.

C. Event Filings

Each member of the Disclosure Working Group shall notify the other members of the Disclosure Working Group if he or she becomes aware of any of the material events listed in any of the City's continuing disclosure undertakings. The Disclosure Working Group may meet to discuss the event and to determine, in consultation with the Disclosure Consultant, whether a filing is required or is otherwise desirable.

D. Uncertainty

The Finance Director may direct questions regarding the disclosure to the Disclosure Consultant, disclosure counsel, bond counsel or the City Attorney or such other counsel or consultant he/she deems appropriate.

IV. CONTINUING DISCLOSURE DOCUMENTS TO BE RETAINED

The Disclosure Coordinator shall be responsible for retaining records demonstrating compliance with the Continuing Disclosure Document requirements of these Procedures. The Disclosure Coordinator shall retain an electronic or paper file ("Disclosure File") for each continuing disclosure annual report that the City completes. Each Disclosure File shall include the final version of the applicable Initial Disclosure Document and all related Continuing Disclosure Documents; written confirmations, certifications, letters and legal opinions described herein; copies of these Disclosure Procedures and a list of individuals to whom they have been distributed and the dates of such distributions; and a written record of the dates of meetings of the Disclosure Working Group. The Disclosure File shall be maintained in a central depository for a period of five years from the later of the date of delivery of the securities referenced in the Continuing Disclosure Document, or the date the Continuing Disclosure Document is published, posted, or otherwise made publicly available, as applicable.

V. EDUCATION

The Finance Director shall ensure that the Disclosure Coordinator and the members of the Disclosure Working Group are properly trained to understand and perform their responsibilities. Such training may include training sessions conducted by consultants with expertise in municipal securities disclosure or by the Disclosure Consultant, attendance at conferences, or other appropriate methods identified by the Finance Director.

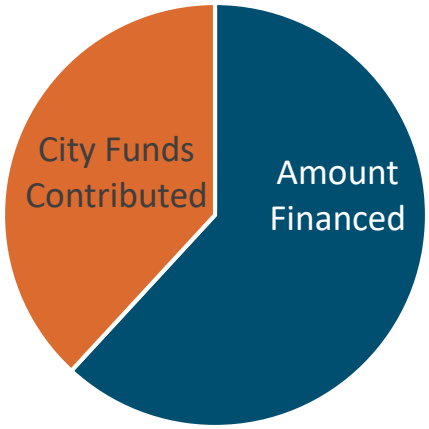
Newark Civic Center Financing and Refunding of City Obligations

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

July 25, 2019

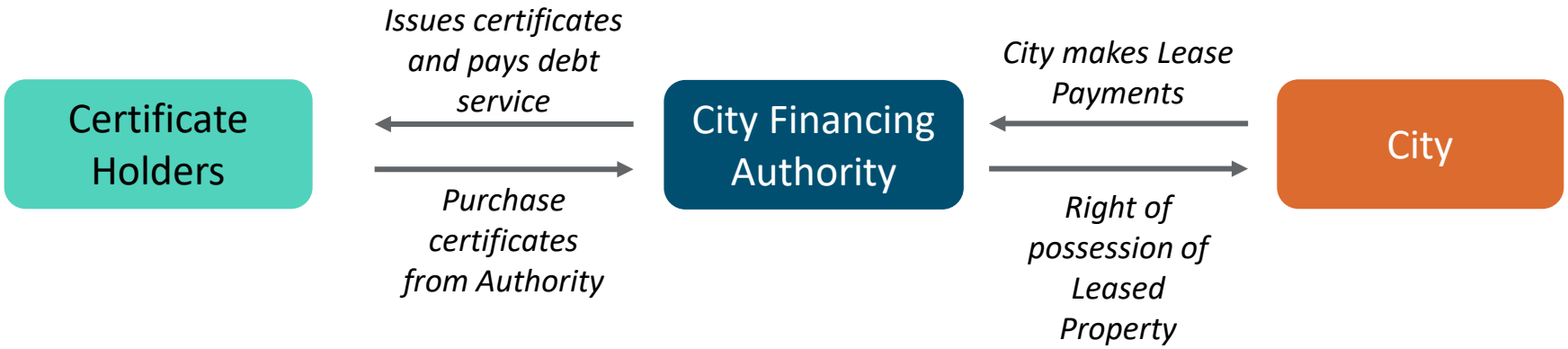
Civic Center Project Overview

- New Civic Center complex to include Police, Administration, Library and other community facilities ("Project")
- In November 2016, Newark voters approved 25-year 0.5% Transactions and Use Tax (Measure GG) to support the Civic Center Project
- Current Project cost estimate is $88.7M
  - Includes $800K in transaction costs and $10.5M in debt service reserves and 3-years of pre-funded interest payments
  - Financing plan includes approximately $61M from financing and approximately $39M of accrued Measure GG revenues and other City funds



Certificates of Participation Financing Structure

- City will make semi-annual payments to City Financing Authority
- City Financing Authority will pass-through payments to trustee who will distribute to investors
- City makes annual appropriation from General Fund budget
  - Includes Measure GG revenues
- Financing secured by lease agreement on City-owned properties
  - Property can not be sold as long as financing is outstanding



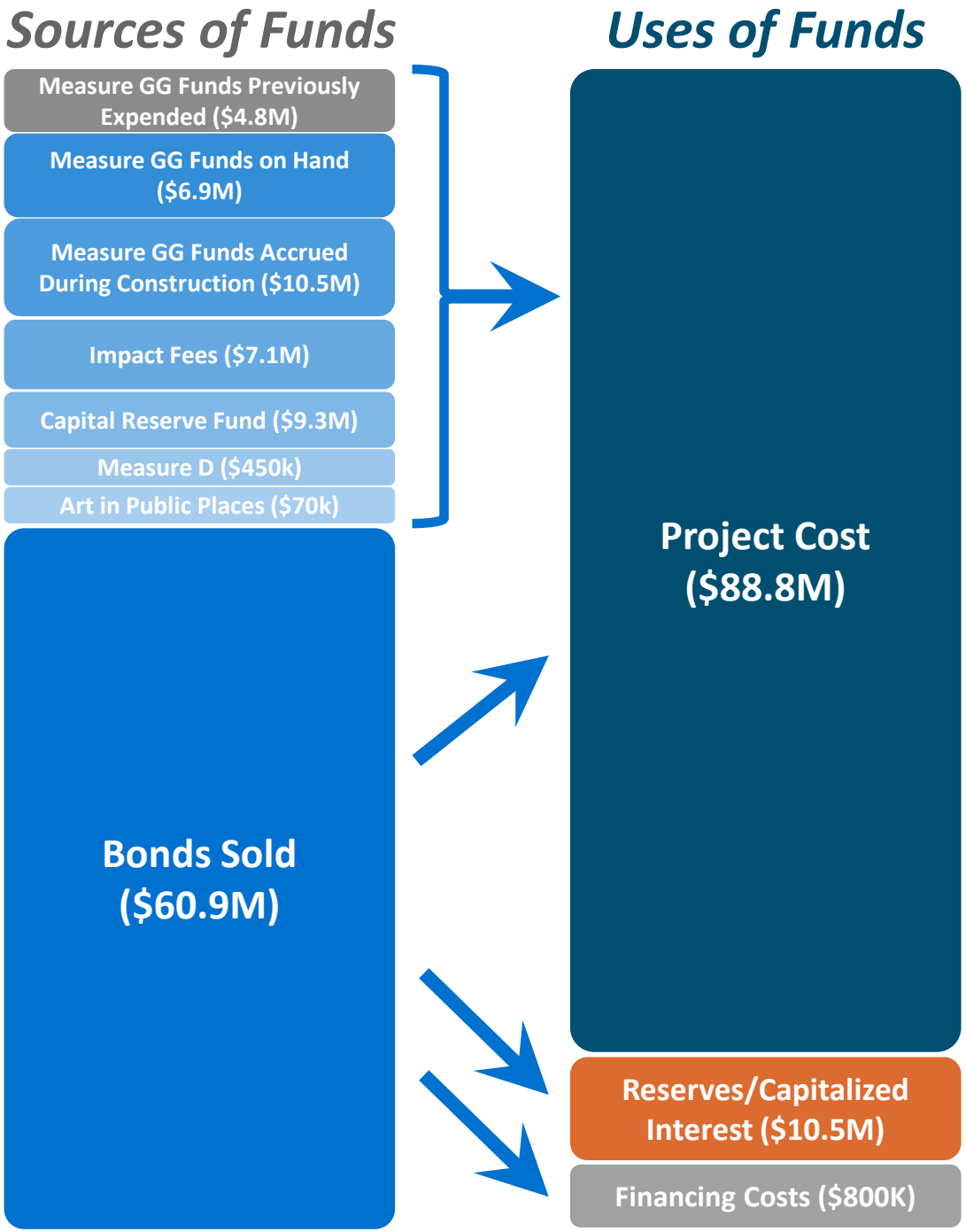
Leased Assets for COP Financing

- City plans to use **Fire Station 28** and the **Civic Center Project** Site as the leased assets (to provide security to bondowners).

Newark Civic Center Financing Strategy*

Leveraging Multiple Funding Sources to Maximize Public Benefit

- City plans to utilize multiple funding sources:
  - Measure GG funds
  - Impact Fees
  - Capital Reserve Fund
  - Measure D
  - Art in Public Places
- Leveraging other sources of funds helps to minimize bond par and future interest costs



**Numbers are preliminary, subject to change*

Refinancing of the 2002 and 2012 Obligations

- Current market rates are lower than outstanding interest rates on 2002 COP and 2012 Lease
  - 2002 COPs were used to finance a portion of the costs of constructing and equipping a swim center at the George M. Silliman Community Center and constructing and equipping a fire station in Old Town
  - 2012 Lease refunded a portion of 2002 COP
- Refunding the 2002 COPs saves the City approximately $505,000 (net present value) (22% of refunded par)
- Refunding the 2012 Lease saves the City approximately $287,000 (net present value) (5% of refunded par)

Proposed Debt Service*

- New money component structured with $4M net annual debt service
- Refunding component structured with proportional savings

	New Money Component					Refunding Component			Total Net Debt Service
Bond Year	Principal	Interest	Gross P&I	Capitalized Interest and DSR Release	Net P&I	New Net P&I	Prior Net P&I	Savings	Total New Net Debt Service
6/1/2020	-	1,763,395	1,763,395	(1,763,395)	**-**	745,127	853,379	108,253	**745,127**
6/1/2021	-	2,386,550	2,386,550	(2,386,550)	**-**	795,850	851,904	56,054	**795,850**
6/1/2022	-	2,386,550	2,386,550	(2,386,550)	**-**	805,650	853,970	48,320	**805,650**
6/1/2023	1,610,000	2,386,550	3,996,550	-	**3,996,550**	799,250	849,407	50,157	**4,795,800**
6/1/2024	1,690,000	2,306,050	3,996,050	-	**3,996,050**	801,750	853,437	51,687	**4,797,800**
6/1/2025	1,775,000	2,221,550	3,996,550	-	**3,996,550**	797,750	850,757	53,007	**4,794,300**
6/1/2026	1,865,000	2,132,800	3,997,800	-	**3,997,800**	802,500	851,617	49,117	**4,800,300**
6/1/2027	1,960,000	2,039,550	3,999,550	-	**3,999,550**	795,500	849,867	54,367	**4,795,050**
6/1/2028	2,055,000	1,941,550	3,996,550	-	**3,996,550**	797,250	851,367	54,117	**4,793,800**
6/1/2029	2,160,000	1,838,800	3,998,800	-	**3,998,800**	457,250	619,185	161,935	**4,456,050**
6/1/2030	2,265,000	1,730,800	3,995,800	-	**3,995,800**	457,500	618,185	160,685	**4,453,300**
6/1/2031	2,380,000	1,617,550	3,997,550	-	**3,997,550**	456,750	620,935	164,185	**4,454,300**
6/1/2032	2,500,000	1,498,550	3,998,550	-	**3,998,550**	-	(23,546)	(23,546)	**3,998,550**
6/1/2033	2,625,000	1,373,550	3,998,550	-	**3,998,550**	-	-	-	**3,998,550**
6/1/2034	2,755,000	1,242,300	3,997,300	-	**3,997,300**	-	-	-	**3,997,300**
6/1/2035	2,895,000	1,104,550	3,999,550	-	**3,999,550**	-	-	-	**3,999,550**
6/1/2036	3,040,000	959,800	3,999,800	-	**3,999,800**	-	-	-	**3,999,800**
6/1/2037	3,160,000	838,200	3,998,200	-	**3,998,200**	-	-	-	**3,998,200**
6/1/2038	3,285,000	711,800	3,996,800	-	**3,996,800**	-	-	-	**3,996,800**
6/1/2039	3,415,000	580,400	3,995,400	-	**3,995,400**	-	-	-	**3,995,400**
6/1/2040	3,555,000	443,800	3,998,800	-	**3,998,800**	-	-	-	**3,998,800**
6/1/2041	3,695,000	301,600	3,996,600	-	**3,996,600**	-	-	-	**3,996,600**
6/1/2042	3,845,000	153,800	3,998,800	(3,999,800)	**(1,000)**	-	-	-	**(1,000)**
Total	52,530,000	33,960,045	86,490,045		**75,953,750**	**8,512,127**	9,500,467	988,340	**84,465,877**

**Preliminary, subject to change*

F.2 Authorization for the City Manager to execute a professional agreement with Tyler Technologies New World for the purchase of an Enterprise Resource Planning (ERP) System and related implementation services and project management services – Finance Manager Lee. (RESOLUTION)

Background/Discussion – The City has utilized the Creative Computer Solutions Harris wIntegrate (wIntegrate) enterprise resource planning (ERP) system since 1994 for critical functions such as financial management, budgeting, accounts payable, payroll, cash receipting and personnel management. There have not been any upgrades to wIntegrate throughout its 25-year history. The system is no longer adequate due to its limited functionality. Additionally, the vendor has been unable to support the system due to the antiquated technology platform.

An effective and efficient ERP system integrates many core functions into a single solution, providing a central location of information and is essential in streamlining functions and automating workflow.

In May of 2015, City staff engaged SoftResources to assist in a needs assessment and process mapping exercise that included meetings with citywide users of the wIntegrate ERP system. The needs assessment and process mapping exercises highlighted that City departments often have to create external workarounds and reports such as using Excel spreadsheets rather than the wIntegrate ERP system for tracking budget and expenditures.

Additionally, the City is unable to keep up with industry best practices with the manual processes (including workflow) and lack of reporting and analysis tools in the existing ERP system.

For these reasons and many others, staff recommended during a previous budget cycle that the City Council direct staff to replace the ERP system. The City Council accepted staff's recommendation and appropriated $1.25 million towards the project.

Following the City Council's direction to replace the ERP system, City staff used the information compiled from the needs assessment and process mapping exercises and developed a list of functional requirements for a new ERP system. In January 2016, the City issued a Request for Proposals (RFP) for the acquisition and implementation of an ERP system that includes all the core functions of a Financial Management Module, Human Resources and Payroll Module, Licensing Module, and Cashiering Module. The City received four proposals from the following financial software companies:

Company	Proposed System
Caselle Inc.	Caselle
Harris	Innoprise
Tyler Technologies, Inc.	Incode
Tyler Technologies, Inc.	New World

The proposals were evaluated by an interdepartmental project team comprised of staff from all City departments using the following criteria: (a) ability for the proposed system to meet the

functional requirements identified in the RFP; (b) compatibility with existing citywide applications; (c) implementation methodology; (d) customer support and ongoing maintenance; (e) experience with municipalities and vendor qualifications, including references using the proposed system; (f) understanding the scope of work to be completed; (g) responsiveness to the RFP requirements; and (h) costs of software licensing and services.

The City invited the top two proposers (Harris and Tyler Technologies) to demonstrate the capabilities of their financial software systems to the interdepartmental project team and representatives from SoftResources during an on-site proof-of-concept testing phase over three days for all proposers. City staff also conducted reference checks and interviewed other cities already using the vendor's systems. After this thorough evaluation process, staff determined that the Tyler Technologies New World system best meets the City's needs for an ERP financial management system.

Founded in 1966, Tyler Technologies ("Tyler"), headquartered in Plano, Texas, is a leading provider of information management solutions and services to local governments. The company provides software and services to more than 15,000 local government offices throughout the United States. Tyler has over 5,000 employees across all divisions and is growing.

Tyler's Evergreen Philosophy means Tyler customers pay once for software licenses and never has to pay for that module again as long as they are a customer. This philosophy goes for technologies that Tyler has not yet been announced.

The new ERP would have many advantages over the City's existing system by providing leverage for the City to achieve significant efficiencies and effectiveness that is needed to accommodate new reporting requirements and a changing work environment. A few of the significant benefits are:

- The New World ERP application was built specifically for the unique needs of local governments of our size and complexity;
- Industry-leading technology utilizing Microsoft SQL database and Mircosoft Server as the foundation for the product;
- Built-in the workflow to improve efficiency and streamline processes;
- Browser-based application that is easy to use and learn for all types of users;
- Software upgrades that require little to no significant implementation activity;
- Dedicated and experienced project manager to help guide through the process from contract execution until the product is live and stable;
- On-site implementation and training team that is familiar, not only with the software but also the unique requirements of California cities;
- The conversion team will work with City staff to get data from wIntegrate into New World ERP for a stable transition;
- Both national and California based user groups where new functionality and training occur; and
- An experienced and dedicated support center staffed during normal business hours.

Project Management and Staffing
Project management is a key component to the success of any large project. While the City has an established project management methodology through the Finance Department, there is a need for outside assistance in this area because of the scope and impact that this project will have on the City organization, including possible changes in business practices. Therefore, staff is recommending procuring the assistance of a consultant to provide implementation project management services to oversee the project. A Request for Proposals will be issued, and the estimated cost for services will not exceed $200,000 over the course of the project. Any contract for this service will be subject to future consideration by the City Council.

In addition, staff recommends staff augmentation to backfill for various department staff. Departments would assess their need for additional assistance to ensure they can continue with daily operations and would need to request any additional budget for increased personnel costs (temporary staff, overtime, etc.) as the needs arise. It is crucial that the implementation of the new ERP be a priority for the involved departments and department heads provide adequate resources to support the efforts to complete the project as scheduled. Staff will return to the City Council for any future actions as necessary.

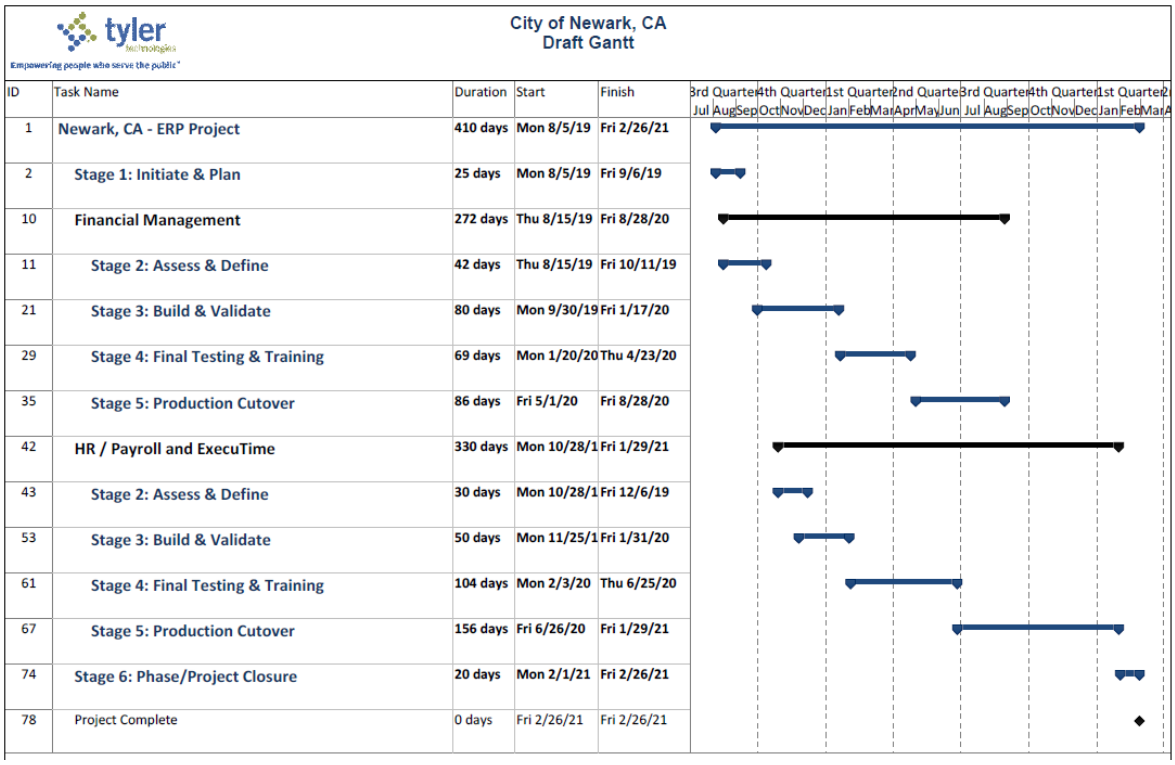
Implementation
Tyler Technologies will provide implementation and training services for the project as well as data conversion for the existing data in the wIntegrate ERP system.

As part of the Tyler ongoing software maintenance agreement, Tyler will provide (without additional licensing fees to the City) all future upgrades, enhancements, and platform upgrades to the system software ensuring that the City always utilizes the most current technology (this is known as Tyler's "Evergreen philosophy"). The software maintenance also includes technical support and a searchable knowledgebase related to New World processing, procedures, and helpful hints. There will be no need to purchase additional server hardware since the City can implement the new required servers within the existing virtual server infrastructure.

Training is an essential component of the installation and implementation process. Training sessions would be provided to all users who are required to use the new ERP in the performance of their duties. Each department would be notified in advance of the training schedule.

The project is scheduled to begin on August 2019 and will consist of six (6) stages – from infrastructure planning, data conversion, building and validating, through testing, end-user training, and a production cutover. The final phase is City acceptance of the modules implemented and closure of the project.

The entire project is anticipated to take 24 months. The Financial Management module would be implemented first. The Human Resources and Payroll module would be implemented approximately six months later.



Project Costs

The total cost of the agreement is approximately $830,228, which includes optional software modules such as Business Licensing and Animal Licensing. The annual maintenance and support fees of $58,860 will be waived for year 1 and will remain the same for year 2. In years 3 – 5, the maintenance fee will increase by three percent (3%) over the prior year annual fees.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
One-Time Costs						
Software and Related Services						
License	200,850	66,950	-	-	-	267,800
Implementation Cost	55,680	48,000	-	-	-	103,680
Data Conversion	35,000	35,000	-	-	-	70,000
Services	75,400	9,600	-	-	-	85,000
Estimated Travel Expenses	25,000	25,000	-	-	-	50,000
Ongoing Costs						
Maintenance	-	58,860	60,626	62,445	64,318	246,248
Source Code Fee	1,500	1,500	1,500	1,500	1,500	7,500
TOTAL	**$ 393,430**	**$ 244,910**	**$ 62,126**	**$ 63,945**	**$ 65,818**	**$ 830,228**

After Year 5, the City has the option of renewing the contract and pay an annual maintenance and support fee with an average increase between 3% and 5% over the prior year annual fees.

Fiscal Impact
The total estimated one-time software and related implementation costs are projected to cost $1,150,228 and are summarized in the following table:

Description	Costs
Tyler Technologies, Inc.	$830,228
Implementation Management Services	$200,000
Staff Augmentation	$120,000
Total Project Costs	$1,150,228

The 2014-2016 Biennial Budget included initial funding of $1,250,000 for the replacement of the ERP financial management system and was appropriated in the Capital Improvement Program (CIP) project 401-5600-5280-1086. There is currently sufficient funding for this implementation. As noted above, staff will return to the City Council for further action related to implementation management services and staff augmentation as necessary.

Attachments – Resolution, Tyler Technologies Proposal, Statement of Work, License and Services Agreement

Action – Staff recommends that the City Council, by resolution, authorize the City Manager to execute a professional agreement with Tyler Technologies New World for the purchase of an Enterprise Resource Planning (ERP) System in the amount not to exceed $830,228.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL AGREEMENT WITH TYLER TECHNOLOGIES NEW WORLD FOR THE PURCHASE OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM IN THE AMOUNT NOT TO EXCEED $830,228

WHEREAS, an effective and efficient ERP system integrates many core functions such as financial management, budgeting, accounts payable, payroll, cash receipting and personnel management, into a single solution, providing a central location of information and is essential in streamlining functions and automating workflow; and

WHEREAS, in May of 2015, staff engaged SoftResources to assist in a needs assessment and process mapping exercise that included meetings with citywide users of the wIntegrate ERP system; and

WHEREAS, the needs assessment and process mapping exercises proposes a need to replace the existing ERP system; and

WHEREAS, the recommendations from the needs assessment and process mapping exercise were the basis for a Request for Proposals (RFP) that was issued by the City on January 2016, for the acquisition and implementation of an ERP system that includes all the core functions of a financial management module, human resources and payroll module, licensing module, and cashiering; and

WHEREAS, the two finalists presented three-day proof-of-concept demonstrations to the interdepartmental project team and representatives from SoftResources; and

WHEREAS, after an extensive evaluation process, staff determined that the Tyler Technologies New World system best meets the City's needs for an ERP financial management system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute a professional agreement with Tyler Technologies New World for an Enterprise Resource Planning (ERP) System in the amount not to exceed $830,228, and make any nonsubstantive modifications, approved as to form by the City Attorney.

Quoted By:	Cody Gunstenson
Date:	6/21/2019
Quote Expiration:	9/30/2019
Client Name:	City of Newark
Quote Number:	V12
Quote Description:	On Prem New World ERP

Sales Quotation for:

City of Newark
37101 Newark Blvd
Newark, CA
510-578-4310

Software and Related Services

Description	License	Year 1 Maintenance	Implementation # of Hours	Implementation Cost	Data Conversion	Module Total
Financial Management Suite:						
Financial Management Base- Includes G/L, Budget, Annual Budget Prep, Accounts Payable, Revenue/Cash Receipting	$ 45,000	$ 8,100	176	$ 21,120	$ 24,000	$ 98,220
Fixed Assets	$ 7,000	$ 1,260	24	$ 2,880	$ 4,000	$ 15,140
Project Accounting	$ 7,000	$ 1,260	24	$ 2,880		$ 11,140
Misc. Billing & Receivables	$ 7,000	$ 1,260	24	$ 2,880	$ 12,000	$ 23,140
CAFR Statement Builder	$ 13,000	$ 2,340	24	$ 2,880		$ 18,220
Bank Reconciliation	$ 5,000	$ 900	24	$ 2,880		$ 8,780
Third Party Document Imaging Interface	$ 7,000	$ 1,260	16	$ 1,920		$ 10,180
Purchase Orders	$ 13,000	$ 2,340	24	$ 2,880		$ 18,220
DSS Base Datamart	$ 13,000	$ 2,340	8	$ 960		$ 16,300
FM Analytics	$ 8,000	$ 1,440	16	$ 1,920		$ 11,360
FM Dashboards	$ 9,000	$ 1,620	16	$ 1,920		$ 12,540
Financial Management Suite Subtotal:	**$ 134,000**	**$ 24,120**	**376**	**$ 45,120**	**$ 40,000**	**$ 243,240**

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37101 Newark Blvd
Newark, CA
510-578-4310

Payroll & Human Resources Suite:

Human Resources Management Base- Payroll Processing, Personnel Management, Position Control	$	36,000	$	6,480	240	$	28,800	$	16,000	$	87,280
Employee Event Tracking	$	8,000	$	1,440	16	$	1,920			$	11,360
Personnel Actions	$	8,000	$	1,440	24	$	2,880			$	12,320
Benefits Administration	$	7,000	$	1,260	16	$	1,920	$	2,000	$	12,180
Leave Management	$	9,000	$	1,620	16	$	1,920			$	12,540
Position Budgeting	$	8,000	$	1,440	16	$	1,920			$	11,360
Time and Attendance Interface	$	8,000	$	1,440	16	$	1,920			$	11,360
HR Analytics	$	8,000	$	1,440	8	$	960			$	10,400
HR Dashboards	$	9,000	$	1,620	8	$	960			$	11,580
Payroll & Human Resources Suite Subtotal:	**$**	**101,000**	**$**	**18,180**	**360**	**$**	**43,200**	**$**	**18,000**	**$**	**180,380**

eSuite Applications:

eSuite Base	$	13,000	$	2,340	16	$	1,920			$	17,260
eEmployee	$	20,000	$	3,600	8	$	960			$	24,560
eTimesheets	$	10,000	$	1,800	8	$	960			$	12,760
eBenefits Admin	$	10,000	$	1,800	8	$	960			$	12,760
eSuite Application Subtotal:	**$**	**53,000**	**$**	**9,540**	**40**	**$**	**4,800**			**$**	**67,340**

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Overall Subtotal:	**$**	**288,000**	**$**	**51,840**	**776**	**$**	**93,120**	**$**	**58,000**	**$**	**490,960**
Discount Amount:	*$*	*59,200*	*$*	*-*						*$*	*59,200*
TOTAL INITIAL COST:	**$**	**228,800**	**$**	**51,840**	**776**	**$**	**93,120**	**$**	**58,000**	**$**	**431,760**

Service	Qty	Description	Fee	
Project Planning Services	12	Project Manager to assist Customer's management in implementing the solution. This responsibility will include initial development of overall Implementation Plan with Customer's management and the Customer Liaison. A project review (kickoff) meeting at Customer's location.	$	45,000
System Assurance	1	Windows Server 2012/Operating System Assurance and Software Installation: - Install and configure application servers - Consult on connectivity to new or existing Windows environment - Verify operating system and SQL configuration - Verify workstation configuration	$	7,000
Escrow Services	1	Escrow(Annual Fee)	$	1,500
Interface	1	Payment Processing Interface	$	4,800
Interface	1	Third Party Document Imaging Interface (FM, HR)	$	4,800
Interface	1	Time and Attendance Interface	$	4,200
Interface	1	Procurement Card Interface	$	4,200
Professional Services	80	Additional Training Hours	$	9,600
Professional Services	45	Custom Report and Forms Creation Hours	$	5,400
		TOTAL:	**$**	**86,500**

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New World ERP Summary			One Time Fees	Recurring
Total Software			$ 228,800	$ 53,340
Total Services			$ 236,120	
Summary Total			**$ 464,920**	**$ 53,340**
Contract Total (Excluding Estimated			**$ 518,260**	
Estimated Travel Expenses				
Trips @ $2,000/each -*Includes airfare, car rental, hotel accommodations and per diem*	**25**	**Trips**	**$ 50,000**	

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Newark, CA
510-578-4310

Optional Software and Related Services

Description	License	Maintenance	Implementation # of Hours	Implementation Cost	Data Conversion	Module Total
Heading for Suite of Optional Modules:						
Business Licensing	$ 11,000	$ 1,980	32	$ 3,840	$ 6,000	$ 22,820
Animal Licensing	$ 11,000	$ 1,980	32	$ 3,840	$ 6,000	$ 22,820
myCommunity Analytics	$ 8,000	$ 1,440	16	$ 1,920		$ 11,360
myCommunity Dashboards	$ 9,000	$ 1,620	8	$ 960		$ 11,580
Optional Modules Subtotal:	**$ 39,000**	**$ 7,020**	**88**	**$ 10,560**	**$ 12,000**	**$ 68,580**

The software, services, and hardware, as applicable, that are itemized above, are hereby added to your existing Agreement with us. These fees will be invoiced to you in full upon receipt of your signed quote. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. The terms and conditions of your Agreement will otherwise control.

Authorized Client Signatory:

Quoted By:	Cody Gunstenson
Date:	6/21/2019
Quote Expiration:	9/30/2019
Client Name:	City of Newark
Quote Number:	V12
Quote Description:	On Prem New World ERP

Sales Quotation for:

City of Newark
37101 Newark Blvd
Newark, CA
510-578-4310

Client Approval _____ **Date** _____

Print Name _____ **Client PO#** _____

Footnotes

The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.

Personal Computers must meet the minimum hardware requirements for the New World ERP product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.

Servers must meet the minimum hardware requirements for the New World ERP product. Windows Server 2012 or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2012 or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.
Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.

Travel and expenses are not included under *Total Services* as they are billed at actual cost. A separate line item above "*Estimated Travel Expenses",* shows Tyler's estimate for travel and living expenses for the scope of this project. That estimate is based upon $2,000 per trip, which may include airfare, hotel, per diem, car rental, and gas). All travel and living expenses will be billed on a weekly basis, but only as incurred.

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City of Newark

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Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.

Prices assumes that all software proposed is licensed. (Excluding optional software and services)

Licensed Software, and Third Party Software embedded therein, if any, will be delivered in a machine-readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed as defined and outlined in the Agreement.

An unlimited Site License is included for the above-proposed software The Site License is available to only the affiliated Public Administration agencies within the Prospect listed on this Price Quotation.

Annual maintenance will be a recurring software cost that will begin at Year 2 and will include a price increase each subsequent year as defined in the Invoice and Payment Policy attached to the Agreement.

Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

Supports Epson TM-H6000IV Receipt/Validation/Slip Printer

Time & Attendance interface is a two-way interface. Additional support may be required for third-party changes; not included in annual maintenance.

Conversion includes:
1. General Ledger, Budget History(up to 7 years) this can also include project transactions.
2. Vendor Information
3. AP History
4. PO History
5. Fixed Assets(Yes spreadsheets can be used for Fixed Asset conversions)
6. Misc. Billing Customer information and AR Invoice history.
7. Employee Information, Payroll History and Positions
8. Benefit History

Optional software pricing is good for 36 months after contract execution.

Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

City of Newark, CA ("City", "Client")
37101 Newark Boulevard | Newark, CA 94560

Prepared by:

Tyler Technologies, Inc. ("Tyler")
840 W. Long Lake Rd., Troy, MI 48098
www.tylertech.com

Published: 4/18/2017

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the city of Newark, CA ("Newark") the opportunity to make the City **more accessible and responsive** to external and internal customer needs and **more efficient** in its operations. That is, to at least satisfy objectives inherent in any Enterprise Resource Planning (ERP) implementation:

- Provide a single, comprehensive, and integrated solution to manage the City's business
- Streamline processes to take advantage of best practices through automation, integration, and workflows
- Provide a friendly and intuitive user interface to promote system use, productivity, and minimize the need for training
- Eliminate the need for "offline shadow systems" including spreadsheets, etc. to support financial activities and to track project expenditures and status
- Eliminate the need for redundant data entry
- Provide enhanced reporting capabilities to improve decision making
- Improve and provide necessary reports and data access through inquiry or drill down capabilities
- Provide interfaces with Third Party Systems

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Client's functional area utilizing the Tyler product. Refer to Scope of Services section for information containing detailed product components.

Product	Feature/Function
New World	Financial Management Base
	Project Accounting
	Fixed Assets
	Miscellaneous Billing & Receivables
	GASB/CAFR Reporting
	Bank Reconciliation
	Third Party Document Imaging
	Purchase Orders
	CC – DSS Base Datamart
	CC – FM Analytics
	CC – FM Dashboards
	Human Resources / Payroll Base
	Employee Event Tracking
	Personnel Actions

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Benefits Administration
Leave Management
Applicant Tracking
Position Budgeting
Time & Attendance Interface
HR Datamart (DSS Datamart)
CC – HR Analytics
CC – HR Dashboards
eSuite base
eEmployee
eTimesheets
eBenefits Administration

1.3 Project Timeline

The Project timeline establishes a start and end date for each Phase of the Project – a "Phase" being an agreed-to scope of logically similar product features/functions. Developed during the 1-Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Based on past implementation experience, the project timeline for Financials and HR/Payroll may have a duration spanning fourteen to twenty-four months, depending on module-phasing = each Phase typically spans eight to twelve months, and should include some staggered start-up. The production cutover milestones most effectively tie to month-end for Financials and quarter-end for Payroll.

Included here is a draft timeline that will be confirmed early in the engagement.

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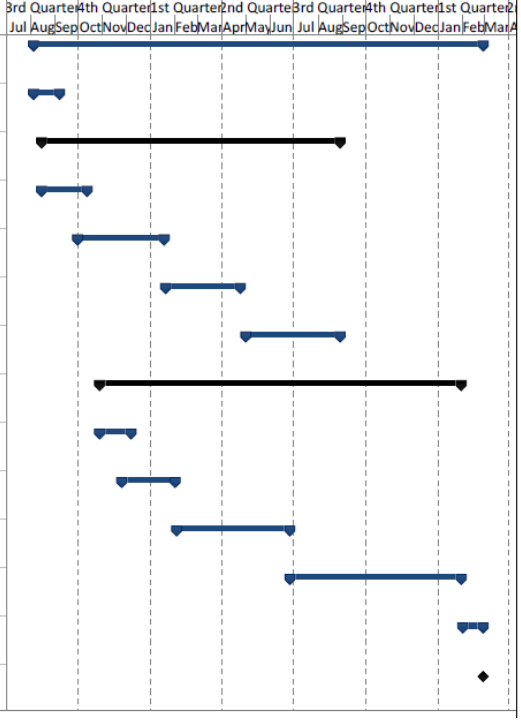
City of Newark, CA
Draft Gantt

ID	Task Name	Duration	Start	Finish
1	Newark, CA - ERP Project	410 days	Mon 8/5/19	Fri 2/26/21
2	Stage 1: Initiate & Plan	25 days	Mon 8/5/19	Fri 9/6/19
10	Financial Management	272 days	Thu 8/15/19	Fri 8/28/20
11	Stage 2: Assess & Define	42 days	Thu 8/15/19	Fri 10/11/19
21	Stage 3: Build & Validate	80 days	Mon 9/30/19	Fri 1/17/20
29	Stage 4: Final Testing & Training	69 days	Mon 1/20/20	Thu 4/23/20
35	Stage 5: Production Cutover	86 days	Fri 5/1/20	Fri 8/28/20
42	HR / Payroll and ExecuTime	330 days	Mon 10/28/1	Fri 1/29/21
43	Stage 2: Assess & Define	30 days	Mon 10/28/1	Fri 12/6/19
53	Stage 3: Build & Validate	50 days	Mon 11/25/1	Fri 1/31/20
61	Stage 4: Final Testing & Training	104 days	Mon 2/3/20	Thu 6/25/20
67	Stage 5: Production Cutover	156 days	Fri 6/26/20	Fri 1/29/21
74	Stage 6: Phase/Project Closure	20 days	Mon 2/1/21	Fri 2/26/21
78	Project Complete	0 days	Fri 2/26/21	Fri 2/26/21



1.4 Project Methodology Overview

Tailored specifically for Tyler's public sector clients, the Project methodology contains Stage acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the Project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity, and organizational needs.

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2 Roles and Responsibilities

2.1 Tyler Roles and Responsibilities

While best practice recommends a consistent Tyler Project Manager (and team) for the implementation lifecycle, Tyler will work with the City to confirm / re-confirm Project Manager(s) prior to the start of each Phase of the Project. The project manager assigns other Tyler resources as the schedule develops. One person may fill multiple Project roles.

2.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy
- Authorizes required Project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the Project Team and is able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks and decisions
- Acts as the counterpart to the City's Executive Sponsor

2.1.2 Tyler Implementation Management

- Acts as the counterpart to the City Steering Committee
- Assigns Tyler Project personnel
- Works to resolve all decisions and/or issues not resolved at the Project management level as part of the escalation process
- Attends City Steering Committee meetings as necessary
- Provides support for the Project Team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives

2.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the Project, coordination of resources between departments, management of the Project Schedule and budget, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
    - Validates contract compliance throughout the Project
    - Ensures Deliverables meet contract requirements
    - Acts as primary point of contact for all contract and invoicing questions
    - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s)

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  - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance

- Planning
  - Update and deliver Implementation Management Plan
  - Defines Project tasks and resource requirements
  - Develops initial and full-scale Project Schedule
  - Collaborates with City Project Manager(s) to plan and schedule Project Timelines to achieve on-time implementation

- Implementation Management
  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
  - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may negatively impact the outcomes of the Project
  - Collaborates with the City's Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
  - Sets a routine Communication Plan that will aide all Project Team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the Project

- Team Management
  - Acts as liaison between Project Team and Tyler manager(s)
  - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
  - Provides direction and support to Project Team
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Plan
  - Assesses team performance and adjusts as necessary
  - Interfaces closely with Tyler developers to coordinate program Modification activities
  - Coordinates with in Scope Third Party providers to align activities with ongoing Project tasks

2.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting

- Follows up on issues identified during sessions
- Documents activities for onsite services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the City following configuration
- Assists during Cutover process and provides production support until the City transitions to Tyler Support
- Provides product related education
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate understanding of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Schedule
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

2.1.5 Tyler Sales

- Provide sales background information to implementation during Project Initiation
- Support sales transition to implementation
- Provide historical information, as needed, throughout implementation

2.1.6 Tyler Software Support

- Manages incoming City issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates Defects to Tyler Development
- Communicates with the City on the status and resolution of reported issues

2.1.7 Tyler Trainer

- Provides product and process related education as it relates to the City's Project
- Provides training materials to be used as reference during training sessions and discussions
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate understanding of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users

2.1.8 Tyler Subject Matter Expert

- Possesses both a broad and deep understanding of the functionality within Tyler Software products for his/her functional area(s)

- Provides confident recommendations regarding configuration decisions and business process best practice options and related implications using Tyler's products based on his/her experience and expertise implementing Tyler Software products with similar organizations
- Provides conversion consulting and mapping assistance
- Follows up on issues identified during sessions
- Documents activities for onsite services
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Schedule
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action
- Performs gap analysis and documents non-contracted Modifications requests

2.1.9 Tyler Data Conversion Experts

- Validates customer data files are in proper format
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use and provides mapping between legacy and Tyler systems
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields
- Assists with understanding and interpreting error Reports
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions

2.1.10 Tyler Reports/Forms Experts

- Provides specifications for all Forms & Reports in Scope
- Reviews requirements for Peripherals and Consumables, if applicable
- Conducts review of City's Form mockup sheets
- Develops final Form designs
- Resolves all corrections required of the Forms
- Configures and installs Forms software and approved Forms

2.1.11 Tyler Basic Network Support

- Manages incoming City issues via phone, email, online customer incident portal, and from Software Support
- Provides system support including remote support of City systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications
- Tracks issues and tickets to timely and effective resolution
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development
- Consult on pre-sales in regards to system requirements

2.1.12 Tyler Development

- Programs and incorporates Modifications per the specifications into the base product

- Performs internal quality assurance
- Develops standard solution technical and help documentation
- Provides software updates and Defect fixes

2.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles. In addition, depending on the City's resources, one team, e.g. Steering Committee, may have multiple roles, e.g. Project Team.

2.2.1 City Executive Sponsor

- Provides clear direction for the Project and how it applies to the organization's overall strategy
- Champions the Project at the executive level to secure City buy-in
- Authorizes required Project Resources
- Resolves decisions and/or issues not resolved at the City Steering Committee level as part of the escalation process
- Actively participates in Organizational Change Communications

2.2.2 City Steering Committee

- Works to resolve decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled Steering Committee meetings
- Provides support for the Project Team
- Assists with communicating key Project messages throughout the organization
- Prioritizes the Project within the organization
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies

2.2.3 City Project Manager(s)

The City shall assign Project Manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the City Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the

correct resources from the City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
    - Validates contract compliance throughout the Project
    - Ensures invoicing and Deliverables meet contract requirements
    - Acts as primary point of contact for all contract and invoicing questions
    - Signs off on contract milestone acknowledgment documents
    - Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
    - Review and acknowledge Implementation Management Plan
    - Defines Project tasks and resource requirements for City Project Team
    - Collaborates in the development of and approval of the Project Plan and Project Schedule
    - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
    - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
    - Collaborates with Tyler Project Manager(s) to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget
    - Collaborates with Tyler Project Manager(s) to establish risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively impact the outcomes of the Project
    - Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
    - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members
- Team Management
    - Acts as liaison between Project Team and Stakeholders
    - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and satisfying invoices
    - Provides direction and support to Project Team
    - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
    - Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Production Cutover Plan

- Assesses team performance and takes corrective action, if needed
- Provides guidance to City Technical Support to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
- Coordinates with in Scope Third Party providers to align activities with ongoing Project tasks

2.2.4 City Functional Leads

- Authorized to make business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with City Project Team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process
- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager(s)
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities for the funcitonal area they represent:
- Task completion
- Stakeholder Presentation
- Implementation Management Plan development
- Schedule development
- Monitoring of risk register
- Escalation of issues
- Communication with Tyler Project Team
- Coordination of City resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

2.2.5 City Power Users

- Participate in Project activities as required by the Project Team and Project Manager(s)
- Provide subject matter expertise on City business processes and requirements
- Act as Subject Matter Experts in current/future state and Validation sessions, as needed
- Attend all scheduled training sessions related to their areas of expertise

- Participate in all required post-training processes as needed throughout Project
- Participate in conversion Validation
- Test all Application configuration in their areas of expertise to ensure it satisfies business process requirements
- Become Tyler Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Schedule
- Demonstrate competency with Tyler products processing prior to production Cutover
- Provide knowledge transfer to City staff during and after implementation

2.2.6 City End Users

- Attend all scheduled training sessions pertaining to their City job functions
- Become proficient in Tyler Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Schedule
- Utilize software to perform job functions at and beyond Production Cutover

2.2.7 City Technical Support

- Coordinates updates and releases with Tyler
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Schedule
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City Third Party Data Exchanges
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment, as needed

2.2.8 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the Project changes
- Identifies the impact areas resulting from Project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

3 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other Project participants; and provide support and guidance to accomplish these goals. Project governance, when jointly managed by the City and Tyler, also defines the structure for Project oversight, issue escalation and resolution, Change Control review and authority, and organizational change management activities.

The structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the 1-Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. In the event Project Managers (Tyler and the City's) do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler Implementation Management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler Executive Sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler Executive Sponsors serve as the final escalation point.

3.1 City Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

3.1.1 City Project Manager(s)

The City's Project Manager(s) coordinate City Project Team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City Project Manager(s) will be responsible for reporting to the City Steering Committee, as an active participant, and determining appropriate escalation points.

3.1.2 Steering Committee

The City Steering Committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the Project Team, for making timely decisions on critical Project issues or policy decisions. The City Steering Committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. The Steering Committee oversees the City Project Manager(s) and the Project as a whole and through participation in regular internal meetings. The City Steering Committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City Steering Committee also provides support to the City Project Manager(s) by communicating the importance of the Project to all impacted departments. The City Steering Committee also serves as primary level of issue resolution for the Project.

3.1.3 Executive Sponsor

The City's Executive Sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project. The Executive Sponsor acts as the final authority on all escalated Project issues. The Executive Sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The Executive Sponsor empowers the City Steering Committee, Project Manager(s), and Functional Leads to make business decisions.

3.2 Tyler Governance

3.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. The Tyler Project Manager(s) will facilitate regular project status meetings across City and Tyler team personnel. Additionally, the Tyler Project Manager(s) will provide regular updates (at a minimum, monthly, or as agreed to with the Executive Sponsor) to the City's Steering Committee and other Tyler governance members.

3.2.2 Tyler Implementation Management

Tyler Implementation Management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult Implementation Management on issues and outstanding decisions critical to the Project. Implementation Management works toward a solution with the Tyler Project Manager(s) or with City management, as appropriate. Tyler Executive Management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the City Project Team.

3.2.3 Tyler Executive Management

Tyler Executive Management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project Team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation Project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the City Project Team.

3.3 Acceptance

All Deliverables and Control Points must be accepted following the process below. Acceptance requires a formal sign-off (email from City Project Manager is acceptable with a wet signature to follow). The following process will be used for accepting Deliverables and Control Points:

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance within ten (10) business days, or the otherwise agreed upon timeframe, and does not request a time extension, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with explanation within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have ten (10) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, and does not request a time extension, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- When the Acceptance process stalls or fails, project management will escalate to the assigned project leadership (e.g. steering committee, executive).

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4 Overall Project and Deliverable Assumptions

4.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City and Tyler have the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and scope expectations at the time the Agreement is executed but cannot ensure appropriation budget in the future.
- The City and Tyler ensure that the assigned resources are available and buy-into the change process and possess the required business knowledge to complete assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of knowledge and availability.
- The City expects that Tyler's resources be experts in the Tyler Software products and services provided.
- The City has the right to have a Tyler resource removed from the Project for any reason that negatively impacts the City's personnel or Project and replaced with a highly competent resource with significant Tyler Software experience.
- Tyler shall incur all costs associated with the removal and replacement of Tyler resources.
- The City and Tyler provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- City changes to the Implementation Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler changes to the Implementation Plan, schedule, availability of resources or changes in Scope may result in schedule delays, however, this will not result in additional charges to the City for the Project delays.
- Tyler provides a written agenda and notice of any prerequisites to the City Project Manager(s) ten (10) business days prior to any scheduled onsite or remote sessions.
- Tyler provides notice of any prerequisites to the City Project Manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides options and implications or pros/cons for each, for configuration and processing options available within the Tyler Software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes may be solely the City's responsibility to define, document, and implement; or may be subject to change control.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project Schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional hours be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.

4.2 Data Conversion

- The following entities will be converted based upon Tyler standard conversion specifications:
  - General Ledger and Adopted Budget History – detailed, balanced, general ledger and adopted budget transaction history
  - Vendors, including Purchase Order and Accounts Payable Invoice History – vendor information and closed/paid procurement transactions that are not tied to the general ledger
  - Fixed Assets – information and financial details for capital and controlled assets
  - Billing – information regarding customers and miscellaneous invoice history
  - Employees - employee and job current and historical data, enrollment and position data
  - Payroll History - detailed paycheck history by pay batch
- Where applicable, up to ten (10) years of historical data will be converted for each entity.
- The City will be responsible for extracting data, applying business rules to the data to transform it into values that are suited for loading into a standard conversion format provided by Tyler.
- Tyler resources will write data conversion programs and execute standard validations against the converted data.
- There are up to three (3) test sets of converted data included for each entity. Test sets refers to the results of data extract, transfer, load and conversion activities where Live system set-up is married with Legacy System data for delivery into the City's Test environment. The City understands that files or tables containing fewer than five hundred records may not be converted. If required, additional test sets may be included, and may drive additional project costs.
- The City is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the mutually agreed to specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout provided by Tyler.
- The City understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data, with Tyler's guidance.

4.3 Data Exchanges, Modifications, Forms and Reports

- The following data exchanges have been identified for integration between Third Party software and the Tyler solution:
  - US Bank Purchasing card import – purchasing card transactions that have been coded in and exported from the US Bank solution will be manually imported into Accounts Payable via the standard import feature (button) available in the application

  - Laserfiche document integration – Tyler's Financial and HR/Payroll solution will be configured so that documents that are managed and available in Laserfiche will be noted across the application and will accessible in a Laserfiche browser window based on an available web API
  - Sportsman Parks and Recreation – revenue transactions captured in and exported from Sportsman will be manually imported into either Revenue Collections (as receipts) or General Ledger (as journal entries)
  - TRAKiT – revenue transactions captured in and exported from TRAKiT will be manually imported into either Revenue Collections (as receipts) or General Ledger (as journal entries)
  - Telestaff time and attendance integration – up to three integration points will be manually available, based on manual import and export capabilities in Telestaff: an export of Employee-related data; an export of accruals data; and an import of time entry data
- Should other requirements arise, the City and Tyler project teams will make every effort to address integration, forms and reporting requirements via one of Tyler's standard solutions.
- As custom integration, forms and reporting needs may arise during the project, the City has allocated funds in the Investment Summary that may be used after City approval.
- The City ensures the Third Party data received is in the correct format.
- The Third Party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received, with the City and Tyler's guidance.
- City is on a supported, compatible version of the Third Party Software or Tyler Standard Data Exchange tools may not be available.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for Project Phases. Modification requests not in Scope must follow the Project Change Request process as defined in the Project Management workbook (developed and baselined during the 1-Initiate & Plan Stage).

4.4 Hardware and Software

- The City has or will have in place all hardware, software, and technical infrastructure necessary to support the Project.
- Tyler will provide standards required to ensure sufficient speed and operability of Tyler Software and the City will ensure they are in compliance with these standards. Tyler will not support use of Software if the City does not meet minimum standards of Tyler's published specifications.
- Tyler will initially install the most current generally available version of the purchased Tyler Software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

4.5 Training

- During live and onsite training, the City provides a training room for Tyler staff, as well as a place for the City staff to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.

- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The work station connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler Software version required for delivery of the Modification prior to the scheduled delivery date for testing, if applicable.
- The City is responsible for verifying the performance of the Modification as defined by the specification, if applicable.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

5 Implementation Stages

5.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan (and Implementation Plan), developed during 1-Initiate & Plan and finalized during 2-Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Deliverable” and/or “Control Point”, confirming the work performed during that Stage of the Project.

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5.2 Initiate & Plan (Stage 1)

The 1-Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of Implementation Management Plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to City stakeholder teams at Stage end.

5.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and Phase coordination		A	R					C												

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5.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions specifically for this Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER									AUTHORITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

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5.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify features/functions of each product to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by the City and Tyler.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Create and Deliver Implementation Management Plan		A	R									C	C	I						

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5.2.4 Project Schedule

City and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

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5.2.5 Stakeholder Presentation

The City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																				
	TYLER									CITY											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

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5.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance for this Stage includes completion of all criteria listed below. Advancement to the 2-Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

5.2.6.1 Control Point 1-Initiate & Plan Stage Deliverables

- System Hardware Specifications
    - Objective: Provide a listing of minimum system requirements needed to support current Tyler solution(s).
    - Scope: based on City site assessment (users, products, etc.), recommended specifications are available for servers, virtualization, workstations, peripherals, etc. There are also recommended maintenance procedures.
    - Acceptance criteria: The City audits available requirements against the System Hardware Specifications.

- Implementation Management Plan
    - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
    - Scope: The Implementation Management Plan addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
    - Acceptance criteria: The City reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
    - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
    - Scope: Task list, assignments and due dates
    - Acceptance criteria: The City acceptance of schedule based on City resource availability and Project budget and goals.
- Stakeholder Presentation
    - Objective: In a presentation environment, provide City stakeholders with a strategic overview of the implementation expectations, approach, milestones and needs.
    - Scope: Presentation and open question/answer session with City stakeholders.
    - Acceptance criteria: The City attends and acknowledges completion of Stakeholder Presentation.

5.2.6.2 Control Point 1-Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified with Configuration deliverable
- Implementation Management Plan delivered

- Project Plan/schedule delivered; dates confirmed
- Stakeholder Presentation complete

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5.3 Assess & Define (Stage 2)

The primary objective of 2-Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

5.3.1 Fundamentals Review

Fundamentals Review provides Functional Leads and Power Users an overall understanding of solution capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Fundamentals Review																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

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5.3.2 Current/Future State Analysis

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Provide Current/Future State analysis materials to the Client, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler Software configuration and processing options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

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5.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler System. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Assumptions and in the Data Conversion Specifications) from the Legacy System to a location in the Tyler System.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Review data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

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5.3.4 Third Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler System with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two (2) systems. This could be done programmatically or through an Application Programming Interface (API). It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the Third Party Program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard Third Party Data Exchange Planning																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges and document			I	C								A	C		C			R		

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5.3.5 Modification Analysis & Specification

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet the City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the 2-Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the 3-Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

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5.3.6 Forms & Reports Planning

The City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Review and document required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review and document in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project Schedule		A	R	I		C						C	I		I			I		

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5.3.7 System Deployment

Based on results of Infrastructure Planning, the Tyler technical services team Installs Tyler Applications on the server and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		
Create and deliver installation checklist			I					R				I						C		

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5.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the 3-Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

5.3.9.1 Control Point 2-Assess & Define Stage Deliverables

- Fundamentals materials
    - Objective: Provide City with additional background information to support initial, high-level product awareness and functionality review sessions.
    - Scope: As appropriate, demonstration documentation designed to aid in product understanding.
    - Acceptance criteria: City acknowledges receipt of fundamentals materials.
- Completed analysis Questionnaire (for Current/Future State Analysis
    - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
    - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
    - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through the Tyler Solution.
- Data conversion summary and specification documents
    - Objective: Define data conversion approach and strategy.
    - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
    - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification and/or Data Exchange specification documents, if contracted
    - Objective: Provide comprehensive outline of identified gaps, and how the custom program (Modification - or Data Exchange) meets the City's needs.
    - Scope: Design solution for Modification.
    - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms and/or Reports options and/or packages
    - Objective: Provide specifications for each City in Scope Form, Report and output requirements.
    - Scope: Complete Forms package(s) included in Agreement and identify Reporting needs.
    - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
    - Objective: Installation of purchased Tyler Software.
    - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training.

- Acceptance criteria: Tyler Software is successfully installed and available to authorized users and City team members are trained on applicable system administration tasks.

5.3.9.2 Control Point 2-Assess & Define Stage Acceptance Criteria

- Tyler Software is Installed
- Fundamentals review is complete
- Required Form information identifying formats for each Form (e.g. Purchase Order, Paycheck, etc.) and Report complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

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5.4 Build & Validate (Stage 3)

The objective of the 3-Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the 2-Assess and Define Stage, preparing the City for 4-Final Testing and Training.

5.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the 2-Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Configuration & Power User Training																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User Process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

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5.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler data conversion team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections - Iterative			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s) - Iterative		A	I	C	R							I	I		C			C		

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5.4.3 Third Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard Third Party Data Exchange Validation																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Train Data Exchange(s) processing in Tyler Software			A	R								C	I	I	I			C	I	
Coordinate Third Party Data Exchange activities			I	I								A	C		C			R		
Test all Third Party Data Exchange(s)			I	C								A	C	I	R			C		

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5.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification to the City for preliminary testing. Final acceptance will occur during the 4-Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

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5.4.5 Forms & Reports Validation

Tyler provides training on Forms/Reports and the City tests each Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																				
	TYLER									CITY											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Forms & Report Training			A	R								I	C		C			I		
Test Forms & Reports			I	C		C						A	C		R			C		

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5.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the 4-Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

5.4.6.1 Control Point 3-Build & Validate Stage Deliverables

- Initial data conversion
    - Objective: Convert Legacy System data into Tyler System.
    - Scope: Data conversion program complete; deliver converted data for review.
    - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
    - Objective: Provide instructions to the City to verify converted data for accuracy.
    - Scope: Provide self-guided instructions to verify specific data components in Tyler System.
    - Acceptance criteria: The City acknowledges data conversion delivery; the City completes data issues log.
- Installation of Modifications on the City's server(s)
    - Objective: Deliver Modification(s) in Tyler Software.
    - Scope: Program for Modification is complete and available in Tyler Software, Modification testing.
    - Acceptance criteria: The City acknowledges Delivery of Modification(s) meeting objectives described in the City-signed specification.
- Forms & Reports Delivered
    - Objective: Provide Forms & Reports for review.
    - Scope: Installation of all Forms & Reports included in the Agreement.
    - Acceptance criteria: City acknowledges that Forms & Reports available in Tyler Software for testing in Stage 4.

5.4.6.2 Control Point 3-Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Third party Data Exchange training provided and tested
- Modifications delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4

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5.5 Final Testing & Training (Stage 4)

During 4-Final Testing and Training, Tyler and the City create and review the final Production Cutover Plan deliverable. A critical Project success factor is the City understanding the importance of 4-Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

5.5.1 Cutover Planning

The City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Plan to outline cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Plan		A	R	C						I	I	C	C	I	I			C		

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5.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan and Test Scripts for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Create and Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Deliver Test Script templates		A	R	C								I	I							
Finalize Test scripts			I	C							A	R	C		C					
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

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5.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler Software. Training focuses primarily on day-to-day City processes that will be delivered via group onsite training. Secondarily, auxiliary functions may be trained by webinar or eLearning.

Tyler provides one (1) occurrence of each scheduled End User training or implementation topic with up to ten to twelve users, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Provide End User training sample materials			A	R								I	I		I	I		I	I	
Finalize End User training materials			I	C							I	A	C		R	I		I	I	
Conduct End User training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

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5.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the 5-Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

5.5.4.1 Control Point 4-Final Testing & Training Stage Deliverables

- Production Cutover Plan
    - Objective: Provide a detailed checklist outlining tasks necessary for Production Cutover.
    - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler System, and contingency plan for processing.
    - Acceptance criteria: City acknowledges the Plan delivery including definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
    - Objective: Provide test plan that describes the scope, approach, resources and schedule for testing activities.
    - Scope: Test plan documentation based on agreed-to phase goals and objectives from implementation management plan.
    - Acceptance criteria: City acknowledges that Test Plan has been provided for Phase.
- Test Scripts
    - Objective: Provide testing steps to guide users through testing business processes in Tyler Software.
    - Scope: Testing steps for Standard business processes.
    - Acceptance criteria: City acknowledges that Testing steps have been provided for Standard business processes.
- End User Training Materials
    - Objective: Provide sample end user training manuals based on prior implementations of City's identified de-centralized business processes.
    - Scope: Documents that may be edited to conform to City's planned End User Training goals and objectives.
    - Acceptance criteria: City acknowledges that End User Training Materials have been provided for decentralized business processes.

5.5.4.2 Control Point 4-Final Testing & Training Stage Acceptance Criteria

- Production Cutover Plan delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard Third Party Data Exchange programs tested and accepted
- Forms & Reports tested and accepted
- User Acceptance Testing completed
- End User training completed

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5.6 Production Cutover (Stage 5)

The City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler Software. Following Production Cutover, the City transitions to the Tyler Support team for ongoing support of the Application.

5.6.1 Final Data Conversion

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler System any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

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5.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler Software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Production processing			C	C						I	I	A	R	I	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

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5.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

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5.6.4 Schedule Post-production Services

Tyler provides post-production services. Prior to scheduling services, the Tyler Project Manager(s) collaborate with the City Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-production Services, if applicable																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

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5.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the 6-Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

5.6.5.1 Control Point 5-Production Cutover Stage Deliverables

- Final data conversion, if applicable
    - Objective: Ensure (in Scope) accurate Legacy System data is available in Tyler Software in preparation for production processing.
    - Scope: Final passes of all conversions completed in this Phase.
    - Acceptance criteria: City acknowledges that accurate data is available in production environment.
- Support transition documents
    - Objective: Define strategy for on-going Tyler Support.
    - Scope: Define support strategy for day-to-day processing, conference call with the City Project Manager(s) and Tyler Support team, define roles and responsibilities, define methods for contacting Support.
    - Acceptance criteria: I City acknowledges receipt of tools to contact Support and understands proper support procedures.

5.6.5.2 Control Point 5-Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler Software, production environment
- Transition to Tyler Support is completed
- Post-live services have been scheduled

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5.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

5.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CITY										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Executive Sponsor	City Steering Committee	City Project Manager	City Functional Leads	City Change Management Leads	City Power Users	City Department Heads	City End Users	City Technical Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Review outstanding Project activities and document a "Post Go- Live Action Plan"		A	R	C								C	C	I	C	I		C		
Create Project/Phase reconciliation report		A	R	C						I	I	C								
Review Project budget and status of contract Deliverables		A	R							I	I	C								

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5.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

5.7.2.1 Control Point 6-Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
    - Objective: Provide comparison of contract Scope and Project budget.
    - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
    - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

5.7.2.2 Control Point 6-Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete, and all critical Project items have been addressed

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6 *Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on. While described in the Implementation Management Plan, the Change Control process allows for project questions and concerns to be identified and evaluated. Project Managers will attempt to resolve all items and will escalate to Executive Management should any items threaten Project Scope (cost, timeline, etc.) Change controls will be archived in the Change Register.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A Form used as part of the Change Control process whereby changes in the Scope of Work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Change Register	Item log used for tracking Change Requests as identified and managed throughout the project.
Consumables	Items that are used recurrently, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal Client review point. Project progress cannot continue until the Client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of the current Stage.
Current / Future State Analysis	
Cutover	The point when a Client begins using Tyler Software in Production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler Software.
Data Exchange document	Requirements document that defines needed attributes or characteristics for a custom interface, or data exchange.
Data Conversion Specification	A document outlining the standard data conversion input specification and addressing any pre-defined frequently asked questions and assumed roles and responsibilities.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.

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Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a Client (either internal or external) at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
End User training materials	A manageable package of training materials intended as reference or guide for education and knowledge transfer on decentralized processes. Project materials are customized based on samples provided by Tyler consultants.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Fundamentals materials	When applicable, documentation that provides overview of application, module or feature functionality. The fundamentals materials are intended to provide additional references ahead of Assess & Define stage activities.
Forms document	Requirements document that defines needed attributes or characteristics for a custom form.
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two (2) systems.
Implementation Management Plan	A series of worksheets that serve as the primary means for managing the Implementation. This deliverable includes a schedule recap, scope items recap (e.g. conversions, interfaces, modules/products, etc.), an Item Log, a Change Control Log, a Communications Plan, etc.
Install	References the initial Installation of software files on Client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Legacy System	The system from which a Client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager or different individual assigned.
Post Go-Live Action Plan	Developed as part of phase or project closure activities, specific update to project schedule or implementation management plan to help guide tasks and activities required after initial production cutover.

Power User	An experienced Client person or group who is (are) an expert(s) in the Client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover Plan	A document that tracks detailed steps, roles and responsibilities required for the successful transition from pre-Live to Live Production with the data and solution.
Project	The Project includes all implementation activity from 1-Initiate & Plan to 6-Phase/Project Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project Schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the 1-Initiate & Plan Stage to coordinate with the Client Project Manager to discuss Scope, information needed for Project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the Client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Reports document	Requirements document that defines needed attributes or characteristics for a custom report.
Scope	Products and services that are included in the Agreement.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key Client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	This document, as defined in the Agreement.
System Hardware Specifications	System configuration and requirements documentation available on check.tylertech.com.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the Client is expected to supplement with Client specific scenarios and processes.

Test Scripts (and Test Script templates)	Testing reference documents that provide step-by-step guidance on execution of test scenarios.
Software Upgrade	References the act of updating software files to a newer software release.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

*Note: For all capitalized words contained in this Statement of Work, if they are not defined in this Glossary, the definition that applies is in the Agreement.

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means City of Newark, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, subject to any Future Functionality.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Future Functionality"** means the functionality of the Tyler Software that may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the documented invoicing and payment policy attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to Client attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how Tyler's professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Services Process"** means the support channels and methods applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Services Process is attached as Schedule 1 to Exhibit C.

- **"Third Party Hardware"** means the Third Party Hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the Third Party Services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the Third Party Software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software and attached as Exhibit E, if applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means Tyler's proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup, testing, training and development purposes, so long as such copies are not used in production and the testing, training and development is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties. Notwithstanding the foregoing, the Client's consultants, contractors, and business partners may access the Tyler Software under the Client's direction to the extent required for them to provide services to the Client. Any such use by, or disclosure to, said third parties is strictly subject to the terms and conditions of this Agreement. Client shall be liable for any failure of a third party gaining access to the Tyler Software or Documentation to abide by the terms and conditions of this Agreement.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at

https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements. Should the compliance standards change, we will make every effort to come into compliance within a commercially reasonable period of time.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy, attached hereto as Exhibit B.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan and the mutually agreed upon Statement of Work, attached hereto as Exhibit D.

2. Professional Services Fees. You agree to pay us the undisputed professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy, attached hereto as Exhibit B. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or integration and/or interface estimates) required for the project based on our understanding of the specifications you supplied and as outlined in the Statement of Work. If additional work is required, or if you request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. The addendum or change order must be mutually agreed to and signed by an authorized signatory of each party before additional services commence.

4. Client Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging

travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Tyler Cancellation. If Tyler cancels services within two (2) weeks of their commitment to be onsite with Client (other than for Force Majeure or breach by Client), Tyler will be liable for all of Tyler's costs associated with such cancellation, including non-refundable expenses. Such cancellations will be monitored closely by Client Project Manager(s) who will reserve the right to request renumeration of Tyler for continued disruption of Client's daily work activity and Project planning.

6. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

7. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our Maintenance and Support Agreement, attached hereto as Exhibit C.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Services Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;

(iii) be charged our then-current rates for support services to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report Defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the Defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving Defects and other issues related to the Third Party

Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, attached hereto as Exhibit B, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we will diligently seek an appropriate remedy that may include, at our expense, the following non-exhaustive list of options: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents,

officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage caused by your sole negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED TWO TIMES (2X) THE TOTAL POSSIBLE MAXIMUM ONE-TIME FEES OF $518,260 SET FORTH IN THE INVESTMENT SUMMARY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for thirty-six (36) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those thirty-six (36) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for thirty-six (36) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware

of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive

an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. We shall obtain any applicable, legally-required business licenses from the City of Newark.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following Exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Services Process
Exhibit D	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Newark

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Newark
37101 Newark Boulevard
Newark, CA 94560
Attention: Finance

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 50% on the earlier of (i) the date of the first onsite planning session for the project or (ii) sixty (60) days after the Effective Date; and (c) 25% on the earlier of use of the Tyler Software in live production or 12 months after the Effective Date. In the event a scheduled onsite planning session is delayed due to Tyler's sole failure to perform, the payment due upon such date may be delayed an amount of time equal to the delay so caused

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, increases to your annual maintenance and support fees will be limited as shown below:

Year	Increase Limit
2	Zero percent (0%) increase over the amounts listed in the Investment Summary for Year 1 Maintenance Fees before discount
3	Three percent (3%) over the prior year annual fees
4	Three percent (3%) over the prior year annual fees
5	Three percent (3%) over the prior year annual fees
6	Three percent (3%) over the prior year annual fees
7	Three percent (3%) over the prior year annual fees
8	Three percent (3%) over the prior year annual fees
9	Three percent (3%) over the prior year annual fees
10	Three percent (3%) over the prior year annual fees

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other

professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement. Nothing contained in this section is intended to limit Client's rights under this Agreement, including those related to software warranty and invoice dispute.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, a current copy of which is attached as Exhibit B, Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges, if charged, are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or other ride services such as Uber or Lyft may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed

separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and Dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and Lunch
Return after 7:00 p.m.*	Breakfast, Lunch and Dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high-speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all undisputed fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Services Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that possess commercially reasonable expertise with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements, as well as changes to technology and platform initiated and required by Tyler) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Services Process; or (g) installation, training services, or Third Party Product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis; rates will be negotiated prior to service commencement. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Services Process. Our current Support Services Process for the Tyler Software is attached to this Agreement; Exhibit C, Schedule 1.

Exhibit C
Schedule 1
Support Services Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access Documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four (4) US time zones (Pacific, Mountain, Central and Eastern), specifically 5 AM to 5 PM Pacific time zone. Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler Software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four (4) levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue.
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Statement of Work

[Remainder of page intentionally left blank.]

I.1 Presentation of the Measure GG Transaction and Use Tax Oversight Committee Annual Report – City Clerk Harrington.

Background/Discussion – The City of Newark Transactions and Use Tax Ordinance was approved at the November 8, 2016 election and took effect on April 1, 2017. An Oversight Committee was appointed by the City Council to review revenues and expenditures and to provide the City Council with an annual report on whether the revenues were expended in an appropriate manner and to provide recommendations, if any, of ways to ensure that future revenues are expended appropriately.

The Oversight Committee has prepared the first annual report for fiscal years 2016-2017 and 2017-2018. The Committee's conclusion is that there are no findings to comment on or recommendations for future expenditures. Since this is the first report from the Oversight Committee, Chair Jim Lola will give an oral presentation at the City Council meeting.

Attachment – Measure GG Oversight Committee Annual Report.

Action – This is a presentation item, no action is necessary.

Measure GG Transaction and Use Tax Oversight Committee

Date: June 25, 2019

To: Honorable Mayor Nagy and Council Members Hannon, Collazo, Freitas, and Bucci

From: Measure GG Oversight Committee

Subject: Measure GG Oversight Committee's Report of the Measure GG Transactions and Use Tax Revenue and Expenditures for Fiscal Year 2016/17 – Fiscal Year 2017/18

Background

City of Newark voters passed Measure "GG," a 25-year one-half cent transactions and use tax (TUT) in November 2016. This transactions and use tax took effect on April 1, 2017.

The purpose of the Measure GG tax "is to upgrade City of Newark facilities and services, including replacing the seismically unsafe police operations/emergency operations center to survive an earthquake; providing updated crime fighting technology; replacing aging library/city facilities with buildings meeting safety codes; providing disabled access and senior/teen/children's facilities; and other facilities and services."

This Measure GG tax is a "general tax," meaning that revenues raised from the tax go into the City's general fund to pay for any legitimate governmental purpose.

Measure GG also established a "City of Newark Transactions and Use Tax Oversight Committee." Resolution No. 10740, establishing the City of Newark Transactions and Use Tax Oversight Committee and committee bylaws, was passed by the City of Newark City Council on January 25, 2018. "The primary duties of the Oversight Committee established by the resolution are to:

a) Review semi-annual revenue and expenditure reports produced by the City and other relevant reports and information regarding the Transactions and Use Tax; and
b) Provide to the City Council an annual report on whether revenues were expended in an appropriate manner and recommendations, if any, of ways to ensure that future revenues are expended appropriately.
c) In order to preserve the integrity and independence of the oversight process, Committee members shall not play a role in contracting or project management for projects funded through revenue from Measure GG or any other expenditure of Measure GG funds.
d) The committee is not charged with decision-making on spending priorities, schedules, project details, or financing plans."

Consistent with the composition and qualifications of the Oversight Committee members outlined in Resolution No. 10740, the following citizens were selected as members of the Committee: Elizabeth Macris, Jacinta Arteaga, Jim Lola, Michael Marzano, and Roy Pereira.

The Oversight Committee met on October 3, 2018 to review the bylaws, to elect the chair and vice-chair of the Committee, and to receive a comprehensive Measure GG Revenue and Expenditure update from City Finance Manager, Krysten Lee. Jim Lola was elected as Committee Chair and Jacinta Arteaga was elected as Committee Vice-Chair. Per the bylaws, both will serve a two-year term.

Scope of this Report

Measure GG funds are audited with all other City funds as part of the City's Comprehensive Annual Financial Report (CAFR). The focus of the most recent financial report was on FY 2017/18. This report reflects findings on Measure GG revenues and expenditures following the effective implementation date of the transactions and use tax on the three-month period from April 1, 2017 through the close of the 2017 fiscal year on June 30, 2017 and the full fiscal year 2017/18 ending June 30, 2018.

Findings on Measure GG Revenues and Expenditures (April 1, 2017 - June 30, 2018)

To ensure that the City is receiving all of the revenue it is owed from the Measure GG tax, the City has entered into a contract with HdL, an auditing firm from Diamond Bar, California, for audit and information services. HdL administers a system for monitoring sales and use tax receipts to identify and correct allocation errors that, once corrected, enhance their clients' revenues. The City engages HdL for similar services related to property tax and regular sales tax.

In FY 2016/17, the California State Board of Equalization distributed to the City Measure GG tax collected from merchants using a system of advances and true-up payments. Effective July 1, 2017, the advances and true-up payments will be distributed by the California Department of Tax and Fee Administration (CDTFA)

According to City records, the City received Direct Deposits from the Board of Equalization for the months of April, May, and June 2017 in the amount of $958,532 and for the month of July 2017 through June 30, 2018 in the amount of $4,354,929 totaling $5,313,461 as of the end of June 30, 2018. This includes advances and the quarterly true-up payments.

Per data provided by the City’s Financial Services department for the months of April, May, and June 2017, the expenditures that supported the Civic Center Project (the Project that Measure GG is funding) are $57,041. Of these expenditures it should be noted that the City paid a one-time fee of $6,648 from Measure GG funds to the California State Board of Equalization for the setup and implementation of the transactions and use tax.

For the Fiscal Year 2017/2018 starting in July 2017 to June 30, 2018, the expenditures that supported the Civic Center Project were $1,699,046. The total expenditures from the start of the Project in FY 2016/2017 to the end of Fiscal Year 2017/2018 is $1,756, 087.

Fiscal Year 2016/17 – Fiscal Year 2017/18 Measure GG Revenue and Expenditures

The City accounts for all of its resources by using generally accepted accounting principles and governmental fund accounting procedures.

The City has established a fund (052 - Measure GG Fund) to account for the Measure GG transaction use tax (TUT) revenues, and a project code (1188 - Measure GG Civic Center Project) under the Capital Improvement Projects Fund 401 to enable careful tracking of Measure GG revenues and expenditures.

Fiscal Year 2016-2017

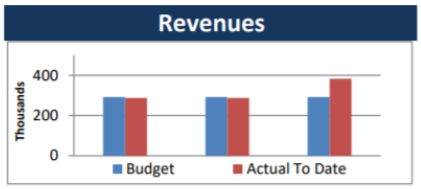
Civic Center Project Funding Summary

As of 06/30/2017

1/2 Cent Sales Tax Revenues

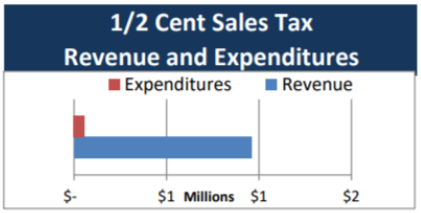
Month of Transaction	Month Received by City	Budget	Actual To Date
First Month - April-2017	June	$ 292,000	$ 287,932
May-2017	July	$ 292,000	$ 287,400
Jun-2017	August	$ 292,000	$ 383,200
Revenue Totals		$ 876,000	$ 958,532

** Each month is an estimate, months CDTFA will reconcile previous Quarter*



Expenditures from 1/2 Cent Sales Tax Fund

Vendor	Action	Estimate	Actual To Date
State Board of Equalization	Implementation Costs	$ 125,000	$ 6,648
Kier & Wright	Civic Center Site Survey	$ 43,615	$ 43,615
Valbridge Property Advisors	Appraisal Costs	$ 5,500	$ 5,024
Various	Misc Supplies	$	$ 1,753
Expenditure Totals		$ 174,115	$ 57,041



Fiscal Year 2017-2018

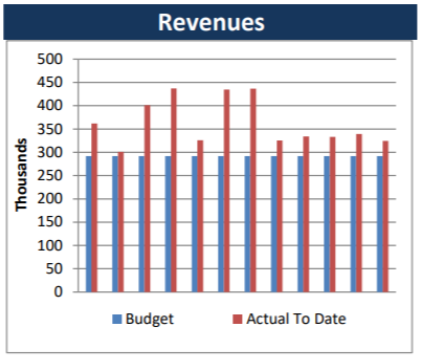
Civic Center Project Funding Summary

As of 06/30/2018

1/2 Cent Sales Tax Revenues

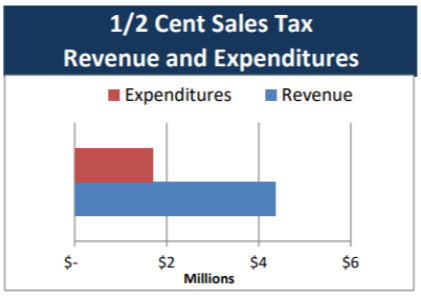
Month of Transaction	Month Received by City	Budget	Actual To Date
Jul-2017	September*	$ 292,000	$ 361,880
Aug-2017	October	$ 292,000	$ 300,800
Sep-2017	November	$ 292,000	$ 401,000
Oct-2017	December*	$ 292,000	$ 437,045
Nov-2017	January	$ 292,000	$ 326,100
Dec-2017	February	$ 292,000	$ 434,800
Jan-2018	March*	$ 292,000	$ 436,823
Feb-2018	April	$ 292,000	$ 325,500
Mar-2018	May	$ 292,000	$ 333,955
Apr-2018	June	$ 292,000	$ 332,889
May-2018	July	$ 292,000	$ 339,444
Jun-2018	August	$ 292,000	$ 324,693
Revenue Totals		$3,504,000	$ 4,354,929

** Each month is an estimate, months CDTFA will reconcile previous Quarter*



Expenditures from 1/2 Cent Sales Tax Fund

Vendor	Action	Estimate	Actual To Date
HdL	Audit Services Costs	$ -	$ 900
Heller Manus Architects	Schematic Design/Bridging Docs	$3,501,845	$ 1,668,312
G Bortolloto	Parking Lot	$ 7,512	$ 3,012
Paving Coating Co	Parking Lot	$ 4,500	$ 4,250
GeoCon	Geotechnical Services	$ 18,000	$ 18,583
Cotton Shires & Assoc.	Geotechnical Peer Review	$ 990	$ 1,755
Universe Corp.	Shipping Cost for Materials	$ -	$ 900
Various	Misc Supplies	$	$ 1,335
Expenditure Totals		$3,706,962	$ 1,699,046



Conclusions

At this time the Oversight Committee has no findings to comment on for the fiscal year ending on June 30, 2018. The Oversight Committee has found the City Staff to be transparent and forthcoming with data and answers to our questions. It currently has made no recommendations to the City to ensure that future revenues are expended effectively and efficiently.

Respectfully submitted,

Jim Lola
Chairperson
Measure GG Oversight Committee

City of Newark

MEMO

DATE: July 15, 2019

TO: City Council

FROM: Sheila Harrington, City Clerk

SUBJECT: Approval of Audited Demands for the City Council Meeting of July 25, 2019.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

Check Date		Check Numbers	
July 05, 2019	Page 1-2	118205 to 118254	Inclusive
July 11, 2019	Page 1-2	118255 to 118346	Inclusive

City of Newark

MEMO

DATE: July 15, 2019

TO: Sheila Harrington, City Clerk

FROM: Krysten Lee, Finance Manager

SUBJECT: Approval of Audited Demands for the City Council Meeting of July 25, 2019.

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

nal Disbursement List. Check Date 07/05/19, Due Date 07/15/19, Discount Date 07/15/19. Computer Checks.
nk 1001 US BANK

MICR eck#	Vendor Number	Payee	Check Date	Check Amount	Description
8205	10736	ABACUS PRODUCTS INC	07/05/19	65.85	PRINTING SVCS
8206	332	ADAMSON POLICE PRODUCTS	07/05/19	7.70	POLICE TRAINEE UNIFORMS
8207	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	07/05/19	1,692,974.42	FIRE SERVICES
8208	287	TREASURER OF ALAMEDA COUNTY GREGORY J AH	07/05/19	208.50	CRIME LAB FEES
8209	11362	ANNETTE PAREDES	07/05/19	21.98	EXPENSE REIMBURSEMENT
8210	9680	BAY CENTRAL PRINTING	07/05/19	63.78	BUSINESS CARD IMPRINTING
8211	1513	BURTON'S FIRE INC	07/05/19	539.23	FLEET SUPPLIES
8212	11550	CAL ENGINEERING & GEOLOGY, INC.	07/05/19	17,837.05	CIP #1192 SPORTSFIELD PARK GEOTECH SERVI
8213	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	07/05/19	3,076.31	TRAFFIC SIGNAL MAINTENANCE
8214	9572	ELSA CERVANTES	07/05/19	1,727.62	EXPENSE REIMBURSEMENT
8215	6304	CLASSIC GRAPHICS T & J LEWIS INC	07/05/19	220.24	FLEET SUPPLIES
8216	3751	BRYAN COBB	07/05/19	63.78	EXPENSE REIMBURSEMENT
8217	10060	COMCAST	07/05/19	111.91	CABLE BILL
8218	11544	COTTON, SHIRES AND ASSOCIATES, INC.	07/05/19	6,030.00	GEOTECHNICAL PEER REVIEW DEPOSIT
8219	10793	SELINA PANSOY	07/05/19	300.00	RENTAL DEPOSIT REFUND
8220	10793	YVONNE SCHAFER	07/05/19	300.00	RENTAL DEPOSIT REFUND
8221	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	07/05/19	1,337.50	CIP #1227: 2019 AC OVERLAY LEGAL AD
8222	10794	DUKE DE LEON	07/05/19	480.00	VIDEO RECORDING SERVICES
8223	7183	DEMARAY'S GYMNASTICS ACADEMY	07/05/19	861.60	RECREATION CONTRACT
8224	11081	DEPARTMENT OF GENERAL SERVICES DIVISION	07/05/19	118.50	CA STATE CASP FEES (AB1379)
8225	10725	STEVEN LOSIER	07/05/19	3,000.00	EE COMPUTER LOAN PROGRAM
8226	4731	EWING IRRIGATION PRODUCTS INC	07/05/19	10,437.29	LANDSCAPE SUPPLIES
8227	153	FOLGERGRAPHICS, INC	07/05/19	3,124.58	PRINT CITY NEWSLETTER
8228	7563	HILLYARD / SAN FRANCISCO	07/05/19	2,503.41	SUPPLIES
8229	10663	HOSE & FITTING ETC	07/05/19	4.52	MISC PARTS
8230	9604	JAMES MURRAY	07/05/19	218.48	EXPENSE REIMBURSEMENT
8231	11698	KRISTIN TRAN	07/05/19	503.40	RECREATION CONTRACT
8232	11272	NICHOLAS CUEVAS	07/05/19	108.11	EXPENSE REIMBURSEMENT
8233	11325	OFFICE RELIEF, INC.	07/05/19	1,257.91	CIP #1174:ERGO OFFICE CHAIRS (3)
8234	349	PACIFIC GAS & ELECTRIC	07/05/19	19,704.89	STREETLIGHTS AND TRAFFIC SIGNALS
8235	11555	PACKAGING CORPORATION OF AMERICA	07/05/19	729.49	STORAGE BOXES FOR EVID
8236	11322	PAPA JOHNS PIZZA	07/05/19	104.00	CAFE AND BIRTHDAY PARTY FOOD
8237	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	07/05/19	1,077.00	PEST CONTROL
8238	10729	PETTY CASH CUSTODIAN-CASHIER RAQUEL THOM	07/05/19	131.25	PETTY CASH REPLENISHMENT
8239	11640	PLAN JPA C/O BICKMORE	07/05/19	13,837.35	DEDUCTIBLE COSTS
8240	11376	QUINCY ENGINEERING INC	07/05/19	20,522.50	PROFESSIONAL ENGINEERING SERVICES FOR CE
8241	11578	ROBERT MOWAT ASSOCIATES	07/05/19	7,441.71	DOG PARKS DESIGN SERVICES (BIRCH GROVE A
8242	112	WILLE ELECTRICAL SUPPLY CO INC	07/05/19	340.47	LIGHT BULBS
8243	1603	CITY OF SAN LEANDRO FINANCE DEPT. ATTN:	07/05/19	1,050.00	ALAMEDA COUNTY LEADERSHIP ACADEMY
8244	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	07/05/19	175.00	DNS AND MAIL FILTERING
8245	11706	SNG & ASSOCIATES, INC.	07/05/19	7,693.50	ENGINEERING PLAN REVIEW AND INSPECTION S
8246	5384	SOUTHWEST INTERIORS INC	07/05/19	120.00	BASKETBALL HOOP PARTS
8247	503	STANDARD INSURANCE COMPANY	07/05/19	593.92	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG
8248	1765	TEMPERATURE TECHNOLOGY INC.	07/05/19	1,100.09	HVAC REPAIR
8249	11642	TIAA COMMERCIAL FINANCE, INC.	07/05/19	432.92	COPIER LEASE AGREEMENT (KBA)
8250	11644	TIREHUB, LLC.	07/05/19	2,578.10	TIRES
8251	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	07/05/19	261.24	PAYROLL PREMIUM - E0246926
8252	11487	VANIR CONSTRUCTION MANAGEMENT, INC.	07/05/19	23,131.00	CONSTRUCTION MANAGEMENT SERVICES FOR THE
8253	5623	VERIZON WIRELESS	07/05/19	684.45	VERIZON CELL SERVICE
8254	143	IDN WILCO	07/05/19	273.56	SUPPLIES

nal Disbursement List. Check Date 07/05/19, Due Date 07/15/19, Discount Date 07/15/19. Computer Checks.
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MICR eck#	Vendor Number	Payee	Check Date	Check Amount	Description
		Total		1,849,486.11	

.nal Disbursement List. Check Date 07/11/19, Due Date 07/22/19, Discount Date 07/22/19. Computer Checks.
ınk 1001 US BANK

MICR ıeck#	Vendor Number	Payee	Check Date	Check Amount	Description
.8255	11539	ACCESS INFORMATION HOLDINGS, LLC.	07/11/19	100.00	SHREDDING SVCS
.8256	4233	ALAMEDA COUNTY AUDITOR CONTROLLER	07/11/19	3,748.00	INVOICE FOR LAFCO COST
.8257	803	ACCOPSA JANE MANZO/ALAMEDA COUNTY SHERIF	07/11/19	500.00	ALCO CHIEFS OF POLICE MEMB
.8258	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	07/11/19	750.00	FLEET MAINTENANCE
.8259	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	07/11/19	1,178.00	CITATION PROCESSING FEES - MAY'19
.8260	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	07/11/19	1,076.00	POST PATROL TRAINING
.8261	284	ALAMEDA COUNTY INFORMATION TECHNOLOGY DE	07/11/19	3,892.26	AWS ACCESS FEE
.8262	5821	ALL CITY MANAGEMENT SERVICES, INC.	07/11/19	3,830.40	CROSSING GUARD SVCS
.8263	14	ALPINE AWARDS	07/11/19	704.44	TSHIRTS
.8264	11721	AMERICAN FLOOR MATS	07/11/19	952.03	OTS GRANT SUPPLIES
.8265	11227	GUSTAVO ARROYO	07/11/19	937.54	EXPENSE REIMBURSEMENT
.8266	11491	JASON AVERY	07/11/19	89.97	EXPENSE REIMBURSEMENT
.8267	10791	BAY AREA REPROGRAPHIC & SUPPLY INC	07/11/19	496.04	PLOTTER PAPER SUPPLY
.8268	4603	CENTER FOR SPECIALIZED VETERINARY CARE B	07/11/19	150.00	A/C EMERG VET SVCS
.8269	11083	BURKE, WILLIAMS & SORENSEN, LLP	07/11/19	715.50	LITIGATION & LEGAL CONSULTING
.8270	6533	CPCA	07/11/19	695.00	CA POLICE CHIEFS ASSOC MEMB
.8271	7439	CENTERVILLE LOCKSMITH	07/11/19	38.41	BUILDING SUPPLIES
.8272	214	CENTRAL VETERINARY HOSPITAL	07/11/19	783.13	VET SVCS
.8273	11498	CINDY CHIEN	07/11/19	6.03	EXPENSE REIMBURSEMENT
.8274	11413	CINDY K. HULL & ASSOCIATES FORENSIC CONS	07/11/19	62.50	LATENT PRINTS
.8275	4847	CNOA ATTN: JOHN MCCOY	07/11/19	45.00	NON POST PATROL TRAINING
.8276	3751	BRYAN COBB	07/11/19	2,817.76	EDUCATIONAL REIMBURSEMENT FOR BRYAN COBB
.8277	10060	COMCAST	07/11/19	74.60	CABLE SVCS
.8278	10793	EVELYN SHINODA	07/11/19	300.00	RENTAL DEPOSIT REFUND
.8279	10793	CYNTHIA RANDALL	07/11/19	94.00	TRIP REFUND
.8280	10793	SHRI GURU RAVIDAS SABHA BAY AREA	07/11/19	300.00	RENTAL DEPOSIT REFUND
.8281	10793	VENKATA GRIDDALURU	07/11/19	135.00	RENTAL DEPOSIT REFUND - MINUS EXTRA TIME
.8282	41	DALE HARDWARE	07/11/19	89.87	FLEET PARTS
.8283	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	07/11/19	322.00	FINGERPRINTING FEES
.8284	9511	DWYS, LLC - DAVID WANG	07/11/19	687.50	RECREATION CONTRACT
.8285	11015	EAST BAY LAWN MOWER	07/11/19	2,518.86	LAWN MOWER MAINTENANCE
.8286	4731	EWING IRRIGATION PRODUCTS INC	07/11/19	340.91	MISC PARK SUPPLIES
.8287	10642	FASTENAL COMPANY	07/11/19	210.17	FLEET SUPPLIES
.8288	9165	FOX VALLEY TECHNICAL COLLEGE	07/11/19	235.00	NON-POST PATROL TRAINING
.8289	5106	CITY OF FREMONT REVENUE DIVISION	07/11/19	1,250.00	NEWARK CASE MANAGEMENT
.8290	3886	FREMONT FLOWERS	07/11/19	99.39	GARDEN BOUQUET
.8291	11646	GACHINA LANDSCAPE MANAGEMENT, INC.	07/11/19	613.72	MISC LANDSCAPE REPAIRS
.8292	11636	JESSICA GURULE	07/11/19	5.61	EXPENSE REIMBURSEMENT
.8293	10999	GURUS EDUCATIONAL SERVICES RITU KHURANA	07/11/19	1,029.00	RECREATION CONTRACT
.8294	7563	HILLYARD / SAN FRANCISCO	07/11/19	220.67	SUPPLIES
.8295	1591	PHILIP H HOLLAND	07/11/19	200.00	RESERVE UNIF ALLOW
.8296	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	07/11/19	1,685.69	FLEET SUPPLIES
.8297	11490	LORENZO HOULE	07/11/19	875.58	EDUCATIONAL REIMBURSEMENT FOR LORENZO HO
.8298	7593	BRUCE HOWCROFT	07/11/19	200.00	RESERVE UNIF ALLOW
.8299	11566	PHALATSAMY HUYNH	07/11/19	1.97	EXPENSE REIMBURSEMENT
.8300	11443	HIROSHI ICHIMURA	07/11/19	891.00	RECREATION CONTRACT
.8301	11704	SARA KERNS	07/11/19	4.19	EXPENSE REIMBURSEMENT
.8302	11301	MYVAN KHUU-SEEMAN	07/11/19	132.60	EXPENSE REIMBURSEMENT
.8303	5069	KIDZ LOVE SOCCER	07/11/19	8,784.00	RECREATION CONTRACT
.8304	5884	TINA KNUTSON	07/11/19	177.00	EDUCATIONAL REIMBURSEMENT FOR TINA KNUTS
.8305	80	LYNN PEAVEY COMPANY	07/11/19	278.92	EVIDENCE SUPPLIES

MICR heck#	Vendor Number	Payee	Check Date	Check Amount	Description
18306	3518	MAD SCIENCE OF THE BAY AREA	07/11/19	350.00	FIRE & ICE SHOW FOR ASH STREET SUMMER PR
18307	11519	JOHN MATTOS	07/11/19	243.03	EXPENSE REIMBURSEMENT
18308	10710	MUNICIPAL CODE CORPORATION	07/11/19	450.00	ADMINISTRATIVE SUPPORT FEE
18309	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	07/11/19	3,438.20	FLEET PARTS
18310	10865	NEW IMAGE LANDSCAPE	07/11/19	390.00	PROJECT 1186B PARK AND LANDSCAPE SERVICE
18311	324	NEWARK CHAMBER OF COMMERCE	07/11/19	6,144.97	CHAMBER OF COMMERCE CHARGES
18312	3655	ROBERT NORVELL	07/11/19	1,480.79	EXPENSE REIMBURSEMENT
18313	11711	NUTRIEN AG SOLUTIONS	07/11/19	4,641.88	MISC PARK MATIERIALS
18314	11731	O.C. JONES & SONS, INC.	07/11/19	769,428.75	CIP #1192 SPORTSFIELD PARK AND SKATE PAR
18315	11399	OMAR PACHECO	07/11/19	943.64	EXPENSE REIMBURSEMENT
18316	349	PACIFIC GAS & ELECTRIC	07/11/19	63,440.07	CITY ELECTRICITY AND GAS
18317	11322	PAPA JOHNS PIZZA	07/11/19	2,993.00	ITEMS FOR CAFE AND BIRTHDAY PARTY OPERAT
18318	11216	PARK INK	07/11/19	1,029.32	MARKETING PROMOTIONAL ITEMS
18319	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	07/11/19	485.55	PETTY CASH REPLENISHMENT V#3078-3088
18320	10729	PETTY CASH CUSTODIAN-PUBLIC WORKS MYVAN	07/11/19	156.73	PETTY CASH REPLENISHMENT V#59-64
18321	10729	PETTY CASH CUSTODIAN-RECREATION JESSICA	07/11/19	464.48	PETTY CASH REPLENISHMENT V#1049-1060
18322	10729	PETTY CASH CUSTODIAN-MAINTENANCE/FRANKLI	07/11/19	81.69	PETTY CASH REPLENISHMENT V#1151-1153
18323	329	PHOENIX GROUP INFORMATION SYSTEMS	07/11/19	315.00	PARKING CITATION PROGRAM
18324	11591	PORTER RENTS, LLC.	07/11/19	38.04	EQUIPMENT RENTALS
18325	1772	POWER MAINTENANCE CORPORATION	07/11/19	1,950.00	DISPATCH UPS SYSTEM
18326	1935	PREFERRED ALLIANCE, INC.	07/11/19	65.00	NON-RANDOM DRUG TESTS
18327	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	07/11/19	188.77	POSTCARDS FOR GREEN INFRASTRUCTURE PROGR
18328	9337	ELIZABETH DANSIE, M.A., M.F.C.C. PSYCHOL	07/11/19	11,100.00	PSYCHOLOGICAL SVS FY 19/20
18329	11234	RAY MORGAN COMPANY	07/11/19	2,653.01	COPIER LEASE AGREEMENT
18330	11573	REYES COCA-COLA BOTTLING LLC.	07/11/19	799.69	CAFE AND BIRTHDAY DRINKS
18331	11635	RHOADES PLANNING GROUP, INC.	07/11/19	3,841.98	OLD TOWN SP
18332	11476	MEGHA SALPEKAR	07/11/19	951.50	RECREATION CONTRACT
18333	10916	SAN MATEO COUNTY FORENSIC LAB ATTN: FISC	07/11/19	1,055.52	CRIME LAB FEES
18334	11297	SOFT RESOURCES LLC	07/11/19	2,100.00	FINANCE SOFTWARE EVALUATION
18335	11533	ST. FRANCIS ELECTRIC. LLC.	07/11/19	19,638.00	STREETLIGHT MAINTENANCE
18336	40	STAPLES ADVANTAGE DEPT LA	07/11/19	3,096.40	OFFICE SUPPLIES
18337	11535	ANNE STEDLER	07/11/19	186.25	EXPENSE REIMBURSEMENT
18338	11713	SURF TO SNOW ENVIRONMENTAL RESOURCE MANA	07/11/19	15,500.00	STORMWATER INSPECTION SERVICES
18339	10950	THIRD DEGREE COMMUNICATIONS, INC	07/11/19	375.00	POST PATROL TRAINING
18340	5246	TURF STAR, INC.	07/11/19	1,161.78	EQUIPMENT/TOOLS
18341	7517	U S FOODS INC SAN FRANCISCO	07/11/19	363.36	CAFE FOOD AND DRINK SUPPLIES
18342	363	UNITED STATES POSTMASTER	07/11/19	2,606.00	POSTAGE FOR FALL REC GUIDE
18343	11585	V5 SYSTEMS INC.	07/11/19	643.68	TECHNOLOGY NEEDS/MAINT
18344	5623	VERIZON WIRELESS	07/11/19	7,766.26	IPHONE SVC
18345	5623	VERIZON BUSINESS SERVICES	07/11/19	613.05	CELL SVC FOR MDT'S
18346	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	07/11/19	37,846.43	WORKERS COMPENSATION CLAIMS #NEWAR-0630
		Total		1,016,342.08	