CITY OF NEWARK
CITY COUNCIL

City Administration Building, City Council Chambers

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

AGENDA

Thursday, April 10, 2025
7:00 P.M.

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

A. ROLL CALL

B. PRESENTATIONS

1. Proclaim April 6th to April 12th as National Crime Victims' Rights Week

2. Proclaim April as Fair Housing Month

3. Supervisor Márquez Community Update on Alameda County District 2

C. PUBLIC COMMENT

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

D. CONSENT CALENDAR

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

1. Approval of Audited Demands

2. Approval of March 27, 2025, minutes

3. Adopt a resolution to (1) amend the Employee Classification Plan to add the class specification of Communications & Public Engagement Manager; (2) amend the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employees Group to add the classification and salary range for the Communications & Public Engagement Manager and increase salaries related to engineering positions; (3) amend the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5; and (4) amend the 2024-2026 Biennial Budget and Capital Improvement Plan to reflect these changes, add one full-time Management Analyst II, and upgrade one full-time Junior Engineer position to Associate Civil Engineer

4. Adopt a resolution approving Amendment No. 2 to the Contractual Services Agreement with Francisco & Associates, Inc. for the administration of the City's Landscaping and Lighting Districts and other Special Financing District Administration Services

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Adopt a resolution approving an Alternate Means of Compliance for the Thornton Avenue Apartments Project to provide 58 units for low-income households in lieu of payment of an affordable housing fee for a project consisting of 59 residential rental units (APNS: 92A-919-16-2, 92A-919-17-2, 92A-919-18). Exempt from the CEQA per CEQA Guidelines Sections 15332

2. Newark Resource Center update

G. CITY MANAGER UPDATES

H. CITY COUNCIL MATTERS

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

I. CLOSED SESSION

J. ADJOURNMENT

MEETING INFORMATION

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

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

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

Zoom will no longer be available for public participation unless required by Assembly Bill 2449. Should a Council Member or the Mayor attend the meeting via Zoom.com pursuant to Assembly Bill 2449, then the Webinar ID No. 897 7168 9793 will be activated. The Mayor will make an announcement at the beginning of the meeting that the City will be allowing public comment via Zoom. Raise your virtual hand to notify the City Clerk that you would like to speak during the item that you wish to speak on.

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

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

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

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

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

Executive Team Members

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

STAFF REPORT

Item B. 1.

DATE	04/10/2025
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Proclaim April 6th to April 12th as National Crime Victims' Rights Week

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A proclamation has been prepared declaring April 6th to April 12th as National Crime Victims' Rights Week. This proclamation recognizes the efforts being made to assist crime victim survivors. A representative from the Alameda County District Attorney's Office Victim-Witness Assistance Division will accept the proclamation.

Attachments

Proclamation

PROCLAMATION NO. 1934

NATIONAL CRIME VICTIMS' RIGHTS WEEK

WHEREAS, more than 26 million people become victims of crime each year, and these crimes affect family members, friends, neighbors, and co-workers. The Alameda County Victim-Witness Assistance Division is dedicated to ensuring the rights of crime victims and their families by providing services to aid in their recovery from the emotional, psychological, social, and economic impact of crime as they reclaim their sense of safety, well-being, and dignity. The Victim-Witness Division staff assists victims of crime without regard to a person's race, gender, religion, nationality, sexual orientation, gender identity or immigration status; and

WHEREAS, the Alameda County District Attorney's Office Victim-Witness Assistance Program was the first such program established in 1974 , beginning with one Victim Advocate. Today, the Alameda County District Attorney's Office employs more than 50 individuals dedicated to working with victims of crime; and

WHEREAS, in 1984, the Crime Victims Fund was established by the Victims of Crime Act to provide a permanent source of support for crime victim services and compensation. Alameda County District Attorney's Office Victim-Witness Assistance Division partners with survivors, community service providers, criminal justice professionals and victims to enhance a criminal justice system response that is accessible, culturally competent, and appropriate for all victims of crime; and

WHEREAS, in 2024, the Alameda County District Attorney's Office Victim-Witness Assistance Division provided over 2,112 services to more than 324 crime victims in Newark, including survivors of homicide, human trafficking, crimes against elders and dependent adults, sexual assault, domestic violence, robbery and other crimes. For victims of crime without independent financial means, the District Attorney's office facilitated financial support through the Victim Compensation Program; and

WHEREAS, National Crime Victims' Rights Week provides an opportunity to celebrate the energy, creativity and commitment of advocates for victims' rights;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim April 6 - 12, 2025, as

NATIONAL CRIME VICTIMS' RIGHTS WEEK

and reaffirm the commitment to respect and enforce victims' rights and address their needs and express our appreciation for those victims of crime who have turned personal tragedy into a motivating force to improve the response to victims of crime and build a more just community.

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

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 2.

DATE	04/10/2025
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Proclaim April as Fair Housing Month

This year is the 57th anniversary of the passage of the Fair Housing Act, the landmark civil rights law signed by President Lyndon B. Johnson that made discrimination in housing transactions unlawful. The Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, and familial status. A proclamation has been prepared proclaiming April as Fair Housing Month and will be presented to a member of the Bay East Association of REALTORS® and a representative from ECHO Housing.

Attachments

Proclamation Realtors

Proclamation Echo Housing

PROCLAMATION NO. 1931

FAIR HOUSING MONTH

WHEREAS, the Fair Housing Act, enacted into federal law on April 11, 1968, established a national policy of fair housing with a goal of eliminating racial segregation and ending housing discrimination for all who live in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination based on race, color, religion, sex, disability, familial status, and national origin; and

WHEREAS, fair housing is a positive community good, benefiting the environment and our social fabric; and

WHEREAS, the City of Newark is a community of inclusion strengthened by its diversity, and acts of housing discrimination and barriers to equal housing opportunity violate our shared value of decency and fairness; and

WHEREAS, fair housing is integral to the ethical commitment of members of the National Association of REALTORS® and is critical to the ability of all real estate professionals to serve their clients, customers and communities.

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim April 2025 as

FAIR HOUSING MONTH

in Newark and recognize the City of Newark as an inclusive community committed to fair housing and further advocate for equal opportunities for all residents and prospective residents of Newark.

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

MICHAEL K. HANNON
Mayor

PROCLAMATION NO. 1940

FAIR HOUSING MONTH

WHEREAS, the Fair Housing Act, enacted into federal law on April 11, 1968, established a national policy of fair housing with a goal of eliminating racial segregation and ending housing discrimination for all who live in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination based on race, color, religion, sex, disability, familial status, and national origin; and

WHEREAS, fair housing is a positive community good, benefiting the environment and our social fabric; and

WHEREAS, the City of Newark is a community of inclusion strengthened by its diversity, and acts of housing discrimination and barriers to equal housing opportunity violate our shared value of decency and fairness; and

WHEREAS, the Eden Council for Hope and Opportunity (ECHO Housing) was founded in 1964 and incorporated in 1965 by community volunteers dedicated to equal housing opportunities and the prevention and elimination of homelessness; and

WHEREAS, ECHO Housing's primary service component continues to be equal housing access, reaching over 3,000 clients per year with housing information, referrals, and assistance and in recent years adding services directed to intervention and prevention of homelessness;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim April 2025 as

FAIR HOUSING MONTH

in Newark and recognize the City of Newark as an inclusive community committed to fair housing and further advocate for equal opportunities for all residents and prospective residents of Newark.

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

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 3.

DATE	04/10/2025
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Supervisor Márquez Community Update on Alameda County District 2

Supervisor Márquez Community Update on Alameda County District 2, including investments in City of Newark organizations and regional impacts.

Attachments

Presentation



Alameda County District 2

SUPERVISOR ELISA MÁRQUEZ

Connecting, Engaging, Serving

Hayward, Union City, Newark, Portions of Fremont







PUBLIC SERVICE TIMELINE

- September 2004 - July 2014
  - Human Services Commission
  - Planning Commission
- July 2014
  - Appointed to Hayward City Council
- June 2016
  - Elected to Hayward City Council
- November 2020
  - Re-Elected to Hayward City Council
- April 2023
  - Appointed to Alameda County Board of Supervisors Office
- March 2024
  - Elected to Alameda County Board of Supervisors Office



ALAMEDA COUNTY OVERVIEW

Established in 1853, Alameda County is home to 1.6 million people as of January 2024. The County is the arm of local government that provides for the basic needs of vulnerable populations and for countywide health and human services. The County also provides fire and library services for the City of Newark.



ALAMEDA COUNTY BOARD OF SUPERVISORS

- Governing body for Alameda County, consisting of five (5) elected supervisors representing different districts.
- Sets policies, approves budgets, and makes decisions affecting countywide services.
- Supervisors are elected by voters within their respective districts.
    - Elections are held during the statewide primary and general election cycles.
    - Candidates must reside in the district they seek to represent.



D2 INVESTMENTS IN NEWARK

- Total community grants to Newark since January 2024: 11

- Total community grant amount for Newark since January 2024: $93,902

Organizations located in Newark that received District 2 grants in 2024:

- Newark Unified School District
- Solid Rock
- Newark Little League
- League of Volunteers
- Viola Blythe
- Ohlone Humane Society
- Avanzando
- Newark Rotary Foundation

REGIONAL IMPACT

ST. ROSE HOSPITAL SAVED

Essential Healthcare Access: St. Rose Hospital provides critical safety-net services, accepting all patients regardless of their ability to pay. It serves approximately 400,000 residents annually within a 15-mile radius.

Southern Alameda County's Only Safety-Net ER: The hospital is the sole provider of emergency room services in Hayward, catering to surrounding areas including the City of Newark.

Impact of Saving St. Rose Hospital: ~28,000 ER patient visits would no longer need to be diverted to other facilities, avoiding immense pressure on neighboring hospitals and keeping healthcare access to underserved populations.

As of Friday, November 1, 2024
St. Rose Hospital is now an affiliate of
Alameda Health System















REGIONAL IMPACT

SCIENCE IN THE PARK

Fostering interest and support for STEAM education: Science in the Park is a biennial science fair event created by the late Supervisor Richard Valle. It engages the community to learn more about STEAM (Science, Technology, Engineering, Arts, Math) education through 100+ interactive activities created in partnership with dozens of local organizations, educators, and government agencies.

Raising funds for schools in District 2: At each event, Science in the Park donates funding to the schools foundations in District 2. In the 2024 event, $10,000 was raised for District 2 schools.

On Saturday, October 5, 2024, we successfully put on the 7th Science in the Park event at Cal State East Bay with an estimated 3,500 attendees and $5000 raised for the Newark Educational Foundation.







REGIONAL IMPACT

RAISING LEADERS

- Raising Leaders is a workshop and internship model created by the Hayward Adult School and expanded countywide to give at-risk youth an opportunity to hear from leaders within our community and gain hands-on paid work experience.
- **District 2 raised over $1.1 Million for Raising Leaders.**
- Raising Leaders have expanded to over 25 schools across the county.
    - **Bridgepoint Continuation High School in Newark has been a partner with Raising Leaders for over 3 years.**
- Currently transitioning to serve 200 students per year and employing 120 students per year.
    - **In Newark, 11 students have completed the workshops for the fall 2024 Workshop Cohort and 5 students were selected for 2025 internships.**
- To date, over 30 students have been hired in either County, City, or District positions.





STAY IN TOUCH!

Alameda County provides many safety-net services including mental health services, senior services, and local government services.

Contact us for help or more information on programs such as Medi-Cal, CalFresh, and topics such as property taxes, affordable housing, and more!

Oakland: 510-272-6692

District: 510-670-6150

district2@acgov.org

www.district2.acgov.org

/SupervisorElisaMarquez

@Supervisor_ElisaMarquez

Sign up for our newsletters at:

district2.acgov.org/email-subscriptions/



EFEOSA ORHUE
FIELD REPRESENTATIVE



RODNEY LOCHE
DISTRICT DIRECTOR



STAFF REPORT

Item D. 1.

DATE	04/10/2025
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 03.13.25
Audited Demands 03.20.25

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 03/13/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Check	03/13/2025	13476	Accounts Payable	ABC FIRE PROTECTION, INC.		1,323.85
	Invoice		Date	Description	Check Sort Code	Amount
	68118		02/06/2025	FIRE EXTINGUISHER MAINTENANCE 2/6/25		1,323.85
Check	03/13/2025	13477	Accounts Payable	ADAMSON POLICE PRODUCTS		1,764.71
	Invoice		Date	Description	Check Sort Code	Amount
	INV429608		02/19/2025	RECRUITMENT UNIFORMS AND ACCESSORIES - JOU		957.63
	INV429606		02/19/2025	RECRUITMENT UNIFORMS AND ACCESSORIES - BENJAMIN		807.08
Check	03/13/2025	13478	Accounts Payable	AFLAC		1,106.24
	Invoice		Date	Description	Check Sort Code	Amount
	039083		03/04/2025	AFLAC - FEBRUARY 2025 PREMIUMS		1,106.24
Check	03/13/2025	13479	Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		2,134.66
	Invoice		Date	Description	Check Sort Code	Amount
	1128-013125		02/03/2025	ACWD HYDRANT 11/28-01/31/25		2,134.66
Check	03/13/2025	13480	Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		12,337.24
	Invoice		Date	Description	Check Sort Code	Amount
	99109		02/19/2025	SCHOOL CROSSING GUARD SVCS 02/02-02/15/25		7,980.16
	97683		12/11/2024	SCHOOL CROSSING GUARD SVCS 11/24-12/07/25		4,357.08
Check	03/13/2025	13481	Accounts Payable	ALLIED AUTO STORES INC		1,456.63
	Invoice		Date	Description	Check Sort Code	Amount
	FEB'25		02/28/2025	ALLIED-FLEET SUPPLIES 02/03-02/27/25		1,456.63
Check	03/13/2025	13482	Accounts Payable	ALPINE AWARDS INC		7,080.08
	Invoice		Date	Description	Check Sort Code	Amount
	6110372		02/13/2025	DEPARTMENT UNIFORMS		6,502.80
	6110561		03/03/2025	POLOS & JACKET - J.MASTERS		577.28
Check	03/13/2025	13483	Accounts Payable	ARUP		63,278.52
	Invoice		Date	Description	Check Sort Code	Amount
	5006-2403614		12/05/2024	SEA LEVEL RISE VULNERABILITY 10/24		63,278.52
Check	03/13/2025	13484	Accounts Payable	ASCENT ENVIRONMENTAL, INC.		3,387.50
	Invoice		Date	Description	Check Sort Code	Amount
	20230149.01-11		02/11/2025	CLIMATE ACTION PLAN DEVELOPMENT 01/25		3,387.50

Check	03/13/2025	13485	Accounts Payable	BAVCO		185.84
	Invoice		Date	Description	Check Sort Code	Amount
	317390		02/20/2025	IRRIGATION SUPPLIES-RBR KIT		185.84
Check	03/13/2025	13486	Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION		1,928.00
	Invoice		Date	Description	Check Sort Code	Amount
	FEBRUARY282025		02/28/2025	OFFICIATING FOR BASKETBALL AND VOLLEYBALL GAMES FOR FEBRUARY '25		1,928.00
Check	03/13/2025	13487	Accounts Payable	STATE DISBURSEMENT UNIT		1.38
	Invoice		Date	Description	Check Sort Code	Amount
	PPE 3.1.25		03/04/2025	GARNISH - CASE 200000002128365 - 2/16/25-3/1/25		1.38
Check	03/13/2025	13488	Accounts Payable	BEACON VETERINARY SPECIALISTS		1,007.77
	Invoice		Date	Description	Check Sort Code	Amount
	199936		01/15/2025	VET SVCS 01/15/25		707.77
	199766		02/15/2025	VET SVCS 01/11/25		150.00
	200063		02/15/2025	VET SVCS 01/20/25		150.00
Check	03/13/2025	13489	Accounts Payable	CITY OF FREMONT		10,604.52
	Invoice		Date	Description	Check Sort Code	Amount
	337622		02/13/2025	SACGISA PROGRAM MAINTENANCE 02/13/25		3,456.52
	337621		02/13/2025	SACGISA PROGRAM MAINTENANCE 02/13/25		7,148.00
Check	03/13/2025	13490	Accounts Payable	COMCAST		1,728.65
	Invoice		Date	Description	Check Sort Code	Amount
	8821-032825		02/24/2025	TELEVISION & PUBLIC WIFI ACCESS 03/01-03/28/25		1,728.65
Check	03/13/2025	13491	Accounts Payable	CONSOR NORTH AMERICA, INC.		10,171.75
	Invoice		Date	Description	Check Sort Code	Amount
	N16N131CA.00-48		01/31/2025	CENTRAL AVE OVERPASS DESIGN SERVICES, PRJ 1014 12/01-12/31/24		10,171.75
Check	03/13/2025	13492	Accounts Payable	CSMFO		150.00
	Invoice		Date	Description	Check Sort Code	Amount
	300016157		11/12/2024	FY25 MEMBERSHIP DUES MANAGEMENT - I. QUON		150.00
Check	03/13/2025	13493	Accounts Payable	CSW I ST2		21,980.75
	Invoice		Date	Description	Check Sort Code	Amount
	2501086		01/31/2025	DESIGN SERVICES FOR OLD TOWN STREETSCAPE IMPROVEMENTS 12/24		21,980.75
Check	03/13/2025	13494	Accounts Payable	CUMMING MANAGEMENT GROUP, INC.		10,786.00
	Invoice		Date	Description	Check Sort Code	Amount
	163264		01/31/2025	CONSTRUCTION MANAGEMENT SERVICES 01/25		10,786.00
Check	03/13/2025	13495	Accounts Payable	DELTA DENTAL OF CALIFORNIA		18,011.77
	Invoice		Date	Description	Check Sort Code	Amount
	BE006468074		03/04/2025	DELTA PPO & BUY UP - MARCH 2025 PREMIUMS		18,011.77
Check	03/13/2025	13496	Accounts Payable	DELTA DENTAL INSURANCE COMPANY		164.51
	Invoice		Date	Description	Check Sort Code	Amount
	BE006466344		03/04/2025	DELTA CARE - MARCH 2025 PREMIIUMS		164.51

Check	03/13/2025	13497	Accounts Payable	FEDEX	17.15

Invoice	Date	Description	Check Sort Code	Amount
8-784-68411	02/28/2025	PACKAGE DELIVERY 2/18/25		17.15

Check	03/13/2025	13498	Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED	2,317.87

Invoice	Date	Description	Check Sort Code	Amount
166705103	03/04/2025	EYEMED - MARCH 2025 PREMIUMS		2,288.91
166686096	03/04/2025	EYEMED COBRA - MARCH 2025 PREMIUMS		28.96

Check	03/13/2025	13499	Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT	750.00

Invoice	Date	Description	Check Sort Code	Amount
441932	10/30/2024	CATALYTIC CONVERTER 10/30/24		200.00
444770	01/15/2025	CATALYTIC CONVERTER SERVICE 01/15/25		275.00
444771	01/15/2025	CATALYTIC CONVERTER SERVICE 01/15/25		275.00

Check	03/13/2025	13500	Accounts Payable	GEOCON CONSULTANTS, INC.	425.00

Invoice	Date	Description	Check Sort Code	Amount
225010376	02/18/2025	ON-CALL MATERIAL TESTING SERVICES THRU 01/26/25		425.00

Check	03/13/2025	13501	Accounts Payable	GHD INC.	853.53

Invoice	Date	Description	Check Sort Code	Amount
380-0065011	02/05/2025	TASK ORDER NO. 4 - NEWARK QUIET ZONES 01/25		853.53

Check	03/13/2025	13502	Accounts Payable	GRAINGER	882.80

Invoice	Date	Description	Check Sort Code	Amount
9415470997	02/21/2025	SILLIMAN POOL PUMP MOTOR		882.80

Check	03/13/2025	13503	Accounts Payable	HIROSHI ICHIMURA	3,913.20

Invoice	Date	Description	Check Sort Code	Amount
010425022225	02/28/2025	KENDO CLASSES 01/04-02/22/25		3,913.20

Check	03/13/2025	13504	Accounts Payable	IDN WILCO	1,144.01

Invoice	Date	Description	Check Sort Code	Amount
10736188-00	03/07/2025	BLDG MASTER WAFER, KEY LOOK ALIKE AND DEGREASER		101.64
10736499-00	03/07/2025	BLDG PADLOCK		1,042.37

Check	03/13/2025	13505	Accounts Payable	SPECTRUM CANINE	900.00

Invoice	Date	Description	Check Sort Code	Amount
0006318	03/03/2025	K9 TRAINING FEBRUARY 2025		900.00

Check	03/13/2025	13506	Accounts Payable	ITERIS, INC.	33,685.00

Invoice	Date	Description	Check Sort Code	Amount
178062	02/19/2025	TRAFFIC SIGNAL INTERCONNECT PROJECT #1361 01/01-01/31/25		22,505.00
177202	01/22/2025	TRAFFIC SIGNAL INTERCONNECT PROJECT #1361 12/01-12/31/24		11,180.00

Check	03/13/2025	13507	Accounts Payable	KNORR SYSTEMS INTERNATIONAL	760.05

Invoice	Date	Description	Check Sort Code	Amount
261873	02/20/2025	CARBON DIOXIDE REFILL 02/14/25		760.05

Check	03/13/2025	13508	Accounts Payable	LIFESAVERS CONFERENCE, INC	775.00

	Invoice	Date	Description	Check Sort Code	Amount
	0308-031125MF	03/06/2025	LIFESAVERS CONFERENCE 2025 OFCR FRENTESCU 03/08-03/11/25		775.00
Check	03/13/2025	13509 Accounts Payable	LOOMIS		338.66
	Invoice	Date	Description	Check Sort Code	Amount
	13685399	02/28/2025	ARMORED CAR SERVICE - 02/25		338.66
Check	03/13/2025	13510 Accounts Payable	LPC SERVICES, INC.		534.00
	Invoice	Date	Description	Check Sort Code	Amount
	79323	02/25/2025	PEST SERVICES - CITY HALL #102699 2/25/25		267.00
	78791	01/21/2025	PEST SERVICES - CITY HALL #102699 1/21/25		267.00
Check	03/13/2025	13511 Accounts Payable	LYNX TECHNOLOGIES INC		300.00
	Invoice	Date	Description	Check Sort Code	Amount
	10362	03/03/2025	GIS PROFESSIONAL SERVICES JAN - FEB 2025		300.00
Check	03/13/2025	13512 Accounts Payable	OFRS, INC		18,440.00
	Invoice	Date	Description	Check Sort Code	Amount
	3962	02/25/2025	HOMELESS ABATEMENT 01/09/25 & 02/13/25		18,440.00
Check	03/13/2025	13513 Accounts Payable	PACIFIC GAS & ELECTRIC		27,043.30
	Invoice	Date	Description	Check Sort Code	Amount
	2305-013025	01/30/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/24-01/23/25		137.19
	7786-021925	02/19/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 01/15-02/12/25		16,127.56
	9045-013125	01/31/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/24-01/23/25		305.83
	1859-020325	02/03/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/27-01/27/25		3,304.47
	3926-020325	02/03/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/27-01/27/25		133.26
	0552-013025	01/30/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/25-01/24/25		95.30
	7460-011625	01/16/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 11/22-12/23/24		3,351.50
	7460-021225	02/12/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 12/24-01/23/25		3,588.19
Check	03/13/2025	13514 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.		24,334.02
	Invoice	Date	Description	Check Sort Code	Amount
	4670	02/07/2025	PRJ MANAGEMENT SVCS - CENTRAL AVE OVERPASS PRJ 01/01-01/31/25		23,428.13
	4671	02/07/2025	ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES 01/01-01/31/25		905.89
Check	03/13/2025	13515 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS		563.95
	Invoice	Date	Description	Check Sort Code	Amount
	012025101	02/19/2025	PARKING CITATION PROGRAM JANUARY 2025		563.95
Check	03/13/2025	13516 Accounts Payable	PUBLIC SAFETY FAMILY COUNSELING GROUP, INC.		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	0304-030725ST	02/12/2025	CRITICAL INCIDENT STRESS MANAGEMENT 03/04-03/07/25		500.00
Check	03/13/2025	13517 Accounts Payable	R&J TRAILERS, INC.		17,269.14
	Invoice	Date	Description	Check Sort Code	Amount
	5246	12/06/2024	TRAILER OUTFITTING 12/06/24		17,269.14
Check	03/13/2025	13518 Accounts Payable	JOSE RODRIGUEZ		35.26
	Invoice	Date	Description	Check Sort Code	Amount

	031025EXP	03/10/2025	SUPPLIES-PIPE TAPE AND SEAL TAPE		35.26
Check	03/13/2025	13519 Accounts Payable	SAVAGE TRAINING GROUP LLC		459.00
	Invoice	Date	Description	Check Sort Code	Amount
	0908-090925FH	02/12/2025	CRITICAL INCIDENT RESPONSE 09/08-09/09/25		459.00
Check	03/13/2025	13520 Accounts Payable	SHOBNA SHARMA		159.00
	Invoice	Date	Description	Check Sort Code	Amount
	0211-031125EXP	03/06/2025	DIGITAL PHOTOGRAPHY COURSE 02/11-03/11/25		159.00
Check	03/13/2025	13521 Accounts Payable	ST. FRANCIS ELECTRIC, LLC		21,259.20
	Invoice	Date	Description	Check Sort Code	Amount
	24054512	01/31/2025	TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE - 01/31/25		4,379.20
	24054511	01/31/2025	TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE - 01/31/25		7,875.00
	24054506	11/30/2024	TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE - 11/30/24		380.00
	24054507	11/30/2024	TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE - 11/30/24		8,625.00
Check	03/13/2025	13522 Accounts Payable	STANDARD INSURANCE COMPANY		1,586.54
	Invoice	Date	Description	Check Sort Code	Amount
	MARCH 2025	03/04/2025	STANDARD - MARCH 2025 PREMIUMS		1,586.54
Check	03/13/2025	13523 Accounts Payable	STAPLES		531.02
	Invoice	Date	Description	Check Sort Code	Amount
	7004149813	02/15/2025	OFFICE SUPPLIES 12/09/24; 01/30-02/12/25 (APS #25-24)		531.02
Check	03/13/2025	13524 Accounts Payable	THE ECOHERO SHOW LLC		1,200.00
	Invoice	Date	Description	Check Sort Code	Amount
	2868	01/31/2025	RECYCLING AND WASTE REDUCTION OUTREACH TO SCHOOLS 01/25		1,200.00
Check	03/13/2025	13525 Accounts Payable	TMT ENTERPRISES INC		1,036.66
	Invoice	Date	Description	Check Sort Code	Amount
	22701	02/17/2025	PAC-BELL 2.0 INFIELD MIX		1,036.66
Check	03/13/2025	13526 Accounts Payable	FREMONT ALARM		124.87
	Invoice	Date	Description	Check Sort Code	Amount
	41424	03/10/2025	SERVICE CALL TO REPLACE BATTERIES AT HISTORICAL SALOON 03/07/25		124.87
Check	03/13/2025	13527 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO		73,637.62
	Invoice	Date	Description	Check Sort Code	Amount
	2025-0201	02/28/2025	JANITORIAL SERVICES - CITYWIDE FEBRUARY 2025		36,818.81
	2025-0101	01/31/2025	JANITORIAL SERVICES - CITYWIDE JANUARY 2025		36,818.81
Check	03/13/2025	13528 Accounts Payable	VORTEX INDUSTRIES, LLC		10,612.40
	Invoice	Date	Description	Check Sort Code	Amount
	43-1784806	02/19/2025	LIBRARY HERCULITE DOOR REPAIR 2/19/25		4,783.60
	43-1784800	02/17/2025	CITY HALL AND PD ALUMINUM DOOR REPAIR 2/17/25		2,160.25
	43-1784797	02/17/2025	SILLIMAN ALUMINUM DOOR REPAIR 2/17/25		3,333.55
	43-1784803	02/11/2025	PD ALUMINUM DOOR REPAIR 2/11/25		335.00
Check	03/13/2025	13529 Accounts Payable	VSS INTERNATIONAL, INC.		166,081.25
	Invoice	Date	Description	Check Sort Code	Amount

	20019775R	01/31/2025	RETENTION PAYMENT, PROJECT 1254			81,389.01
	20019925RR	01/23/2025	RETENTION PAYMENT, PROJECT 1301			84,692.24
Check	03/13/2025	13530 Accounts Payable	GRAY-BOWEN-SCOTT			7,957.00
	Invoice	Date	Description		Check Sort Code	Amount
	22546	12/30/2024	GRANT MANAGEMENT SERVICES 10/24			1,372.00
	22575	01/21/2025	GRANT MANAGEMENT SERVICES 12/24			3,510.00
	22618	02/20/2025	GRANT MANAGEMENT SERVICES 01/25			3,075.00
Check	03/13/2025	13531 Accounts Payable	WIND , CATHERINE			7.00
	Invoice	Date	Description		Check Sort Code	Amount
	738397	03/03/2025	REFUND ON MEAL EVENT - ACCIDENTALLY REGISTERED			7.00
EFT	03/13/2025	1455 Accounts Payable	GHA TECHNOLOGIES INC (ACH)	122100024 / 836623900		2,748.23
	Invoice	Date	Description		Check Sort Code	Amount
	11456649	02/06/2025	APC SMART-UPS			2,748.23
EFT	03/13/2025	1456 Accounts Payable	METROPOLITAN PLANNING GROUP	121042882 / 2016189470		1,562.50
	Invoice	Date	Description		Check Sort Code	Amount
	2004919	02/18/2025	CEQA REVIEW FOR THE PROLOGIS PROJECT - SVCS THRU 01/31/25			1,562.50
EFT	03/13/2025	1457 Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245		38,676.41
	Invoice	Date	Description		Check Sort Code	Amount
	13815	01/31/2025	LEGAL SERVICES THROUGH JANUARY 31, 2025			1,606.00
	13817	01/31/2025	LEGAL SERVICES THROUGH JANUARY 31, 2025			918.00
	13818	01/31/2025	LEGAL SERVICES THROUGH JANUARY 31, 2025			15,477.38
	13819	01/31/2025	LEGAL SERVICES THROUGH JANUARY 31, 2025			2,240.00
	13821	01/31/2025	LEGAL SERVICES THROUGH JANUARY 31, 2025			7,514.50
	13822	01/31/2025	LEGAL SERVICES THROUGH JANUARY 31, 2025			4,704.00
	13823	01/31/2025	LEGAL SERVICES THROUGH JANUARY 31, 2025			5,018.00
	13824	01/31/2025	LEGAL SERVICES THROUGH JANUARY 31, 2025			782.00
	13828	01/31/2025	LEGAL SERVICES THROUGH JANUARY 31, 2025			416.53
EFT	03/13/2025	1458 Accounts Payable	STANTEC CONSULTING SERVICES INC (ACH)	111000012 / 3752096026		6,585.00
	Invoice	Date	Description		Check Sort Code	Amount
	2356126	02/20/2025	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 01/31/25			6,585.00

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 60	$640,596.01
Checks:	56	$591,023.87	
EFTs:	4	$49,572.14	

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 03/20/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	03/20/2025	13532	Accounts Payable	ACCESS		152.90
	Invoice		Date	Description	Check Sort Code	Amount
	11455233		02/28/2025	SHREDDING SVCS FEBRUARY 2025		152.90
Check	03/20/2025	13533	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,337.56
	Invoice		Date	Description	Check Sort Code	Amount
	2024-25-261		03/13/2025	FIRE TRUCK REPAIR-252 AND 241N 03/13/25		1,337.56
Check	03/20/2025	13534	Accounts Payable	AMERICAN NATIONAL RED CROSS		259.70
	Invoice		Date	Description	Check Sort Code	Amount
	22762222		02/26/2025	SHALLOW WATER LIFEGUARDING CERTIFICATION 02/22/25		259.70
Check	03/20/2025	13535	Accounts Payable	AT&T		101.89
	Invoice		Date	Description	Check Sort Code	Amount
	2300-03012025		03/01/2025	CAPTION LISTING - 03/01-03/31/2025		101.89
Check	03/20/2025	13536	Accounts Payable	BLUEBEAM, INC.		2,490.00
	Invoice		Date	Description	Check Sort Code	Amount
	2267165		03/12/2025	REVU STANDARD & CAD TO COMPLETE RENEWAL 03/28/25 - 03/27/26		2,490.00
Check	03/20/2025	13537	Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.		3,160.26
	Invoice		Date	Description	Check Sort Code	Amount
	RI 24054612		12/12/2024	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 12/24		460.00
	RI 25001355		01/20/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 01/25		831.51
	RI 25006239		02/19/2025	BI FIELD INSPECTION AND RELATED PROF SRVCS 11/2024-01/2025		1,433.75
	RI 25006240		02/19/2025	BI FIELD INSPECTION AND RELATED PROF SRVCS 12/2024-01/2025		435.00
Check	03/20/2025	13538	Accounts Payable	BRYAN CABECEIRA		419.00
	Invoice		Date	Description	Check Sort Code	Amount
	0117-021825EXP		03/10/2025	EXPENSE REIMBURSEMENT- E1 EXAM & ICC CERT RENEWAL 01/17-02/18/25		419.00
Check	03/20/2025	13539	Accounts Payable	CORELOGIC SOLUTIONS, LLC		225.00
	Invoice		Date	Description	Check Sort Code	Amount
	30764565		02/28/2025	INVESTIGATIVE REAL ESTATE INFO RESEARCH - SVCS THRU 02/28/25		225.00
Check	03/20/2025	13540	Accounts Payable	COUNTY OF ALAMEDA		1,572.50
	Invoice		Date	Description	Check Sort Code	Amount

	FEBRUARY '25	03/05/2025	CITATION PROCESSING FEES - FEBRUARY '25			1,572.50
Check	03/20/2025	13541 Accounts Payable	COVINO SMITH & SIMON, INC.			1,700.00
	Invoice	Date	Description		Check Sort Code	Amount
	#02-2025	02/25/2025	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE FEBRUARY 2025			1,700.00
Check	03/20/2025	13542 Accounts Payable	CSG CONSULTANTS, INC.			509.23
	Invoice	Date	Description		Check Sort Code	Amount
	B250093	02/03/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 01/01-01/31/25			509.23
Check	03/20/2025	13543 Accounts Payable	DALE HARDWARE			1,708.63
	Invoice	Date	Description		Check Sort Code	Amount
	FEB'25	02/25/2025	DALE SUPPLIES 02/25/25			1,708.63
Check	03/20/2025	13544 Accounts Payable	EQUIFAX INFORMATION SVCS LLC			51.26
	Invoice	Date	Description		Check Sort Code	Amount
	2064282744	02/07/2025	CREDIT BUREAU REPORT FEES - 2/7/25			51.26
Check	03/20/2025	13545 Accounts Payable	FAMA TECHNOLOGIES, INC			33.00
	Invoice	Date	Description		Check Sort Code	Amount
	7308	02/28/2025	SOCIAL MEDIA SCREENS 02/28/25			33.00
Check	03/20/2025	13546 Accounts Payable	FREMONT FORD			999.16
	Invoice	Date	Description		Check Sort Code	Amount
	229898	12/12/2024	FORD HOSE AND CLAMPS			260.87
	231818	02/21/2025	FORD WINDSHIELD WASHER AND WEATHERSTRIP			186.03
	231962	02/26/2025	FORD JET KIT			73.10
	443104	12/04/2024	FORD DIAG DRIVER SIDE DOOR 2021 INTERCEPTOR 11/27/24			220.00
	445533	02/06/2025	FORD KEY PROGRAMING AND RESET SYSTEM 02/06/25			259.16
Check	03/20/2025	13547 Accounts Payable	ROBERTO GARCIA-ACOSTA			93.00
	Invoice	Date	Description		Check Sort Code	Amount
	0218-022125EXP	03/11/2025	2025 CSMFO ANNUAL CONFERENCE 02/18-02/21/25			93.00
Check	03/20/2025	13548 Accounts Payable	GLADWELL GOVERNMENTAL SERVICES, INC.			450.00
	Invoice	Date	Description		Check Sort Code	Amount
	5794	02/08/2025	RECORDS RETENTION LEGAL REVIEW, UPDATE AND ADVICE FY24-25			450.00
Check	03/20/2025	13549 Accounts Payable	GYM DOCTORS			225.00
	Invoice	Date	Description		Check Sort Code	Amount
	00164543	02/20/2025	FITNESS CENTER MAINTENANCE 02/19/25			225.00
Check	03/20/2025	13550 Accounts Payable	HDL SOFTWARE, LLC			1,800.87
	Invoice	Date	Description		Check Sort Code	Amount
	SIN047522	01/31/2025	UUT RETURNS / EXEMPTION RETURNS PROCESSED - JAN 2025			1,800.87
Check	03/20/2025	13551 Accounts Payable	ICS INTEGRATED COMMUNICATION SYSTEMS			3,587.00
	Invoice	Date	Description		Check Sort Code	Amount
	2513147-1	02/28/2025	PROGRAMMING CHANGE TO COUNCIL CHAMBERS - APPROVAL 2024-09			3,587.00
Check	03/20/2025	13552 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC			632.35

	Invoice	Date	Description	Check Sort Code	Amount
	55Y1517000	02/27/2025	COPIER LEASE YEAR 3 OF 5 - TONER FINANCE 1ST FLOOR 02/25		632.35
Check	03/20/2025	13553 Accounts Payable	NAPA AUTO PARTS		1,625.42
	Invoice	Date	Description	Check Sort Code	Amount
	FEB'25	02/28/2025	NAPA-FLEET SUPPLIES FEBRUARY 2025		1,625.42
Check	03/20/2025	13554 Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		50.00
	Invoice	Date	Description	Check Sort Code	Amount
	1300095903	02/28/2025	INVESTIGATIVE INFO RESEARCH - 2/28/25		50.00
Check	03/20/2025	13555 Accounts Payable	LPC SERVICES, INC.		1,781.00
	Invoice	Date	Description	Check Sort Code	Amount
	79358	02/28/2025	PEST SERVICES - CITY HALL #102699 2/28/25		225.00
	79357	02/28/2025	PEST SERVICES - VIOLA BLYTHE #102704 2/28/25		185.00
	79360	02/28/2025	PEST SERVICES - SILLIMAN #102710 2/28/25		425.00
	79366	02/28/2025	PEST SERVICES - LIBRARY #116524 2/28/25		195.00
	79364	02/28/2025	PEST SERVICES - SENIOR CENTER #102706 2/28/25		325.00
	79361	02/28/2025	PEST SERVICES - SERVICE CENTER #102702 2/28/25		225.00
	79363	02/28/2025	PEST SERVICES - PD #104419 2/28/25		201.00
Check	03/20/2025	13556 Accounts Payable	MUNICIPAL MAINTENANCE EQUIPMENT INC		537.75
	Invoice	Date	Description	Check Sort Code	Amount
	033000	02/25/2025	BROOM MOTOR		537.75
Check	03/20/2025	13557 Accounts Payable	PI VARIABLES, INC		1,354.00
	Invoice	Date	Description	Check Sort Code	Amount
	11000	02/27/2025	SEQUENTIAL ROAD FLARES		1,354.00
Check	03/20/2025	13558 Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.		17,400.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV0094852	02/28/2025	REDLIGHT CAMERA MONITORING FEBRUARY 2025		17,400.00
Check	03/20/2025	13559 Accounts Payable	RINGCENTRAL INC.		5,572.75
	Invoice	Date	Description	Check Sort Code	Amount
	CD_001040363	02/22/2025	UNIFIED TELEPHONE SYSTEM - 02/20-03/19/25		5,572.75
Check	03/20/2025	13560 Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.		1,116.05
	Invoice	Date	Description	Check Sort Code	Amount
	231737	02/27/2025	CONE WITH DUAL REFLECTORIZED COLLARS		1,116.05
Check	03/20/2025	13561 Accounts Payable	RUGGERI-JENSEN-AZAR		6,389.50
	Invoice	Date	Description	Check Sort Code	Amount
	95308	02/18/2025	ON-CALL CIVIL ENGINEERING DEVELOPMENT PLAN REVIEW SERVICES 01/25		3,719.50
	95309	02/18/2025	ON-CALL CIVIL ENGINEERING DEVELOPMENT PLAN REVIEW SERVICES 01/25		2,670.00
Check	03/20/2025	13562 Accounts Payable	S&H CONSTRUCTION, INC.		205,287.40
	Invoice	Date	Description	Check Sort Code	Amount
	2R1	03/11/2025	NEWARK RESOURCE CENTER RENOVATIONS PRJ 1360 01/31/25		205,287.40

Check	03/20/2025	13563	Accounts Payable	SAFETY COMPLIANCE MANAGEMENT INC		2,595.00
	Invoice		Date	Description	Check Sort Code	Amount
	10195		02/28/2025	MAINTENANCE HAZWOPER REFRESHER COURSE 02/06/25		2,595.00
Check	03/20/2025	13564	Accounts Payable	SIEMENS INDUSTRY, INC.		1,354.35
	Invoice		Date	Description	Check Sort Code	Amount
	5331792144		02/28/2025	OLD LIBRARY FIRE SERVICES 02/28/25		1,354.35
Check	03/20/2025	13565	Accounts Payable	STAPLES		181.49
	Invoice		Date	Description	Check Sort Code	Amount
	7004331322		02/28/2025	OFFICE SUPPLIES 02/24-02/27/25 (APS #25-24)		181.49
Check	03/20/2025	13566	Accounts Payable	THORNTON, L.P.		251,258.09
	Invoice		Date	Description	Check Sort Code	Amount
	DRAW #2 2-26-25		02/26/2025	THORNTON LOAN PREDEV DRAW RQT #2		251,258.09
Check	03/20/2025	13567	Accounts Payable	JENNIFER TRAN		1,970.87
	Invoice		Date	Description	Check Sort Code	Amount
	EDUREIMB-FY25-#4		03/05/2025	EDUCATIONAL REIMBURSEMENT- FY25 - 01/06-03/02/25		1,970.87
Check	03/20/2025	13568	Accounts Payable	TURBO DATA SYSTEMS, INC		732.00
	Invoice		Date	Description	Check Sort Code	Amount
	45146		02/28/2025	E-CITATION FEBRUARY 2025		732.00
Check	03/20/2025	13569	Accounts Payable	TURF STAR, INC.		489.29
	Invoice		Date	Description	Check Sort Code	Amount
	INV072673		02/27/2025	MOWER PARTS: NUT-LOCK AND RING-RETAINING		489.29
Check	03/20/2025	13570	Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO		5,979.14
	Invoice		Date	Description	Check Sort Code	Amount
	533304		02/28/2025	JANITORIAL SERVICES - LIBRARY FEBRUARY 2025		5,979.14
Check	03/20/2025	13571	Accounts Payable	URBAN PLANNING PARTNERS, INC.		5,892.00
	Invoice		Date	Description	Check Sort Code	Amount
	24013-250131		02/11/2025	ADU PRGM IMPLEMENTATION - SVCS THRU 01/31/25		5,892.00
Check	03/20/2025	13572	Accounts Payable	WEX BANK		1,065.26
	Invoice		Date	Description	Check Sort Code	Amount
	103389023		03/06/2025	CHEVRON CC 03/06/25		1,065.26
Check	03/20/2025	13573	Accounts Payable	DAILY JOURNAL CORPORATION		67.50
	Invoice		Date	Description	Check Sort Code	Amount
	B3903526		03/11/2025	PC PH NOTICE - SAHA PRJ - 6347, 6361 & 6375 THORNTON AVE 3/11/25		67.50
Check	03/20/2025	13574	Accounts Payable	ORION SECURITY		3,709.28
	Invoice		Date	Description	Check Sort Code	Amount
	130750		03/01/2025	UNARMED, UNIFORMED SECURITY GUARD 02/24/25-02/27/25		1,128.13
	130822		03/08/2025	UNARMED, UNIFORMED SECURITY GUARD 03/03/25-03/07/25		1,444.00
	130875		03/15/2025	UNARMED, UNIFORMED SECURITY GUARD 03/10/25-03/13/25		1,137.15
Check	03/20/2025	13575	Accounts Payable	BARRY , ANN		80.64

	Invoice		Date	Description		Check Sort Code	Amount
	031325UUT		03/13/2025	UTILITY USERS TAX REFUND 05/03/24-03/05/25			80.64
Check	03/20/2025	13576	Accounts Payable	DESOUSA , GEORGE			1,000.00
	Invoice		Date	Description		Check Sort Code	Amount
	2024-2849		03/12/2025	ENCP2024-0028 RFND			1,000.00
Check	03/20/2025	13577	Accounts Payable	MARTINEZ , JAVIER			500.00
	Invoice		Date	Description		Check Sort Code	Amount
	739982		03/18/2025	COMMUNITY CENTER RENTAL DEPOSIT REFUND 03/17/25			500.00
EFT	03/20/2025	1462	Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING	122037760 / 001064667052		2,025.00
	Invoice		Date	Description		Check Sort Code	Amount
	17884		01/31/2025	SECURITY CAMERAS BLDG ACCESS MGMT 01/01-01/31/25			2,025.00
EFT	03/20/2025	1463	Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC	325084426 / 5348560846		673.75
	Invoice		Date	Description		Check Sort Code	Amount
	03012025-GENERAL		03/11/2025	SM BUS SUPPORT - NEWARK TEAM MEET & GENERAL ADMIN 2/25			673.75
EFT	03/20/2025	1464	Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC. (ACH)	026009674 / 351510		2,475.03
	Invoice		Date	Description		Check Sort Code	Amount
	55Y1516624		02/26/2025	COPIER LEASE YEAR 3 OF 5 - OVERAGES 01/21-02/20/25			2,475.03
EFT	03/20/2025	1465	Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245		685.00
	Invoice		Date	Description		Check Sort Code	Amount
	13827		01/31/2025	LEGAL SVCS - KAIDENCE GROUP - STARBUCKS NEWPARK MALL RD 01/31/25			107.00
	13298		12/31/2024	LEGAL SERVICES - CENTRAL AVENUE OVERPASS - SVCS THRU 12/24			306.00
	13814		01/31/2025	LEGAL SERVICES - CENTRAL AVENUE OVERPASS - SVCS THRU 01/25			272.00

AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 50	$545,355.87
	Checks:	46	$539,497.09	
	EFTs:	4	$5,858.78	

STAFF REPORT

Item D. 2.

DATE	04/10/2025
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of March 27, 2025, minutes

Attachments

Minutes

CITY OF NEWARK
CITY COUNCIL
City Administration Building, City Council Chambers
37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4266 | E-mail: city.clerk@newark.org

Minutes

Thursday, March 27, 2025
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:00 p.m. Council Members Grindall, Jorgens, Catancio, and Vice Mayor Little were present.

B. PRESENTATIONS

1. Introduction of employee(s)

   Mayor Hannon introduced Ivy Nguyen, Administrative Support Specialist II for the Clark W. Redeker Newark Senior Center.

2. Presentation on Eden I & R, Inc. 2-1-1 information and referral services

   Gitanjali Rawat, Interim Co-executive Director gave the presentation. Presentation on file with City Clerk.

C. PUBLIC COMMENT

No one requested to speak.

D. CONSENT CALENDAR

Council Member Grindall moved, Council Member Jorgens seconded, to approve Consent Calendar items D.1 to D.3, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

1. Approval of Audited Demands

2. Approval of February 13, 2025, minutes

3. Adopt a resolution approving a Side Letter to the Memorandum of Understanding (MOU) between the City of Newark and the Newark Police Association (NPA) to amend Section XXIII. Special Assignment Pay
Resolution No. 11735

E. PUBLIC HEARINGS

F. OTHER BUSINESS

G. CITY MANAGER UPDATES

City Manager Benoun announced: Basic First Aid Training on April 9, 2025, beginning at 7:30 p.m. at the Clark W. Redeker Newark Senior Center. The City Clerk is accepting applications for an upcoming vacancy on the Measure GG Oversight Committee. Deadline to apply is April 9, 2025, by 2 p.m.

H. CITY COUNCIL MATTERS

1. Resolution approving re-appointments to the Senior Advisory Committee and the Measure GG Oversight Committee
Resolution No. 11736

Mayor Hannon announced that he was reappointing Jim Lola to the Measure GG Oversight Committee and Kathleen Lemos, Glen Wickizer, Eileen McDonald, Linda Mapes, and Shirley Ferrante to the Senior Advisory Committee.

No one requested to speak.

Council Member Jorgens moved, Vice Mayor Little seconded to adopt a resolution approving the reappointments. The motion passed, 5 AYES.

Council Member Catancio stated that she attended Assembly Member Alex Lee's Youth Art Contest at the Newark Library.

Council Member Grindall stated that he attended the Alameda County Housing Commission meeting that celebrated the Mayor Hannon's 10 years of service to the Commission. He stated that on April 12, 2025, Family Day at the Park would be held at the Community Park beginning at 10 a.m. and the Newark Educational Foundation's Spring Showcase would be held at Newark Memorial High School beginning at 1 p.m.

Vice Mayor Little stated that she attended softball opening day on and thanked the staff members who helped. The Pokémon party was a success. The Mission Peak District Cub Scout's Yo-yo Day is scheduled for April 5, 2025, at the Silliman Center beginning at 1 p.m.

Mayor Hannon thanked staff for their work on the softball field that was installed recently to meet the needs of the community. He thanked Assembly Member Lee for holding the Youth Art Contest at the Newark Library.

I. CLOSED SESSION

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 7:34 p.m.

STAFF REPORT

Item D. 3.

DATE 04/10/2025

TO Honorable Mayor and City Council Members

FROM Roya Gonzalez, Strategic Initiatives Manager

SUBJECT Adopt a resolution to (1) amend the Employee Classification Plan to add the class specification of Communications & Public Engagement Manager; (2) amend the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employees Group to add the classification and salary range for the Communications & Public Engagement Manager and increase salaries related to engineering positions; (3) amend the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5; and (4) amend the 2024-2026 Biennial Budget and Capital Improvement Plan to reflect these changes, add one full-time Management Analyst II, and upgrade one full-time Junior Engineer position to Associate Civil Engineer

SUMMARY AND RECOMMENDATION

Staff recommends the following four personnel changes to support the identified needs of the City: (1) to enhance and streamline internal and external communications, increase community engagement, and improve the overall visibility and understanding of the City's mission and activities, adding one full-time Communications & Public Engagement Manager position; (2) to provide permanent, complex administrative support to the Finance and Information Technology Departments, replacing one temporary position with one full-time Management Analyst II position; (3) to increase engineering staff technical capacity, replacing one full-time Junior Engineer position with one full-time Associate Civil Engineer; and (4) to recruit and retain top talent, and remain competitive in the labor market, increase salaries for the positions of Assistant Engineer-Civil, Senior Civil Engineer, and City Engineer.

Staff recommends that the City Council adopt a resolution to: (1) amend the Employee Classification Plan to add the class specification of Communications & Public Engagement Manager; (2) amend the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employees Group to add the classification and salary range for the Communications & Public Engagement Manager and increase salaries for certain engineering positions; (3) amend the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5; and (4) amend the 2024-2026 Biennial Budget and Capital Improvement Plan to add one

full-time Communications & Public Engagement Manager, one full-time Management Analyst II, and one full-time Associate Civil Engineer, and delete one full-time Junior Engineer.

BACKGROUND

City Manager's Office – Communication & Public Engagement Manager

Historically, communication and engagement have been managed by individual departments, with some responsibilities handled by the Assistant to the City Manager. However, in recent years, the demand for public communication has grown significantly. Advancements in technology have led to increased public expectations for more timely, transparent, and frequent communication. While staff have made considerable progress in engaging the public and delivering key messages, the complexity and volume of communication efforts have highlighted the need for more streamlined and cohesive communication strategies. To address these challenges, staff recommends the addition of a dedicated Communications and Public Engagement Manager to ensure that communication efforts are coordinated, efficient, and aligned with the organization's goals.

Finance Department – Management Analyst II

In January 2022, a 0.75 full-time equivalent Legal Assistant position was eliminated. This position assisted the City Attorney with preparing legal documents, general administrative tasks, records retention, and administering the City's Risk Management Program. While some of these duties were absorbed by the City Attorney firm's support staff, City Manager's Office staff and the City's Human Resources Department staff, contract review defaulted to Finance Department staff.

In fall 2022, the Information Technology (IT) Department became fully staffed with six full-time personnel, including a Director, three IT Analysts, and two IT Technicians. The Department now generates dozens of ongoing service-related and project-related contracts, manages equipment billing and replacement, and administers other purchasing-related actions. The IT Department has no dedicated administrative support staff and has used their technical staff to accomplish the administrative work, with the Director often burdened with service agreements and a Technician processing invoices and other procurement documents.

Public Works Department – Engineering Division

The Engineering Division of the Public Works Department includes administrative, inspection and technical staff as well as seven (7) engineers at various levels - one Junior Engineer, one Assistant Engineer-Civil, two Associate Civil Engineers, one Senior Civil Engineer, one Principal Engineer, and one City Engineer. There are currently four engineer vacancies. This includes one Junior Engineer, one Associate Civil Engineer, one Senior Civil Engineer, and one Principal Civil Engineer. In preparation for the recruitments, staff evaluated the department's needs and identified the organizational needs would be better served by replacing the Junior Engineer position with an Associate Civil Engineer, and that the Principal Civil Engineer position could be underfilled with a Senior Civil Engineer. The original intent of the Junior Engineer role was to serve as an entry-level position, providing a pathway for

less experienced engineers to develop their skills and grow within the department. However, as the department's needs have evolved, there is an increasing demand for a more experienced and independent engineer in this role.

In preparation for filling engineering vacancies, the City completed labor market surveys for its engineering positions, comparing total compensation salaries of Newark's engineering classifications to those in its established ten-city labor market (Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City). The results indicate that Newark's total compensation salaries are below the average of the labor market for Junior Engineer (1.87%), Assistant Engineer-Civil (4.20%), Senior Civil Engineer (6.58%), and City Engineer (3.45%). Associate Civil Engineer is at the market average and Principal Civil Engineer was not surveyed.

DISCUSSION/ANALYSIS

City Manager's Office – Communications & Public Engagement Manager

Given the growing demand for effective public communication, public outreach, and community engagement, it has become increasingly challenging to maintain consistent and clear messaging with a decentralized structure. Recent community survey results highlight a strong desire for improved communication and increased transparency, emphasizing the need for a more focused and specialized approach. As our communication efforts expand, it is vital to ensure that messaging remains cohesive and aligned across citywide outreach strategies to achieve maximum impact. With the City embarking on a new branding and marketing initiative, the need for a dedicated Communications and Public Engagement Manager has become more critical than ever. This position would bring the expertise required to develop and implement comprehensive communication strategies, ensuring that key messages are delivered clearly, consistently, and in alignment with the City's brand identity across all channels. Additionally, as local communities, stakeholders, and partners become more engaged, a centralized effort is essential to sustain meaningful connections and ensure that outreach efforts are effectively coordinated. The role would also be pivotal for managing crisis communications, media relations, and public messaging, and providing timely and professional responses during critical situations. To meet the growing expectations of the community and ensure that communication efforts are strategically aligned with the City's goals, a Communications and Public Engagement Manager is essential for the success and sustainability of public engagement initiatives.

Finance Department – Management Analyst II

Staff capacity for financial oversight and analysis has been significantly impacted by the increasing complexity and volume of financial transactions resulting from the City's continuing growth. Finance Department staff now have a greater responsibility for supporting the City Attorney's Office with contract review and assisting the Information Technology Department with procurement activities.

The addition of a Management Analyst II would help absorb the increased volume of activity and be essential for maintaining financial compliance and improving budget transparency. In addition to accommodating the contract responsibilities and IT

Department's procurement activities, the Management Analyst II would assist in budget preparation, conduct financial analysis and reporting, perform financial forecasting, monitor legislative changes, and develop financial policies. This increased analytical capacity will improve the department's long-term strategic planning and support transparency initiatives.

Public Works Department – Engineering Division
To maximize staff capacity and address a backlog of projects, replacing the Junior Engineer position with an Associate Civil Engineer will enhance project efficiency and help reduce reliance on consultants. In addition to a broader understanding of technical civil engineering principles, an Associate Civil Engineer will bring knowledge of Capital Improvement Project management, the ability to work independently, and the capacity to provide supervision to lower-level staff. Replacing the Junior Engineer position with an Associate Civil Engineer position is a strategic move to enhance the department's productivity and meet evolving departmental needs.

Recent recruitments for civil engineering positions have been challenging due to the shrinking applicant pool and highly competitive compensation packages offered by area public agencies. In order to remain competitive in the labor market and to recruit and retain talent, staff recommends increasing the base pay of the Assistant Engineer-Civil by five percent (5%), Senior Civil Engineer by seven percent (7%), and City Engineer by three and one-half percent (3.5%). These increases will align total compensation with the average of the labor market, based on a point-in-time survey of February 2025 data, as well as maintain an approximate 15% salary differential between each engineering level/classification. Increases would apply to the steps and range associated with each classification, and would result in a salary increase of five percent (5%) for the current Assistant Engineer. The Senior Civil Engineer position is currently vacant and the City Engineer's current salary would remain in the new range and therefore would not need adjustment. The vacant Principal Civil Engineer could be underfilled with a Senior Civil Engineer to provide additional salary savings. However, since the outcome of the recruitment for Senior Civil Engineer is still unknown, reserving the additional salary for the Principal Civil Engineer provides an option to the Public Works Department to hire an excellent candidate at the higher level, a tool that may be helpful to compete in today's market.

FISCAL IMPACT

Communications and Public Engagement Manager
Annually, the total compensation cost to add one full-time Communications and Public Engagement Manager to the City Manager's Office is approximately $274,000. There will be no impact to Fiscal Year 2024-25 as this position will be filled in Fiscal Year 2025-26.

Management Analyst II
Annually, the net cost of adding one full-time Management Analyst II is approximately $133,000 after applying cost savings of $41,000 from eliminating the part-time Accounting Assistant I/II funding. For the remainder of Fiscal Year 2024-25, the cost is

estimated at $33,000.

Public Works Department – Engineering Division
Annually, the net cost of replacing one full-time Junior Engineer with a full-time Associate Civil Engineer is approximately $58,000. For the remainder of Fiscal Year 2024-25, the cost is estimated at $10,000. The cost of increasing the salaries of the Assistant Engineer-Civil, Senior Civil Engineer, and City Engineer for the remainder of Fiscal Year 2024-25 is estimated at $9,200. The annual cost of these increases is estimated at $55,000, without applying the savings of underfilling the Principal Civil Engineer with a Senior Civil Engineer, should that occur.

All positions and salary increases result in ongoing costs. A budget appropriation from the General Fund's unappropriated fund balance is required for Fiscal Year 2024-25 in the amount of $43,000 and for Fiscal Year 2025-26 in the amount of $524,000. Future years' salaries would be proposed for City Council approval through the regular biennial budget process.

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Strategic Initiatives Manager
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution - Personnel Changes

Communications and Public Engagement Manager class specification

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING AN AMENDMENT TO THE EMPLOYEE CLASSIFICATION PLAN ADDING THE CLASS SPECIFICATION OF COMMUNICATIONS AND PUBLIC ENGAGEMENT MANAGER; AUTHORIZING AN AMENDMENT TO THE COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT SUPERVISORY, AND PROFESSIONAL EMPLOYEES GROUP; APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH THE CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5; AND APPROVING AN AMENDMENT TO THE 2024 – 2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the Employee Classification Plan was adopted by City Council via Resolution No. 2,505; and

WHEREAS, the City recognizes the evolving needs of the community and increasing demands on City services, which necessitate staffing adjustments; and

WHEREAS, the City determined that it requires additional positions, based on the current and anticipated needs of the City within the City Manager's Office, Public Works, Finance, and Information Technology Departments; and

WHEREAS, the City seeks to amend the Classification Plan to add the class specification of Communications and Public Engagement Manager; and

WHEREAS, the City seeks to amend the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group to add the classification of Communications and Public Engagement Manager, along with the associated salary range; and increase the salary steps/range of Assistant Engineer - Civil, Senior Civil Engineer, and City Engineer; and

WHEREAS, the City seeks to amend the City's Salary Schedule to add the classification of Communications and Public Engagement Manager and increase the salary of Assistant Engineer - Civil, Senior Civil Engineer, and City Engineer at the salary steps and ranges listed below.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Employee Classification Plan adopted by Resolution No. 2,505, and subsequently amended by resolutions, is hereby amended to add the classification of Communications and Public Engagement Manager.

BE IT FURTHER RESOLVED by the City Council of the City of Newark that the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group be amended to add the classification of Communications and Public Engagement Manager and certain engineering classification increases, effective April 10, 2025, as reflected in the City's Salary Schedule.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the following salary increases and classification of Communications and Public Engagement Manager effective April 10, 2025 as follows:

Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Communications and Public Engagement Manager	Hourly	74.91	Range 16			89.89
	Biweekly	5,992.80				7,191.20
	Annual	155,812.80				186,971.20
Assistant Engineer - Civil	Hourly	55.17	57.93	60.83	63.86	67.06
	Biweekly	4,413.60	4,634.40	4,866.40	5,108.80	5,364.80
	Annual	114,753.60	120,494.40	126,526.40	132,828.80	139,484.80
Senior Civil Engineer	Hourly	75.38	79.15	83.12	87.28	91.62
	Biweekly	6,030.40	6,332.00	6,649.60	6,982.40	7,329.60
	Annual	156,790.40	164,632.00	172,889.60	181,542.40	190,569.60
City Engineer	Hourly	94.24	Range 20			113.08
	Biweekly	7,539.20				9,046.40
	Annual	196,019.20				235,206.40

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the 2024 – 2026 Biennial Budget and Capital Improvement Plan as follows:

Personnel Allocation

Add the following full-time equivalent (FTE) positions:

- 1 FTE Communications and Public Engagement Manager (City Manager's Office)
- 1 FTE Management Analyst II (Finance Department)
- 1 FTE Associate Civil Engineer (Public Works Department)

Delete the following FTE position:

- 1 FTE Junior Engineer (Public Works Department)

Account Allocation (FY 2025)

TO:	120.60.061.611.5110	SALARIES (FT/RPT)	10,000	
TO:	110.80.081.800.5110	SALARIES (FT/RPT)	33,000	
FR:	110/120.3000	UNAPPROPRIATED FUND BALANCE		43,000

Account Allocation (FY 2026)

TO:	110.20.020.200.5110	SALARIES (FT/RPT)	274,000	
TO:	120.60.061.611.5110	SALARIES (FT/RPT)	110,000	
TO:	120.60.063.632.5110	SALARIES (FT/RPT)	3,000	
TO:	110.80.081.800.5110	SALARIES (FT/RPT)	137,000	
FR:	110/120.3000	UNAPPROPRIATED FUND BALANCE		524,000

Communications and Public Engagement Manager

Class Specification
Established 4/25
Class ID:
Unit: MGMT
Probation: 12 Months
FLSA: Exempt

DEFINITION
Under general direction, develops, implements, and oversees strategic internal and external communications initiatives and public engagement efforts across the city. This includes managing media relations, digital platforms, public outreach, and community engagement programs; ensures effective communication between the city government and residents, stakeholders, and the media with a focus on promoting transparency, trust, and inclusivity; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED
Receives general direction from the City Manager or Assistant City Manager. May exercise supervision or lead direction over assigned lower-level professional, technical, or administrative staff.

DISTINGUISHING CHARACTERISTICS
This is a single-class management position responsible for overseeing citywide internal and external communication activities, as well as coordinating community engagement efforts. The Communications & Public Engagement Manager performs complex and politically sensitive tasks, including serving as the City's Public Information Officer. This role requires a high level of political astuteness and community sensitivity in executing marketing, public information, and media relations programs, campaigns, and materials, all designed to effectively communicate the City's message.

This class is distinguished from the Community Engagement Manager by its broader focus on citywide communication strategies, media relations, and public information, whereas the Community Engagement Manager is more specifically focused on building relationships within community groups, facilitating community programs, and gathering feedback to improve services. The Communications & Public Engagement Manager handles high-level public relations and messaging across the City, while the Community Engagement Manager concentrates on departmental outreach, programs, and gathering feedback specific to their department's initiatives.

EXAMPLES OF JOB FUNCTIONS (Illustrative Only)
Plan, manage and implement the daily functions, operations, and activities of all citywide internal and external communication and community engagement, including, but not limited to, the City's website, intranet, social media accounts, and the creation and management of video, audio, photographic, print and marketing materials.

Advise senior City management regarding strategic communication methods and best practices when implementing new communication strategies and public engagement initiatives.

Consistent with the City's social media policy, manage the City's social media channels to ensure strong, ongoing communication between the City and its residents.

Advise and provide staff assistance to personnel from various departments, offering training on effective social media techniques, public engagement methods, and best practices. Work closely with other City

departments to ensure consistent messaging across all communication platforms and public outreach efforts.

Manage relationships with key stakeholders, including elected officials, department heads, and community organizations, ensuring clear communication and alignment on city initiatives, policies, and priorities.

Serve as the City's Public Information Officer (PIO); conduct on-camera, radio, and in-person interviews with members of the news media and public; coordinate and conduct press conferences when appropriate.

Manage crisis communication efforts, ensuring timely, clear, and accurate information is disseminated during emergencies or unforeseen events to maintain public trust.

Identify emerging communication challenges and opportunities within the organization; work with department directors and staff to recognize internal and external communication needs and define strategies to address them.

Stay current on trends and innovations in communications, multimedia technologies, web design, social media, and public engagement strategies, continuously improving the City's communication efforts.

Evaluate the effectiveness of communication initiatives and community engagement efforts, using metrics such as public feedback, social media engagement, media coverage, and website traffic to continuously refine strategies.

Write, coordinate and/or contribute articles and develop other methods for the City to receive regional, State and national recognition for local programs and services.

Serve as the City's representative at community meetings and engage with external agencies and organizations, building partnerships and promoting a positive public image of the City.

Prepare speeches, memorandums, presentations, and other documents as needed to support City leadership and communication objectives.

Develop and implement initiatives that encourage civic engagement, including gathering feedback from residents and stakeholders through surveys, focus groups, and public forums.

Establish community partnerships with the City's diverse communities. Ensure that communication strategies and public engagement efforts are accessible and reflect the City's commitment to diversity, equity, inclusion, and belonging.

Develop, foster, and maintain professional relationships with representatives from all local media outlets to ensure positive media coverage and effective communication with the public.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, and emerging trends of effective public communications and public relations.
- Principles and practices of strategic communications planning; communications research and analysis methods and techniques.

- Principles and techniques of contemporary communications channels, including social media, video production (visual storytelling), advertising, publications, public access broadcast operations, etc.
- Principles and techniques for the development of press releases, talking points, newsletters, presentations, business correspondence, and information distribution.
- Methods, techniques, and procedures in the delivery of community outreach; principles and procedures for implementing and directing community outreach and civic engagement activities.
- Applicable Federal, State and local laws, rules and regulations.
- Principles and practices of program budget monitoring.
- Principles and practices of assigning and reviewing the work of others.
- Modern office procedures, methods, and computer applications and equipment.
- Business English, including vocabulary and correct grammatical usage.
- Conflict resolution skills.

Skill or Ability to:

- Develop and coordinate a community outreach program suited to the needs of the diverse community; communicate with multicultural groups; and understand and respect differences.
- Plan, organize, coordinate, and implement a community outreach program(s).
- Analyze, interpret, and explain City administrative policies and procedures.
- Communicate effectively, both orally and in writing; make effective public presentations to the City Council, boards and commissions, community groups and others.
- Supervise, train, and evaluate subordinates.
- Manage, plan, coordinate, and implement an effective public communication program.
- Speak effectively before a wide range of public and private organizations, officials and media representatives.
- Build constructive relationships by promoting and developing effective partnerships with other departments, employees, residents, the school district, outside agencies, the media, businesses, and other groups.
- Learn, interpret, and apply City, department and division rules, regulations, policies, and practices.
- Work independently with minimal supervision.
- Make decisions in changing environments and anticipate future needs; effectively work under the pressure of deadlines.
- Exercise excellent judgement and creative problem-solving.
- Collect, evaluate, interpret, and effectively communicate technical data and strategic information to the media and the public.
- Prepare and administer programs and budgets.
- Keep informed of developments in assigned field.
- Effectively and efficiently use computers, software applications, and office equipment.
- Respectfully and effectively collaborate with a variety of people of varying backgrounds, abilities and roles. Demonstrate tact, professionalism, and diplomacy.

Education and Experience:

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

Possession of a bachelor's degree from an accredited college or university in Marketing, Public Relations, Communication, English or a related field, and two (2) years of progressively responsible work experience in journalism, directly working with the media, or related experience. Bilingual skills are desirable.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees must be available to attend day and evening meetings, at various sites within and outside the City. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

STAFF REPORT
Item D. 4.

DATE	04/10/2025
TO	Honorable Mayor and City Council Members
FROM	Brett Oeverndiek, Management Analyst II
SUBJECT	Adopt a resolution approving Amendment No. 2 to the Contractual Services Agreement with Francisco & Associates, Inc. for the administration of the City's Landscaping and Lighting Districts and other Special Financing District Administration Services

SUMMARY AND RECOMMENDATION

The City has a current contractual services agreement with Francisco and Associates, Inc. for services related to the administration of Landscaping and Lighting Districts and the preparation of final assessment rolls for Emergency Medical Services and Weed Abatement Charges. Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Second Amendment to the contractual services agreement with Francisco & Associates, Inc. in the amount of $39,155 to continue providing services for Fiscal Year 2025-26.

BACKGROUND

To ensure the ongoing maintenance of landscaping, irrigation systems, lighting and other improvements associated with Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, and 19, the City annually assesses a fee on individual properties in these districts pursuant to the Landscaping and Lighting Act of 1972. In March 2023, the City entered into an agreement with Francisco & Associates, Inc. to provide services related to the administration of the City's Landscaping and Lighting Districts for Fiscal Year 2023-24 based on their scope, fee proposal and satisfactory performance of similar services. Services included attendance at project meetings; development of budgets; preparation of the annual resolutions and staff reports; preparation of Engineer's Reports in compliance with the Landscape and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County secured property tax toll, and property owner assistance. Based on their satisfactory Fiscal Year 2023-24 performance, a First Amendment to the contractural services agreement with Francisco & Associates was executed for Fiscal Year 2024-25.

In addition to the services provided for Landscaping and Lighting District administration, Francisco & Associates, Inc. has also assisted the City with Emergency Medical Services and Weed Abatement charges. This work involves preparing the parcel

databases, determining maximum special tax rates, preparing and submitting data for Alameda County's electronic system, confirming the acceptance of levies by the County on the final assessment roll on an annual basis, and providing the City with the Final Assessment Rolls. These services were included in the First Amendment to the contractual services agreement with Francisco & Associates, Inc.

DISCUSSION/ANALYSIS

Francisco & Associates, Inc. provided a proposal for Fiscal Year 2025-26 administration services in the amount of $39,155, including Landscaping and Lighting Districts ($34,505), and Emergency Medical Services and Weed Abatement charges' assessment rolls ($3,875 and $775 respectively). This proposal is approximately five percent lower than the cost of last year's services (savings of $2,145) due to the need for less data collection, having worked with Francisco & Associates, Inc. previously and establishing baseline data. Based on their complete and cost-effective proposal for Fiscal Year 2025-26 services and the satisfactory work Francisco & Associates, Inc. has provided the City to date, staff recommends amending the current Contractual Services Agreement with Francisco & Associates to fill the need for continued administration services for Fiscal Year 2025-26. If approved, Francisco & Associates, Inc. is prepared to immediately begin work that will ensure the City remains in compliance with the Landscape and Lighting Act of 1972 and Proposition 218 and fulfill its responsibilities related to assessment roll placements.

FISCAL IMPACT

The cost of all services is $39,155 for Fiscal Year 2025-26 and is fully funded by the assessments collected.

REVIEW AND APPROVAL

Prepared by - Brett Oeverndiek, Management Analyst II
Reviewed by - Howard Young, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - Lenka Hovorka, Assistant City Manager

Attachments

Resolution - Francisco and Associates

Francisco and Associates Amendment No. 2

Francisco and Associates Agreement and Amendment No. 1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 2 TO THE CONTRACTUAL SERVICES AGREEMENT WITH FRANCISCO AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION OF LANDSCAPING AND LIGHTING DISTRICTS AND OTHER SPECIAL FINANCING DISTRICT ADMINISTRATION SERVICES

WHEREAS, the Public Works Department selected Francisco and Associates, Inc. based on their scope and fee proposal as allowed by Section 3.04.080 of the City's Purchasing Ordinance, to provide special professional services related to the administration of the City's Landscaping and Lighting District's for Fiscal Year 2024-25; and

WHEREAS, Francisco and Associates, Inc. successfully completed their scope of services to the satisfaction of the City for Fiscal Year 2023-24 and 2024-25; and

WHEREAS, similar services are required for the preparation of Fiscal Year 2025-26 Landscaping and Lighting District assessment rolls and other administration services and Francisco and Associates, Inc. provided a cost proposal of $34,505 for said services; and

WHEREAS, Francisco and Associates, Inc. has successfully provided assessment roll preparation services to the City for Emergency Medical Services Charges and Weed Abatement Charges for many years; and

WHEREAS, similar services are required for the preparation of Fiscal Year 2025-26 assessment rolls for Emergency Medical Services Charges and Weed Abatement Charges and Francisco and Associates, Inc. provided cost proposals of $3,875 and $775, respectively, for said services; and

WHEREAS, based on staff's evaluation, Francisco and Associates, Inc. has been determined to be the most qualified firm to provide the requested services.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve Amendment No. 2 to the Contractual Services Agreement with Francisco and Associates, Inc. in an amount not to exceed $39,155 for Fiscal Year 2025-26 for special professional services related to the administration of Landscaping and Lighting District and other Special Financing District Administration Services, for a new total not to exceed amount of $127,305.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute Amendment No. 2 to the current Contractual Services Agreement with Francisco and Associates, Inc. in a form approved by the City Attorney, and take any and all action necessary to effectuate the intent of this Resolution.

AMENDMENT NO. 2 TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND FRANCISCO AND ASSOCIATES, INC.

This Second Amendment to the Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Francisco and Associates, Inc., a California corporation ("Consultant") (sometimes referred to as "Parties") dated March 21, 2023 (the "Agreement"), is entered into as of April 10, 2025, for additional Landscaping and Lighting District administration services, Emergency Medical Services Charge assessment roll preparation and Weed Abatement Charge assessment roll preparation, collectively Special Financing District Administration Services.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of having Consultant perform Landscaping and Lighting District administration services for Fiscal Year 2024 for compensation in the amount not-to-exceed $46,850; and

WHEREAS, the Parties executed Amendment No. 1 to the Contractual Services Agreement in an amount not to exceed $41,300 for Fiscal Year 2025 for special professional services related to the administration of Landscaping and Lighting District and other Special Financing District Administration Services, for a new total not to exceed amount of $88,150; and

WHEREAS, Section 27, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount for Fiscal Year 2026 for additional Landscaping and Lighting District administration services in the compensation amount of $34,505, Emergency Medical Services Charge assessment roll preparation services in the amount of $3,875 and Weed Abatement Charge assessment roll preparation services in the amount of $775, collectively Fiscal Year 2026 Special Financing District Administration Services in the total compensation amount of $39,155 pursuant to the attached proposal provided by Francisco and Associates, Inc., as Exhibit "A" dated March 18, 2025 ("Proposal"); and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not-to-exceed compensation for Fiscal Year 2025 by $39,155 for a total not-to-exceed amount of $127,305 for performance of the scope of services described in the Proposal.

2. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

CITY OF NEWARK

_____
David J. Benoun
City Manager

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

FRANCISCO AND ASSOCIATES, INC.

By: _____

_____
Printed Name

Dated: _____

EXHIBIT A

Francisco and Associates, Inc. Proposal for Fiscal Year 2026 Special Financing District Administration Services
dated March 18, 2025

FRANCISCO AND ASSOCIATES
Where Innovative Strategies Fund Tomorrow's Communities

Northern California
925-867-3400
Southern California
760-438-5330

March 18, 2025

Brett Oeverndiek
Management Analyst II
Public Works Department
City of Newark
37101 Newark Boulevard
Newark, CA 94560

Subject: Proposal for FY 2025-26 Special Financing District Administration Services

Dear Brett:

Please find enclosed our proposal to provide Special Financing District Administration Services for Fiscal Year (FY) 2025-26. The proposed scope of work for the City of Newark's Landscaping and Lighting Assessment Districts includes attendance at project meetings, development of budgets, preparation of the annual resolutions and staff reports, preparation of Engineer's Reports in compliance with the Landscape and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County secured property tax roll, and property owner assistance throughout the year. The proposed scope of work for the City's Emergency Medical Services Charge and Weed Abatement Charges includes placement of the charges on the Alameda County secured property tax roll and property owner assistance throughout the year.

If you have any questions regarding this proposal, please give me a call at (925) 867-3400.

Sincerely,

FRANCISCO & ASSOCIATES

Eduardo Espinoza, P.E.
Managing Principal

Enclosure

Cc: Krysten Lee, City of Newark
Gloria Del Rosario, City of Newark

SCOPE OF WORK FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

Francisco & Associates will provide assessment engineering and Fiscal Year (FY) 2025-26 administration services for the **City of Newark's Landscaping & Lighting Assessment District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, and 19 and their corresponding 66 Benefit Zones (collectively referred to as "Districts")**. The project approach and scope of work includes attendance at project meetings, development of budgets, preparation of the annual resolutions and staff reports, preparation of Engineer's Reports in compliance with the Landscaping and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County ("County") secured property tax roll, and property owner assistance throughout the year. The specific tasks are outlined as follows.

Task 1 – Project Meetings

Meet with City staff to review scope of work, project schedule, annexations/de-annexations, changes in the number and types of improvements to be maintained for the ensuing fiscal year and discuss compliance of Districts and their assessment methodologies with the Landscaping and Lighting Act of 1972 and Proposition 218.

Task 2 – Collect and Review Available Data

Coordinate with City staff and the County auditor's office to obtain information needed to complete the tasks in this scope of work, such as the District formation documents, annexation documents, assessor's files, copies of secured rolls, assessment diagrams, budget information, and land use and property characteristics for parcels within the boundaries of each District and each of the benefit zones. To the extent available, the City will also provide improvement plans, HOA information, and inventory of the landscape, streetlights, trees, and other areas maintained by the Districts.

Task 3 – Initiation of the FY 2025-26 Assessment Levies

Prepare drafts of the staff report and resolution for the City Council meeting initiating the FY 2025-26 approval process for the Districts. Review the draft staff report and resolution with City staff and revise as needed.

Task 4 – Prepare Preliminary FY 2025-26 Parcel Databases

Establish the parcel databases for the Districts, to include the most current parcel information including property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to calculate annual assessments.

Task 5 – Update Assessment Diagrams

Update Assessment Diagrams for the Districts to include new parcels that have been created from the prior fiscal year.

Task 6 – Update Geographic Information Systems (GIS) Layers of Improvements

Identify all improvements maintained by the Districts and update GIS layers for each improvement type. The GIS layers will include an attribute table of characteristics that can serve as an asset management tool for the City going forward. F&A will provide the updated GIS layers to City staff in their desired format. For streetlights, F&A will assist the City in coordinating with PG&E to obtain the current streetlight layer for the City.

Task 7 – Prepare Maintenance Improvement Diagrams

Based on the updated GIS layers created per Task 6, prepare Maintenance Improvement Diagrams for each of the Districts. The Maintenance Improvement Diagrams can be included in future Engineer's Reports as requested by City staff.

Task 8 – Prepare FY 2025-26 Budgets

Coordinate with the City's Public Works, Finance, and Maintenance departments to prepare FY 2025-26 budget tables for the Districts utilizing the previous fiscal year's actual expenditures, current fiscal year's actual expenditures to date, and anticipated cost increases for the ensuing fiscal year. The FY 2025-26 budgets will include and consider maintenance contract costs, utility costs, capital improvement projects, incidental costs (engineering, legal, administration, etc.), City staff time, overhead cost allocations, operating and capital reserves, and fund balances.

Once draft FY 2025-26 budgets are prepared, review with City staff to address comments/questions and determine if changes to existing levels of service are appropriate for the ensuing fiscal year. Incorporate comments and feedback from City staff and obtain approval of the final FY 2025-26 budgets for inclusion in the Engineer's Reports.

Task 9 - FY 2025-26 Preliminary Engineer's Reports

Based upon the information received at project team meetings, prepare the draft FY 2025-26 Preliminary Engineer's Reports for the Districts. The draft Preliminary Engineer's Reports will comply with the requirements of the Landscaping and Lighting Act of 1972 and include: a description of improvements, budgets, benefit spread methodologies, assessment district/benefit zone diagrams, maintenance improvement diagrams, and a listing of each parcel's proposed assessment.

For the Districts that are not exempt from the provisions of Proposition 218, the draft Preliminary Engineer's Reports will include a benefit analysis supporting the existing method of assessment for the Districts established at the time of formation to strengthen compliance with the statutory provisions outlined in Proposition 218. The benefit analysis for the Districts will include review of the types of improvements maintained, the location of each improvement in relation to properties within the boundaries of the Districts, and how the existing assessment methodology allocates the costs to the benefiting properties. For those Districts that are not exempt from, and which are subject to the provisions of Proposition 218, develop a more extensive description that supports the existing method of assessment and how the improvements to be maintained confer special benefits to properties within the Districts and

identify the general benefits and quantify the costs associated with the general benefits conferred to the public at large.

Submit the Draft Preliminary Engineer's Reports to City staff for review and comment. Based upon the comments received from City staff on the Draft Preliminary Engineer's Reports, prepare the final version of the Preliminary Engineer's Reports and submit to City staff for City Council approval. The Preliminary Engineer's Reports will be prepared and signed by one of our on-staff registered Professional Engineers.

Task 10 – Resolutions of Intention and Approval of the Preliminary Engineer's Reports

Prepare drafts of the staff report(s) and resolutions for the City Council meeting regarding acceptance of the Preliminary Engineer's Reports and adoption of the Resolutions of Intention. Review the draft staff report(s) and resolutions with City staff and incorporate revisions as needed.

Task 11 – FY 2025-26 Resolution of Intention City Council Meeting

If requested, attend the City Council meeting regarding adoption of the Resolutions of Intention and Approval of the Preliminary Engineer's Reports to assist City staff with questions from City Council and the public.

Task 12 – FY 2025-26 Final Engineer's Reports

Based upon the comments received from City staff and City Council at the City Council meeting referenced in Task 11 above, prepare the Final Engineer's Reports and submit to the City for City Council approval. The Final Engineer's Reports will be prepared and signed by one of our on-staff registered Professional Engineers.

Task 13 – Notice of Public Hearing

Prepare the draft Notice of Public Hearing for City staff review and approval. Finalize the Notice of Public Hearing and send it to the City Clerk for publication in the newspaper.

Task 14 - Resolution Approving Final Engineer's Reports and Authorizing Levy

Prepare drafts of the staff report and resolution for the City Council meeting regarding approval of the Final Engineer's Reports and adoption of the Resolution authorizing the Levy of Assessments. Review the draft staff report and resolution with City staff and incorporate revisions as needed.

Task 15 – FY 2025-26 Public Hearing

If requested, attend the Public Hearing regarding adoption of the Resolution Approving the Final Engineer's Reports and authorizing the levying of assessments to assist City staff with questions from City Council and the public.

Task 16 – Prepare Final FY 2025-26 Parcel Databases

In July, obtain a copy of the 2025 closed roll database from the County Assessor. Update the parcel databases for the Districts with the most current parcel information such as: property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to recalculate the ensuing year's assessments. Finalize the FY 2025-26 assessment databases and levy calculations for the Districts.

Task 17 - Filing of FY 2025-26 Engineer's Reports and Resolutions

In accordance with the County's annual submittal requirements, file the Engineer's Reports, Assessment Diagrams, and Resolutions authorizing the levy of assessments with the County auditor's office.

Task 18 – FY 2025-26 Auditor's Reports

Prepare the annual Auditor's Reports in the County approved format for the Districts. If there are any rejected parcels resulting from the first submittal, research them and resubmit them to the County to ensure the City receives all the assessment revenue to which they are entitled.

Task 19 – FY 2025-26 Final Assessment Rolls

Provide the City with Final Assessment Rolls in electronic format for their records.

Task 20 – Field Property Owner Inquiries

Provide a phone number to be placed on property tax bills and field property owner inquiries throughout the year.

Task 21 – Assist with Expenditure Coding

If requested by City staff, assist City staff with expenditure coding during FY 2025-26 to provide actuals that will streamline the budgeting process going forward.

SCOPE OF WORK FOR EMERGENCY MEDICAL SERVICES CHARGE

Task 1 – Prepare FY 2025-26 Parcel Database

Develop the City's Emergency Medical Services database based upon the County's ensuing year's closed property tax roll information.

Task 2 – Determine FY 2025-26 Maximum Special Tax Rates

Calculate the Emergency Medical Services tax for each taxable parcel located within the City based on the Emergency Medical Services tax formula, provided by the City.

Task 3 – FY 2025-26 Auditor's Report

Prepare the data in the County's required electronic format listing the Emergency Medical Services tax for each taxable parcel within the City. Submit the electronic data to the County Auditor's office for processing. If there are any parcel kick-outs, research the parcels and resubmit them to the County so that they are included on the property tax roll.

Task 4 – FY 2025-26 Final Assessment Roll

Confirm final acceptance of the levies by the County and provide the City with the Final Assessment Roll in electronic format for its records.

SCOPE OF WORK FOR WEED ABATEMENT CHARGE

Task 1 - Prepare FY 2025-26 Parcel Database

Based upon the Fiscal Year 2025-26 electronic listing of Assessor Parcel Numbers and corresponding levy amounts received from the City, convert the information into the County's required electronic format.

Task 2 - FY 2025-26 Auditor's Report

Submit the converted electronic data to the County Auditor's office for inclusion on the property tax roll. If parcels kick-out, submit the listing of new and old Assessor Parcel Numbers to the City along with a copy of the parcel maps which show the old and new parcels so that the City can recalculate the levy amounts for each new parcel. Resubmit the new parcels and their corresponding levy amounts to the County Auditor's office in their required electronic format for inclusion on the property tax roll.

Task 3 - FY 2025-26 Final Assessment Roll

Confirm final acceptance of the levies by the County and provide the City with the Final Assessment Roll in electronic format for its records.

RESPONSIBILITIES OF THE CITY

1) Provide qualified legal counsel to review and approve documents;
2) Review and approve all budgets, staff reports, resolutions, and legal notices;
3) Publish notices of public hearing; and
4) Schedule and place items on the agenda for the required City Council meetings.

FEE SCHEDULE

Francisco & Associates proposes fees for the services listed in this proposal as follows:

Landscape and Lighting Assessment Districts*: Time & Materials not to exceed $34,505

Emergency Medical Services Charge: $3,875 (Lump Sum)

Weed Abatement Charge: $775 (Lump Sum)

* A breakdown of the required hours estimated to complete each task is attached as Appendix A.

The scope of work associated with the annexation of property into existing Landscape and Lighting Assessment Districts or formation of new Landscape and Lighting Assessment Districts is not included in this proposal and will be provided as requested. Also, any additional work requested and authorized by the City will be billed on a time and materials basis (unless a lump sum fee is agreed to by both parties) at the hourly rates shown below.

F&A Personnel Classification	Hourly Rate
Principal/Project Manager	$225
Associate Engineer	$175
Senior Project Analyst	$160
Project Analyst	$150
Administrative Staff	$95

Reimbursable expenses will be billed in addition to the fees above at cost plus 15% not to exceed $500. Reimbursable expenses include overnight mail, duplication, County Assessor fees, County Recorder fees, County Auditor fees, etc.

APPENDIX A

BREAKDOWN OF REQUIRED HOURS ESTIMATED TO COMPLETE EACH TASK FOR THE DISTRICTS

The estimate of hours below corresponds to the tasks described in this proposal associated with the City's Landscaping and Lighting Assessment Districts and related Benefit Zones.

Task Description	Projected Hours by Classification			Total Hours	Estimate of Cost
	Principal/ Project Manager	Project Analyst	Clerical		
1 - Project Meetings	4	2	0	6	$1,200.00
2 - Collect and Review Available Data	4	4	0	8	$1,500.00
3 - Initiation of the FY 2025-26 Assessment Levies	2	2	0	4	$750.00
4 - Prepare Preliminary FY 2025-26 Parcel Databases	4	16	0	20	$3,300.00
5 - Update Assessment Diagrams	2	4	0	6	$1,050.00
6 - Update Geographic Information Systems (GIS) Layers of Improvements	4	12	0	16	$2,700.00
7 - Prepare Maintenance Improvement Diagrams	4	12	0	16	$2,700.00
8 - Prepare FY 2025-26 Budgets	8	16	0	24	$4,200.00
9 - FY 2025-26 Preliminary Engineer's Reports	16	8	2	26	$4,990.00
10 - Resolutions of Intention and Approval of the Preliminary Engineer's Reports	4	2	0	6	$1,200.00
11 - FY 2025-26 Resolution of Intention City Council Meeting	4	0	0	4	$900.00
12 - FY 2025-26 Final Engineer's Reports	1	2	2	5	$715.00
13 - Notice of Public Hearing	1	1	0	2	$375.00
14 - Resolutions Approving Final Engineer's Reports and Authorizing Levy	2	2	0	4	$750.00
15 - FY 2025-26 Public Hearing	4	0	0	4	$900.00
16 - Prepare Final FY 2025-26 Parcel Databases	4	8	0	12	$2,100.00
17 - Filing of FY 2025-26 Engineer's Reports and Resolutions	1	1	0	2	$375.00
18 - FY 2025-26 Auditor's Reports	2	2	0	4	$750.00
19 - FY 2025-26 Final Assessment Rolls	1	2	0	3	$525.00
20 - Field Property Owner Inquiries	1	2	0	3	$525.00
21 - Assist with Expenditure Coding	8	8	0	16	$3,000.00
Total Hours:	**81**	**106**	**4**	**191**	
Total Estimate of Cost:	**$18,225.00**	**$15,900.00**	**$380.00**		**$34,505.00**

@2501C

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 21st day of March, 2023 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and FRANCISCO & ASSOCIATES, INC., a CALIFORNIA CORPORATION ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested a proposal to perform services generally including special professional services related to the administration of the City's Landscaping and Lighting Districts; and

WHEREAS, in response to City's request, Consultant submitted a proposal (hereinafter "Proposal") and, after negotiations, Consultant agreed to perform the Services more particularly described in Exhibit "A" ("Services"), in return for the compensation described in this Agreement and Exhibit "A"; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of **Forty-Six Thousand Eight Hundred Fifty and No/100 Dollars ($46,850.00)** unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

City of Newark
Attn: Finance Department
37101 Newark Blvd.
Newark, CA 94560

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

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

Consultant agrees to include with all Subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

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

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

8. INFORMATION AND DOCUMENTATION.

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

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

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

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

12. PUBLIC WORKS REQUIREMENTS. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

13. PUBLIC WORKS CONTRACTOR REGISTRATION. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and

4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

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

Consultant shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.

4. Errors and Omissions Liability:	**$1,000,000** per occurrence or claim; $2,000,000 aggregate.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

No policy required by this paragraph 14 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. Acceptability of Insurers.

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

Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

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

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

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

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

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

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

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

15. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

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

18. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

19. CONTRACT ADMINISTRATION. This Agreement shall be administered by _____ of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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

FRANCISCO & ASSOCIATES, INC.	**CITY OF NEWARK**
ED ESPINOZA	PUBLIC WORKS DIRECTOR
Principal	**Administrator**
Address: Francisco & Associates, Inc. 231 Market Place, Suite 543 San Ramon, CA 94583	City of Newark Attn: Public Works Director 37101 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date 3-17-23

FRANCISCO & ASSOCIATES, INC
a California corporation

By _____

Date 3/10/2023

Ed Espinoza
Printed Name

Attest:

_____
City Clerk

Date 3/21/2023

Approved as to form:

_____
City Attorney

Date 3/15/23

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

Francisco & Associates will provide assessment engineering and Fiscal Year (FY) 2023-24 administration services for the **City's Landscaping & Lighting Assessment District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 & 19 and their corresponding 66 Benefit Zones (collectively referred to as "Districts")**. Our goal is to position ourselves as the City's expert resource and an extension of staff, rather than as a consultant. The project approach and scope of services include attendance at project meetings, an audit of each Landscaping and Lighting Assessment District's boundaries and databases, development of budgets, preparation of the annual resolutions and staff reports, preparation of Engineer's Reports to strengthen compliance with the Landscape and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County secured property tax roll, and property owner assistance throughout the year. The specific tasks related to these services are outlined as follows:

SCOPE OF SERVICES

Task 1 - Project Meetings

Meet with City staff to review scope of work, project schedule, annexations/de-annexations, changes in the number and types of improvements to be maintained for the ensuing fiscal year and discuss compliance of existing Districts and their assessment methodologies with the Landscape and Lighting Act of 1972 and Proposition 218. More specifically, to comply with the provisions of Proposition 218, the description of the assessment methodologies will need to be expanded upon to identify how the improvements maintained confer benefits to the properties within each District and each individual benefit zone, identification and quantification of the general versus special benefits, and describe the allocation of special benefit more clearly to each benefitting parcel.

Task 2 – Collect and Review Available Data

Coordinate with City staff and the County auditor's office to obtain information needed to provide the services in this scope of services, such as the District formation documents, annexation documents, assessor's files, copies of secured rolls, assessment diagrams, budget information, and land use and property characteristics for parcels within the boundaries of each District and each of the benefit zones. To the extent available, the City will also provide improvement plans, easements, HOA information, and inventory of the landscape, streetlights, trees, and other areas maintained by each District and benefit zone.

Task 3 – Initiation of the FY 2023-24 Assessment Levies

Prepare drafts of the staff report(s) and resolutions for the City Council meeting initiating the FY 2023-24 assessment process for each of the thirteen (13) Districts and related benefit zones. Review the draft staff report(s) and resolutions with City staff and incorporate changes prior to finalization.

Task 4 – Audit Existing Databases and Preliminary FY 2023-24 Parcel Databases

Establish the parcel databases for each of the thirteen (13) Districts and associated benefit zones, to include the most current parcel information including property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to calculate annual assessments.

As part of establishing the parcel databases for FY 2023-24, Francisco & Associates will review and audit the Districts and each benefit zone. The review and audit will include reviewing the boundaries specific to each District and benefit zone and auditing the annual property characteristics and levy calculations. More specifically, we will apply each District and benefit zone's assessment methodology to all applicable parcels identified in the audit of the District's boundaries, to ensure that all parcels within the boundaries of each District and benefit zone are included in the database, parcels located outside of the District boundaries are excluded from the database, and that the application of the assessment methodology has been applied correctly to ensure the City receives all the revenues to which it is entitled.

Task 5 - Prepare Updated Assessment Diagrams

Prepare updated Assessment Diagrams identifying each of the thirteen (13) Districts and associated benefit zones. This includes updating the assessment diagrams to include all new parcels that have been created from the prior fiscal year.

Task 6 - Prepare Maintenance Improvement Diagrams

Locate each improvement being maintained by the thirteen (13) Districts and related benefit zones and prepare Maintenance Improvement Diagrams identifying the authorized improvements maintained for each of the Districts and related benefit zones. The Maintenance Improvement Diagrams will include all new parcels that have been created from the prior fiscal year and any new improvements to be maintained.

Task 7 – Prepare FY 2023-24 District Budgets

Coordinate with the City's Public Works, Finance, and Maintenance departments to prepare FY 2023-24 budget tables for each of the thirteen (13) Districts and associated benefit zones utilizing the previous fiscal year's actual expenditures, current fiscal year's actual expenditures to date, and anticipated cost increases for the ensuing fiscal year. The FY 2023-24 budgets will include and consider maintenance contract costs, utility costs, capital improvement projects, incidental costs (engineering, legal, administration, etc.), City staff time, overhead cost allocations, operating and capital reserves, and each District's and benefit zone's fund balances.

Once draft FY 2023-24 budgets are prepared, review each with City staff to address comments/questions and determine if changes to the level of services provided is appropriate for the ensuring fiscal year. Incorporate comments and feedback received from City staff and obtain approval of the final FY 2023-24 budgets prior to preparing the Preliminary Engineer's Reports.

Task 8 - Draft FY 2023-24 Preliminary Engineer's Reports

Based upon the information received at the project kick-off meeting and other team meetings, prepare the draft FY 2023-24 Preliminary Engineer's Reports for each of the thirteen (13) Districts. The draft Preliminary Engineer's Reports will comply with the requirements of the Landscape and Lighting Act of 1972 and include: a description of improvements, budgets, benefit spread methodologies, assessment district/benefit zone diagrams, maintenance diagrams, and a listing of each parcel's proposed assessment.

Additionally, each District's draft Preliminary Engineer's Report will include a benefit analysis supporting the existing method of assessment for each District and benefit zone established at the time of District formation to strengthen compliance with the statutory provisions outlined in the State of California Streets and Highways Code Landscaping and Lighting Act of 1972 and Articles XIIIC and XIIID of the State Constitution, otherwise known as Proposition 218. Development of the benefit analyses will require identifying which Districts are exempt from the provisions of Proposition 218 and which are not.

The benefit analysis for all Districts and related benefit zones are expected to include review of the types of improvements maintained, the location of each improvement in relation to properties within the boundaries of each District and benefit zone, and how the existing assessment methodology allocates the costs to the benefiting properties. For those Districts and benefit zones that are not exempt from, and which are subject to the provisions of Proposition 218, develop a more extensive description that supports the existing method of assessment and how the improvements to be maintained confer special benefits to properties within the District and identify the general benefits and quantify the costs associated with the general benefits conferred to the public at large to further support compliance with Proposition 218.

Task 9 – Finalize FY 2023-24 Preliminary Engineer's Reports

Submit the thirteen (13) Draft Preliminary Engineer's Reports to City staff for review and comment. Based upon the comments received from City staff on the Draft Preliminary Engineer's Reports, prepare the final version of the thirteen (13) Preliminary Engineer's Reports and submit to City staff for City Council approval. The Preliminary Engineer's Reports will be prepared and signed by one of our on-staff registered Professional Engineers.

Task 10 – Resolutions of Intention and Approval of the Preliminary Engineer's Reports

Prepare drafts of the staff report(s) and resolutions for the City Council meeting regarding acceptance of the Preliminary Engineer's Reports and adoption of the Resolutions of Intention. Review the draft staff report(s) and resolutions with City staff and incorporate changes prior to finalization.

Task 11 – FY 2023-24 Resolution of Intention City Council Meeting

If requested, attend the City Council meeting regarding the adoption of the Resolutions of Intention to assist City staff with questions from City Council and the public.

Task 12 – FY 2023-24 Final Engineer's Reports

Based upon the comments received from City staff and City Council at the City Council meeting referenced in Task 11 above, prepare the thirteen (13) Final Engineer's Reports and submit to the City for City Council approval. The Final Engineer's Report will be prepared and signed by one of our on-staff registered Professional Engineers in compliance with the provisions of Proposition 218.

Task 13 – Notice of Public Hearing

Prepare the draft Notice of Public Hearing for City staff review and approval. Finalize the Notice of Public Hearing and send to the City Clerk for publication in the newspaper.

Task 14 - Resolutions Approving Final Engineer's Reports and Authorizing Levy

Prepare drafts of the staff report(s) and resolutions for the City Council meeting regarding approval of the Final Engineer's Reports and adoption of the Resolutions Authorizing the Levy of Assessments. Review the draft staff report(s) and resolutions with City staff and incorporate changes prior to finalization.

Task 15 – FY 2023-24 Public Hearing

If requested, attend the Public Hearing regarding adoption of the Resolutions Approving the Final Engineer's Reports and Authorizing the Levying of Assessments to assist City staff with questions from City Council and the public.

Task 16 – Prepare Final FY 2023-24 Parcel Databases

In July, obtain a copy of the 2023 closed roll database from the County Assessor. Update the parcel databases for each of the thirteen (13) Districts with the most current parcel information such as: property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to recalculate the ensuing year's assessments. Finalize the FY 2023-24 assessment databases and levy calculations for each of the Districts.

Task 17 - Filing of FY 2023-24 Engineer's Reports and Resolutions

In accordance with the County's annual submittal requirements, file the Engineer's Reports, Assessment Diagram, and Resolutions Authorizing the Levy of Assessments with the Alameda County Auditor's office.

Task 18 – FY 2023-24 Auditor's Reports

Prepare the annual Auditor's Reports in the Alameda County approved format for each of the thirteen (13) Districts. If there are any rejected parcels resulting from the first submittal, research them and resubmit to the County to ensure the City receives all the assessment revenue to which they are entitled.

Task 19 – FY 2023-24 Final Assessment Rolls

Provide the City with Final Assessment Rolls in electronic format for their records.

Task 20 – Field Property Owner Inquiries

Provide a phone number to be placed on property tax bills and field and address property owner inquiries throughout the year.

RESPONSIBILITIES OF THE CITY

1) Provide qualified legal counsel to review and approve all District documents;
2) Review and approve all budgets, staff reports, resolutions, and legal notices;
3) Publish the notice of public hearing; and
4) Schedule and place the annual items on the agenda for the required City Council meetings.

FEE SCHEDULE

Francisco & Associates proposes a lump sum fee in an amount of $46,350 for the services listed in this proposal. A breakdown of the required hours estimated to complete each task is attached as Appendix A.

Any additional work requested and authorized by the City will be billed on a time and materials basis (unless a lump sum fee is agreed to by both parties) at the hourly rates shown below.

Classification	Hourly Rate
Principal/Project Manager	$195.00
Associate Engineer	$150.00
Senior Project Analyst	$150.00
Project Analyst	$135.00
Clerical	$75.00

Reimbursable expenses will be billed in addition to the lump sum fee above at cost plus 15%. Reimbursable expenses include overnight mail, duplication, County Assessor fees, County Recorder fees, County Auditor fees, etc. Reimbursable expenses will not exceed $500.00.

APPENDIX A

BREAKDOWN OF REQUIRED HOURS ESTIMATED TO COMPLETE EACH TASK

The estimate of hours below to perform the tasks outlined in this proposal is for the City's 13 Landscaping and Lighting Assessment Districts and related 66 Benefit Zones.

Task	Projected Hours by Classification				Total Hours	Estimate of Cost
	Principal/ Project Manager	Associate Engineer	Project Analyst	Clerical		
1 - Project Meetings	4	0	2	0	6	$1,050.00
2 - Collect and Review Available Data	8	0	4	0	12	$2,100.00
3 - Initiation of the FY 2023-24 Assessment Levies	4	0	2	0	6	$1,050.00
4 - Audit Existing Databases and Preliminary FY 2023-24 Parcel Databases	12	0	24	0	36	$5,580.00
5 - Prepare Updated Assessment Diagrams	2	0	8	0	10	$1,470.00
6 - Prepare Maintenance Improvement Diagrams	4	8	24	0	36	$5,220.00
7 - Prepare FY 2023-24 District Budgets	16	0	16	0	32	$5,280.00
8 - Draft FY 2023-24 Preliminary Engineer's Reports	32	4	24	8	68	$10,680.00
9 - Finalize FY 2023-24 Preliminary Engineer's Reports	4	0	4	2	10	$1,470.00
10 - Resolutions of Intention and Approval of the Preliminary Engineer's Reports	4	0	4	0	8	$1,320.00
11 - FY 2023-24 Resolution of Intention City Council Meeting	4	0	0	0	4	$780.00
12 - FY 2023-24 Final Engineer's Reports	4	0	4	2	10	$1,470.00
13 - Notice of Public Hearing	1	0	2	0	3	$465.00
14 - Resolutions Approving Final Engineer's Reports and Authorizing Levy	4	0	4	0	8	$1,320.00
15 - FY 2023-24 Public Hearing	4	0	0	0	4	$780.00
16 - Prepare Final FY 2023-24 Parcel Databases	8	0	16	0	24	$3,720.00
17 - Filing of FY 2023-24 Engineer's Reports and Resolutions	1	0	2	0	3	$465.00
18 - FY 2023-24 Auditor's Reports	2	0	4	0	6	$930.00
19 - FY 2023-24 Final Assessment Rolls	1	0	2	0	3	$465.00
20 - Field Property Owner Inquiries	1	0	4	0	5	$735.00
Total Hours	**120**	**12**	**150**	**12**	**294**	
Total Estimate of Cost	**$23,400.00**	**$1,800.00**	**$20,250.00**	**$900.00**		**$46,350.00**

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date _____

FRANCISCO & ASSOCIATES, INC
a California corporation

By _____

Date 3/10/2023

Ed Espinoza
Printed Name

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
City Attorney

Date _____

Client#: 1998057 FRANCASSOC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cynthia Cadenhead
Temecula Insurance, div of USI 41923 2nd Street, Suite 201 Temecula, CA 92590 951 694-5200	PHONE (A/C, No, Ext): 951 694-5200 FAX (A/C, No): 951-302-0470 E-MAIL ADDRESS: cynthia.cadenhead@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Transportation Insurance Company	20494
INSURER C : Employers Preferred Insurance Company	10346
INSURER D : US Specialty Insurance Company	29599
INSURER E :	
INSURER F :	

INSURED
Francisco & Associates, Inc.
5927 Balfour Ct Ste 109
Carlsbad, CA 92008

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	7013631642	12/15/2022	12/15/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7013631642	12/15/2022	12/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7018261866	12/15/2022	12/15/2023	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	EIG489349101	12/15/2022	12/15/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			USS2233423	12/15/2022	12/15/2023	$2,000,000 Each Claim $2,000,000 Aggregate 15,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Assessment District, LLAD, EMS, Lein Administration.Certificate holder is hereby named as additional insured.

CERTIFICATE HOLDER

City of Newark
37101 Newark Blvd
Newark, CA 94560

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CXCSL

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	

This policy is subject to a minimum charge of $250 for the issuance of waivers of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12/15/2022 at 12:01 AM standard time, forms a part of

Policy No. EIG 4893491 01 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to FRANCISCO & ASSOCIATES, INC. Endorsement No.

Premium

Countersigned at _____ on _____ By: K. Antonelos

Authorized Representative

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CNA

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. **"Bodily injury"** or **"property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such **"written contract;"**

b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** as co-owner of such premises.

c. **Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury,"** **"property damage,"** or **"personal and advertising injury"** as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury"** or **"property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such "bodily injury" or **"property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury"** or **"property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) **"Bodily injury", "property damage"** or **"personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) **"Bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for **"bodily injury," "property damage"** or **"personal and advertising injury"** for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For **"bodily injury," "property damage,"** or **"personal and advertising injury"** arising out of the rendering or failure to render any professional services;

(2) For **"bodily injury"** or **"property damage"** included in the **"products-completed operations hazard."** But this provision **(2)** does not apply to such **"bodily injury"** or **"property damage"** if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the **"written contract"**; and

(b) The **"written contract"** requires you to make the person or organization an additional insured for such **"bodily injury"** or **"property damage"**; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a **"written contract"** requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The **"bodily injury"** or **"property damage;"** or

(b) The offense that caused the **"personal and advertising injury"**;

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your **"employees"** for **"bodily injury"** that results from providing cardiopulmonary resuscitation or other first aid services to a co-**"employee"** or **"volunteer worker"** that becomes necessary while your **"employee"** is performing duties in the conduct of your business. Your **"employees"** are hereby insureds for such services. But the insured status conferred by this provision does not apply to **"employees"** whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

   k. Damage To Property

   "Property damage" to:

   1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
   2. Premises you sell, give away or abandon, if the **"property damage"** arises out of any part of those premises;
   3. Property loaned to you;
   4. Personal property in the care, custody or control of the insured;
   5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the **"property damage"** arises out of those operations; or
   6. That particular part of any property that must be restored, repaired or replaced because **"your work"** was incorrectly performed on it.

   Paragraph **2** of this exclusion does not apply if the premises are **"your work"** and were never occupied, rented or held for rental by you.

   Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to **"property damage"** (other than damage by fire or explosion) to premises:

   (1) rented to you:

   (2) temporarily occupied by you with the permission of the owner, or

   (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

   A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

   Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

   Paragraph **6** of this exclusion does not apply to **"property damage"** included in the **"products-completed operations hazard."**

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

   Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of **"property damage"** to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of **"personal and advertising injury"** is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any **"executive officer,"** director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of **"Personal and advertising injury"** is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND FRANCISCO AND ASSOCIATES, INC.

This First Amendment to the Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Francisco and Associates, Inc., a California corporation ("Consultant") (sometimes referred to as "Parties") dated March 21, 2023 (the "Agreement"), is entered into as of April 17, 2024, for additional Landscaping and Lighting District administration services, Emergency Medical Services Charge assessment roll preparation and Weed Abatement Charge assessment roll preparation, collectively Special Financing District Administration Services.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of having Consultant perform Landscaping and Lighting District administration services for Fiscal Year 2024 for compensation in the amount not-to-exceed $46,850; and

WHEREAS, Section 27, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount for Fiscal Year 2025 for additional Landscaping and Lighting District administration services in the compensation amount of $36,775, Emergency Medical Services Charge assessment roll preparation services in the amount of $3,775 and Weed Abatement Charge assessment roll preparation services in the amount of $750, collectively Fiscal Year 2025 Special Financing District Administration Services in the total compensation amount of $41,300 pursuant to the attached proposal provided by Francisco and Associates, Inc., as Exhibit "A" dated February 12, 2024 ("Proposal"); and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 1, Consultant's Services, of the Agreement, is amended to include the additional scope of services identified in Exhibit A, Francisco and Associates, Inc. Proposal for Fiscal Year 2025 Special Finance District Administration Services dated February 12, 2024, attached hereto.

2. Section 3.A., "Not to Exceed" Compensation, of the Agreement, is amended to increase the not-to-exceed compensation for Fiscal Year 2025 by $41,300 for a total not-to-exceed amount of $88,150 for performance of the scope of services described in the Proposal.

3. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

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CITY OF NEWARK

DocuSigned by:
075767B2C2304C4...

David J. Benoun
City Manager

Dated: 4/16/2024

FRANCISCO AND ASSOCIATES, INC.

By: DocuSigned by:
Ed Espinoza
BCA3404B2934424...

Ed Espinoza
Printed Name

Dated: 4/10/2024

Attest:

DocuSigned by:
Sheila Harrington
AD90989DBABE45E...

Sheila Harrington
City Clerk

Approved as to Form:

DocuSigned by:
kristopher kokotaylo
95B17C2767614AB...

Kristopher J. Kokotaylo
City Attorney

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EXHIBIT A

Francisco and Associates, Inc. Proposal for Fiscal Year 2025 Special Financing District Administration Services dated February 12, 2024

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FRANCISCO AND ASSOCIATES
Where Innovative Strategies Fund Tomorrow's Communities

Northern California
925-867-3400
Southern California
760-438-5330

February 12, 2024

Soren Fajeau
Public Works Director
City of Newark
37101 Newark Boulevard
Newark, CA 94560

Subject: Proposal for FY 2024-25 Special Financing District Administration Services

Dear Soren:

Please find enclosed our proposal to provide Special Financing District Administration Services for Fiscal Year (FY) 2024-25. The proposed scope of work for the City's Landscaping and Lighting Assessment Districts includes attendance at project meetings, development of budgets, preparation of the annual resolutions and staff reports, preparation of Engineer's Reports in compliance with the Landscape and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County secured property tax roll, and property owner assistance throughout the year. The proposed scope of work for the City's Emergency Medical Services Charge and Weed Abatement Charges includes placement of the charges on the Alameda County secured property tax roll and property owner assistance throughout the year.

If you have any questions regarding this proposal, please give me a call at (925) 867-3400.

Sincerely,

FRANCISCO & ASSOCIATES

Eduardo Espinoza, P.E.
Principal

Enclosure

Cc: Jayson Imai, City of Newark
Krysten Lee, City of Newark
Gloria Del Rosario, City of Newark
Brian Brown, Francisco & Associates

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SCOPE OF WORK FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS

Francisco & Associates will provide assessment engineering and Fiscal Year (FY) 2024-25 administration services for the **City's Landscaping & Lighting Assessment District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 & 19 and their corresponding 66 Benefit Zones (collectively referred to as "Districts")**. The project approach and scope of work includes attendance at project meetings, development of budgets, preparation of the annual resolutions and staff reports, preparation of Engineer's Reports in compliance with the Landscape and Lighting Act of 1972 and Proposition 218, preparation of assessment and maintenance diagrams, preparation of the annual levy calculations, placement of assessments on the Alameda County ("County") secured property tax roll, and property owner assistance throughout the year. The specific tasks are outlined as follows.

Task 1 – Project Meetings

Meet with City staff to review scope of work, project schedule, annexations/de-annexations, changes in the number and types of improvements to be maintained for the ensuing fiscal year and discuss compliance of Districts and their assessment methodologies with the Landscape and Lighting Act of 1972 and Proposition 218.

Task 2 – Collect and Review Available Data

Coordinate with City staff and the County auditor's office to obtain information needed to complete the tasks in this scope of work, such as the District formation documents, annexation documents, assessor's files, copies of secured rolls, assessment diagrams, budget information, and land use and property characteristics for parcels within the boundaries of each District and each of the benefit zones. To the extent available, the City will also provide improvement plans, HOA information, and inventory of the landscape, streetlights, trees, and other areas maintained by the Districts.

Task 3 – Initiation of the FY 2024-25 Assessment Levies

Prepare drafts of the staff report and resolution for the City Council meeting initiating the FY 2024-25 approval process for the Districts. Review the draft staff report and resolution with City staff and revise as needed.

Task 4 – Dissolution of Landscaping & Lighting Assessment District Nos. 6, 10, and 13

If requested by City staff, incorporate narrative regarding dissolution of Landscaping & Lighting Assessment District Nos. 6, 10, and 13 into the staff report(s) and resolutions for the City Council meeting initiating the FY 2024-25 approval process for the Districts.

Task 5 – Prepare Preliminary FY 2024-25 Parcel Databases

Establish the parcel databases for the Districts, to include the most current parcel information including property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to calculate annual assessments.

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Task 6 – Update Assessment Diagrams

Update Assessment Diagrams for the Districts to include new parcels that have been created from the prior fiscal year.

Task 7 – Create Geographic Information Systems (GIS) Layers of Improvements

Identify all improvements maintained by the Districts and create a GIS layer for each improvement type. The GIS layers will include an attribute table of characteristics that can serve as an asset management tool for the City going forward. F&A will provide the final GIS layers to City staff in their desired format. For streetlights, F&A will assist the City in coordinating with PG&E to obtain the current streetlight layer for the City.

Task 8 – Prepare Maintenance Improvement Diagrams

Based on the GIS layers created per Task 7, prepare Maintenance Improvement Diagrams for each of the Districts. The Maintenance Improvement Diagrams can be included in future Engineer's Reports as requested by City staff.

Task 9 – Prepare FY 2024-25 Budgets

Coordinate with the City's Public Works, Finance, and Maintenance departments to prepare FY 2024-25 budget tables for the Districts utilizing the previous fiscal year's actual expenditures, current fiscal year's actual expenditures to date, and anticipated cost increases for the ensuing fiscal year. The FY 2024-25 budgets will include and consider maintenance contract costs, utility costs, capital improvement projects, incidental costs (engineering, legal, administration, etc.), City staff time, overhead cost allocations, operating and capital reserves, and fund balances.

Once draft FY 2024-25 budgets are prepared, review with City staff to address comments/questions and determine if changes to existing levels of service are appropriate for the ensuing fiscal year. Incorporate comments and feedback from City staff and obtain approval of the final FY 2024-25 budgets for inclusion in the Engineer's Reports.

Task 10 - FY 2024-25 Preliminary Engineer's Reports

Based upon the information received at project team meetings, prepare the draft FY 2024-25 Preliminary Engineer's Reports for the Districts. The draft Preliminary Engineer's Reports will comply with the requirements of the Landscape and Lighting Act of 1972 and include: a description of improvements, budgets, benefit spread methodologies, assessment district/benefit zone diagrams, maintenance improvement diagrams, and a listing of each parcel's proposed assessment.

For the Districts that are not exempt from the provisions of Proposition 218, the draft Preliminary Engineer's Reports will include a benefit analysis supporting the existing method of assessment for the Districts established at the time of formation to strengthen compliance with the statutory provisions outlined in Proposition 218. The benefit analysis for the Districts will include review of the types of improvements maintained, the location of each improvement in relation to properties within the boundaries of the Districts, and how the existing assessment

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methodology allocates the costs to the benefiting properties. For those Districts that are not exempt from, and which are subject to the provisions of Proposition 218, develop a more extensive description that supports the existing method of assessment and how the improvements to be maintained confer special benefits to properties within the Districts and identify the general benefits and quantify the costs associated with the general benefits conferred to the public at large.

Submit the Draft Preliminary Engineer's Reports to City staff for review and comment. Based upon the comments received from City staff on the Draft Preliminary Engineer's Reports, prepare the final version of the Preliminary Engineer's Reports and submit to City staff for City Council approval. The Preliminary Engineer's Reports will be prepared and signed by one of our on-staff registered Professional Engineers.

Task 11 – Resolutions of Intention and Approval of the Preliminary Engineer's Reports

Prepare drafts of the staff report(s) and resolutions for the City Council meeting regarding acceptance of the Preliminary Engineer's Reports and adoption of the Resolutions of Intention. Review the draft staff report(s) and resolutions with City staff and incorporate revisions as needed.

Task 12 – FY 2024-25 Resolution of Intention City Council Meeting

If requested, attend the City Council meeting regarding adoption of the Resolutions of Intention and Approval of the Preliminary Engineer's Reports to assist City staff with questions from City Council and the public.

Task 13 – FY 2024-25 Final Engineer's Reports

Based upon the comments received from City staff and City Council at the City Council meeting referenced in Task 12 above, prepare the Final Engineer's Reports and submit to the City for City Council approval. The Final Engineer's Reports will be prepared and signed by one of our on-staff registered Professional Engineers.

Task 14 – Notice of Public Hearing

Prepare the draft Notice of Public Hearing for City staff review and approval. Finalize the Notice of Public Hearing and send it to the City Clerk for publication in the newspaper.

Task 15 - Resolution Approving Final Engineer's Reports and Authorizing Levy

Prepare drafts of the staff report and resolution for the City Council meeting regarding approval of the Final Engineer's Reports and adoption of the Resolution authorizing the Levy of Assessments. Review the draft staff report and resolution with City staff and incorporate revisions as needed.

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Task 16 – FY 2024-25 Public Hearing

If requested, attend the Public Hearing regarding adoption of the Resolution Approving the Final Engineer's Reports and authorizing the levying of assessments to assist City staff with questions from City Council and the public.

Task 17 – Prepare Final FY 2024-25 Parcel Databases

In July, obtain a copy of the 2024 closed roll database from the County Assessor. Update the parcel databases for the Districts with the most current parcel information such as: property owner name, mailing address, situs address, use code, benefit zone, acreage, frontage, building square footage, units, and any other pertinent parcel attributes that are needed to recalculate the ensuing year's assessments. Finalize the FY 2024-25 assessment databases and levy calculations for the Districts.

Task 18 - Filing of FY 2024-25 Engineer's Reports and Resolutions

In accordance with the County's annual submittal requirements, file the Engineer's Reports, Assessment Diagrams, and Resolutions authorizing the levy of assessments with the County auditor's office.

Task 19 – FY 2024-25 Auditor's Reports

Prepare the annual Auditor's Reports in the County approved format for the Districts. If there are any rejected parcels resulting from the first submittal, research them and resubmit them to the County to ensure the City receives all the assessment revenue to which they are entitled.

Task 20 – FY 2024-25 Final Assessment Rolls

Provide the City with Final Assessment Rolls in electronic format for their records.

Task 21 – Field Property Owner Inquiries

Provide a phone number to be placed on property tax bills and field property owner inquiries throughout the year.

Task 22 – Assist with Expenditure Coding

If requested by City staff, assist City staff with expenditure coding during FY 2024-25 to provide actuals that will streamline the budgeting process going forward.

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SCOPE OF WORK FOR EMERGENCY MEDICAL SERVICES CHARGE

Task 1 – Prepare FY 2024-25 Parcel Database

Develop the City's Emergency Medical Services database based upon the County's ensuing year's closed property tax roll information.

Task 2 – Determine FY 2024-25 Maximum Special Tax Rates

Calculate the Emergency Medical Services tax for each taxable parcel located within the City based on the Emergency Medical Services tax formula, provided by the City.

Task 3 – FY 2024-25 Auditor's Report

Prepare the data in the County's required electronic format listing the Emergency Medical Services tax for each taxable parcel within the City. Submit the electronic data to the County Auditor's office for processing. If there are any parcel kick-outs, research the parcels and resubmit them to the County so that they are included on the property tax roll.

Task 4 – FY 2024-25 Final Assessment Roll

Confirm final acceptance of the levies by the County and provide the City with the Final Assessment Roll in electronic format for its records.

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SCOPE OF WORK FOR WEED ABATEMENT CHARGE

Task 1 - Prepare FY 2024-25 Parcel Database

Based upon the Fiscal Year 2024-25 electronic listing of Assessor Parcel Numbers and corresponding levy amounts received from the City, convert the information into the County's required electronic format.

Task 2 - FY 2024-25 Auditor's Report

Submit the converted electronic data to the County Auditor's office for inclusion on the property tax roll. If parcels kick-out, submit the listing of new and old Assessor Parcel Numbers to the City along with a copy of the parcel maps which show the old and new parcels so that the City can recalculate the levy amounts for each new parcel. Resubmit the new parcels and their corresponding levy amounts to the County Auditor's office in their required electronic format for inclusion on the property tax roll.

Task 3 - FY 2024-25 Final Assessment Roll

Confirm final acceptance of the levies by the County and provide the City with the Final Assessment Roll in electronic format for its records.

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RESPONSIBILITIES OF THE CITY

1) Provide qualified legal counsel to review and approve documents;
2) Review and approve all budgets, staff reports, resolutions, and legal notices;
3) Publish notices of public hearing; and
4) Schedule and place items on the agenda for the required City Council meetings.

FEE SCHEDULE

Francisco & Associates proposes fees for the services listed in this proposal as follows:

Landscape and Lighting Assessment Districts*: Time & Materials not to exceed $36,775

Emergency Medical Services Charge: $3,775 (Lump Sum)

Weed Abatement Charge: $750 (Lump Sum)

* A breakdown of the required hours estimated to complete each task is attached as Appendix A.

The scope of work associated with the annexation of property into existing Landscape and Lighting Assessment Districts or formation of new Landscape and Lighting Assessment Districts is not included in this proposal and will be provided as requested. Also, any additional work requested and authorized by the City will be billed on a time and materials basis (unless a lump sum fee is agreed to by both parties) at the hourly rates shown below.

F&A Personnel Classification	Hourly Rate
Principal/Project Manager	$215
Associate Engineer	$175
Senior Project Analyst	$150
Project Analyst	$140
Clerical	$75

Reimbursable expenses will be billed in addition to the fees above at cost plus 15% not to exceed $500. Reimbursable expenses include overnight mail, duplication, County Assessor fees, County Recorder fees, County Auditor fees, etc.

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APPENDIX A

BREAKDOWN OF REQUIRED HOURS ESTIMATED TO COMPLETE EACH TASK

The estimate of hours below to perform the tasks outlined in this proposal is for the City's Landscaping and Lighting Assessment Districts and related Benefit Zones.

Task	Projected Hours by Classification			Total Hours	Estimate of Cost
	Principal/ Project Manager	Project Analyst	Clerical		
1 - Project Meetings	4	2	0	6	$1,140.00
2 - Collect and Review Available Data	4	4	0	8	$1,420.00
3 - Initiation of the FY 2023-24 Assessment Levies	2	2	0	4	$710.00
4 - Dissolution of Landscaping and Lighting Assessment Districts	4	0	0	4	$860.00
5 - Prepare Preliminary FY 2024-25 Parcel Databases	4	16	0	20	$3,100.00
6 - Update Assessment Diagrams	2	4	0	6	$990.00
7 - Create Geographic Information Systems (GIS) Layers of Improvements	4	24	0	28	$4,220.00
8 - Prepare Maintenance Improvement Diagrams	4	16	0	20	$3,100.00
9 - Prepare FY 2024-25 Budgets	8	16	0	24	$3,960.00
10 - FY 2024-25 Preliminary Engineer's Reports	16	8	2	26	$4,710.00
11 - Resolutions of Intention and Approval of the Preliminary Engineer's Reports	4	2	0	6	$1,140.00
12 - FY 2024-25 Resolution of Intention City Council Meeting	4	0	0	4	$860.00
13 - FY 2024-25 Final Engineer's Reports	1	2	2	5	$645.00
14 - Notice of Public Hearing	1	1	0	2	$355.00
15 - Resolutions Approving Final Engineer's Reports and Authorizing Levy	2	2	0	4	$710.00
16 - FY 2024-25 Public Hearing	4	0	0	4	$860.00
17 - Prepare Final FY 2024-25 Parcel Databases	4	16	0	20	$3,100.00
18 - Filing of FY 2024-25 Engineer's Reports and Resolutions	1	1	0	2	$355.00
19 - FY 2024-25 Auditor's Reports	2	2	0	4	$710.00
20 - FY 2024-25 Final Assessment Rolls	1	2	0	3	$495.00
21 - Field Property Owner Inquiries	1	2	0	3	$495.00
22 - Assist with Expenditure Coding	8	8	0	16	$2,840.00
Total Hours:	**85**	**130**	**4**	**219**	
Total Estimate of Cost:	**$18,275.00**	**$18,200.00**	**$300.00**		**$36,775.00**

STAFF REPORT

Item F. 1.

DATE	04/10/2025
TO	Honorable Mayor and City Council Members
FROM	Michael Coulom, Housing Policy and Programs Manager
SUBJECT	Adopt a resolution approving an Alternate Means of Compliance for the Thornton Avenue Apartments Project to provide 58 units for low-income households in lieu of payment of an affordable housing fee for a project consisting of 59 residential rental units (APNS: 92A-919-16-2, 92A-919-17-2, 92A-919-18). Exempt from the CEQA per CEQA Guidelines Sections 15332

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the Alternative Means of Compliance to Payment of Housing Impact Fee for the Thornton Avenue Apartments project (the "Project") (Attachment 1), based on the Affordable Housing Loan Agreement and First Amendment to Affordable Housing Loan Agreement, as provided in Attachments 2 and 3.

Satellite Affordable Housing Associates ("SAHA") submitted an application to develop 59 rental dwelling units at 6347, 6361, and 6375 Thornton Avenue (the “Project Site”). The Project Site is located between Arden Street and Cherry Street in the central part of the City of Newark and proximate to several services and amenities. The Project is approximately one-tenth of a mile outside of the Old Town Newark Specific Plan ("OTNSP") Area. SAHA is requesting to provide 58 units for extremely low-, very low-, and low-income households and one manager’s unit.

City Council has taken action at two previous meetings related to the Project. On March 23, 2023, City Council approved a loan of $12 million from the City’s Affordable Housing Impact Fee Fund to support SAHA’s acquisition and development of the Project Site. Most recently, City Council took action at its February 27, 2025 meeting to approve the City’s acquisition of the Project Site and its lease back to SAHA in order to improve the likelihood of the Project securing competitive affordable housing development funds.

Newark’s Affordable Housing Program requires that applicants pay an impact fee to preserve or increase the supply of affordable housing in the city. As an alternative to paying the impact fee, an applicant may provide on-site affordable housing units pursuant to Newark Municipal Code ("NMC") Section 17.18.050, subject to City Council

approval. The applicant is requesting to provide 58 affordable units in lieu of paying the impact fee.

Providing affordable units is subject to an Affordable Housing Regulatory Agreement established between the City and the residential developer. To comply with the requirements of NMC 17.80.050, the applicant has agreed to an Affordable Housing Regulatory Agreement. The Regulatory agreement will be between the City and Thornton L.P. (SAHA's project-specific subsidiary), and describes the obligations and securities required by the City.

At its meeting on March 25, 2025, the Planning Commission voted 5-0-0 to approve the Design Review, Minor Use Permit, Tentative Parcel Map, and a Density Bonus for the Project. The Commission adopted a second resolution finding the City's acquisition of the Project Site and its lease to SAHA conform to the City's General Plan. Last, the Commission adopted a resolution recommending that the City Council approve Alternative Means of Compliance for Payment of Housing Fees.

BACKGROUND

Newark's Sixth-Cycle Housing Element

The City Council adopted the City's sixth cycle Housing Element on October 26, 2023 for the 2023-2031 planning period. The California Department of Housing and Community Development (HCD) found the adopted Housing Element in compliance with state law on December 21, 2023. The Housing Element commits the City to continuing and implementing 32 policies and 45 programs such as Program H2.7 to provide financing for the development of 343 new homes for low-income households and Program H4.1 to develop anti-displacement and local preference policies for individuals who live or work in Newark.

Affordable Housing Workplan

The City Council adopted Resolution No. 11,201 in May 2021, adopting the City's Affordable Housing Workplan ("Workplan") and establishing parameters for the use of the City's Affordable Housing Impact Fee Fund ("Fund"). Among other uses, the Workplan estimated providing up to 40 percent of funds for the development of new affordable housing through a competitive Notice of Funding Availability ("NOFA") and 40 percent of funds to acquisition of land for affordable housing.

Notice of Funding Availability

In June 2022, the City issued a NOFA inviting developers of deed-restricted affordable new-construction multifamily rental housing projects in the Bay Area to apply for funding assistance. Up to $12 million was made available from the Fund.

The City received one response from SAHA requesting $12 million of local gap financing for the Project, comprising 25 percent of the total development cost. SAHA requested that $4.3 million of the funding be a loan for pre-development and site acquisition costs to allow SAHA to acquire the Project Site early in the development process and to cover some project planning and design costs.

In March 2023, the City Council authorized a $12 million loan from the Fund to SAHA for the Project. The City and Thornton L.P. entered into the Agreement for the loan to acquire the Project Site and develop the Project in April 2023 (see Attachment 2).

Land Acquisition
The financial environment for developing new affordable housing has grown increasingly challenging since the Agreement was executed. At the same time, state and federal subsidy programs have been further constrained and continuously oversubscribed, construction costs continue to rise, and interest rates remain high. To support the Project's competitiveness for the HCD Multifamily Housing Program ("MHP") and other state funding programs, the City Council approved Resolution No. 11,730 (see Attachment 4) in February 2025. This approved an amendment to the Agreement (First Amendment) to authorize the City Manager to acquire the Project Site and lease it back to Thornton L.P. to improve the Project's likelihood of securing financing and staying on schedule. The City Council also declared the City's intention to lease the Project Site to Thornton L.P. as exempt from the California Surplus Land Act (SLA).

The City and SAHA anticipate completing the acquisition and entering into a Lease Option Agreement and other agreements by April 11, 2025. SAHA will submit an application for MHP on or before April 15, 2025. Program awards are expected to be announced in August 2025.

Project Context
The Project Site consists of three lots, approximately 0.54 acres total, located at 6347, 6361, and 6375 Thornton Avenue (Assessor Parcel Numbers (APNs) 92A-919-16-2, 92A-919-17-2, 92A-919-18) between Arden Street and Cherry Street. The Project Site is designated as High Density Residential in the City's General Plan and is zoned RH. Each lot is developed with a single-story building, parking area, and landscaping and have historically been used as office and/or commercial spaces. The Project Site is within a primarily residential area of the City surrounded by a combination of single-family and multi-family residences to the north, northeast, southwest, and west. Other nearby uses include a church to the northwest, a public park to the east, and an event center and commercial retail and services with surface parking to the east and southeast. Interstate 880 (I-880) is located approximately one mile north of the site. Two Alameda-Contra Costa County Transit ("AC Transit") bus stops are located approximately 350-450 feet from the Project Site near the intersections of Thornton Avenue and Cherry Street and Thornton Avenue and Arden Street.

Project Proposal
SAHA proposes to merge the three lots to create one lot and develop a 59-unit five-story apartment building and various site improvements (see Attachment 5, Project Plans). The proposed unit mix includes 28 one-bedroom, 15 two-bedroom, and 16 three-bedroom units. One of the units will be reserved for the on-site manager. Except for the manager's unit, all units would be affordable to extremely low-, very low-, and low-income households. Ten of the units would be reserved for households with a member who has an intellectual or development disability (I/DD) and receives services from the Regional Center of the East Bay.

The proposed 60’ tall building would consist of four stories over a concrete podium with the common areas mainly located on the first and second floors. The ground floor would include three one-bedroom units, a music practice room, property management and resident services offices, and a parking garage with a secure bike storage room. The upper floors would have a “U” shape, wrapping around a west-facing courtyard. A community room would open to the courtyard and include a kitchen. A common laundry facility, maintenance shop, and break room would be located on the third and fourth floors.

The proposed building was designed with sustainability and energy efficiency in mind, expecting to score a “Platinum” designation on the GreenPoint Rated scale, a sustainability rating and certification system. The building would be all-electric, use a variety of strategies to reduce energy and water use, and be resilient to climate change impacts. For example, the community room could function as a resiliency hub in the event of a brown out because its electric circuits will be powered by a battery backup system, and by a conventional gas generator in the event of an extended blackout. Some of the green building features include solar panels, a solar thermal hot water pre-heating system, sun-shading on windows, LED lighting, and low-water plumbing fixtures.

SAHA would provide property management and resident services for the Project. The Project Site will be owned by the City and leased to SAHA.

Open Space and Landscaping
The proposed courtyard would be located on the second floor and would provide 3,230 sq. ft. of open space and include a play structure, community garden planters, a barbeque area, and various seating areas. A total of 3,385 sq. ft. of landscaping is also proposed and would include ground cover and stormwater management and infiltration planters along the perimeter of the proposed building and landscaping within the courtyard. The proposed landscape materials include primarily native and drought tolerant plant species, drip irrigation, fencing, paving, and furnishings to match the character of the apartment building and surrounding land uses. Existing mature trees will be retained to the extent feasible and incorporated into the proposed landscape design to preserve the urban canopy along Thornton Avenue. The Project would not comply with the minimum open space and landscape area requirements in Newark Municipal Code (NMC) Section 17.07.030. SAHA is requesting waivers for these requirements as part of a Density Bonus request which will be discussed later in the report.

Access and Parking
Vehicles would access the Project Site via a proposed 25-foot-long driveway from Thornton Avenue into the proposed garage. Emergency access is proposed via two access driveways from Thornton Avenue, one located at the southeast corner and one located at the northeast corner of the front of the building. A pathway is also proposed along the building perimeter to allow for emergency egress and use by maintenance personnel and fire and police personnel.

The proposed parking garage on the ground floor would include three handicap accessible stalls and a 39-stall puzzle lift parking system. The parking system would have two levels with lifting and sliding platforms that would accommodate vehicles with a maximum length of 16'-5" and weight limit of 5,700 pounds, which includes most standard vehicles up to typical sport utility vehicle (SUV) sizes. More information on the parking system is provided on Sheet A6.0 of the project plans (see Attachment 5). The Project includes a condition of approval that requires SAHA to inform residents in the lease agreement or equivalent document that the parking system can only accommodate certain vehicles and shall indicate the types of vehicles that cannot be accommodated. The Project would not comply with the parking requirements in NMC Section 17.23.040 and therefore SAHA received a waiver for the parking requirement as part of their Density Bonus request which will be discussed later in the report.

The Project would comply with the short-term and long-term bike parking requirements in NMC Section 17.23.070 by providing two bike racks with the capacity for two bikes each at the front of the building and a secure bike storage room with a 32-bike capacity in the parking garage. In addition to biking, alternative transportation and access to the Project Site would include walking and public transportation. A network of sidewalks, crosswalks, and curb ramps provide access for pedestrians in the vicinity of the Project Site. Pedestrian access would be facilitated with a proposed 4-foot-wide sidewalk along the building façade. Two AC Transit bus stops are approximately 350-450 feet from the Project Site along Thornton Avenue. The bus stop near the Thornton Avenue and Cherry Street intersection serves Line 200 with a current headway of approximately 25-30 minutes and the bus stop near the Thornton Avenue and Arden Street intersection serves Lines 200 and 620 with current headways of approximately 25-30 minutes and one hour, respectively. Line 620 is a Service to Schools Line with limited operation days and based on the Newark Middle School schedule.

Changes from the NOFA Proposal

The Project includes some changes from the original NOFA proposal. Some changes were made prior to formal entitlement application submittal to improve the design, increase cost-effectiveness, and incorporate feedback received from community meetings (discussed in the next section of the report) while other changes were made during entitlement review in response to City comments. Some of the major changes include changing the originally proposed two-level (one subgrade level and one above grade level) parking garage to a one-level above grade garage, changing the unit count from 57 to 59 units, and changing the total number of parking stalls proposed from 52 to 42 parking stalls. Staff reviewed the proposed changes and determined they are still consistent with the goals of the NOFA and SAHA's selection for the funding award.

Community Meetings

The Applicant held three community meetings for the Project on August 9 and October 11, 2023 and January 29, 2025 at the Newark Pavillion located at 6430 Thornton Avenue. The first two meetings were conducted prior to SAHA submitting their formal entitlement application and the third meeting was conducted during the entitlement review process. For the first two meetings, notices were sent to property owners and tenants within 500 feet of the Project Site. For the third meeting, SAHA increased the mailing radius to 750 feet. The notices included the Applicant's contact information in

the event a property owner could not attend and wanted to set up a separate time to meet and discuss the Project. No written comments were received. The following is a summary of each meeting:

- August 9, 2023: SAHA provided an overview of the Project. Three community members attended and asked questions and provided comments on the proposed green building features, design features, parking, traffic, and affordability. The community members were generally supportive of the Project but expressed concerns regarding parking and potential traffic impacts. SAHA discussed some of the available cost-effective parking options they were considering. City staff also discussed the traffic impacts that would be analyzed as part of the entitlement review process.

- October 11, 2023: SAHA presented the changes that were made to the Project in response to the feedback received at the first community meeting such as refinements to the building design and an updated parking garage design. Six community members attended the meeting and were generally supportive of the Project and appreciative of SAHA's responsiveness to the feedback received from the last meeting. Their comments were mostly regarding the building design and parking, specifically design elements they liked and interest in how the proposed puzzle lift parking system would work.

- January 29, 2025: SAHA provided an overview of the Project and noted some of the changes that have been made since the previous meeting. Three community members attended the meeting and expressed their support for the Project. They mainly asked questions regarding the building design, utilities, parking, and the construction timeline.

DISCUSSION/ANALYSIS

The Planning Commission took final action on a number of entitlements related to the Project, which is summarized below for context.

General Plan & Zoning

This is the General Plan designation and Zoning for the Project Site. The High Density Residential designation in the General Plan is intended for apartment and condominium complexes that are generally three stories or more. On larger parcels with this designation, common open space and other shared amenities are typically provided and structured (or basement level / podium) parking is common. Densities range from 25 to 60 units per acre. The RH zoning district implements the High Density Residential General Plan designation. The Project Site is also identified as a housing opportunity site in the City's Housing Element. The Project would assist the City in meeting its 6th cycle Regional Housing Needs Allocation (RHNA).

Pursuant to NMC Section 17.07.020, multi-unit development is permitted in the RH zoning district. The Project is a multi-unit development and therefore is permitted in this zoning district. As part of the entitlement application, SAHA sought a Density Bonus (consistent with California Government Code Sections 65915-65918 (State Density Bonus Law)). Pursuant to the Density Bonus Law, as a 100 percent affordable housing

project meeting the required affordability levels, the Project is eligible for an 80 percent density bonus which would allow the proposed density of 109 units per net acre. The Project is also eligible for four concessions and unlimited waivers to certain development standards. As will be discussed later in the report, SAHA requested and the Planning Commission approved five waivers to the following development standards: maximum lot coverage, minimum front setback, minimum landscape area, minimum open space, and minimum parking. Therefore, the proposed use is permitted and would comply with the required density and applicable development standards with the Density Bonus.

Design Review
Pursuant to NMC Section 17.34.020, design review is required for all projects that require a permit for new construction, reconstruction, rehabilitation, alteration, or other improvements to the exterior of a structure, site, or a parking area. Design review ensures that new development supports the goals and objectives of the General Plan and other adopted plans and guidelines.

The proposed building would have a modern architectural style. The proposed design separates the building into three horizontal zones, a traditional base and middle and top zones, to break up the building massing. The traditional base is articulated by active uses on the ground floor including the lobby and three units with private patios, the middle zone is articulated with bay windows and Juliette balconies, and the top of the building is set back and articulated with a brighter color finish to reduce the visual impact. A projecting building wall spanning the second through fifth floor frames the building entrance and creates a focal point on the front façade. The proposed earth-toned color palette and variety of materials such as cement plaster, board and batten siding, and wood-like and standing seam metal wall panels create visual interest and break up the massing on all elevations. The proposed landscaping and open space areas would also complement the building and enhance the overall appearance of the Project Site and streetscape.

The Planning Commission accepted staff’s recommendation to approve Design Review.

Minor Use Permit for Building Height
SAHA requested approval of a Minor Use Permit ("MUP") to allow a maximum building height of 60 feet. Pursuant to NMC Section 17.07.030, the maximum building height within the RH zoning district is 100 feet, but building heights over 35 feet require an MUP. The proposed building is over 35 feet to maximize the number of affordable units proposed onsite as permitted through the Density Bonus. The proposed parapets are also necessary to screen roof-mounted equipment.

Additionally, to ensure that maximum allowable densities are achievable on sites zoned for housing, Program H2.12 in the Housing Element requires the City to commit to annually reviewing and amending the Zoning Code as necessary. The program specifically states this MUP requirement in the RH zoning district will be removed. Staff is currently working on proposed amendments to the Zoning Code which will include this amendment to NMC Section 17.07.030.

The Planning Commission accepted staff's recommendation to approve the Minor Use Permit.

Tentative Parcel Map
SAHA submitted Tentative Parcel Map No. 11422, proposing to merge the three existing lots into one approximately 0.54-acre lot (see Attachment 5). A public utility easement and landscape easement ranging from approximately 3 to 10 feet are proposed in front of the building along the Thornton Avenue frontage to allow for long-term maintenance. A right-of-way dedication for Thornton Avenue ranging from 10 to 12 feet is also proposed on the southern half of the project frontage. Pursuant to NMC Section 16.08.100, all of the findings in this section shall be made for tentative parcel map approval and shall be supported by substantial evidence in the public record.

The Planning Commission accepted staff's recommendation to approve Tentative Parcel Map No. 11422.

Density Bonus Request
State Density Bonus Law is a state mandate that entitles projects that include a minimum percentage of affordable housing to increase project density, among other development incentives. NMC Chapter 17.19 serves as the City's ordinance for implementation of State Density Bonus Law. The Project qualifies for an 80 percent density bonus because 100 percent of the housing units (except for the manager's unit) will be restricted to extremely low-, very low-, and low-income households. SAHA proposes to use the 80 percent density bonus to permit 59 units on the Project Site for a proposed density of 109 units per acre.

State Density Bonus Law (SDBL) also makes the Project eligible for up to four concessions and unlimited waivers. A concession is defined as a reduction in site development standards or a modification of zoning code or architectural design requirements, such as a reduction in setback or minimum square footage requirements, approval of mixed-use zoning, or other regulatory reprieves that would meaningfully reduce development costs. A waiver permits deviations from development standards that would physically prevent the construction of the Project with the Density Bonus and concessions requested. Further, the State Density Bonus Law prohibits the City from requiring more than one parking space per one-bedroom unit and 1.5 spaces per two- and three-bedroom unit.

The five waivers requested by SAHA and approved by the Planning Commission are:

- *Maximum Lot Coverage*: NMC Section 17.07.030 requires a maximum lot coverage of 55 percent of the lot which would limit the building footprint to 13,008 sq. ft., approximately 5,000 sq. ft. less than the proposed building footprint. Compliance with this standard would result in the loss of approximately 12-15 units and the loss of approximately 20 parking spaces. To maintain the proposed unit count of 59 units, SAHA would need to increase the building to seven or eight stories and change the construction type to Type 1, which would make the Project infeasible.

- Required: 13,008 sq. ft (55 percent of lot)
- Approved per SDBL waiver: 17,974 sq. ft (76 percent of lot)

Type 1 construction is characterized by fire-resistant materials such as concrete and protected steel. Type 1 construction is typically necessary for taller buildings in order to make the building resistant to fire for longer periods. This allows more time for building evacuation and fire suppression than other construction types.

- *Minimum Front Setback*: NMC Section 17.07.030 requires a minimum front setback of 15 feet. A waiver is requested to meet the 30-foot maximum fire aerial access requirement, which sets the furthest building face from the street. Compliance with this standard would also eliminate the building projection at the southeast corner along the entry portion of the building, which includes four units. An additional story and change of construction type to Type 1 would be necessary to relocate the four units, resulting in increased construction costs making the Project infeasible.
  - Required: 15 feet
  - Approved per SDBL waiver: 3 feet

- *Minimum Landscape Area*: NMC Section 17.07.030 requires a minimum landscape area of 25 percent of the lot. Compliance with this standard would require a decrease in the building footprint and number of units to increase the courtyard area and area around the building. Additional stories and change of construction type to Type 1 would be necessary to relocate the units, resulting in increased construction costs making the Project infeasible.
  - Required: 5,913 sq. ft (25 percent of lot)
  - Approved per SDBL waiver: 4,011 sq. ft (17 percent of lot)

- *Minimum Open Space Area*: NMC Section 17.07.030 requires a minimum of 200 sq. ft. of open space per unit. Compliance with this standard would require a decrease in the number of units to increase the size of the courtyard or SAHA would need to increase the number of building stories that would change the construction type to Type 1, which would make the Project infeasible.
  - Required: 11,800 sq. ft (200 sq. ft per unit)
  - Approved per SDBL waiver: 3,230 sq. ft. (55 sq. ft. per unit)

- *Minimum Parking*: NMC Section 17.23.040 requires multi-unit buildings to provide 1.5 spaces for a one-bedroom unit and two parking spaces for a unit with two or more bedrooms. One space plus 0.25 spaces per unit are also required for guests. Compliance with this standard would require an increase in the number of building levels and/or addition of a subgrade garage level which would make the Project financially infeasible.
  - Minimum required per NMC: 120 spaces (2 spaces per unit)
  - Maximum a local agency can require per SDBL: 74.5 spaces (1.3 spaces per unit)
  - Approved per SDBL waiver: 42 spaces (0.7 spaces per unit)

The Planning Commission accepted staff's recommendation to approve the Density

Bonus, including five waivers.

Alternative Means of Compliance
Newark's Affordable Housing Program as outlined in NMC Chapter 17.18 requires developers to pay the Housing Impact Fee (HIF) to preserve or increase the supply of affordable housing in the city. The current HIF for residential projects is assessed per unit as follows: $24.68 per sq. ft. of floor area for the first 1,000 sq. ft. and $9.89 per sq. ft. above 1,000 sq. ft. With 59 units proposed, the current HIF for the Project would be $1,109,333.40.

Pursuant to NMC Section 17.18.050, as an alternative to paying the HIF, a developer may provide on-site affordable housing units, subject to a Planning Commission recommendation to the City Council and City Council approval. Pursuant to Resolution No. 10,184, the City Council established minimum percentages and affordability levels for affordable units, which if satisfied, would fully mitigate the impacts of new residential development on the need for affordable housing. As an apartment project, 12 percent of the proposed units must be affordable units with the following affordability levels: 6 percent very low-income, 2 percent low-income, and 3 percent moderate-income.

SAHA proposes an affordable housing project with the following affordability levels: 20 percent of units restricted to extremely low-income households, 44 percent to very low-income households, and 34 percent to low-income households. Ten of these units would be reserved for households with an I/DD member who receives services from the Regional Center of the East Bay. Additionally, one unit would be occupied by an on-site property manager and is not income-restricted.

Pursuant to NMC Sections 17.18.050.B and 17.18.060, the alternative means of compliance is subject to a regulatory agreement between the City and the developer. The regulatory agreement is recorded against the property to document the owner's affordability covenants and other commitments.

As discussed earlier in the report, Thornton L.P. entered into the Agreement for the loan to acquire the Project Site and develop the Project in April 2023 (see Attachment 2). The Agreement includes expectations about the Project, expectations for SAHA's performance, required City approvals, the City's loan terms, conditions of disbursement, limitations on use of the property, security for the City's loan and the process in the event of default and remedies. A Regulatory Agreement was also recorded against the Project Site.

Pursuant to Resolution No. 11,730 (see Attachment 4), the Agreement was amended to allow the sale of the Project Site to the City and include a Lease Option Agreement to lease the Project Site to Thornton L.P. Included in the City Council's authorization is termination of the Regulatory Agreement once the City acquires the Project Site now that it is coming under City ownership (see Attachment 3). A substantially similar Regulatory Agreement will be recorded against the Project Site once the ground lease is executed and will serve to ensure the Project Site is operated in accordance with the Agreement. The Housing Policy and Programs Manager will oversee compliance with the Agreement, new Regulatory Agreement, and other related loan documents. The

proposed percentage of affordable units and proposed affordability levels exceed the minimum affordability requirements in Resolution No. 10,184.

The Planning Commission accepted staff's recommendation to recommend City Council approval of the alternative means of compliance.

Next Steps
Once fully entitled, SAHA will apply to HCD's MHP program on or before April 15, 2025; awards are expected in August 2025. Should the Project receive a MHP award, SAHA will apply for four percent low-income housing tax credits and bonds in September 2025, with awards expected in December 2025. If awarded tax credits and bonds, the Project could begin construction as early as Spring 2026 and complete construction in spring or summer of 2028.

FISCAL IMPACT

Approval of the Alternate Means of Compliance for the Thornton Avenue Apartments will result in the creation of 58 rental units affordable to extremely low-, very low-, and low-income households in-lieu of paying housing impact fees to the city in the amount of $1,109,333.40. The housing impact fee amount is an approximate amount based on the housing impact fee that would be applicable today, based on the City's Fiscal Year 2024-25 Impact Fee Schedule. The long-term value and cost-benefit of providing affordable units exceed the estimated fee amount. This represents a significant public benefit that supports the City's Housing Element policies and advances the RHNA production goals.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

The Planning Commission reviewed the Project at their meeting of March 25, 2025. As part of the environmental review of the Project, it was determined that all potential environmental impacts had no significant impact and that the Project qualified for the Class 32, Infill Development, Categorical Exemption pursuant to CEQA Guidelines Section 15332. The Commission stipulated and SAHA agreed to conditions of approval related to air quality, biological resources, and noise. At the conclusion of the meeting, the Commission voted 5-0 to approve the Design Review, Minor Use Permit, Tentative Parcel Map, and a Density Bonus. The Commission adopted a second resolution finding the City's acquisition of the Project Site and its lease to SAHA conform to the City's General Plan. Last, the Commission recommended that the City Council approve Alternative Means of Compliance for Payment of Housing Fees.

REVIEW AND APPROVAL

Prepared by - Michael Coulom, Housing Policy and Programs Manager
Reviewed by - Art Interiano, Deputy Community Development Director
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

1. Draft Resolution Approving Alternative Means of Compliance
2. Loan Agreement
3. First Amendment to Loan Agreement
4. Resolution No. 11,730
5. Project Plans
6. Findings of Fact
7. Staff Presentation

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN ALTERNATE MEANS OF COMPLIANCE TO PAYMENT OF HOUSING IMPACT FEES FOR THE LEPAKSHI HOMES PROJECT CONSISTING OF 88 RESIDENTIAL UNITS AND 1,620 SQUARE FEET OF COMMERCIAL (APNS: 692-30-14-3, 92-30-15-2, 92-30-16-2, 92-30-17-2, 92-30-18-4, 92-31-15, AND 92-31-16-2)

WHEREAS, Lepakshi Homes (the "Applicant") submitted an application to develop 88 dwelling units (including 13 units that will be sold to low-income households) and 1,620 square feet of commercial in two buildings located on Thornton Avenue APNS: (692-30-14-3, 92-30-15-2, 92-30-16-2, 92-30-17-2, 92-30-18-4, 92-31-15, and 92-31-16-2) (the "Property") (the "Project"); and

WHEREAS, the Applicant proposes to demolish the existing buildings and site improvements; and

WHEREAS, the Property consists of seven parcels, which are proposed for consolidated development as two adjacent lots. Lot 1 is approximately 43,976 square feet (1.01 acres) and Lot 2, is approximately 10,770 square feet (0.25 acres), for a total site area of 54,746 square feet (1.25 acres and are designated Commercial Mixed Use ("CMU") on the City's General Plan Land Use Map and Zoning Map; and

WHEREAS, the Project will consist of condominium units, and the Applicant has obtained a condominium map or similar approval so that each of the units may be independently conveyed; and

WHEREAS, Newark Municipal Code ("NMC") Chapter 17.18 requires that developers of residential housing units pay a housing impact fee to contribute to the supply of housing for households with very low, low, and moderate incomes. The amount of the housing impact fee was established by the Newark City Council pursuant to Resolution No. 10,184; and

WHEREAS, NMC Section 17.18.050 allows a developer to provide on-site affordable units as an alternative to paying the housing impact fee, provided that the proposed alternative means of compliance is approved by the City Council in accordance with the procedures set forth in Section 17.18.050; and

WHEREAS, the Applicant has proposed restricting the sale, and occupancy, of thirteen (13) units in the Project at an affordable price (the "Restricted Units"). The Restricted Units shall be offered for sale to households with an income of no greater than eighty percent (80%) of the Area Median Income; and

WHEREAS, the Parties have agreed to enter into and record an Affordable Housing Regulatory Agreement in order to satisfy the conditions described in the foregoing Recitals and in NMC Chapter 17.18. The purpose of this Agreement is to regulate and restrict the occupancy and sale of the Project's Restricted Units for the benefit of the Project occupants and the City. The Parties intend that the covenants outlined in this Agreement to run with the land and to be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns; and

WHEREAS, the Planning Commission held a public hearing on August 13, 2024, and fully considered the Project, entitlements, staff report, findings of fact, conditions of approval, public comments, and all other testimony and evidence presented at the public hearing and approved the Project entitlements conditioned upon approval of the alternative means of compliance to payment of the housing impact fee. The Planning Commission also made the necessary findings pursuant to NMC Section 17.18.50(D) to recommend City Council approval of the alternative means of compliance to payment of the housing impact fee.

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

Section 1. That the forgoing recitals are true and correct and made part of this Resolution.

Section 2. The City Council finds that alternative means of compliance for the Applicant to provide 13 Restricted Units for sale to households with an income of no greater than eighty percent (80%) of the Area Median Income as an alternative means of compliance to payment of the housing impact fee fulfills the requirements of NMC Section 17.18 for the Project and fully mitigates the impacts of the Project on the need for affordable housing, based on the community needs and the characteristics of the Project and makes the following findings pursuant NMC 17.18.050(D): 1) the proposed alternative means of compliance fulfills the purposes of NMC Chapter 17.18 as set forth in NMC Section 17.18.010, to provide of safe and stable housing for households at all income levels is essential for the public welfare of the city; 2) the proposed alternative means of compliance will further affordable housing opportunities in the city to an equal or greater extent than compliance with the requirements of NMC Section 17.18.020, and will fully mitigate the impact of the Project on the need for affordable housing; 3) the proposed alternative means of compliance would better address the city's needs than compliance with the requirements of NMC Section 17.18.020; and 4) the proposed alternative means of compliance will not unduly concentrate affordable housing in one geographic area so as to result in housing segregation.

Section 3. Based on the findings and determinations, the City Council hereby approves an Alternate Means of Compliance to Payment of Housing Impact Fees for a residential development to provide 13 units that will be sold to households with an income of no greater than eighty percent (80%) of the Area Median Income as part of a development consisting of 88 dwelling units and 1,620 square feet of commercial in two buildings located on Thornton Avenue APNS: 692-30-14-3, 92-30-15-2, 92-30-16-2, 92-30-17-2, 92-30-18-4, 92-31-15, and 92-31-16-2, subject to the Affordable Housing Regulatory and Satisfaction Agreements as further set forth in **Exhibit A** attached hereto and incorporated herein by this reference, as approved to form by the City

Attorney.

Section 4. The City Manager is authorized to take all actions necessary to implement the intent of this Resolution including execution of all necessary documents, in a form approved by the City Attorney.

C23021

AFFORDABLE HOUSING LOAN AGREEMENT

by and between

THE CITY OF NEWARK

and

THORNTON, L.P.

(Thornton Avenue Apartments)

AFFORDABLE HOUSING LOAN AGREEMENT
(Thornton Avenue Apartments)

THIS AFFORDABLE HOUSING LOAN AGREEMENT (this "**Agreement**") is entered into effective as of April 1, 2023 ("**Effective Date**") by and between the City of Newark, a California municipal corporation ("**City**"), and **THORNTON, L.P.**, a California limited partnership ("**Borrower**"). City and Borrower are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. In May 2021, the City Council approved Resolution 10,201 approving an Affordable Housing Work Plan that includes activities for the preparation of new affordable housing requirements, policies, and actions intended to significantly incentivize the production of affordable housing within the City, particularly at the very-low and low-income levels.

B. In June 2022, the City released a Notice of Funding Availability for multifamily affordable housing rental projects, inviting developers of deed-restricted affordable new-construction multifamily rental housing projects in the Bay Area to apply for funding assistance. Satellite Affordable Housing Associates ("SAHA"), an affiliate of Borrower, submitted a proposal for the City's provision of financial assistance to Borrower for its acquisition of three parcels of real property located at 6347, 6361 and 6375 Thornton Avenue in the City of Newark (the "Property"), and construction and operation of an affordable multifamily housing development thereon. SAHA has entered into agreements for the purchase of the Property, which agreements have been assigned to Borrower. The Property is described in the Legal Description attached hereto as Exhibit A.

C. The City and the Borrower desire for the Borrower to acquire the Property and to develop a multifamily rental housing development on the Property with not less than fifty-seven (57) apartment units, which would be subject to long-term affordability requirements (the "Development"). To effectuate this purpose, the City desires to provide a loan to Borrower (the "City Loan") pursuant to the terms and conditions set forth in this Agreement.

D. The City and the Borrower desire for the Borrower to also attempt to acquire additional real property located adjacent to the Property, and if Borrower is successful in acquiring such additional real property, to increase the size and number of apartment units to be constructed and operated in the Development.

E. Borrower has represented to the City, and the City has determined that the Borrower has the necessary expertise, skill and ability to carry out the commitments set forth in this Agreement. The City has further determined that this Agreement is in the best interests of the City, and will materially contribute to the improvement of the City by improving the supply of affordable housing therein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I
DEFINITIONS

1. Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

(a) "Additional Property" means the real property located adjacent to the Property which Borrower will attempt to acquire pursuant to Section 5.1 hereof.

(b) "Agreement" means this Affordable Housing Loan Agreement, including the attached Exhibits and all subsequent amendments to this Agreement and implementation agreements.

(c) "Borrower" means Thornton, L.P., a California limited partnership, and its permitted successors and assigns as set forth herein.

(d) "Certificate of Completion" means the certificate to be provided by City to Borrower in accordance with Section 3.13, in the form attached hereto as Exhibit H.

(e) "City" means the City of Newark, a California municipal corporation.

(f) "City Deed of Trust" means the deed of trust that will encumber the Borrower's interest in the Property to secure repayment of the City Promissory Note, and will be recorded against the Property at the Property Acquisition Closing, substantially in the form attached hereto as Exhibit D and incorporated herein.

(g) "City Documents" means, collectively, this Agreement, the City Promissory Note, the City Deed of Trust, the City Regulatory Agreement, and all other documents required to be executed by the Borrower in connection with the transaction contemplated by this Agreement.

(h) "City Loan" means the loan from the City to the Borrower in the amount of Twelve Million Dollars ($12,000,000), evidenced by the City Promissory Note.

(i) "City Manager" means the City Manager of the City.

(j) "City Promissory Note" means the promissory note that will evidence the Borrower's obligation to repay the City Loan, substantially in the form attached hereto as Exhibit C and incorporated herein.

(k) "City Prorata Percentage" has the meaning set forth in Section 4.9(b).

(l) "City Regulatory Agreement" means the regulatory agreement and declaration of restrictive covenants to be executed by the Parties, and recorded against the Property at the Property Acquisition Closing, substantially in the form attached hereto as Exhibit G and incorporated herein.

(m) "Conditions of Approval" has the meaning set forth in Section 3.2.

(n) "Construction Loan Closing" means the close of escrow for the Borrower's construction financing for the construction of the Development.

(o) "Construction Loan Component" means the portion of the City Loan Proceeds to be used to pay for the cost of construction of the Development, and development fees and other costs related to the construction of the Development, as provided in Section 4.2.

(p) "Construction Plans" has the meaning set forth in Section 3.9.

(q) "Council Members" means the members of the City Council of the City.

(r) "County" means the County of Alameda, California.

(s) "Development" means the Property and the Improvements.

(t) "Environmental Laws" has the meaning set forth in Section 9.4.

(u) "Escrow" means each of the escrows established with the Title Company for the purpose of Borrower's acquisition of fee title to the Property.

(v) "Event of Borrower Default" has the meaning set forth in Section 10.1.

(w) "Event of City Default" has the meaning set forth in Section 10.2.

(x) "Hazardous Materials" has the meaning set forth in Section 9.3.

(y) "Improvements" means: (i) fifty-seven (57) apartment units, including one (1) manager's unit, to be constructed in accordance with this Agreement, and (ii) related onsite improvements, parking, landscaping and other onsite improvements located or to be located on the Property, and all onsite and offsite improvements required by the City, all as more particularly set forth in the Scope of Development attached as Exhibit F.

(z) "Indemnitees" means the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors.

(aa) "Investor" means a tax credit investor to be identified by written notice from Borrower to City.

(bb) "Parties" means the City and the Borrower. "Party" means either the City or the Borrower.

(cc) "Partnership" means the Borrower's limited partnership which was formed to own, construct, and operate the Development, and in which affiliates of Borrower are the sole general partner and initial limited partner, to be replaced by the Investor upon syndication of the low income housing tax credits for the Development.

(dd) "Partnership Agreement" means the limited partnership agreement of the Partnership, as it may be amended and restated.

(ee) "Predevelopment Loan Component" means the portion of the City Loan Proceeds to be used to fund the costs of Borrower's acquisition of the Property, closing, escrow and other costs approved by the City, and predevelopment costs of the Development as described in Section 4.2.

(ff) "Preliminary Financing Plan" means the Borrower's Financing Plan for financing the acquisition of the Property and the construction of the Development in the form attached hereto as Exhibit B and incorporated herein.

(gg) "Prevailing Wage Law" has the meaning set forth in Section 3.15.

(hh) "Property" means the real property to be acquired by the Borrower and developed by the Borrower pursuant to this Agreement, which real property is more particularly described in the Legal Description attached hereto as Exhibit A which is incorporated herein.

(ii) "Property Acquisition Closing" means the close of escrow for the Borrower's acquisition of fee title to the Property.

(jj) "Residual Receipts" means the excess of annual Operating Revenues over annual Operating Expenses for the Development. "Operating Revenues" means all income derived from the Development, and includes, without limitation: (i) rents; (ii) rent subsidy payments received on behalf of tenants; and (iii) receipts from laundry, parking, vending, or other services in which a fee is charged. "Operating Expenses" means all direct costs and expenses necessary to operate the Development including: (1) debt service on any loans secured by the Property as described in the Revised Financing Plan or otherwise approved by City, provided that such loans have been used to develop or improve the Development (or to refinance loans used for development or improvement of the Development); (2) resident service program and property management fees and costs; (3) property taxes and assessments (if any); (4) insurance premiums; (5) maintenance and repair; (6) reasonable payments to reserves for operating contingencies, replacement of capital items, and other reserve uses in such amounts as are required by the loans described in paragraph (1); (7) deferred developer fee to the Borrower or its affiliate for development services for the Development in such amount as set forth in the Revised Financing Plan, as such amount may be updated by the final cost certification upon completion of construction; (8) credit adjuster payments, limited partner loans, and developer loans, all as set forth in the Partnership Agreement; and (9) payments for partnership management fee, asset management fees, and other fees payable to a partner of the Partnership pursuant to the Partnership Agreement, in such amounts as are set forth in the Revised Financing Plan, including any annual inflationary increases included in the Revised Financing Plan.

(kk) "Revised Financing Plan" means the Borrower's updated and revised Financing Plan for financing the acquisition of the Property and the construction of the Development approved by the City pursuant to Section 4.5 hereof.

(ll) "Schedule of Performance" means the summary schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the construction of the Improvements. The Schedule of Performance is attached to this Agreement as Exhibit E.

(mm) "Scope of Development" means the description of the Development which is attached to this Agreement as Exhibit F.

(nn) "Term" means the term of this Agreement, which shall commence on the Effective Date and shall continue until expiration or termination of the City Regulatory Agreement, except for such provisions hereof which survive the expiration or termination of the City Regulatory Agreement.

(oo) "Title Company" means Old Republic Title Company.

(pp) "Title Reports" means the preliminary title reports for the Property prepared by the Title Company, as they may be updated from time to time.

(qq) "Transfer" has the meaning set forth in Section 7.2.

ARTICLE II
REPRESENTATIONS; EFFECTIVE DATE AND TERM

2.1 Borrower's Representations. Borrower represents and warrants to City as follows, and Borrower covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Borrower shall immediately give written notice of such fact or condition to City. Borrower acknowledges that City shall rely upon Borrower's representations made herein notwithstanding any investigation made by or on behalf of City.

(i) Authority. Borrower is a limited partnership duly formed and in good standing under the laws of the State of California. Borrower has the full right, power and authority to undertake all obligations of Borrower as provided herein, and Borrower's execution, performance and delivery of this Agreement and the City Documents have been duly authorized by all requisite actions.

(ii) No Conflict. Borrower's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Borrower is a party or by which it is bound.

(iii) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Borrower to perform its obligations under this Agreement.

(iv) No Borrower Bankruptcy. Borrower is not the subject of a bankruptcy or insolvency proceeding.

2.2 City Representations. City represents and warrants to Borrower as follows, and City covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.2 not to be true, City shall immediately give written notice of such fact or condition to Borrower. City acknowledges that Borrower shall rely upon City's representations made herein notwithstanding any investigation made by or on behalf of Borrower.

(i) Authority. City is a municipal corporation duly organized and in good standing under the laws of the State of California. City has the full right, power and authority to undertake all of the respective obligations as provided herein, and the execution, performance and delivery of this Agreement by City has been duly authorized by all requisite actions on the part of the City.

(ii) No Conflict. City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under anycontract, agreement or order to which City is a party or by which it is bound.

(iii) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of City to perform its obligations under this Agreement.

(iv) No Bankruptcy. City is not the subject of a bankruptcy or insolvency proceeding.

2.3 Effective Date. The representations and warranties of Borrower and City hereunder shall beeffective as of the Effective Date.

ARTICLE III
DEVELOPMENT OF THE PROJECT

3.1 The Property. Borrower shall acquire fee simple title to the Property upon or prior to the date set forth in the Schedule of Performance.

3.2 Scope of Development. Borrower shall develop the Development on the Property substantially in accordance with the terms and conditions of this Agreement, the Scope of Development attached hereto as Exhibit F (subject to the last sentence of this Section 3.2), and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Development or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Development, including without limitation, all mitigation measures imposed in connection with environmental review of the Property and the Development and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "**Conditions of Approval**"). Notwithstanding the foregoing, City acknowledges that the Development is currently in the conceptual design phase and that aspects of the Scope of Development may need to be changed, and therefore agrees to

reasonably discuss such proposed changes to the Scope of Development with Borrower in good faith, and shall not unreasonably withhold consent to such proposed changes to the Scope of Development.

3.3 Development Approvals. Borrower acknowledges and agrees that execution of this Agreement by City does not constitute approval for the purpose of the issuance of building permits for the construction of the Development, does not limit in any manner the discretion of City in such approval process, and does not relieve Borrower from the obligation to obtain all necessary entitlements, approvals, and permits for the construction of the Development, including without limitation, the approval of architectural plans, and the completion of any required environmental review of the Development pursuant to CEQA.

Borrower covenants that it shall: (i) obtain all necessary permits and approvals which may be required by City and any other governmental agency having jurisdiction over the construction of the Development or the development of the Property, (ii) comply with all Conditions of Approval, (iii) comply with all mitigation measures, if any, imposed in connection with any environmental review of the Property or the Development, and (iv) not commence construction of the Development prior to issuance of required permits.

3.4 Fees. Borrower shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City in connection with obtaining building permits and other approvals for the Development, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, architectural review, historic review, and any subsequent approvals for the Development or the development of the Property.

3.5 Schedule of Performance. Borrower shall commence and complete construction of the Development and shall satisfy all other obligations of Borrower under this Agreement within the time periods set forth herein and in the Schedule of Performance attached hereto as Exhibit E, as such time periods may be extended upon the mutual written consent of the Parties. Borrower's failure to commence or complete construction of the Development in accordance with the foregoing schedule as such may be amended by the written consent of the Parties shall constitute a default hereunder. The Borrower shall provide quarterly progress reports to the City regarding the status of the construction of the Development. The Borrower shall provide the reports and information required under this Section until the Development is fully leased up.

3.6 Cost of Acquisition and Construction. Except as expressly set forth herein, Borrower shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the acquisition of the Property, the design, development and construction of the Development and compliance with the Conditions of Approval, including without limitation the installation and construction of all off-site or on-site improvements required by City in connection therewith, and none of such costs and expenses shall be the obligation of the City.

3.7 Rights of Access; Books and Records. For the purpose of ensuring that the Development is developed in compliance with this Agreement, Borrower shall permit representatives of the City to enter upon the Property to inspect the Development following 48

hours' written notice (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided). Upon request, Borrower shall permit the City to inspect at reasonable times and on a confidential basis those books, records and all other documents of Borrower necessary to determine Borrower's compliance with the terms of this Agreement.

3.8 City Disclaimer. Borrower acknowledges that the City is under no obligation, and City neither undertakes or assumes any responsibility or duty to Borrower or to any third party, to in any manner review, supervise, or inspect the progress of construction or the operation of the Development. Borrower and all third parties shall rely entirely upon its or their own supervisionand inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating tothe construction and operation of the Development. Any review or inspection undertaken by the City is solely for the purpose of determining whether Borrower is properly discharging its obligations under this Agreement, and shall not be relied upon by Borrower or any third party as a warranty or representation by the City as to the quality of the design or construction of the Development and other improvements constructed on the Property (collectively, the **"Improvements"**) or otherwise.

3.9 Construction Plans. Borrower shall submit to City detailed construction plans for the Development (the **"Construction Plans"**) for City's approval. As used herein **"Construction Plans"** means all construction documents upon which Borrower and Borrower's contractors shall relyin the construction of the Development and development of the Property and shall include, without limitation, final architectural drawings and materials specifications. The Construction Plans shall be based upon the Scope of Development and upon the development approvals issued by the City for the Development, and shall not materially deviate therefrom without the express written consent of City. Such approval of the Construction Plans by the City shall not relieve Borrower's obligation to obtain any and all approvals and permits required by the City or the City Building Division.

If rejected by the City in whole or in part, Borrower shall submit new or corrected Construction Plans within forty-five (45) days after notification of the City's rejection and the reasons therefor. The City shall then have thirty (30) days to review and approve Borrower's new or corrected Construction Plans. The provisions of this Section relating to time periods for approval, rejection, or resubmission of new or corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City.

3.10 Construction Pursuant to Plans. Borrower shall construct and develop the Development in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to development of the Development. Borrower shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental agency having jurisdiction over the Property or the Development. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental agency having jurisdiction. All design and construction work on the Development shall be performed by licensed contractors, engineers or architects, as applicable.

3.11 Change in Construction Plans. If Borrower desires to make any material change in the approved Construction Plans, Borrower shall submit the proposed change in writing to the City for its written approval, which approval shall not be unreasonably withheld or delayed if the Construction Plans, as modified by any proposed change, conform to the requirements of this Agreement and any approvals issued by City after the Effective Date. The Parties shall meet in good faith to discuss the changes if the City propose to reject the changes. Any change in the Construction Plans required in order to comply with applicable codes shall be deemed approved, so long as such change does not substantially nor materially change the design, function, use, or amenities of the Development as shown on the latest approved Construction Plans. For purposes of this section, a "material change" means a change order that would result in a change of costs of a single item of work of Seventy-Five Thousand Dollars ($75,000) or any set of changes in the work the costs of which cumulatively exceeds One Hundred Fifty Thousand Dollars ($150,000) or more.

3.12 Defects in Plans. City shall not be responsible to Borrower or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Borrower shall indemnify, defend (with counsel approved by City, such approval not to be unreasonably withheld) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Borrower's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion. It is further agreed that City does not, and shall not, waive any rights against Borrower which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Borrower's deposit with City of any of the insurance policies described in this Agreement. Borrower's indemnification obligations pursuant to this Section shall not extend to Claims arising due to the gross negligence or willful misconduct of the Indemnitees.

3.13 Certificate of Completion for Development. Promptly after completion of construction of the Development, issuance of a final Certificate of Occupancy (or other applicable final City Building Department approval) by the City, and the written request of Borrower, the City will provide an instrument (**"Certificate of Completion"**) so certifying. The Certificate of Completion shall be conclusive evidence that Borrower has satisfied its obligations regarding the construction and development of the Property.

The Certificate of Completion shall be issued substantially in the form attached hereto as Exhibit H, and at Borrower's option, shall be recorded in the official records of Alameda County. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Borrower to any holder of a deed of trust or mortgage securing money loaned to finance the Development or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Borrower has satisfied any obligation that survives the expiration of this Agreement, including without limitation, Borrower's obligations pursuant to the City Regulatory Agreement.

3.14 Equal Opportunity. During the construction of the Development, there shall be no discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person in the hiring, firing, promoting or demoting of any person engaged in construction of the Development, and Borrower shall direct its contractors and subcontractors to refrain from discrimination on such basis.

3.15 Prevailing Wage Requirements. If and to the extent required by state and federal prevailing wage laws, Borrower and its contractors and agents shall pay prevailing wages for all construction, alteration, demolition, installation, and repair work performed with respect to the construction of the Development as required herein and described in the Scope of Development, in compliance with Labor Code Section 1720, et seq., and its implementing regulations, and perform all other obligations including the employment of apprentices in compliance with Labor Code Section 1770, et seq., keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and fulfilling all duties under the Civil Code or any other provision of law pertaining to providing, obtaining and maintaining all bonds to secure the payment of wages to workers required to be paid prevailing wages, all as may be amended from time to time (the "**Prevailing Wage Law**"). City does not make any representations to Borrower as to the applicability of the Prevailing Wage Law to the construction of the Development, and Borrower agrees and acknowledges that it is not relying on any representations of City in making its determination as to the applicability of the Prevailing Wage Law. It is agreed by the Parties that, in connection with the construction of the Development, as between City and Borrower, Borrower shall be solely responsible for determining whether the Prevailing Wage Law is applicable to the construction of the Development, and Borrower shall bear all risks of payment or non-payment of prevailing wages under the Prevailing Wage Law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. The Borrower shall periodically, upon request of the City, certify to the City that, to its knowledge, it is in compliance with the requirements of this paragraph.

Borrower shall indemnify, defend (with counsel approved by City, such approval not to be unreasonably withheld) and hold the City, and its respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the **"Indemnitees"**), harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Development, the failure to comply with any

state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Borrower related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City does not and shall not waive any rights against Borrower which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Borrower's deposit with City of any of the insurance policies described in this Agreement. The provisions of this Section 3.15 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Development. Borrower's indemnification obligations under this Section 3.15 shall not apply to any Claim which arises as a result of an Indemnitee's gross negligence or willful misconduct.

3.16 Compliance with Laws. Borrower shall carry out and shall cause its contractors to carry out the construction of the Development in conformity with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

3.17 Liens and Stop Notices. Until the expiration of the term of the City Regulatory Agreement and full repayment of the City Loan, Borrower shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Borrower. If a claim of a lien or stop notice is given or recorded affecting the Development, Borrower shall within thirty (30) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount or provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged.

3.18 Right of City to Satisfy Liens on the Property. If Borrower fails to satisfy or discharge any lien or stop notice on the Property pursuant to Section 3.17 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Borrower's expense and without further notice to Borrower. In such event Borrower shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Borrower to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Borrower. Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction of the Development for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property or the Development. The City may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property and the Development.

ARTICLE IV
CITY FINANCIAL ASSISTANCE

4.1 City Loan. The City shall provide a loan in the amount of Twelve Million Dollars ($12,000,000) (the "**City Loan**") to Borrower upon the terms and conditions and for the purposes set forth in this Agreement. The City Loan shall be evidenced by a promissory note (the "**City Promissory Note**") substantially in the form attached hereto as Exhibit C, and shall be secured by a deed of trust (the "**City Deed of Trust**") executed by Borrower as Trustor substantially in the form attached hereto as Exhibit D and recorded against the Property and subordinate only to such liens as City shall approve in writing. The outstanding principal balance of the Note will accrue simple interest at the rate of three percent (3%) per annum.

Provided that Borrower has complied with all conditions precedent to disbursement of the City Loan set forth in Section 4.6, the proceeds of the City Loan ("**City Loan Proceeds**") shall be disbursed in accordance with Section 4.2 hereof. The Parties agree that City shall disburse City Loan Proceeds only for the purposes set forth in Section 4.2.

4.2 Use and Disbursement of Proceeds. The City Loan Proceeds shall be used as follows: (a) a portion of the City Loan Proceeds shall be used to fund the costs of Borrower's acquisition of the Property, closing, escrow and other costs approved by the City, and predevelopment costs of the Development, which shall be funded at the close of escrow for Borrower's acquisition of the Property, and in accordance with the Predevelopment Loan Component Budget included in the Preliminary Financing Plan (the "**Predevelopment Loan Component**"), and (b) the remainder of the City Loan Proceeds shall be used to pay for the cost of construction of the Development, and development fees and other costs related to the construction of the Development, in accordance with the Construction Loan Component Budget included in the Revised Financing Plan, to be funded through monthly City Loan draws after the Construction Loan Closing (the "**Construction Loan Component**"). The Predevelopment Loan Component shall not exceed Four Million Three Hundred Thousand Dollars ($4,300,000). City Loan Proceeds shall not be used or disbursed for Borrower fee, overhead or profit.

4.3 Security. As security for repayment of the City Promissory Note, Borrower shall execute the City Deed of Trust, pursuant to which City shall be provided a lien against the Property and the Improvements. The City Deed of Trust shall be recorded in the Official Records concurrently with Borrower's acquisition of the Property. Prior to the Construction Loan Closing, the City Deed of Trust shall be in first lien priority and shall not be subordinate to any other financing. Upon the Construction Loan Closing, the City Deed of Trust may be subordinated to such construction and permanent financing which are designated as senior loans in the Revised Financing Plan approved by the City, pursuant to any subordination agreements agreed upon by the City and senior lenders, as applicable.

4.4 Title Policy. The Title Company shall issue a lender's policy of title insurance naming City as the insured, in a policy amount not less than the principal amount of the City Loan, showing Borrower as holding fee title to the Property and insuring the City Deed of Trust to be a valid lien on the Property subject only to exceptions approved by City (the "**City**

Title Policy"), together with such endorsements as are required by the City.

4.5 Financing Plan. As set forth in the attached Exhibit B, Borrower has provided City with a preliminary financing plan for the Development (**"Preliminary Financing Plan"**) which describes (i) the estimated costs of development, including predevelopment costs, acquisition costs, and hard and soft construction costs, (ii) an operating pro forma which describes projected revenue and expenses for the Development, and (iii) identification of sources of acquisition, predevelopment, construction and permanent financing. The Parties acknowledge that certain proposed forms of funding in the Preliminary Financing Plan are available through competitive funding programs, and that the Development may not be successful in actually obtaining one or more of such forms of financing. The Borrower shall submit timely and complete applications for each of the forms of financing which are included in the Preliminary Financing Plan, in a manner that maximizes the competitiveness thereof. In the event any of Borrower's applications therefor are disapproved, Borrower shall continue to submit such applications in each subsequent application round until successful. The Parties anticipate that the types and amounts of financing for the Development will change and be refined during the period between the Effective Date and the Construction Loan Closing. Accordingly, following the disbursement of the Predevelopment Loan Component of the City Loan Proceeds, Borrower shall submit quarterly updated and revised financing plans (each, a "**Revised Financing Plan**") which shall include a revised development budget, updated amounts for each of the foregoing funding sources and any other funding sources obtained, and copies of written commitments received for each funding source. Borrower shall submit the first Revised Financing Plan no more than three (3) months following the date on which the Predevelopment Loan Component of the City Loan Proceeds are disbursed and shall continue to provide the City a Revised Financing Plan on a quarterly basis thereafter until the Construction Loan Closing. The City shall promptly review and shall provide Borrower written approval or disapproval of each Revised Financing Plan in writing within thirty (30) days, provided that the Revised Financing Plan under review conforms to the terms of this Agreement. The City's review of each Revised Financing Plan shall be limited to (i) determining if the financing contemplated therein will be reasonably available and will provide sufficient funds to undertake and complete construction of the Development, and (ii) determining if the updates to the Revised Financing Plan then under review are consistent with the terms of this Agreement. If the City disapproves an update to the Revised Financing Plan, the City shall specify in writing the reasons for the disapproval within thirty (30) days of receipt. Within thirty (30) days of receiving the City's written notification of disapproval, the Borrower shall thereafter resubmit a further amended Revised Financing Plan to the City for review. The City shall either approve or disapprove the resubmitted Revised Financing Plan from Borrower within thirty (30) days of receiving the resubmission. If the City approves of the resubmitted Revised Financing Plan, Borrower will resume quarterly submission of Revised Financing Plans with the subsequent Revised Financing Plan to be submitted not less than three (3) months after receiving the City's approval of the prior Revised Financing Plan. In the event the City disapproves the resubmitted Revised Financing Plan, the City and the Borrower agree to negotiate in good faith to develop a submission that is reasonably acceptable to both the City and the Borrower within a reasonable period of time.

4.6 Conditions to Disbursement of Predevelopment Loan Component. City's obligation to fund the Predevelopment Loan Component for the purposes of Section 4.2(a) above is conditioned upon the satisfaction of all of the following conditions:

(a) Borrower's delivery to City of each of the following: (i) certificate of good standing, certified by the Secretary of State indicating that Borrower is properly organized, in good standing, and authorized to do business in the State of California, and (ii) a certified resolution indicating that Borrower has authorized to consummate this transaction and that the persons executing this Agreement and the City Documents on Borrower's behalf have been duly authorized to do so.

(b) The close of escrow for Borrower's acquisition of the Property has occurred or will occur concurrently with the disbursement of the Predevelopment Loan Component.

(c) Borrower's delivery to the City of evidence of insurance coverage pertaining to property insurance and commercial general liability (but not builder's risk or other insurance associated with the construction of the Development) in accordance with the requirements set forth in Section 11.2.

(d) Borrower's delivery of the City Promissory Note, City Deed of Trust and City Regulatory Agreement, each fully executed and acknowledged as applicable.

(e) Recordation of the City Regulatory Agreement and the City Deed of Trust in the Official Records simultaneously with the disbursement of the first City Loan Proceeds.

(f) The Title Company's issuance of the City Title Policy, together with such endorsements as are required by the City, in accordance with Section 4.4 hereof.

(g) There exists no Event of Borrower Default nor any act, failure, omission or condition that would constitute an Event of Borrower Default under this Agreement.

(h) The City's receipt of a written requisition for disbursement of funds from Borrower specifying the amount and use of the requested funds for the initial disbursement, accompanied by the title company's estimated settlement statement showing the acquisition price, closing costs and all other amounts due in escrow for Borrower's acquisition of the Property.

(i) The proposed use of the funds is in accordance with the Predevelopment Loan Component Budget in the Preliminary Financing Plan.

4.7 Conditions to Disbursement of Construction Loan Component. City's obligation to disburse the Construction Loan Component of the City Loan Proceeds for the purposes of Section 4.2(b) above is conditioned upon the satisfaction of all of the following conditions:

(a) The City's receipt of a written draw request for disbursement of funds

from Borrower specifying the amount and use of the requested funds, setting forth the proposed uses of funds consistent with the Revised Financing Plan, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred, and City's inspection of the work and determination that the work for which payment is requested has been performed in compliance with the requirements of this Agreement.

(b) The Borrower has submitted to the City all applications and materials for the permits and approvals necessary for the construction of any Improvements which are proposed to be funded through the City Loan, the application fees therefor have been paid to the City, and such applications shall have been approved by the City.

(c) The proposed use of the funds is in accordance with the Construction Loan Component Budget in the Revised Financing Plan.

(d) The Title Company's issuance of such endorsements to the City Title Policy as are required by the City.

4.8 No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to disburse or authorize the disbursement of any portion of the City Loan Proceeds following:

(i) the failure of any of Borrower's representations and warranties made in this Agreement or in connection with the City Loan to be true and correct as of the date made in all material respects;

(ii) the termination of this Agreement by mutual agreement of the Parties;

(iii) the conditions to disbursement of the City Loan set forth in Sections 4.6 or 4.7 have not been satisfied within the time frame set forth in the Schedule of Performance, unless an extension of such date is approved by City in writing; or

(iv) the occurrence of a Borrower Event of Default under this Agreement, the City Regulatory Agreement, or any of the City Documents which remains uncured beyond any applicable cure period.

4.9 Repayment of the City Loan.

(a) Annual Payments. The Borrower shall make annual payments of principal and interest to the City in the amount of the City Prorata Percentage of fifty percent (50%) of the Residual Receipts. Such annual payments shall be due and payable in arrears no later than May 1 of each year with respect to the previous calendar year, commencing on May 1st of the first year after the City's issuance of a certificate of occupancy for the Development. The Borrower shall provide the City with any documentation reasonably requested by the City to substantiate the Borrower's determination of Residual Receipts. Repayments shall be credited first to interest, then to principal.

(b) Sharing of Residual Receipts with Other Lenders. The City acknowledges that the California Department of Housing and Community Development ("**HCD**") and other lenders to be set forth in the Financing Plan may provide additional financing for the Development. The City agrees to share pro rata in the Residual Receipts, in proportion to the amount of City Loan and the financing provided by HCD and such other lenders (the "**City Prorata Percentage**").

(c) Payment of Remaining Balance. Borrower shall pay all outstanding principal and accrued interest on the City Loan, in full, on the earliest to occur of (i) a Borrower Event of Default for which the City exercises its right to cause the City Loan indebtedness to become immediately due and payable, and (ii) the expiration of the Term.

4.10 Prepayment; Acceleration

(a) Prepayment. Borrower shall have the right to prepay the City Loan at any time and from time to time, without penalty or premium, provided that any prepayment of principal must be accompanied by interest accrued but unpaid to the date of prepayment. Prepayments shall be applied first to accrued but unpaid interest and then to principal. Any such prepayment shall have no effect upon Borrower's obligations under the City Regulatory Agreement which shall survive for the full term of the City Regulatory Agreement.

(b) Due On Sale or Encumbrance. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the City Promissory Note shall be due and payable upon a Transfer (as defined in Section 7.2) absent the prior written consent of City of all or any part of or interest in the Property, except for a Transfer permitted under Section 7.3 of this Agreement or as otherwise permitted pursuant to this Agreement.

4.11 Nonrecourse. Except as expressly provided in this Section 4.11, Borrower and the general and limited partners of the Borrower shall have no personal liability for payment of the principal of, or interest on the City Promissory Note, and the sole recourse of City with respect to the payment of the principal of, and interest on the City Promissory Note shall be to the Property and the Improvements and any other collateral held by City as security for the City Promissory Note; provided however, nothing contained in the foregoing limitation of liability shall: (i) limit or impair the enforcement against all such security for the City Promissory Note of all the rights and remedies of the City thereunder; (ii) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the City Promissory Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto; or (iii) be deemed in any way to limit the rights of the City to obtain specific performance by the Borrower of its covenants under the City Documents, other than the covenants to pay the City principal and interest due under the City Promissory Note.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the City Promissory Note; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the City under this Agreement, or liability to the extent of any loss for: (i) fraud or intentional

misrepresentation, or bad faith, waste, willful misrepresentation by the Borrower; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the City Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the City Deed of Trust; and/or the misappropriation of any proceeds by the Borrower under any insurance policies orawards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Development.

ARTICLE V
ADDITIONAL PROPERTY

5.1 Acquisition of Additional Property; Changes to Agreement. The Parties desire, if feasible, to increase the size and number of apartment units to be constructed and operated within the Development. Borrower agrees to use good faith efforts to enter into agreements to acquire additional real property located adjacent to the Property which could be incorporated into the Development (the "**Additional Property**"). If the Borrower is successful in obtaining rights to acquire any Additional Property, the City and the Borrower shall discuss and negotiate in good faith with respect to such changes to this Agreement and the City Documents which may be necessary to accommodate the Additional Property as part of the Development. Such changes may include, without limitation, changes to the Financing Plan and the amount of the Predevelopment Component of the City Loan. Any such changes shall be subject to the approval of the City, which approval shall not unreasonably be withheld.

ARTICLE VI
USE OF THE PROPERTY

6.1 Use; Affordable Housing. Borrower covenants and agrees for itself and its successors and assigns that the Property shall be used for the development and operation of the Development in accordance with the terms and conditions of this Agreement and the City Regulatory Agreement.

6.2 Affordable Housing. Borrower covenants and agrees for itself, its successors and assigns that twenty-eight (28) of the fifty-seven (57) residential units developed within the Development shall be occupied by and rented at an affordable rent to households of Extremely Low Income, Very Low Income and Lower Income (as defined in the Regulatory Agreement) in accordance with the terms hereof and the City Regulatory Agreement. The Parties shall execute the City Regulatory Agreement, substantially in the form attached hereto as Exhibit G, concurrently with the execution of this Agreement. The City Regulatory Agreement shall be recorded in the Official Records of Alameda County ("**Official Records**") on the date that Borrower acquires the Property. Upon request of Borrower, City shall reasonably consider changes to or subordination of the Regulatory Agreement as proposed by the lender and/or Investor.

6.3 Maintenance. Borrower shall at its own expense, maintain the Property, the

Improvements and related landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations, consistent with the standards of maintenance of similar multifamily apartment complexes in Alameda County. Without limiting the foregoing, Borrower agrees to maintain the Improvements and the Property (including without limitation, the residential units, common areas, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Development. Borrower shall prevent and/or rectify any physical deterioration of the Property and the Improvements and shall make all repairs, renewals and replacements necessary to keep the Property and the Improvements in good condition and repair. Borrower shall provide adequate security services for occupants of the Development.

6.4 Taxes and Assessments. Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property and payable by Borrower, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Borrower shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Borrower exercises its right to contest any tax, assessment, or charge, the Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. Borrower shall have the right to apply for all applicable tax exemptions, including, without limitation, the welfare exemption from property tax for low-income housing.

6.5 Obligation to Refrain from Discrimination. Borrower shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Development, or any portion thereof, on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information of any person. Borrower covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Development or part thereof, nor shall Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Development or part thereof. Borrower shall include such provision in all deeds, leases, contracts and other instruments executed by Borrower, and shall enforce the same diligently and in good faith.

ARTICLE VII

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

7.1 Change Pursuant to this Agreement. Borrower has represented that it possesses the necessary expertise, skill and ability to carry out the development and operation of the Development on the Property pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Borrower is of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Borrower. No voluntary or involuntary successor, assignee or transferee of Borrower shall acquire any rights or powers under this Agreement, except as expressly provided herein.

7.2 Prohibition on Transfer. Prior to the later of expiration of the term of the City Regulatory Agreement and the payment in full of the City Promissory Note, Borrower shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Development, the Improvements, or this Agreement or any of the City Documents, without the prior written approval of City, which approval shall not be unreasonably withheld. Any such attempt to assign this Agreement without the City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the later of expiration of the term of the City Regulatory Agreement and the payment in full of the City Promissory Note, except as expressly permitted by this Agreement, Borrower shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and/or control of Borrower, taking all transfers into account on a cumulative basis.

7.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article VII shall not be deemed to prevent: (i) the granting of utility easements or permits to facilitate development of the Property; (ii) the dedication of any propertyrequired pursuant to this Agreement; (iii) the lease of individual units to tenants for occupancy as their principal residence in accordance with the City Regulatory Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Development or the Property in accordance with the approved Financing Plan and subject to the requirements of Article VIII, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; and (v) a Transfer to an entity which is under the direct control or under common control with Satellite Affordable Housing Associates ("SAHA") or Satellite AHA Development, Inc. ("SADI"), or in which SAHA, SADI, or one of their affiliates, is the general partner or sole member of the general partner ("**Controlled Affiliate**").

The City hereby approves the initial Transfer, if any, of the limited partnership interest in Borrower to an investor limited partner (the "**Investor Limited Partner**") and approves future Transfers of the limited partner interest in Borrower provided that: (i) such Transfers do not affect the timing and amount of the limited partner capital contributions provided for in the Partnership Agreement of Borrower approved by the City; and (ii) in subsequent Transfers, the initial limited partner or an affiliate of the initial limited partner retains a membership or partnership interest and the general partner of the Investor Limited Partner or a wholly-owned affiliate thereof serves as a managing member or managing general partner of the successor limited partner.

In the event the general partner of Borrower is removed by the Investor Limited Partner of Borrower for cause following default under the Partnership Agreement, the City hereby approves the Transfer of the general partner interest to a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), or a limited liability company whose sole member is a nonprofit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Code, selected by the Investor Limited Partner and approved by the County in writing, which approval shall not be withheld unreasonably.

7.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property or portion thereof if all of the following requirements are met (provided however, the requirements of this Section 7.4 shall not apply to Transfers described in Section 7.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete construction and operation of the Development and to otherwise fulfill the obligations undertaken by the Borrower under this Agreement.

(ii) The Borrower and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transferof this Agreement, the Property or interest therein together with such documentation ofthe proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Borrower under this Agreement, the City Regulatory Agreement, the City Documents and all obligations of Borrower arising prior to the effective date of the Transfer (unless Borrower expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Borrower's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement and the City Regulatory Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the City Manager unless the City Manager, in his or her discretion, refers the matter of approval to the City Council. If the City rejects a proposed Transfer, the City, as applicable, shall provide the reasons for such rejection in writing within thirty (30) days following receipt of written request by Borrower, and representatives of the City shall meet with Borrower and the proposed transferee to discuss in good faith the reasons for the rejection and Borrower's and transferee's responses thereto.

7.5 Effect of Transfer without City Consent.

7.5.1 In the absence of specific written agreement by the City, no Transfer by Borrower shall be deemed to relieve the Borrower or any other party from any obligation under this Agreement or the City Regulatory Agreement.

7.5.2 Without limiting any other remedy City may have under this Agreement, or under law or equity, this Agreement may be terminated by City if without the prior written approval of the City, Borrower assigns or Transfers this Agreement or the Property. This Section 7.5.2 shall not apply to Transfers permitted under Section 7.3.

7.6 Recovery of City Costs. Borrower shall reimburse City for all costs, including but not limited to attorneys' fees, incurred in reviewing instruments and other legal documents proposed to affect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten days following City's delivery to Borrower of an invoice detailing such costs. This Section 7.6 shall not apply to Transfers permitted under Section 7.3.

ARTICLE VIII
SECURITY FINANCING AND RIGHTS OF MORTGAGEES

8.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property only for the purpose of securing loans approved pursuant to the approved Financing Plan for the purpose of financing the acquisition of the Property, the design and construction of the Improvements, other expenditures reasonably necessary for development of the Property pursuant to this Agreement, and the construction and/or refinancing of the Development. Borrower shall not enter into any conveyance for such financing without the prior written approval of the City Manager or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

8.2 Holder Not Obligated to Construct. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated to construct or complete the Improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

8.3 Notice of Default and Right to Cure. Whenever City delivers any notice of

default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property, and the Investor Limited Partner, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach, and City will accept tender of such cure as if delivered by the Borrower.

8.4 City Right to Cure Defaults. In the event of a breach or default by Borrower under a mortgage or deed of trust secured by the Property, City may (but has no obligation to) cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Borrower. In such event, Borrower shall be liable for, and City shall be entitled to reimbursement from Borrower, for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum shall constitute a part of the indebtedness secured by the City Deed of Trust.

8.5 Holder to be Notified. Borrower, for itself, its successors and assigns, hereby warrants and agrees that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its creating any security right or interest in the Property.

8.6 Modifications to Agreement. City shall not unreasonably withhold its consent to modifications of this Agreement requested by Development lenders or investors, provided such modifications do not alter City's substantive rights and obligations under this Agreement.

8.7 Estoppel Certificates. Any Party shall, at any time, and from time to time, within thirty (30) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE IX
ENVIRONMENTAL MATTERS

9.1 No City Liability; Borrower's Covenants. City shall not be responsible for the cost of any soil, groundwater or other environmental remediation or other response activities for any Hazardous Materials, if any, existing or occurring on the Property or any portion thereof, and Borrower shall be solely responsible for all actions and costs associated with any such activities required by any regulatory agency with jurisdiction over the Property and/or required for the construction of the Development and the development of the Property, or any portion thereof. Upon receipt of any notice regarding the presence, release or discharge of Hazardous Materials in, on or under the Property, or any portion thereof, Borrower agrees to timely initiate and diligently pursue and complete all appropriate response, remediation and removal actions for the presence, release or discharge of such Hazardous Materials within such deadlines as specified by

applicable Environmental Laws. Borrower hereby covenants and agrees that:

(1) Borrower shall not knowingly permit the Development or the Property or any portion of either to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence or release of Hazardous Materials in, on, under, about or from the Development or the Property with the exception of any previously disclosed existing conditions on the Property and cleaning supplies and other materials customarily used in construction, construction, use or maintenance of residential property and used, stored and disposed ofin compliance with Environmental Laws, and

(2) Borrower shall keep and maintain the Development and the Property and each portion thereof in compliance with, and shall not cause or permit the Development or the Property or any portion of either to be in violation of, any Environmental Laws.

9.2 Environmental Indemnification. Borrower shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims, including without limitation any expenses associated with the investigation, assessment, monitoring, response, removal, treatment, abatement or remediation of Hazardous Materials and administrative, enforcement or judicial proceedings resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal or the alleged presence, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or (ii) the failure of Borrower, Borrower's employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing to comply with Environmental Laws or the covenants set forth in Section 9.1. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Laws. The provisions of this Section 9.2 shall survive the issuance of a Certificate of Completion for the Development and the expiration or earlier termination of this Agreement. Borrower's indemnification obligation under this Section 9.2 shall not apply to acts described in clause (i) above caused by the gross negligence orwillful misconduct of an Indemnitee.

9.2.1 No Limitation. Borrower hereby acknowledges and agrees that Borrower's duties, obligations and liabilities under this Agreement, including, without limitation, under Section 9.2 above, are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Materials, whether the City obtained such information from the Borrower or from its own investigations. It is further agreed that City does not and shall not waive any rights against Borrower that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

9.3 Hazardous Materials. As used herein, the term **"Hazardous Materials"** means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

9.4 Environmental Laws. As used herein, the term "**Environmental Laws**" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwater or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California

Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as each of the foregoing now exist or are hereafter amended, together with any regulations promulgated thereunder.

ARTICLE X
DEFAULTS, REMEDIES AND TERMINATION

10.1 Event of Borrower Default. The following events shall constitute an event of default on the part of Borrower ("**Event of Borrower Default**"):

(a) Subject to force majeure, Borrower fails to commence or complete construction of the Development within the times set forth in Section 3.5, or abandons or suspends construction of the Development prior to completion for a period of sixty (60) days or more;

(b) Borrower fails to pay when due the principal and interest (if any) payable under the City Promissory Note and such failure continues for thirty (30) days after City notifies Borrower thereof in writing;

(c) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VII;

(d) Borrower fails to maintain insurance on the Property and the Development as required pursuant to this Agreement, and Borrower fails to cure such default within ten (10) days following notice thereof from the City;

(e) Subject to Borrower's right to contest the following charges pursuant to Section 6.4, if Borrower fails to pay prior to delinquency taxes or assessments due on the Property or the Development or fails to pay when due any other charge that may result in a lien on the Property or the Development, and Borrower fails to cure such default within thirty (30) days of date of delinquency, but in all events upon the imposition of any such tax or other lien;

(f) A default is declared in writing under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to acceleratere payment of such loan;

(g) Any representation or warranty contained in this Agreement or in any financial statement, certificate or report submitted to the City in connection with this Agreement or Borrower's request for the City Loan proves to have been false in any material and adverse respect when made and continues to be materially adverse to the City;

(h) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"),

Borrower (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(i) A court of competent jurisdiction shall have made or entered any decree or order:

(1) adjudging the Borrower to be bankrupt or insolvent,

(2) approving as properly filed a petition seeking reorganization of the Borrower or seeking any arrangement for Borrower under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction,

(3) appointing a receiver, trustee, liquidator, or assignee of the Borrower in bankruptcy or insolvency or for any of its properties, or

(4) directing the winding up or liquidation of the Borrower;

(j) Borrower shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executedupon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(k) The Borrower shall have voluntarily suspended its business or Borrower shall have been dissolved or terminated;

(l) An event of default arises under this Agreement or any City Document and remains uncured beyond any applicable cure period; or

(m) Borrower defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 10.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Borrower; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, a Borrower Event of Default shall not arise hereunder if Borrower commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than ninety (90) days after receipt of notice of the default or such longer period as the City may allow.

10.2 City Default. An event of default on the part of City ("**Event of City Default**") shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30) days after

written notice thereof from Borrower to City, or in the case of a default which cannot with due diligence be cured within thirty (30) days, City fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

10.3 City's Right to Terminate Agreement. If an Event of Borrower Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Borrower and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Borrower under this Agreement, shall expire and terminate.

10.4 City's Remedies and Rights Upon an Event of Borrower Default. Upon the occurrence of an Event of Borrower Default and the expiration of any applicable cure period, City shall have all remedies available to it under law or equity, including, but not limited to the following. City may, at its election, without notice to or demand upon Borrower, except for notices or demands required by law or expressly required pursuant to this Agreement or the City Documents, exercise one or more of the following remedies:

(a) Accelerate and declare the balance of the City Promissory Note and interest accrued thereon immediately due and payable;

(b) Seek specific performance to enforce the terms of this Agreement or City Documents;

(c) Foreclose on the Property pursuant to the City Deed of Trust;

(d) Pursue any and all other remedies available under law to enforce the terms of thethis Agreement and the City Documents and City's rights thereunder.

10.5 Borrower's Remedies Upon an Event of City Default. Upon the occurrence of an City Event of Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, Borrower may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement.

10.6 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding anything to the contrary set forth herein, a party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

10.7 Inaction Not a Waiver of Default. No failure or delay by any Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive any Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

ARTICLE XI
INDEMNITY AND INSURANCE.

11.1 Indemnity. Borrower shall indemnify, defend (with counsel approved by City, such approval not to be unreasonably withheld) and hold Indemnitees harmless from and against any and all Claims, including without limitation, Claims arising directly or indirectly, in whole or in part, as a result of or in connectionwith Borrower's or Borrower's contractors, subcontractors, agents or employees development, construction, improvement, operation, ownership or maintenance of the Development or the Property, or any part thereof or otherwise arising out of or in connection with Borrower's performance under this Agreement. Borrower's indemnification obligations under this Section 11.1 shall not extend to Claims resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 11.1 shall survive the issuance of a Certificate of Completion for the Development and the expiration or earlier termination of this Agreement. It is further agreed that City do not and shall not waive any rights against Borrower that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

11.2 Insurance.

(a) Borrower and all contractors working on behalf of Borrower on the Development shall maintain the insurance coverage as described in the City Insurance Requirements attached hereto Exhibit I and incorporated herein.

(b) Prior to closing of the City Loan, Borrower shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. Each certificate shall contain all provisions required in the City Insurance Requirements.

(c) If any insurance policy or coverage required hereunder is canceled or reduced, Borrower shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Borrower's expense,and Borrower shall promptly reimburse City for such expense upon receipt of billing from City.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Brokers. Borrower agrees to pay any real estate commission, brokerage fee, finder's fee, or other compensation due with respect to the acquisition of the Property, and agrees to defend, indemnify and hold harmless the City from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

12.2 Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, performance by any Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Parties, acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other cause beyond the affected Party's reasonable control. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Parties within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Parties within ten (10) days of receipt of the notice. None of theParties shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Borrower and City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). City and Borrower acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the work of Improvements shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

12.3 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

City:	City of Newark 37101 Newark Blvd. Newark, CA 94560 Attention: Community Development Director (with copy to City Attorney)
Borrower:	Thornton, L.P. c/o Satellite Affordable Housing Associates 1835 Alcatraz Avenue Berkeley, California 94703 Attention: Chief Executive Officer
With a copy to:	Satellite AHA Development, Inc. 1835 Alcatraz Avenue Berkeley, California 94703 Attention: Chief Executive Officer

The City agrees that it shall provide Borrower's Investor Limited Partner a duplicate copy of all notices of default that the City may give to or serve in writing upon Borrower pursuant to the terms of the Loan Documents, at an address provided to the City; provided, the City shall have no liability to the Investor Limited Partner for its failure to do so. The Investor Limited Partner shall have the right, but not the obligation, to cure any Default of Borrower set forth in such notice, during any applicable cure period described in the Loan Documents, and the City will accept tender of such cure as if delivered by Borrower.

12.4 Attorneys' Fees. If any Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

12.5 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

12.6 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named party shall be deemed to apply to any permitted successor and assign of such party who has acquired an interest in compliance with this Agreement or under law.

12.7 Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since all of the Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

12.8 Action or Approval. Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the City is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager, or by any person who shall have been designated in writing by the City, without further approval by the City Council. Any such action shall be in writing. The Borrower acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement) shall limit, waive, or otherwise impair the authority and discretion of: (i) the City's Community Development Department, in connection with the review and approval of the proposed construction plans for the Development (or any change to such plans), or any use, or proposed use, of the Property, (ii) the City's issuance of a building permit, or (iii) any other office or department of the City acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Development.

12.9 Entire Agreement. This Agreement, including the exhibits listed below, which are attached hereto and incorporated herein by this reference, together with the other City Documents, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

Exhibit A	Legal Description of the Property
Exhibit B	Preliminary Financing Plan
Exhibit C	City Promissory Note
Exhibit D	City Deed of Trust
Exhibit E	Schedule of Performance
Exhibit F	Scope of Development
Exhibit G	City Regulatory Agreement
Exhibit H	Certificate of Completion
Exhibit I	City Insurance Requirements

12.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Amendment may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

12.11 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

12.12 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

12.13 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

12.14 Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Borrower or its successors in interest in the event of any default or breach by City or for any amount which may become due to Borrower or its successors in interest pursuant to this Agreement.

12.15 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of California.

12.16 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

DEVELOPER:

THORNTON, L.P.,
a California limited partnership

By: Satellite AHA Development, Inc.,
a California nonprofit public benefit corporation,
its general partner

By: _____
Name: Susan Friedland
Its: Chief Executive Officer

CITY:

CITY OF NEWARK,
a California municipal corporation

By: _____
David Benoun, City Manager

ATTEST:

By: _____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

By: _____
Kristopher Kokotaylo, City Attorney

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By: _____
David Benoun, City Manager

ATTEST:

By: _____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

By: _____
Kristopher Kokotaylo, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

6361 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, flied December 8, 1916, Map Book 16, Page 11, Alameda County Records, described as follows:

Beginning at a point on the N/W line of Thornton Avenue distance thereon North 33° 00' East 440 feet from the point of intersection thereof with the N/W line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Newark:

The Southeasterly 10 feet of that certain parcel of land described in the Deed from Clyde W. Lindsay and Marie T. Lindsay, his wife, to Edward C. Jackson and. Eunice M. Jackson, his wife, recorded October 2, 1952 in the Office of the County Recorder of Alameda County in Book 6839, Page 514, Official Records of Alameda County.

APN: 092A-0919-017-02

6347 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, flied December 8, 1916, Map Book 16, Page 11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue distance thereon North 33° 00' East 495.00 feet from the Northeastern line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55.00 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.

EXCEPTING THEREFROM the Southeastern 10 feet, as granted to the City of Newark recorded September 10, 1969, Series No. 101382 in Book 2474, Page 50 of Official Records.
6375 Thornton Avenue

APN: 092A-0919-016-02

6375 Thornton Avenue:

A portion of Lots 22 and 23 in Block J, map of Newark Acres, filed December 8, 1916, in Book 16 of Maps, Page 11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue, distant thereon North 33° 00' East 385 feet from the point of intersection thereof with the Northeastern line of Cherry road, as said Avenue and Road are shown on said map; running thence along said line of Thornton Avenue North 33° 00' East 55.00 feet; thence North 56° 58' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 58' East 150.00 feet to the point of beginning.

APN: 092A-0919-018

EXHIBIT B

PRELIMINARY FINANCING PLAN

[To Be Attached]

Exhibit B/Preliminary Financing Plan

To finance the build-out of the Thornton Avenue community, SAHA proposes to use Low-Income Housing Tax Credits and a soft loan from the City of Newark, along with several other gap sources.

LOW-INCOME HOUSING TAX CREDITS

SAHA anticipates generating approximately $24,812,767 of tax credit equity. This breaks down into $20,953,003 from Federal tax credits and $3,859,764 from State tax credits. We are able to layer both State and Federal tax credits on the project because HUD designated the City of Newark as a 2022 Difficult Development Area. SAHA is assuming an all-in investor pay-in rate of $0.95 per federal tax credit and $0.70 per state tax credit. These are conservative assumptions based on our two most recent investor negotiations.

CITY OF NEWARK SOFT LOAN

SAHA requests a 55-year soft loan of $12M from the City of Newark for site acquisition, construction and permanent financing. This funding will cover approximately 25% of the total development cost. We recognize that this is a substantial ask. SAHA keeps abreast of local, regional, state and federal affordable housing funding opportunities and commits to leverage this precious funding opportunistically as much as possible.

MULTIFAMILY HOUSING PROGRAM

SAHA anticipates receiving a $8,420,033 Multifamily Housing Program loan from California Department of Housing and Community Development. To help ensure competitiveness, SAHA intends to request the loan on the 30% AMI units and a portion of the 50% AMI units only.

CONVENTIONAL PERMANENT LOAN

SAHA anticipates originating a $2,591,781, tax-exempt, 20-year, fully amortizing permanent loan from a to-be-determined private lender. We assume an interest rate of 5.75%.

AFFORDABLE HOUSING PROGRAM

SAHA anticipates that the proposed project will be competitive for $855,000 of funding from the Federal Home Loan Bank of San Francisco's Affordable Housing Program.

DEFERRED DEVELOPER FEE

To round out the funding mix, SAHA proposes to voluntarily defer a $150,000 portion of its developer fee to be paid from a priority distribution of surplus cash flow during operations.

CONSTRUCTION LOAN

SAHA will fund construction with a tax-exempt construction loan. The term is projected to be 24 months, and the interest rate 5.5%. The loan will be paid off at permanent financing conversion with tax credit syndication proceeds and additional soft debt and conventional debt.

Financing Plan

Construction

Uses	
$ 3,470,000	Land / Acquisition
$ 35,527,443	Construction
$ 862,450	Architecture
$ 718,490	Survey & Engineering
$ 2,095,000	Construction Interest & Fees
$ -	Permanent Financing
$ 32,500	Legal
$ -	Reserves
$ 2,085,732	Other Costs
$ 661,030	Bond Financing Costs
$ 1,336,870	Developer Costs
$ 146,890	Syndication Costs
$ 46,936,405	**Total Uses**

Sources	
$ -	Perm Loan - 20 yr term & amort.
$ 2,095,300	Federal Tax Credit Equity
$ 385,976	State Tax Credit Equity
$ -	HCD MHP
$ 855,000	FHLB AHP
$ 7,877,586	Local Funds: City of Newark
$ -	Deferred Developer Fee
$ 31,550,128	Construction Loan
$ 42,763,991	**Total Sources**

Permanent

Uses	
$ 3,470,000	Land / Acquisition
$ 35,527,443	Construction
$ 862,450	Architecture
$ 718,490	Survey & Engineering
$ 2,095,000	Construction Interest & Fees
$ 40,000	Permanent Financing
$ 32,500	Legal
$ 463,054	Reserves
$ 2,085,732	Other Costs
$ 661,030	Bond Financing Costs
$ 2,650,870	Developer Costs
$ 221,890	Syndication Costs
$ 48,828,459	**Total Uses**

Sources	
$ 2,590,659	Perm Loan - 20 yr term & amort.
$ 20,953,003	Federal Tax Credit Equity
$ 3,859,764	State Tax Credit Equity
$ 8,420,033	HCD MHP
$ 855,000	FHLB AHP
$ 12,000,000	Local Funds: City of Newark
$ 150,000	Deferred Developer Fee
$ 48,828,459	**Total Sources**

Unit Mix (Rent and Income Levels)

Bedrooms	AMI	Subsidy Name	Section 8	MHP	Special Needs per TCAC	Total Units	Gross Rent	Utility Allowance	Net Rent	Proposed Rent	Annual Rental Income	FMR/ Contract Rents	Section 8 Payment	Annual Section 8 Income
1	30%	HACA	Yes	Yes		3	$ 803	$ 76	$ 727	$ 727	$ 26,186	$ 1,899	$ 1,096	$ 39,442
1	30%			Yes		5	$ 803	$ 76	$ 727	$ 727	$ 43,644			
1	50%			Yes		5	$ 1,339	$ 76	$ 1,263	$ 1,263	$ 75,780			
1	50%					6	$ 1,339	$ 76	$ 1,263	$ 1,263	$ 90,936			
1	60%					7	$ 1,607	$ 76	$ 1,531	$ 1,531	$ 128,587			
2	30%	HACA	Yes	Yes		2	$ 964	$ 106	$ 858	$ 858	$ 20,597	$ 2,385	$ 1,421	$ 34,099
2	30%			Yes		3	$ 964	$ 106	$ 858	$ 858	$ 30,895			
2	50%			Yes		4	$ 1,607	$ 106	$ 1,501	$ 1,501	$ 72,048			
2	50%					3	$ 1,607	$ 106	$ 1,501	$ 1,501	$ 54,036			
2	60%					3	$ 1,928	$ 106	$ 1,822	$ 1,822	$ 65,606			
3	30%	HACA	Yes	Yes		2	$ 1,114	$ 126	$ 988	$ 988	$ 23,702	$ 3,282	$ 2,168	$ 52,042
3	30%			Yes		4	$ 1,114	$ 126	$ 988	$ 988	$ 47,405			
3	50%			Yes		3	$ 1,856	$ 126	$ 1,730	$ 1,730	$ 62,280			
3	50%					3	$ 1,856	$ 126	$ 1,730	$ 1,730	$ 62,280			
3	60%					3	$ 2,227	$ 126	$ 2,101	$ 2,101	$ 75,643			
3	MGR					1	$ -	$ 126	$ -	$ -	$ -			
Avg AMI:	44.74%	Total:	7		0	57					$ 879,626			$ 125,582

@ 30% AMI:	34%
@ 40% AMI:	0%
@ 50% AMI:	43%
@ 60% AMI:	23%

Square Footage of Units

Unit Type (# of bedrooms)	Count	Rough average square feet per unit type	Residential Area	# of bedrooms
1	26	515	13,390	26
2	15	846	12,690	30
3	16	1,020	16,320	48
Total:	57		42,400	104

TCAC 9% Minimum square footages
500
750
1,000

Cash Flow

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income											
Rent	2.5%	$ 879,626	$ 901,617	$ 924,157	$ 947,261	$ 970,943	$ 995,217	$ 1,020,097	$ 1,045,599	$ 1,071,739	$ 1,098,533
Section 8 Rental Subsidy	2.5%	$ 125,582	$ 128,722	$ 131,940	$ 135,239	$ 138,619	$ 142,085	$ 145,637	$ 149,278	$ 153,010	$ 156,835
Laundry & Vending Income	2.5%	$ 4,104	$ 4,207	$ 4,312	$ 4,420	$ 4,530	$ 4,643	$ 4,759	$ 4,878	$ 5,000	$ 5,125
POTENTIAL GROSS INCOME:		$ 1,009,313	$ 1,034,546	$ 1,060,409	$ 1,086,919	$ 1,114,092	$ 1,141,945	$ 1,170,493	$ 1,199,756	$ 1,229,750	$ 1,260,493
LIHTC Units Vacancy	5.0%	$ (44,187)	$ (45,291)	$ (46,423)	$ (47,584)	$ (48,774)	$ (49,993)	$ (51,243)	$ (52,524)	$ (53,837)	$ (55,183)
Section 8 Units Vacancy	5.0%	$ (6,279)	$ (6,436)	$ (6,597)	$ (6,762)	$ (6,931)	$ (7,104)	$ (7,282)	$ (7,464)	$ (7,650)	$ (7,842)
EFFECTIVE GROSS INCOME:		$ 958,847	$ 982,818	$ 1,007,389	$ 1,032,574	$ 1,058,388	$ 1,084,848	$ 1,111,969	$ 1,139,768	$ 1,168,262	$ 1,197,469
Expenses											
Operating Expenses	3.5%	$ 639,981	$ 662,380	$ 685,563	$ 709,558	$ 734,392	$ 760,096	$ 786,699	$ 814,234	$ 842,732	$ 872,226
Replacement Reserve Deposits		$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500
TOTAL EXPENSES		$ 668,481	$ 690,880	$ 714,063	$ 738,058	$ 762,892	$ 788,596	$ 815,199	$ 842,734	$ 871,232	$ 900,726
NET OPERATING INCOME		**$ 290,367**	**$ 291,939**	**$ 293,326**	**$ 294,516**	**$ 295,496**	**$ 296,251**	**$ 296,769**	**$ 297,034**	**$ 297,030**	**$ 296,741**
Hard Debt Service											
Perm Loan - 20 yr term & amort. Principal & Interes		$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263
Required Payments											
Bond Fees		$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000
HCD Required Debt Service	$35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364
CASH FLOW:		**$ 32,739**	**$ 34,311**	**$ 35,698**	**$ 36,888**	**$ 37,868**	**$ 38,624**	**$ 39,142**	**$ 39,407**	**$ 39,403**	**$ 39,114**
DSCR:		1.15	1.16	1.16	1.17	1.17	1.18	1.18	1.18	1.18	1.18
Investor Management Fee	0% $5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Deferred Developer Fee		$ 27,739	$ 29,311	$ 30,698	$ 31,888	$ 30,362	$ -	$ -	$ -	$ -	$ -
GP Pshp Management Fee	3% $ 25,000	$ -	$ -	$ -	$ -	$ 2,506	$ 28,982	$ 29,851	$ 30,747	$ 31,669	$ 32,619
Incentive Management Fee	50%	$ -	$ -	$ -	$ -	$ -	$ 1	$ 1	$ 1	$ 1,367	$ 747
Residual Receipts (50%)											
City of Newark	59%	$ -	$ -	$ -	$ -	$ -	$ 2,728	$ 2,521	$ 2,151	$ 803	$ 439
California HCD	41%	$ -	$ -	$ -	$ -	$ -	$ 1,914	$ 1,769	$ 1,509	$ 564	$ 308

Cash Flow

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Rent	$ 1,125,996	$ 1,154,146	$ 1,183,000	$ 1,212,575	$ 1,242,889	$ 1,273,961	$ 1,305,810	$ 1,338,456	$ 1,371,917	$ 1,406,215
Section 8 Rental Subsidy	$ 160,756	$ 164,775	$ 168,894	$ 173,117	$ 177,445	$ 181,881	$ 186,428	$ 191,088	$ 195,866	$ 200,762
Laundry & Vending Income	$ 5,253	$ 5,385	$ 5,519	$ 5,657	$ 5,799	$ 5,944	$ 6,092	$ 6,245	$ 6,401	$ 6,561
POTENTIAL GROSS INCOME:	$ 1,292,006	$ 1,324,306	$ 1,357,414	$ 1,391,349	$ 1,426,133	$ 1,461,786	$ 1,498,331	$ 1,535,789	$ 1,574,184	$ 1,613,538
LIHTC Units Vacancy	$ (56,562)	$ (57,977)	$ (59,426)	$ (60,912)	$ (62,434)	$ (63,995)	$ (65,595)	$ (67,235)	$ (68,916)	$ (70,639)
Section 8 Units Vacancy	$ (8,038)	$ (8,239)	$ (8,445)	$ (8,656)	$ (8,872)	$ (9,094)	$ (9,321)	$ (9,554)	$ (9,793)	$ (10,038)
EFFECTIVE GROSS INCOME:	$ 1,227,405	$ 1,258,091	$ 1,289,543	$ 1,321,781	$ 1,354,826	$ 1,388,697	$ 1,423,414	$ 1,458,999	$ 1,495,474	$ 1,532,861
Expenses										
Operating Expenses	$ 902,756	$ 934,352	$ 967,054	$ 1,000,901	$ 1,035,933	$ 1,072,191	$ 1,109,717	$ 1,148,557	$ 1,188,757	$ 1,230,363
Replacement Reserve Deposits	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500	$ 28,500
TOTAL EXPENSES	$ 931,256	$ 962,852	$ 995,554	$ 1,029,401	$ 1,064,433	$ 1,100,691	$ 1,138,217	$ 1,177,057	$ 1,217,257	$ 1,258,863
NET OPERATING INCOME	**$ 296,150**	**$ 295,238**	**$ 293,988**	**$ 292,380**	**$ 290,393**	**$ 288,006**	**$ 285,197**	**$ 281,942**	**$ 278,217**	**$ 273,998**
Hard Debt Service										
Perm Loan - 20 yr term & amort. Principal & Inter	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263	$ 218,263
Required Payments										
Bond Fees	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
HCD Required Debt Service	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364	$ 35,364
CASH FLOW	**$ 38,523**	**$ 37,611**	**$ 36,361**	**$ 34,753**	**$ 32,766**	**$ 33,379**	**$ 30,570**	**$ 27,315**	**$ 23,590**	**$ 19,371**
DSCR:	1.18	1.17	1.17	1.16	1.15	1.15	1.14	1.13	1.11	1.09
Investor Management Fee	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Deferred Developer Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
GP Pshp Management Fee	$ 33,523	$ 32,611	$ 31,361	$ 29,753	$ 27,766	$ 28,379	$ 25,570	$ 22,315	$ 18,590	$ 14,371
Incentive Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Residual Receipts (50%)										
City of Newark	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
California HCD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Input Page

Overview

Version:	City NOFA August 2022
Project Name	Thornton Ave family
Property Size	0.53 acres
Density	108 units per acre
Total # of affordable units:	56 units
Total # of units:	57 units
Total # of parking spaces:	100

Income

Subsidy Name		0 BR	1 BR	2 BR	3 BR	
2022	TCAC 100% AMI Rents		$ 2,678	$ 3,214	$ 3,712	Click here for rent limits
HACA	Contract Rent 1		$ 1,899	$ 2,385	$ 3,282	Source: https://www.haca.net/wp-content/u
	Utility Allowance 1		$ 76	$ 106	$ 126	Source: https://www.haca.net/wp-content
Laundry & Vending Income:		$6 PUPM				

Conventional Debt

Conventional Loan?	Yes	
Cash flow prior to conventional debt service:		$ 251,003
Annual debt service:		$ 218,263
Interest Rate:		5.75%
Amortization Period		20 Years
DSCR:		1.15
Loan Amount:		$ 2,590,659

Tax Credits

9% or 4% Credits?	4%	
Acquisition Credits?	No	
QCT or DDA?	Yes	Click here for QCT & DDA status
Housing Type	Large Family	
Applicable Fraction:	100.00%	
Federal Credit Price:	$ 0.95	
State Credit Price:	$ 0.70	
Limited Partner Ownership %	99.99%	
Rural?	No	
Opportunity Area Designation:	oderate & Below	Click here for designation

Opportunity Area boost is not available for inclusionary deals.

Permanent Sources

Permanent Sources						Perm
Description	Totals	% of TDC	Per Unit	Predev	Constr	Closing
Perm Loan - 20 yr term & amort.	$ 2,590,659	5%	$ 45,450			$ 2,590,659
Federal Tax Credit Equity	$20,953,003	43%	$ 367,597		$ 2,095,300	$ 18,857,703
State Tax Credit Equity	$3,859,764	8%	$ 67,715		$ 385,976	$ 3,473,787
HCD MHP	$ 8,420,033	17%	$ 147,720			$ 8,420,033
FHLB AHP	$ 855,000	2%	$ 15,000		$ 855,000	
Local Funds: City of Newark	$ 12,000,000	25%	$ 210,526	$ 4,122,414	$ 7,877,586	
Deferred Developer Fee	$ 150,000	0%	$ 2,632			$ 150,000
Non-Permanent Sources						
Construction Loan	$ 31,600,128		$ 554,388		$ 31,600,128	$ (31,600,128)
Total Sources	$ 48,828,459			$ 4,122,414	$ 42,813,991	$ 1,892,054
Total Uses	$ 48,828,459			$ 4,122,414	$ 42,813,991	$ 1,828,054
Funding surplus/gap:	$ -					

Description		Budgeted	NC/Rehab Eligible Basis	Per Unit	Per SF	Predev Total	Constr Total	Perm Closing
LAND/ACQUISITION								
Land Cost		$ 3,390,000	X	$ 59,474	$ 54	$ 3,390,000	$ -	
Building Costs								
			X	$ -	$ -		$ -	
Acq Loan Fee	0%		X	$ -	$ -		$ -	
Acq Loan Interest			X	$ -	$ -		$ -	
Acq Legal Fees		$ 5,000	X	$ 88	$ 0	$ 5,000	$ -	
Acq Lender Costs			X	$ -	$ -		$ -	
Acquisition Title & Recording		$ 15,000	X	$ 263	$ 0	$ 15,000	$ -	
Acquisition Holding Costs		$ 10,000	X	$ 175	$ 0	$ 10,000	$ -	
Predevelopment Loan Fees	0%		X	$ -	$ -		$ -	
Predevelopment Loan Interest		$ 50,000	X	$ 877	$ 1		$ 50,000	
LAND/ACQUISITION TOTAL		$ 3,470,000	$ -	$ 60,877	$ 55	$ 3,420,000	$ 50,000	$ -
CONSTRUCTION								
Demolition		$ 125,000	X	$ 2,193	$ 2		$ 125,000	
Construction Sign		$ 400	X	$ 7	$ 0		$ 400	
Remediation		$ 10,000	$ 10,000	$ 175	$ 0		$ 10,000	
Offsite Improvements		$ 379,950	X	$ 6,666	$ 6		$ 379,950	
Unit Construction	$400 psf	$ 25,251,204	$ 25,251,200	$ 443,004	$ 400		$ 25,251,204	
Site Work		$ 3,625,408	$ 3,625,407	$ 63,604	$ 57		$ 3,625,408	
Landscape		$ 402,823	$ 402,823	$ 7,067	$ 6		$ 402,823	
Contractor Overhead & Profit		$ 1,262,560	$ 1,262,560	$ 22,150	$ 20		$ 1,262,560	
General Conditions		$ 1,404,980	$ 1,404,980	$ 24,649	$ 22		$ 1,404,980	
Contractor Insurance & Bonds		$ 286,865	$ 286,865	$ 5,033	$ 5		$ 286,865	
Owner Furnishings		$ 75,000	$ 75,000	$ 1,316	$ 1		$ 75,000	
PV System		$ 303,132	$ 303,132	$ 5,318	$ 5		$ 303,132	
Tenant Improvements			$ -	$ -	$ -		$ -	
Hard Cost Contingency	10%	$ 2,525,120	$ 2,525,120	$ 44,300	$ 40		$ 2,525,120	
CONSTRUCTION TOTAL		$ 35,527,443	$ 35,147,087	$ 623,288	$ 563	$ -	$ 35,527,443	$ -
ARCHITECTURAL FEES								
Architecture		$ 862,450	$ 862,450	$ 15,131	$ 14	$ 344,980	$ 517,470	
Landscape Architecture			$ -	$ -	$ -		$ -	
Conceptual Arch			$ -	$ -	$ -		$ -	
Schematic Arch			$ -	$ -	$ -		$ -	
Design Devt			$ -	$ -	$ -		$ -	
Construction Docs			$ -	$ -	$ -		$ -	
Construction Admin			$ -	$ -	$ -		$ -	
Arch Reimbursables			$ -	$ -	$ -		$ -	
ARCHITECTURAL FEES TOTAL		$ 862,450	$ 862,450	$ 15,131	$ 14	$ 344,980	$ 517,470	$ -
SURVEY & ENGINEERING								
Survey			$ -	$ -	$ -		$ -	
Engineering		$ 628,260	$ 628,260	$ 11,022	$ 10	$ 251,304	$ 376,956	
Engineering - Structural			$ -	$ -	$ -		$ -	
Engineering - MEP			$ -	$ -	$ -		$ -	
Engineering - Civil			$ -	$ -	$ -		$ -	
Engineering - Geotechnical			$ -	$ -	$ -		$ -	
Enviro Assessment &Testing		$ 90,230	$ 90,230	$ 1,583	$ 1	$ 90,230	$ -	
Construction Testing & Inspec			$ -	$ -	$ -		$ -	
SURVEY & ENGINEERING TOTAL		$ 718,490	$ 718,490	$ 12,605	$ 11	$ 341,534	$ 376,956	$ -

Description		Budgeted	NC/Rehab Eligible Basis	Per Unit	Per SF	Predev Total	Constr Total	Perm Closing
CONST INTEREST & FEES								
Construction Loan Fees			$ -	$ -	$ -		$ -	
Construction Lender Costs			$ -	$ -	$ -		$ -	
Construction Lender Legal			0	$ -	$ -		$ -	
Legal -Construction Closing		$ 25,000	24999.99604	$ 439	$ 0		$ 25,000	
Contruction Loan Interest		$ 1,980,000	989999.8432	$ 34,737	$ 31		$ 1,980,000	
Accrued Interest - City			0	$ -	$ -			$ -
Accrued Interest - County			0	$ -	$ -			$ -
Prevailing Wage Monitoring		$ 30,000	$ 30,000	$ 526	$ 0		$ 30,000	
Construction Title & Recording		$ 60,000	$ 60,000	$ 1,053	$ 1		$ 60,000	
CONST INTEREST & FEES TOTAL		$ 2,095,000	$ 1,105,000	$ 36,754	$ 33	$ -	$ 2,095,000	$ -
PERM FINANCING COSTS								
Perm Loan Fee	0%		X	$ -	$ -			$ -
Perm Title & Recording		$ 20,000	X	$ 351	$ 0			$ 20,000
Perm Lender Costs			X	$ -	$ -			$ -
Perm Closing Legal Fee		$ 20,000	X	$ 351	$ 0			$ 20,000
Soft Perm Loan Fee	0%		X	$ -	$ -			$ -
Soft Perm Loan Costs	0%		X	$ -	$ -			$ -
PERM FINANCING TOTAL		$ 40,000	$ -	$ 702	$ 1	$ -	$ -	$ 40,000
OWNER LEGAL								
Owner Legal - Construction			$ -	$ -	$ -		$ -	
Owner Legal - Org, RE, Synd & Perm Loan		$ 32,500	X				$ 32,500	
LEGAL TOTAL		$ 32,500	$ -	$ 570	$ 1	$ -	$ 32,500	$ -
RESERVES								
Operating Reserve	6 mos	$ 463,054	X	$ 8,124	$ 7			$ 463,054
ReplacementReserve			X	$ -	$ -			$ -
RESERVES TOTAL		$ 463,054	$ -	$ 8,124	$ 7	$ -	$ -	$ 463,054
OTHER COSTS								
RE Taxes	0.0%	$ -	$ -	$ -	$ -		$ -	
Const Op Deficits			$ -	$ -	$ -		$ -	
Other Taxes			$ -	$ -	$ -		$ -	
Permit Fees - Planning			$ -	$ -	$ -		$ -	
Permit Fees - Building		$ 406,094	$ 406,094	$ 7,124	$ 8		$ 406,094	
Impact Fees		$ 768,400	$ 768,400	$ 13,481	$ 12		$ 768,400	
Utility Connection Fees		$ 150,000	$ 150,000	$ 2,632	$ 2		$ 150,000	
Green Certifications		$ 38,000	$ 38,000	$ 667	$ 1		$ 38,000	$ -
GL Insurance			$ -	$ -	$ -		$ -	
Builders Risk Insurance		$ 189,498	$ 189,498	$ 3,325	$ 3		$ 189,498	
Softcost Contingency_Other			$ -	$ -	$ -		$ -	
First Yr Operating Insurance		$ 26,000	$ 26,000	$ 456	$ 0		$ 26,000	
Community Outreach		$ 5,000	X	$ 88	$ 0	$ 5,000	$ -	
PNA			$ -	$ -	$ -		$ -	
Security		$ 46,200	$ 46,200	$ 811	$ 1		$ 46,200	
Relocation			$ -	$ -	$ -		$ -	
Operating Costs during Constr			$ -	$ -	$ -		$ -	
Appraisal		$ 4,500	$ 4,500	$ 79	$ 0	$ 4,500	$ -	
Market Study		$ 6,400	X	$ 112	$ 0	$ 6,400	$ -	
Marketing & Leasing		$ 75,000	X	$ 1,316	$ 1		$ 75,000	
Soft Cost Contingency	10%	$ 370,640	$ 370,640	$ 6,502	$ 6		$ 370,640	
Other: Condominium setup			$ -	$ -	$ -		$ -	
Other: (specify)			$ -	$ -	$ -		$ -	
OTHER COSTS TOTAL		$ 2,085,732	$ 1,999,332	$ 36,592	$ 33	$ 15,900	$ 2,069,832	$ -
BOND FINANCING COSTS								
Bond Fees		$ 650,820	X	$ 11,418	$ 10		$ 650,820	
CDLAC Fees		$ 10,210	X	$ 179	$ 0		$ 10,210	
TOTAL BOND FINANCING COSTS		$ 661,030	$ -	$ 11,597	$ 10	$ -	$ 661,030	$ -
DEVELOPER COSTS								
Developer Fee		$ 2,500,000	$ 2,500,000	$ 43,860	$ 40		$ 1,250,000	$ 1,250,000
Construction Management		$ 86,870	$ 86,870	$ 1,524	$ 1		$ 86,870	
Other Consultants		$ 64,000	$ 64,000	$ 1,123	$ 1		$ 64,000	
DEVELOPER COSTS TOTAL		$ 2,650,870	$ 2,586,870	$ 46,506	$ 42	$ -	$ 1,336,870	$ 1,250,000
SYNDICATION COSTS								
Syndication Consultant		$ 92,000	X	$ 1,614	$ 1		$ 92,000	
Syndication Legal		$ 50,000	X	$ 877	$ 1			$ 50,000
Accountant Fee		$ 25,000	X	$ 439	$ 0			$ 25,000
Transit Passes			X	$ -	$ -		$ -	$ -
TCAC Fees		$ 54,890	X	$ 963	$ 1		$ 54,890	
TCAC Fees - Deferred			X	$ -	$ -			$ -
Investor Costs			X				$ -	
SYNDICATION COSTS TOTAL		$ 221,890	$ -	$ 3,893	$ 4	$ -	$ 146,890	$ 75,000
		$ 48,828,459	$ 42,419,228	$ 856,640	$ 773	$ 4,122,414	$ 42,813,991	$ 1,828,054

EXHIBIT C

CITY PROMISSORY NOTE

[To Be Attached]

PROMISSORY NOTE
(Thornton Avenue)

$12,000,000

Newark, California
April 1, 2023

FOR VALUE RECEIVED, the undersigned Thornton, L.P., a California limited partnership ("Borrower"), hereby promises to pay to the order of the City of Newark, a California municipal corporation ("Holder"), 37101 Newark Blvd., Newark, California, 94560, Attn: Community Development Director, the principal amount of Twelve Million Dollars ($12,000,000), plus interest thereon pursuant to Section 2 below (the "City Loan").

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to pay Holder the principal amount of up to Twelve Million Dollars ($12,000,000) with interest for the funds loaned to Borrower by Holder pursuant to the Affordable Housing Loan Agreement between Borrower and Holder dated April 1, 2023 (the "AHLA"). The source of funds for the City Loan is the City of Newark Affordable Housing Fund, from affordable housing impact fees received by the City pursuant to the City's inclusionary housing ordinance. All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the AHLA.

2. Interest. The City Loan bears interest from the date of this Note at three percent (3%) interest, until full repayment of the outstanding balance of the City Loan.

3. Term and Repayment Requirements. Principal and interest under this Note in the amount of the City Prorata Percentage of Fifty Percent (50%) of the Residual Receipts is due and payable as set forth in Section 4.9 of the AHLA. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-seventh (57th) anniversary of the date that a final certificate of occupancy is issued by the City of Newark to certify that the construction of the Development is complete and the Development may be legally occupied (the "Completion Date"), provided, however, if a record of the Completion Date cannot be located or established, the City Loan is due and payable on the fifty-seventh (57th) anniversary of the date of this Note.

4. Disbursements. No more than Four Million Three Hundred Thousand Dollars ($4,300,000) of the City Loan shall be disbursed to the Borrower prior to the Construction Loan Closing as defined in the AHLA. All disbursements shall be in accordance with the terms of the AHLA.

5. Prepayment. Borrower may prepay the City Loan at any time without penalty or fee.

6. Assumption. This Note shall not be assumable by the successors and assigns of Borrower without the prior written consent of Holder unless the assignment complies

with Section 7.3 of the AHLA. Holder may assign its interest in the Note to any person or entity in Holder's sole discretion.

7. Security. This Note shall be secured by an assignment of architect and engineering agreements and the Deed of Trust on the Property, wherein Borrower is the trustor and Holder is the beneficiary. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof. This Note is nonrecourse to Borrower and the general and limited partners of the Borrower, and the sole recourse of Holder with respect to the payment of the principal of, and interest on this Note shall be to the Property and the Improvements and any other collateral held by Holder as security for this Note; provided however, nothing contained herein is intended to relieve the Borrower of liability to the extent of any loss for fraud or intentional misrepresentation, or bad faith, waste, willful misrepresentation by the Borrower; or the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); or be deemed in any way to limit the rights of the Holder to obtain specific performance by the Borrower of its covenants under the City Documents, other than the covenants to pay the Holder principal and interest due under this Note.

8. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to Holder at the address set forth in the first paragraph of this Note, or to such other place as Holder of this Note may from time to time designate.

(c) All payments on this Note shall be without expense to Holder, and Borrower agrees to pay all costs and expenses, including reconveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

9. Default.

(a) Any of the following shall constitute an event of default under this Note:

(i) Any failure to pay, in full, any payment required under this Note when due following written notice by the Holder of such failure and ten (10) days opportunity to cure;

(ii) Any failure in the performance by Borrower of any term, condition, provision or covenant set forth in this Note subject to the notice and cure period set forth in Section 10.1 of the AHLA; and

(iii) The occurrence of any Borrower event of default under the AHLA, the Deed of Trust, the Regulatory Agreement, or other instrument securing the obligations of Borrower under this Note or under any other promissory notes hereafter issued by Borrower to Holder pursuant to the AHLA or the Deed of Trust (the "City Loan Documents"), subject to notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of one or more of the foregoing events of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of Holder become immediately due and payable upon written notice by Holder to Borrower without further demand.

(c) Holder's failure to exercise the remedy set forth in Subsection 9(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by Holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(d) Notwithstanding anything herein to the contrary, Holder hereby agrees that any cure of any default made or tendered by one or more of Borrower's limited partners shall be deemed a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Copies of all notices which are sent hereunder to Borrower shall be sent to Borrower's limited partners at the address provided pursuant to Section 12.3 of the AHLA.

10. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment

of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

11. Miscellaneous Provisions.

(a) All notices to Holder or Borrower shall be given in the manner and at the addresses set forth in the AHLA, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the City Loan Documents, contains the entire agreement between the parties as to the City Loan. It may not be modified except upon written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the date first above written.

THORNTON, L.P.,
a California limited partnership

By: Satellite AHA Development, Inc.,
a California nonprofit public benefit corporation,
its general partner

By: _____
Name: Susan Friedland
Its: Chief Executive Officer

5267131.4

EXHIBIT D

CITY DEED OF TRUST

[To Be Attached]

Recorded at the Request of
Old Republic Title Company - Oakland
11190256660

No fee per GC27388.1; recorded in connection with concurrent transfer subject to imposition of documentary transfer tax

2023048228 04/28/2023 01:19 PM 22 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: $0.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attn: Community Development Director

ELECTRONICALLY RECORDED

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

A.P.N. 092A-0919-016-02; 092A-0919-017-02; 092A-0919-018

DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING
(Thornton Avenue Apartments)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made as of April 1, 2023, by and among Thornton, L.P., a California limited partnership ("Trustor"), Old Republic Title Company ("Trustee"), and the City of Newark, a California municipal corporation ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in the property located in the County of Alameda, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property");

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

Recorded at the Request of
Old Republic Title Company -
Oakland
11790256660

No fee per GC27388.1; recorded in connection with concurrent transfer subject to imposition of documentary transfer tax

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attn: Community Development Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

A.P.N. 092A-0919-016-02; 092A-0919-017-02; 092A-0919-018

DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (Thornton Avenue Apartments)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made as of April 1, 2023, by and among Thornton, L.P., a California limited partnership ("Trustor"), Old Republic Title Company ("Trustee"), and the City of Newark, a California municipal corporation ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in the property located in the County of Alameda, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property");

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1
DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" means that certain Affordable Housing Loan Agreement between Trustor and Beneficiary, dated April 1, 2023, providing for the Beneficiary to loan to Trustor Twelve Million Dollars ($12,000,000).

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of Twelve Million Dollars ($12,000,000), of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.)

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition, reasonable wear and tear excepted. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Alameda County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those otherwise required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on

such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in

installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in

any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") shall be used to repair or restore the Property, but if the property cannot be repaired or restored such Funds are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form they existed prior to the casualty or condemnation.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations

relating to industrial hygiene or to the environmental conditions ("Environmental Laws") on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except (a) as permitted under Environmental Laws; or (b) such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); and (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims").

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims. Beneficiary shall have its reasonable attorneys' fees in connection therewith paid by Trustor, provided Trustor has failed, based on reasonable evidence produced by Beneficiary, to adequately defend such Hazardous Materials Claims. Trustor shall indemnify, defend, and hold harmless Beneficiary and its councilmembers, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property, including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably delayed or withheld, Trustor shall not take any Environmental Measure or other remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's

reasonable judgement, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default ("Events of Default") following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (3) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any other debt instrument or regulatory agreement secured by the Property, which default shall not be cured within the times and in the manner provided therein; or (4) a default is declared under the Approved Financing by the lender of such Approved Financing. Notwithstanding anything to the contrary contained herein, Beneficiary hereby agrees that any cure of any default made or tendered by one or more of Trustor's limited partners shall be deemed a cure by the Trustor and shall be accepted or rejected on the same basis as if made or tendered by Trustor. Copies of all notices which are sent to Trustor hereunder shall be sent to Investor Limited Partner at the address set forth in the Loan Agreement, and the Investor Limited Partner shall have the right, but not the obligation to cure an Event of Default hereunder, and Beneficiary will accept tender of such cure as if delivered by Trustor.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of

Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Alameda County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without

further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any

such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, 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 Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment

by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) delivered by express delivery service, return receipt requested, (c) delivered personally, or (d) sent by electronic mail, provided that any notice sent by electronic mail must be followed by notice delivered under either (a), (b), or (c) within 2 business days. All such notices shall be delivered to the principal office of the Parties as follows:

Borrower: Thornton, L.P.
c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, CA 94703
Attention: Chief Executive Officer

City: City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attn: Community Development Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable) except that any electronic mail received after 5:00 p.m. shall be deemed to have been received on the next business day.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or

other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 USC 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by a Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

THORNTON, L.P.,
a California limited partnership

By: Satellite AHA Development, Inc.,
a California nonprofit public benefit corporation,
its general partner

By: _____
Name: Susan Friedland
Its: Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Alameda)

On April 19, 2023, before me, Stacy Zamora, Notary Public, personally appeared Susan Friedland, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

STACY ZAMORA
Notary Public - California
Alameda County
Commission # 2408666
My Comm. Expires Jun 21, 2026

Name: Stacy Zamora
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

6361 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, flied December 8, 1916, Map Book 16, Page 11, Alameda County Records, described as follows:

Beginning at a point on the N/W line of Thornton Avenue distance thereon North 33° 00' East 440 feet from the point of intersection thereof with the N/W line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Newark:

The Southeasterly 10 feet of that certain parcel of land described in the Deed from Clyde W. Lindsay and Marie T. Lindsay, his wife, to Edward C. Jackson and. Eunice M. Jackson, his wife, recorded October 2, 1952 in the Office of the County Recorder of Alameda County in Book 6839, Page 514, Official Records of Alameda County.

APN: 092A-0919-017-02

6347 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, flied December 8, 1916, Map Book 16, Page
11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue distance thereon North 33° 00' East 495.00 feet from the Northeastern line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55.00 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.
EXCEPTING THEREFROM the Southeastern 10 feet, as granted to the City of Newark recorded
September 10, 1969, Series No. 101382 in Book 2474, Page 50 of Official Records.
6375 Thornton Avenue

APN: 092A-0919-016-02

6375 Thornton Avenue:

A portion of Lots 22 and 23 in Block J, map of Newark Acres, filed December 8, 1916, in Book 16 of Maps, Page 11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue, distant thereon North 33° 00' East 385 feet from the point of intersection thereof with the Northeastern line of Cherry road, as said Avenue and Road are shown on said map; running thence along said line of Thornton Avenue North 33° 00' East 55.00 feet; thence North 56° 58' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 58' East 150.00 feet to the point of beginning.

APN: 092A-0919-018

EXHIBIT E

SCHEDULE OF PERFORMANCE

Performance Milestones	**Milestone Completion Date**
Borrower satisfaction of Conditions Precedent to Predevelopment Loan Component of City Loan.	By April 30, 2023
Close of escrow for acquisition of Property	By April 30, 2023
Borrower satisfaction of Conditions Precedent to Construction Loan Component of City Loan.	By January 31, 2026
Close of escrow for Construction Financing	Within 30 days after Borrower satisfaction of Conditions Precedent to Construction Loan Component of City Loan, and not later than February 28, 2026
Commencement of construction and development work on Development	Within 30 days after Construction Loan Closing, and not later than March 31, 2026
Completion of construction and development work on Development	Not later than May 31, 2028
Commencement of occupancy of apartment units	Not later than June 30, 2028
Full occupancy of apartment units	Not later than August 31, 2028

EXHIBIT F

SCOPE OF DEVELOPMENT

At 6347, 6361 and 6375 Thornton Avenue, Borrower proposes to build, own and manage a single five-story building with approximately 57 rental apartments. One home will be occupied by Property Management staff and the remaining 56 homes will be affordable for households with incomes at or below 60% of the area median. The building will include 26 one-bedroom apartments, 15 two-bedroom apartments and 16 three-bedroom apartments. The community will be programmed with ample community space including an approximately 1,350 square foot community room with kitchenette and a spacious courtyard that will include wheelchair-accessible raised gardening beds, a tot play area, ornamental landscaping and seating. Additional amenities will include a computer lab, an acoustically insulated music practice room, property management and resident services offices, secure structured parking, bicycle and scooter parking and a bicycle repair station. Borrower will pursue an aggressive approach to sustainability and energy efficiency and score platinum on the GreenPoint Rated scale.

EXHIBIT G

CITY REGULATORY AGREEMENT

[To Be Attached]

Recorded at the Request of
Old Republic Title Company -
Oakland
11170256666

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

2023048227 04/28/2023 01:19 PM 26 PGS
OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: $0.00

ELECTRONICALLY RECORDED

City of Newark
37101 Newark Blvd
Newark, CA 94560
Attn: Community Development Director

No fee for recording pursuant to
Government code Section 27383

No fee per GC27388.1; recorded in connection with concurrent transfer subject to imposition of documentary transfer tax

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
(Thornton Avenue Apartments)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of April 1, 2023, by and between the City of Newark, a California municipal corporation (the "City"), and Thornton, L.P., a California limited partnership (the "Owner"). City and Owner are hereinafter collectively referred to as the "Parties."

RECITALS

A. Owner owns that certain property located at 6347 – 6375 Thornton Avenue in the City of Newark, as more particularly described in Exhibit A (the "Property"). Owner intends to construct an approximately fifty-seven (57) unit multifamily rental housing development on the Property for rental to extremely low, very low and low income households, including one (1) manager's unit that is not subject to affordability restrictions. Together the Property and its improvements are referred to herein as the "Development".

B. City has entered into an Affordable Housing Loan Agreement with Owner dated April 1, 2023 ("AHLA"), pursuant to which the City agreed to loan to the Owner Twelve Million Dollars ($12,000,000) ("City Loan") to assist with the construction of the Development.

C. The City has agreed to make the City Loan on the condition that the Owner construct, maintain and operate the Development in accordance with restrictions set forth in this Regulatory Agreement for a fifty-seven (57) year term, and in related documents including the AHLA.

D. The Owner may apply for and receive a density bonus pursuant to the State Density Bonus Law (Government Code Sections 65915-65918) ("Density Bonus Law"). The Density Bonus Law requires the City to ensure and the Owner to agree to continued affordability of the apartment units subject to the density bonus. In the event that Owner applies for and receives a density bonus, Owner and City will enter into a "Density Bonus Regulatory Agreement" which would satisfy the requirements and obligations of the Density Bonus Law.

Recorded at the Request of
Old Republic Title Company -
Oakland
111702566

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Newark
37101 Newark Blvd
Newark, CA 94560
Attn: Community Development Director

No fee for recording pursuant to
Government code Section 27383

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E. In consideration for the City Loan at an interest rate substantially below the market rate, Owner agrees to observe all of the terms and conditions set forth below.

THEREFORE, City and Owner hereby agree as follows.

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) "Affordable Units" shall mean the Extremely Low Income Units, the Very Low Income Units and the Lower Income Units.

(c) "Agreement" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.

(d) "Affiliate" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Owner which, if Owner is a partnership or limited liability company, shall include each of the constituent members or partners, respectively thereof. The term "control" as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to the exercise, directly or indirectly, of more than fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, with respect to a person that is a nonprofit corporation, the right to appoint more than fifty percent of the board of directors, and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

(e) "AHLA" shall mean the Affordable Housing Loan Agreement entered into by and between the City and Owner and dated of April 1, 2023.

(f) "Area Median Income" shall mean the median gross yearly income adjusted for Actual Household Size or Assumed Household Size as specified herein, in Alameda County, California, as published from time to time and periodically updated in Title 25, California Code of Regulations, Section 6932 (or successor provision) by HCD. In the event that such income determinations are no longer published or are not updated for a period of at least eighteen (18) months, City shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

(g) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" in accordance with California Health and Safety Code Section 50053.

(h) "City" shall mean the City of Newark, a California municipal corporation.

(i) "City Loan" shall mean all funds loaned to Owner pursuant to the AHLA.

(j) "Completion Date" means the date a final certificate of occupancy is issued by the City to certify that the construction of the Development is complete and the Development may be legally occupied.

(k) "Deed of Trust" shall mean the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Owner, as trustor, Old Republic Title Company, as trustee, and the City as beneficiary, that encumbers the Property to secure repayment of the City Loan and Owner's performance of the Loan Documents.

(l) "Development" shall mean the Property and the fifty-seven (57) units to be developed on the Property, and any additional improvements and all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist.

(m)"Extremely Low Income Household" shall mean a household with a Household Income that does not exceed thirty percent (30%) of Area Median Income.

(n) "Extremely Low Income Units" shall mean the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(o) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(p) "Household Income" shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with the California Tax Credit Allocation Committee rules and regulations or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, City shall provide the Owner with a reasonably similar method of calculation of gross income as provided in 25 California Code of Regulations Section 6914.

(q) "Investor Limited Partner" means the limited partner or partners of the Owner.

(r) "Loan Documents" shall mean this Agreement, the AHLA, the Note, and the Deed of Trust.

(s) "Low Income Household" shall mean household with a Household Income which does not exceed that does not exceed eighty percent (80%) of Area Median Income.

(t) "Low Income Unit" shall mean the Units which pursuant to Section 2.1(c) below, are required to be occupied by Low Income Households.

(u) "Note" shall mean the promissory note from the Owner to City evidencing all or any part of the City Loan.

(v) "Owner" shall mean Thornton, L.P., a California limited partnership, and its successors and assigns to the Development.

(w) "Partnership Agreement" means the Agreement of Limited Partnership, as it may be amended and restated from time to time, which governs the operation and organization of Owner, as a California limited partnership.

(x) "Property" shall mean the real property described in Exhibit A attached hereto and incorporated herein.

(y) "Rent" shall mean the total of monthly payments by the tenants of a Unit for the following: use and occupancy of the Unit and land and associated facilities (including parking if applicable), any separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits; the cost of an adequate level of service for utilities paid by the tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant. Utility allowances may be determined by use of the utility allowance published by the local public housing authority or the California Utility Allowance Calculator ("CUAC") model allowed by the California Tax Credit Allocation Committee regulations, if the Property qualifies.

(z) "Tenant" shall mean a household occupying a Unit.

(aa) "Term" means the term of this Regulatory Agreement, which commences as of the date of this Regulatory Agreement and shall remain in effect until the fifty-seventh (57th) anniversary of the Completion Date.

(bb) "Units" shall mean the fifty-seven (57) rental units to be constructed by the Owner on the Property.

(cc) "Very Low Income Household" shall mean a household with a Household Income that does not exceed fifty percent (50%) of Area Median Income.

(dd) "Very Low Income Units" shall mean the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Very Low Income Households.

ARTICLE 2.
AFFORDABILITY COVENANTS

Section 2.1 Occupancy Requirements.

(a) Extremely Low Income Units. Nine (9) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Extremely Low Income Households.

(b) Very Low Income Units. Twelve (12) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households.

(c) Low Income Units. Six (6) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households.

(d) Manager's Unit. One (1) Unit shall be reserved for an on-site manager and shall not be subject to affordability or occupancy restrictions.

(e) Intermingling of Units. All Affordable Units shall be intermingled and of comparable quality. Tenants in all Affordable Units shall have equal access to and enjoyment of all common facilities of the Development.

(f) Disabled Persons Occupancy.

(1) Owner shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) the United States Fair Housing Act, as amended, (iv) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Owner shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the City) the City, and its city council, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Owner's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this Regulatory Agreement, repayment of the City Loan, cancellation of the Promissory Note, and the reconveyance of the Deed of Trust.

Section 2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Extremely Low Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of Area Median Income, adjusted for Assumed Household Size.

(b) Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Very Low Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of Area Median Income, adjusted for Assumed Household Size.

(c) Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Low Income Units shall not exceed one-twelfth (1/12th) of thirty percent of sixty percent (60%) of Area Median Income, adjusted for Assumed Household Size.

(d) Compliance with TCAC Requirements. During the term of any regulatory agreement associated with the provision of low income housing tax credits by the California Tax

Credit Allocation Committee ("TCAC") and recorded against the Property (the "TCAC Regulatory Agreement"), Owner may use the occupancy standards, assumed household sizes, income limits, rent levels and rent increases that are permitted by TCAC in the TCAC Regulatory Agreement, in place of such requirements imposed by this Regulatory Agreement. During the term of the TCAC Regulatory Agreement, compliance with the TCAC Regulatory Agreement as it pertains to occupancy standards, assumed household sizes, income limits, rent levels and rent increases shall be deemed compliance with such requirements of this Agreement.

Section 2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all Affordable Units must be approved by the City prior to occupancy. The utility allowance schedule will be determined either by use of the CUAC or local public housing authority schedule. Notwithstanding the approved schedule of maximum rents, Owner shall not be obligated to reduce rents for any existing tenants should maximum rents decrease, or utility allowances increase for any Units which must conform to the approved schedule of maximum rents.

(b) Rent Increases. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting an Affordable Unit, Owner shall submit to the City a schedule of any proposed increase in the Rent charged for the Affordable Units. The Rent for such Affordable Units may be increased no more than once annually based upon updated rent schedules corresponding to the updated Area Median Income. Any rent increase resulting from use of the CUAC model for utility allowances shall comply with the TCAC limitation. Owner shall give Tenants of Affordable Units written notice at least thirty (30) days prior to any Rent increase, following completion of the City approval process set forth above. Notwithstanding the above, in no event will any annual rent increase exceed the annual rent increase allowed pursuant to Civil Code Section 1947.12, although the parties acknowledge that the Affordable Units are not subject to such restrictions pursuant to Civil Code Section 1947.13. For purposes of this Agreement, if any rent subsidy is terminated or reduced, an increase in the tenant's total monthly payment toward rent to offset the terminated or reduced rent subsidy shall not constitute a Rent increase as long as the Rent for the Affordable Unit is not increased above the maximum allowable Rent.

(c) Rent During Term of TCAC Regulatory Agreement. Notwithstanding the foregoing, Section 2.2 (d) shall apply to the rent amounts and rent increases during the term of the TCAC Regulatory Agreement.

Section 2.4 Increased Income of Occupying Households.

(a) Increased Income Below 80% of Area Median Income.

(1) In the event that, upon recertification of an occupant household's income, the income of a Very Low Income Household increases above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the rent shall increase to thirty percent (30%) of sixty percent (60%) of Area Median Income, the Unit shall qualify as a Low Income Unit, and the next available Unit shall be rented

to a Very Low Income Household, as applicable, as necessary to meet the requirements of Section 2.1 above.

(b) Non-Qualifying Household. If, upon recertification of a Tenant's income, the Owner determines that a Tenant has an Adjusted Income exceeding the qualifying income for Low Income Household, adjusted for Actual Household Size, such Tenant shall be permitted to continue to occupy the Unit at a Rent not exceeding one-twelfth of thirty percent (30%) of one hundred ten percent (110%) of Area Median Income, and the Unit shall continue to be classified as a Low Income Unit until the Tenant vacates the Unit, at which time the Unit shall be re-rented to a Very Low Income Household or Low Income Household as applicable, to meet the requirements of Section 2.1 above. Notwithstanding the above, if the Owner determines that a Tenant has an Adjusted Income exceeding One Hundred Twenty Percent (120%) of Area Median Income, the Owner may elect to increase the Rent to the maximum permissible.

(c) Termination of Occupancy. Upon termination of occupancy of an Affordable Unit by a Tenant, such Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Extremely Low Income Household, Very Low Income Household, or Low Income Household) as the initial income level of the vacating Tenant, until such Affordable Unit is reoccupied, at which time the income character of the Affordable Unit (e.g., Extremely Low Income Unit, Very Low Income Unit, or Low Income Unit) shall be redetermined.

(d) Continued Compliance. In the event an occupant household's income increases and the rent is increased as set forth in Sections (a) and (b) above, the Affordable Unit shall continue to be classified as an Extremely Low Income Unit, a Very Low Income Unit, or a Low Income Unit, as applicable, until such time as the Affordable Unit is either vacated by the occupant or another Affordable Unit is rented at the applicable income limit.

(e) Income Limits During Term of TCAC Regulatory Agreement. Notwithstanding the foregoing, during the term of the TCAC Regulatory Agreement, compliance with the TCAC Regulatory Agreement as it pertains to increased income of occupying households shall be deemed compliance with this Agreement.

Section 2.5 Lease Provisions. Owner shall include in leases for all Affordable Units provisions which authorize Owner to immediately terminate the tenancy of any household one or more of whose members has misrepresented any fact material to the household's qualification as an Extremely Low Income Tenant, Very Low Income Household or Low Income Unit. Each lease or rental agreement shall also provide that the household is subject to annual certification in accordance with Section 3.1 below, and that, if the household's income increases above the applicable limits for a Very Low Income Household or Low Income Household, as applicable, such household's Rent may be subject to increase.

Section 2.6 Condominium Conversion. The Owner shall not convert the Development or any Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Property during the Term of this Agreement.

Section 2.7 Loss of Subsidy.

(a) It is anticipated that certain Affordable Units in the Development will receive rental subsidies throughout the Term from governmental project based vouchers or other sources ("Subsidy Units"), as reflected in the operating pro forma contained in the Revised Financing Plan approved by the City. If any change in federal law occurs, or any action (or inaction) by Congress or any federal or state agency occurs, which results in a material reduction, termination, or nonrenewal of the rental subsidy through no fault of the Borrower, such that the rental subsidy shown on the annual operating pro forma approved by the City is no longer available, Borrower shall, in anticipation of such loss of rental subsidy, use good faith efforts for a period of sixty (60) days, to obtain alternative sources of rental subsidies and shall provide the City weekly progress reports on Borrower's efforts to obtain alternative sources of rental subsidies. If at the end of such sixty (60) day period Borrower is unable to secure an alternate source of rental subsidy, notwithstanding Section 2.3, Borrower may increase the Rent on one or more of the Affordable Units that are Subsidy Units, to the TCAC rent limit for a 60% AMI unit, subject to the following requirements:

(1) Any such Rent increase must be pursuant to a transition plan approved by the City showing how the Rent increase will be phased in, and which Affordable Units will be subject to the increase, and if applicable, be consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or such successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program.

(2) At the time Borrower requests an increase in the Rent, Borrower shall provide the City with a copy of the proposed annual, operating budget showing the impact of the loss or reduction of the rental subsidy.

(3) Any subsequent Rent increases remain subject to Section 2.3 above.

(4) The number of Affordable Units subject to the Rent increases and the level of Rent increase may not be greater than the amount required to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown in the annual operating pro forma, and as is necessary to maintain the financial stability of the Development.

(b) Borrower shall continue to use good faith efforts to obtain alternative sources of rental subsidies and shall provide the City with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the Rents on the Affordable Units to be reduced back to the Rents set forth in Section 2.2. Upon receipt of any alternative rental subsidies, Borrower shall reduce the Rents on the Affordable Units back to the Rents set forth in Section 2.2, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown in the annual operating pro forma.

Section 2.8 Foreclosure. After a foreclosure of a loan or deed in lieu of foreclosure, the City agrees to meet and confer with the successor owner of the Development upon its request to determine if the maximum Rent on one or more of the Affordable Units needs to be increased to the TCAC 60% AMI rent (together with rent increases on Units other than the Affordable Units) in order to cover operating costs and debt service, and maintain the financial stability of the Development, subject to a mutually acceptable transition plan approved by the City showing how the Rent increase will be phased in and which Affordable Units would be subject to the increase. The City agrees to reasonably consider and shall not unreasonably disapprove such changes to the Rent requirements of this Agreement, consistent with the foregoing, as necessary to maintain the financial stability of the Development.

ARTICLE 3.
INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. The Owner shall obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Affordable Units (excluding the manager's Unit). The Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain a pay stub for the most recent pay period; (2) obtain an income tax return for the most recent tax year; (3) conduct a credit agency or similar search; (4) obtain an income verification form from the applicant's current employer; (5) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (6) if the applicant is unemployed and has no such tax return, obtain another form of independent verification or utilize a self-certified statement. Copies of tenant income certifications shall be available to City upon request.

Section 3.2 Annual Report to City. Each year by July 1 Owner shall submit an annual report to City, in a form approved by City. The annual report shall include for each Affordable Unit covered by this Agreement, the Rent and the income and household size of the household occupying the Affordable Unit and shall have the income certifications for each Tenant, prepared pursuant to Section 3.1 above available upon request. The report shall also state the date the tenancy commenced for each Affordable Unit, the number of bedrooms in such Affordable Unit, and such other information as City may be required by law to obtain.

Section 3.3 Additional Information. Owner shall provide any additional information reasonably requested by City. City shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to any Affordable Unit.

Section 3.4 Records.

(a) Owner shall keep and maintain at the principal place of business of the Owner set forth in Section 6.10 below, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development. Owner shall cause all books, records and accounts relating to the Development to be kept and maintained in

accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Regulatory Agreement. Owner shall cause all books, records, and accounts to be open to and available for inspection and copying by the City, its auditors or other authorized representatives at reasonable intervals during normal business hours. Owner shall cause copies of all tax returns and other reports that Owner may be required to furnish to any government agency to be open for inspection by the City at all reasonable times at the place that the books, records and accounts of Owner are kept. Owner shall preserve such records for a period of not less than five (5) years after their creation. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Development is pending at the end of the record retention period stated herein, then Owner shall retain the records until such action and all related issues are resolved. Such records are to include but are not limited to:

(1) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(2) Financial records; and

(3) Records demonstrating compliance with the marketing, tenant selection, affordability, and income requirements.

(b) The City shall notify Owner of any records it deems insufficient. Owner has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Owner must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4.
OPERATION OF THE DEVELOPMENT

Section 4.1 Residential Use. The Development shall be operated only for residential use. No part of the Development shall be operated as transient housing.

Section 4.2 Compliance with Loan Documents and Development Regulatory Agreements. Owner shall comply with all the terms and provisions of the Loan Documents and any other regulatory requirement imposed on the Development, including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by the California Tax Credit Allocation Committee (the "Development Regulatory Documents"). Owner shall promptly notify the City in writing of the existence of any default under any Development Regulatory Documents and provide the City with copies of any such notice of default.

Section 4.3 Property Tax Exemption. Owner shall not apply for a property tax exemption for the Property under any provision of law other than Revenue and Taxation Section 214(g) without City's prior written consent.

Section 4.4 Taxes and Assessments. Owner shall pay all real and personal property taxes, assessments, if any, and charges and all franchise, income, employment, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Owner exercises its right to contest any tax, assessment, or charge against it, Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Section 4.5 Nondiscrimination. All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. Owner shall comply with state and federal fair housing laws in the marketing and rental of the Units in the Project. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, disability, veteran or military status, or genetic information, or any other basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of the Development. All deeds, leases or contracts made or entered into by Owner as to the Units or the Development or portion thereof, shall contain covenants concerning discrimination as prescribed by the AHLA.

Section 4.6 City Preference. To the extent permitted by law and consistent with the program regulations for funding sources used for the development of the Units, Owner shall give a preference in the rental of any Units to eligible households in which at least one member lives or works in the City. The preference stated in this section applies to the rentals of Units throughout the Term.

Section 4.7 Section 8 Certificate Holders. The Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor, or similar programs. The Owner shall not apply selection criteria to holders of Section 8 certificate or similar certificates or vouchers that is more burdensome than criteria applied to all other prospective tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of Units by such prospective tenants.

Section 4.8 Marketing Plan. No later than nine (9) months prior to the date construction of the Development is projected to be complete, Owner shall submit to the City for approval its plan for marketing the Development to income-eligible households as required by this Regulatory Agreement (the "Marketing Plan"). The Marketing Plan shall be in compliance

with all applicable fair housing, equal opportunity and affirmative fair marketing laws and requirements.

Upon receipt of the Marketing Plan, the City shall promptly review the Marketing Plan and shall approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the City shall give Owner specific reasons for such disapproval and Owner shall submit a revised Marketing Plan within fifteen (15) days of notification of the City's disapproval. Owner shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the City. The City understands that the Owner needs to have the Marketing Plan approved at least six (6) months prior to the date construction of the Development is projected to be complete in order to timely lease up the Development. If the Owner does not submit a revised Marketing Plan that is approved by the City at least three (3) months prior to the date construction of the Development is projected to be complete, Owner will be in default of this Regulatory Agreement.

Section 4.9 Environmental Requirements. Owner shall comply with the environmental requirements set forth in Article IX of the AHLA and Article 6 of the Deed of Trust, which are incorporated herein.

ARTICLE 5.
PROPERTY MANAGEMENT AND MAINTENANCE

Section 5.1 Management Responsibilities. The Owner is responsible for all management functions with respect to the Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility over management of the Development. The Owner shall retain a professional property management company approved by City in its reasonable discretion to perform its management duties hereunder. A resident manager shall also be required.

Section 5.2 Approval of Management Agent. The Development shall at all times be managed by an experienced management agent reasonably acceptable to City, with demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Owner shall submit for City's approval the identity of any proposed Management Agent. The City has approved Satellite Affordable Housing Associates Property Management, a California nonprofit public benefit corporation, as the Management Agent. The Owner shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, City shall approve the proposed Management Agent by notifying the Owner in writing. Unless the proposed Management Agent is disapproved by City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

Section 5.3 Performance Review. City reserves the right to conduct an annual (or more frequently, if deemed reasonably necessary by City) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable City to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. The Owner shall cooperate with City in such reviews.

Section 5.4 Replacement of Management Agent. If, as a result of a periodic review, City determines in its reasonable judgement that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, City shall deliver notice to Owner of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days of receipt by Owner of such written notice, City staff and Owner shall meet in good faith to consider methods for improving the financial and operating status of the Development. If after a reasonable period as determined by City (not to exceed sixty (60) days), City determines that the Owner is not operating and managing the Development in accordance with the material requirements and standards of this Agreement, City may require replacement of the Management Agent.

If, after the above procedure, City requires in writing the replacement of the Management Agent, Owner shall promptly dismiss the then Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in Section 5.2 above and approved by City pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Owner shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this Agreement, and City may enforce this provision through legal proceedings as specified in Section 6.5.

Section 5.5 Management Policies. The Owner shall submit its written management plan with respect to the Development to City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

Section 5.6 Property Maintenance. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Project and the Property (including without limitation, the Units, common meeting rooms, common areas, landscaping, driveways and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Owner shall provide adequate safety and security services for occupants of the Project, including without limitation parking lot and pathway lighting and security cameras. To the extent feasible, Owner shall employ

defensible space design principles and crime prevention measures in the operation of the Project. Owner shall conduct a yearly security inspection, employing Crime Prevention Through Environmental Design (CPTED) principles, and shall participate in an illegal activity review with Newark Police Department (provided that the Newark Police Department agrees to participate in such review). Owner shall maintain an on-site contact, during normal business hours, to receive complaints and concerns from the community, and Owner shall promptly respond to and address such complaints and concerns. Documents and reports relating to security inspections, community complaints and concerns, and illegal activities on the Property shall be maintained and available for inspection by the City.

a. Yard Area. Owner shall not leave any yard areas on the Property unmaintained, including broken or discarded furniture, appliances and other, household equipment stored in yard areas for a period exceeding one (1) week; packing boxes, lumber trash, dirt and other debris in areas visible from public property or neighboring properties; and vehicles parked or stored in other than approved parking areas.

b. Buildings. Owner shall not leave any buildings located on the Property in an unmaintained condition so that any of the following exist: violations of state law, uniform codes, or City ordinances; conditions that constitute an unsightly appearance that detracts from the aesthetics or value of the Property or constitutes a private or public nuisance; broken windows; graffiti (must be removed within 72 hours); and, conditions constituting hazards and/or inviting trespassers, or malicious mischief.

c. Safety and Security. Owner acknowledges that it is a priority of the City to facilitate the security and safety of the residents and surrounding community. Owner shall implement and maintain throughout the Term the following security measures in the Project:

i. Owner shall provide adequate safety and security services for occupants of the Project, including without limitation parking areas and pathway lighting and security cameras.

ii. Owner shall use best efforts to work with the City of Newark Police Department to implement and operate an effective neighborhood watch program.

iii. Owner shall provide added security including dead-bolt locks for every entry door, and where entry doors are damaged, replace them with solid-core doors.

d. City Right to Enter Property. The City shall have the right to enter on the Property and/or contact the City of Newark Police Department if it becomes aware of or is notified of any conditions that pose a danger to the peace, health, welfare or safety of the Tenants and/or the surrounding community, and to perform or cause to be performed such acts as are necessary to correct the condition. The City shall provide Owner notice of its contact with the City of Newark Police Department.

e. Documents and Reports. Documents and reports relating to security inspections, community complaints and concerns, and illegal activities on the Property shall be maintained and available for inspection by the City.

In the event that Owner breaches any of the covenants contained in this Section 5.6, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the rate of 10% per annum.

Section 5.7 Social Services. Owner shall provide a variety of social services at the Development. Such social services are subject to the prior written approval of the City, in its reasonable discretion. Owner shall use its best efforts to create a comprehensive social service program that is targeted to the needs of the residents of the Development which may include, but is not limited to, the following services: after-school programs of an ongoing nature for school age children, financial planning skills, job coaching, and/or the availability of a bona fide services coordinator to the tenants. Owner shall ensure that all personnel providing or coordinating all social services shall be adequately trained and counseled, including with respect to the appropriate means and methods of communicating and interacting with residents. Any substantive decrease in the amount of social services to be provided at the Property shall be subject to prior reasonable approval of City and approval shall not be unreasonably withheld.

ARTICLE 6.
MISCELLANEOUS

Section 6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Owner retains title. The term "Transfer" excludes the leasing of any single Unit in the Development to an occupant in compliance with this Regulatory Agreement.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the City, which the City may withhold in its sole discretion. The City Loan shall automatically accelerate and be due in full upon any Transfer made without the prior written consent of the City.

(c) The City hereby approves the admission of the Investor Limited Partner to Owner as limited partner. The City hereby approves future Transfers of the limited partner

interest of Owner provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement (as such capital contributions may be adjusted pursuant to the terms of the Partnership Agreement); and (ii) in subsequent Transfers, the Investor Limited Partner or an Affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The City hereby approves a Transfer of the Property from Owner to Satellite Affordable Housing Associates, or a non-profit Affiliate of Satellite Affordable Housing Associates, and an assumption of the City Loan by such transferee at or prior to the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the transferee to expressly assume the obligations of Owner under the Loan Documents, and (iii) the City is provided executed copies of all documents evidencing the Transfer.

(e) The City hereby approves the purchase of the Investor Limited Partner interest by Satellite Affordable Housing Associates, or a non-profit Affiliate of Satellite Affordable Housing Associates, at or prior to the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the City is provided executed copies of all documents evidencing the Transfer.

(f) In the event the general partner of Owner is removed by the limited partner of Owner for cause following default under the Partnership Agreement, the City hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, with significant experience in the ownership and operation of affordable housing projects similar to the Development, and with financial resources sufficient for the ownership of the Development, as selected by the Investor Limited Partner and approved by the City, and (ii) the Investor Limited Partner or an Affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above.

(g) The City hereby approves the grant of the security interests in the Development for financing approved pursuant to the AHLA.

Section 6.2 Term. The provisions of this Agreement shall apply to the Property for the entire Term even if the entire City Loan is paid in full prior to the end of the Term. This Agreement shall bind any successor, heir or assign of Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by City. City makes the City Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

Section 6.3 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (a) the anticipated date of the expiration of the Term, (b) any anticipated increase in Rent upon the expiration of the Term, (c) a statement that a copy of such notice will be sent to City, and (d) a statement that a public hearing may be held by City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Owner shall also file a copy of the above-described notice with City.

(b) In addition to the notice required above, Owner shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a three (3) year notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term, (iii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iv) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; and (v) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

Section 6.4 Covenants to Run with the Land. City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

Section 6.5 Enforcement by the City.

(a) If Owner fails to perform any obligation under this Agreement, and fails to cure the default within 30 days after City has notified the Owner in writing of the default or, if the default cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such cure, City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the Loan. City may declare a default under the Note, accelerate the indebtedness evidenced by the Note, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damage. City may bring an action at law or in equity to compel Owner's performance of its obligations under this Agreement, and/or for damages.

(3) Remedies Provided Under Loan Documents. City may exercise any other remedy available at law or provided under the Loan Documents.

(b) The City shall provide notice of a default to the Investor Limited Partner and any limited partner of Owner who has requested written notice from the City in the manner set forth in Section 6.1 of the Loan Agreement, and the Investor Limited Partner shall have the right, but not the obligation to cure such event of default.

Section 6.6 Attorney's Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 6.7 Recording and Filing. City and Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the County of Alameda.

Section 6.8 Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 6.9 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Alameda, California. The City agrees to amend this Agreement at the Construction Loan Closing to reflect any changes made to the affordability levels and other factual changes and to make other reasonable amendments as requested by the Investor Limited Partner or lenders included in the approved Financing Plan (as those terms are defined in the AHLA).

Section 6.10 Notice. All notices given or certificates delivered under this Agreement shall be in writing and be deemed received on the delivery or refusal date shown on the delivery receipt, if: (i) personally delivered by a commercial service which furnishes signed receipts of delivery or (ii) mailed by certified mail, return receipt requested, postage prepaid, addressed as shown on the signature page. Any of the parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent. Notices shall be sent to:

City: City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attention: Community Development Director
(with copy to City Attorney)

Developer: Thornton, L.P.
c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, California 94703
Attention: Chief Executive Officer

With a copy to: Gubb & Barshay
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Erica Williams Orcharton

Section 6.11 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

Section 6.12 Multiple Originals; Counterparts. This Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 6.13 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this Regulatory Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or a leasehold interest in the Property.

Section 6.14. Indemnification. Owner shall defend, indemnify and hold the City and its officials, officers, directors, employees, and agents (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) which an Indemnified Party may incur as a result of Owner's failure to perform any obligation as and when required by this Agreement, or any act or omission by Owner, or any of Owner's contractors, subcontractors, agents, employees, licensees or suppliers with respect to the Development or the Property, except to the extent that such losses are caused by the gross negligence or willful misconduct of such Indemnified Party. Owner shall pay immediately upon an Indemnified Party's demand any amounts owing under the indemnity provided under this Section 6.14. The duty of Owner to indemnify includes the duty to defend the Indemnified Party in any court action, administrative action, or other proceeding brought by any third party arising in connection with the Development or the Property with counsel reasonably approved by City. Owner's duty to indemnify the Indemnified Parties shall survive the expiration or earlier termination of this Agreement.

Section 6.15. Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

Section 6.16. Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or designee, without further approval by the City Council.

Section 6.17. Time is of the Essence. Time is of the essence in the performance of this Agreement.

Section 6.18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the City and Owner have executed this Agreement by duly authorized representatives, all on the date first written above.

[signatures on following page]

CITY:

CITY OF NEWARK, a California municipal corporation

By: _____
David Benoun, City Manager

Attest:

By: Kathleen L. Slayter for
Sheila Harrington, City Clerk

Approved as to Form:

By: _____
Kris Kokotaylo, City Attorney

OWNER:

THORNTON, L.P.,
a California limited partnership

By: Satellite AHA Development, Inc.,
a California nonprofit public benefit
corporation,
its general partner

By: _____
Name: Susan Friedland
Its: Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Alameda)

On April 21, 2023, before me, Kathleen L. Slafter, Notary Public, personally appeared David Benoun, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATHLEEN L. SLAFTER
Notary Public - California
Alameda County
Commission # 2347536
My Comm. Expires Feb 17, 2025

Kathleen L. Slafter

Name: Kathleen L. Slafter
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

OWNER:

THORNTON, L.P.,
a California limited partnership

By: Satellite AHA Development, Inc.,
a California nonprofit public benefit corporation,
its general partner

By: _____
Name: Susan Friedland
Its: Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Alameda)

On April 19, 2023, before me, Stacy Zamora, Notary Public, personally appeared Susan Friedland, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

STACY ZAMORA
Notary Public - California
Alameda County
Commission # 2408666
My Comm. Expires Jun 21, 2026

Name: Stacy Zamora
Notary Public

* Stacy Zamora
Alameda County
com # 2408666
Exp Jun 21, 2026

EXHIBIT A
Property Description

6361 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, flied December 8, 1916, Map Book 16, Page 11, Alameda County Records, described as follows:

Beginning at a point on the N/W line of Thornton Avenue distance thereon North 33° 00' East 440 feet from the point of intersection thereof with the N/W line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Newark:

The Southeasterly 10 feet of that certain parcel of land described in the Deed from Clyde W. Lindsay and Marie T. Lindsay, his wife, to Edward C. Jackson and. Eunice M. Jackson, his wife, recorded October 2, 1952 in the Office of the County Recorder of Alameda County in Book 6839, Page 514, Official Records of Alameda County.

APN: 092A-0919-017-02

6347 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, flied December 8, 1916, Map Book 16, Page 11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue distance thereon North 33° 00' East 495.00 feet from the Northeastern line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55.00 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.

EXCEPTING THEREFROM the Southeastern 10 feet, as granted to the City of Newark recorded September 10, 1969, Series No. 101382 in Book 2474, Page 50 of Official Records.

APN: 092A-0919-016-02

6375 Thornton Avenue:

A portion of Lots 22 and 23 in Block J, map of Newark Acres, filed December 8, 1916, in Book 16 of Maps, Page 11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue, distant thereon North 33° 00' East 385 feet from the point of intersection thereof with the Northeastern line of Cherry road, as said Avenue and Road are shown on said map; running thence along said line of Thornton Avenue North 33° 00' East 55.00 feet; thence North 56° 58' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 58' East 150.00 feet to the point of beginning.

APN: 092A-0919-018

EXHIBIT H

CERTIFICATE OF COMPLETION

Recording requested by and when recorded mail to:	
EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383	

Space above this line for Recorder's use.

CERTIFICATE OF COMPLETION

This Certificate of Completion (this "**Certificate**") is made by the City of Newark, a California municipal corporation ("**City**"), effective as of _____, 202__.

RECITALS

A. City and Thornton, L.P., a California limited partnership ("**Owner**"), entered into that certain Affordable Housing Loan Agreement dated as of April 1, 2023 ("**Loan Agreement**") concerning the development of a fifty-seven (57) unit affordable housing development (the "**Development**") on certain real property located in the City of Newark, California and more particularly described in Exhibit A attached hereto (the "**Property**"). Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Loan Agreement.

B. Pursuant to Section 3.13 of the Loan Agreement, the City is required to furnish the Owner or its successors with a Certificate of Completion upon completion of construction and development of the Development in accordance with the Loan Agreement.

C. The City has determined that the construction and development of the Development has been satisfactorily completed in accordance with the Loan Agreement.

NOW, THEREFORE, the City hereby certifies as follows:

1. Construction and development of the Development has been satisfactorily completed in conformance with the Loan Agreement.

2. All use, maintenance and nondiscrimination covenants contained in the Loan Agreement and the City Regulatory Agreement recorded in the Official Records on

_____, 2023 as Instrument No._____ in connection therewith shall remain in effect and enforceable in accordance therewith. This Certificate does not constitute evidence of Owner's compliance with those covenants in the Loan Agreement or City Regulatory Agreement that survive the issuance of this Certificate.

3. This Certificate does not constitute evidence of compliance with or satisfaction of any obligation of Owner to any holder of a deed of trust securing money loaned to finance the Improvements or any part thereof (except City) and does not constitute a notice of completion under the California Civil Code.

4. Nothing contained in this instrument shall modify any provisions of the Loan Agreement, City Regulatory Agreement or any other document executed in connection therewith.

IN WITNESS WHEREOF, City has executed and issued this Certificate of Completion as of the date first written above.

THE CITY OF NEWARK

By: _____

Name: _____
[Title]

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SIGNATURES MUST BE NOTARIZED.

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

6361 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, flied December 8, 1916, Map Book 16, Page 11, Alameda County Records, described as follows:

Beginning at a point on the N/W line of Thornton Avenue distance thereon North 33° 00' East 440 feet from the point of intersection thereof with the N/W line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Newark:

The Southeasterly 10 feet of that certain parcel of land described in the Deed from Clyde W. Lindsay and Marie T. Lindsay, his wife, to Edward C. Jackson and. Eunice M. Jackson, his wife, recorded October 2, 1952 in the Office of the County Recorder of Alameda County in Book 6839, Page 514, Official Records of Alameda County.

APN: 092A-0919-017-02

6347 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, flied December 8, 1916, Map Book 16, Page 11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue distance thereon North 33° 00' East 495.00 feet from the Northeastern line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55.00 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.

EXCEPTING THEREFROM the Southeastern 10 feet, as granted to the City of Newark recorded September 10, 1969, Series No. 101382 in Book 2474, Page 50 of Official Records.
6375 Thornton Avenue

APN: 092A-0919-016-02

6375 Thornton Avenue:

A portion of Lots 22 and 23 in Block J, map of Newark Acres, filed December 8, 1916, in Book 16 of Maps, Page 11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue, distant thereon North 33° 00' East 385 feet from the point of intersection thereof with the Northeastern line of Cherry road, as said Avenue and Road are shown on said map; running thence along said line of Thornton Avenue North 33° 00' East 55.00 feet; thence North 56° 58' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 58' East 150.00 feet to the point of beginning.

APN: 092A-0919-018

EXHIBIT I

CITY INSURANCE REQUIREMENTS

Prior to issuance of building permits for the Project and throughout the term of this Agreement, Owner shall obtain and maintain, at Owner's expense, the following policies of insurance.

A. Property Insurance. Insurance for the risks of direct physical loss, with minimum coverage being the perils insured under the standard Causes of Loss - Special form (ISO Form CP 10 30) or its equivalent, covering all improvements, all fixtures, equipment and personal property, located on or in, or constituting a part of, the Property ("Improvements"), in an amount equal to one hundred percent (100%) of the full replacement cost of all such property.

1. The insurance shall:

(a) Cover explosion of steam and pressure boilers and similar apparatus, if any, located on the Property,

(b) Cover floods if the Property is in a Special Hazard Area, as determined by the Federal Emergency Management City or as shown on a National Flood Insurance Program flood map;

2. The insurance required hereunder shall be in amounts sufficient to prevent Owner from becoming a co-insurer under the terms of the applicable policies, with not more than a Ten Thousand Dollars ($10,000) deductible (or such higher deductible approved by the City, which approval shall not be unreasonably withheld) from the loss payable for any casualty.

3. The policies of insurance carried in accordance with this Paragraph A shall contain a "replacement cost endorsement" and an "increased cost of construction endorsement."

B. Liability Insurance. Commercial general liability insurance on an "occurrence basis" covering all claims with respect to injury or damage to persons or property occurring on, in or about the Property and the Improvements. The limits of liability under this Paragraph B shall be not less than Two Million Dollars ($2,000,000) combined single limit per occurrence, with a deductible no greater than Ten Thousand Dollars ($10,000) or such higher deductible as may be approved by City, which approval shall not be unreasonably withheld.

1. The insurance shall also include coverage for:

(a) Liability for bodily injury or property damage arising out of the use, by or on behalf of Owner, of any owned, non-owned, leased or hired automotive equipment in the conduct of any and all operations conducted in connection with the Project or the Property;

(b) Premises and operations including, without limitation, bodily injury, personal injury, death or property damage occurring upon, in or about the Property or the Improvements on any elevators or any escalators therein and on, in or about the adjoining sidewalks, streets and passageways;

(c) Environmental liability and indemnification of City therefore;

(d) Broad form property damage liability;

(e) Additional insured and primary insured endorsements protecting the City and its respective elected and appointed officials, officers, employees and agents;

(f) Personal injury endorsement.

C. Worker's Compensation Insurance. Worker's compensation insurance, in the amount required under then applicable state law, covering Owner's employees, if any, at work in or upon the Property or engaged in services or operations in connection with the Project or the Property. Owner shall require that any contract entered into by Owner with regard to work to be undertaken on the Property include a contractual undertaking by the contractor to provide worker's compensation insurance for its employees in compliance with applicable state law.

D. Course of Construction Insurance. Course of construction insurance in the same amount as required in Paragraph A above for property insurance, covering all construction activities on the Property.

E. General Insurance Provisions.

1. All policies of insurance provided for in this Exhibit shall be provided under valid and enforceable policies, in such forms and amounts as hereinbefore specified, issued by insurers licensed to do business in the State of California (or approved to do business in California and listed on the California Department of Insurance list of Eligible Surplus Lines Insurers or successor listing) and having a rating of A-VII or better in Best Insurance Guide or, if Best Insurance Guide is no longer in existence, a comparable rating from a comparable rating service. Prior to the issuance of building permits for the Project, and thereafter, not less than thirty (30) days prior to the expiration date of each policy furnished pursuant to this Exhibit D, Owner shall deliver to City certificates evidencing the insurance required to be carried by Owner under this Exhibit D. If requested by City, Owner shall deliver within ten (10) days following such request, certified, complete copies of the insurance policies required hereunder. Insurance policies to be provided hereunder shall meet the following requirements:

2. Each policy of insurance obtained pursuant to this Agreement, other than worker's compensation insurance, shall contain endorsements which provide:

(a) A waiver by the insurer of the right of subrogation against City, Owner or any tenant of the Project for negligence of any such person,

(b) A statement that the insurance shall not be invalidated should any insured waive in writing prior to the loss any or all right of recovery against any party for loss accruing to the property described in the insurance policy, and

(c) A provision that no act or omission of Owner which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained.

(d) By endorsements, City, and its elected and appointed officials, officers, employees and agents shall be named as additional insured under the liability insurance required to be maintained by Owner hereunder. City shall be named as loss payee on the property insurance policies required to be maintained hereunder.

3. Each policy required hereunder shall include a Notice of Cancellation or Change in Coverage Endorsement which shall provide that such policy shall not be cancelled or materially changed without at least thirty (30) days' prior written notice by registered or certified mail to City.

4. All insurance policies shall provide that there shall be no exclusion from coverage for cross liability among the listed insureds.

5. Any certificate of insurance applicable to course of construction insurance to be maintained shall be deposited with City prior to commencement of construction of any Improvements.

6. Each policy shall contain an endorsement that provides that the insurance applies separately to each insured that is seeking coverage or against whom a claim is made, except with respect to the limits of liability

7. Each policy shall be written as a primary policy not contributing with and not in excess of coverage that City may carry.

8. Each policy shall expressly provide that City shall not be required to give notice of accidents or claims and that City shall have no liability for premiums.

F. Blanket Policies. Any insurance provided for in this Exhibit F-3 may be placed by a policy or policies of blanket insurance; provided, however, that such policy or policies provide that the amount of the total insurance allocated to the Property and the Project shall be such as to furnish protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects any such policy or policies shall comply with the other provisions of this Agreement

G. Waiver of Subrogation. To the extent permitted by law and the policies of insurance required to be maintained hereunder, and without affecting such insurance coverage, City and Owner each waive any right to recover against the other:

1. Damages for injury or death of persons,

2. Damage to property,

3. Damage to the Property or the Improvements or any part thereof, or

4. Claims arising by reason of any of the foregoing, to the extent that such damages and/or claims are covered (and only to the extent of such coverage) by insurance actually carried by either City or Owner.

This provision is intended to restrict each party (as permitted by law) to recover against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier.

Compliance with Policy Requirements. Owner shall observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Property, and Owner shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing shall be willing to write or to continue such insurance.

5273725.5

FIRST AMENDMENT TO AFFORDABLE HOUSING LOAN AGREEMENT

THIS FIRST AMENDMENT TO AFFORDABLE HOUSING LOAN AGREEMENT (the "First Amendment") is made and entered into as of February __, 2025, by and between the **CITY OF NEWARK**, a California municipal corporation (the "City"), and **THORNTON, L.P.,** a California limited partnership (the "Developer").

RECITALS

A. City and Developer have entered into an Affordable Housing Loan Agreement with respect to certain property located at 6347, 6361 and 6375 Thornton Avenue, Newark, California (the "**Property**"), dated as of April 1, 2023. Developer intends to construct, operate and maintain a 59-unit multifamily affordable housing development for lower income and very low income households on the Property (the "**Development**").

B. Pursuant to the AHLA, City has made a loan to Developer in the amount of Twelve Million Dollars ($12,000,000) to be used for the expenses related to the acquisition of the Property and the construction of the Development (the "**City Loan**"). City has disbursed to Seller a portion of the City Loan funds as needed to acquire the Property, and Developer has purchased the Property with such funds. Seller has executed and delivered to Purchaser a "**Promissory Note**" in the original principal amount of the City Loan, dated April 1, 2023, and has recorded a Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing, dated April 1, 2023 ("**Deed of Trust**"). The Parties have also executed a Regulatory Agreement and Declaration of Restrictive Covenants ("**Regulatory Agreement**"), dated April 1, 2023, as an encumbrance to the Property.

C. In order to assist the Developer in securing the funds needed for the construction and operation of the Development, Developer now desires to sell the Property to the City, and City desires to purchase the Property from the Developer. The Parties intend that after acquiring the Property the City would subsequently ground lease the Property back to the Developer for the construction and operation of the Development thereon.

D. City and Developer now desire to make certain revisions to the AHLA and other associated documents that have been or will be entered in connection therewith. All capitalized terms used herein that are not otherwise defined herein shall have the same meaning as set forth for such terms in the AHLA.

NOW, THEREFORE, City and Developer hereby agree as follows:

1. Conveyance of the Property. Section 3.1 of the AHLA is hereby amended to read as follows:

"3.1 <u>The Property</u>.

a. <u>Sale of Property to City</u>. Concurrently with the execution of the First Amendment, City and Borrower shall enter into a Purchase and Sale Agreement and Joint

Escrow Instructions ("**Purchase and Sale Agreement**"), substantially in the form attached to the First Amendment as Exhibit "A", which provides for Borrower's sale of the Property to City. Upon the close of escrow for the City's acquisition of the Property, the Parties shall enter into an Amended and Restated Promissory Note substantially in the form attached to the First Amendment as Exhibit "B", the City shall execute and record in the Official Records a Reconveyance of the City Deed of Trust, substantially in the form attached to the First Amendment as Exhibit "C", and a Termination of Regulatory Agreement, substantially in the form attached to the First Amendment as Exhibit "D".

b. Ground Lease of Property to Borrower. Concurrently with the close of escrow for the City's acquisition of the Property, City and Borrower shall enter into a Ground Lease Option Agreement, substantially in the form attached hereto as Exhibit "E", which provides to Borrower a binding option to ground lease the Property from the City, for a term of not less than 99 years from the date of the City's Certificate of Occupancy for the Development, for the construction and operation of the Development thereon. Concurrently with the parties' execution of the Ground Lease, the Borrower shall execute and record in the Official Records a new City Deed of Trust which encumbers the Borrower's leasehold interest in the Property, and the parties shall execute and record in the Official Records a new Regulatory Agreement substantially in the form attached to the AHLA as Exhibit G, with such additions as are mutually acceptable to the parties, including an increase of total unit count from 57 to 59 units, which encumbers the Borrower's leasehold interest in the Property."

2. City Loan. Sections 4.1 and 4.2 of the AHLA shall be revised as follows:

4.1 City Loan. The City shall provide a loan in the amount of Eight Million Five Hundred Twenty-Three Thousand Seven Hundred Forty-Three Dollars and Sixteen Cents ($8,523,743.16) (the "**City Loan**") to Borrower upon the terms and conditions and for the purposes set forth in this Agreement. The City Loan shall be evidenced by an Amended and Restated Promissory Note (the "**City Promissory Note**") substantially in the form attached to the First Amendment as Exhibit B, and shall be secured by a deed of trust (the "**City Deed of Trust**") executed by Borrower as Trustor, substantially in the form attached to the AHLA as Exhibit D, with the modification of the City Loan amount and other mutually acceptable modifications, and recorded against the Property and subordinate only to such liens as City shall approve in writing. The outstanding principal balance of the Note will accrue simple interest at the rate of three percent (3%) per annum.

Provided that Borrower has complied with all conditions precedent to disbursement of the City Loan set forth in Section 4.6, the proceeds of the City Loan ("**City Loan Proceeds"**) shall be disbursed in accordance with Section 4.2 hereof. The Parties agree that City shall disburse City Loan Proceeds only for the purposes set forth in Section 4.2.

"4.2. Use and Disbursement of Proceeds. The City Loan Proceeds shall be used as follows:

a. A portion of the City Loan Proceeds shall be used to fund a portion of Borrower's predevelopment costs for the Development, which shall be funded prior to the commencement of the Ground Lease, and in accordance with the Predevelopment Loan Component Budget included in the Preliminary Financing Plan (the "**Predevelopment Loan Component**"). The Predevelopment Loan Component shall not exceed Eight Hundred Seventy Thousand Six Hundred Twenty-Three Dollars ($870,623).

b. The remaining undisbursed portion of the City Loan Proceeds (*i.e.,* $8,523,743.16 less the total amount of the Predevelopment Loan Component that has actually been disbursed) shall be used to pay for the cost of construction of the Development, and development fees and other costs related to the construction of the Development, in accordance with the Construction Loan Component Budget included in the Revised Financing Plan, to be funded through monthly City Loan draws after the Construction Loan Closing (the "**Construction Loan Component**"). City Loan Proceeds shall not be used or disbursed for Borrower fee, overhead or profit."

3. Security for City Loan. The following shall replace the last sentence of Section 4.3 of the AHLA:

"The City Deed of Trust dated _____, that was executed and recorded in the official records of Alameda County on _____, as Document No. _____, shall be released and reconveyed concurrently with the City's acquisition of the Property from the Borrower pursuant to the Purchase and Sale Agreement. The City Deed of Trust, with appropriate modifications to reflect its change to a leasehold deed of trust and the change in the City Loan amount, shall be re-signed and recorded in the Official Records as an encumbrance to the Borrower's ground leasehold interest in the Property concurrently with the Construction Loan Closing. Upon the Construction Loan Closing, the City Deed of Trust may be subordinated to such construction and permanent financing which are designated as senior loans in the Revised Financing Plan approved by the City, pursuant to any subordination agreements agreed upon by the City and senior lenders, as applicable. Such senior loans shall not encumber the City's fee title to the Property."

4. Title Policy. The following shall be added to the end of Section 4.4 of the AHLA:

"A new lender's policy of title insurance, and/or endorsements reasonably acceptable to the City, shall be provided to the City upon the construction loan closing."

5. Revised Financing Plan. The Revised Financing Plan attached hereto as Exhibit F is hereby approved by the City in accordance with Section 4.5 of the AHLA.

6. Conditions to Disbursement of Construction Loan Component. The following replaces subparagraph (d) of Section 4.7 of the AHLA:

"(d) The Title Company's issuance of a new lender's policy of title insurance, and/or such endorsements to the City Title Policy as are required by the City.

(e) The Ground Lease has been duly executed, and the new City Deed of Trust, Regulatory Agreement and Memorandum of Ground Lease have been duly executed and recorded in the Official Records as encumbrances to Borrower's leasehold interest in the Property."

7. **Mortgages**. The following shall be added to the end of Section 8.1 of the AHLA:

"All mortgages and deeds of trust shall encumber only Borrower's leasehold interest in the Property, and shall not encumber the City's fee interest in the Property."

8. **Defaults.** The following shall be added to the end of Section 10.1 of the AHLA:

"(n) Any default of the Purchase and Sale Agreement or Ground Lease which has not been cured within the time set forth in the applicable document."

9. No Other Amendments. Except as amended by this First Amendment, the AHLA shall continue unmodified and in full force and effect. All terms not separately defined herein shall have the meanings as defined in the AHLA.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date set forth above.

CITY:

CITY OF NEWARK, a municipal corporation

By: _____
David Benoun, City Manager

Attest:

_____
Sheila Harrington, City Clerk

Approved as to Form:

_____
Kristopher Kokotaylo, City Attorney

DEVELOPER:

THORNTON, L.P.,
a California limited partnership

By: SAHA Thornton LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
its sole member/manager

By:_____
Susan Friedland,
Chief Executive Officer

EXHIBIT "A"

FORM OF PURCHASE AND SALE AGREEMENT

[To Be Attached]

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the "Agreement") is entered into as of _____, 2025 (the "Effective Date"), by and between Thornton, L.P., a California limited partnership ("Seller"), and the City of Newark, a California municipal corporation ("Purchaser"). Seller and Purchaser are collectively referred to herein as the "Parties."

RECITALS

A. Seller and Purchaser have entered into an Affordable Housing Loan Agreement with respect to certain property located at 6347, 6361 and 6375 Thornton Avenue, Newark, California (the "Property"), dated as of April 1, 2023, as amended by the First Amendment to Affordable Housing Loan Agreement dated February __, 2025 (as amended, the "AHLA"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Pursuant to the AHLA, Purchaser has made a loan to Seller in the amount of Twelve Million Dollars ($12,000,000) to be used for the expenses related to the development of an affordable housing project on the Property (the "City Loan"). Purchaser disbursed to Seller a portion of the City Loan funds as needed to acquire the Property, and Seller purchased the Property with such funds. Seller executed and delivered to Purchaser a "Promissory Note" in the original principal amount of the City Loan.

C. The First Amendment to the AHLA provides for Seller to enter into an agreement to sell the Property to Purchaser for the same price that Seller paid for the acquisition of the Property.

D. By this Agreement, Purchaser agrees to purchase the Property from Seller, and Seller agrees to sell the Property to Purchaser, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, Seller and Purchaser hereby agree as follows:

Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

Purchase and Sale.

2.1 **Agreement to Buy and Sell Property.** Subject to the terms and conditions set forth herein, Seller agrees to sell the Property to Purchaser, and Purchaser hereby agrees to acquire the Property from Seller.

2.2 **Purchase Price**. The purchase price for the Property to be paid by Purchaser to Seller (the "Purchase Price") is Three Million Four Hundred Twenty-Nine Thousand Three Hundred Seventy-Seven Dollars ($3,429,377). The Purchase Price shall be paid through a reduction of the balance of the Promissory Note in the amount of the Purchase Price. The Parties shall execute and deliver into Escrow an "Amended and Restated Promissory Note," substantially in the form attached hereto as Exhibit "E", which memorializes such reduction of the balance of the Promissory Note.

Escrow.

3.1 **Escrow Account.** Purchaser has opened an escrow account (the "**Escrow**") with Old Republic Title Company, Title Officer Julie Massey (the "Escrow Holder"). Escrow Holder shall perform all escrow and title services in connection with this Agreement.

3.2 **Opening of Escrow**. Within five (5) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the "Opening of Escrow**,**" and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 **Satisfaction of Due Diligence Contingency**. Purchaser will have _____ (__) days from Opening of Escrow (the "Due Diligence Contingency Period") to complete physical inspections of the Property and due diligence related to the purchase of the Property. Seller shall provide to Purchaser copies of all reasonably available and known documents relating to the ownership and use of the Property, including but not limited to plans, permits and reports (such as environmental, engineering and land surveys) that Seller has in its possession not later than five (5) days following the execution and delivery of this Agreement.

3.4 **Due Diligence Inspections.** During the Due Diligence Contingency Period, Purchaser and its agents, contractors and employees shall have the right to enter upon the Property for the purpose of making inspections or to perform environmental testing, at Purchaser's sole risk, cost and expense. All of such entries upon the Property shall be within fifteen days after the Effective Date of this Agreement, during normal business hours and after at least twenty-four (24) hours prior notice to Seller, and Seller or Seller's agent shall have the right to accompany Purchaser during any activities performed by Purchaser on the Property. At Seller's request, Purchaser shall provide Seller with a copy of the results of any environmental tests and inspections made by Purchaser, at no cost to Seller. If any inspection or test disturbs the Property, Purchaser will restore the Property to the substantially the same condition as existed before the inspection or test. Purchaser shall defend, indemnify and hold Seller and the Property harmless from and against any and all losses, costs, damages, claims or liabilities, including but not limited to, mechanic's and materialmen's' liens, arising out of or in connection with Purchaser's inspection of the Property as allowed pursuant to this Section 3.4.

3.5 Termination Upon Due Diligence Disapproval. Purchaser shall have the right, in its sole discretion, to terminate this Agreement for any reason (or no reason) by written notice to Seller prior to the expiration of the Due Diligence Contingency Period (as it may be extended). If Purchaser timely sends such a termination notice, this Agreement shall terminate,

and neither party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. In the event of Purchaser's termination of this Agreement pursuant to this Section 3.5, Purchaser shall be responsible for the costs of Escrow and any cancellation fees.

Property Disclosure Requirements.

4.1 **Condition of Title/Preliminary Title Report**. Escrow Holder shall deliver a Preliminary Title Report for the Property (the "Preliminary Report") to Purchaser within three (3) days after the Opening of Escrow. Purchaser shall have until the end of the Due Diligence Contingency Period to approve or disapprove the condition of title to the Property; provided that all existing deeds of trust, mechanic's liens and other financial liens and encumbrances, if any, shall be paid off and removed from title concurrently with or prior to the Closing. If there are any changes to the Preliminary Report prior to Closing, Purchaser shall have five (5) days after receipt of the revised Preliminary Report to approve or disapprove such changes.

4.2 **Environmental and Natural Hazards Disclosure**. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Seller to provide certain disclosures regarding natural hazards affecting the Property. Seller agrees to make any necessary disclosures required by law. Seller shall provide Purchaser with all documents reasonably known to Seller pertaining to the environmental condition of the Property.

5. **Closing and Payment of Purchase Price.**

5.1 **Closing.** The closing (the "Closing" or "Close of Escrow") will occur no later than _____ (__) days after the expiration of the Due Diligence Contingency Period, as it may be extended ("Closing Date"), or such other date that the Parties agree in writing. In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. As long as neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible. Upon any such termination of this Agreement, neither Party shall have any further rights or obligations hereunder, except for the rights and obligations expressly provided to survive termination of this Agreement.

5.2 **Purchaser's Conditions to Closing**. Purchaser's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Purchaser's written waiver thereof (in Purchaser's sole discretion) on or before the Closing Date:

(a) Purchaser has not sent a notice of termination to Seller prior to the end of the Due Diligence Contingency Period.

(b) Seller has deposited into the Escrow a fully executed "Grant Deed" substantially in the form attached hereto as Exhibit "B" and incorporated herein.

(c) Seller has deposited into the Escrow a fully executed "Lease Option Agreement" and "Memorandum of Lease Option" substantially in the form attached hereto as Exhibit "C" and incorporated herein.

(d) Seller and Purchaser have executed and deposited into Escrow a Lease of City Real Property ("Short-Term Property Lease Agreement") substantially in the form attached hereto as Exhibit "D" and incorporated herein.

(e) Seller and Purchaser have executed and deposited into Escrow an Amended and Restated Promissory Note substantially in the form attached hereto as Exhibit "E" and incorporated herein.

(f) Purchaser has executed and deposited into Escrow a Reconveyance of Deed of Trust substantially in the form attached hereto as Exhibit "F" and incorporated herein.

(g) Seller and Purchaser have executed and deposited into Escrow a Termination of Regulatory Agreement substantially in the form attached hereto as Exhibit "G" and incorporated herein.

(h) Seller has performed all obligations to be performed by Seller pursuant to this Agreement.

(i) Seller's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(j) The Title Company is irrevocably committed to issue a CLTA or ALTA standard coverage title insurance policy to Purchaser, together with such endorsements as are requested by Purchaser, effective as of the Closing Date, insuring title to Purchaser in the full amount of the Purchase Price, subject only to those exceptions to title which have been approved by Purchaser.

(k) There shall be no litigation or administrative proceeding pending with respect to the Property as of the Closing, nor any moratoria which would adversely impact the development of the Property.

5.3 **Seller's Conditions to Closing**. The Close of Escrow and Seller's obligation to sell and convey the Property to Purchaser are subject to the satisfaction of the following conditions or Seller's written waiver (in Seller's sole discretion) of such conditions on or before the Closing Date:

(a) Purchaser has deposited into the Escrow all costs required by this Agreement to be paid by Purchaser.

(b) Purchaser has deposited into the Escrow the Grant Deed Acceptance, Lease Option Agreement, Memorandum of Option, Short-Term Property Lease Agreement, Amended and Restated Promissory Note, Reconveyance of Deed of Trust,

Termination of Regulatory Agreement, and all documents to be submitted by Purchaser pursuant to this Agreement, all duly executed by Purchaser and notarized where applicable.

(c) Purchaser has performed all obligations to be performed by Purchaser pursuant to this Agreement before the Closing Date.

(d) Purchaser's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

5.4 **Conveyance of Title**. Seller will deliver fee simple title to Purchaser at the Closing, subject only to the exceptions to title which have been approved by Purchaser.

5.5 **Deliveries at Closing.**

Deliveries by Seller. Seller shall deposit into the Escrow for delivery to Purchaser at Closing duly executed original copies of the Grant Deed, Lease Option Agreement, Memorandum of Option, Termination of Regulatory Agreement, Amended and Restated Promissory Note and Short-Term Property Lease Agreement.

Deliveries by Purchaser. No less than one (1) business day prior to the close of escrow, Purchaser shall deposit into Escrow duly executed original copies of the Grant Deed Acceptance, Lease Option Agreement, Memorandum of Option, , Reconveyance of Deed of Trust, Termination of Regulatory Agreement, Amended and Restated Promissory Note, Short-Term Property Lease Agreement, and immediately available funds in the amount equal to the Escrow fees and recording fees, and the cost of the Title Policy.

Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed and the Grant Deed Acceptance, Memorandum of Option, Reconveyance of Deed of Trust, and Termination of Regulatory Agreement; (ii) charge the Purchaser for documentary transfer taxes and governmental conveyance fees, if any; (iii) deliver to Seller and Purchaser a certified copy of the executed Grant Deed; (iv) pay any expenses payable through Escrow; and (v) distribute to itself the payment of Escrow fees and expenses required hereunder.

Closing Costs. Purchaser will pay all Escrow fees, recording fees, title insurance and title report costs, documentary transfer taxes and governmental conveyance fees, if applicable. All costs payable by Purchaser hereunder shall be deemed disbursements of the City Loan and shall be added to the balance of the Amended and Restated Promissory Note.

Proration of Taxes. At the Close of Escrow, Seller shall be responsible for a prorated share of property taxes and assessments due through the Close of Escrow. In the event that, prior to the Close of Escrow, Seller has paid the installment of property taxes and assessments applicable to the current period, there shall be no proration of property taxes and assessments, and Seller shall be responsible for applying for a refund of any overpayment of property taxes and assessments as a result of the acquisition of the Property by a public agency. In the event any real property taxes are due and unpaid at the Close of Escrow for any periods prior to the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the Close of Escrow. At the Close of Escrow, the Purchaser will file a Preliminary

Change of Ownership Report and any necessary documentation with the County Assessor-County Clerk-Recorder for the property tax exemption, and shall be responsible for coordinating with Escrow Holder for the payment of any periods occurring from and after the Close of Escrow (if any are due or payable). Seller shall have the right, after Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of Escrow for any overpayments, and if eligible, to receive such refund.

Rent Proration and Security Deposits. Rents paid by any existing tenants shall be prorated through the Close of Escrow, and Seller shall transfer all security deposits of existing tenants to Purchaser through the Escrow.

6. **As Is Conveyance.** Notwithstanding anything to the contrary in this Agreement, this sale is made and will be made without representation, covenant, or warranty of any kind by Seller. As a material part of the consideration for this Agreement, Purchaser agrees to accept the Property on an "as is" and "where is" basis, with all faults, and without any representation or warranty, all of which Seller hereby disclaims. No warranty or representation is made by Seller as to fitness for any particular purpose, merchantability, design, quality, condition, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, hazardous materials, hazardous wastes, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Purchaser acknowledges that it has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. The provisions of this Section 6 shall survive indefinitely any closing or termination of this Agreement.
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7. Remedies. In the event of a breach or default under this Agreement by Seller prior to Close of Escrow, Purchaser reserves the right to either (a) seek specific performance from Seller or (b) to do any of the following: (i) to waive in writing the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Seller is able to perform; or (iii) to terminate this Agreement upon written notice to Seller, whereupon Seller shall cause Escrow Holder to return to Purchaser any and all sums placed into the Escrow by Purchaser, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither party shall have any further obligations or liabilities hereunder. In the event of a breach or default under this Agreement by Purchaser prior to Close of Escrow, Seller shall have all remedies available at law or equity.

8. Brokers. Each Party represents that no real estate broker has been retained by it in the procurement of the Property or negotiation of this Agreement. Each Party shall indemnify, hold harmless and defend the other Party from any and all claims, actions and liability and any commission, finder's fee, or similar charges from such Party's broker, and its respective employees, agents, consultants and contractors.

9. Assignment. Absent an express signed written agreement between the Parties to the contrary, neither Seller nor Purchaser may assign its rights or delegate its duties under this Agreement without the express written consent of the other. No permitted assignment of any of

the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

10. Miscellaneous.

10.1 Attorneys' Fees. If any party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

10.2 Interpretation. This Agreement has been negotiated at arm's length and each party has been represented by independent legal counsel in this transaction and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting party.

10.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

10.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

10.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

10.6 Integrated Agreement; Modifications. This Agreement, together with the AHLA, contains all the agreements of the Parties concerning the subject hereof, and cannot be amended or modified except by a written instrument executed and delivered by the parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition, there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

10.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement.

If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

10.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either party desires or is required to give to the other party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the party's address as set forth below:

To Purchaser: City of Newark
37101 Newark Blvd
Newark, California 94560
Attention: _____

To Seller: Thornton, L.P.
c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, California 94703
Attention: Chief Executive Officer

If to Escrow Holder: Old Republic Title Company
555 12th Street, Suite 2000
Oakland, California 94607
Attention: Julie Massey, Title Officer

Email: JMassey@ORTC.com

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any party may change its address by notice to the other party. Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

10.9 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

10.10 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

10.11 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a party is

required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

10.12 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

10.13 Waivers. Any waiver by any party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any party. Consent by any party to any act or omission by another party shall not be construed to be consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

10.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

10.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between the Parties is effective, executed, or delivered, as of the Effective Date.

10.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

10.18 Approvals. Whenever this Agreement calls for Purchaser approval, consent, extension or waiver, the written approval, consent, or waiver of the Purchaser, the City Manager of Purchaser or his or her designee(s) shall constitute the approval, consent, extension or waiver of the Purchaser, without further authorization required from the City Council. Purchaser hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce Purchaser's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the Purchaser.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PURCHASER:

CITY OF NEWARK

By: _____
David Benoun, City Manager

ATTEST:

By: _____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

By: _____
Kristopher Kokotaylo
City Attorney

SELLER:

THORNTON, L.P., a California limited partnership

By: SAHA Thornton LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
its sole member/manager

By:_____
Susan Friedland,
Chief Executive Officer

Exhibit A

LEGAL DESCRIPTION

That real property in the City of Newark, County of Alameda, State of California, described as follows:

6361 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, filed December 8, 1916, Map Book 16, Page 11, Alameda County Records, described as follows:

Beginning at a point on the N/W line of Thornton Avenue distance thereon North 33° 00' East 440 feet from the point of intersection thereof with the N/W line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Newark:

The Southeasterly 10 feet of that certain parcel of land described in the Deed from Clyde W. Lindsay and Marie T. Lindsay, his wife, to Edward C. Jackson and. Eunice M. Jackson, his wife, recorded October 2, 1952 in the Office of the County Recorder of Alameda County in Book 6839, Page 514, Official Records of Alameda County.

APN: 092A-0919-017-02

6347 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, filed December 8, 1916, Map Book 16, Page
11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue distance thereon North 33° 00' East 495.00 feet from the Northeastern line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55.00 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.
EXCEPTING THEREFROM the Southeastern 10 feet, as granted to the City of Newark recorded
September 10, 1969, Series No. 101382 in Book 2474, Page 50 of Official Records.
6375 Thornton Avenue

APN: 092A-0919-016-02

6375 Thornton Avenue:

A portion of Lots 22 and 23 in Block J, map of Newark Acres, filed December 8, 1916, in Book 16 of Maps, Page 11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue, distant thereon North 33° 00’ East 385 feet from the point of intersection thereof with the Northeastern line of Cherry road, as said Avenue and Road are shown on said map; running thence along said line of Thornton Avenue North 33° 00’ East 55.00 feet; thence North 56° 58’ West 150.00 feet; thence South 33° 00’ West 55.00 feet; thence South 56° 58’ East 150.00 feet to the point of beginning.

APN: 092A-0919-018

EXHIBIT B

Recording Requested by and When Recorded, Return to:	

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Exempt from Documentary Transfer Tax
Per Rev. & Tax. Code § 11922
Governmental Agency acquiring title

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, as of _____, 2025, Thornton, L.P., a California limited partnership, hereby grants to the City of Newark, a California municipal corporation and charter city, all that real property located in the City of Newark, County of Alameda, State of California and more particularly described in Attachment No. 1 hereto and incorporated in this Grant Deed by this reference.

By: _____

Attachment No. 1 to Grant Deed

LEGAL DESCRIPTION

6361 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, filed December 8, 1916, Map Book 16, Page 11, Alameda County Records, described as follows:

Beginning at a point on the N/W line of Thornton Avenue distance thereon North 33° 00' East 440 feet from the point of intersection thereof with the N/W line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Newark:

The Southeasterly 10 feet of that certain parcel of land described in the Deed from Clyde W. Lindsay and Marie T. Lindsay, his wife, to Edward C. Jackson and. Eunice M. Jackson, his wife, recorded October 2, 1952 in the Office of the County Recorder of Alameda County in Book 6839, Page 514, Official Records of Alameda County.

APN: 092A-0919-017-02

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EXCEPTING THEREFROM the Southeastern 10 feet, as granted to the City of Newark recorded
September 10, 1969, Series No. 101382 in Book 2474, Page 50 of Official Records.
6375 Thornton Avenue

APN: 092A-0919-016-02

6375 Thornton Avenue:

A portion of Lots 22 and 23 in Block J, map of Newark Acres, filed December 8, 1916, in Book 16 of Maps, Page 11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue, distant thereon North 33° 00’ East 385 feet from the point of intersection thereof with the Northeastern line of Cherry road, as said Avenue and Road are shown on said map; running thence along said line of Thornton Avenue North 33° 00’ East 55.00 feet; thence North 56° 58’ West 150.00 feet; thence South 33° 00’ West 55.00 feet; thence South 56° 58’ East 150.00 feet to the point of beginning.

APN: 092A-0919-018

APN:

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2025 from Thornton, L.P. ("Grantor") to the City of Newark ("City"), is hereby accepted on behalf of the City by the undersigned officer or agent pursuant to authority conferred by resolution of the City Council of the City of Newark adopted on _____, and that the City consents to recordation of the Grant Deed in the official records of Alameda County by its duly authorized officer.

Dated: _____, 2025

CITY OF NEWARK

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

Exhibit C

LEASE OPTION AGREEMENT

[To Be Inserted]

Exhibit D

SHORT-TERM PROPERTY LEASE AGREEMENT

[To Be Inserted]

Exhibit E

AMENDED AND RESTATED PROMISSORY NOTE

[To Be Inserted]

Exhibit F

RECONVEYANCE OF DEED OF TRUST

[To Be Inserted]

Exhibit G

TERMINATION OF REGULATORY AGREEMENT

[To Be Inserted]

EXHIBIT "B"

AMENDED AND RESTATED PROMISSORY NOTE

[To Be Attached]

AMENDED AND RESTATED PROMISSORY NOTE
(Thornton Avenue)

$8,523,743.16 Newark, California
February __, 2025

FOR VALUE RECEIVED, the undersigned Thornton, L.P., a California limited partnership ("Borrower"), hereby promises to pay to the order of the City of Newark, a California municipal corporation ("Holder"), 37101 Newark Blvd., Newark, California, 94560, Attn: Community Development Director, the principal amount of Eight Million Five Hundred Twenty-Three Thousand Seven Hundred Forty-Three Dollars and Sixteen Cents ($8,523,743.16), plus interest thereon pursuant to Section 2 below (the "City Loan"). This Amended and Restated Promissory Note amends and restates in full that certain Promissory Note dated April 1, 2023 in the amount of $12,000,000 executed by Borrower for the benefit of Holder.

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to pay Holder the principal amount of up to Eight Million Five Hundred Twenty-Three Thousand Seven Hundred Forty-Three Dollars and Sixteen Cents ($8,523,743.16) with interest for the funds loaned to Borrower by Holder pursuant to the Affordable Housing Loan Agreement between Borrower and Holder dated April 1, 2023, as amended by the certain First Amendment to Affordable Housing Loan Agreement dated February ____, 2025 (the "AHLA"). The source of funds for the City Loan is the City of Newark Affordable Housing Fund, from affordable housing impact fees received by the City pursuant to the City's inclusionary housing ordinance. All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the AHLA.

2. Interest. The City Loan bears interest from the date of this Note at three percent (3%) interest, until full repayment of the outstanding balance of the City Loan.

3. Term and Repayment Requirements. Principal and interest under this Note in the amount of the City Prorata Percentage of Fifty Percent (50%) of the Residual Receipts is due and payable as set forth in Section 4.9 of the AHLA. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-seventh (57th) anniversary of the date that a final certificate of occupancy is issued by the City of Newark to certify that the construction of the Development is complete and the Development may be legally occupied (the "Completion Date"), provided, however, if a record of the Completion Date cannot be located or established, the City Loan is due and payable on the fifty-seventh (57th) anniversary of the date of the Ground Lease of the Property between Borrower and Holder.

4. Disbursements. No more than Eight Hundred Seventy Thousand Six Hundred Twenty-Three Dollars ($870,623) of the City Loan shall be disbursed to the Borrower prior to the Construction Loan Closing as defined in the AHLA. All disbursements shall be in accordance with the terms of the AHLA.

5. Prepayment. Borrower may prepay the City Loan at any time without penalty or fee.

6. Assumption. This Note shall not be assumable by the successors and assigns of Borrower without the prior written consent of Holder unless the assignment complies with Section 7.3 of the AHLA. Holder may assign its interest in the Note to any person or entity in Holder's sole discretion.

7. Security. Prior to the closing of the construction financing for the Project and entering into the Ground Lease, this Note shall be secured by an assignment of architect and engineering agreements. After the Ground Lease is executed and a Memorandum of Ground Lease is recorded in the Official Records, the Loan will be secured by a Deed of Trust on the Property, wherein Borrower is the trustor and Holder is the beneficiary. After the Deed of Trust is recorded, its terms will hereby be incorporated into this Note and made a part hereof. This Note is nonrecourse to Borrower and the general and limited partners of the Borrower, and the sole recourse of Holder with respect to the payment of the principal of, and interest on this Note shall be to the Property and the Improvements and any other collateral held by Holder as security for this Note; provided however, nothing contained herein is intended to relieve the Borrower of liability to the extent of any loss for fraud or intentional misrepresentation, or bad faith, waste, willful misrepresentation by the Borrower; or the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); or be deemed in any way to limit the rights of the Holder to obtain specific performance by the Borrower of its covenants under the City Documents, other than the covenants to pay the Holder principal and interest due under this Note.

8. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to Holder at the address set forth in the first paragraph of this Note, or to such other place as Holder of this Note may from time to time designate.

(c) All payments on this Note shall be without expense to Holder, and Borrower agrees to pay all costs and expenses, including reconveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that Holder may legally charge under the

laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

9. Default.

(a) Any of the following shall constitute an event of default under this Note:

(i) Any failure to pay, in full, any payment required under this Note when due following written notice by the Holder of such failure and ten (10) days opportunity to cure;

(ii) Any failure in the performance by Borrower of any term, condition, provision or covenant set forth in this Note subject to the notice and cure period set forth in Section 10.1 of the AHLA; and

(iii) The occurrence of any Borrower event of default under the AHLA, the Deed of Trust, the Regulatory Agreement, or other instrument securing the obligations of Borrower under this Note or under any other promissory notes hereafter issued by Borrower to Holder pursuant to the AHLA or the Deed of Trust (the "City Loan Documents"), subject to notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of one or more of the foregoing events of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of Holder become immediately due and payable upon written notice by Holder to Borrower without further demand.

(c) Holder's failure to exercise the remedy set forth in Subsection 9(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by Holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(d) Notwithstanding anything herein to the contrary, Holder hereby agrees that any cure of any default made or tendered by one or more of Borrower's limited partners shall be deemed a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Copies of all notices which are sent hereunder to Borrower shall be sent to Borrower's limited partners at the address provided pursuant to Section 12.3 of the AHLA.

10. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

11. Miscellaneous Provisions.

(a) All notices to Holder or Borrower shall be given in the manner and at the addresses set forth in the AHLA, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the City Loan Documents, contains the entire agreement between the parties as to the City Loan. It may not be modified except upon written consent of the parties. Any terms used herein but not separately defined herein shall have the definitions set forth in the City Loan Documents.

IN WITNESS WHEREOF, Borrower is executing this Amended and Restated Promissory Note as of the date first above written.

THORNTON, L.P.,
a California limited partnership

By: Satellite AHA Development, Inc.,
a California nonprofit public benefit corporation,
its general partner

By: _____
Name: Susan Friedland
Its: Chief Executive Officer

Approved by Holder:

CITY OF NEWARK

By: _____
David Benoun, City Manager

ATTEST:

By: _____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

By: _____
Kristopher Kokotaylo
City Attorney

EXHIBIT "C"

RECONVEYANCE OF CITY DEED OF TRUST

[To Be Attached]

,Recording requested by and when recorded mail to:

City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attn: City Clerk

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

A.P.N.: _____

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, the City of Newark, a municipal corporation (the "**Beneficiary**"), is the Beneficiary under that certain Deed of Trust With Assignment of Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**") dated as of _____, executed by Thornton, L.P. as trustor (the "**Trustor**"), to Old Republic Title Company, as trustee (the "**Trustee**"), and recorded on April 28, 2023 as Instrument No. 2023048228 in the Official Records of the County of Alameda, State of California and affecting the real property described therein (the "**Property**");

WHEREAS, the Deed of Trust secures repayment of a loan payable to Beneficiary in the original principal amount of Twelve Million Dollars ($12,000,000);

WHEREAS, concurrently with the recordation of this Substitution of Trustee and Full Reconveyance Trustor has conveyed the Property to Beneficiary;

WHEREAS, the Beneficiary wishes to release and reconvey to the person or persons legally entitled thereto all rights and interests of the Beneficiary in the Property pursuant to the Deed of Trust; and

WHEREAS, the Beneficiary desires to substitute a new Trustee under the Deed of Trust in place and stead of Old Republic Title Company.

NOW THEREFORE, the Beneficiary hereby substitutes itself as Trustee under the Deed of Trust and hereby: (i) reconveys to the person or persons legally entitled thereto, without warranty, all the estate, title and interest acquired by Trustee and by Beneficiary under the Deed of Trust in the Property; and (ii) authorizes the recordation of this instrument in the Official Records of Alameda County.

Dated: _____, 2025

City of Newark, a municipal corporation

By: _____
David Benoun, City Manager

ATTEST:

_____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

_____
Kristopher Kokotaylo, City Attorney

SIGNATURES MUST BE NOTARIZED.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

EXHIBIT "D"

TERMINATION OF REGULATORY AGREEMENT

[To Be Attached]

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Newark
3101 Newark Boulevard
Newark, CA 94560
Attn: City Clerk

No fee for recording pursuant to
Government code Section 27383

TERMINATION OF REGULATORY AGREEMENT

This TERMINATION OF REGULATORY AGREEMENT ("Termination") is entered into as of _____, 2025, by and between the CITY OF NEWARK, a California municipal corporation (the "City"), and THORNTON, L.P., a California limited partnership (the "Owner") (City and Owner are hereinafter referred to collectively as the "Parties").

RECITALS

City and Owner have entered into a Regulatory Agreement and Declaration of Restrictive Covenants dated April 1, 2023 _____ (the "Regulatory Agreement") with respect to certain real property located at 6347 – 6375 Thornton Avenue, Newark, California (the "Property"). The Regulatory Agreement was recorded in the official records of Alameda County on April 28, 2023, as Document No. 2023048277.

Owner is now granting the Property to City, and the Parties desire to terminate the Regulatory Agreement as of the date of City's acquisition of the Property.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Termination. From and after the date that this Termination is recorded against the Property, the Regulatory Agreement is hereby terminated, and the Property shall not be bound or burdened by any of the Regulatory Agreement.

IN WITNESS WHEREOF, City and Owner have executed this Termination as of the day and year set forth above.

CITY:

CITY OF NEWARK

By: _____
David Benoun, City Manager

ATTEST:

By: _____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

By: _____
Kristopher Kokotaylo
City Attorney

OWNER:

THORNTON, L.P., a California limited partnership

By: SAHA Thornton LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Susan Friedland,
Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

EXHIBIT "E"

FORM OF LEASE OPTION AGREEMENT

[To Be Attached]

OPTION AGREEMENT

This Option Agreement (this "**Agreement**") is made and entered into effective as of _____, 2025 (the "**Effective Date**"), between the City of Newark, a California municipal corporation ("**Optionor**"), and Thornton, L.P., a California limited partnership ("**Optionee**"). Optionor and Optionee are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**" in this Agreement.

RECITALS

A. Optionor and Optionee have entered into an Affordable Housing Loan Agreement with respect to certain property located at 6347, 6361 and 6375 Thornton Avenue, Newark, California (the "**Property**"), dated as of April 1, 2023, as amended by the First Amendment to Affordable Housing Loan Agreement dated February __, 2025 (as amended, the "**AHLA**"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. In order to provide for the development of an affordable housing project on the Property (the "**Development**"), by this Agreement, Optionor is granting to Optionee the option and right to enter into a long-term lease of the Property for a nominal One Dollar ($1.00) per year rent, conditioned upon and subject to Optionee's performance of certain criteria relating to the implementation of the development plan for the affordable housing project.

NOW, THEREFORE, the Parties agree as follows:

1. **Grant of Option.** Optionor hereby grants to Optionee the right and option to lease from Optionor that certain real property described in Exhibit "A", conditioned upon and subject to Optionee's satisfaction of the conditions and performance of its obligations as set forth in Section 4 below, as reasonably determined by Optionor (the "**Option**").

2. **Option Term; Exercise of Option.** Optionee may exercise the Option by providing Optionor with written notice of exercise ("**Exercise Notice**") at any time during the Option Term (as defined below), provided, however, that as a condition to the exercise of the Option, Optionee shall have satisfied the conditions and performed its obligations set forth in Sections 4.1 through 4.10 below in all material respects, as reasonably determined by Optionor. The date that the Exercise Notice is given by Optionee to Optionor during the Option Term is referred to herein as the "**Exercise Date**." For purposes of this Agreement, the term "**Option Term**" shall mean the period commencing on the Effective Date and ending June 30, 2027. Optionee shall have the right to exercise two one year extensions of the Option Term, which may be exercised upon written notice to Optionor, the effectiveness of which shall be conditioned upon Optionee being in compliance with this Agreement and the AHLA as of the date of the notice and the date that the extension would take effect. Within thirty (30) days after Optionee's delivery of an Exercise Notice, Optionor shall determine whether Optionee has satisfied all of the conditions and performed its obligations set forth in Sections 4.1 through 4.10 below, and shall deliver written notice thereof to Optionee (which determination shall not be unreasonably withheld, conditioned or delayed). Within thirty (30) days after Optionor's written notice that all such conditions and obligations have been satisfied, Optionor shall deliver to Optionee a form of ground lease of the Property which contains all of the terms and conditions required pursuant to Section 3 of this

Agreement (the "**Ground Lease**"). The Parties shall use good faith efforts to negotiate and mutually agree upon the final form of the Ground Lease, and shall thereupon execute the mutually agreed upon Ground Lease. The executed Ground Lease shall supersede the Temporary Lease in its entirety as of the Commencement Date of the Ground Lease; provided that the Parties shall remain responsible for performance of any obligations which arose under the Temporary Lease at any time prior to the Commencement Date of the Ground Lease.

3. Preparation of Ground Lease. The Ground Lease shall include the following terms and conditions:

a. The Ground Lease shall have a term of not less than 99 years from the effective date of Ground Lease.

b. Annual rent will be One Dollar ($1.00). Lessee agrees to pay Lessor a one-time rent payment in advance, on the Effective Date of Ground Lease in the amount of the full amount of rent due for the term.

c. The Ground Lease will require that construction of the Development will be in accordance with all of the requirements of Article III of the AHLA.

d. The Ground Lease will require compliance with the schedule of performance attached to the AHLA, as such schedule of performance may be amended.

e. Lessor shall have authority to consent to all liens, encumbrances, and clouds on title of the Property and Development in accordance with Article IV of the AHLA and the Revised Financing Plan.

f. The Ground Lease shall require that during the term of the Ground Lease the Optionee shall own fee title to all of the improvements constructed on the Property, and that fee title to such improvements shall revert to Optionor at the expiration or termination of the term of the Ground Lease.

g. The Ground Lease will permit the Optionee to encumber its leasehold interest in the Property to secure any loans deemed necessary by the Optionee, as approved by Optionor. Any funds from a loan secured by the leasehold interest must be used in or on the Property. The Ground Lease will not permit such loans to encumber the Optionor's fee interest in the Property.

h. The Ground Lease shall include standard mortgagee protection provisions.

4. Conditions Precedent to Exercise of Option. Optionee's right to exercise the Option is conditioned upon Optionee's satisfaction of the conditions and performance of its obligations set forth below in this Section 4 in all material respects.

4.1 Construction Plans. Optionor has approved the Construction Plans for the construction of the Development and development of the Property pursuant to Section 3.9 of the AHLA.

4.2 Close of Construction Financing. Optionee shall have provided to Optionor evidence reasonably satisfactory to Optionor that adequate financing (including equity funding, construction financing, and governmental loans and grants) is available to ensure the construction of the Development at the time and in the manner set forth in the Revised Financing Plan.

4.3 Construction Contract. Optionee shall have entered into, or shall provide satisfactory evidence that it is prepared to enter into, general construction contract(s) for the Development in accordance with the requirements of the Ground Lease.

4.4 Insurance. Optionee shall have submitted to Optionor evidence of the insurance policies required pursuant to the Ground Lease.

4.5 Bonds and Security. Optionee shall have submitted to Optionor its proposed form of payment and performance bonds or alternate security in the form required by the Ground Lease.

4.6 Construction to Commence. Optionor shall be reasonably satisfied that construction of the Development is ready to commence in the time and manner referred to in the construction schedule referred to in Section 4.1 above and thereafter shall be pursued to completion in a diligent and continuous manner.

4.7 Surplus Land Act Requirements. Optionor shall have timely made all submissions to HCD and shall have resolved to the satisfaction of Optionor any objection or challenge by HCD regarding compliance with the Surplus Land Act, and there shall be no outstanding notice of violation of the Surplus Land Act from HCD.

4.8 No Default. No Event of Default of this Agreement, the AHLA or the Temporary Lease by Optionee shall then exist, and no event shall then exist which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Optionee.

4.9 No Litigation. No litigation or other administrative or judicial proceeding that would materially affect Optionee's ability to carry out its obligations with respect to the Development or the Property shall have been filed or be pending.

4.10 Representations and Warranties. The representations of Optionee contained in this Agreement, the AHLA and the Ground Lease shall be correct in all material respects as of the Ground Lease Commencement Date as though made on and as of that date and, if requested by Optionor, the Optionor shall have received a certificate to that effect signed by Optionee.

5. Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing and shall be served personally or by reputable express overnight courier service or by U.S. certified mail, return receipt requested, in each case addressed to the relevant parties at the address stated below or at any other address notified by that Party to the other as its address for service. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. Notice of change of address shall be given by written notice in the manner detailed in this Section. Any notice shall be addressed as follows:

If to Optionor:
City of Newark
37101 Newark Blvd
Newark, California 94560
Attention: _____

with a copy to City Attorney

If to Optionee:
Thornton, L.P.
c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, California 94703
Attention: Chief Executive Officer

with a copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attn: Erica Williams Orcharton

6. Assignment. Optionee shall have the right to assign its rights and obligations under this Agreement to any entity that is permitted or approved by Optionor pursuant to Article 7 of the AHLA.

7. Entire Agreement. This Agreement together with the Exhibits attached hereto supersedes any prior agreement or understanding between the Parties and contains the entire agreement of the Parties concerning the subject of this Agreement together with the Exhibits attached hereto; provided that this Agreement does not modify or supersede the Temporary Lease, which shall remain in effect in accordance with its terms.

8. Optionee Default. Optionee's failure to perform any material obligation of Optionee set forth in this Agreement shall constitute an "**Optionee Default**" under this Agreement unless Optionee cures such failure within thirty (30) days after delivery of written notice of such

failure given by Optionor to Optionee; provided, however, if such failure by its very nature is not reasonably capable of being cured within said thirty (30) day period, then no Optionee Default shall exist so long as Optionee commences to cure such failure within thirty (30) days after delivery of written notice of such failure to Optionor and thereafter diligently prosecutes such cure to completion within ninety (90) days of delivery of such written notice. In the event of an Optionee Default that remains uncured as provided above, Optionor shall have the right to terminate the Option and this Agreement effective upon written notice from Optionor to Optionee.

9. Attorney's Fees. In the event of any dispute or litigation arising in relation to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses.

10. Governing Law. This Agreement and any lease of the Property by Optionee shall be governed by the law of the state in which the Property is located, notwithstanding any conflict of law provisions to the contrary.

11. No Third Parties Benefitted. The terms and provisions of this Agreement are for the sole benefit of Optionor and Optionee, and no third party is intended to benefit herefrom.

12. Memorandum of Option**.** This Agreement will not be recorded. Concurrently with the execution of this Agreement, Optionor and Optionee shall execute a Memorandum of Option Agreement (the "**Memorandum**") in the form attached hereto as Exhibit "B", which Optionee shall have the right to record in the Official Records of Alameda County. Upon the termination of this Agreement, Optionee shall promptly (and no later than ten (10) days following Optionor's written request) execute and record a Memorandum of Termination of Option Agreement or other instrument of termination reasonably satisfactory to Optionor removing the Memorandum of record.

13. Counterpart Originals. This Agreement may be executed, and any memorandum thereof recorded, in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile of signatures and copies of signatures sent by electronic pdf shall have the same force and effect as original signatures and each Party shall be entitled to rely upon executed copies of this Agreement transmitted by facsimile and/or electronic pdf to the same and full extent as the originals.

14. Brokers. Optionor and Optionee each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. Optionor and Optionee do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any broker, finder or other similar party by reason of any dealings or actions of the indemnifying party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

15. Authority. Optionor and Optionee hereby represent to the other that: (i) such party validly exists and is in good standing and qualified to do business in the State of California, (ii) such party has full right and authority to enter into this Agreement, (iii) each person signing

on behalf of such party is authorized to do so, and (iv) the execution and delivery of this Agreement by such party will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which such party is a party or by which such party may be bound.

16. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. Action or Approval. Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the Optionor is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager, or by any person who shall have been designated in writing by the City Manager, without further approval by the City Council. Any such action shall be in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

OPTIONOR:

City of Newark,
a California municipal corporation

By_____
David Benoun, City Manager
ATTEST:

_____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

_____
Kristopher Kokotaylo, City Attorney

OPTIONEE:

Thornton, L.P.,
a California limited partnership

By: SAHA Thornton LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates, a California nonprofit public benefit corporation, its sole member/manager

By:_____
Susan Friedland,
Chief Executive Officer

Exhibit A

Legal Description

ATTACHMENT G

Exhibit B

Form of Memorandum of Option Agreement

WHEN RECORDED, MAIL TO:

APN: _____

MEMORANDUM OF OPTION AGREEMENT

This Memorandum of Option Agreement (this "**Memorandum**") is made effective as of _____, 2025 (the "**Effective Date**"), between the City of Newark, a California municipal corporation ("**Optionor**"), and Thornton, L.P., a California limited partnership ("**Optionee**").

RECITALS

A. Optionor is the owner of certain premises located within the City of Newark, California (the "**Property**"), more particularly described on Attachment No. 1 hereto.

B. Optionor and Optionee have entered into that certain unrecorded Option Agreement dated _____, 2025 (the "**Option Agreement**"), pursuant to which Optionor has granted to Optionee an exclusive option to lease the Property on the terms and conditions set forth in the Option Agreement (the "**Option**").

C. Optionor and Optionee desire to execute this Memorandum and cause the same to be recorded in the Official Records of the County of Alameda, California for the purpose of providing constructive notice of the Option and the Option Agreement.

NOW THEREFORE, Optionor and Optionee agree as follows:

1. Pursuant to the Option Agreement, Optionor has granted to Optionee an exclusive option to lease the Property on the terms and conditions set forth in the Option Agreement.

2. The Option granted by the Option Agreement is exercisable for a period commencing on _____, 2025 and ending June 30, 2027, with two one year extension options (the "**Option Term**"), unless sooner expired or terminated in accordance with the terms of the Option Agreement.

3. This Memorandum is for the purpose of providing record notice of the Option Agreement only. Nothing herein shall be deemed to modify, amend or otherwise affect the terms

and conditions of the Option Agreement, and in the event of any inconsistency between the provisions of this Memorandum and the Option Agreement, the provisions of the Option Agreement shall prevail.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Memorandum as of the date referred to above.

OPTIONOR:

City of Newark

By_____
David Benoun, City Manager
ATTEST:

_____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

_____
Kristopher Kokotaylo, City Attorney

OPTIONEE:

Thornton, L.P.,
a California limited partnership

By: SAHA Thornton LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates, a California nonprofit public benefit corporation, its sole member/manager

By:_____
Susan Friedland,
Chief Executive Officer

ATTACHMENT G

ATTACHMENT NO. 1

Legal Description of the Property

That real property in the City of Newark, County of Alameda, State of California, described as follows:

6361 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, flied December 8, 1916, Map Book 16, Page 11, Alameda County Records, described as follows:

Beginning at a point on the N/W line of Thornton Avenue distance thereon North 33° 00' East 440 feet from the point of intersection thereof with the N/W line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Newark:

The Southeasterly 10 feet of that certain parcel of land described in the Deed from Clyde W. Lindsay and Marie T. Lindsay, his wife, to Edward C. Jackson and. Eunice M. Jackson, his wife, recorded October 2, 1952 in the Office of the County Recorder of Alameda County in Book 6839, Page 514, Official Records of Alameda County.

APN: 092A-0919-017-02

6347 Thornton Avenue:

Portion of Lot 23, Block "J", Map of Newark Acres, flied December 8, 1916, Map Book 16, Page
11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue distance thereon North 33° 00' East 495.00 feet from the Northeastern line of Cherry Road, as said avenue and road are shown on said map; running thence along the said line of Thornton Avenue, North 33° 00' East 55.00 feet; thence North 56° 86' West 150.00 feet; thence South 33° 00' West 55.00 feet; thence South 56° 66' East 150.00 feet to the point of beginning.
EXCEPTING THEREFROM the Southeastern 10 feet, as granted to the City of Newark recorded
September 10, 1969, Series No. 101382 in Book 2474, Page 50 of Official Records.
6375 Thornton Avenue

ATTACHMENT G

APN: 092A-0919-016-02

6375 Thornton Avenue:

A portion of Lots 22 and 23 in Block J, map of Newark Acres, filed December 8, 1916, in Book 16 of Maps, Page 11, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Thornton Avenue, distant thereon North 33° 00’ East 385 feet from the point of intersection thereof with the Northeastern line of Cherry road, as said Avenue and Road are shown on said map; running thence along said line of Thornton Avenue North 33° 00’ East 55.00 feet; thence North 56° 58’ West 150.00 feet; thence South 33° 00’ West 55.00 feet; thence South 56° 58’ East 150.00 feet to the point of beginning.

APN: 092A-0919-018

ATTACHMENT G

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

ATTACHMENT G

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

_____
Signature of Notary
(Affix seal here)

ATTACHMENT G

EXHIBIT "F"

REVISED FINANCING PLAN

[To Be Attached]

RESOLUTION NO. 11,730

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A FIRST AMENDMENT TO AFFORDABLE HOUSING LOAN AGREEMENT AND RELATED AGREEMENTS

WHEREAS, the City of Newark ("City") and Thornton, L.P. ("Developer") have entered into an Affordable Housing Loan Agreement with respect to certain property acquired and owned by Developer located at 6347, 6361 and 6375 Thornton Avenue, Newark, California (the "Property"), dated as of April 1, 2023 (the "AHLA"); and

WHEREAS, pursuant to the AHLA, City has made a loan to Developer in the amount of Twelve Million Dollars (the "City Loan") to be used for expenses related to the acquisition of the Property and the construction of an affordable rental housing development thereon (the "Development"); and

WHEREAS, the Developer has acquired fee title to the Property with proceeds of the City Loan; and

WHEREAS, in order to assist the Developer in securing the funds needed for the construction and operation of the Development, the City now desires to acquire the Property from the Developer and to enter into a long-term ground lease of the Property to the Developer (the "Ground Lease") for the construction and operation of the Development thereon; and

WHEREAS, the City Council now desires for the City and Developer to enter into a First Amendment to Affordable Housing Loan Agreement (the "AHLA Amendment ") in order to make certain revisions to the AHLA and other associated documents that have been or will be entered in connection therewith; and

WHEREAS, pursuant to the AHLA Amendment the City will enter into additional agreements including a Purchase and Sale Agreement, Lease Option Agreement, Ground Lease, Amended and Restated Promissory Note, Termination of Regulatory Agreement, Short Term Lease Agreement, and Reconveyance of Deed of Trust; and

WHEREAS, the approval of the AHLA Amendment will not result in any significant changes to the Development to be constructed pursuant to the AHLA, and is exempt from the California Environmental Quality Act ("CEQA") because it consists of the purchase and lease of real property determined by the City to be exempt surplus property.

NOW THEREFORE the City Council of the City of Newark HEREBY RESOLVES as follows:

1. The City Council finds that the foregoing Recitals are true and correct and are incorporated into this Resolution.

2. The City Council hereby approves the AHLA Amendment, Purchase and Sale Agreement, Lease Option Agreement, Amended and Restated Promissory Note, Termination of Regulatory Agreement, Short Term Lease Agreement, and Reconveyance of Deed of Trust, substantially in the form presented to the City Council, with such changes as may be approved by the City Manager and the City Attorney.

3. The City Council authorizes the City Manager (or his designee), on behalf of the City, to execute the AHLA Amendment, Purchase and Sale Agreement, Lease Option Agreement, Amended and Restated Promissory Note, Termination of Regulatory Agreement, Ground Lease, Short Term Lease Agreement, and Reconveyance of Deed of Trust, and to take such other actions as are necessary to carry out the City's obligations thereunder, including the preparation and execution of the Ground Lease, escrow instructions and closing documents.

4. Whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the City is required or permitted under any of the documents approved by this Resolution, such action may be given, made, or taken by the City Manager, or by any person who shall have been designated in writing by the City Manager, without further approval by the City Council. Any such action shall be in writing.

5. The City Council finds that the actions approved hereunder are exempt from CEQA pursuant to Sections 15312 and 15061(b)(3) of the CEQA Guidelines, provided that the City will complete appropriate environmental review of the Development prior to approval of land use entitlements for the Development. City staff is authorized and directed to file a Notice of Exemption from CEQA with the California Office of Planning and Research and the County Clerk of the County of Alameda in the manner specified in Subdivisions (b) and (c) of Section 21152 of the Public Resources Code.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on February 27, 2025, by Council Member Grindall who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

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

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney





PROJECT DESCRIPTION

This is a 100% affordable housing development on three parcels on Thornton Avenue: 6347, 6361 and 6375 for a total parcel size of 23,650 SF or 0.54 acre. This site has been identified as a housing opportunity site within the Newark Housing Element and the development of affordable housing is consistent with the goals and policies of the City of Newark. The proposed development includes a total of 59 units with a mix of one, two and three bedroom apartments.
The building consists of 4 stories over a concrete podium (total of 5 stories) with the common areas mainly located on the first and second floors that are connected by a grand staircase. The front of the ground floor includes three one-bedroom homes, a music practice room, secure bike storage, property management and resident services offices. Structured parking is provided behind these uses so that it is mainly concealed from the street. A puzzle lift parking system will provide 39 stalls plus three handicap accessible garage spaces for a total 42 off-street parking spaces.
Starting on the second floor, the "U" shaped building wraps itself around the west-facing exterior courtyard which is the heart of the building. The courtyard includes several different activities and areas including a play structure, barbeque area, seating areas as well as raised vegetable planters for residents to grow food and enjoy the outdoors. The variety of activities in the courtyard is complemented by the community room which opens directly to it. The 865 SF room includes a kitchen and bathroom and will function as a large multipurpose room for activities such as movie night, homework club or resident get togethers.
The building will also include an on site resident manager's unit and one common laundry facility. One three-bedroom manager's unit will be occupied by SAHA staff. SAHA will not select the exact unit until construction is nearly completed and the property is close to occupancy.
The Residential High Density (RH) zoning standards permit up to 100' height, the +/-60' height of the building has been mitigated by breaking the building horizontally into the traditional base, middle and top zones. The base is articulated by the active uses and entries with storefronts, the middle of the building is articulated with bay windows and the top of the building is set back and articulated with a different material/color in relation to the bay windows.
The project has gone through three community meetings and received the general support from attendees which included neighbors and concerned citizens. Sheet A0.5 includes a summary of the current zoning standards and the anticipated process that this project will go through to obtain entitlements. We have also provided a preliminary Building Code analysis on sheets A0.6 and A0.7 as well as a fire access plan on sheet A0.8 which was forwarded separately to the Newark Fire Department.

Green Features: this building will incorporate the following features. Please also refer to sheet A4.5 for additional information.
1. Solar panels - renewable energy
2. All electric building
3. Stormwater management
4. MEP efficient equipment / low-flow water fixtures
5. Drip irrigation and drought tolerant landscaping
6. DoE's Zero Energy Ready Home Program certification, CEDA

PROJECT STATS

AREA TABULATION (SF)								
LEVEL	RESIDENTIAL	OFFICE	CIRCULATION	COURTYARD*	AMENITY	UTILITY	GARAGE	TOTAL
FLOOR 1	1,815	486	1,053		1,481	2,177	10,252	17,264
FLOOR 2	11,194		1,998	3,230	1,018	200		14,410
FLOOR 3	12,093		1,976		352	200		14,621
FLOOR 4	11,951	133	1,943			661		14,688
FLOOR 5	12,264		1,943			200		14,407
TOTAL	49,317	619	8,913	3,230	2,851	3,438	10,252	75,390

*COURTYARD AREA IS EXCLUDED FROM THE TOTAL SF

UNIT MIX				
	1BR	2BR	3BR	SUB TOTAL
FLOOR 1	3			3
FLOOR 2	6	3	4	13
FLOOR 3	6	4	4	14
FLOOR 4	6	4	4	14
FLOOR 5	7	4	4	15
TOTAL	28	15	16	59
	47%	25%	27%	100%

PARKING	
ACCESS. VAN	1
ACCESS. STANDARD	1
ACCESS. VAN W/ EVCS	1
PARKING STACKER STALL* (INCLUDES 10% EVCS)	39
TOTAL	42

VICINITY MAP



AERIAL VIEW



PROJECT DIRECTORY

DEVELOPER
SATELLITE AFFORDABLE HOUSING ASSOCIATES
1835 ALCATRAZ AVE., BERKELEY, CA 94703

Contact: Jonathan Astmann
Email: jastmann@sahahomes.org

Contact: Ngan Mai
Email: nmai@sahahomes.org

ARCHITECT
VAN METER WILLIAMS POLLACK LLP
333 BRYANT ST, SUITE 300, SAN FRANCISCO, CA 94107

Contact: Ben Chuaqui
Email: ben@vmwp.com

Contact: Pei-Chi Chen
Email: peichi@vmwp.com

CIVIL ENGINEER
SANDIS ENGINEER | SURVEY | PLAN
636 9TH ST., OAKLAND, CA 94607

Contact: Nathan Allen
Email: nallen@sandis.net

Contact: Greg Trela
Email: gtrela@sandis.net

LANDSCAPE ARCHITECT
JETT LANDSCAPE ARCHITECTURE + DESIGN
2 THEATRE SQUARE SUITE 218, ORINDA, CA 94563

Contact: Bruce Jett
Email: brucej@jett.land

Contact: Whitney Miller
Email: whitneym@jett.land

SHEET INDEX

A0.0	COVER SHEET
A0.1	3D VIEWS
A0.2	EXISTING SITE CONDITION
A0.3	SURVEY
A0.4	ZONING DIAGRAMS
A0.5	ZONING DIAGRAMS
A0.6	ZONING DIAGRAMS
A0.7	BUILDING CODE SUMMARY
A0.8	EGRESS PLAN
A0.9	FIRE ACCESS DIAGRAM
A0.10	FIRE ACCESS DIAGRAM
T-1	TENTATIVE PARCEL MAP
T-2	EXISTING CONDITION PLAN
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T-4	PRELIMINARY UTILITY PLAN
T-5	PRELIMINARY STORMWATER MANAGEMENT PLAN
L1.01	PRELIMINARY LANDSCAPE PLAN - GROUND
L1.02	PRELIMINARY LANDSCAPE PLAN - PODIUM
L2.01	PRELIMINARY PLANTING PLAN - GROUND
L2.02	PRELIMINARY PLANTING PLAN - PODIUM
L3.01	PRELIMINARY IRRIGATION PLAN - GROUND
L3.02	PRELIMINARY IRRIGATION PLAN - PODIUM
L4.01	PRECEDENT IMAGERY
A1.0	SITE PLAN
A2.1	FIRST FLOOR PLAN
A2.2	SECOND FLOOR PLAN
A2.3	THIRD FLOOR PLAN
A2.4	FOURTH FLOOR PLAN
A2.5	FIFTH FLOOR PLAN
A2.6	ROOF FLOOR PLAN
A2.7	ROOF DRAINAGE DIAGRAM
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A3.2	BUILDING ELEVATIONS
A3.3	BUILDING ELEVATIONS
A3.4	ELEVATION MATERIAL BOARD
A3.5	BUILDING SECTIONS
A4.1	UNIT PLANS
A4.2	UNIT PLANS
A4.4	BUILDING DESIGN ELEMENT
A4.5	SUSTAINABLE DESIGN ELEMENT
A5.1	SOLID WASTE PLAN
A6.0	PARKING LIFT CONCEPT
A6.1	PARKING STUDIES
A6.2	PHOTOMETRIC STUDY

DOCUMENTS UNDER SEPARATE COVER

- TITLE REPORT
- PHASE I ENVIRONMENTAL SITE ASSESSMENT
- GEOTECHNICAL INVESTIGATION REPORT
- TRANSPORTATION IMPACT STUDY
- ACOUSTIC REPORT

DEFERRED BUILDING PERMIT APPROVALS

- FIRE SPRINKLERS
- FIRE ALARM

6347-75 THORNTON AVE | COVER SHEET, FOURTH PLANNING SUBMITTAL

NEWARK, CA | 02/13/25 | SATELLITE AFFORDABLE HOUSING ASSOCIATES (SAHA)

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

VAN METER WILLIAMS POLLACK LLP



STREET VIEW LOOKING FROM SOUTH SIDE



2ND FLOOR COURTYARD



STREET VIEW LOOKING FROM NORTH SIDE



COURTYARD AERIAL VIEW

VAN METER WILLIAMS POLLACK LLP

ARCHITECTURE | URBAN DESIGN ■ SAN FRANCISCO | DENVER | MINNEAPOLIS
333 Bryant Street, Suite 300, San Francisco, CA 94107 T 415.974.5352

CIVIL ENGINEER
SANDIS ENGINEER
636 9th St., Oakland, CA 94607

LANDSCAPE ARCHITECT
JETT LANDSCAPE
2 Theatre Square Suite 218,
Orinda, CA 94563

CONSULTANT DISCIPLINE 3
CONSULTANT NAME 3
CONSULTANT 3 FULL ADDRESS

CONSULTANT DISCIPLINE 4
CONSULTANT NAME 4
CONSULTANT 4 FULL ADDRESS

CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

.

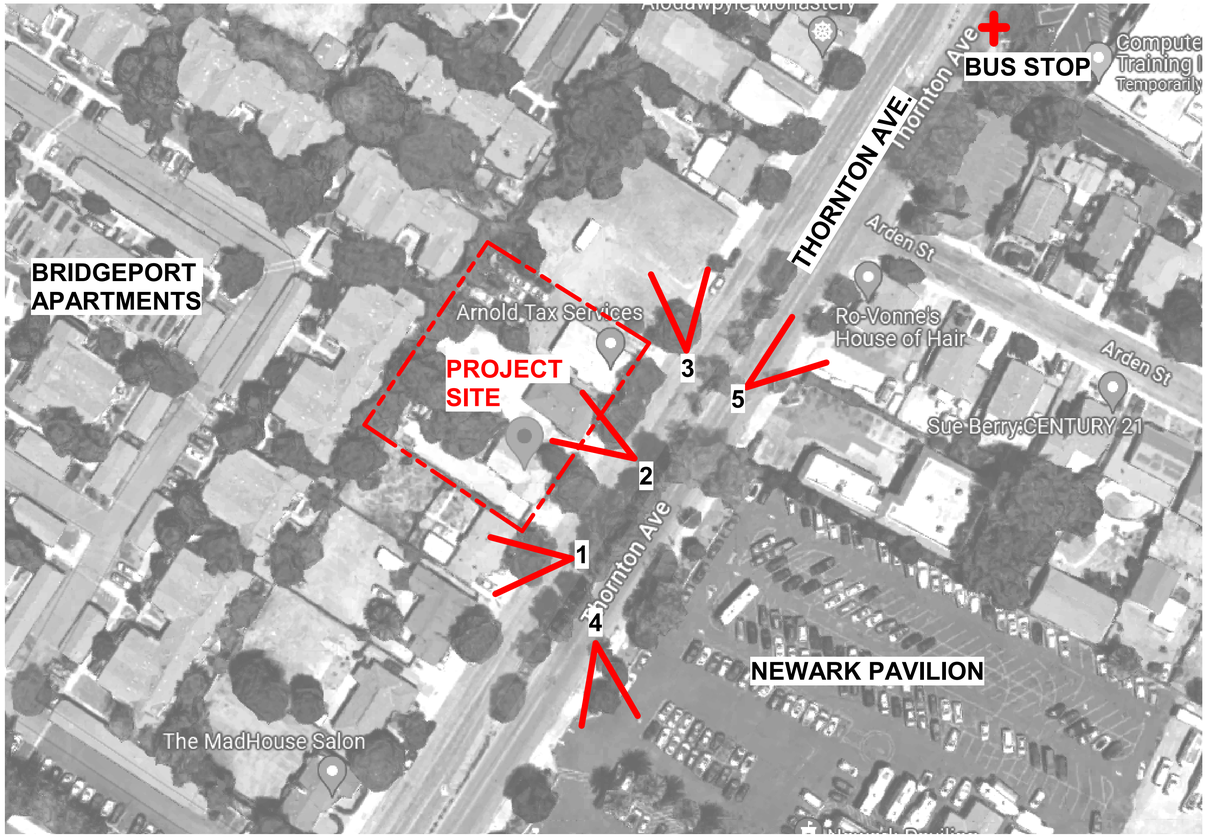
1835 ALCATRAZ AVE.
BERKELEY, CA 94703

3D VIEWS

JOB #: 2314
SCALE:

A0.1

DATE: 02/13/25





5



4



1



2



3

VAN METER WILLIAMS POLLACK LLP
ARCHITECTURE | URBAN DESIGN ■ SAN FRANCISCO | DENVER | MINNEAPOLIS
333 Bryant Street, Suite 300, San Francisco, CA 94107 T 415.974.5352

CIVIL ENGINEER
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636 9th St., Oakland, CA 94607

LANDSCAPE ARCHITECT
JETT LANDSCAPE ARCHITECTURE + DESIGN
2 Theatre Square Suite 218, Orinda, CA 94563

CONSULTANT DISCIPLINE 3
CONSULTANT NAME 3
CONSULTANT 3 FULL ADDRESS

CONSULTANT DISCIPLINE 4
CONSULTANT NAME 4
CONSULTANT 4 FULL ADDRESS

CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

1835 ALCATRAZ AVE.
BERKELEY, CA 94703

EXISTING SITE CONDITION

JOB #: 2314

SCALE:

A0.2

DATE: 02/03/25

NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM INCLUDING PHOTOCOPY, RECORDING OR ANY INFORMATION RETRIEVABLE AND STORAGE SYSTEM, WITHOUT PERMISSION IN WRITING FROM SANDIS.

UNDERGROUND UTILITY NOTE

THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY.

BENCHMARK

THE ELEVATION REFERENCE FOR THIS SURVEY IS A NEWARK CITY BENCHMARK, BM ID THO-CHE 1978, LOCATED AT THE INTERSECTION OF THORNTON AVENUE AND CHERRY STREET, CENTERLINE S/E CURB RETURN.

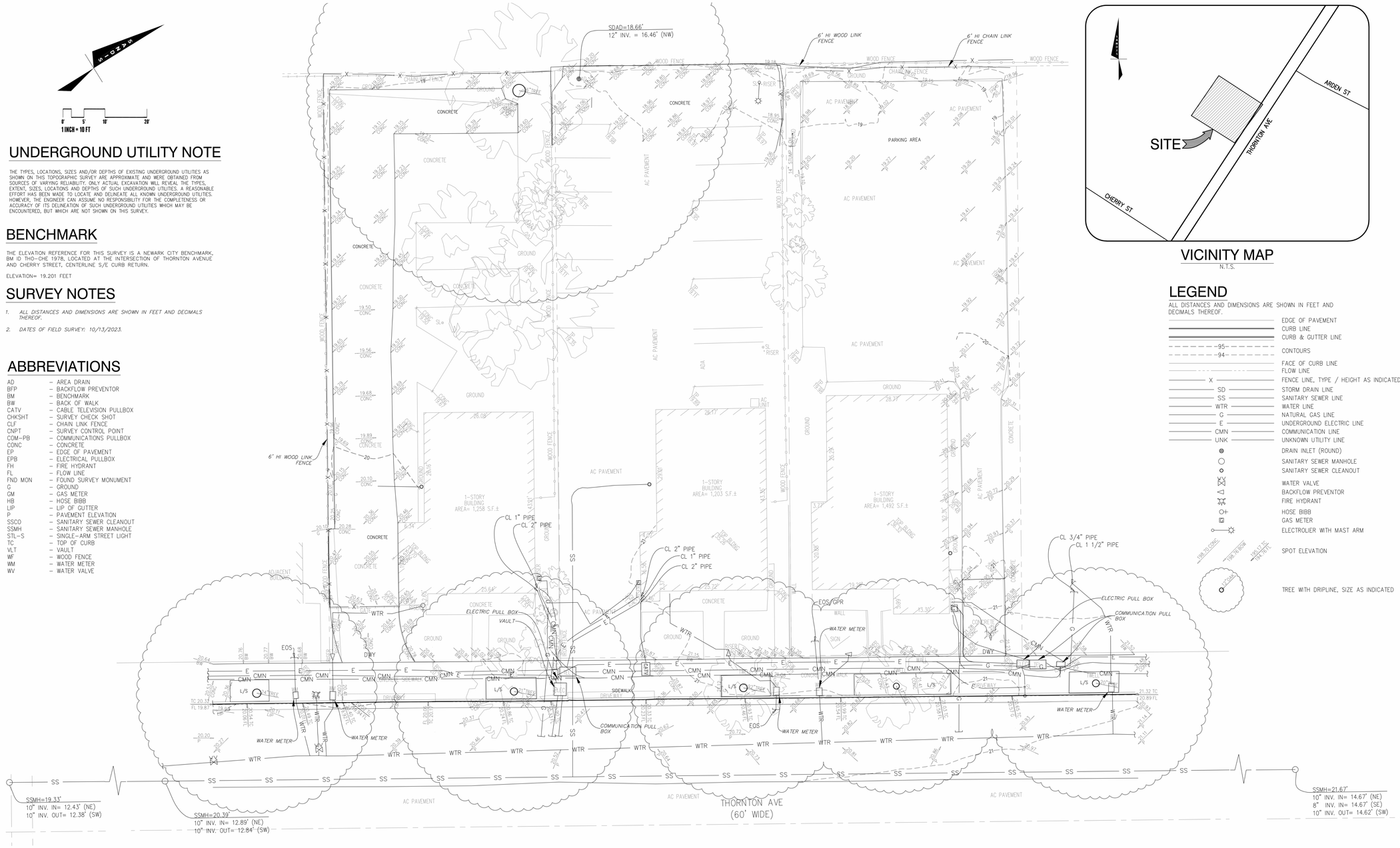
ELEVATION= 19.201 FEET

SURVEY NOTES

1. *ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.*
2. *DATES OF FIELD SURVEY: 10/13/2023.*

ABBREVIATIONS

AD	– AREA DRAIN
BFP	– BACKFLOW PREVENTOR
BM	– BENCHMARK
BW	– BACK OF WALK
CATV	– CABLE TELEVISION PULLBOX
CHKSHT	– SURVEY CHECK SHOT
CLF	– CHAIN LINK FENCE
CNPT	– SURVEY CONTROL POINT
COM-PB	– COMMUNICATIONS PULLBOX
CONC	– CONCRETE
EP	– EDGE OF PAVEMENT
EPB	– ELECTRICAL PULLBOX
FH	– FIRE HYDRANT
FL	– FLOW LINE
FND MON	– FOUND SURVEY MONUMENT
G	– GROUND
GM	– GAS METER
HB	– HOSE BIBB
LIP	– LIP OF GUTTER
P	– PAVEMENT ELEVATION
SSCO	– SANITARY SEWER CLEANOUT
SSMH	– SANITARY SEWER MANHOLE
STL-S	– SINGLE-ARM STREET LIGHT
TC	– TOP OF CURB
VLT	– VAULT
WF	– WOOD FENCE
WM	– WATER METER
WV	– WATER VALVE



VICINITY MAP

N.T.S.

LEGEND

ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

- EDGE OF PAVEMENT
- CURB LINE
- CURB & GUTTER LINE
- 95 — CONTOURS
- 94 —
- FACE OF CURB LINE
- FLOW LINE
- X — FENCE LINE, TYPE / HEIGHT AS INDICATED
- SD — STORM DRAIN LINE
- SS — SANITARY SEWER LINE
- WTR — WATER LINE
- G — NATURAL GAS LINE
- E — UNDERGROUND ELECTRIC LINE
- CMN — COMMUNICATION LINE
- UNK — UNKNOWN UTILITY LINE
- DRAIN INLET (ROUND)
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- WATER VALVE
- BACKFLOW PREVENTOR
- FIRE HYDRANT
- HOSE BIBB
- GAS METER
- ELECTROLIER WITH MAST ARM
- SPOT ELEVATION
- TREE WITH DRIPLINE, SIZE AS INDICATED

SANDIS — BUILD ON. SANDIS.NET

DATE:	10/24/23
SCALE:	1"=10'
PROJECT No.:	623052

DATE _____, 2023

CHRISTIAN CINTEAN
P.L.S. NO. 8941

No.	REVISION	DATE	BY

6347 THORNTON AVE
NEWARK CALIFORNIA

TOPOGRAPHIC SURVEY

SHEET 1 OF 1 SHEETS

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CONSULTANT 3 FULL ADDRESS

CONSULTANT DISCIPLINE 4
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CONSULTANT 4 FULL ADDRESS

CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

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CONSULTANT 6 FULL ADDRESS

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BERKELEY, CA 94703

SURVEY

JOB #: 2314

SCALE:

A0.3

DATE: 02/03/25

PLANNING INFORMATION & ZONING SUMMARY

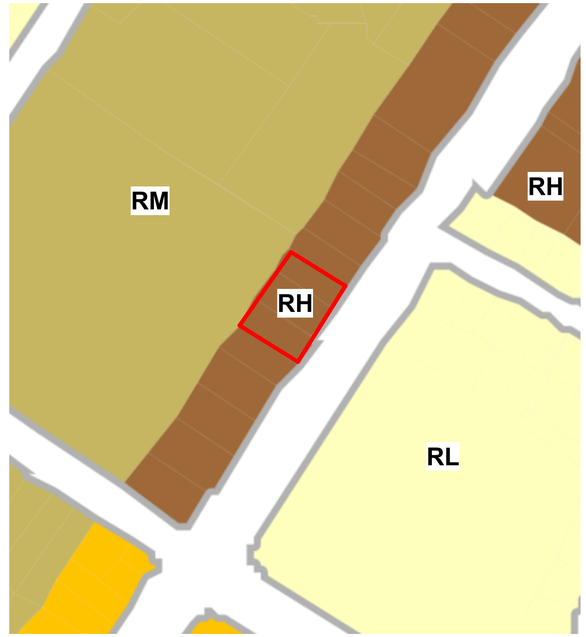
ZONING & PLANNING POLICY DOCUMENTS:	**CITY OF NEWARK CODE OF ORDINANCES CITY OF NEWARK 2023-2031 HOUSING ELEMENT**	
PARCEL APN:	92A-919-16-2, 92A-919-17-2, 92A-919-18	
ZONING DESIGNATION	RH	Residential High Density
LOT AREA	23,650 SQ. FT.	0.54 ACRES
PROPOSED BUILDING INFORMATION		
RESIDENTIAL UNITS	**59**	**UNITS TOTAL**
	28	ONE-BEDROOM UNITS
	15	TWO-BEDROOM UNITS
	16	THREE-BEDROOM UNITS
GROUND FLOOR AREA		18,056 SQ. FT.

ZONING COMPLIANCE MATRIX & ENTITLEMENT PATH

100% AFFORDABLE DEVELOPMENT WITH 80% STATE DENSITY BONUS: UP TO FOUR CONCESSIONS AND UNLIMITED WAIVERS AND NOT MORE THAN 1.5 PARKING SPACES PER UNIT

SITE REGULATIONS (TABLE 17.07.030)	ZONING STANDARD	PROVIDED	WAIVER / CONCESSION	COMMENTS / DISCUSSION
MAXIMUM DENSITY	***25-60 UNITS/ACRE***	***109 UNITS/ACRE***		***CURRENT DENSITY IS AS PART OF 80% DENSITY BONUS: 60UNITS/ACRE IN 0.54 ACRE=32.4 UNIT x 1.8= 58.6 OR 59 UNITS. 59 UNITS PROPOSED***
FLOOR AREA RATIO	n/a	n/a		***NO FAR STANDARD WAS FOUND FOR RH ZONING***
MINIMUM LOT SIZE (SQ. FT.)	6,000 SQ. FT.	23,650 SQ. FT.		***THIS STANDARD IS MET***
MINIMUM LOT WIDTH (FT)	60 FT.	165 FT.		***THIS STANDARD IS MET***
MINIMUM LOT DEPTH (FT)	100 FT.	140 FT.		***THIS STANDARD IS MET***
MINIMUM FRONTAGE ON PUBLIC STREET (FT)	40 FT.	165 FT.		***THIS STANDARD IS MET***
MAXIMUM LOT COVERAGE (% OF LOT) *	***55%***	***76%***	***WAIVER***	***A WAIVER IS NEEDED FOR MAXIMUM LOT COVERAGE, DETAIL SEE A0.5***
MAXIMUM BUILDING HEIGHT (FT)	100 FT.	60 FT.		***THIS STANDARD IS MET***
SETBACKS (FT)				
FRONT	***15 FT.***	***3 FT FROM PROPERTY LINE***	***WAIVER***	***A WAIVER IS NEEDED FOR A 40' SEGMENT OF THE FRONT SETBACK***
INTERIOR SIDE	5 FT.	5FT. MIN.		***THIS STANDARD IS MET***
REAR	10 FT.	10 FT.		***THIS STANDARD IS MET***
OPEN SPACE				
MINIMUM LANDSCAPE AREA PER PARCEL (per table 17.07.030) *	***25% OF LOT OR 5,913 SF***	**2,238 SF AT GROUND LEVEL + 1,773 SF IN COURTYARD = 4,011 SF < 5,913 SF**	***WAIVER***	***A WAIVER IS NEEDED , DETAIL SEE A0.6***
MINIMUM USABLE OPEN SPACE per 17.07.030 (200 SQ. FT /unit)	***11,800 SQ. FT.***	**3,230 COMMON COURTYARD**	***WAIVER***	***A WAIVER IS NEEDED, DETAIL SEE A0.5***
VEHICULAR PARKING				
1.5 SPACE PER STUDIO OR 1 BEDROOM 2 SPACES PER 2 BEDROOM OR MORE 1 SPACE PLUS .25 GUEST PARKING PER UNIT (Table 17.23.040)	**120 REQUIRED BY ZONING, AND 85 BY 80% DENSITY BONUS LAW (1.5/UNIT)**	**42 STALLS - (1) ACCESS VAN - (1) ACCESS STANDARD - (1) ACCESS VAN W/EV CHARGER - (39) PARKING STACKER STALLS**	***WAIVER***	***A WAIVER IS NEEDED, DETAIL SEE A0.5***
MIN. STANDARD PARKING SPACES 9'-0"x19'-0" (Table 17.23.090.D)	75%	PARKING STACKERS PROVIDED		***PER NMC 17.23.090 PARKING STACKERS ARE NOT REQUIRED TO COMPLY WITH THESE STANDARD PARKING SIZE REQUIREMENTS.***
MAX. COMPACT SPACES 8'-6"x16'-0" (Table 17.23.090.D) - 25% max. of all required spaces	25%	PARKING STACKERS PROVIDED		***PER NMC 17.23.090 PARKING STACKERS ARE NOT REQUIRED TO COMPLY WITH THESE STANDARD PARKING SIZE REQUIREMENTS.***
BICYCLE PARKING				
PROTECTED BICYCLE SPACES PER 17.23.070B (20% OF UNITS)	12	32		***THIS STANDARD IS MET***
SHORT-TERM BICYCLE SPACES PER 17.23.070A (5% OF AUTO SPACES)	4	4		***THIS STANDARD IS MET***

NEWARK ZONING MAP



Residential Designations
- *Low Density Residential*
- *Low-Medium Density Residential*
- *Medium Density Residential*
- *High-Density Residential*

ZONING MAP OVERLAY



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CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

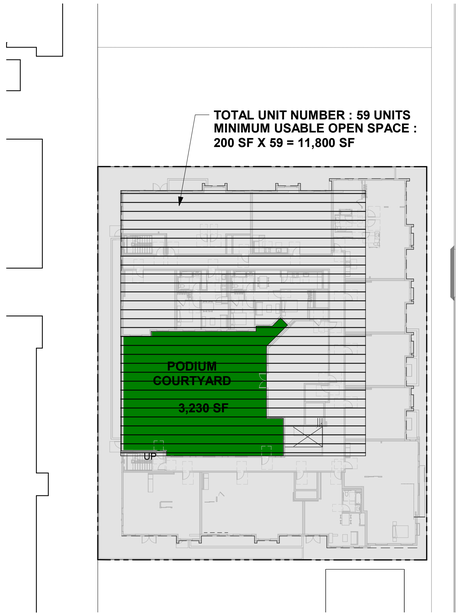
1835 ALCATRAZ AVE.
BERKELEY, CA 94703

ZONING SUMMARY

JOB #: 2314
SCALE:

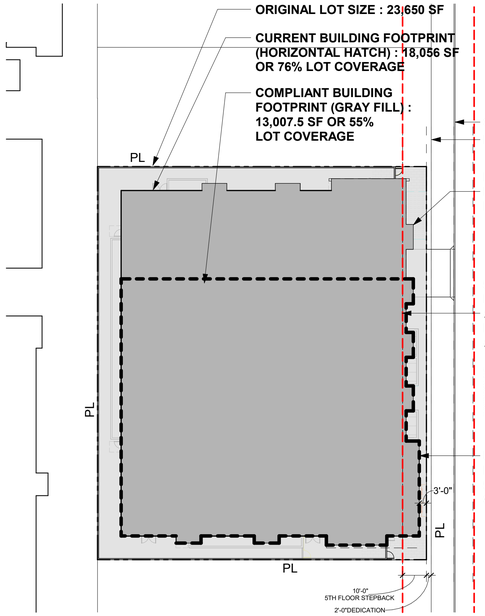
A0.4

DATE: 02/13/25



The required usable open space for RH zoning is 200 square foot per unit or 11,800 square feet. The generous courtyard and the individual patios at the ground floor provide a total of 3,230 square feet of usable open space. The diagram above illustrates with the horizontal hatch how much space would be needed to satisfy this zoning requirement which would make this affordable development project unfeasible.

3 A0.5 **MINIMUM USABLE OPEN SPACE WAIVER DIAGRAM**
SCALE: 1" = 30'-0"



The maximum Lot Coverage of 55% means a maximum building footprint of 13,000 SF which is shown outlined with the dashed line. It is about 5,000 square feet less than what the current footprint which mean the loss of approximately 12-15 units and the loss of approximately 20 parking spaces. Making up the units and parking with a taller 7 to 8 stories building as permitted by zoning would mean additional stories of concrete and going to a different construction type such as Type 1. The loss of this many units or adding multiple levels of concrete would make the project unfeasibility.

A front setback waiver is necessary to meet the 30' maximum fire aerial access. This sets the furthest building face from the street.
In addition, the south-east corner projection along the entry portion of the building results in the loss of 4 units in the upper floor and in making the project unfeasible.

2 A0.5 **LOT COVERAGE & SETBACK WAIVER DIAGRAM**
SCALE: 1" = 30'-0"

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CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

VAN METER WILLIAMS POLLACK LLP

Ben Chuaqui <ben@vmwp.com>

On Wed, Jul 3, 2024 at 2:00 PM Ben Chuaqui <Ben@vmwp.com> wrote:

Hi Parminder,

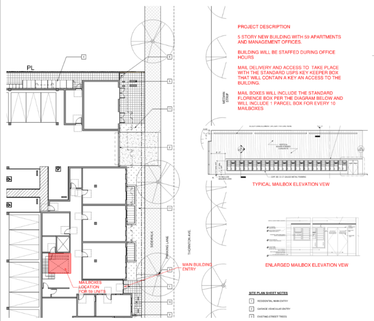
I was given your contact information to review and approve the location of mailboxes at the new building we are designing at 6375 Thornton Avenue in Newark.

I am attaching a pdf plan of the ground floor (partial screenshot below) showing the location of the mailboxes and how USPS would access the building from the street.

The mailboxes would be within the main lobby of the building and access into the building would occur through a standard USPS key keeper box mounted on the wall by the main entrance. Please take a look at the attached pdf and let us know if this is acceptable in an email response and we can relay this to our planner at the City of Newark who wanted us to confirm this with USPS.

Feel free to call me or email with any questions,

Thank you,



Ben Chuaqui

Partner, Architect LEED AP

Van Meter Williams Pollack LLP

ARCHITECTURE | URBAN DESIGN

San Francisco | Denver | Minneapolis

RE: [EXTERNAL] Re: New building at 6375 Thornton Ave.
1 message

Dhudwal, Parminder S - Newark, CA <Parminder.S.Dhudwal@usps.gov> Tue, Jul 16, 2024 at 3:42 P
To: Ben Chuaqui <Ben@vmwp.com>

HI Ben,

Looks good as long as we get access to building and mail boxes are too for from the entry.

Thank You

Parminder Dhudwal

From: Ben Chuaqui <Ben@vmwp.com>
Sent: Monday, July 15, 2024 4:06 PM
To: Dhudwal, Parminder S - Newark, CA <Parminder.S.Dhudwal@usps.gov>
Cc: Pei Chi Chen <peichi@vmwp.com>; jastmann@sahahomes.org
Subject: [EXTERNAL] Re: New building at 6375 Thornton Ave.

CAUTION: This email originated from outside USPS. **STOP and CONSIDER** before responding, clicking on links, or opening attachments.

Hi Parminder,

could you review the email below and let me know if you have any comments for this new building?

Thank you,

Ben Chuaqui

Partner, Architect LEED AP

Van Meter Williams Pollack LLP

ARCHITECTURE | URBAN DESIGN

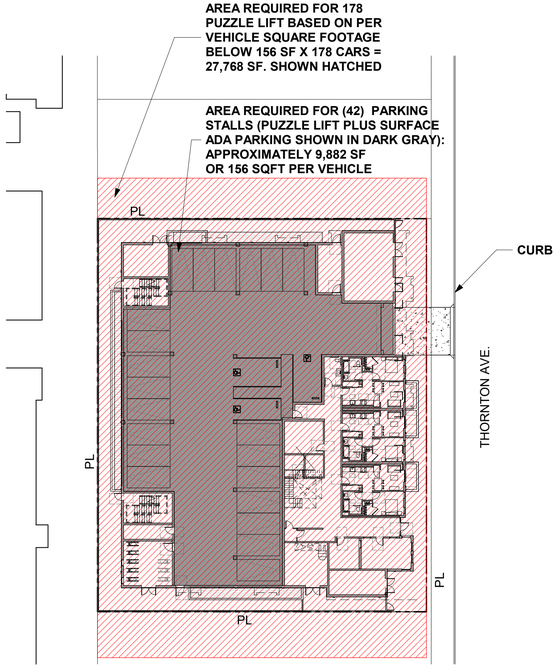
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Passionate People Sustainable Design

4 A0.5 **CONFIRMATION FROM USPS POST MASTER THAT MAIL BOX LOCATION IS ACCEPTABLE**



The required number of parking spaces of 178 stalls based on a similar stacker system would require approximately a 27,768 square foot garage which is bigger than the entire site and unfeasible.

1 A0.5 **PARKING WAIVER DIAGRAM**
SCALE: 1" = 30'-0"

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

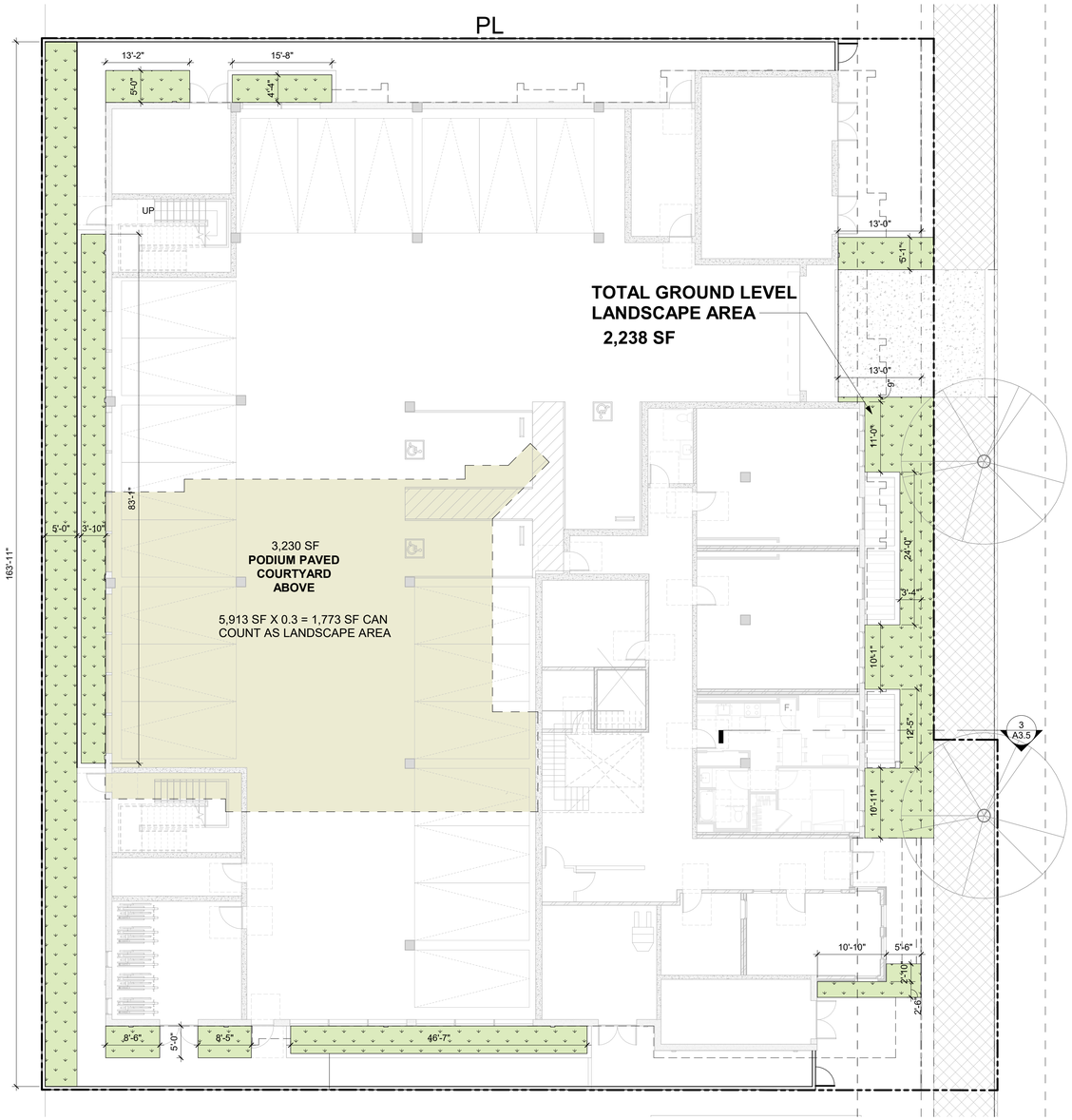
1835 ALCATRAZ AVE.
BERKELEY, CA 94703

ZONING DIAGRAMS

JOB #: 2314
SCALE: 1" = 30'-0"

A0.5

DATE: 02/03/25



1 A0.6 **GROUND LEVEL LANDSCAPE AREAS CALCULATION**

SCALE: 3/32" = 1'-0"

MINIMUM 25% LANDSCAPING OF LOT PER TABLE 17.07.030	PROVIDED LANDSCAPE AREA	
23,650 SF LOT X 0.25 = 5,913 SF OF LANDSCAPE AREA REQUIRED	2,238 SF AT GROUND LEVEL + 1,773 SF IN COURTYARD (PAVED, 30% OF THE REQUIRED LANDSCAPE AREA) = 4,011 SF < 5,913 SF	A WAIVER IS REQUIRED

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CONSULTANT DISCIPLINE 5

CONSULTANT NAME 5

CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6

CONSULTANT NAME 6

CONSULTANT 6 FULL ADDRESS

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BERKELEY, CA 94703

ZONING DIAGRAMS

JOB #: 2314

SCALE: 3/32" = 1'-0"

A0.6

DATE: 02/13/25

LEGEND

- TYPE 1A CONSTRUCTION
- TYPE 3A CONSTRUCTION
- A-3 OCCUPANCY — COMMUNITY ROOM
- B OCCUPANCY — RESIDENTIAL MANAGEMENT OFFICE
- R-2 OCCUPANCY — DWELLING UNITS
- R-2 OCCUPANCY — CIRCULATION, UTILITY & OTHER SPACES
- S-2 OCCUPANCY — RESIDENTIAL GARAGE

GENERAL NOTES

A COMPLETE BUILDING CODE SUMMARY ANALYSIS INCLUDING AREA CALCULATIONS, EXIT WIDTHS, AND ADDITIONAL RATED SEPARATION DETAILS WILL BE PROVIDED WITH THE BUILDING PERMIT SUBMITTAL

BUILDING CODE OVERVIEW

GENERAL

THIS BUILDING IS A 4 (TYPE 3A CONSTRUCTION TYPE) OVER 1 (TYPE1A CONSTRUCTION TYPE). THE GROUND FLOOR IS CONSTRUCTED OF NON-COMBUSTIBLE MATERIALS (CONCRETE AND LIGHT GAUGE METAL), FLOORS 2 THROUGH 5 ARE FRAMED IN WOOD IN TYPICAL WESTERN PLATFORM FRAMING. THE BUILDING IS FULLY FIRE SPRINKLERED AND INCLUDES A SEPARATE FIRE WATER BACKFLOW PREVENTOR AND FIRE PUMP.

APPLICABLE CODES

ALL WORK SHALL BE IN CONFORMANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND CITY ORDINANCES (IF CONFLICTS OCCUR, THE MORE STRINGENT REGULATION GOVERNS), REQUIREMENTS AS ESTABLISHED BY STATE AND LOCAL FIRE MARSHALS, AND THE RULES AND REGULATIONS OF THE UTILITY COMPANIES SERVING THIS PROJECT.

2022 EDITION OF THE CALIFORNIA BUILDING CONSTRUCTION CODE INCLUDES AMENDMENTS OF THE CA BUILDING STANDARDS CODE [TITLE 24]

PART 2 - CALIFORNIA BUILDING CODE [CBC]	2022 EDITION
PART 3 - CALIFORNIA ELECTRICAL CODE	2022 EDITION
PART 4 - CALIFORNIA MECHANICAL CODE	2022 EDITION
PART 5 - CALIFORNIA PLUMBING CODE	2022 EDITION
PART 6 - CALIFORNIA ENERGY CODE	2022 EDITION
PART 7 - CALIFORNIA ELEVATOR SAFETY CONSTRUCTION CODE	2022 EDITION
PART 9 - CALIFORNIA FIRE CODE	2022 EDITION
PART 11 - CALIFORNIA GREEN BUILDING STANDARDS CODE [CALGreen]	2022 EDITION
CITY OF NEWARK MUNICIPAL CODE ALONG WITH ANY OTHER APPLICABLE LOCAL AND STATE LAWS & REGULATIONS	

CONSTRUCTION CLASSIFICATION

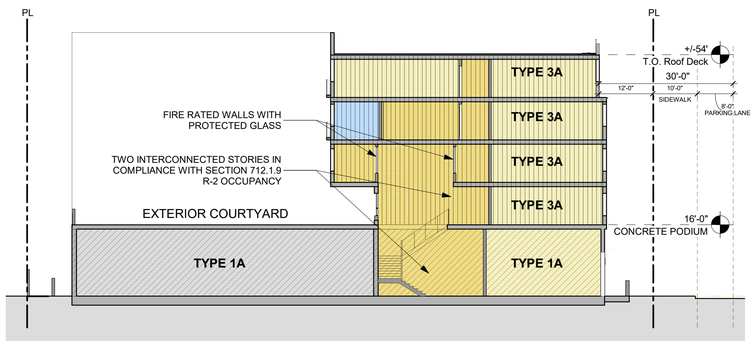
	OCCUPANCY TYPE	CONSTRUCTION CLASSIFICATION	FIRE SPRINKLER REQUIREMENTS	EXTERIOR WALLS
TYPE 1A	ONE STORY ABOVE AGRADE WHICH INCLUDE PARKING (S-2), UTILITY AREAS (S1), COMMON AREAS (B) & DWELLING UNITS (R-2) **S-2, S-1, B, R-2**	TYPE 1A [CBC TABLE 503] 1st FLOOR PROVIDES NON-SEPARATED OCCUPANCIES PER PROVISIONS OF CBC SECTIONS 508.3 & 510. PER SECTION 508.3 THE TYPE 1A CONSTRUCTION IS THE PORTION OF THE BUILDING WHICH COMPLIES WITH NON-SEPARATED OCCUPANCIES AND SECTION 510 IS THE BASIS FOR HAVING THESE FLOORS WITH UNLIMITED AREA WITHOUT NEEDING OCCUPANCY SEPARATION.	FIRE SPRINKLERS PER NFPA-13 REQUIRED	3 HOUR BEARING WALLS 1 HOUR NON BEARINGS WALLS 2 HOUR FLOOR CONSTRUCTION
TYPE 3A	OCCUPANCY TYPE APARTMENT BUILDING, 4 STORIES ABOVE PODIUM; TOTAL OF 5 STORIES ABOVE GRADE **R-2, A-3**	CONSTRUCTION CLASSIFICATION TYPE 3A [CBC TABLE 503] SEPARATEDS OCCUPANCIES PER PROVISIONS OF CBC SECTIONS 508.4 & 509.2	FIRE SPRINKLER REQUIREMENTS FIRE SPRINKLERS PER NFPA-13 REQUIRED	EXTERIOR WALLS 2 HOUR EXTERIOR BEARING WALLS 1 HOUR INTERIOR BEARING WALLS AND PRIMARY STRUCTURAL FRAME 1 HOUR FLOOR AND ROOF DIAPHRAGMS

ALLOWABLE HEIGHT & STORIES		ALLOWABLE STORIES & HEIGHT, TABLES 504.3 & 504.4		PROVIDED STORIES AND HEIGHT	
BUILDING / ZONE DESIGNATION	OCCUPANCY GROUP	BASIC ALLOWABLE STORIES, FIRE SPRINKLED W/OUT AREA INCREASE [CBC Table 504.4]	MAX. HEIGHT WITH OUT AREA INCREASE [CBC Table 504.3]	PROVIDED STORIES	ACTUAL HEIGHT*
BUILDING - TYPE 1-A	S-2, S-1, B, A-3	UL	UL	1 ABOVE GRADE	16'
BUILDING - TYPE 3-A	R-2, A-3	5 STORIES	85'	4 ABOVE PODIUM	54'-6"

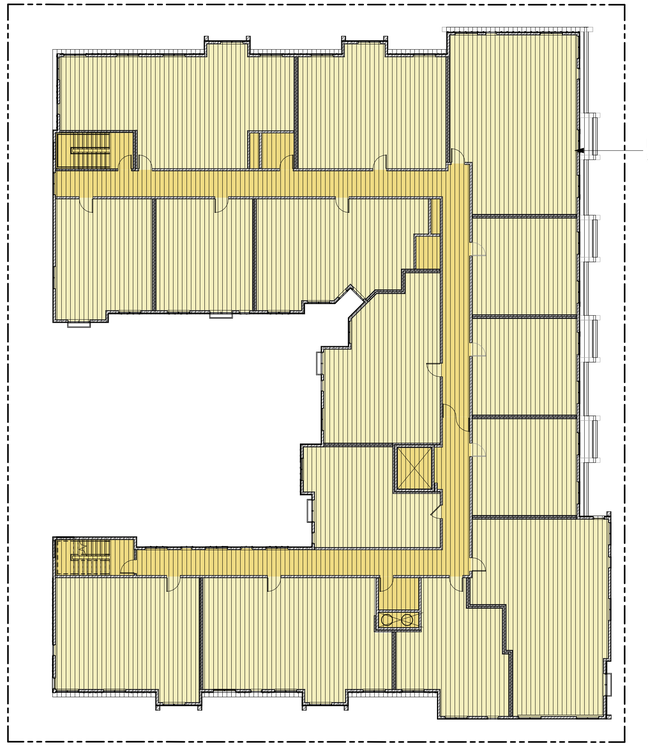
**PER CBC MEASURED FROM AVERAGE GRADE PLANE OF PRINCIPAL FACADE TO TOP OF ROOF SHEATHING*

TOTAL ALLOWABLE AREAS AND FRONTAGE PER TABLE 506.2

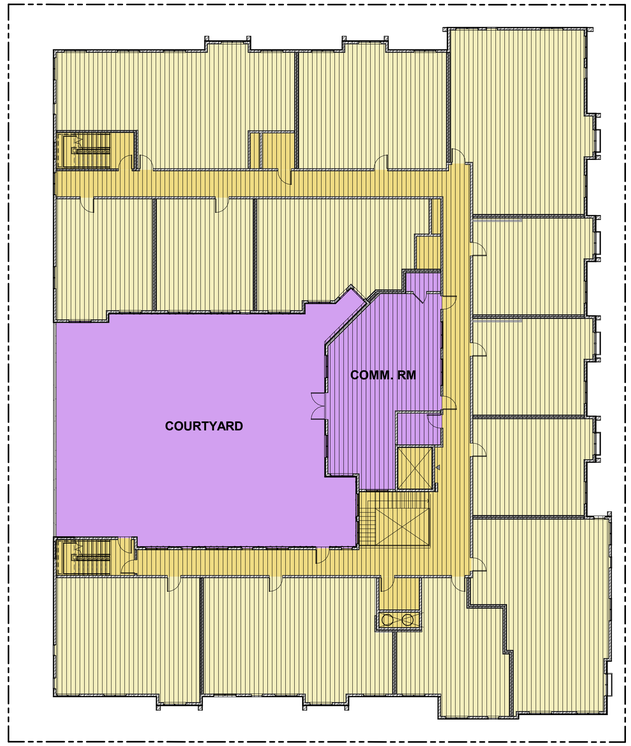
FLOOR	MAIN OCCUPANCY	CONSTRUCTION TYPE	A=BASE MAXIMUM SQFT W/OUT HEIGHT INCREASE TABLE 506.2	NS=BASE MAXIMUM SQFT TABLE 506.2 (FOR EQ. 5-2 BELOW)	I_f=FRONTAGE INCREASE FACTOR
TYPE 1A: GROUND FLOOR	S-2, S-1, B, R-2	1A	UL		NA
TYPE 3A: SECOND THROUGH FIFTH FLOORS	R-2, A-3	3A	72,000	72,000	



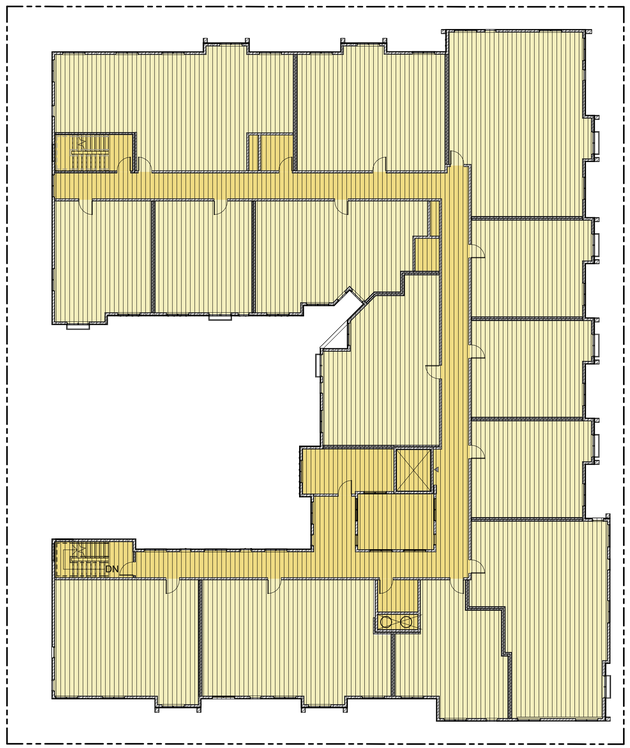
5 A0.7 **OCCUPANCY SECTION DIAGRAM**
SCALE: 1/16" = 1'-0"



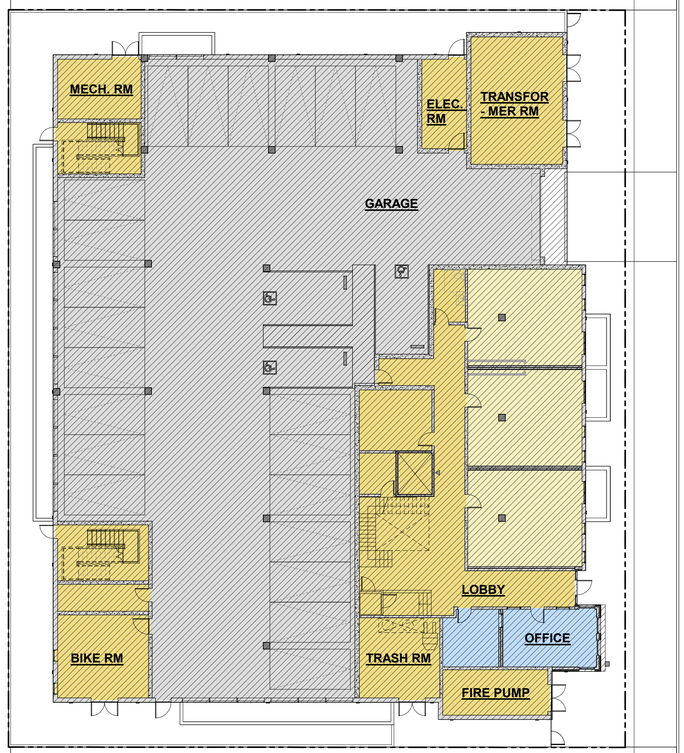
4 A0.7 **5TH FLOOR PLAN**
SCALE: 1/16" = 1'-0"



2 A0.7 **2ND FLOOR PLAN**
SCALE: 1/16" = 1'-0"



3 A0.7 **3RD-4TH FLOOR PLAN**
SCALE: 1/16" = 1'-0"



1 A0.7 **1ST FLOOR PLAN**
SCALE: 1/16" = 1'-0"

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ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

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BERKELEY, CA 94703

BUILDING CODE SUMMARY

JOB #: 2314
SCALE: As indicated

A0.7

DATE: 02/13/25

LEGEND

EXIT PATH

ACCESSIBILITY CODE SUMMARY

GENERAL ACCESSIBILITY REQUIREMENTS

ANTICIPATED FUNDING SOURCES	BASED ON FUNDING AND IN ADDITION TO THE CODES NOTED IN THE CODE SUMMARY, THIS PROJECT WILL BE COVERED AS FOLLOWS: FEDERAL - FAIR HOUSING ACT (FHA) - AMERICANS WITH DISABILITIES ACT TITLE II (ADA) - 2010 ADA STANDARDS (ADAS = PART 35 + ADAAG) - SECTION 8 - STATE - TITLE 24: CALIFORNIA BUILDING CODES - TITLE 4, DIV 17, CHAPTER. 1 CALIFORNIA TAX CREDIT ALLOCATION COMMISSION (CTCAC) REGULATIONS.
TCAC, CDLAC FUNDING REQUIREMENTS (ITEM K)	ALL NEW CONSTRUCTION PROJECTS SHALL ADHERE TO THE PROVISIONS OF CALIFORNIA BUILDING CODE (CBC) CHAPTER 11(B) REGARDING ACCESSIBILITY TO PRIVATELY OWNED HOUSING MADE AVAILABLE FOR PUBLIC USE IN ALL RESPECTS EXCEPT AS FOLLOWS: INSTEAD OF THE MINIMUM REQUIREMENTS ESTABLISHED IN 11B 233.3.1.1 AND 11B 233.3.1.3, ALL NEW CONSTRUCTION PROJECTS MUST PROVIDE A MINIMUM OF FIFTEEN PERCENT (15%) OF THE LOW INCOME UNITS WITH MOBILITY FEATURES, AS DEFINED IN CBC 11B 809.2 THROUGH 11B 809.4, AND A MINIMUM OF TEN PERCENT (10%) OF THE LOV INCOME UNITS WITH COMMUNICATIONS FEATURES, AS DEFINED IN CBC 11B 809.5. THESE UNITS SHALL, TO THE MAXIMUM EXTENT FEASIBLE AND SUBJECT TO REASONABLE HEALTH AND SAFETY REQUIREMENTS, BE DISTRIBUTED THROUGHOUT TH PROJECT CONSISTENT WITH 24 CFR SECTION 8.26.

EXTERIOR ACCESSIBILITY

PUBLIC STREET ACCESS	AN ACCESSIBLE ROUTE ALONG THE PUBLIC SIDEWALK, FROM PUBLIC TRANSPORTATION, STREET PARKING AND PUBLIC GARAGE PARKING TO THE BUILDING'S MAIN ENTRANCESON THORNTON AVENUE. THE SIDEWALKS FRONTING THE BUILDING WILL BE REFINISHED AND INCLUDE SLOPES WHICH ARE UNDER 5%. WALKWAYS & SIDEWALKS ALONG ACCESSIBLE ROUTES OF TRAVEL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: A. CONTINUOUSLY ACCESSIBLE B. MAX. 1/2" CHANGE IN ELEVATION OR PROVIDE CURB RAMPS COMPLYING WITH CBC 11B C. MIN. 48" WIDE, OR AS REQUIRED BY THE AHJ
COMON ON SITE OPEN SPACES	AN ACCESSIBLE EXTERIOR COURTYARD IS PROVIDED AT THE PODIUM LEVEL. THIS AREA WILL BE ACCESSED VIA AN ELEVATOR. THE GROUND OF THIS AREA WILL BE FLAT AND INCLUDE PAVERS AS WELL AS AN ADA CHILDREN'S PLAYGROUND BENCHES AND THE COURTYARD ELEMENTS WILL INCLUDE ACCESSIBLE FEATURES COMPLYING WITH CBC CHAPTER 11B.
ACCESSIBLE PARKING REQUIREMENTS	THE NUMBER OF ACCESSIBLE STALLS IS BASED ON TABLE 11B-208.2. THE TOTAL STALLS PROVIDED WITHIN THE GARAGE AR 39, AND AN ADDITIONAL 2 ACCESSIBLE STALLS (ONE VAN ACCESSIBLE) AND AN ADDITIONAL 1 EVSC ACCESSIBLE STALL. AN ACCESSIBLE PATH OF TRAVEL IS PROVIDED FROM ADAPTABLE DWELLING UNITS PRIMARY ENTRY DOOR TO THE VEHICULAR ENTRANCE AT THE GARAGE.
ELECTRIC VEHICLES	10% OF PARKING STALLS PROVIDED (OFF STREET) WILL INCLUDE ELECTRIC VEHICLE CHARGING. A TOTAL OF 4 PARKING STALLS, ONE ADA AND 3 WITHIN THE STACKER PARKING SYSTEM, WILL INCLUDE ELECTRIC VEHICLE CHARGING EQUIPMENT.

BUILDING ACCESSIBILITY

EXITING NEW BUILDING	AN ACCESSIBLE MEANS OF EGRESS AT THE GROUND FLOOR ARE PROVIDED ONTO THE PUBLIC STREETS. THE UPPER FLOOF INCLUDE STAIRS WITHIN TWO HOUR RATED ENCLOSURES AND COMPLYING WITH ACCESSIBILITY STANDARDS OF CBC CHAPTER 10 AND CHAPTER 11. THE BUILDING ALSO INCLUDES A HORIZONTAL EXIT AT FLOORS 3 THROUGH 7 WITH TWO WAY COMMUNICATION ON EITHER SIDE. A HORIZONTAL EXIT IS NOT REQUIRED AT THE LEVEL OF EXIT DISCHARGE.
TRASH VESTIBULE ROOMS	ACCESSIBLE TRASH VESTIBULE ROOMS ARE PROVIDED. ON THE UPPER FLOORS, THESE ROOMS ARE PROVIDED WITH THE REQUIRED MANOUVERING CLEARANCES AND ARE SERVED BY CHUTES AND AUTOMATED DOORS. ON THE GROUND FLOOR T TRASH VESTIBULE IS SERVED BY A WHEELCHAIR LIFT.
BIKE STORAGE ROOM	THE BIKE STORAGE ROOM IS ACCESSIBLE FROM STREET LEVEL AND ON THE GROUND FLOOR AND IS ACCESSIBLE TO AN INDIVIDUAL IN A WHEELCHAIR.
UNITS	59 UNITS COVERED MULTIFAMILY DWELLING WITH ELEVATOR ACCESS TO THEIR PRIMARY ENTRANCES, THE PRIMARY ENTRANCE OCCURS FROM INTERIOR CORRIDORS WHICH ARE SERVED BY ONE ELEVATOR. 15% OF THE UNITS (9 UNITS) WILL FOLLOW CBC 11B 809.2 THROUGH 11B 809.4 AND PROVIDING MOBILITY FEATURES. SEE FLOOR PLANS, FOR DISPERSION OF UNITS BY UNIT TYPE AND LOCATION. 10% UNITS (6 UNITS) SHALL PROVIDE COMMUNICATION FEATURES COMPLYING WITH CBC 11B 809.5 (PER ADA 233.3.1.2) ALSO REFERRED TO AS "HEARING/VISUALLY IMPAIRED" UNITS. SEE FLOOR PLANS, FOR DISPERSION OF UNITS. AT MOBILITY UNITS, THE KITCHEN UNIT COUNTERTOPS IS TO BE INSTALLED AT 34" AND OF SOLID SURFACE NOT REQUIRING REPOSITIONABILITY PER 11B 804.3.2. COVERED UNITS, TO INCLUDE SOLID SURFACE COUTERTOPS AT 36" PER 1133A.4.1. COVERED UNITS ARE TO BE ADAPTABLE PER CHAPTER 11A DIVISION IV WITH BLOCKING REINFORCING FOR FUTURE GRAB BARS INSTALLATION AND REMOVABLE BASE CABINETS IN THE KITCHEN AND BATHS. MANUAL AND AUTOMATIC FIRE ALARM SYSTEM THROUGHOUT. ALL RESIDENTIAL UNITS PRE-WIRED FOR HEARING IMPAIRED OCCUPANTS. ALL DWELLING UNITS EQUIPPED WITH 1 HORN IN THE LIVING AREA WITH CAPABILITY TO SUPPORT VISUAL ALARM NOTIFICATION APPLIANCE ALL BEDROOM AND OR SLEEPING AREAS SHALL BE PRE-WIRED WITH "BACK BOXES" FOR FUTURE INCLUSION OF VISUAL NOTIFICATION APPLIANCES. ACCESS CONTROL TO UNITS TO INCLUDE A TWO WAY COMMUNICATION ENTRY SYSTEM AND TTY COMMUNICATION SYSTEM CONNECTING TO THE HEARING IMPAIRED UNITS PER CBC 11B 708 & 708.4.
COMMONN AREAS	COMMON AREAS INCLUDING LOBBIES, OFFICES, COMMUNITY ROOM, BIKE PARKING ROOM, LAUNDRY ROOM, TRASH ROOMS TO COMPLY WITH STANDARDS IN CBC CHAPTER 11B.

CONSTRUCTION TYPE 3A FIRE-RESISTIVE REQUIREMENTS

TYPE 3A CONSTRUCTION PER CBC 602.3	TYPE 3A CONSTRUCTION PER CBC 602.3: TYPE 3A CONSTRCUTION IS THAT TYPE OF CONSTRUCTION IN WHICH THE EXTERIOR WALLS ARE OF NONCOMBUSTIBLE MATERIALS AND THE INTERIOR BUILDING ELEMENTS ARE OF ANY MATERIAL PERMITTED BY THIS CODE. FIRE-RETARDANT-TREATED WOOD FRAMING AND SHEATHING COMPLYING WITH SECTION 2303.2 SHALL BE PERMITTED WITHIN EXTERIOR WALL ASSEMBLIES OF A 2-HOUR RATING OR LESS.
EXTERIOR BEARING WALLS PER CBC TABLE 601	2-HR RATED CONSTRUCTION AT EXTERIOR BEARING WALL LOCATIONS
PRIMARY STRUCTURAL FRAME PER CBC TABLE 601	1-HR RATED CONSTRUCTION
INDIVIDUAL PRIMARY STRUCTURAL MEMBERS THAT REQUIRES FIRE RESISTIVE PROTECTION	1 AND 2 HOUR RATED CONSTRUCTION PER CBC TABLE 601 AND CBC 704.
TYPICAL FLOOR CONSTRUCTION PER CBC TABLE 601	1-HR RATED CONSTRUCTION
ROOF CONSTRUCTION PER CBC TABLE 601	1-HR RATED CONSTRUCTION
INTERIOR BEARING WALLS PER CBC TABLE 601	1-HR RATED CONSTRUCTION
INTERIOR NON-BEARING WALLS PER CBC TABLE 601	NON-RATED
WALLS SEPARATING DWELLING UNITS WITHIN R-2 PER CBC 420.2	1-HR RATED FIRE PARTITION [PER CBC 708]
FLOORS SEPARATING DWELLING UNITS WITHIN R-2 PER CBC 420.3	1-HR RATED HORIZONTAL ASSEMBLY [PER CBC 711]
HORIZONTAL BUILDING SEPARATION PER CBC 510	3-HR RATED HORIZONTAL SEPARATION [PER CBC 510]
FIRE WALL BUILDING SEPARATION FIRE WALL PER CBC 706	3-HR RATED VERTICAL SEPARATION [PER CBC TABLE 706.4]
HORIZONTAL EXIT WALL PER CBC 1025	2-HR RATED HORIZONTAL SEPARATION [PER CBC TABLE 706.4]
INTERIOR EXIT ENCLOSURES PER 1022.1	2-HR RATED FIRE BARRIER OR HORIZONTAL ASSEMBLY [CBC 707.3.2, 711]
EXIT PASSAGEWAYS PER CBC 1023.1	1-HR RATED FIRE BARRIER OR HORIZONTAL ASSEMBLY [CBC 707.3.4, 711]
CORRIDORS PER CBC 1018	1-HR RATED FIRE PARTITION [CBC 708] - BUILDING SPRINKLER SYSTEM REQUIRED
SHAFT ENCLOSURES PER CBC 713	2-HR RATED FIRE BARRIER OR HORIZONTAL ASSEMBLY [CBC 707.3.1, 711]
ELEVATOR	2-HR RATED FIRE BARRIER [CBC 707.3.1]
OCCUPANCY SEPARATIONS PER CBC TABLE 508.4	1-HR OCCUPANCY SEPARATIONS BETWEEN R-2 & A-3, R-2 & S-2, R-2 & U, S-2 & A-3

OTHER CODE PROVISIONS

AN UNVENTED ATTIC SPACE IS BEING PROVIDED IN COMPLIANCE WITH CBC SECTION 1202.3

WINDOWS IN HABITABLE ROOMS SHALL HAVE AN AREA OF 8% OF THE FLOOR AREA MIN. [CBC 1205.2] AND 4% OF THE FLOOR AREA FOR NATURAL VENTILLATION [CBC 1203.4.1]

EMERGENCY EGRESS WINDOWS ARE NOT REQUIRED PER EXCEPTION 1 IN SECTION 1031.2

ELEVATORS ARE NOT REQUIRED TO BE PART OF THE ACCESSIBLE MEANS OF EGRESS IN BUILDINGS 4 STORIES ABOVE THE LEVEL OF EXIT DISCHARGE (5 STORIES) WHEN A HORIZONTAL EXIT IS PROVIDED PER CBC 1009.2.1 EXCEP

STAIRWAYS TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 11A AND 11B.

AREAS OF REFUGE IN STAIRWELLS ARE NOT REQUIRED IN THIS BUILDING PER CBC 1007.3 EXCEPTION 2 AND 6. AREAS OF REFUGE WITH TWO WAY COMMUNICATION ARE PROVIDED AT THE HORIZONTAL EXIT.

CLEAR WIDTH OF 48" BETWEEN HANDRAILS NOT REQUIRED PER CBC 1007.3 EXC. 1

FIRE EXTINGUISHERS SHALL BE MOUNTED IN COMMON AREAS, CORRIDORS, PATH OF EXIT TRAVEL AT OR LESS THAN 75' FROM ANY LOCATION OR 1 FIRE EXTINGUISHER EVERY 3,000 S.F. WHICHEVER RESULTS IN A HIGHER COUNT PER NFPA 10. SEE PLANS FOR LOCATIONS.

HORIZONTAL PENETRATIONS WITHIN BOXED OUT ENCLOSURES AND WALLS TO BE FIRE CAULKED AND COMPLY WITH THE PROVISIONS WITHIN CBC 714.4.1.1

DRAFTSTOPS IN FLOOR/CEILING ASSEMBLIES ARE NOT REQUIRED PER CBC 718.3.2 EXCEPTION 1

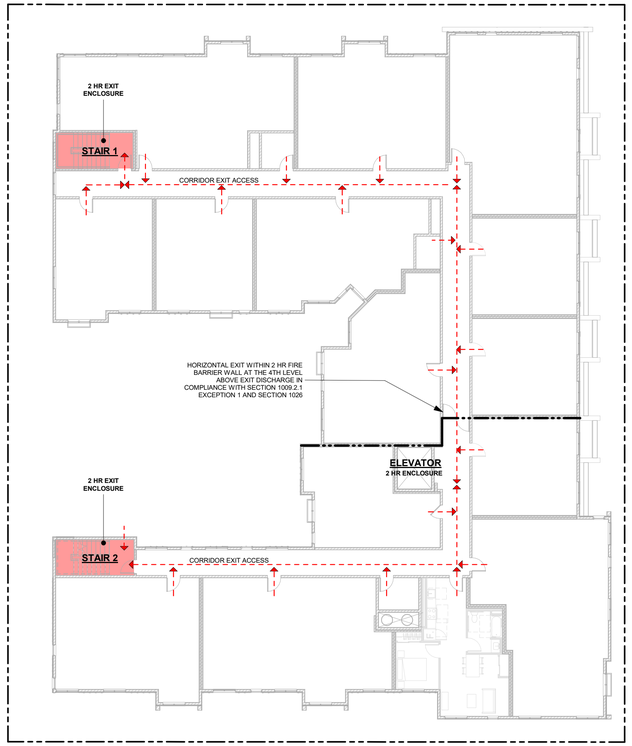
DRAFTSTOPS IN ATTICS ARE NOT REQUIRED PER CBC 718.4.2 EXCEPTION 2 (AN UNVENTED ATTIC IS BEING PROVIDED)

CORRIDOR PARTITION WALL RATING CAN TERMINATE AT UNDERSIDE OF CEILING AND NOT EXTEND TO ROOF SHEATHING OR FLOOR SHEATHING ABOVE IF FIREBLOCKING AND DRAFTSTOPPING IS INSTALLED [PER CBC 708.4]

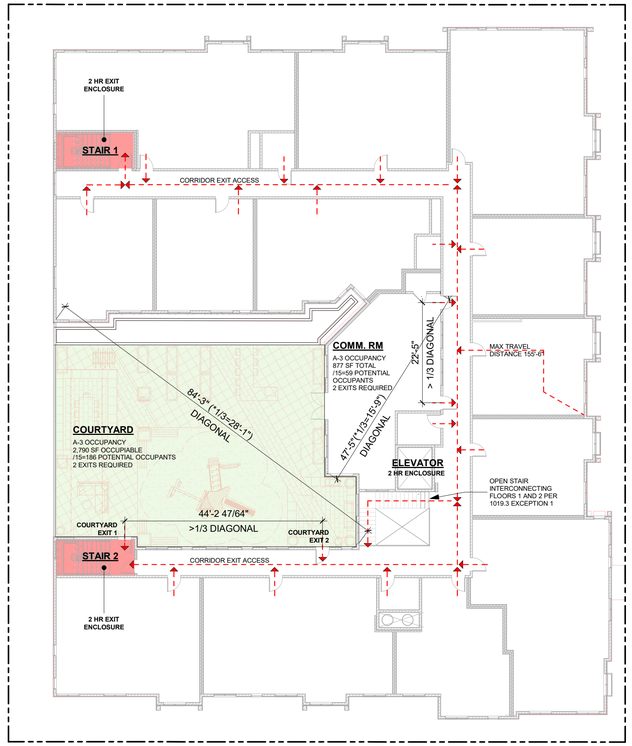
INTERIOR FINISHES, DECORATIVE MATERIALS AND FURNISHINGS TO COMPLY WITH THE REQUIREMENTS OF THE 2019 CALIFORNIA FIRE CODE CHAPTER 8.

RESIDENTIAL UNITS ARE GOVERNED BY CHAPTER 11B & THE FAIR HOUSING ACT; MOBILITY UNITS AND ALL ALL COMMON AREAS ARE GOVERNED BY CHAPTER 11B & ADAAG

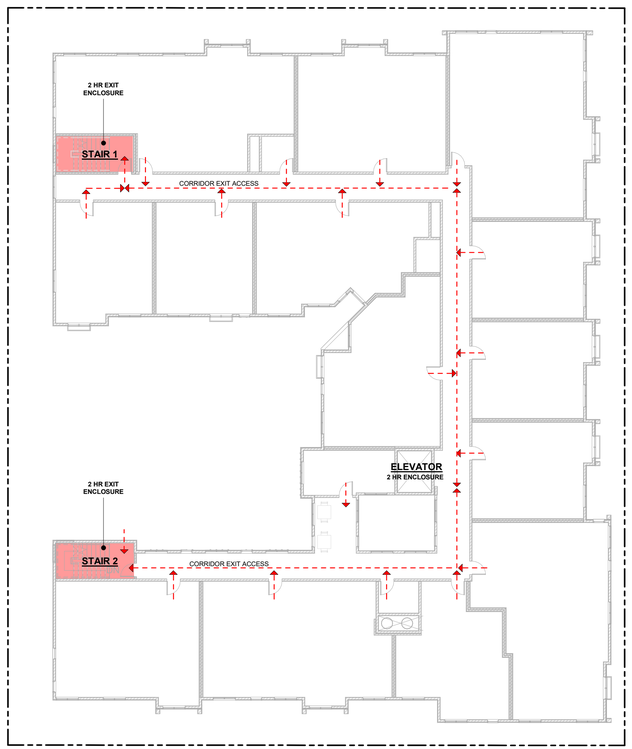
FIRE RESISTANCE RATING AT TRANSITIONS BETWEEN RATED WALL TO WALL ASSEMBLIES AND WALL TO FLOOR CEILING ASSEMBLIES CAN BE ACCOMPLISHED THROUGH SOLID BLOCKING BASED ON PROVISIONS WITHIN THE CBC AS WELL AS BASED ON STANDARD ASTM TESTING AND INFORMATION PUBLISHED BY THE USDA. CBC SECTION 722.63 PROVIDES FORMULAS FOR CALCULATING THE FIRE RESISTANCE RATING IN MINUTES OF EXPOSED WOOD MEMBERS WHICH CAN BE USED WHEN BUILDING UP SOLID BLOCKING CONDITION. AT THE SAME TIME, TABLE 722.6.2(2) ASSIGNS 20 MINUTES TO A STANDARD 2X4 16" o.c. WOOD FRAMED WALL. IN ADDITION, BASED ON STANDARD ASTM E 119, THE USDA *"WOOD HANDBOOK: WOOD AS AN ENGINEERING MATERIAL"* ASSIGN A CHARRING RATE OF 1.5 INCHES PER HOUR FOR DOUGLAS-FIR IN CHAPTER 18 OF THIS TECHNICAL REPORT (FIRE SAFETY OF WOOD CONSTRUCTION). A PARTIAL COPY OF THIS CHAPTER WITH THE RELEVANT SECTION IS INCLUDED ON THIS SHEET AND ADDITIONAL INFORMATION CAN BE PROVIDED. DETAILS IN THIS SET ARE SHOWN BOTH WAYS WITH THE CONCEPT THAT THIS IS A MEANS AND METHODS PROCEDURE FOR THE BUILDER. DETAILS ON THE A7 SERIES SHOW THE SOLID BLOCKING ALTERNATIVE AT THE SHAFT WALL LOCATIONS WHILE DETAILS ON SHEET A8.22 SHOW BOTH SCENARIOS CONTINUOUS GYPSUM BOARD AT THE TRANSITIONS BETWEEN THE FLOORS AND THE EXTERIOR WALLS AND THE SOLID BLOCKING. AS SUGGESTED IN THE DRAWINGS, THE FIRE PROTECTION AT THESE TRANSITIONS COULD BE ACCOMPLISHED EITHER WAY AND IS UP TO THE DISCRETION OF THE BUILDER.



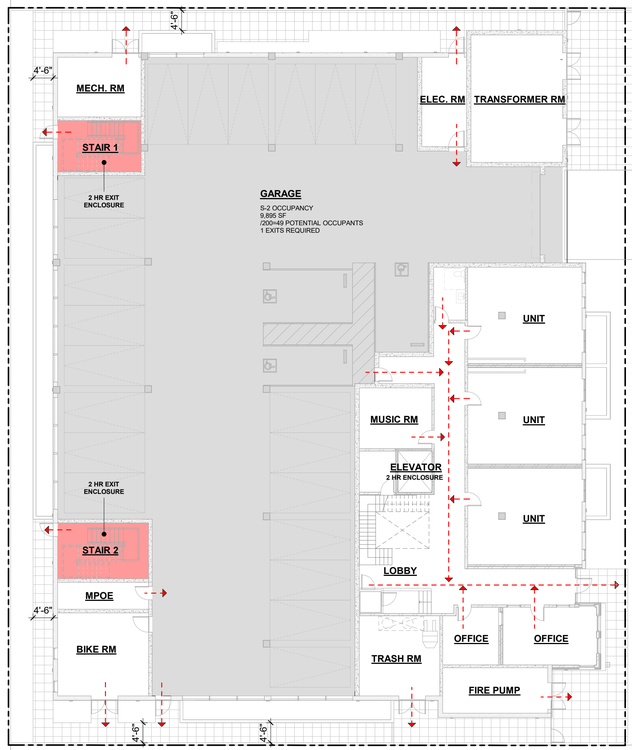
4 A0.8 **5TH FLOOR PLAN**
SCALE: 1/16" = 1'-0"



2 A0.8 **2ND FLOOR PLAN**
SCALE: 1/16" = 1'-0"



3 A0.8 **3RD-4TH FLOOR PLAN**
SCALE: 1/16" = 1'-0"



1 A0.8 **1ST FLOOR PLAN**
SCALE: 1/16" = 1'-0"

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CONSULTANT 5 FULL ADDRESS

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6375 THORNTON AVE

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EGRESS PLAN

JOB #: 2314
SCALE: As indicated

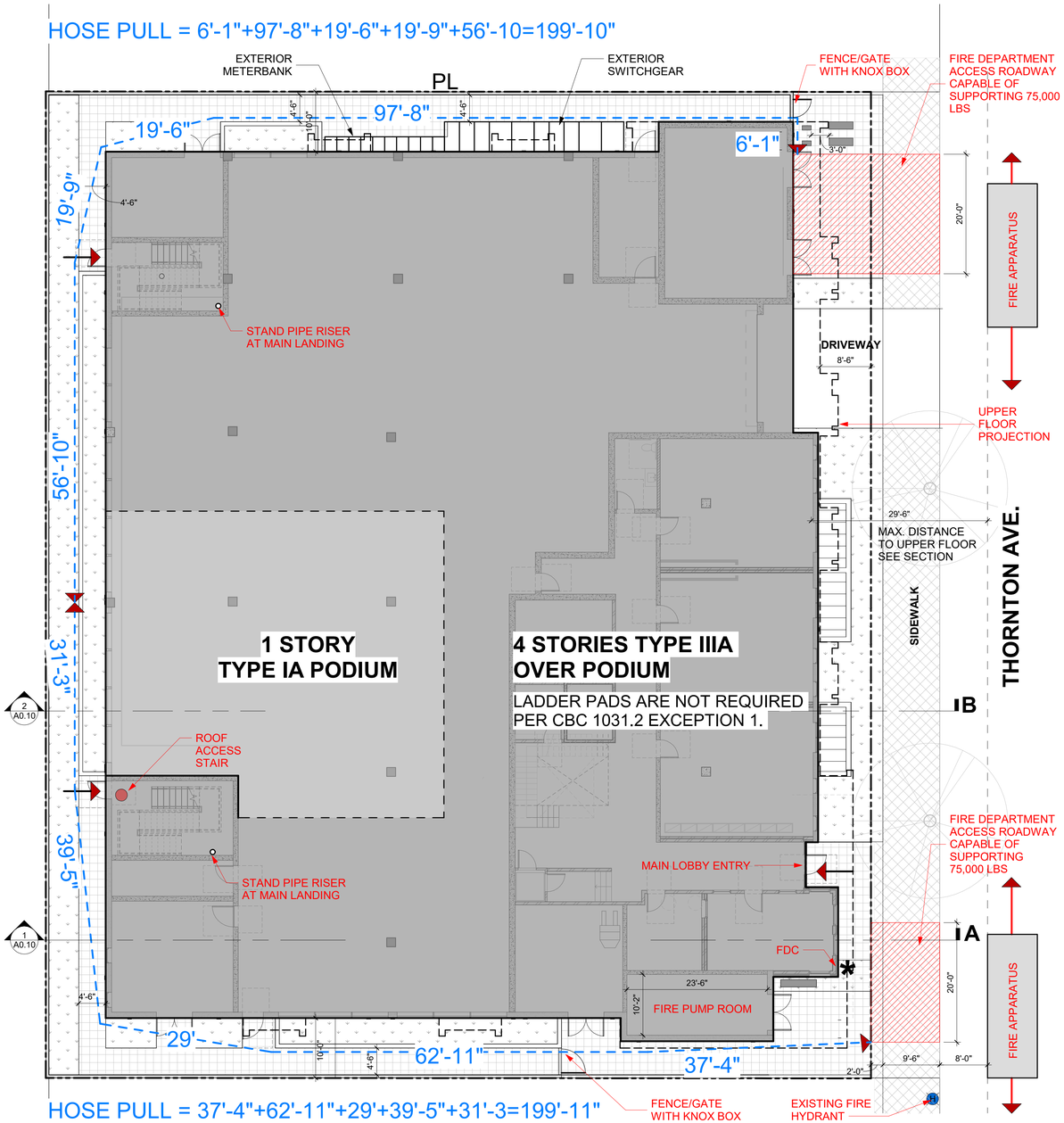
A0.8

DATE: 02/13/25

LEGEND

- FIRE APPARATUS ACCESS
- FIRE DEPARTMENT HOSE PULL
- FIRE FIGHTER ACCESS TO THE BUILDING
- STANDPIPE RISER AT STAIRS (MAIN LANDING)
- EXISTING FIRE HYDRANT
- ROOF ACCESS VIA STAIRS
- FIRE DEPARTMENT CONNECTION (FDC)

NOTE:
PER FIRE CODE SECTION 503.1.1 EXCEPTION 1.1 AN INCREASE IN THE 150' HOSE PULL MEASUREMENT IS PERMITTED WHEN THE BUILDING IS FULLY FIRE SPRINKLERED. AS DISCUSSED WITH THE ALAMEDA COUNTY FIRE DEPARTMENT, AN INCREASE IN 50' TO 200' FROM THE STAGING AREA HAS BEEN PERMITTED AND WHAT THIS BUILDING IS DESIGNED TO.



4 A0.9 **FIRE ACCESS DIAGRAM-1ST FLOOR**
SCALE: 3/32" = 1'-0"

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CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

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CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

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THORNTON AVE

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SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

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FIRE ACCESS DIAGRAM

JOB #: 2314
SCALE: As indicated

A0.9

DATE: 02/13/25

The Fire Consultants, Inc.

December 23, 2024

Via E-mail: Ben@vmwp.com

Ben Chuaqui
Van Meter William Pollak LLP
333 Bryant Street, Suite 300
San Francisco, CA 94107

6347 THORTON AVENUE – NEWARK
FIRE FLOW AND WATER SUPPLY

Dear Ben,

This letter summarizes The Fire Consultants, Inc. (TFC) review of the fire water supply and required fire flow for the proposed mixed-use residential apartment building at 6347-75 Thornton Ave in Newark, CA. The project is currently being designed to meet the 2022 California Building Standards with the City of Newark Amendments. The project proposes a five-story residential apartment building with a podium-style construction approach. The first floor is Type IA, with four levels of Type III-A above. The first floor includes back-of-house mechanical spaces, a parking garage, offices, and three residential units. The second through fifth floors include residential apartments with a courtyard on the 2nd floor. The parking garage is planning to include two level car stackers. An NFPA 13 sprinkler system will protect the building. The Fire Flow related requirements are outlined in California Fire Code (CFC) Appendix Chapter B. The City of Newark has adopted Appendix B without amendments.

The available water supply at 20 psi residual pressure is calculated based on the method from the NFPA Fire Protection Handbook, 18th ed, page 6-104. Calculations are as follows, based on water flow information provided by the Alameda County Water District dated May 9, 2019 with hydrant flowing from the water main on Thornton Ave.

S= static pressure of 71 psi
R1= test residual pressure of 56 psi
Q1= test flow of 1170 gpm at residual of 56 psi (R1)
R2= residual pressure of 20 psi (maximum fire flow pressure per CFC Appendix B)
Q2=flow at a residual pressure of 20 psi (R2)
Q2 = Q1 *((S-R2)0.54/(S-R1)0.54)
Q2= 2265 gpm – Flow available at 20 psi residual.

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The following is the fire flow calculation for mixed construction type per CA Office of the Stae Fire Marshal (OFSM) Interpretation 11-015.

Total Building Area:
31,605 square feet (Type I-A) + 38,865 square feet (Type III-A) = 70,470 square feet

Fire Flow per construction type, per CFC Table B105.1(2):

Type I-A at 70,470 square feet = 2750 gpm
Type III-A at 70,470 square feet = 4750 gpm

Percentage of building:
Type I-A = 31,605/070,470 x 100 = 45%
Type III-A = 38,865/070,470 x 100 = 55%

(0.448 x 2,750 gpm) + (0.552 x 4,750 gpm) = 3,853 gpm

Required fire flow per CFC Table B105.2
Table B105.2 allows 75% reduction for NFPA 13 sprinkler protection throughout
0.25 x 3,853 = 964 gpm

Table B105.2 footnote a requires a minimum fire flow shall be not less than 1,000 gpm for an NFPA 13 sprinkler system.

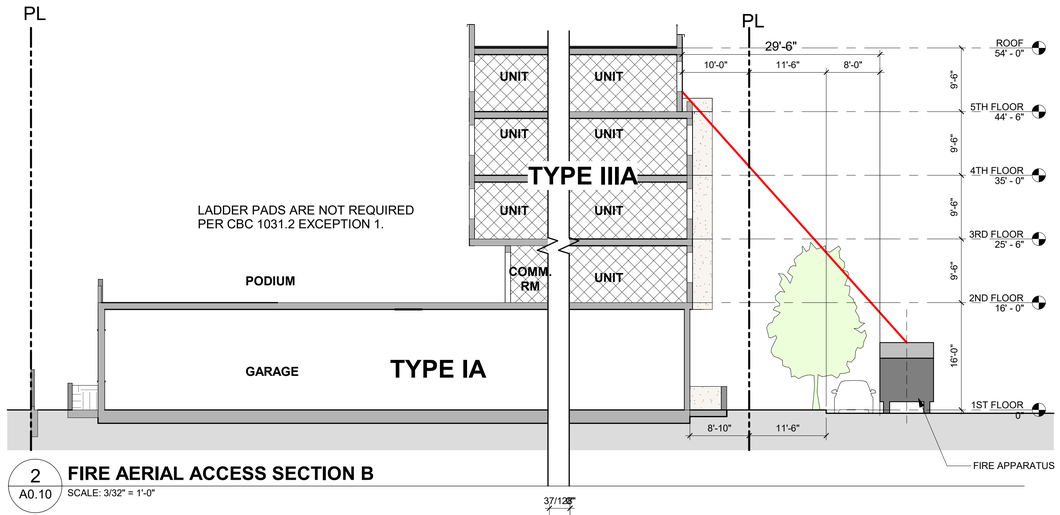
The following table provides a summary of this calculation and compares it with the assumed fire sprinkler demand based on the two story car stackers with a demand of 0.4 gpm/ft^2 over 2,500 ft^2. The water supply is required to be above the greater of these two demands.

Description	Requirement
Minimum fire flow requirements based on the 2022 CFC, Tables B105.1(2) and B105.2 as adopted by the City of Newark, for Type I-A and V-A mixed construction as described above, including maximum reduction for sprinkler protection.	1,000 gpm for 2 hours
Estimated fire flow for fire sprinkler system design: Extra Hazard 2 sprinkler demand (0.4 gpm/sq ft over 2500 sq ft) for the two story car stackers in the parking garage	1000 gpm 40% safety factor assigned to sprinkler flow for hydraulic adjustment
Total sprinkler demand	1400 gpm total sprinkler demand
Inside/outside combined hose requirement for hazard classification identified above, from NFPA 13 (2022) Table 19.2.3.1.2 for hydraulically designed systems.	500 gpm
Total required (higher of sprinklers and hose, or fire flow)	1,900 gpm
Available at 56 psi residual	1,170 gpm
Available at 20 psi, calculated	2,265 gpm

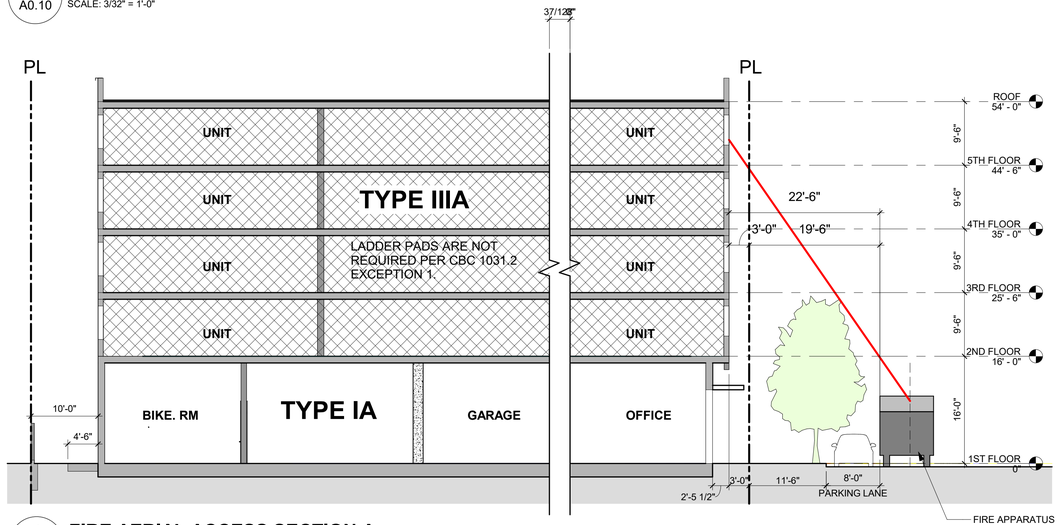
Based on the calculated fire flow and assumed fire sprinkler system demand, the provided water supply (dated May 9, 2019) of 2,265 gom at 20 psi building is adequate for the building.

12/23/2024
Connor McGill, P.E. Date

CAM/:cm
19-2283/ LTCM 6347 Thornton Avenue Fire Flow and Water Supply



2 A0.10 **FIRE AERIAL ACCESS SECTION B**
SCALE: 3/32" = 1'-0"



1 A0.10 **FIRE AERIAL ACCESS SECTION A**
SCALE: 3/32" = 1'-0"

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Orinda, CA 94563

☐ CONSULTANT DISCIPLINE 3
CONSULTANT NAME 3
CONSULTANT 3 FULL ADDRESS

☐ CONSULTANT DISCIPLINE 4
CONSULTANT NAME 4
CONSULTANT 4 FULL ADDRESS

☐ CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

☐ CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:
SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

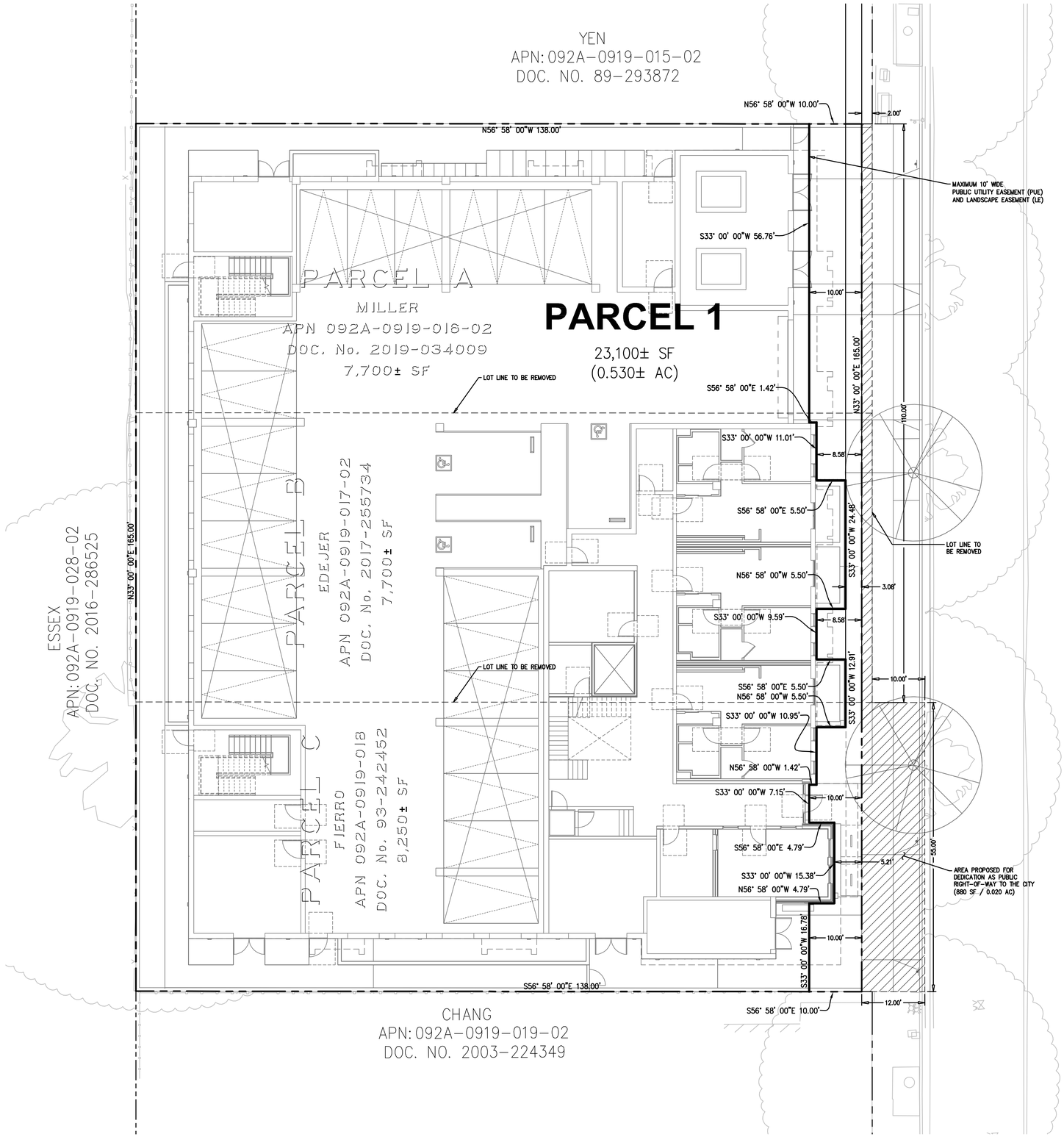
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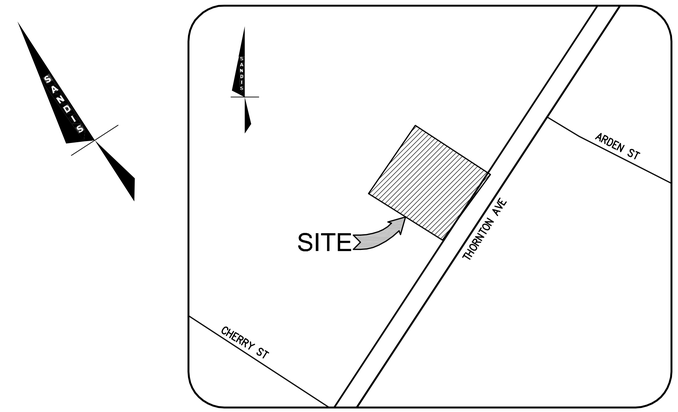
FIRE ACCESS DIAGRAMS

JOB #: 2314
SCALE: 3/32" = 1'-0"

A0.10

DATE: 02/13/25





VICINITY MAP
N.T.S.

ZONING COMPLIANCE MATRIX

100% AFFORDABLE DEVELOPMENT WITH 80% STATE DENSITY BONUS: UP TO FOUR CONCESSIONS AND UNLIMITED WAIVERS AND NOT MORE THAN 1.5 PARKING SPACES PER UNIT				
SITE REGULATIONS (TABLE 17.07.030)	ZONING STANDARD	PROVIDED	WAIVER / CONCESSION	COMMENTS / DISCUSSION
MAXIMUM DENSITY	25 - 60 UNITS / ACRE	109 UNITS / ACRE		CURRENT DENSITY IS AS PART OF 80% DENSITY BONUS: 60 UNITS / ACRE IN 0.54 ACRE = 32.4 UNIT x 1.8 = 58.6 OR 59 UNITS. 59 UNITS PROVIDED
MAXIMUM LOT COVERAGE (% OF LOT)	55%	76%	WAIVER	A WAIVER IS NEEDED FOR MAXIMUM LOT COVERAGE, DETAIL SEE A0.5
SETBACKS (FT)				
FRONT	15 FT.	3 FT FROM PROPERTY LINE	WAIVER	A WAIVER IS NEEDED FOR A 40' SEGMENT OF THE FRONT SETBACK
OPEN SPACE				
MIN. LANDSCAPE AREA PER PARCEL (per table 17.07.030)	25% OF LOT OR 5,913 SF	2,238 SF AT GROUND LVL. + 1,773 SF IN COURTYARD = 4,011 SF	WAIVER	A WAIVER IS NEEDED , DETAIL SEE A0.6
MIN. USABLE OPEN SPACE per 17.07.030 (200 SQ. FT /unit)	11,800 SQ. FT.	3,230 COMMON COURTYARD	WAIVER	A WAIVER IS NEEDED, DETAIL SEE A0.5
VEHICULAR PARKING				
1.5 SPACE PER STUDIO OR 1 BEDROOM 2 SPACES PER 2 BEDROOM OR MORE 1.25 GUEST SPACES PER UNIT (Table 17.23.040)"	178 REQUIRED BY ZONING, AND 85 BY 80% DENSITY BONUS LAW (1.5/UNIT)	42 STALLS -(1) ACCESS VAN -(1) ACCESS STANDARD -(1) ACCESS VAN W/EV CHARGER -(39) PARKING STACKER STALLS	WAIVER	A WAIVER IS NEEDED, DETAIL SEE A0.5

PARCEL INFORMATION:

APN	092A-0919-016-02, 092A-0919-017-02, 092A-0919-018
TOTAL AREA	23,650 SQUARE FEET (0.543 ACRES)
OWNER	SATELLITE AFFORDABLE HOUSING ASSOCIATES
DEVELOPER	SATELLITE AFFORDABLE HOUSING ASSOCIATES
DEVELOPER ADDRESS:	1835 ALCATRAZ AVE., BERKELEY, CA 94703
TENTATIVE PARCEL MAP No.	11422
FLOOD ZONE:	ZONE "X", FEMA FIRM PANEL No. 06001C0441G, EFFECTIVE AUGUST 3, 2009

UTILITY PROVIDERS:

WATER:	ALAMEDA COUNTY WATER DISTRICT
STORM:	CITY OF NEWARK
SEWER:	UNION SANITARY DISTRICT
ELECTRIC:	PACIFIC GAS & ELECTRIC
NATURAL GAS:	PACIFIC GAS & ELECTRIC
CABLE TELEVISION:	COMCAST

LEGEND

- EXISTING PROPERTY LINE TO REMAIN
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE TO BE REMOVED
- PROPOSED EASEMENT
- RIGHT-OF-WAY DEDICATION AREA

0' 2' 5' 10' 20'
1 INCH = 10 FT

PURPOSE OF SURVEY

THIS MAP IS FOR A PROPOSED MERGER OF 3 PARCELS (APN 092A-0919-16-2, APN 092A-0919-17-2 AND APN 092A-0919-18-2) INTO ONE PARCEL FOR THE PURPOSE OF NEW DEVELOPMENT.

BOUNDARY NOTE

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CIVIL SHEET INDEX

T-1 TENTATIVE PARCEL MAP
T-2 EXISTING CONDITIONS PLAN
T-3 PRELIMINARY SITE AND GRADING PLAN
T-4 PRELIMINARY UTILITY PLAN
T-5 PRELIMINARY STORMWATER MANAGEMENT PLAN

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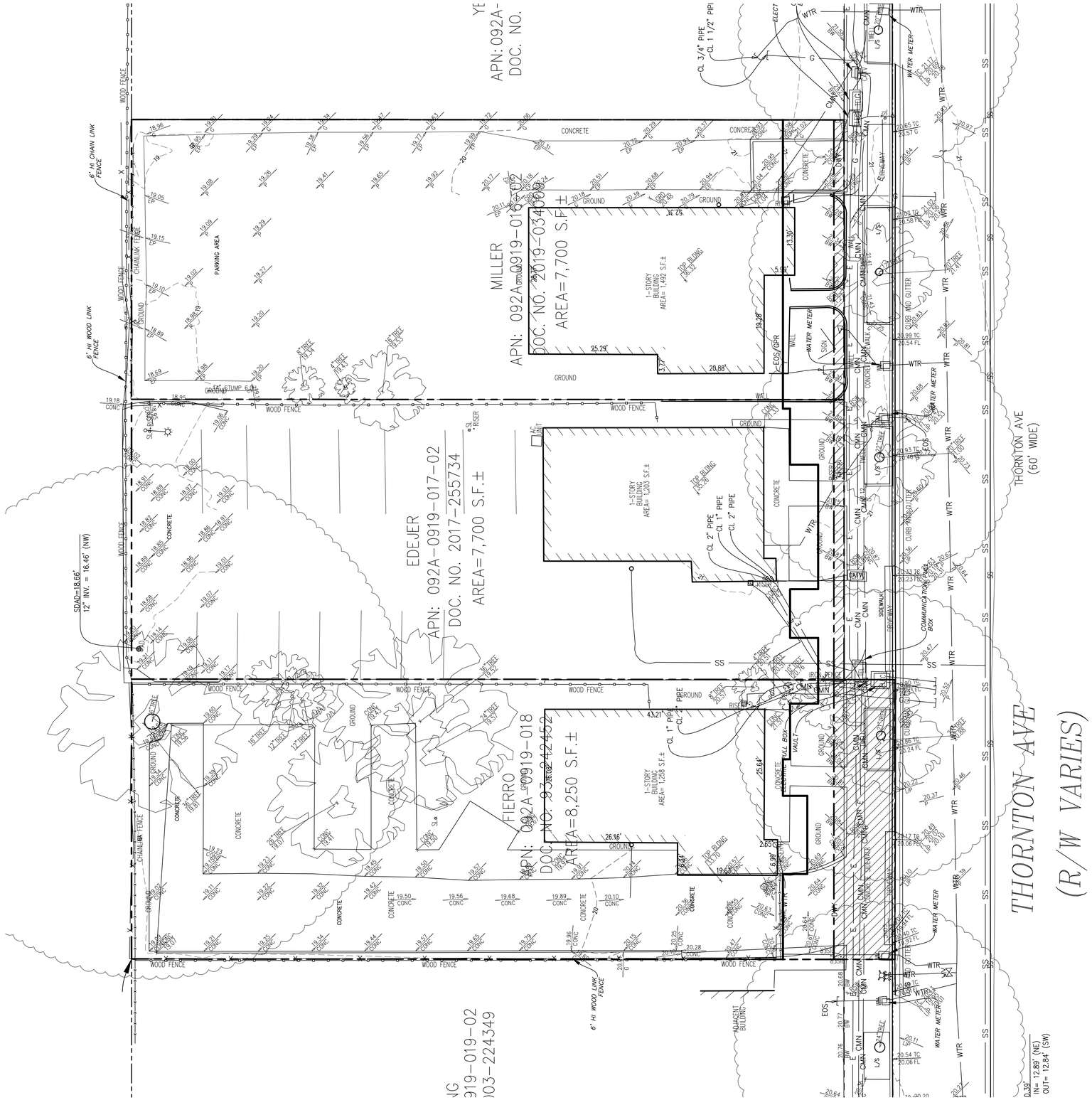
TENTATIVE PARCEL MAP

JOB #: 2314
SCALE: 1"=10'

T-1

DATE: 02/13/25

TENTATIVE PARCEL MAP No. 11422



1 INCH = 10 FT

UNDERGROUND UTILITY NOTE

THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY.

BENCHMARK

THE ELEVATION REFERENCE FOR THIS SURVEY IS A NEWARK CITY BENCHMARK, BM ID THO-CHE 1978, LOCATED AT THE INTERSECTION OF THORNTON AVENUE AND CHERRY STREET, CENTERLINE S/E CURB RETURN.

ELEVATION= 19.201 FEET

SURVEY NOTES

1. *ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.*
2. *DATES OF FIELD SURVEY: 10/13/2023.*
3. *EXISTING DATA IS A COMBINATION OF AN ALTA SURVEY PERFORMED BY LUK & ASSOCIATES IN MARCH 2023 AND ADDITIONAL FIELD TOPOGRAPHIC SURVEY BY SANDIS IN OCTOBER 2023.*

ABBREVIATIONS

AD	– AREA DRAIN
BFP	– BACKFLOW PREVENTOR
BM	– BENCHMARK
BW	– BACK OF WALK
CATV	– CABLE TELEVISION PULLBOX
CHKSHT	– SURVEY CHECK SHOT
CLF	– CHAIN LINK FENCE
CNPT	– SURVEY CONTROL POINT
COM–PB	– COMMUNICATIONS PULLBOX
CONC	– CONCRETE
EP	– EDGE OF PAVEMENT
EPB	– ELECTRICAL PULLBOX
FH	– FIRE HYDRANT
FL	– FLOW LINE
FND MON	– FOUND SURVEY MONUMENT
G	– GROUND
GM	– GAS METER
HB	– HOSE BIBB
LIP	– LIP OF GUTTER
P	– PAVEMENT ELEVATION
SSCO	– SANITARY SEWER CLEANOUT
SSMH	– SANITARY SEWER MANHOLE
STL–S	– SINGLE–ARM STREET LIGHT
TC	– TOP OF CURB
VLT	– VAULT
WF	– WOOD FENCE
WM	– WATER METER
WV	– WATER VALVE

LEGEND

ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

- *EDGE OF PAVEMENT*
- *CURB LINE*
- *CURB & GUTTER LINE*
- *CONTOURS*
- *FACE OF CURB LINE*
- *FLOW LINE*
- *FENCE LINE, TYPE / HEIGHT AS INDICATED*
- *STORM DRAIN LINE*
- *SANITARY SEWER LINE*
- *WATER LINE*
- *NATURAL GAS LINE*
- *UNDERGROUND ELECTRIC LINE*
- *COMMUNICATION LINE*
- *UNKNOWN UTILITY LINE*
- *DRAIN INLET (ROUND)*
- *SANITARY SEWER MANHOLE*
- *SANITARY SEWER CLEANOUT*
- *WATER VALVE*
- *BACKFLOW PREVENTOR*
- *FIRE HYDRANT*
- *HOSE BIBB*
- *GAS METER*
- *ELECTROLIER WITH MAST ARM*
- *SPOT ELEVATION*
- *TREE WITH DRIPLINE, SIZE AS INDICATED*

BOUNDARY NOTE

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SANDIS — BUILD ON. SANDIS.NET

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6375 THORNTON AVE

Client:

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

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EXISTING CONDITIONS PLAN

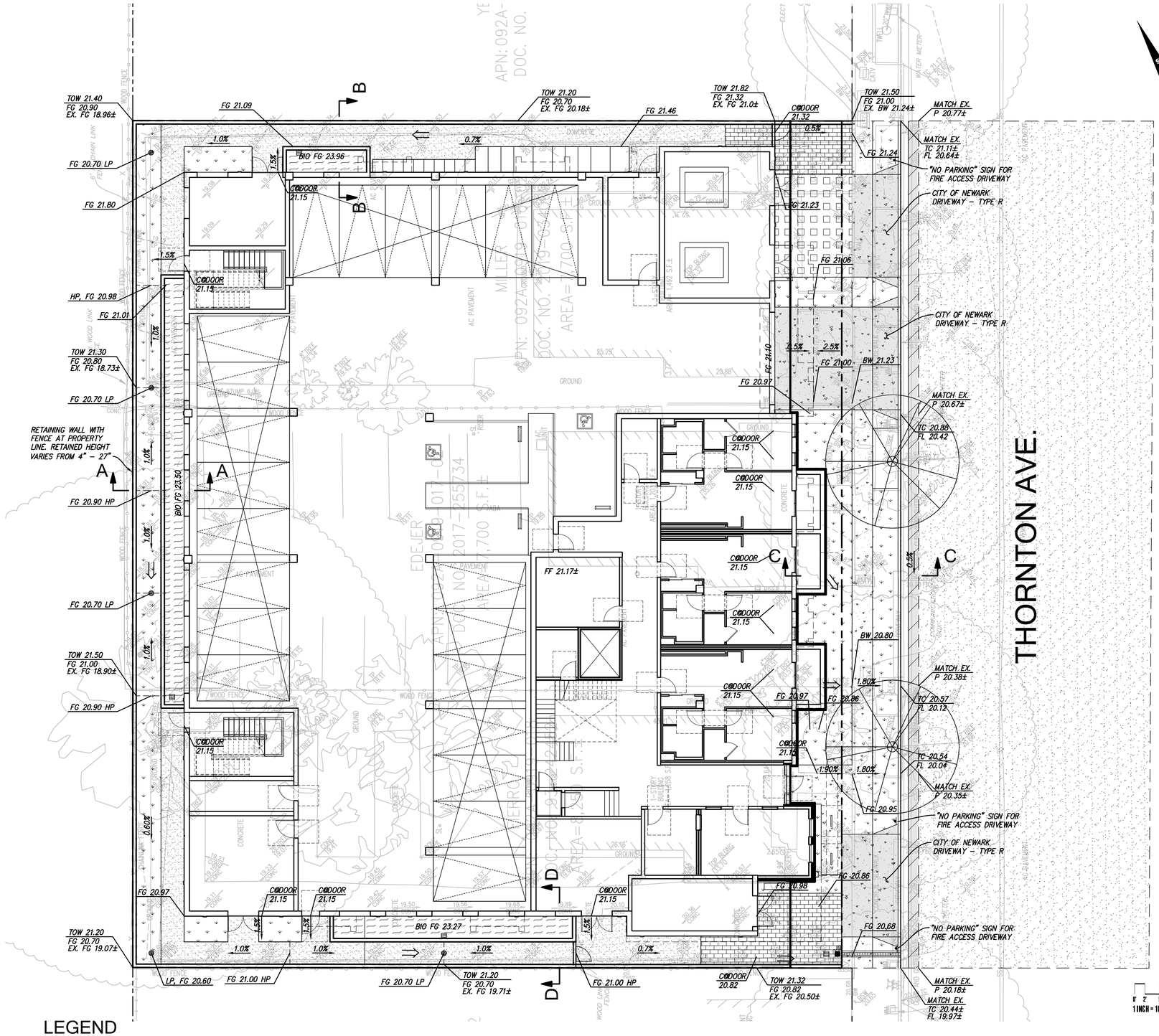
JOB #: 2314

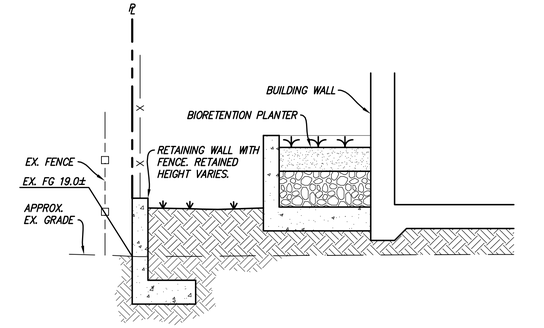
SCALE: 1"=10'

T-2

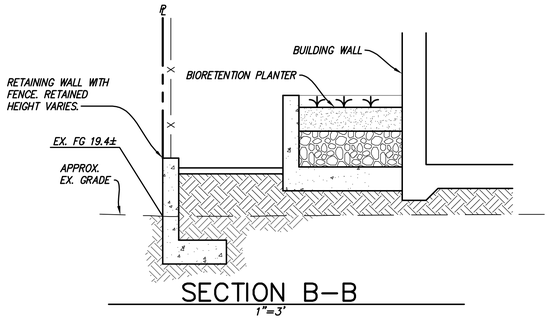
DATE: 02/13/25

TENTATIVE PARCEL MAP No. 11422

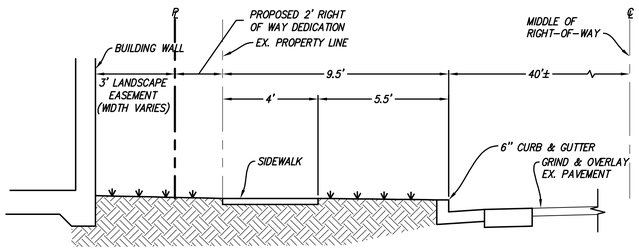




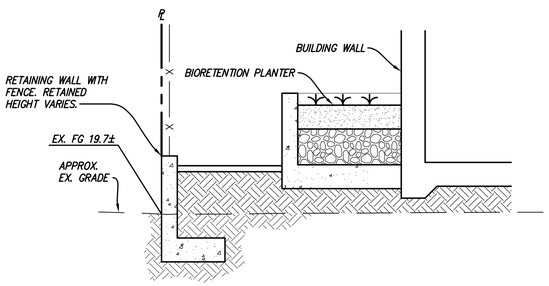
SECTION A–A
1"=3'



SECTION B–B
1"=3'



SECTION C–C
1"=3'



SECTION D–D
1"=3'

LEGEND

- PROPERTY LINE
- GRADE BREAK
- CURB & GUTTER
- OVERLAND RELEASE PATH
- CONCRETE SIDEWALK
- VEHICULAR CONCRETE
- PLANTING
- BIO–TREATMENT AREA
- PERVIOUS PAVERS
- PERVIOUS CONCRETE
- 2" ASPHALT GRIND & OVERLAY
- AC DEEP LIFT
- VEHILCE RATED TUF PAVER

TENTATIVE PARCEL MAP No. 11422

File: x:\P\623052\4_engineering\2_plan sets\3_sheet set\ONSITE\T-3 PRELIMINARY SITE AND GRADING PLAN.dwg Date:Feb 14, 2025

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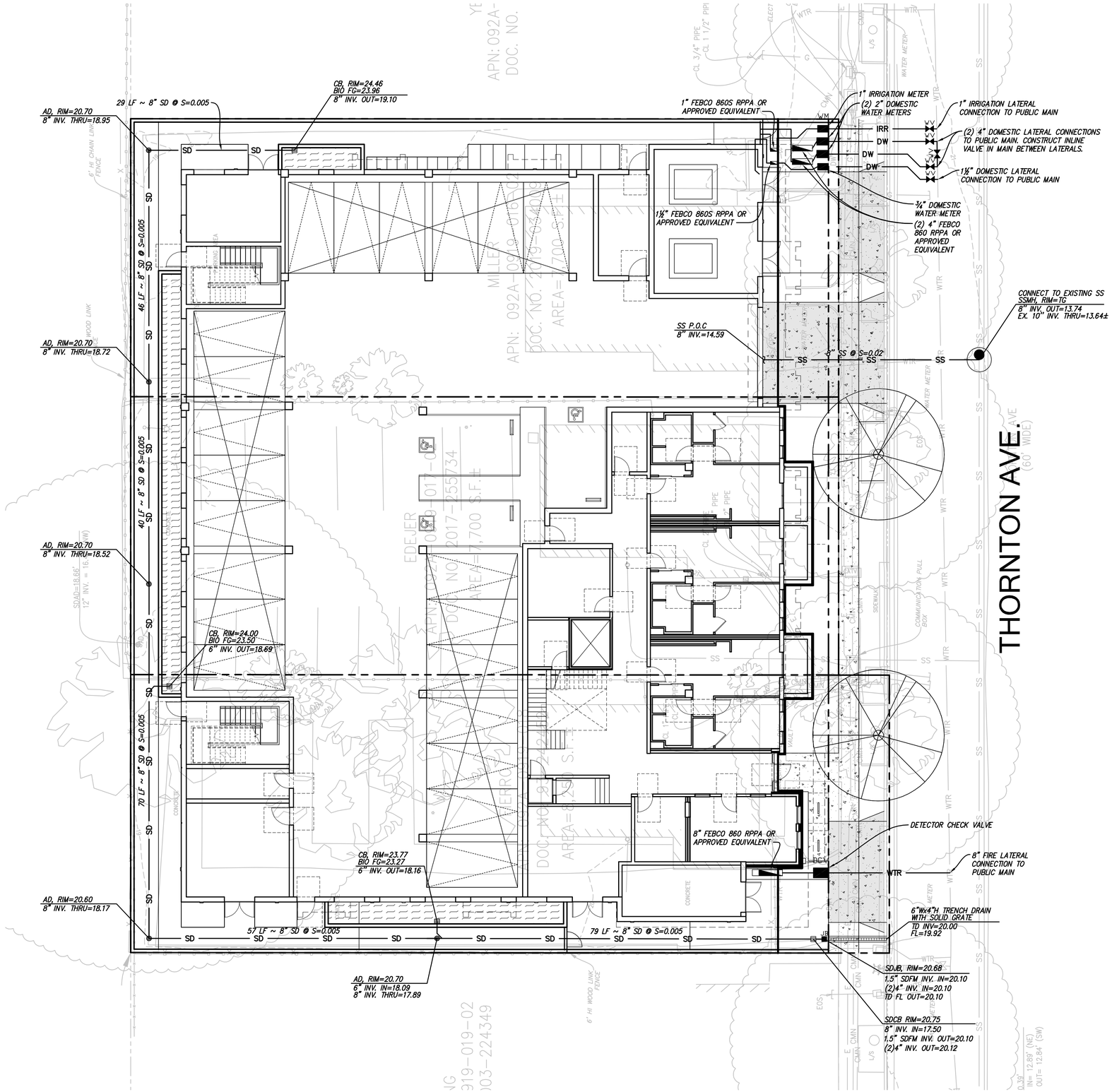
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BERKELEY, CA 94703

PRELIMINARY SITE AND GRADING PLAN

JOB #: 2314
SCALE: 1"=10'

T-3

DATE: 02/13/25

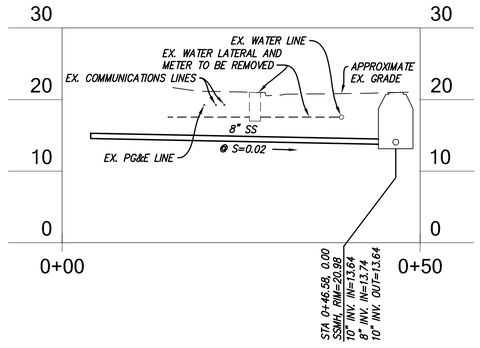




LEGEND

PROPERTY LINE

BIO-TREATMENT AREA



SS LATERAL PROFILE

SCALE: 1"=10'

ACWD NOTES

1. PROJECT PROPONENT TO CONTACT ACWD GROUNDWATER RESOURCES DIVISION, AT 510-668-4460 IF THIS PROJECT WILL INVOLVE A DEMOLITION, AND GRADING OR EXCAVATION WORK THAT IS MORE THAT 3-FEET BELOW EXISTING GRADE SUCH AS AN UNDERGROUND PARKING GARAGE, UNDERGROUND STORAGE, INSTALLING PILINGS, GROUNDWATER WELLS, OR ELEVATOR SHAFTS.

2. THE PIPELINE BETWEEN THE ACWD DEVICES, AND PROJECT PROPONENT INSTALLED REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLIES (RPS) MAY BE REQUIRED TO BE SLEEVED OR ENCASED IN 50 PSI CEMENT SLURRY BY THE PROJECT PROPONENT UNDER ACWD OVERSITE. NO DEVICES OR LATERALS SHALL BE CONNECTED BETWEEN ACWD DEVICES AND PROJECT PROPONENT INSTALLED RPS. PROJECT PROPONENT TO CONTACT ACWD CROSS CONNECTION CONTROL UNIT AT 510-668-6504 REGARDING RP MAKE AND MODEL APPROVAL, LOCATION APPROVAL, AND INSPECTION OF PIPELINE BETWEEN ACWD DEVICES AND PROJECT PROPONENT INSTALLED BACKFLOW PREVENTER BEFORE INSTALLING ANY BACKFLOW PREVENTER.

3. ACWD TO REMOVE ALL EXISTING WATER METERS AND ABANDON SERVICE LINES AT THE MAIN AT THE PROJECT PROPONENT'S EXPENSE.

FIRE FLOW TEST DATA

HYDRANT 1, THORTON AVE. AT NEWARK BLVD.
12-INCH LINE — STATIC PRESSURE = 71 PSI
FIRE HYDRANT #562 — AVAILABLE FLOW @ 20 PSI = 3,700 GPM

FIRE FLOW REQUIREMENTS

CONSTRUCTION TYPE:	3-A	
GROSS BUILDING FLOOR AREA:	75,390 SF	
FULLY SPRINKLERED:	YES	
REFERENCE FIRE FLOW	4,000 GPM	(CFC TABLE B105.1(2))
% OF REF. FIRE FLOW REQUIRED	25%	(CFC TABLE B105.2)
REQUIRED FIRE FLOW:	1,500 GPM	
REQUIRED FIRE FLOW DURATION:	2 HR	(CFC TABLE B105.1(2) & B105.2)
REQUIRED NUMBER OF HYDRANTS:	1	(CFC TABLE C102.1)
AVERAGE HYDRANT SPACING:	500 FT	(CFC TABLE C102.1)

0' 2' 5' 10' 20'
1 INCH = 10 FT

TENTATIVE PARCEL MAP No. 11422

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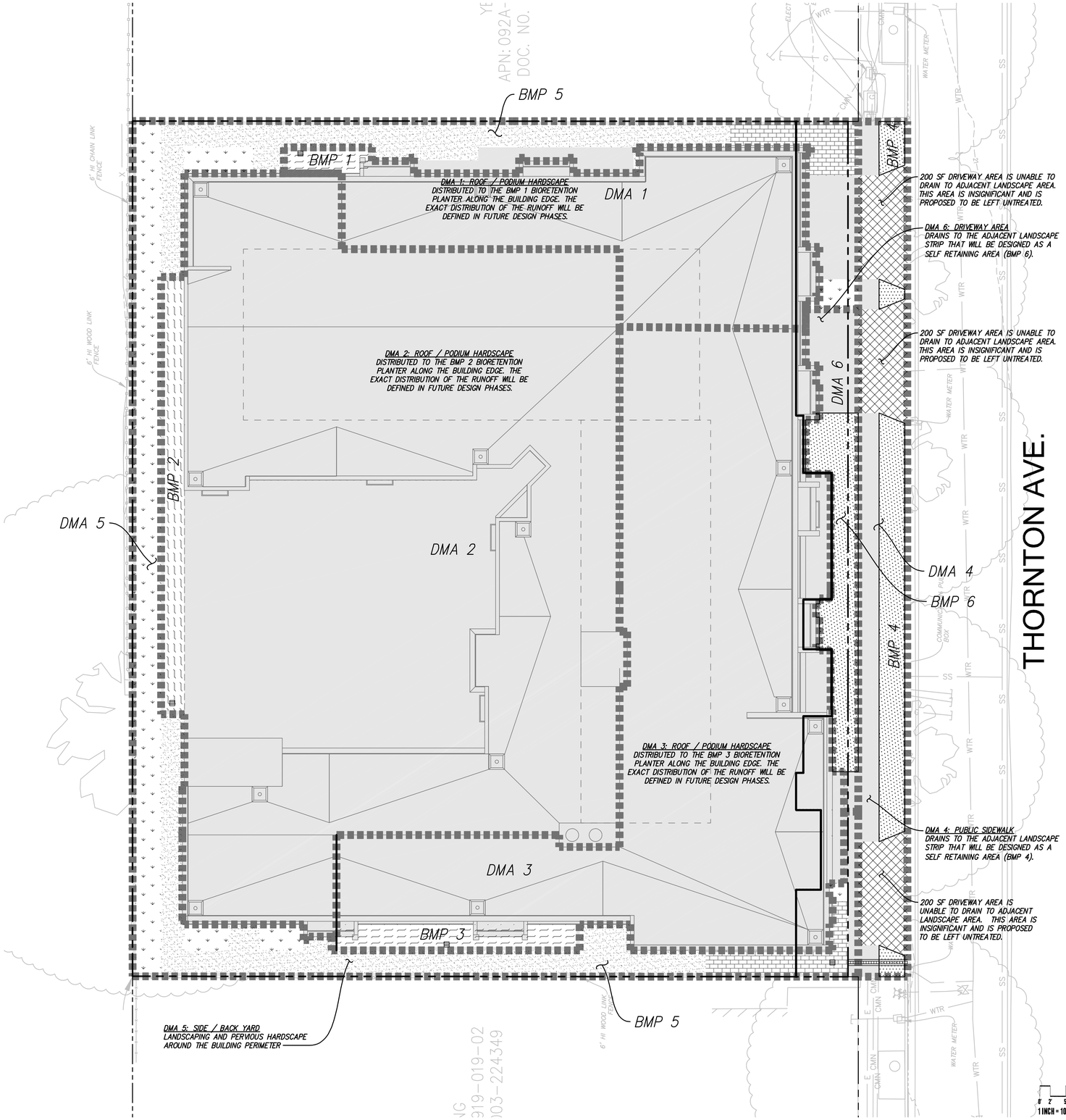
1835 ALCATRAZ AVE.
BERKELEY, CA 94703

PRELIMINARY UTILITY PLAN

JOB #: 2314
SCALE: 1"=10'

T-4

DATE: 02/13/25



STORMWATER MANAGEMENT PLAN LEGEND

- PROPOSED PERVIOUS AREA
- PROPOSED IMPERVIOUS AREA
- SELF RETAINING AREA
- BIO-RETENTION AREA
- PERVIOUS PAVER/PAVEMENT AREA
- PERVIOUS CONCRETE
- UNTREATED AREA
- DRAINAGE AREA BOUNDARY
- FLOW DIRECTION

HYDROMODIFICATION NOTE:

THE PROJECT IS EXEMPT FROM HYDROMODIFICATION REQUIREMENTS PER THE ALAMEDA COUNTY C.3 TECHNICAL GUIDANCE DOCUMENT. THE PROJECT IS EXEMPT FROM HYDROMODIFICATION DUE TO IMPERVIOUS ADDED OR REPLACED BEING LESS THAN 1 ACRE.

SITE TREATMENT AREA NOTE:

THIS PROJECT IS REPLACING MORE THAN 50% OF THE EXISTING IMPERVIOUS AREA AND THEREFORE MUST TREAT THE ENTIRE SITE.

STORMWATER MANAGEMENT NOTES:

1. THIS PLAN PRESENTS METHODS AND CALCULATIONS FOR COMPLYING WITH THE REQUIREMENTS OF PROVISION C.3 OF THE MUNICIPAL REGIONAL STORMWATER PERMIT IN ACCORDANCE WITH THE ALAMEDA COUNTY PROGRAM AND THE CITY OF NEWARK REQUIREMENTS.
2. THE FOLLOWING TREATMENT MEASURES ARE PROPOSED TO REGULATE THE QUALITY OF STORM WATER LEAVING THE SITE
   - 2.1. SELF-RETAINING AREA – RUNOFF IN THIS AREA IS DIRECTED TO A DEPRESSED LANDSCAPE AREA THAT ALLOWS WATER TO POND TO 3" PRIOR TO LEAVING THE SITE. NO SPECIAL LANDSCAPING OR SOILS ARE REQUIRED.
   - 2.2. BIO-RETENTION AREA – RUNOFF IN THIS AREA IS DIRECTED TO A BIO-RETENTION PLANTER/AREA FOR FILTRATION, INFILTRATION AND EVAPOTRANSPIRATION PRIOR TO EXITING THE SITE. PLANTING AND SOIL REQUIREMENTS APPLY, SEE DETAIL.
   - 2.3. PERVIOUS PAVERS/PERVIOUS JOINT PAVERS/ PERVIOUS PAVEMENTS – RUNOFF IN THIS AREA EITHER ORIGINATES OR IS DIRECTED TO PERVIOUS PAVEMENT MATERIALS, SEE SIZING CRITERIA FOR BASEROCK SECTIONS AND DRAINAGE REQUIREMENTS.

C.3 STORMWATER TREATMENT MEASURES

AREA ID	PROPOSED IMPERVIOUS AREA (SF)	PROPOSED PERVIOUS AREA (SF)	TOTAL AREA (SF)	EFFECTIVE IMPERVIOUS AREA (100% IMPERVIOUS + 10% PERVIOUS)	BMP TYPE	REQUIRED BMP AREA (3% PER COMBINATION METHOD)	BMP ID	BMP AREA PROVIDED
DMA 1	2,108	0	2,176	2,108	BIORETENTION	63	BMP 1	68
DMA 2	10,598	0	10,916	10,598	BIORETENTION	318	BMP 2	318
DMA 3	5,756	0	5,958	5,756	BIORETENTION	173	BMP 3	202
DMA 4	1,046	493	1,539	1,095	SELF RETAINING	N/A	BMP 4	493
DMA 5	523	2,482	3,317	771	PERVIOUS PAVERS	N/A	BMP 5	312
DMA 6	369	441	810	413	SELF RETAINING	N/A	BMP 6	441
TOTAL	20,400	3,416	24,716					

*NOTE 1 – 600 SF OR SO OF THE PROPOSED IMPREVIOUS AREA WITHIN DMA2 ARE DRIVEWAY APRONS AND ARE NOT ABLE TO DRAIN TO ADJACENT LANDSCAPING. THESE AREAS ARE PROPOSED TO BE UNTREATED. THE REMAINING 425 SF OF IMPERVIOUS AREA WILL DRAIN TO THE ADJACENT LANDSCAPING.

TENTATIVE PARCEL MAP No. 11422

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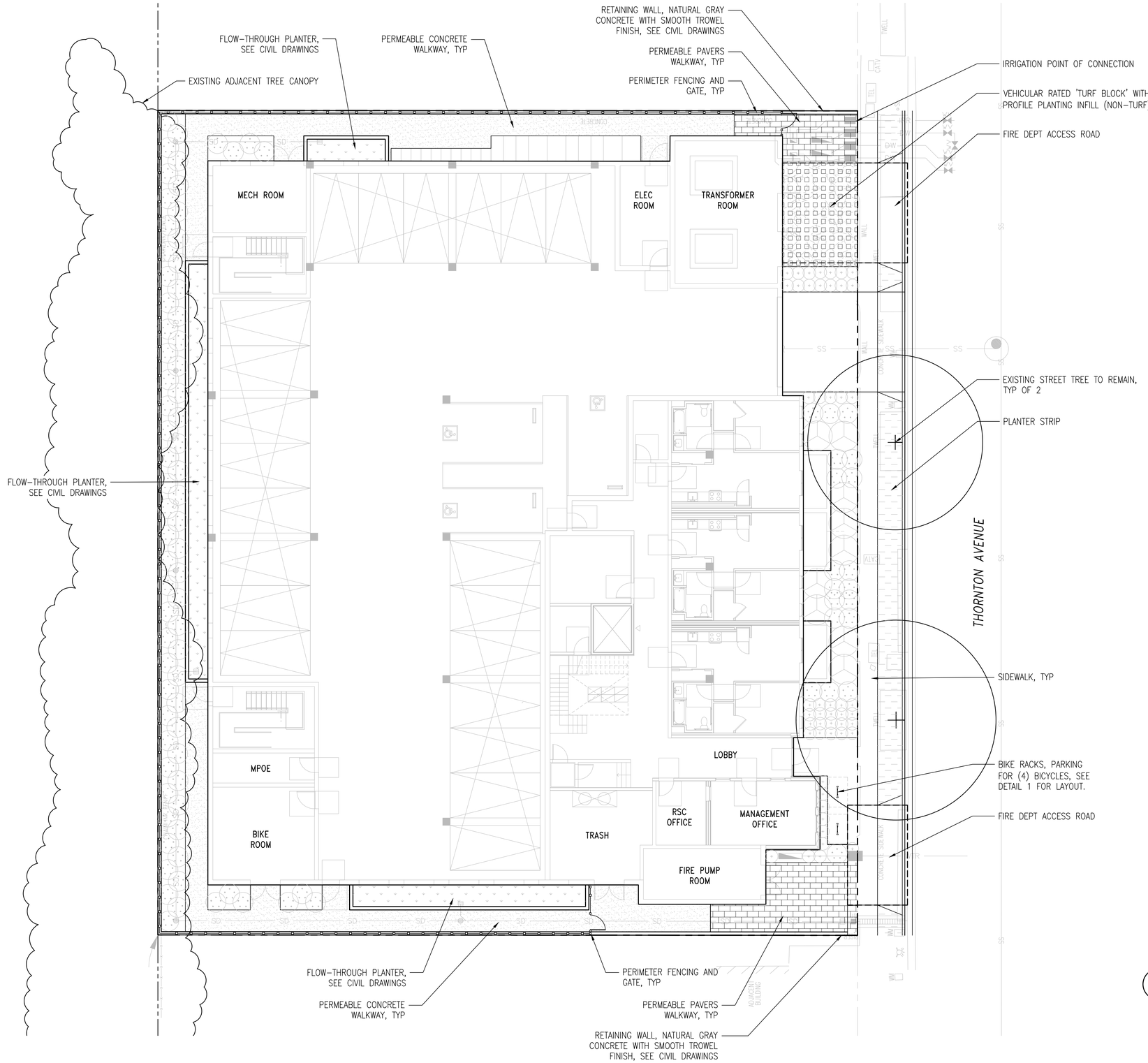
PRELIMINARY STORMWATER MANAGEMENT PLAN

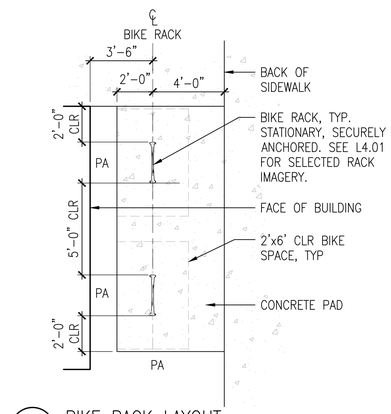
JOB #: 2314

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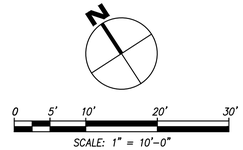
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DATE: 02/13/25





1 BIKE RACK LAYOUT
SCALE: 1/4" = 1'–0"



SCALE: 1" = 10'–0"

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Project:

THORNTON AVE

6375 THORNTON AVE

Client:

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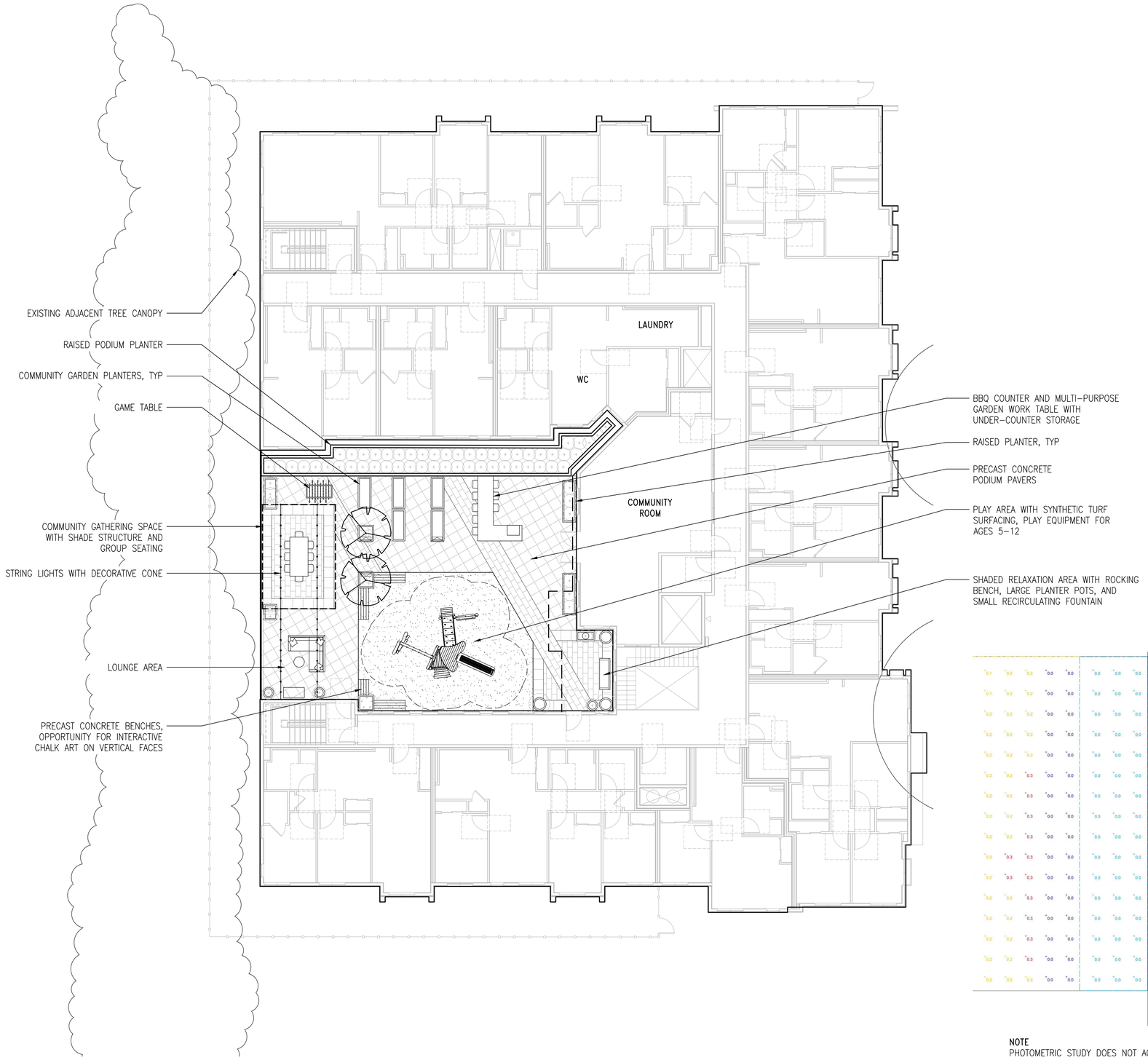
PRELIMINARY LANDSCAPE PLAN - GROUND

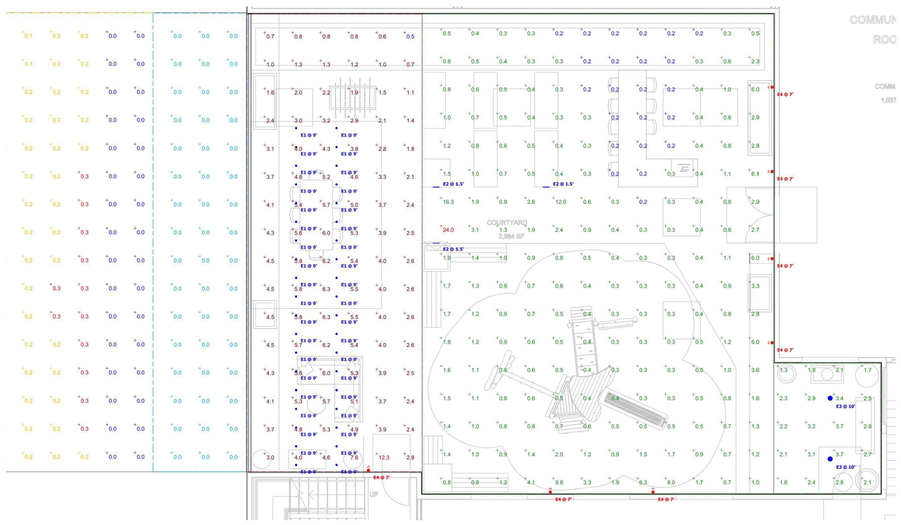
JOB #: 2236

SCALE:

L1.01

DATE: 07/12/2024





NOTE
PHOTOMETRIC STUDY DOES NOT ACCOUNT FOR EXISTING ADJACENT TREES AND VEGETATION.

A PRELIMINARY PHOTOMETRICS
NTS

0 5' 10' 20' 30'
SCALE: 1" = 10'-0"

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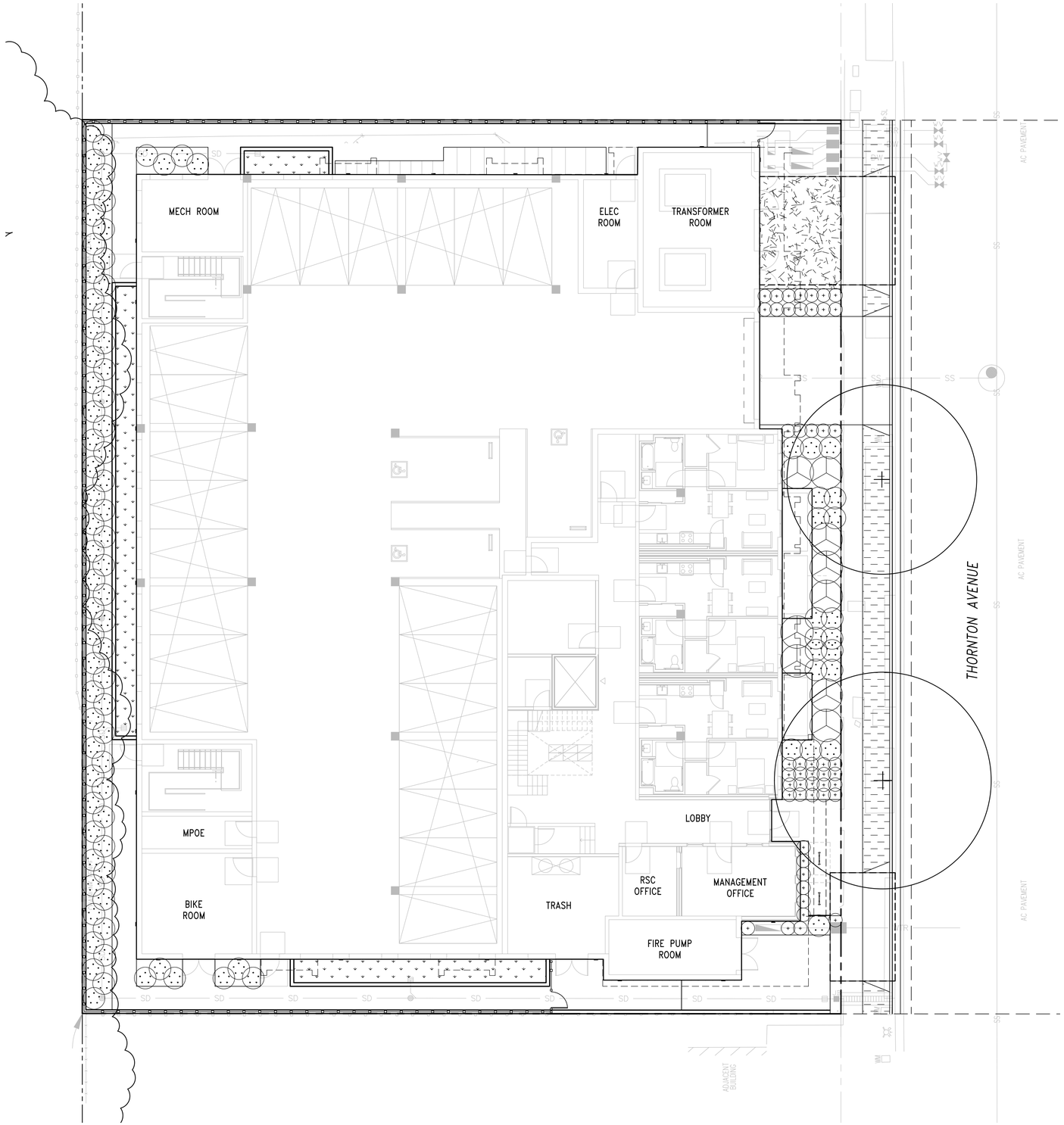
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PRELIMINARY LANDSCAPE PLAN - PODIUM

JOB #: 2236
SCALE:

L1.02

DATE: 07/12/2024



PRELIMINARY PLANT PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	WUCOLS
ACCENT TREE ON PODIUM					
	ACER PALMATUM 'SANGO KAKU'	CORAL BARK MAPLE	15 GAL	PER PLAN	M
	ARBUTUS UNEDO 'MARINA'	STRAWBERRY TREE	15 GAL	PER PLAN	L
	GINGKO BILOBA 'PRINCETON SENTRY'	MAIDENHAIR TREE	15 GAL	PER PLAN	M
LARGE SHRUBS 4–6' HT, WIDTH VARIES					
	ARCTOSTAPHYLOS SP.	SUNSET MANZANITA	5 GAL	6'–0" OC	L
	DODONAEA VISCOSA 'PURPUREA'	PURPLE HOP–BUSH	5 GAL	8'–0" OC	L
	PITTOSPORUM TOBIRA 'VARIEGATA'	MOCK ORANGE	5 GAL	4'–0" OC	L
MEDIUM SHRUBS, GRASSES, & PERENNIALS 3–4' HT, WIDTH VARIES					
	AGAVE ATTENUATA 'NOVA'	BLUE FOX TAIL AGAVE	5 GAL	3'–0" OC	L
	DIETES IRIDIOIDES	FORTNIGHT LILY	1 GAL	3'–0" OC	L
	FURCRAEA FOETIDA	GREEN ALOE	5 GAL	4'–0" OC	L
	LOROPETALUM 'SUZANNE'	FRINGE FLOWER	5 GAL	4'–0" OC	L
	MUHLENBERGIA RIGENS	DEER GRASS	1 GAL	4'–0" OC	L
	PITTOSPORUM 'WHEELERS DWARF'	DWARF MOCK ORANGE	5 GAL	4'–0" OC	L
	SALVIA LEUCANTHA	MEXICAN SAGE	5 GAL	3'–0" OC	L
	YUCCA FIL. 'COLOR GUARD'	ADAM'S NEEDLE	5 GAL	4'–0" OC	L
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	LIMONIUM PEREZII	SEA LAVENDER	1 GAL	3'–0" OC	L
	LOMANDRA LONGIFOLIA 'BREEZE'	DWARF MAT RUSH	1 GAL	3'–0" OC	L
	PHORMIUM HYBRID	NEW ZEALAND FLAX	5 GAL	3'–0" OC	L
	ROSA 'SEA FOAM'	GROUNDCOVER ROSE	5 GAL	3'–0" OC	M
VINES					
	ROSA 'CECILE BRUNNER'	PINK CLIMBING ROSE	15 GAL	PER PLAN	L
GROUNDCOVERS 1–2' HT, 3–5' WIDE					
	ARCTOSTAPHYLOS UVA URSI	MANZANITA	1 GAL	5'–0" OC	L
	EUPHORBIA MYRSINITES	MYRTLE SPURGE	1 GAL	2'–0" OC	L
	LANTANA HYBRID	LANTANA	1 GAL	3'–0" OC	L
	MYOPORUM PARVIFOLIA	MYOPORUM	1 GAL	5'–0" OC	L
TURFBLOCK FILL (NON–TURF)					
	PHYLA NODIFLORA	FROGFRUIT	1 GAL	–	L
	RUSCHIA 'NANA'	DWARF CARPET OF STARS	1 GAL	–	L
STORMWATER PLANTING					
	AOENIUM SP.	AOENIUM	1 GAL	2'–0" OC	L
	CHONDROPETALUM TECTORUM	CAPE RUSH	1 GAL	3'–0" OC	L
	HESPERALOE PARVIFOLIA	YUCCA	1 GAL	3'–0" OC	L
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PLANTING, SOIL PREPARATION, AND GENERAL NOTES

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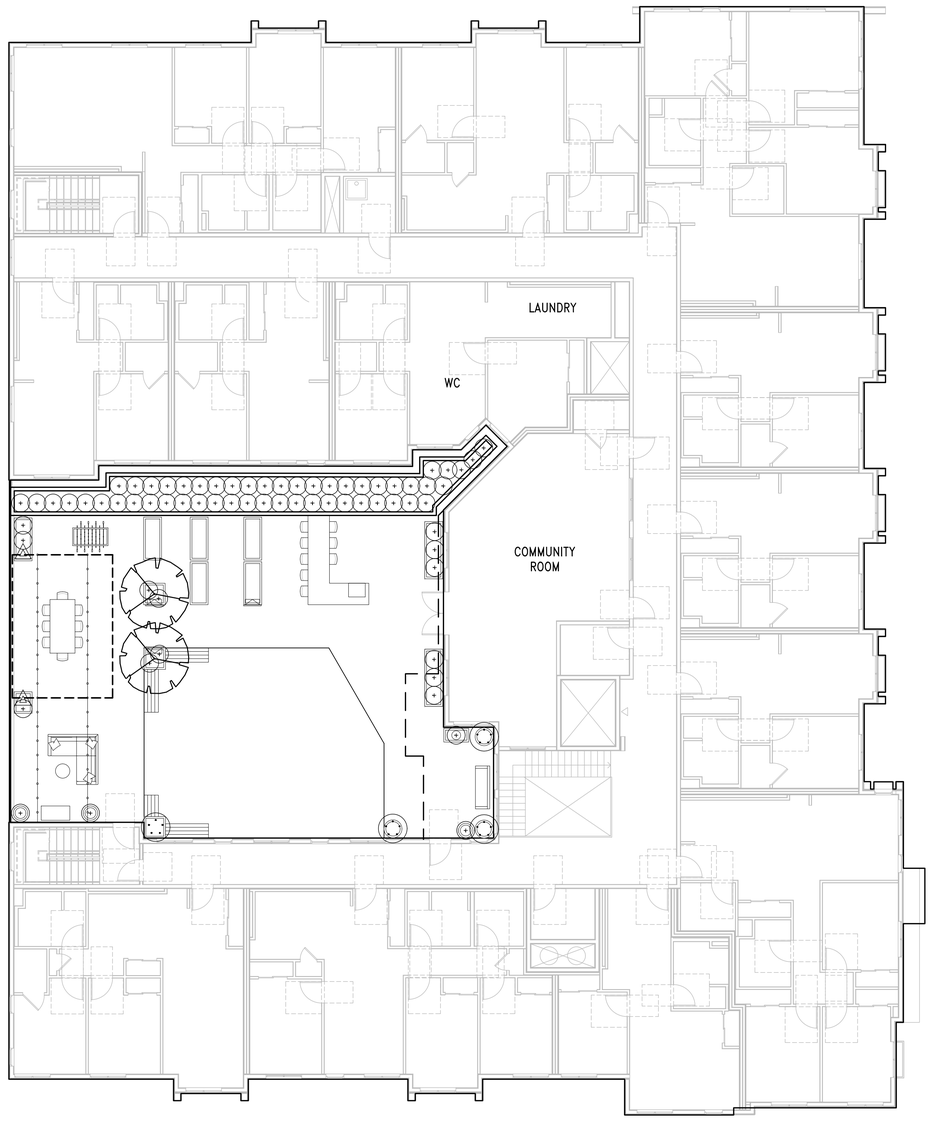
PRELIMINARY PLANTING PLAN - GROUND

JOB #: 2236

SCALE:

L2.01

DATE: 07/12/2024



PRELIMINARY PLANT PALETTE

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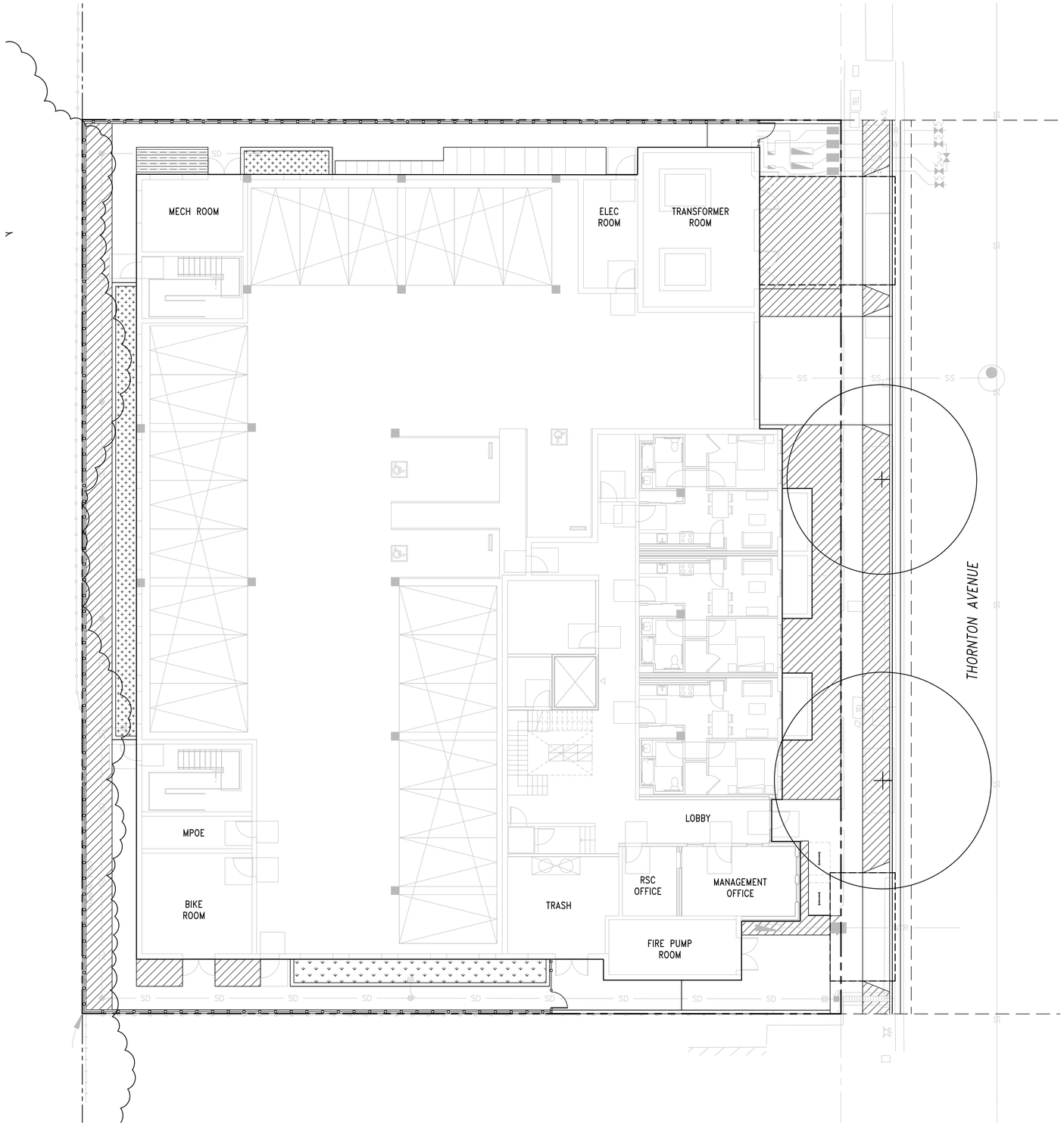
PRELIMINARY PLANTING PLAN - PODIUM

JOB #: 2236

SCALE:

L2.02

DATE: 07/12/2024



IRRIGATION DESIGN INTENT

1. THIS PLAN SHALL COMPLY WITH THE REQUIREMENTS OF THE STATE OF CALIFORNIA'S MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO), CITY OF NEWARK, AND ALAMEDA COUNTY WATER DISTRICT (ACWD).
2. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE THE MINIMUM AMOUNT OF WATER NECESSARY TO SUSTAIN GOOD PLANT HEALTH.
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4. ALL SELECTED COMPONENTS SHALL BE PERMANENT, COMMERCIAL GRADE, SELECTED FOR DURABILITY, VANDAL RESISTANCE AND MINIMUM MAINTENANCE REQUIREMENT, INSTALLED BELOW–GRADE, AND DESIGNED FOR 100% COVERAGE.
5. THE SYSTEM SHALL INCLUDE A MASTER CONTROL VALVE AND FLOW SENSING CAPABILITY WHICH WILL SHUT DOWN ALL OR PART OF THE SYSTEM IF LEAKS ARE DETECTED.
6. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO DELIVER WATER TO HYDROZONES BASED ON MOISTURE REQUIREMENTS OF THE PLANT GROUPING.

HYDROZONE LEGEND

SYMBOL	ZONE	HYDROZONE	PLANT TYPE	IRRIGATION TYPE	AREA (SF)	TOTAL (SF)	% LANDSCAPE
	1	LOW WATER USE	SHRUB/G.COVER	DRIP	2637	2637	78%
	2	MODERATE WATER USE	SHRUB/G.COVER	DRIP	99	103	3%
	3	MODERATE WATER USE	TREES	BUBBLER	4		
	4	LOW WATER USE	STORMWATER SHRUB/G.COVER	DRIP	201	586	17%
	5	MODERATE WATER USE	STORMWATER SHRUB/G.COVER	DRIP	385		
	6	SPECIAL LANDSCAPE AREA	GARDEN PLANTERS	DRIP	55	59	2%
	7	SPECIAL LANDSCAPE AREA	RECIRCULATING FOUNTAIN	–	4		
					TOTAL	3,385.0	100%

HYDROZONE INFORMATION TABLE

REFERENCE ANNUAL ET_o FOR:	CITY OF FREMONT (WUCOLS)	47.0

ET ADJUSTMENT FACTOR	0.45	ET ADJ FACTOR PER MWELO & CALGREEN: 0.80= EXISTING NON–REHABILITATED LANDSCAPE, 0.65= SCHOOL 0.55= RESIDENTIAL, 0.45= NON–RESIDENTIAL	SLA ADDITIONAL WATER ALLOWANCE (1.0–ETAF)	0.55

HYDROZONE	WUCOLS IV PLANT FACTOR (PF)	IRR METHOD DRIP:0.81 ROTOR:0.75 BUBB:0.81 SPRAY:0.75	IRRIGATION EFFICIENCY (IE)	$ETAF_Z$ (PF/IE)	LANDSCAPE AREA (SQ FT)	$ETAF_Z$ X AREA	ESTIMATED TOTAL WATER USE (ETWU)
1	0.3	D	0.81	0.37	2637	976.67	28460.07
2	0.6	D	0.81	0.74	99	73.33	2136.93
3	0.6	B	0.75	0.80	4	3.20	93.25
4	0.3	D	0.81	0.37	201	74.44	2169.31
5	0.6	D	0.81	0.74	385	285.19	8310.30
–	0	–	0.00	0.00	0.00	0.00	0.00
				TOTAL	3326.00	1412.83	41,169.86
SPECIAL LANDSCAPE AREAS							
6	VEGETABLE PLANTER			1	55	55.00	1,602.70
7	RECIRCULATING FOUNTAIN			1	4.00	4.00	116.56
				TOTAL	59.00	59.00	1,719.26
	TOTAL LANDSCAPE AREA (LA + SLA)				3,385.00		

TOTAL ETWU	TOTAL ETWU ALL AREAS (SLA AND REGULAR LA)	TOTAL ETWU	42,889.12
MAWA	(ANNUAL ETO)(0.62 CONVERSION FACTOR) [(ET ADJUSTMENT FACTOR)(TOTAL LANDSCAPE AREA) + (1–ETAF)*SLA))]	MAWA	45,333.11

AVERAGE ETAF	SUM($ETAF_Z$ X AREA) / TOTAL AREA (AVERAGE ETAF AS DESIGNED, EXCLUSIVE OF SLA_S)	0.42
SITEWIDE ETAF	TOTAL ETAF X AREA / TOTAL LANDSCAPE AREA (INCLUDES SLA_S)	0.43

N

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SCALE: 1" = 10'–0"

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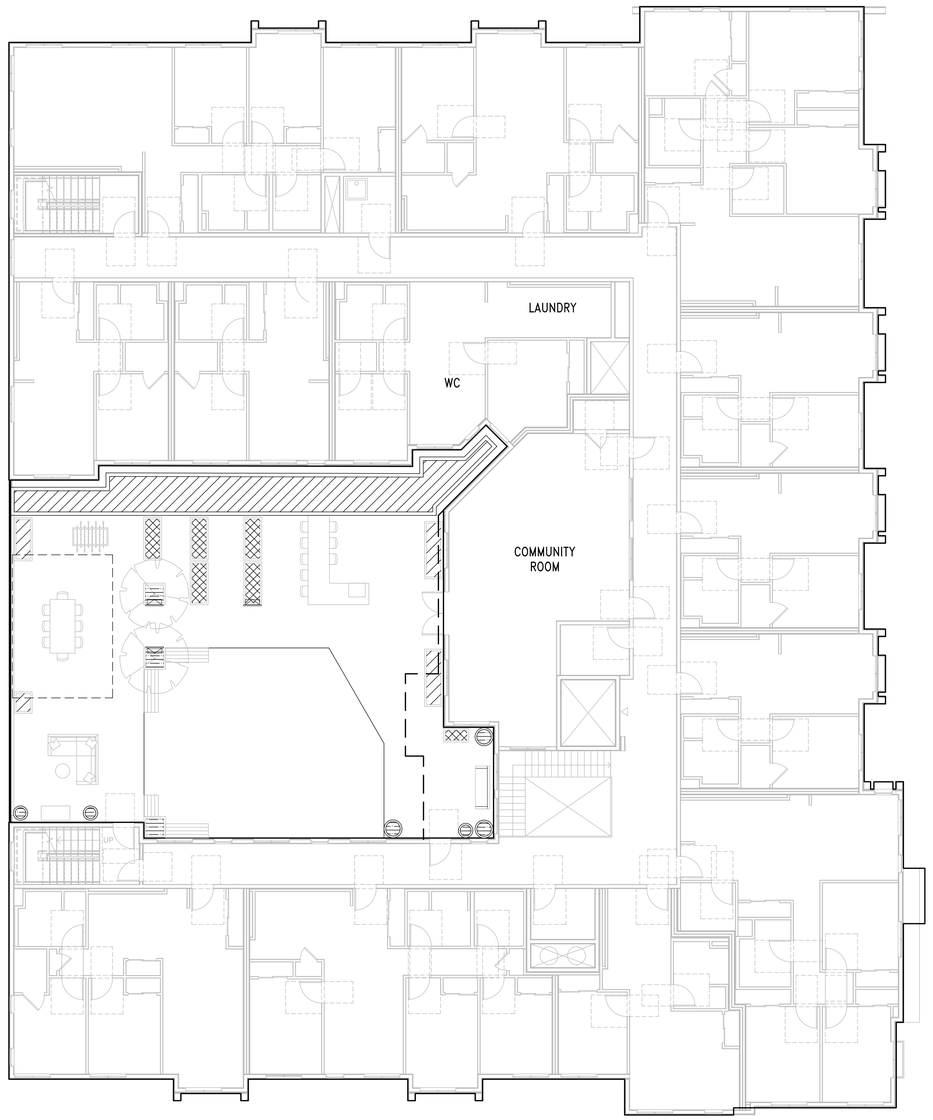
PRELIMINARY IRRIGATION PLAN - GROUND

JOB #: 2236

SCALE:

L3.01

DATE: 07/12/2024



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SYMBOL	ZONE	HYDROZONE	PLANT TYPE	IRRIGATION TYPE	AREA (SF)	TOTAL (SF)	% LANDSCAPE
	1	LOW WATER USE	SHRUB/G.COVER	DRIP	2637	2637	78%
	2	MODERATE WATER USE	SHRUB/G.COVER	DRIP	99	103	3%
	3	MODERATE WATER USE	TREES	BUBBLER	4		
	4	LOW WATER USE	STORMWATER SHRUB/G.COVER	DRIP	201	586	17%
	5	MODERATE WATER USE	STORMWATER SHRUB/G.COVER	DRIP	385		
	6	SPECIAL LANDSCAPE AREA	GARDEN PLANTERS	DRIP	55	59	2%
	7	SPECIAL LANDSCAPE AREA	RECIRCULATING FOUNTAIN	–	4		
					TOTAL	3,385.0	100%

HYDROZONE INFORMATION TABLE

REFERENCE ANNUAL ET_o FOR:	CITY OF FREMONT (WUCOLS)		47.0
ET ADJUSTMENT FACTOR	0.45	ET ADJ FACTOR PER MWELO & CALGREEN: 0.80= EXISTING NON–REHABILITATED LANDSCAPE, 0.65= SCHOOL 0.55= RESIDENTIAL, 0.45= NON–RESIDENTIAL	SLA ADDITIONAL WATER ALLOWANCE (1.0–ETAF) / 0.55

HYDROZONE	WUCOLS IV PLANT FACTOR (PF)	IRR METHOD DRIP:0.81 ROTOR:0.75 BUBB:0.81 SPRAY:0.75	IRRIGATION EFFICIENCY (IE)	$ETAF_Z$ (PF/IE)	LANDSCAPE AREA (SQ FT)	$ETAF_Z$ X AREA	ESTIMATED TOTAL WATER USE (ETWU)
1	0.3	D	0.81	0.37	2637	976.67	28460.07
2	0.6	D	0.81	0.74	99	73.33	2136.93
3	0.6	B	0.75	0.80	4	3.20	93.25
4	0.3	D	0.81	0.37	201	74.44	2169.31
5	0.6	D	0.81	0.74	385	285.19	8310.30
–	0	–	0.00	0.00	0.00	0.00	0.00
				TOTAL	3326.00	1412.83	41,169.86
SPECIAL LANDSCAPE AREAS							
6	VEGETABLE PLANTER			1	55	55.00	1,602.70
7	RECIRCULATING FOUNTAIN			1	4.00	4.00	116.56
				TOTAL	59.00	59.00	1,719.26
	TOTAL LANDSCAPE AREA (LA + SLA)				3,385.00		

TOTAL ETWU	TOTAL ETWU ALL AREAS (SLA AND REGULAR LA)	TOTAL ETWU	42,889.12
MAWA	(ANNUAL ETO)(0.62 CONVERSION FACTOR) [(ET ADJUSTMENT FACTOR)(TOTAL LANDSCAPE AREA) + (1–ETAF)*SLA))]	MAWA	45,333.11

AVERAGE ETAF	SUM($ETAF_Z$ X AREA) / TOTAL AREA (AVERAGE ETAF AS DESIGNED, EXCLUSIVE OF SLA_S)	0.42
SITEWIDE ETAF	TOTAL ETAF X AREA / TOTAL LANDSCAPE AREA (INCLUDES SLA_S)	0.43

N

0 5' 10' 20' 30'

SCALE: 1" = 10'–0"

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CONSULTANT DISCIPLINE 4
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CONSULTANT 4 FULL ADDRESS

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CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

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THORNTON AVE

6375 THORNTON AVE

Client:

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PRELIMINARY IRRIGATION PLAN - PODIUM

JOB #: 2236

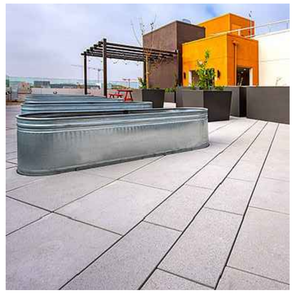
SCALE:

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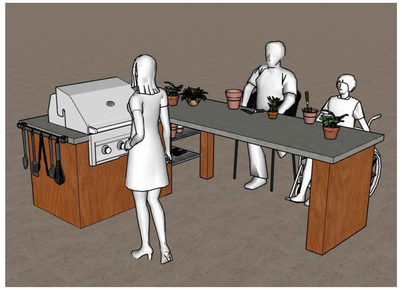
DATE: 07/12/2024



STANDARD CONCRETE PAVING



PODIUM PAVERS



BBQ/MULTI-PURPOSE TABLE
(NO EXISTING IMAGES, ITEM TO BE CUSTOM)



RAISED PLANTERS



LARGE PLANTER POTS



COMMUNITY GARDEN PLANTERS



COMMUNITY GATHERING SPACE



GAME TABLE



SHADE STRUCTURE



STRING LIGHTS WITH DECORATIVE CONES



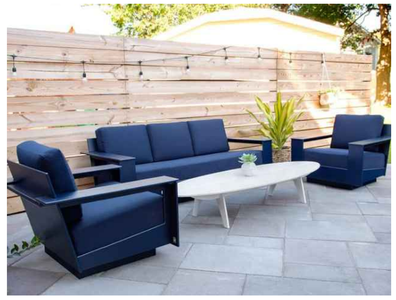
PLANTER LIGHT POCKETS



PLAY STRUCTURE



PLAY SURFACING



LOUNGE AREA



ROCKING BENCH



BIKE RACKS



RECIRCULATING FOUNTAIN





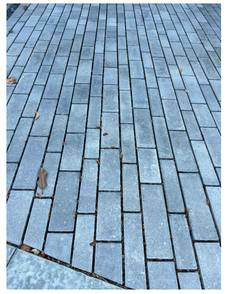
RAISED PODIUM PLANTER
CMU CONSTRUCTION WITH DECORATIVE PRECAST CAP



EXISTING STREET TREES



WOOD PERIMETER
FENCING



PERMEABLE PAVING
SYSTEM



VEHICULAR RATED 'TURF
BLOCK' WITH LOW PROFILE
PLANTING INFILL (NON-TURF)

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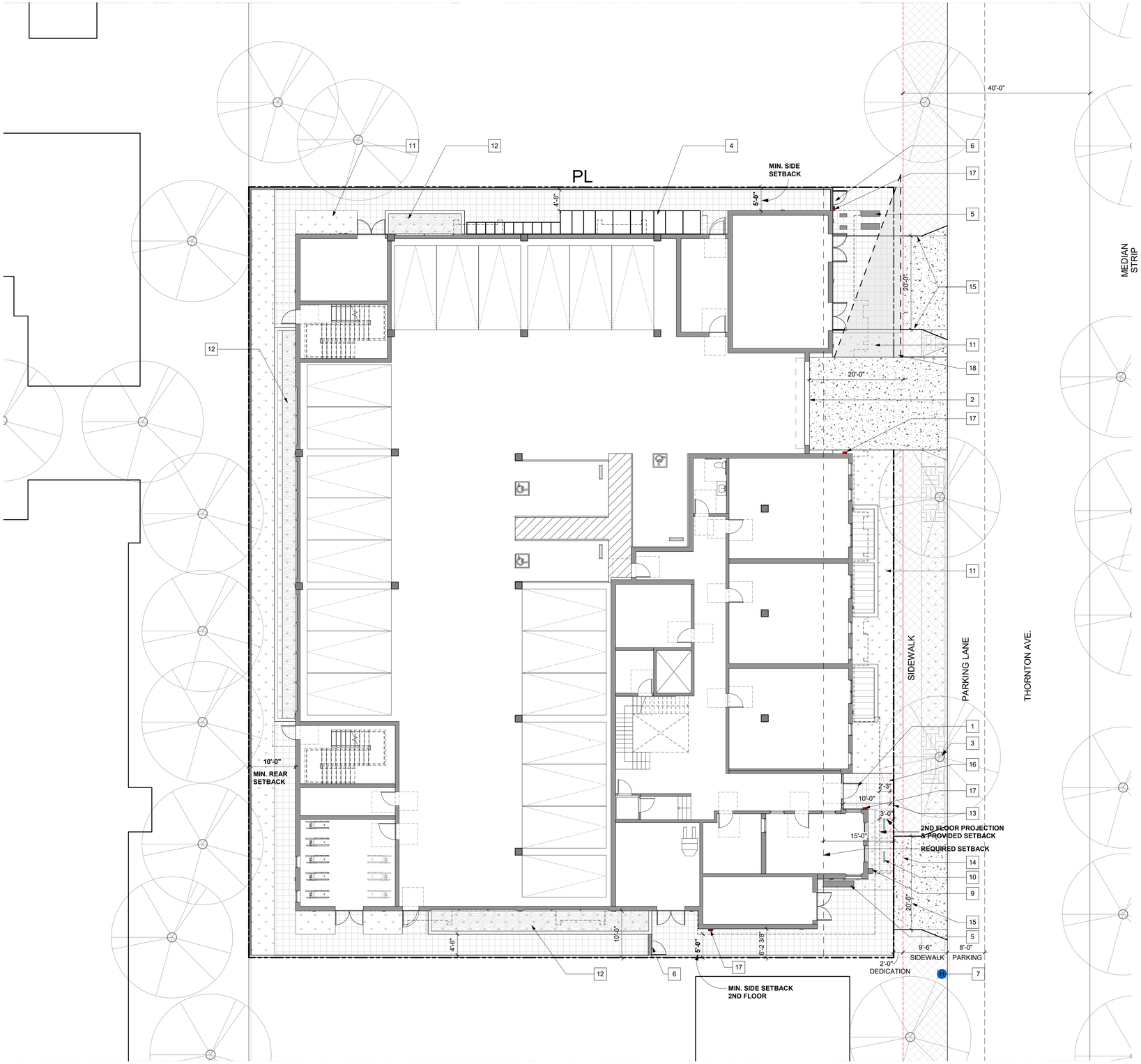
PRECEDENT IMAGERY

JOB #: 2236

SCALE:

L4.01

DATE: 07/12/2024



1 A1.0 **SITE PLAN**
SCALE: 3/32" = 1'-0"

BIKE PARKING			
SHORT TERM		LONG TERM	
REQUIRED	PROVIDED	REQUIRED	PROVIDED
5% OF OF REQUIRED CAR PARKING: 59x1.5=88.5 OR 4 SPACES		1 SPACE FOR EVERY 5 UNITS: 59/5 OR 12 SPACES	
4	4	12	32

SITE PLAN SHEET NOTES

1. RESIDENTIAL BUILDING MAIN ENTRY
2. GARAGE VEHICULAR ENTRY & GATE. AUDIBLE & VISUAL LED STROBE WARNING SIGNAL LED MOOUNTED OVER GATE
3. EXISTING STREET TREES
4. EXTERIOR SWITCHGEARS AND ELEC, PANELS
5. BACKFLOW PREVENTER PER ACWD & NEWARK FIRE DEPARTMENT REQUIREMENTS
6. PROPERTY LINE FENCE, SEE 4/A4.4
7. EXISTING FIRE HYDRANT, SCD
8. NEW FIRE STANDPIPE
9. FIRE DEPARTMENT CONNECTION
10. BIKE RACKS, SLD
11. LANDSCAPE AREA, SLD
12. STORMWATER PLANTERS, SCD
13. NEW PROPERTY LINE, SCD
14. EXISTING PROPERTY LINE, SCD
15. FIRE DEPARTMENT ROADWAY CAPABLE OF SUPPORTING 75,000 LBS, SEE SHEET A0.9
16. ENTRY CANOPY PROJECTION & DIMENSION INTO FRONT SETBACK, SEE PLANS AND ELEVATIONS
17. KNOX BOX FOR POLICE/FIRE DEPT ACCESS
18. VISIBILITY TRIANGLE CONTROLLED AREA

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CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

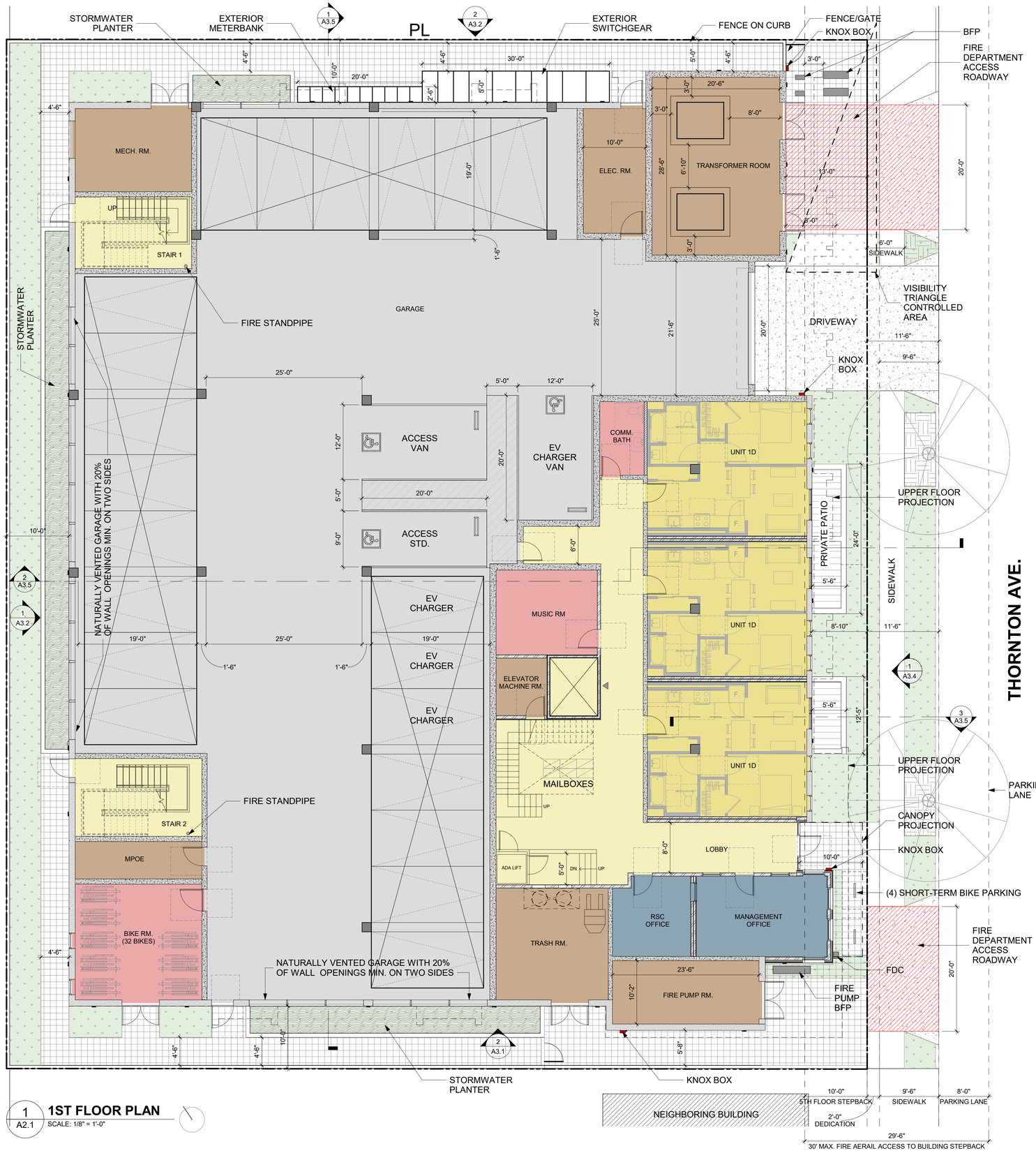
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BERKELEY, CA 94703

SITE PLAN

JOB #: 2314
SCALE: As indicated

A1.0

DATE: 02/13/25



1 A2.1 **1ST FLOOR PLAN**
SCALE: 1/8" = 1'-0"

COMMON AREAS PLUMBING FIXTURES PER CPC TABLE 422.1***

FLOOR / ROOM DESIGNATION	ACCESSORY OCCUPANCY [CBC Chapter 3]	GROSS AREA (SQ. FT.) [From code analysis]	OCC. LOAD FACTOR [Per CPC TABLE 422.1 &	CPC OCC. LOAD	WATER CLOSETS MALE	WATER CLOSETS FEMALE	LAVATORIES URINALS [Per CPC Table 422.1]	LAVATORIES MALE Per CPC Table 422.1	LAVATORIES FEMALE	DRINKING FOUNTAINS **	NOTES
GROUND FLOOR AREAS											
OFFICES	B	424 SQ. FT.	150	3	1	1	1	1	1	0	
MUSIC ROOM	B	219 SQ. FT.	150	2	1	1	0	1	1	0	
TOTAL GROUND FLOOR COMMON AREA FIXTURES REQUIRED					1	1	1	1	1	0	
TOTAL GROUND FLOOR COMMON AREA FIXTURES PROVIDED					1	1	0	1	1	0	SINGLE UNISEX FACILITY PROVIDED
SECOND FLOOR AREAS											
COMMUNITY ROOM	A-3	865 SQ. FT.	30	29	1	1	1	1	1	0	
OUTDOOR COURTYARD	A-3	2790 SQ. FT.	50	56	1	1	0	1	1	0	
TOTAL SECOND FLOOR COMMON AREA FIXTURES REQUIRED					1	1	1	1	1	0	
TOTAL SECOND FLOOR COMMON AREA FIXTURES PROVIDED					1	1	0	1	1	0	SINGLE UNISEX FACILITY PROVIDED

**FIXTURE COUNT PER CPC 422.1 AND TABLE 422.1. PER 422.1 FIXTURE OCCUPANT LOADS ARE CALCULATED WITH OCCUPANT LOAD FACTOR FROM TABLE 4-1 BASED ON SIMILAR USES LISTED IN THE TABLE. THE COMMUNITY ROOM IS SIMILAR TO THE USES LISTED AS "CONFERENCE, DINING/DRINKING,LOUNGE (PORTABLE SEATING / TABLE SPACE)" OL OF 30. THE TABLE DOES NOT CONTAIN OUTDOOR ACTIVITY SPACES, EXCEDISE HAS BEEN USED, OL OF 50.*

*** PER CPC 415.2 DRINKING FOUNTAINS ARE NOT REQUIRED FOR AN OCCUPANT LOAD OF 30 OR LESS. PER CPC 422.2, SEPARATE TOILET FACILITIES NOT REQUIRED AT B & M OCCUPANCIES <50.*

**** UNISEX BATHROOM FACILITIES SUBJECT TO JURISDICTIONAL APPROVAL BASED ON THIS BUILDING BEING A STRICTLY RESIDENTIAL FACILITY WHICH IS NOT OPEN TO THE GENERAL PUBLIC. AS SUCH A SINGLE USE CONVENIENCE BATHROOM WHICH SERVE THE RESIDENT COMMON ROOM AS WELL AS THE COURTYARD. A SINGLE UNISEX FACILITY WOULD PERMISSIBLE UNDER THE PROVISIONS OF FOOTNOTE 6 OF CPC TABLE 422.1 WHICH ALLOWS ALTERNATIVE CRITERIA SPECIFIC TO EACH PROJECT AT THE DISCRETION OF THE LOCAL JURISDICTION*

INDOOR BIKE RACK SYSTEM

GROUND CONTROL SYSTEMS™ Innovative Bike & Board Parking

DOUBLE DOCKER™ DD04, DD06
Cut Sheet & Quick Specifications



DD04



DD06

MATERIALS & FEATURES
All steel construction, ASI materials, for durability
Plastic wheels for smooth travel of slide
Urethane bumpers to absorb slide impact
Zinc plated hardware
Two-tier allows double the density
Vertically staggered position prevents handle bar conflicts
Gas strut Lift-assist makes loading easy – very little strength required*
Grade 5 U-bolts keeps upper row secured
Convenient locking loops to lock frame and wheel on bike
Movable legs allow retro-fitting over existing horizontal bike parking

*Meets SMFTA requirements

FINISH
☐ Hot-Dipped Galvanized (Marine Environment)

CONFIGURATIONS & FOOTPRINT W/BIKES
☐ DD04 – 49.5" W 84" L X 102" H, - 4 bikes secured
☐ DD06 – 66.0" W 84" L X 102" H, - 6 bikes secured

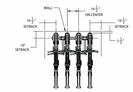
MOUNTING OPTIONS
Surface Mount – Concrete (Anchors sold separately)

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Visit GoConfigure™ app.groundcontrolsystems.com to build parking layouts and downloadable PDFs

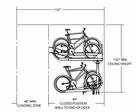
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GROUND CONTROL SYSTEMS™ Innovative Bike & Board Parking

DOUBLE DOCKER™ DD04, DD06, DD08, DD10, DD12
Cut Sheet & Quick Specifications



SPACE USE RECOMMENDATIONS
Ceiling height: Minimum 102"
Loading zone: Recommended 48"-72"
Distance to front wall: 10" to center of beam (2.5" to edge of dock)
Distance to side wall: 14.5" to 16.5" from center of bike
When adding other Double Docker™ units in longer rows, maintain 16.5" bike to bike spacing



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LEGEND

- 1 BR
- CIRCULATION
- COMMON
- OFFICE
- PARKING
- SERVICES

PUZZLE LIFT NOTES:

1. STANDARD WIDTH OF PARKING PLATFORM IS 8'-61/4".
2. THE PUZZLE LIFT SYSTEM IS CAPABLE OF ACCOMODATING STANDARD VEHICLES: VEHICLE LENGTH WILL BE 16'-5" WITH A WEIGHT CAPACITY OF 5,700 LBS WHICH IS SUFFICIENT FOR MOST ANY STANDARD VEHICLES. HEIGHT WILL BE ABOUT 6'. THESE DIMENSIONS SHOULD COVER ANY STANDARD CAR OR SUV. BUT MAY NOT COVER FULL-SIZE PICKUP TRUCKS OR EXCEPTIONALLY LONG CARS UP TO 5,700 LB VEHICLES.
3. EACH PARKING SPACE WITHIN THE PUZZLE LIFT WILL INCLUDE A WHEEL STOP
4. PLEASE REFER TO SHEET A6.0 FOR ADDITIONAL INFORMATION

PARKING		
	REQUIRED	PROVIDED
ACCESS. VAN CBC TABLE 208.1 MIN 1 VAN	2	2
EVSC SPACES 10% OF TOTAL (CAL GREEN 4.106.4.2.2) & INCLUDES 1 VAN ACCESSIBLE PER TABLE 228.3.2.1	4	4
PARKING STACKER STALLS (INCLUDES 3 EVCS)	85	39
TOTAL PARKING PROVIDED*		42

TOTAL DOES NOT ADD UP BECAUSE 3 EVCS ARE WITHIN THE STACKERS

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CONSULTANT 4 FULL ADDRESS

CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES
1835 ALCATRAZ AVE.
BERKELEY, CA 94703

FIRST FLOOR PLAN

JOB #: 2314
SCALE: 1/8" = 1'-0"

A2.1

DATE: 02/13/25



1 A2.2 **2ND FLOOR PLAN**
SCALE: 1/8" = 1'-0"

LEGEND

- 1 BR
- 2 BR
- 3 BR
- CIRCULATION
- COMMON
- LANDSCAPE
- SERVICES

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CONSULTANT 4 FULL ADDRESS

☐ CONSULTANT DISCIPLINE 5
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CONSULTANT 5 FULL ADDRESS

☐ CONSULTANT DISCIPLINE 6
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SECOND FLOOR PLAN

JOB #: 2314
SCALE: 1/8" = 1'-0"

A2.2

DATE: 02/13/25



1 A2.3 **3RD FLOOR PLAN**
SCALE: 1/8" = 1'-0"

LEGEND

- 1 BR
- 2 BR
- 3 BR
- CIRCULATION
- COMMON
- SERVICES

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CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

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THIRD FLOOR PLAN

JOB #: 2314
SCALE: 1/8" = 1'-0"

A2.3

DATE: 02/13/25



1 A2.4 **4TH FLOOR PLAN**
SCALE: 1/8" = 1'-0"

LEGEND

- 1 BR
- 2 BR
- 3 BR
- CIRCULATION
- OFFICE
- SERVICES

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CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

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6375 THORNTON AVE

Client:

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FOURTH FLOOR PLAN

JOB #: 2314
SCALE: 1/8" = 1'-0"

A2.4

DATE: 02/13/25





LEGEND

- 1 BR
- 2 BR
- 3 BR
- CIRCULATION
- SERVICES

1 A2.5 **5TH FLOOR PLAN**
SCALE: 1/8" = 1'-0"

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CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

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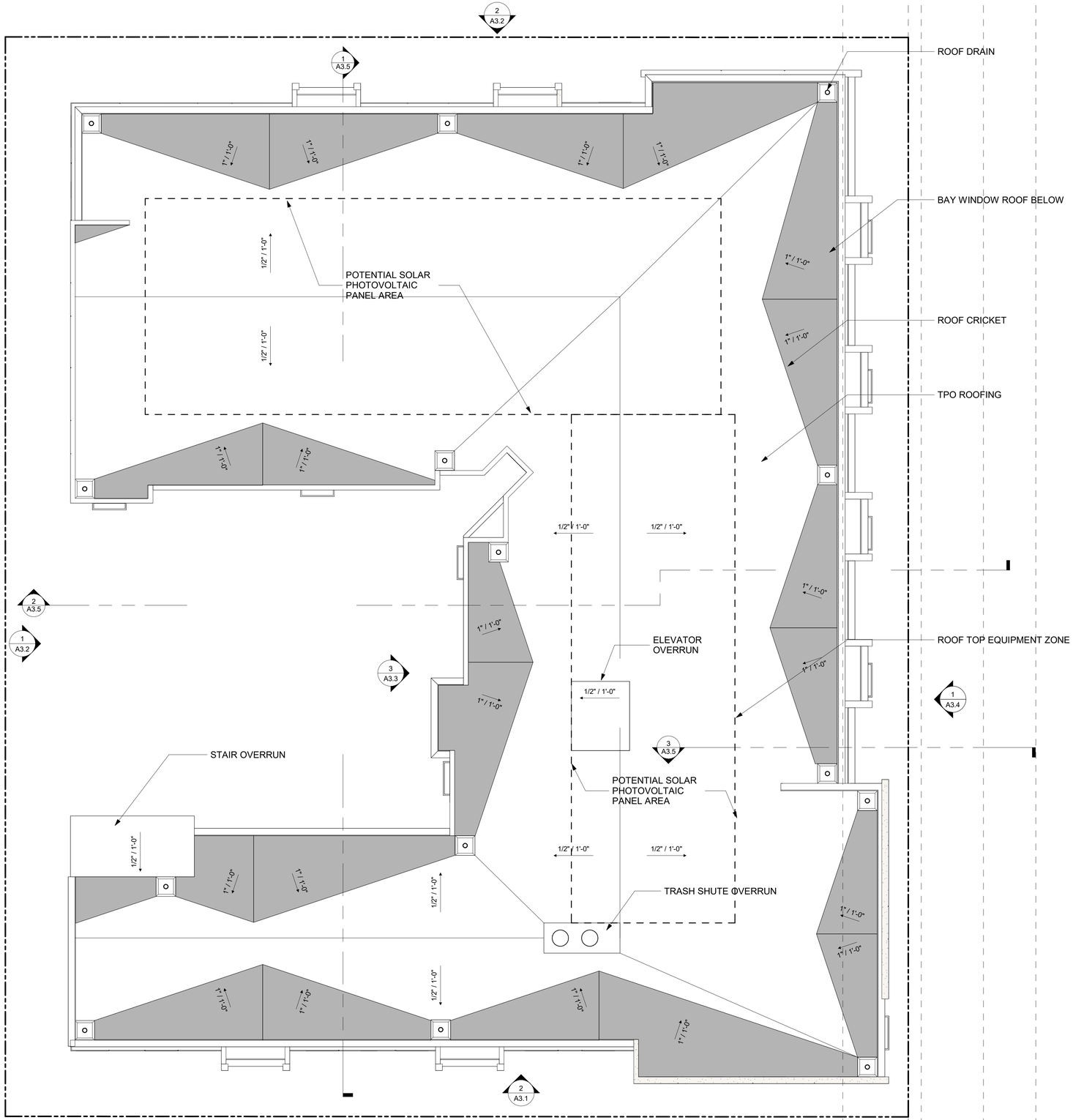
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FIFTH FLOOR PLAN

JOB #: 2314
SCALE: 1/8" = 1'-0"

A2.5

DATE: 02/13/25



1 A2.6 **ROOF PLAN**
SCALE: 1/8" = 1'-0"

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CIVIL ENGINEER
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LANDSCAPE ARCHITECT
JETT LANDSCAPE ARCHITECTURE + DESIGN
2 Theatre Square Suite 218,
Orinda, CA 94563

CONSULTANT DISCIPLINE 3
CONSULTANT NAME 3
CONSULTANT 3 FULL ADDRESS

CONSULTANT DISCIPLINE 4
CONSULTANT NAME 4
CONSULTANT 4 FULL ADDRESS

CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

SAHA
SATELLITE AFFORDABLE HOUSING ASSOCIATES

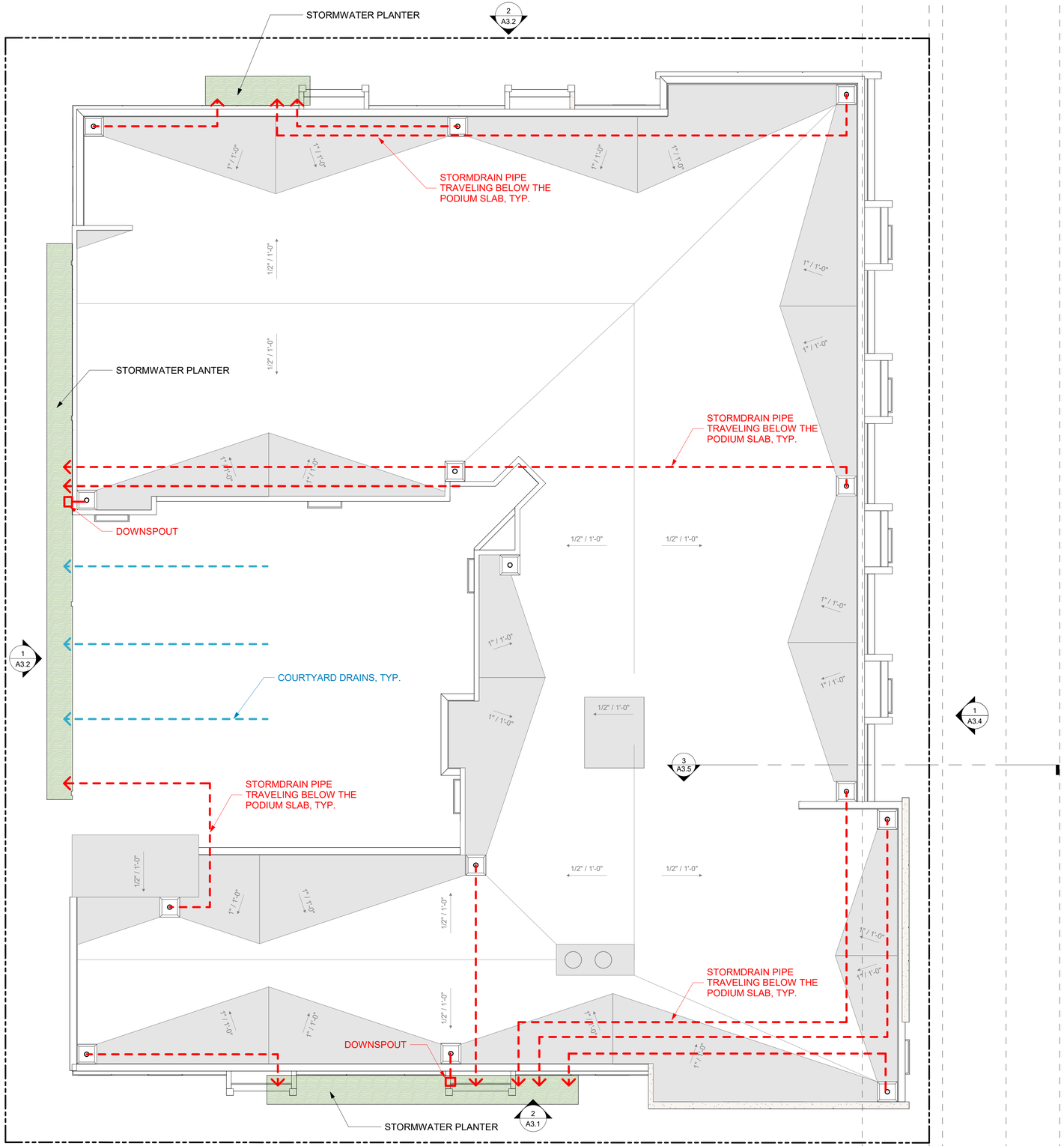
1835 ALCATRAZ AVE.
BERKELEY, CA 94703

ROOF FLOOR PLAN

JOB #: 2314
SCALE: 1/8" = 1'-0"

A2.6

DATE: 02/13/25



1 A2.7 **ROOF DRAINAGE DIAGRAM**

SCALE: 1/8" = 1'-0"

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CONSULTANT 3 FULL ADDRESS

☐ CONSULTANT DISCIPLINE 4

CONSULTANT NAME 4

CONSULTANT 4 FULL ADDRESS

☐ CONSULTANT DISCIPLINE 5

CONSULTANT NAME 5

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ROOF DRAINAGE DIAGRAM

JOB #: 2314

SCALE: 1/8" = 1'-0"

A2.7

DATE: 02/13/25

ELEVATION SHEET NOTES

REFER TO IMAGES & NUMBERS ON MATERIAL BOARD SHEET A3.4 FOR PRODUCT INFO & ADDITIONAL IMAGES

1	CEMENT PLASTER
2	FIBER CEMENT BOARD AND BATTEN
3	FIBER CEMENT ACCENT PANEL
4	WOOD-LIKE PANEL
5	STANDING SEAM METAL
6	JULIETTE BALCONY, SEE 2/A4.4
7	METAL RAILING
8.1	FLUSH VINYL WINDOW, TYPICAL AT SIDE AND REAR ELEVATIONS, DARK GRAY
8.2	RECESSED VINYL WINDOW, TYPICAL AT STREET ELEVATION, DARK GRAY. PER DETAILS BELOW
9	ALUMINUM STOREFRONT SYSTEM, ANODIZED
10	METAL AWNING
11	OVERHEAD GARAGE DOOR
12	PAINTED PARAPET CAP
13	CONCRETE PLANTER
14	6' TALL WOOD CEDAR FENCE, SEE 4/A4.4
15	GARAGE VENTING LOUVER
16	EXPOSED CONCRETE, SMOOTH
17	WALL SCONCES
18	BOARD FORMED CONCRETE
19	POLICE/FIRE DEPT KNOX BOX
20	BACK FLOW PREVENTER PAINTED TO MATCH ADJACENT BUILDING FINISH COLOR
21	AUDIBLE VISUAL STROBE WARNING SIGNAL. ADJUSTIBLE SOUND LEVELS BETWEEN 69 AND 100DBA OR CAN BE SILENCED. SEE PRODUCT INFORMATION ON SHEET 3/A3.2

COLORS

A	CREAM WHITE
B	LIGHT GRAY
C	GRAY
D	DARK GRAY



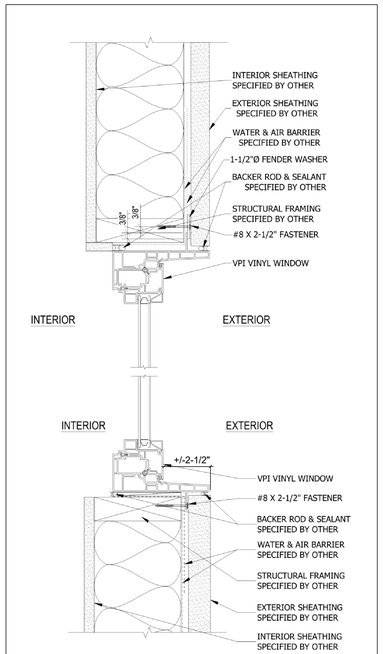
2 / A3.1 **SOUTH ELEVATION**

SCALE: 1/8" = 1'-0"



1 / A3.1 **EAST ELEVATION**

SCALE: 1/8" = 1'-0"



TYPICAL VINYL RECESSED WINDOW

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BUILDING ELEVATIONS

JOB #: 2314

SCALE: 1/8" = 1'-0"

A3.1

DATE: 02/13/25

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COLORS

- A CREAM WHITE
- B LIGHT GRAY
- C GRAY
- D DARK GRAY



1 A3.2 **WEST ELEVATION**

SCALE: 1/8" = 1'-0"

The decibel ratings can range from 66 dBA to 82 dBA.

WGES / WGEC Series

Outdoor Evacuation Signals

24 VDC Outdoor Commander Strobe and Horn/Strobe

1 unit per carton, 3 pounds per carton

Applications

The Outdoor Commander Series is a outdoor listed strobe and horn/strobe comination that offers dependable visible and/or audible alarms for all outdoor needs.

The WGE Series offers a fixed 75 candela strobe. The WGEC horn/strobe offers a continuous or synchable temporal 3 in 2400Hz, mechanical and chime as well as a whoop tone. All tones are easy for the professional to change in the field by the use of switches.

Included with the WGE Series is the GOE or GOELP outdoor enclosure. The enclosure is made of high quality Lexan® material, providing protection from weather related conditions and allowing the necessary full candela output. This highly constructed enclosure meets various installation requirements including deterring moisture from entering the enclosures.

The Outdoor Commander Series is equipped with a standard 4" mounting plate which incorporates the Super-Slide® feature that allows the installer to easily test for supervision. The product also features a locking mechanism which secures the product to the bracket without any screws showing. The WGE Series also features the Checkmate® instant voltage verification feature which allows the installer to check the voltage drop draw and match it to the blueprint.

The WGE Series appliances are ANSI/UL 464, ANSI/UL 1638, CAN/ULC S525 and/or CAN/ULC S526 listed for use with fire protective systems and are warranted for three years from date of purchase.



Standard Features

- Nominal voltage 24 VDC
- Fixed 75 candela
- GOE Unit Dimensions: 5.84" (14.83 cm) high x 4.81" (12.22 cm) wide x 4.22" (10.72 cm) deep
- GOELP Unit Dimensions: 5.84" (14.83 cm) high x 4.81" (12.22 cm) wide x 3.25" (8.255 cm) deep
- Super-Slide® - Ease of Supervision Testing
- Checkmate® Instant Voltage Verification
- Prewire entire system, install mounting bracket, then install signals
- Input terminals accept 12 to 18 AWG
- Horn/strobe switch selection for high or low dBA
- Horn/strobe switch for 2400 Hz, mechanical, chime and whoop tones
- Horn/strobe switch for continuous or temporal 3 (not available on whoop tone)
- Synchronize strobe and/or horn by using Gentex AVSM Control Module
- Silence audible while visual appliance will remain flashing
- Tamperproof re-entrant grill and locking screw (optional use)
- GOE/GOELP made of clear Lexan® - provides maximum visibility and reliability for effective visible signaling - allowing full 75cd output
- Faceplate available in red or off-white
- Wall mount

Product Listings

SIGNALING c UL us LISTED

- ANSI/UL 464 and ANSI/UL 1638 Listed
- CAN/ULC S525 and/or CAN/ULC S526 Listed
- CSFM: 7135-0569:122 (WGEC)
  7125- 0569:127 (WGES)
  7300- 0569:124 (ENCLOSURE)
- MEA: 285-91E-XVI

Product Compliance

- NFPA 72
- Americans with Disabilities Act (ADA)
- IBC/IFC/IRC
- Quality Management System is certified to: ISO 9001:2008

GENTEX CORPORATION

NEMA Member | Assembled in the USA

3 A3.2 **VISUAL AUDIBLE WARNING SIGNAL**



2 A3.2 **NORTH ELEVATION**

SCALE: 1/8" = 1'-0"

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BUILDING ELEVATIONS

JOB #: 2314

SCALE: 1/8" = 1'-0"

A3.2

DATE: 02/13/25

ELEVATION SHEET NOTES

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COLORS

- A CREAM WHITE
- B LIGHT GRAY
- C GRAY
- D DARK GRAY



2 A3.3 **COURTYARD SOUTH ELEVATION**
SCALE: 1/8" = 1'-0"



3 A3.3 **COURTYARD WEST ELEVATION**
SCALE: 1/8" = 1'-0"



1 A3.3 **COURTYARD NORTH ELEVATION**
SCALE: 1/8" = 1'-0"

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CONSULTANT NAME 5
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BUILDING ELEVATIONS

JOB #: 2314

SCALE: 1/8" = 1'-0"

A3.3

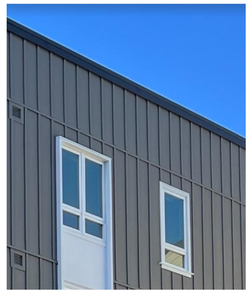
DATE: 02/13/25



KMW49 GREAT WHITE

1A PAINTED CEMENT PLASTER WITH VERTICAL AND HORIZONTAL JOINTS

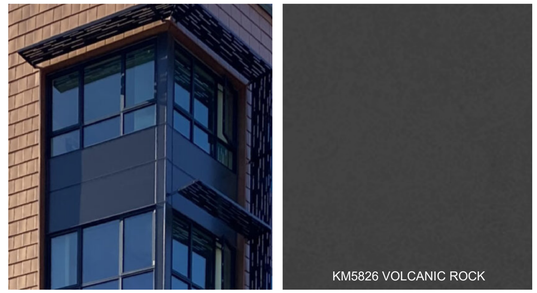
MANUFACTURER: OMEGA OR EQUAL, SMOOTH TEXTURE
3 COAT APPLICATION 7/8" THICK W/ACRYLIC FINISH COAT
OVER DRAIN MAT RAINSCREEN
WEBSITE:https://omega-products.com/commercial-2/



KM4948 BABY BARN OWL

2B FIBER CEMENT BOARD AND BATTEN SIDING

MANUFACTURER: JAMES HARDIE, OR EQUAL
BOARDS: 5/16" THICK SMOOTH, BATTENS 2.5"X2.5"X2.5" SMOOTH
RAINSCREEN INSTALLATION
WEBSITE:https://www.jameshardie.com/product-catalog/



KM5826 VOLCANIC ROCK

3C FIBER CEMENT ACCENT PANEL

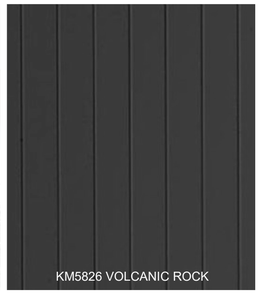
MANUFACTURER: JAMES HARDIE, OR EQUAL
BOARDS: 5/16" THICK SMOOTH
WEBSITE:https://www.jameshardie.com/product-catalog/



4 WOOD LIKE PANEL

MANUFACTURER: NICHIHA, VINTAGE WOOD, POPLAR, OR EQUAL, RAINSCREEN INSTALLATION
WEBSITE:https://www.nichiha.com/ OR
ACCOYA WOOD SIDING, RAINSCREEN INSTALLATION

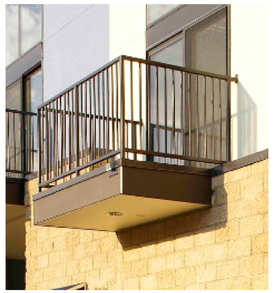




KM5826 VOLCANIC ROCK

5D STANDING SEAM METAL WALL PANELS

MANUFACTURER: MORIN, AEP SPAN OR WESTERN STATES
STANDING SEAM 12"o.c.
RAINSCREEN INSTALLATION
WEBSITE:https://www.westernstatesmetalroofing.com/standing-seam-roofing



7 METAL RAILING

PROVIDED BY STEEL FABRICATOR.
GALVANIZED AND PAINTED
PICKETS SPACING 2"-4" o.c.



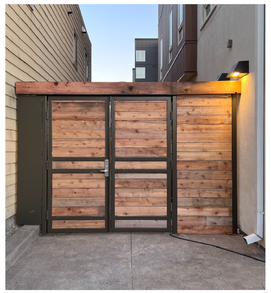
9 ALUMINUM STOREFRONT SYSTEM, ANODIZED, DARK BRONZE

PROVIDED BY STOREFRONT
SUBCONTRACTOR AGA OR EQUAL
WEBSITE: https://www.aga-ca.com/



10 METAL AWNING

MANUFACTURER: MORIN, AEP SPAN OR WESTERN STATES
FLUSH PANELS
RAINSCREEN INSTALLATION
WEBSITE:
https://www.morincorp.com/us/en/products/roof-systems/



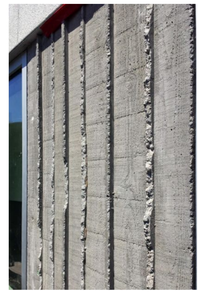
14 WOOD FENCE

1x6 CEDAR BOARDS MOUNTED TO LINE
16GA GALVANIZED STEEL POSTS.
STEEL GATE FRAME WITH LOCKABLE HARDWARE



17 WALL SCONCES DARK-SKY COMPLIANT

MODERN FORMS WS-W14220 DUSK 20" SCONCE



18 BOARD FORMED CONCRETE WALL

VERTICAL OVERPOURED
OR WITH 4" REVEALS

ELEVATION SHEET NOTES

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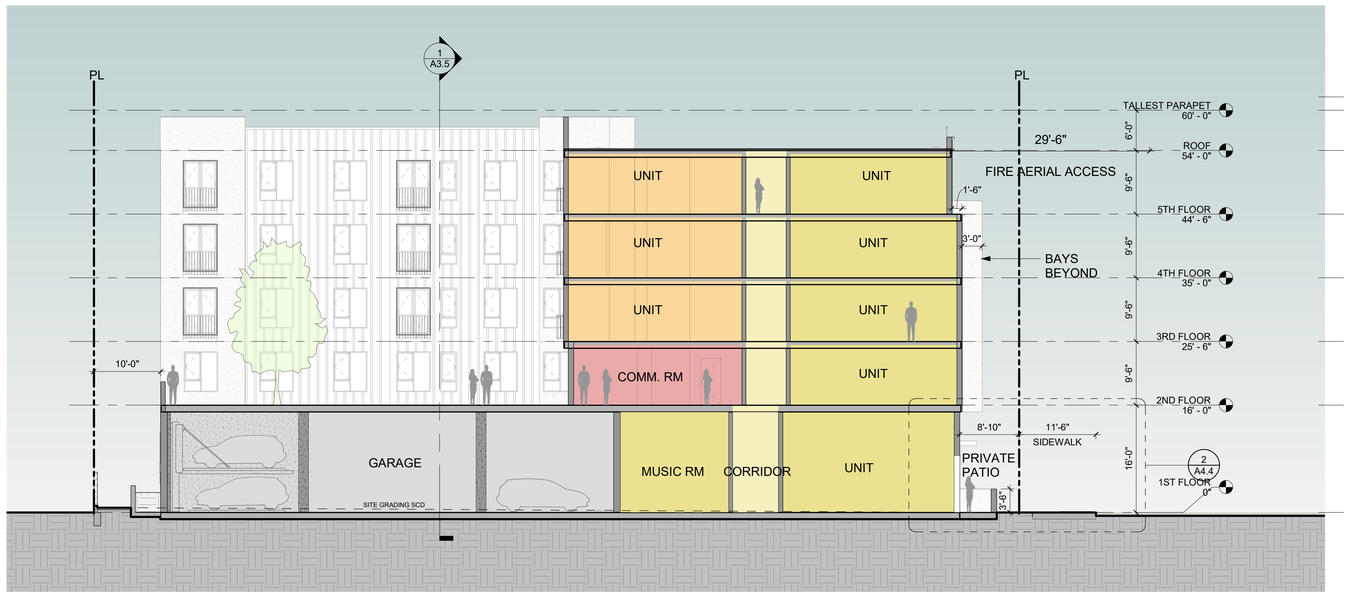
1835 ALCATRAZ AVE.
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ELEVATION MATERIAL BOARD

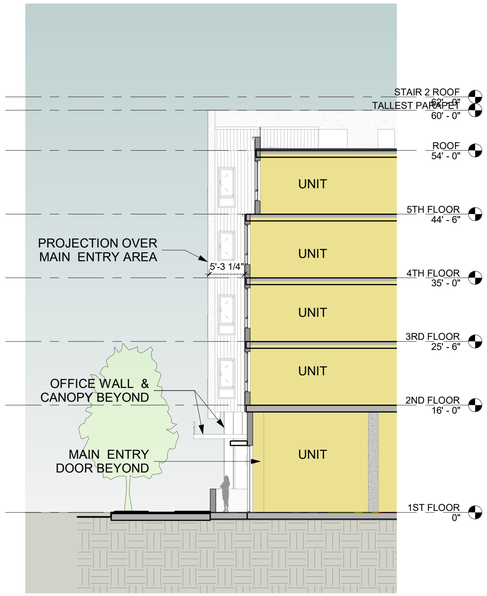
JOB #: 2314
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A3.4

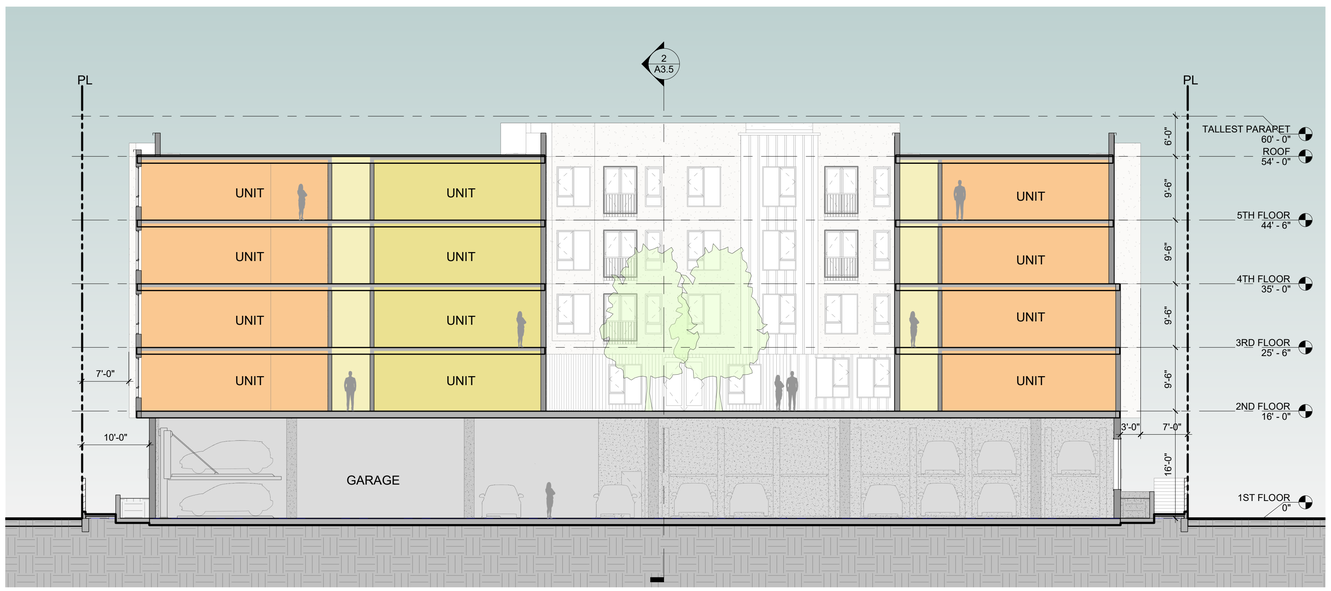
DATE: 02/13/25



2 A3.5 **CROSS SECTION**
SCALE: 3/32" = 1'-0"



3 A3.5 **SECTION AT ENTRY BAY**
SCALE: 3/32" = 1'-0"



1 A3.5 **LONGITUDINAL SECTION**
SCALE: 3/32" = 1'-0"

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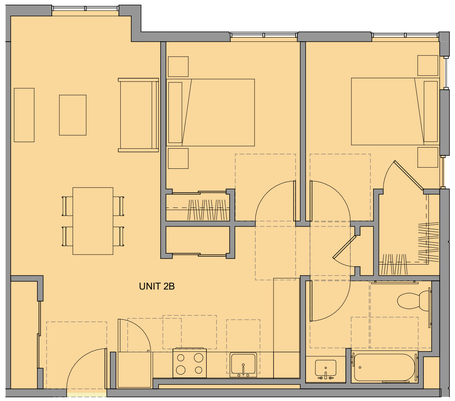
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BERKELEY, CA 94703

BUILDING SECTIONS

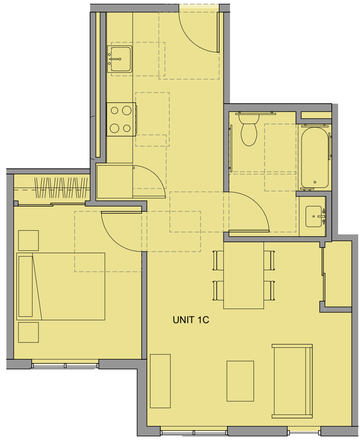
JOB #: 2314
SCALE: 3/32" = 1'-0"

A3.5

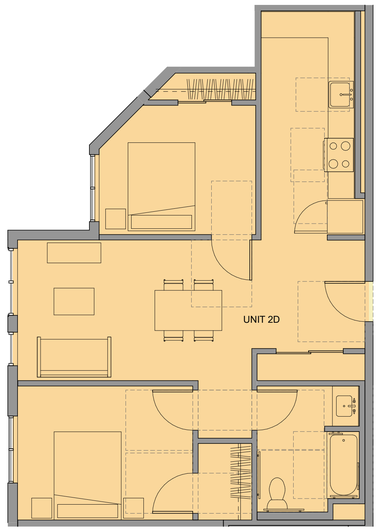
DATE: 02/13/25



6 A4.1 **UNIT 2B** 845 NET SF
SCALE: 3/16" = 1'-0"



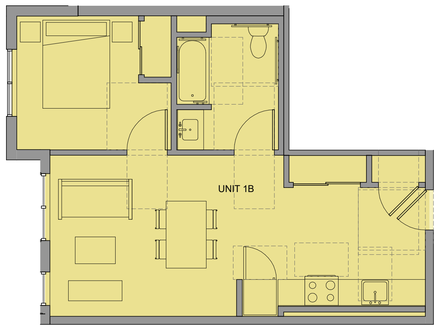
3 A4.1 **UNIT 1C** 580 NET SF
SCALE: 3/16" = 1'-0"



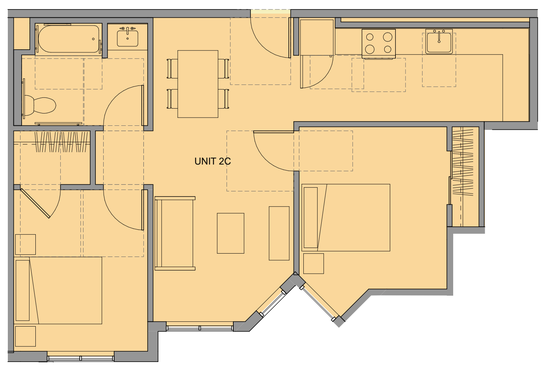
8 A4.1 **UNIT 2D** 808 NET SF
SCALE: 3/16" = 1'-0"



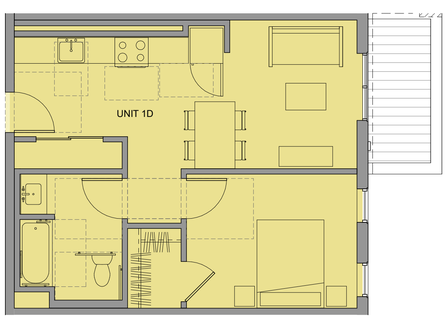
5 A4.1 **UNIT 2A** 871 NET SF
SCALE: 3/16" = 1'-0"



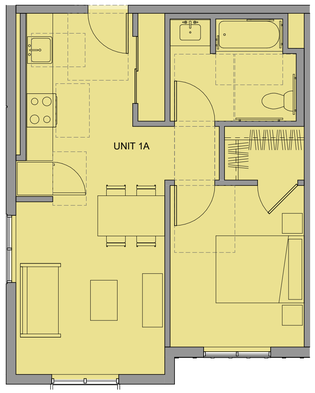
2 A4.1 **UNIT 1B** 542 NET SF
SCALE: 3/16" = 1'-0"



7 A4.1 **UNIT 2C** 794 NET SF
SCALE: 3/16" = 1'-0"



4 A4.1 **UNIT 1D** 550 NET SF
SCALE: 3/16" = 1'-0"



1 A4.1 **UNIT 1A** 558 NET SF
SCALE: 3/16" = 1'-0"

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333 Bryant Street, Suite 300, San Francisco, CA 94107 T 415.974.5352

CIVIL ENGINEER
SANDIS ENGINEER
636 9th St., Oakland, CA 94607

LANDSCAPE ARCHITECT
JETT LANDSCAPE ARCHITECTURE + DESIGN
2 Theatre Square Suite 218,
Orinda, CA 94563

CONSULTANT DISCIPLINE 3
CONSULTANT NAME 3
CONSULTANT 3 FULL ADDRESS

CONSULTANT DISCIPLINE 4
CONSULTANT NAME 4
CONSULTANT 4 FULL ADDRESS

CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

.

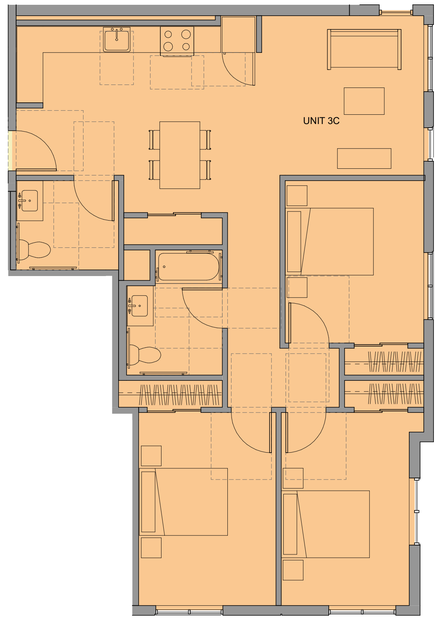
1835 ALCATRAZ AVE.
BERKELEY, CA 94703

UNIT PLANS

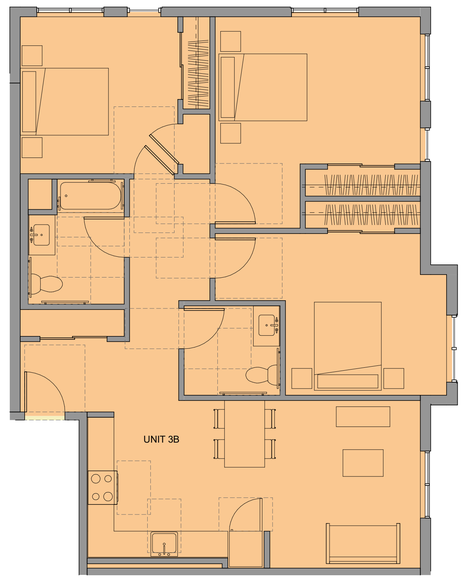
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A4.1

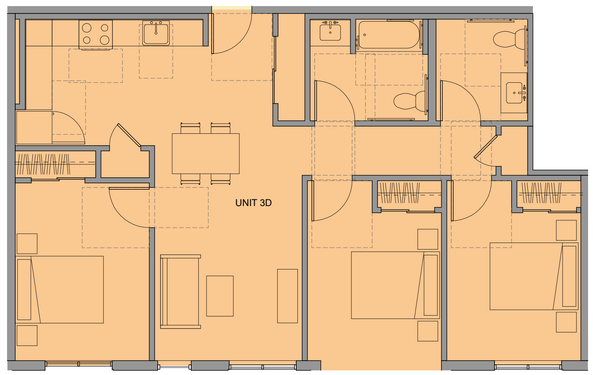
DATE: 02/13/25



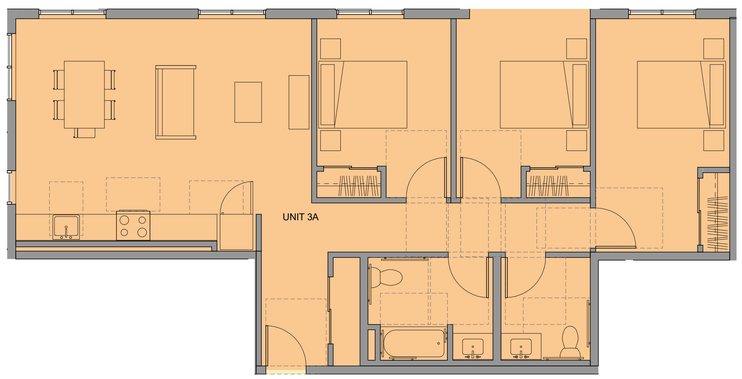
3 A4.2 **UNIT 3C** 1,111 NET SF
SCALE: 3/16" = 1'-0"



2 A4.2 **UNIT 3B** 1,187 NET SF
SCALE: 3/16" = 1'-0"



4 A4.2 **UNIT 3D** 1,058 NET SF
SCALE: 3/16" = 1'-0"



1 A4.2 **UNIT 3A** 1,151 NET SF
SCALE: 3/16" = 1'-0"

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2 Theatre Square Suite 218,
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CONSULTANT DISCIPLINE 3
CONSULTANT NAME 3
CONSULTANT 3 FULL ADDRESS

CONSULTANT DISCIPLINE 4
CONSULTANT NAME 4
CONSULTANT 4 FULL ADDRESS

CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

.

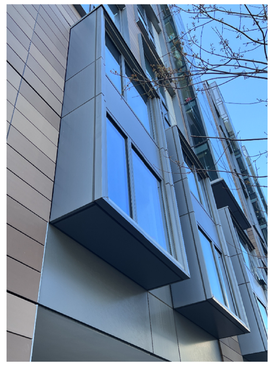
1835 ALCATRAZ AVE.
BERKELEY, CA 94703

UNIT PLANS

JOB #: 2314
SCALE: 3/16" = 1'-0"

A4.2

DATE: 02/13/25



6. BAY WINDOWS

FRONT AND THE SIDES



5. STEPBACK

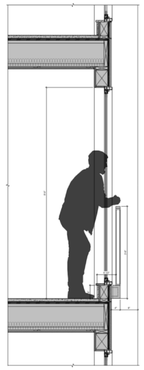
UPPER FLOOR STEPBACK WITH BRIGHTER COLOR FINISH TO REDUCE THE VISUAL IMPACT



RECESSED GARAGE ENTRY

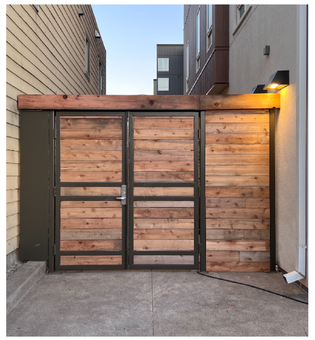
AWAY FROM THE STREET

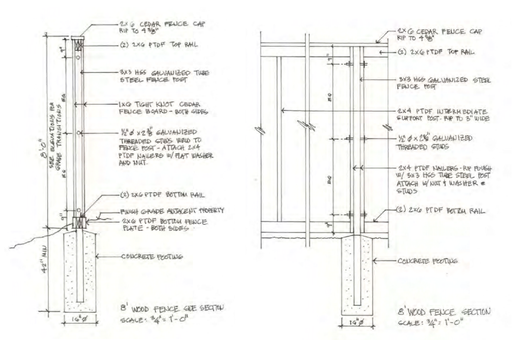




2. JULIETTE BALCONY

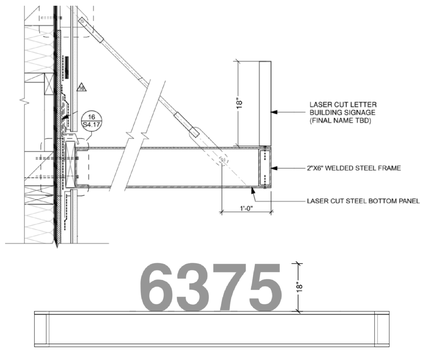
WITH IN-SWING WINDOWS





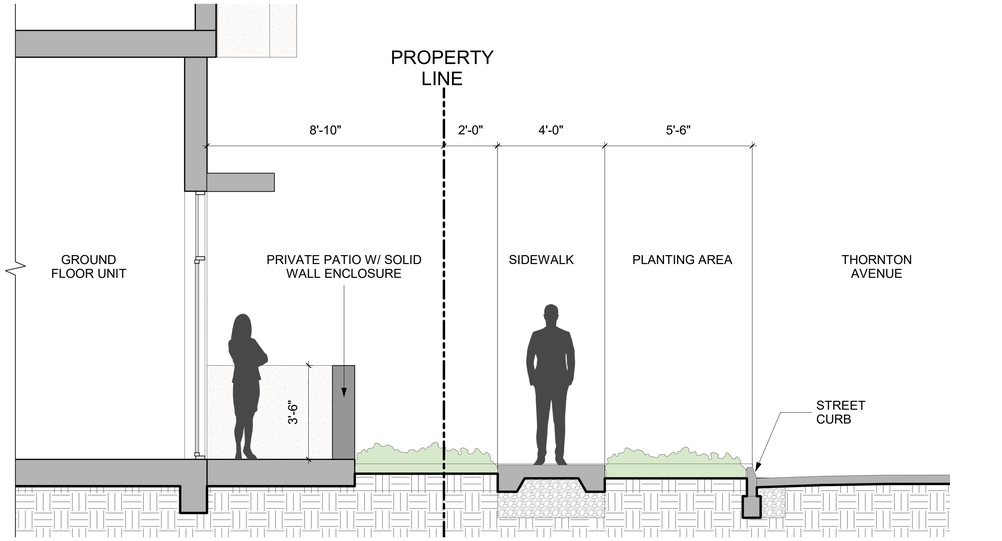
4. LANDSCAPE FENCE/GATE





3. LASER CUT BUILDING SIGNAGE ON CANOPY (BUILDING NAME TBD)





1. PRIVATE PATIO ON THE GROUND FLOOR

A4.4

0' 4' 8' 16'

6347-75 THORNTON AVE | BUILDING DESIGN ELEMENT

NEWARK, CA | 02/13/25 |

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

VAN METER WILLIAMS POLLACK LLP

RESOURCE CONSERVATION

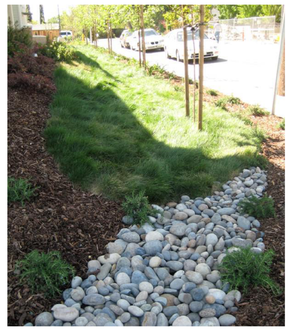
CONTENT

ALL ELECTRIC

BUILD IT GREEN

GreenPoint RATED™

STORMWATER CONTROL



BIOSWALE & PLANTER



BIO RETENRION PLANTER & PERMEABLE PAVER



ENERGY EFFICIENCY



PHOTOVOLTAIC PANELS



SOLAR HOT WATER

Energy

Money Isn't All You're Saving

INDOOR AIR QUALITY



NATURAL VENTILATION. LOW OR NO VOC PAINT

COMMUNITY & QUALITY OF LIFE



SECURED INDOOR BIKE PARKING



PODIUM RAISED PLANTERS FOR ON-SITE AGRICULTURE & FOOD PRODUCTION

WATER CONSERVATION



DROUGHT TOLERANT PLANTS



LOW FLOW PLUMBING FIXTURES

0' 4' 8' 16'

A4.5

6347-75 THORNTON AVE | SUSTAINABLE DESIGN ELEMENT

NEWARK, CA | 02/13/25 |

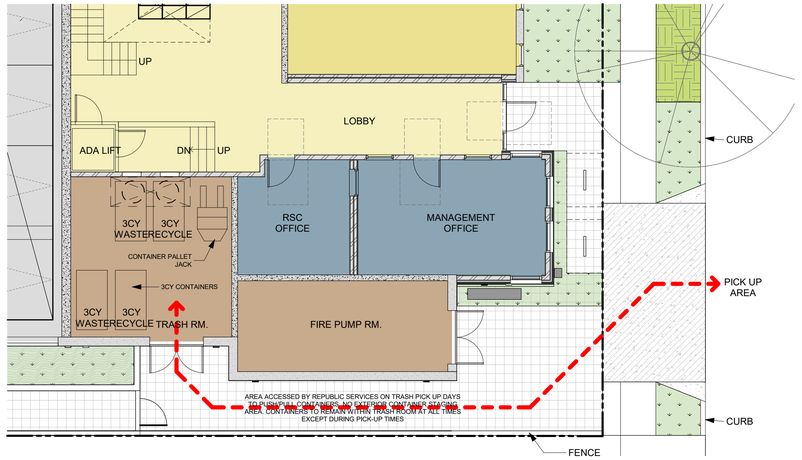
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PROJECT SITE



ENLARGED TRASHROOM AND STAGING AREA PLAN



TYPICAL ELECTRIC PALLET JACK FOR MOVING TRASH CONTAINERS

ULINE 1-800-295-5510

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Home > All Products > Material Handling > Pallet Trucks > Electric Pallet Trucks

Big Joe® Electric Pallet Truck - 3,000 lb



More Images & Video

Effortlessly move heavier loads with this quiet, self-propelled pallet truck. Load and unload delivery and transfer trucks.

- Compact design moves easily in narrow warehouse and retail aisles.
- **4 1/2 hours** service per charge: two 12 volt, 85 Ah maintenance-free batteries with built-in charger.
- Push-button lift controls and forward/reverse thumb wheels on an ergonomic handle. Reverse safety switch keeps operator safe.
- Lift range: 3 to 7 1/2".
- Polyurethane wheels.
- 180° steering arc.
- View video.

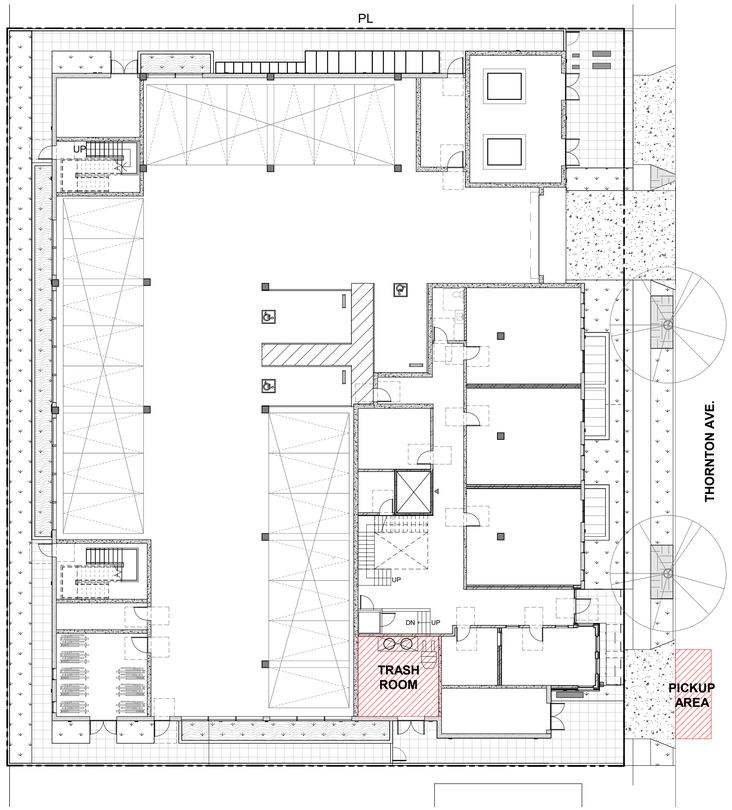
MODEL NO.	FORK SIZE L x W	LOAD CAPACITY	RECHARGEABLE BATTERY	DRIVE MOTOR	WHEEL DIAMETER	WT. (LBS.)	PRICE EACH	IN STOCK SHIPS TODAY
H-4709	45 x 27"	3,000 lbs.	85 Ah	.65 kw DC	8" // 2 1/4"	489	$4,050	1 ADD

SHIPS ASSEMBLED VIA MOTOR FREIGHT

Additional Info | Parts | Shopping Lists | Request a Catalog

SAME DAY SHIPPING | HUGE SELECTION IN STOCK | SHIPS FROM 13 LOCATIONS

GROUND FLOOR PLAN



WILL SERVE LETTER

REPUBLIC SERVICES

Sustainability in Action

April 10th, 2024

Satellite Affordable Housing Associates
Attn: Jonathan Astmann
1835 Alcatraz Ave
Berkeley, CA 94703

RE: Proposed Development at 6347-6375 Thornton Ave, Newark CA

Jonathan,

Republic Services has reviewed the plan for the trash collection at 6347-6375 Thornton Ave in Newark, CA and we do not foresee any issues providing services to the property.

Feel free to reach out if you have any questions.

Best,

Joe Chu
General Manager
42600 Boyce Rd
Fremont, CA 94538
jchu@republicservices.com
510-354-2451

18500 N. Allied Way Phoenix, AZ 85054 | RepublicServices.com | Environmental Services, Recycling & Waste

VAN METER WILLIAMS POLLACK LLP

Ben Chuaqui <ben@vmwp.com>

RE: [EXT] RE: Thornton - New service inquiry
1 message

Chu, Joe <JChu@republicservices.com> Fri, Dec 20, 2024 at 2:39 PM
To: Ben Chuaqui <Ben@vmwp.com>, Jonathan Astmann <jastmann@sahahomes.org>
Cc: Pei Chi Chen <peichi@vmwp.com>

Was the plan prior to this to have the property management have someone move the bins in and out of the trash room? If that's the case, there is no difference between that and having us push/pull them. Our concern on our end is having our truck stopped on a very busy road after 6am since it's a residential property for a long period of time. We do offer the service but there is a supplemental fee associated with it, and we do not offer porter services such as maintaining the bins under the chutes.

PRELIMINARY TRASH MANAGEMENT PLAN

RESIDENTIAL TRASH VOLUME PROJECTION

Residential Waste: 0.16 Cubic Yard (32 gallon) per week/unit
Residential Recycling: 0.16 Cubic Yard (32 gallon) per week/unit

Below is a summary of projected loose bin trash volumes

TRASH PLAN						
UNITS	LOOSE WASTE VOLUME CY/WEEK	LOOSE RECYCLING VOLUME CY/WEEK	LOOSE WASTE 3CY BINS/WEEK	LOOSE RECYCLING 3CY BINS/WEEK	LOOSE WASTE PICK UP FREQUENCY TIMES/WEEK	LOOSE RECYCLING PICK UP FREQUENCY TIMES/WEEK
59	9.44	9.44	4	4	2*	2*

* 2 bins each time

0' 4' 8' 16'

6347-75 THORNTON AVE | SOLID WASTE PLAN

NEWARK, CA | 02/13/25 |

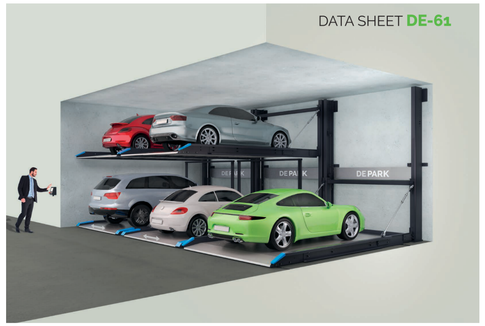
A5.1

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

VAN METER WILLIAMS POLLACK LLP

DE PARK

Parking. Surprisingly simple.



DE-61 (without pit)
HIGH PARKING COMFORT
FOR CLEAR HEIGHTS FROM **330 CM** ONLY

Independent parking on **2 levels**
with semi-automatic control

Digital Parking Technologies

Made in Germany

Modular arrangement in segments,
minimum 2 segments
for 3 vehicles
are required

Gates
- without gates (standard)
- with gates (as an option)

Platforms are horizontally accessible



- Suitable for **condominium and office buildings,** and **automotive sector.**
- Usable for **trained and permanent users only.**

VEHICLE WEIGHT (max.)



Standard
- 2000 kg, 500 kg wheel load

Optional
- 2600 kg, 650 kg wheel load

THE FUNCTIONALITY OF DE-PARK DIGITAL

Our Digital Series have a combination of lifting and sliding platforms. There is one sliding platform less than lifting platforms per system. A system with up to 10 segments and 19 parking spaces is possible. You can choose your parking space with one touch at the control panel.
The example shows 3 grids with 5 parking places: 1 empty space is needed for the movement.



A) To get your parking space N° 1 to the ground floor parking space N° 5 lifts to the top position ...

B) A horizontal movement to the right by the sliding places N° 2 and N° 4 is followed ...

C) After the platforms reach their defined positions your lifting platform N° 1 is lowered to the entrance level.

sliding

lifting and lowering

Our Standard Design for you!

LEVEL PLATFORMS instead of trapezoidal sheets

FREE ACCESS TO VEHICLE DOORS thanks to system columns in the rear area only

INNOVATIVE SLIDING GATES for a bigger manoeuvering area.

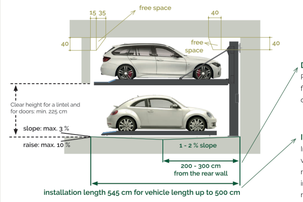


More comfort and more safety for user and vehicle.

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LENGTH DIMENSIONS

DIMENSIONS in cm



Drainage
Please provide 1 to 2 % slope in the floor. Distance for drainage in the area of 200 bis 300 cm from the back wall.

Installation length
Installation length of min. 545 cm for vehicle length of up to 500 cm is required. For large touring sedans an installation length of min. 560 cm is recommended. This enables also larger safety distances, if newer, longer vehicles are purchased.

With our innovative design the access to the parking place is very easy.
Our flat profile over the complete platform provides higher comfort and driving safety.
The light rise of the entrance to the parking place and the reduced side beam of the lifting platform allow an easy maneuvering and reduce the risk of wheel collision.

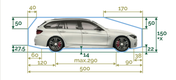
HEIGHT DIMENSIONS



H = clear height
C1 = vehicle height bottom*
C2 = vehicle height top*

H	C1	C2		C1	C2		C1	C2
330	150	150		–			–	
340	160	150		–			–	
350	170	150	or	160	160		–	
360	180	150	or	170	160		–	
370	190	150	or	180	160	or	170	170
380	200	150	or	190	160	or	180	170

CLEARANCE PROFILE



***Vehicle height**
Higher cars can be parked on the platform above in case of more ceiling height.
The total vehicle height, including the roof rack, antenna, etc., must not exceed the mentioned maximum height values.

All dimensions are minimum finished dimensions.
Allow for tolerances to VOB Part C (DIN 18330, 18331) and additionally DIN 18202 (+ 30 mm / 0 mm.

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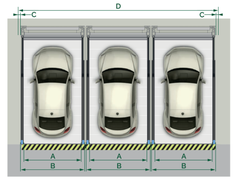
8'-61/4" standard platform width

WIDTH DIMENSIONS

DIMENSIONS in cm

ARRANGEMENT IN SEGMENTS

A = parking width (clear platform width)[1]
B = segment width
C = additional width (outer segments)[2]
D = total width[3]



A driving lane in front of each segment is required for access.

parking width A	segment width B	additional width C
230	250	10
240	260	10
250	270	10
260	280	10
270	290	10

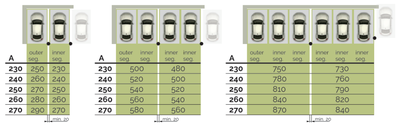
We recommend a parking width of at least 260 cm for a comfortable parking.

1 The clear parking width of the sliding platform is basically 15 cm smaller than the lifting platform due to its design. Anyway, sufficient space for parking and getting in and out of the car is provided by using low side-carriers on the sliding platform.
2 An additional width of 10 cm must be provided for each of both outer segments.
3 Tolerance of dimensions on the construction site - 0 to + 3 cm.

DE-61 is available with **10 segments for 19 parking spaces** within one system.

parking width A	total width D by x segments									
	2 seg. 3 cars	3 seg. 5 cars	4 seg. 7 cars	5 seg. 9 cars	6 seg. 11 cars	7 seg. 13 cars	8 seg. 15 cars	9 seg. 17 cars	10 seg. 19 cars
230	520	770	1020	1270	1520	1770	2020	2270	2520
240	540	800	1060	1320	1580	1840	2100	2360	2620
250	560	830	1100	1370	1640	1910	2180	2450	2720
260	580	860	1140	1420	1700	1980	2260	2540	2820
270	600	890	1180	1470	1760	2050	2340	2630	2920

WIDTH DIMENSIONS when pillars are in front of the parking area



A	outer seg.	inner seg.
230	250	230
240	260	240
250	270	250
260	280	260
270	290	270

min. 20

A	outer seg.	inner seg.	inner seg.	inner seg.
230	500	480		
240	520	500		
250	540	520		
260	560	540		
270	580	560		

min. 20

A	outer seg.	inner seg.	inner seg.	inner seg.	inner seg.
230	750		730		
240	780		760		
250	810		790		
260	840		820		
270	870		840		

min. 20

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OPERATION of parking systems



„FDS remote-diagnosis-system" for a quick online analysis and reliable diagnosis for smooth operation .
Available as an option.

To be provided on site:
DSL line with internet access at the control cabinet.

OPERATION WITH GATES in semi-automatic function by Touch-Screen control unit.
Choose your parking space simply and conveniently by touch screen and follow the movement of your platform on the screen. The control unit is activated by a key-switch to ensure a safe access for permitted users only.

Access gates at the entrance of the system are required for safety reasons.

Mounting of control unit:
Wall mounting (in-wall / surface-mounted).
Alternative mounting options are available upon request.

OPERATION WITHOUT ACCESS GATES
A semi-automatic operation via Touch-Screen is only permitted with gates, otherwise the system is controlled in dead hand control and the entrance area is monitored by light barriers.

"Stay comfortably in your car and let the system do the rest."

Upgrade: Operation by remote control
Each user will receive a coded remote control for its parking space.
By simply pushing the button, the system will provide the selected platform.
The opening and closing of the gates by remote control is only possible when using electrically driven gates. Also external access gates and / or vehicle detectors can be operated by remote control.

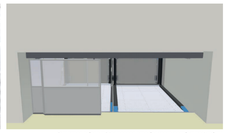
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GATES (as an option)

If no gates are installed, the system must be operated in dead hands control for safety reasons, see operation of parking systems.



Figure above: DE-611 system for demonstration only.



Our gates offer a wider access area for more comfort and safety.

COMFORT PLUS by using our innovative gates,

we provide a bigger manoeuvering area for easy system access and minimized risk of collision.

OPERATION OF GATES
Manual sliding gates (standard)
The gates are opened and closed manually. The locking mechanism is secured by a mechanical lock.

Electric sliding gates (optional)
Electric door drive: The gates are operated semi-automatically via the touch screen control unit of the entire system (function on the touch: open gate/close gate).

FRAME AND FILLUNG
The frame of the gate consists of an aluminum profile with a filling of corrugated mesh (30 mm x 30 mm x 3 mm).

Optional with polycarbonate PC-4 mm.

GUIDANCE AND DRIVE
The gate is mainly guided from above, in the lower area on the finished floor a filigree running rail (polyethylene rail 15 mm high) is pegged to the floor.
The drive technology is also located in the upper area of the frame cover to save space.

Another upgrade to the optional version: Operation of the gates via remote control.



INSTALLATION DATA

H = clear height
HG = entrance height*

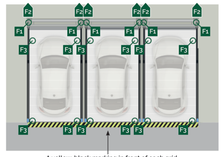
H	HG
225 cm	200 cm

Installation depth: 40 cm

*Notes:
The maximum vehicle height is restricted by entrance height minus 5 cm.
Other dimensions, as well as detailed technical information about our innovative sliding gates are available on request

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CONSTRUCTION REQUIREMENTS (see also planning notes)



A yellow-black marking in front of each grid, 10 cm wide, according to ISO 3864 has to be provided (on-site)



The force F2 can also be absorbed via the ceiling.
Ceiling fixation available upon request.

FORCES TO THE STRUCTURE

	2000 kg	2600 kg
F1	20 kN	25 kN
F2	20 kN	25 kN
F3	8 kN	10 kN

WALLS
Walls on the entry side and rear are to be made of concrete and completely flat (without protruding parts).

ANCHORING & FLOOR REQUIREMENTS
The systems are directly anchored into the floor with heavy duty anchor bolts. The depth of the drill hole is approx. 13 cm. The base plate thickness must be minimum 20 cm with a concrete quality according to the static requirements of the building. Minimum requirement of the concrete quality is C20/25. The precise position of the load application points is available on request.
Please also adhere to EVENNESS TOLERANCES TO DIN 18202, table 3, line 3. Exact levelling of the ground by the costumer is essential. The distance between the lower flange of the platforms and the garage ground must not 2 cm.

ELECTRIC INSTALLATION

To be provided from customer:

Item	Description
1	Electric meter
2	Fuse or automatic circuit breaker according to DIN VDE 0100, part 430. 3 x 16 A slow
3	Supply line to main switch 3 PH + N + PE according to local regs.
4	Main switch loackable
5	Connection for the protective potential equalization according to DIN 60204
6	Protective bonding all 10 m

Power supply and system performance
- power supply: 400 Volt, 50 Hz, 3 phaze
- system performance: 3.0 kW

Control cabinet
Size (depth x width x height): 253,5 mm x 511 mm x 711 mm
Position: The control cabinet must be placed outside the moving range of the system. We recommend positioning the cabinet near the system for a better overview of the system. The space in front of the cabinet must be minimum 1 m for opening the door and the operator.

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PLANNING NOTES

Hydraulic unit
Size (depth x width x height):
approx. 230 mm x 800 mm x 900 mm
Position: Space-saving arrangement between the columns on the rear wall or outside the system as per agreement.

Maintenance, cleaning and prevention
The systems must be serviced and cleaned regularly according to our operating instructions. Please ensure that there is sufficient drainage.

Safety fences • Barriers
Must be installed in the pedestrian area, accessible areas around the system as per DIN EN ISO 13857 (on site, also during the installation).

Ventilation
The parking garage must be adequately ventilated.

Lighting
The parking spaces must be adequately illuminated on site as per regulations.

Temperature
Temperature range from - 5 to + 40° C.
Relative humidity max. 80 %.
Please contact DE-PARK in case of different conditions.

Noise emissions
According to the noise insulation regulations for buildings to DIN 4109, a value of 30 dB (A) must be complied with in occupied rooms and spaces. You receive a sound insulation package with the system for the required 30 dB (A) insulation of the structure is also necessary. Sound reduction index min. Rw = 57 dB.

Fire safety
The garage design must fulfit the regional fire safety provisions. The requirements can vary. Therefore the situation must be clarified and information obtained in advance by the customer and then agreed and coordinated.

Declaration of conformity
Car Parking Systems of DE-PARK are conform to EG-Machinery Directive 2006/42/EG and to DIN EN 14010 (safety).



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333 Bryant Street, Suite 300, San Francisco, CA 94107 T 415.974.5352

CIVIL ENGINEER
SANDIS ENGINEER | SURVEY | PLAN
636 9th St., Oakland, CA 94607

LANDSCAPE ARCHITECT
JETT LANDSCAPE ARCHITECTURE + DESIGN
2 Theatre Square Suite 218,
Orinda, CA 94563

CONSULTANT DISCIPLINE 3
CONSULTANT NAME 3
CONSULTANT 3 FULL ADDRESS

CONSULTANT DISCIPLINE 4
CONSULTANT NAME 4
CONSULTANT 4 FULL ADDRESS

CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

SAHA
SATELLITE AFFORDABLE HOUSING ASSOCIATES

1835 ALCATRAZ AVE.
BERKELEY, CA 94703

PARKING LIFT CONCEPT

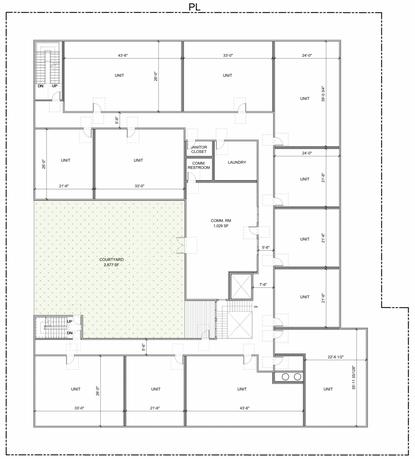
JOB #: 2314

SCALE:

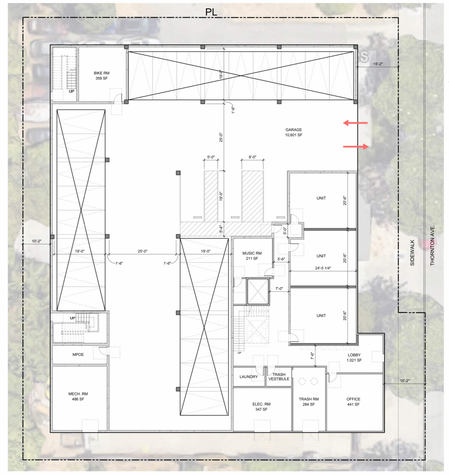
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DATE: 02/13/25

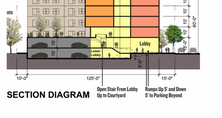
OPTION A : THREE-LEVEL STACKER



2 A2.10A **2ND FLOOR** SCALE: 3/32" = 1'-0"



1 A2.10A **1ST FLOOR** SCALE: 3/32" = 1'-0"



SECTION DIAGRAM

AREA TABULATION (SF)								
LEVEL	RESIDENTIAL	OFFICE	CIRCULATION	COURTYARD	AMENITY	UTILITY	GARAGE	TOTAL
GROUND (CONCRETE)	1,550	440	1,500		570	1,440	10,600	16,100
FLOOR 2	9,340		2,340	2,877	1,490	100		16,147
FLOOR 3	11,200		2,110		425	100		13,835
FLOOR 4	11,200		2,110		425	100		13,835
FLOOR 5	11,200		2,110		425	100		13,835
TOTAL	44,490	440	10,170	2,877	3,335	1,840	10,600	73,752

PARKING : 72 STALLS (69 STACKER + 3 SURFACE)

UNIT MIX				
LEVEL	1BR	2BR	3BR	TOTAL
GROUND	3			3
FLOOR 2	5	3	4	12
FLOOR 3	6	4	4	14
FLOOR 4	6	4	4	14
FLOOR 5	6	4	4	14
TOTAL	26	15	16	57

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CONSULTANT 5 FULL ADDRESS

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CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THRONTON AVE

ENTER PROJECT'S FULL ADDRESS

Client:

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

1835 ALCATRAZ AVE. BERKELEY, CA 94703

FIRST-SECOND FLOOR PLAN

JOB # 2314
SCALE: 3/32" = 1'-0"

A2.10A

DATE: 06/05/22

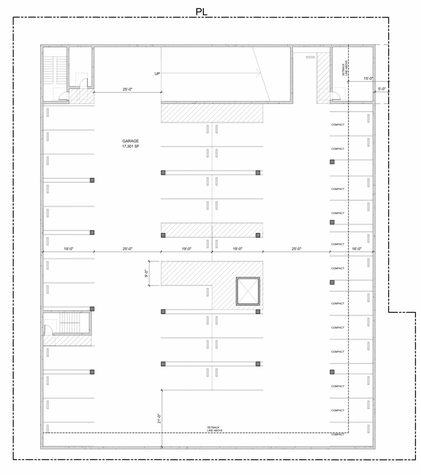
OPTION B : BASEMENT



2 A2.10B **1ST FLOOR** SCALE: 3/32" = 1'-0"



SECTION DIAGRAM



1 A2.10B **GARAGE FLOOR** SCALE: 3/32" = 1'-0"

AREA TABULATION (SF)								
LEVEL	RESIDENTIAL	OFFICE	CIRCULATION	COURTYARD	AMENITY	UTILITY	GARAGE	TOTAL
BASEMENT (CONCRETE)			480			440	16,783	17,703
GROUND (CONCRETE)	1,650	430	1,540		970	1,440	8,906	14,936
FLOOR 2	9,340		2,390	2,842	1,490			16,062
FLOOR 3	11,200		2,160		425			13,785
FLOOR 4	11,200		2,160		425			13,785
FLOOR 5	11,200		2,160		425			13,785
TOTAL	44,590	430	10,890	2,842	3,735	1,880	25,689	90,056

PARKING : 63 SURFACE STALLS

UNIT MIX				
LEVEL	1BR	2BR	3BR	TOTAL
GROUND	3			3
FLOOR 2	5	3	4	12
FLOOR 3	6	4	4	14
FLOOR 4	6	4	4	14
FLOOR 5	6	4	4	14
TOTAL	26	15	16	57

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GARAGE - FIRST FLOOR PLAN

JOB # 2314
SCALE: 3/32" = 1'-0"

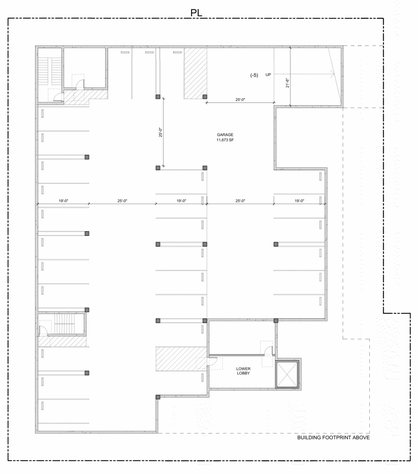
A2.10B

DATE: 06/05/22

OPTION C : SPLIT LEVEL



2 A2.10C **1ST FLOOR** SCALE: 3/32" = 1'-0"



1 A2.10C **GARAGE FLOOR** SCALE: 3/32" = 1'-0"

SECTION DIAGRAM Open Stair From Lobby Up to Courtyard; Ramps Up 5' and Down 5' to Parking Beyond

AREA TABULATION (SF)								
LEVEL	RESIDENTIAL	OFFICE	CIRCULATION	COURTYARD	AMENITY	UTILITY	GARAGE	TOTAL
BASEMENT (CONCRETE)			800		550		12,200	13,550
GROUND (CONCRETE)	1,620	410	1,850		680	1,463	9,540	15,563
FLOOR 2	9,350		2,427	2,842	1,200	200		16,019
FLOOR 3	11,200		2,140		250	210		13,800
FLOOR 4	11,200		2,140		250	210		13,800
FLOOR 5	11,200		2,140		250	210		13,800
TOTAL	44,570	410	11,497	2,842	3,180	2,293	21,740	86,532

PARKING : 52 SURFACE STALLS

UNIT MIX				
LEVEL	1BR	2BR	3BR	TOTAL
GROUND	3			3
FLOOR 2	5	3	4	12
FLOOR 3	6	4	4	14
FLOOR 4	6	4	4	14
FLOOR 5	6	4	4	14
TOTAL	26	15	16	57

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CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID DATE NAME

Project:

THRONTON AVE

ENTER PROJECT'S FULL ADDRESS

Client:

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

1835 ALCATRAZ AVE. BERKELEY, CA 94703

GARAGE - FIRST FLOOR PLAN

JOB # 2314
SCALE: 3/32" = 1'-0"

A2.10C

DATE: 06/05/22

JAMES E. ROBERTS-OBAYASHI CORPORATION

PRELIMINARY COST BREAKDOWN

6347 Thornton Parking Options

Newark, CA.

	Description	Sec #	Option A	Option A-1	Option A-2	Option B	Option C
1	General Conditions	01100	$ -	$ -	$ -	$ 140,431	$ 93,621
2	Earthwork	02200	$ 280,449	$ 280,449	$ 182,554	$ 597,784	$ 318,353
3	Pavement Markings	02580	$ 7,702	$ 8,119	$ 11,018	$ 21,557	$ 16,984
4	Building Concrete	03300	$ 2,978,543	$ 2,604,103	$ 2,650,868	$ 3,853,411	$ 3,396,033
5	Unit Masonry	04200	$ 48,087	$ 48,087	$ 48,087	$ 127,681	$ 100,597
6	Cold-Formed Metal Framing	05400	$ 112,887	$ 112,887	$ 112,887	$ 153,201	$ 161,278
7	Metal Fabrication	05500	$ 24,980	$ 24,980	$ 24,980	$ 66,328	$ 52,258
8	Prefabricated Metal Stairs	05710	$ 47,000	$ 47,000	$ 47,000	$ 94,000	$ 94,000
9	Finish Carpentry	06200	$ 13,115	$ 13,115	$ 13,115	$ 34,822	$ 27,435
10	Waterproofing	07100	$ 136,560	$ 136,560	$ -	$ 99,180	$ 49,590
11	Hollow Metal Doors & Frames	08100	$ 6,245	$ 6,245	$ 6,245	$ 16,582	$ 13,065
12	Overhead Garage Gates	08360	$ 62,500	$ 62,500	$ 62,500	$ 62,500	$ 125,000
13	Finish Hardware	08700	$ 3,123	$ 3,123	$ 3,123	$ 8,291	$ 6,532
14	Gypsum Wall Board	09250	$ 179,553	$ 179,553	$ 179,553	$ 226,069	$ 210,240
15	Painting	09900	$ 21,858	$ 21,858	$ 21,858	$ 58,037	$ 45,726
16	Elevators	14200	$ -	$ -	$ -	$ 46,500	$ 46,500
17	Parking Lifts	14400	$ 1,828,500	$ 1,192,500	$ 1,192,500	$ -	$ -
18	Plumbing	15400	$ 19,500	$ 19,500	$ -	$ 29,280	$ 25,620
19	Fire Protection	15500	$ 132,193	$ 111,193	$ 111,193	$ 190,693	$ 150,242
20	H.V.A.C.	15800	$ 56,205	$ 56,205	$ 56,205	$ 149,238	$ 117,581
21	Electrical	16100	$ 110,328	$ 110,328	$ 110,328	$ 157,529	$ 124,113
	SUBTOTAL		$ 6,069,323	$ 5,038,300	$ 4,834,009	$ 6,133,114	$ 5,174,766
	City Tax	0.50%	$ 30,347	$ 25,191	$ 24,170	$ 30,666	$ 25,874
	GC Insurance	1.35%	$ 82,346	$ 68,357	$ 65,585	$ 83,211	$ 70,209
	Fee	4.00%	$ 247,281	$ 205,274	$ 196,951	$ 249,880	$ 210,834
	G.C. Bond	0.60%	$ 38,576	$ 32,023	$ 30,724	$ 38,981	$ 32,890
	Current Market Total		**$ 6,467,872**	**$ 5,369,145**	**$ 5,151,439**	**$ 6,535,852**	**$ 5,514,573**
	Contractor's Contingency	2.00%	$ 129,357	$ 107,383	$ 103,029	$ 130,717	$ 110,291
	Suggested Design Contingency	15.00%	$ 989,584	$ 821,479	$ 788,170	$ 999,985	$ 843,730
			$ 7,586,814	$ 6,298,007	$ 6,042,638	$ 7,666,554	$ 6,468,594

Option A is 3 level parking stackers with pits and 15' slab level.

Option A-1 is 2 level parking stackers with pits and 11' slab level.

Option A-2 is 2 level parking stackers, no pits, and 15' slab level. - Selected

Option B is two full levels of parking, no stackers.

Option C is 1.5 levels of parking, no stackers.

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CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

SAHA SATELLITE AFFORDABLE HOUSING ASSOCIATES

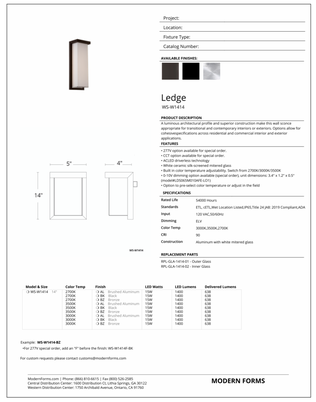
1835 ALCATRAZ AVE. BERKELEY, CA 94703

PARKING STUDIES

JOB #: 2314
SCALE:

A6.1

DATE: 02/13/25



Project:
Location:
Fixture Type:
Catalog Number:

AVAILABLE FINISHES:

Ledge
WS-W1414

PRODUCT DESCRIPTION:
A luminous architectural profile and superior construction make this wall sconce appropriate for transitional and contemporary interiors or exteriors. Options allow for various specifications across residential and commercial interior and exterior applications.

FEATURES:
- CCT4 option available for special order.
- CCT option available for special order.
- Dimming: 0-10V driver
- White ceramic silk-screened mitered glass
- Built-in color temperature adjustability. Switch from 2700K/3000K/3500K
- Custom finish and glass color available (special order), unit dimensions: 5.4" x 7.2" x 5.5" (models:CS5W3WF/WFB/WFG)
- Option to pre-select color temperature or adjust in the field

SPECIFICATIONS:
Rated Life: 54000 Hours
Standards: ETL, ETL-Wet Location Listed,IP65,Title 24 JA8 2019 Compliant,ADA
Input: 120 VAC,50/60Hz
Dimming: ELV
Color Temp: 3000K,3500K,2700K
CRI: 90
Construction: Aluminum with white mitered glass

REPLACEMENT PARTS
WS-GLA-1414-01 - Outer Glass
WS-GLA-1414-02 - Inner Glass

Model & Size	Color Temp	Finish	LED Watts	LED Lumens	Delivered Lumens
1) WS-W1414 - 14"	27 27K	1 BL - Brushed Aluminum	11W	1400	638
	30 30K	1 BM - Black	11W	1400	638
	35 35K	1 BN - Bronze	11W	1400	638
	27K	1 PL - Brushed Aluminum	11W	1400	638
	30K	1 BM - Black	11W	1400	638
	35K	1 BN - Bronze	11W	1400	638
	27K	1 PL - Brushed Aluminum	11W	1400	638
	30K	1 BM - Black	11W	1400	638
	35K	1 BN - Bronze	11W	1400	638

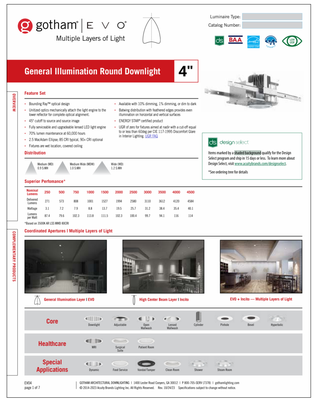
Example: **WS-W1414-BZ**
Put 2 CT4 special order, and an "F" before the finish: WS-W1414F-BM

For custom requests please contact customs@modernforms.com

ModernForms.com | Phone: (866) 810-0070 | Fax (800) 526-2585
Modern Distribution Center: 2045 Aurora Road, Twinsburg, OH 44087
Modern Distribution Center: 7750 Archibald Avenue, Ontario, CA 91760

MODERN FORMS

E1 - PERIMETER WALL SCONCE



gotham | E V O
Multiple Layers of Light

Luminaire Type:
Catalog Number:

General Illumination Round Downlight 4"

Feature Set
- Boosting Big™ optical design
- Limited optics mechanically attach the light engine to the housing for optimal thermal management.
- IP67 rated* trim and housing
- Fully serviceable and upgradeable tested LED light engine
- 70% lumen maintenance at 60,000 hours.
- 2.5 Mackeen Driver, 0V-10V typical, 1Ok-ZTH optional
- Fixtures are wet location, covered ceiling.

Distribution
Medium 880 | 11 CWM
Medium Wide 900W | 11 CWM
Wide 980 | 11 CWM

- Available with 10% dimming, 1% dimming, or dim to dark
- Baking distribution with feathered edges provides even illumination of wall and vertical surfaces.
- ENERGY STAR® certified trim
- UGR of zero for fixtures aimed at wall with a cut-off equal to or less than 62deg per CIE 117:1995 Discomfort Glare in Interior Lighting. [Learn More]

design select
Items marked by a design select qualify for the Design Select program and ship in 7 days or less. To learn more about Design Select, visit www.gothamlk.com/designselect.
*Lee ordering time for details.

Superior Performance*

Nominal Lumens	250	500	700	1000	1500	2000	2500	3000	3500	4000	4500
Delivered Lumens	271	573	808	1081	1527	1994	2366	2720	3110	3612	4129	4589
Wattage	3.1	7.2	7.9	8.8	11.7	15.5	21.7	31.2	38.6	35.8	48.1
Efficacy per Watt	87.4	79.6	102.3	122.8	131.5	128.5	108.8	86.7	96.1	116	114

*Based on 3500K 80 CRI 90/90

Coordinated Apertures | Multiple Layers of Light

General Illumination Layer 1 EVO | High Center Beam Layer 1 Accite | EVO + Accite — Multiple Layers of Light

Core: Downlight, Monorithe, Wall Sconce, Linear Suspended, Cylinder, Pendant, Strand, Hyperbolic
Healthcare: MRI, Surgical Light, Patient Room
Special Applications: Exterior Fixtures, Track Fixtures, Shower, Theme Rooms

EVO4 | GOTHAM ARCHITECTURAL DOWNLIGHTING | 1400 Lower Road Conover, SC 28613 | P 800-735-3399 (7239) | gothamlighting.com
page 1 of 7 | © 2016-2017 Acuity Brands Lighting, Inc. All Rights Reserved. Rev. 10/26/17. Specifications subject to change without notice.

E2 - MAIN ENTRY CANOPY DOWNLIGHT

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Building Perimeter 0'0"	+	2.8 fc	14.2 fc	0.1 fc	142.0:1	28.0:1
Fire Lane 0'0"	+	0.1 fc	0.6 fc	0.0 fc	N/A	N/A

Finish Schedule		
Finish	Surface	Reflectance/ Transmittance
Building	Building	30
Ground	Floor	10

Schedule								
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Lumens Per Lamp	Light Loss Factor	Wattage
	E1	20	Modern Forms	WS-W1414-(Finish)		LED	5505	0.85	14.8609
	E1A	9	Modern Forms	WS-W1408-(Finish)		LED	438	0.85	12.5733
	E2	3	Gotham Architectural Lighting	EVO4 30/05 AR MD LSS MVOLT GZ10		LED	257	0.85	3.1

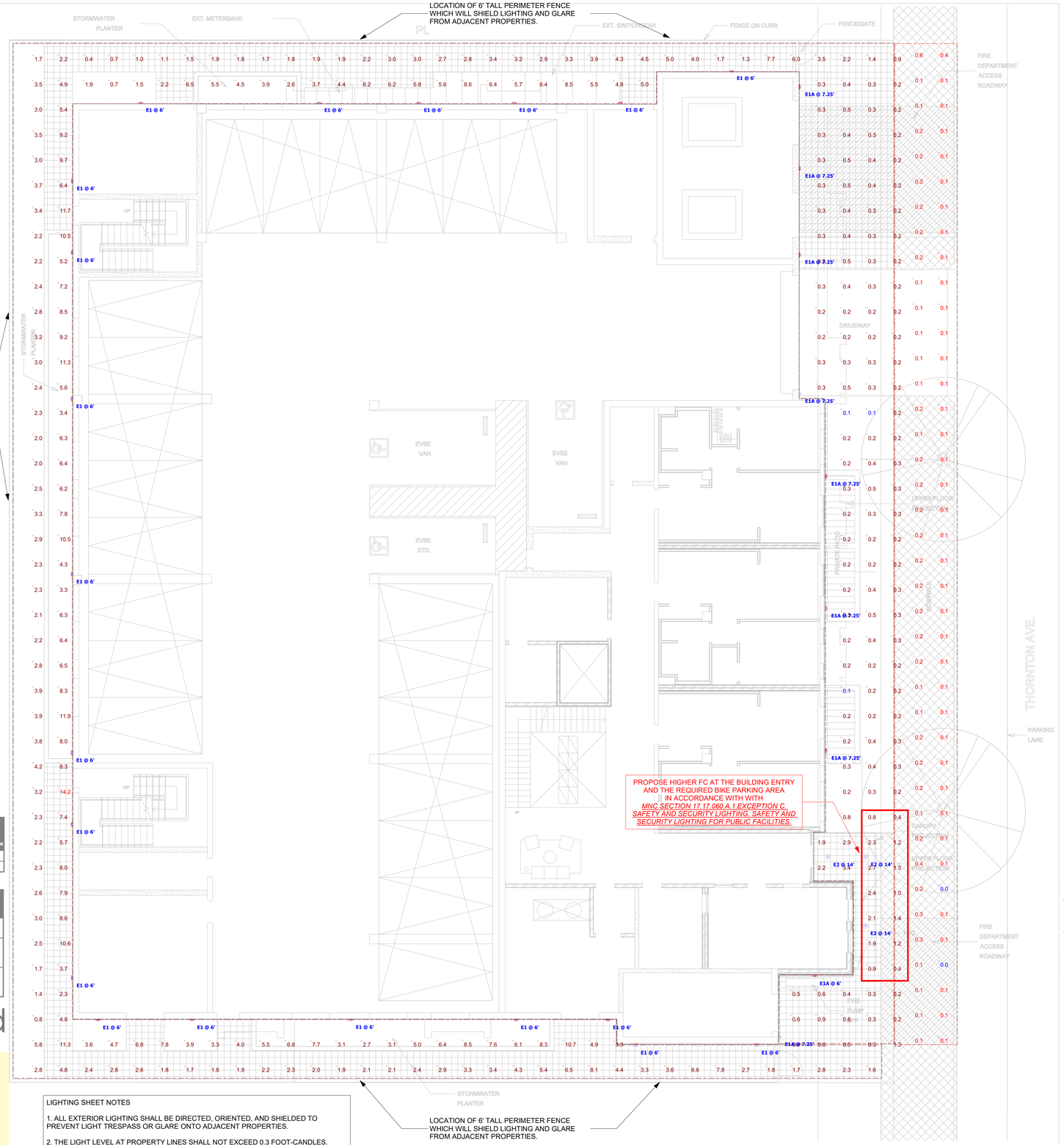
sixteen5hundred

Ceiling Height: NA
Luminaire Mounting Height: As noted
Calculation Point Height: As noted

Luminaire illuminance values provided in this report, whether for normal, critical, or emergency applications, are for product application assistance only. These values were developed in collaboration with, and are subject to approval by, the design professional of record (architect/engineer/LC), and are NOT intended for construction. Because these values are approximate and based on limited application information provided to 16500, Inc. at the time of calculation, 16500, Inc. does not warrant the installed performance of the luminaire(s) will match that shown in this report. Please verify all data and conditions to assure the accuracy of the report. 16500 shall neither be responsible nor liable for design, approval, or results of emergency lighting under any circumstance.

LOCATION OF 6' TALL PERIMETER FENCE WHICH WILL SHIELD LIGHTING AND GLARE FROM ADJACENT PROPERTIES.

LOCATION OF 6' TALL PERIMETER FENCE WHICH WILL SHIELD LIGHTING AND GLARE FROM ADJACENT PROPERTIES.



LIGHTING SHEET NOTES

1. ALL EXTERIOR LIGHTING SHALL BE DIRECTED, ORIENTED, AND SHIELDED TO PREVENT LIGHT TRESPASS OR GLARE ONTO ADJACENT PROPERTIES.

2. THE LIGHT LEVEL AT PROPERTY LINES SHALL NOT EXCEED 0.3 FOOT-CANDLES.

3. THE 6' TALL PROPERTY LINE PERIMETER FENCE WILL SHIELD PERIMETER LIGHTING THUS PREVENTING LIGHT TRESPASS OR GLARE ONTO ADJACENT PROPERTIES

Plan View

sixteen5hundred

6375 Thornton Ave Newark | Site
PC # 24-40874
Client: VMWP

Designer
JK
Date
12/12/2024
Scale
As Noted
Rev No.
Rv 01A
Summary

1 of 1

VAN METER WILLIAMS POLLACK LLP
ARCHITECTURE | URBAN DESIGN ■ SAN FRANCISCO | DENVER | MINNEAPOLIS
333 Bryant Street, Suite 300, San Francisco, CA 94107 T 415.974.5352

CIVIL ENGINEER
SANDIS ENGINEER | SURVEY | PLAN
636 9th St., Oakland, CA 94607

LANDSCAPE ARCHITECT
JETT LANDSCAPE ARCHITECTURE + DESIGN
2 Theatre Square Suite 218, Orinda, CA 94563

CONSULTANT DISCIPLINE 3
CONSULTANT NAME 3
CONSULTANT 3 FULL ADDRESS

CONSULTANT DISCIPLINE 4
CONSULTANT NAME 4
CONSULTANT 4 FULL ADDRESS

CONSULTANT DISCIPLINE 5
CONSULTANT NAME 5
CONSULTANT 5 FULL ADDRESS

CONSULTANT DISCIPLINE 6
CONSULTANT NAME 6
CONSULTANT 6 FULL ADDRESS

ID	DATE	NAME

Project:

THORNTON AVE

6375 THORNTON AVE

Client:

SAHA
SATELLITE AFFORDABLE HOUSING ASSOCIATES

1835 ALCATRAZ AVE.
BERKELEY, CA 94703

PHOTOMETRIC STUDY

JOB #: 2314
SCALE:

A6.2

DATE: 02/13/25

Attachment 6

FINDINGS OF FACT

DR2023-003, MUP2023-018
6347, 6361, and 6375 Thornton Avenue
Alameda County Assessor's Parcel Numbers 92A-919-16-2, 92A-919-17-2, 92A-919-18

Alternative Means of Compliance (NMC Section 17.18.050)

The Planning Commission shall only recommend approval or conditional approval of the alternative means of compliance if it is able to make all of the findings set forth below:

1. *The proposed alternative means of compliance fulfills the purposes of this chapter as set forth in NMC Section 17.18.010, Purpose;*

   The alternative means of compliance will fulfill the purposes of NMC Section 17.18.010 in that the Project will result in the production of affordable housing that will be rented to households with extremely low income, very low income, and low income levels. Additionally, ten of the units will be reserved for households with an I/DD member and receives services from the Regional Center of the East Bay.

   As discussed in the staff report, Thornton L.P, a subsidiary of the Applicant, entered into an Affordable Housing Loan Agreement (Agreement) for the loan to acquire the Project Site and develop the Project in April 2023. A Regulatory Agreement was also recorded against the Project Site. Pursuant to Resolution No. 11,730 which authorized the City Manager to execute the amendment to the Agreement including the Purchase and Sale Agreement, deed of trust and all related documents necessary to complete the purchase and conveyance of the Project Site, the amendment to the Agreement will allow the sale of the Project Site to the City and include a Lease Option Agreement to ground-lease the Project Site to Thornton L.P. Included in the City Council's authorization is termination of the Regulatory Agreement once the City acquires the Project Site now that it is coming under City ownership. A substantially similar Regulatory Agreement will be recorded against the Project Site once the ground-lease is executed and will serve to ensure the Project Site is operated in accordance with the Agreement.

   The Agreement establishes affordability levels for a period of 57 years. The Housing Policy and Programs Manager will oversee compliance with the Agreement, new Regulatory Agreement, and other related loan documents. The alternative means of compliance will contribute to a more economically balanced community and provides safe and stable housing for households.

   This finding can be made in the affirmative.

2. *The proposed alternative means of compliance will further affordable housing opportunities in the city to an equal or greater extent than compliance with the requirements of NMC Section 17.18.020, Housing Impact Fee, and will fully mitigate the impact of the project on the need for affordable housing.*

The proposed alternative means of compliance will further affordable housing opportunities in the city to an equal or greater extent than compliance with the requirements of NMC Section 17.18.020, and will fully mitigate the impact of the Project on the need for affordable housing. The alternative means of compliance will result in the production of 59 affordable units that have a value equal to or greater than the required Housing Impact Fee and as a result will fully mitigate the impact of the Project on the need for affordable housing. This finding can be made in the affirmative.

3. *The proposed alternative means of compliance would better address the city's needs than compliance with the requirements of NMC Section 17.18.020, Housing Impact Fee.*

The proposed alternative means of compliance will better address the city's needs than compliance with the requirements of NMC Section 17.18.020, Housing Impact Fee as the alternative means of compliance will result in the production of a 100 percent affordable housing project, resulting in the availability of affordable housing more immediately than what otherwise may be possible though the payment of the Housing Impact Fee. This finding can be made in the affirmative.

4. *The proposed alternative means of compliance will not unduly concentrate affordable housing in one geographic area so as to result in housing segregation.*

The alternative means of compliance will result in the production of a 100 percent affordable housing project in an area of the city that does not currently have any restricted affordable housing units. Therefore, there will not be an undue concentration of affordable housing units within one geographical area. This finding can be made in the affirmative.



Alternative Means of Compliance for SAHA Affordable Housing

City Council Meeting
April 10, 2025

Agenda

1. Introductions
2. Housing Element Overview
3. Proposed Project: Thornton Avenue Apartments
4. Commission-Approved Entitlements and Density Bonus
5. Affordable Housing Alternative Means of Compliance
6. CEQA
7. Next Steps
8. Staff Recommendation
9. Q&A



Introductions

City of Newark

Steven Turner, Community Development Director

Art Interiano, Deputy Community Development Director

Michael Coulom, Housing Policy and Programs Manager

Satellite Affordable Housing Associates

Jonathan Astmann, Associate Director, Real Estate Development

2023 – 2031 Housing Element

- City Council adopted the Housing Element (HE) on October 26, 2023, whereafter HCD found it compliant with state law on December 21, 2023

- Newark's HE establishes policies and programs to plan for 1,874 new homes by 2031, including 464 homes for very low-income households, and 268 homes for low-income households

- Example programs include:
  - H2.7: Providing financing for the development of new low-income homes
  - H4.1: Developing local preferences for individuals who live/work in Newark
  - H5.3: Utilizing public land for affordable housing development

Thornton Ave Apartments: Project History

- June 2, 2022: City releases a Notice of Funding Availability
- March 2023: City Council authorizes a $12 million loan to Satellite Affordable Housing Associates (SAHA)
- February 2025: City Council authorizes amending the loan agreement and approving City's acquisition of the project site
- March 2025: Planning Commission approves entitlements



Thornton Ave Apartments: Schedule

Date	Milestone
~~June 2022~~	~~NOFA Published~~
~~March 2023~~	~~City Council Meeting- Loan Authorized~~
~~August 9, 2023~~	~~First Community Meeting~~
~~October 11, 2023~~	~~Second Community Meeting~~
~~December 2023~~	~~Entitlement Application Submitted~~
~~January 29, 2025~~	~~Third Community Meeting~~
~~February 27, 2025~~	~~City Council Meeting- Loan Amended~~
~~March 25, 2025~~	~~Planning Commission Public Hearing~~
April 10, 2025	City Council Meeting
April 15, 2025	MHP Funding Application
Spring 2026*	Groundbreaking
Winter-Spring 2028*	Grand Opening

*Subject to competitive funding availability

Thornton Ave Apartments: Proposed Project

- 59 homes (including one manager's unit) for low-, very low-, and extremely low-income households (100 percent affordable).
- 50+ percent of homes are 2- and 3-bedroom units for families
- 10 homes for households with a member who has an intellectual or development disability (I/DD) and receives services from the Regional Center of the East Bay
- Terraced courtyard with play area and community gardens
- 42 car parking spaces and 32 secure bike parking spaces

Alameda County Income Limits

Per HUD Notice
Effective: April 1, 2024

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

2024

Maximum Income Levels

For Projects that Place in Service on or after April 1, 2024

County	One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
ALAMEDA								
100% Income Level	$109,000	$124,600	$140,200	$155,700	$168,200	$180,700	$193,100	$205,600
80% Income Level	$87,200	$99,680	$112,160	$124,560	$134,560	$144,560	$154,480	$164,480
70% Income Level	$76,300	$87,220	$98,140	$108,990	$117,740	$126,490	$135,170	$143,920
60% Income Level	$65,400	$74,760	$84,120	$93,420	$100,920	$108,420	$115,860	$123,360
55% Income Level	$59,950	$68,530	$77,110	$85,635	$92,510	$99,385	$106,205	$113,080
50% Income Level	$54,500	$62,300	$70,100	$77,850	$84,100	$90,350	$96,550	$102,800
45% Income Level	$49,050	$56,070	$63,090	$70,065	$75,690	$81,315	$86,895	$92,520
40% Income Level	$43,600	$49,840	$56,080	$62,280	$67,280	$72,280	$77,240	$82,240
35% Income Level	$38,150	$43,610	$49,070	$54,495	$58,870	$63,245	$67,585	$71,960
30% Income Level	$32,700	$37,380	$42,060	$46,710	$50,460	$54,210	$57,930	$61,680
20% Income Level	$21,800	$24,920	$28,040	$31,140	$33,640	$36,140	$38,620	$41,120

Alameda County Rent Limits

Per HUD Notice
Effective: April 1, 2024

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

2024

Maximum Mulit-Family Tax Subsidy (MTSP) Rents
for Low Income Housing Tax Credit (LIHTC) Projects

For Projects Placed in Service on or after 4/1/2024+

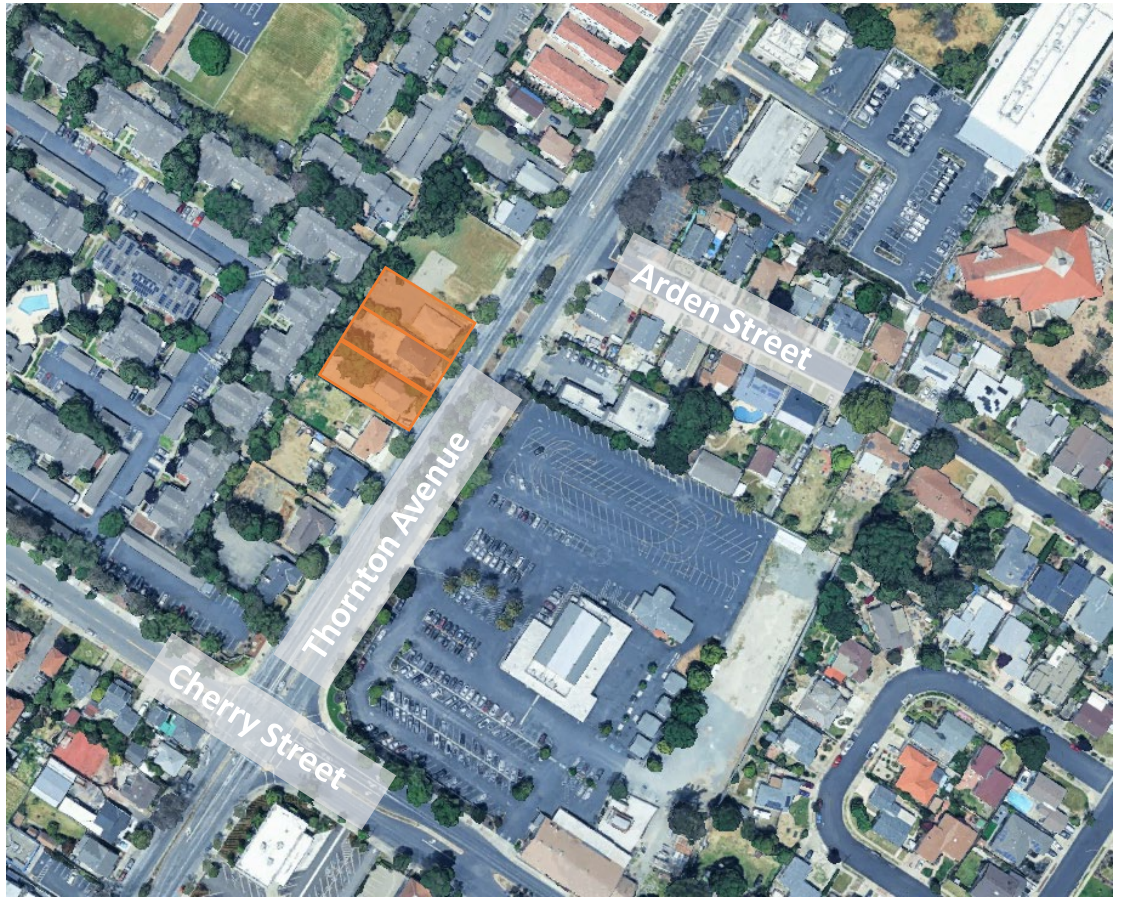
County	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR
ALAMEDA						
100% Income Level	$2,724	$2,920	$3,504	$4,048	$4,516	$4,982
80% Income Level	$2,180	$2,336	$2,804	$3,239	$3,614	$3,987
70% Income Level	$1,907	$2,044	$2,453	$2,834	$3,162	$3,488
60% Income Level	$1,635	$1,752	$2,103	$2,429	$2,710	$2,990
55% Income Level	$1,498	$1,606	$1,927	$2,226	$2,484	$2,741
50% Income Level	$1,362	$1,460	$1,752	$2,024	$2,258	$2,491
45% Income Level	$1,226	$1,314	$1,577	$1,821	$2,032	$2,242
40% Income Level	$1,090	$1,168	$1,402	$1,619	$1,807	$1,993
35% Income Level	$953	$1,022	$1,226	$1,417	$1,581	$1,744
30% Income Level	$817	$876	$1,051	$1,214	$1,355	$1,495
20% Income Level	$545	$584	$701	$809	$903	$996

Thornton Ave Apartments: Unit Mix

Unit Size	AMI	Total Units	Description	Utilities	Proposed Rent	Gross Rent
1-Bedroom	30%	5	Special Needs	$111	$765	$876
1-Bedroom	30%	2		$111	$765	$876
1-Bedroom	50%	13		$111	$1,349	$1,460
1-Bedroom	60%	8		$111	$1,641	$1,752
2-Bedroom	30%	4	Special Needs	$152	$899	$1,051
2-Bedroom	50%	8		$152	$1,600	$1,752
2-Bedroom	60%	3		$152	$1,950	$2,102
3-Bedroom	30%	2	Special Needs	$190	$1,024	$1,214
3-Bedroom	30%	2		$190	$1,024	$1,214
3-Bedroom	50%	8		$190	$1,834	$2,024
3-Bedroom	60%	3		$190	$2,239	$2,429
3-Bedroom	Manager	1		$190	-	-

Thornton Ave Apartments: Project Site

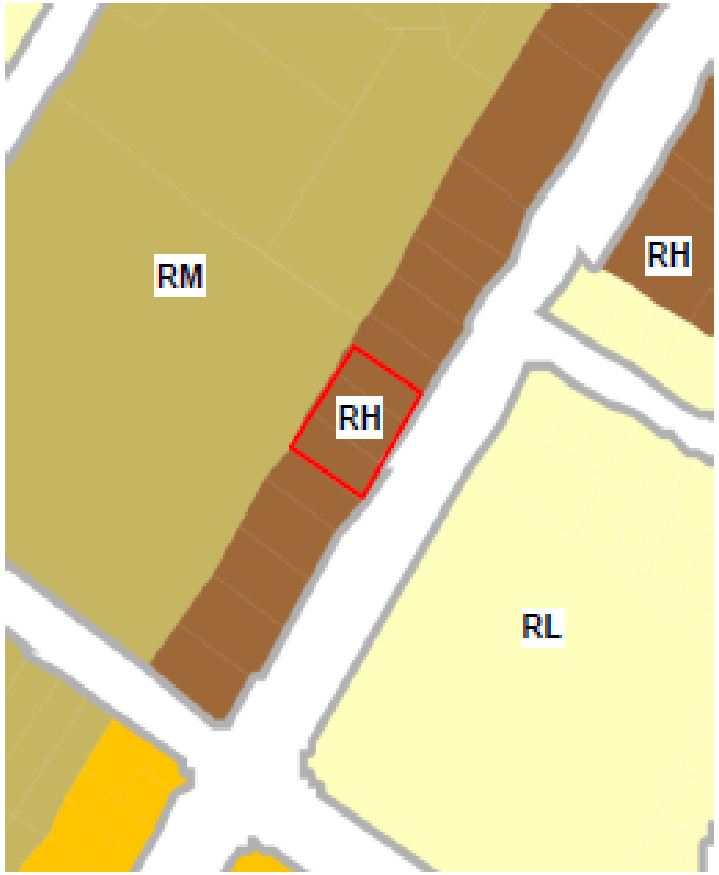
- Project Site consists of 6347, 6361, and 6375 Thornton Avenue
- Each parcel consists of a single-family home previously occupied by commercial uses, vacant since 2023
- One-tenth of a mile from the Old Town Specific Plan Area



Existing Site

- 3 existing parcels
- 3 existing buildings
- 0.54 acres total
- Frontage on Thornton Avenue

NEWARK ZONING MAP



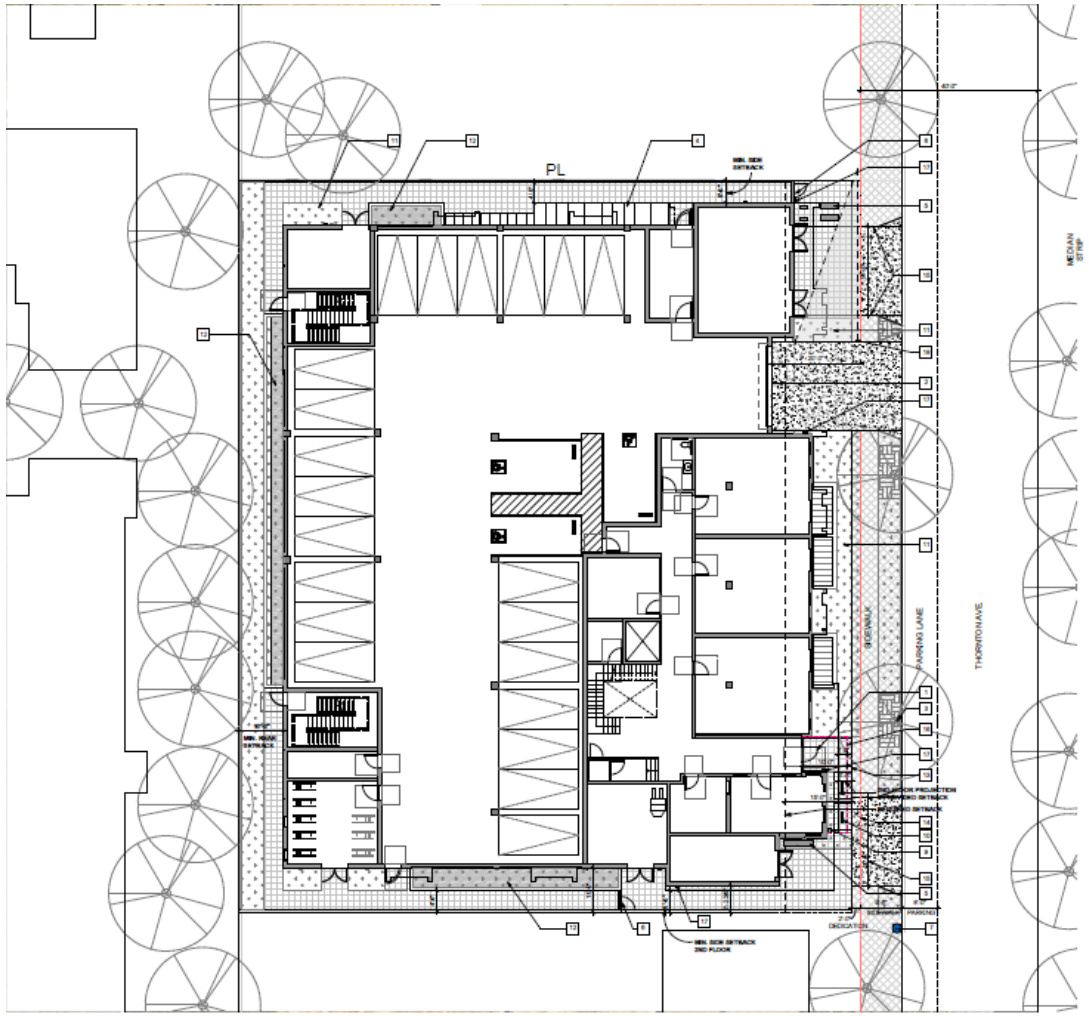
Low Density Residential
Low Medium Density Residential
Medium Density Residential
High Density Residential

ZONING MAP OVERLAY



Proposed Site Plan

- Site will be consolidated into a single 0.54-acre lot
- Ground floor uses include residential, common spaces (lobby), bicycle and automobile parking, and utilities
- Garage access onto Thornton Avenue



General Plan and Zoning

General Plan

- The General Plan land use designation for the site is High Density Residential (HDR),
- The intent of the HDR designation is to support efficient development of apartment and condominium complexes at a minimum density of 25 units per net acre. Other compatible uses include schools, childcare centers, parks, and religious facilities.
- Proposed use is permitted per the General Plan.

Zoning

- The site is zoned as RH on the City's adopted Zoning Map.
- The RH zoning district is intended for residential densities from 25 - 60 units per net acre. It provides for apartment and condominium complexes that are generally three stories or more. On larger parcels with this designation, common open space and other shared amenities are typically provided.
- The project is requesting a density bonus to waive certain development standards.

Thornton Ave Apartments: Elevations



SOUTH ELEVATION



EAST ELEVATION

Thornton Ave Apartments: Elevations



WEST ELEVATION



NORTH ELEVATION

Thornton Ave Apartments: Elevations



3 A3.3 COURTYARD WEST ELEVATION



2 A3.3 COURTYARD SOUTH ELEVATION



1 A3.3 COURTYARD NORTH ELEVATION

Thornton Ave Apartments: Renderings



STREET VIEW LOOKING FROM SOUTH SIDE



STREET VIEW LOOKING FROM NORTH SIDE

Thornton Ave Apartments: Renderings



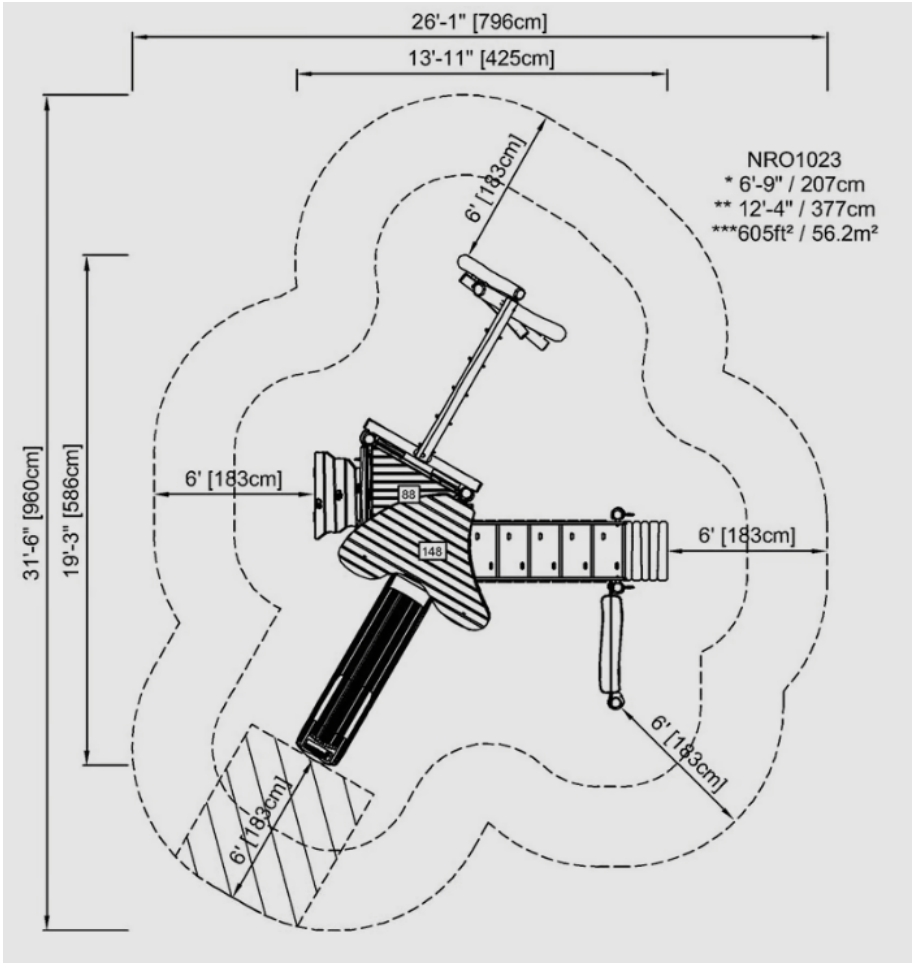
2ND FLOOR COURTYARD



COURTYARD AERIAL VIEW

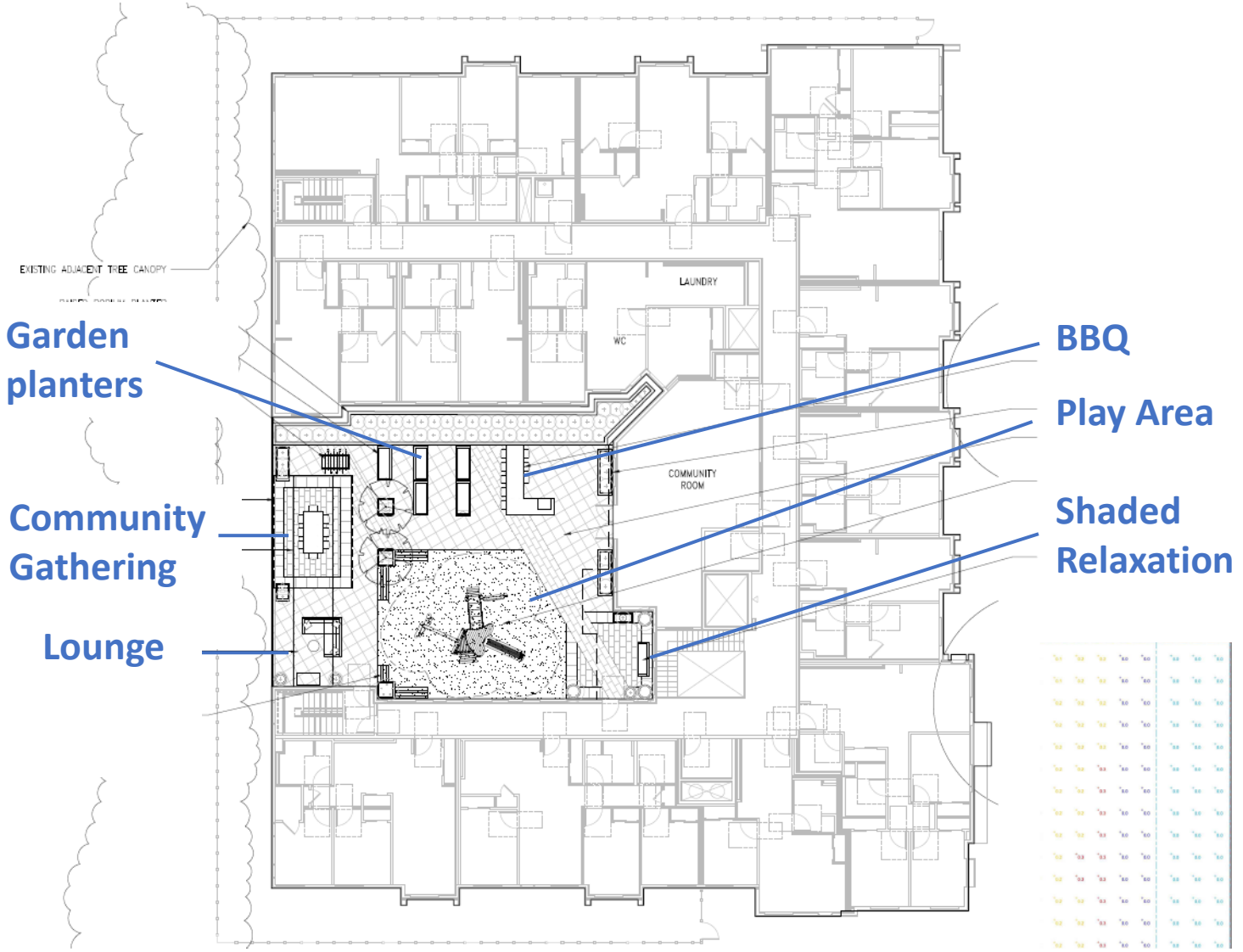
Thornton Ave Apartments: Play Structure





Courtyard Amenities

- 3,230 square feet
- Barbeque
- Synthetic turf play area
- Shaded relaxation area
- Lounge area
- Shaded community gathering space
- Community garden planters



Planning Commission Actions

At its March 25, 2025 Public Hearing, the City Planning Commission approved the following resolutions for the project:

1. ***Resolution approving a Design Review, Minor Use Permit, Tentative Parcel Map, and a Density Bonus***

2. ***Resolution finding the purchase and ground lease of the project site conforms to the City's General Plan***

3. ***Resolution recommending the City Council approve Alternate Means of Compliance to payment of the Affordable Housing Impact Fee***

Design Review

- Design Review is required in accordance with NMC §17.34.020
- Project is evaluated for satisfaction of criteria in NMC Section 17.34.060
- Proposed modern architectural style separates the building into three horizontal zones, including a traditional base, middle, and top to break up the building massing.
  - Base: Articulated by active ground floor uses including the building and lobby and three residential units with private patios
  - Middle: Articulated with bay windows and Juliette balconies
  - Top: Set back and articulated with a brighter colored finish to reduce visual impact
- Projected building wall spans the second through fifth floors to frame the building entrance and create a focal point on the front façade
- Earth-toned color palette and varied materials create visual interest and break up massing

Minor Use Permit

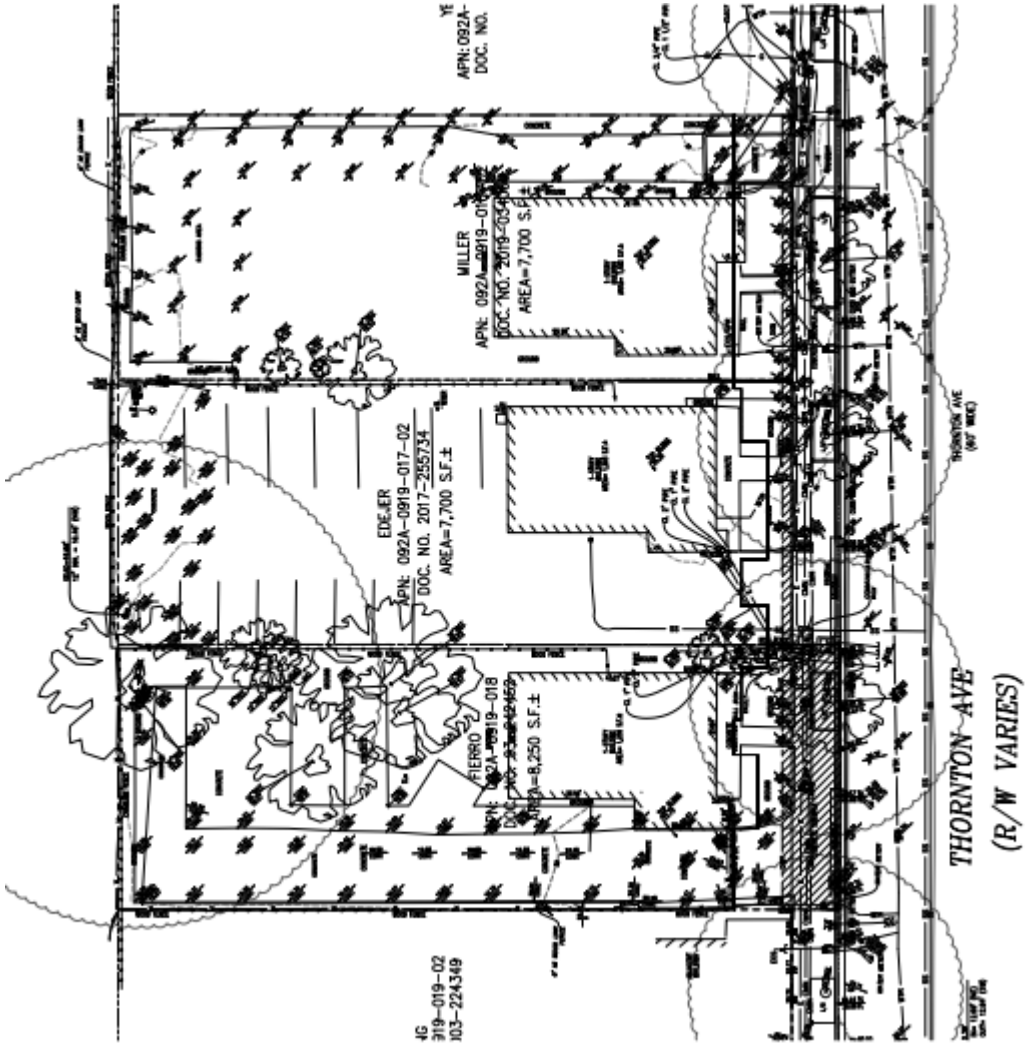
1

- A Minor Use Permit (MUP) is required for buildings over 35 feet in accordance with NMC §17.07.030
- Maximum permitted building height in RH zoning district is 100 feet
- Proposed maximum building height is 60 feet to maximize number of affordable units and screen roof-mounted equipment.
- Housing Element Program H2.12 requires the City to commit to annual reviews and amendments to the Zoning Code, including removing this MUP requirement in the RH zone

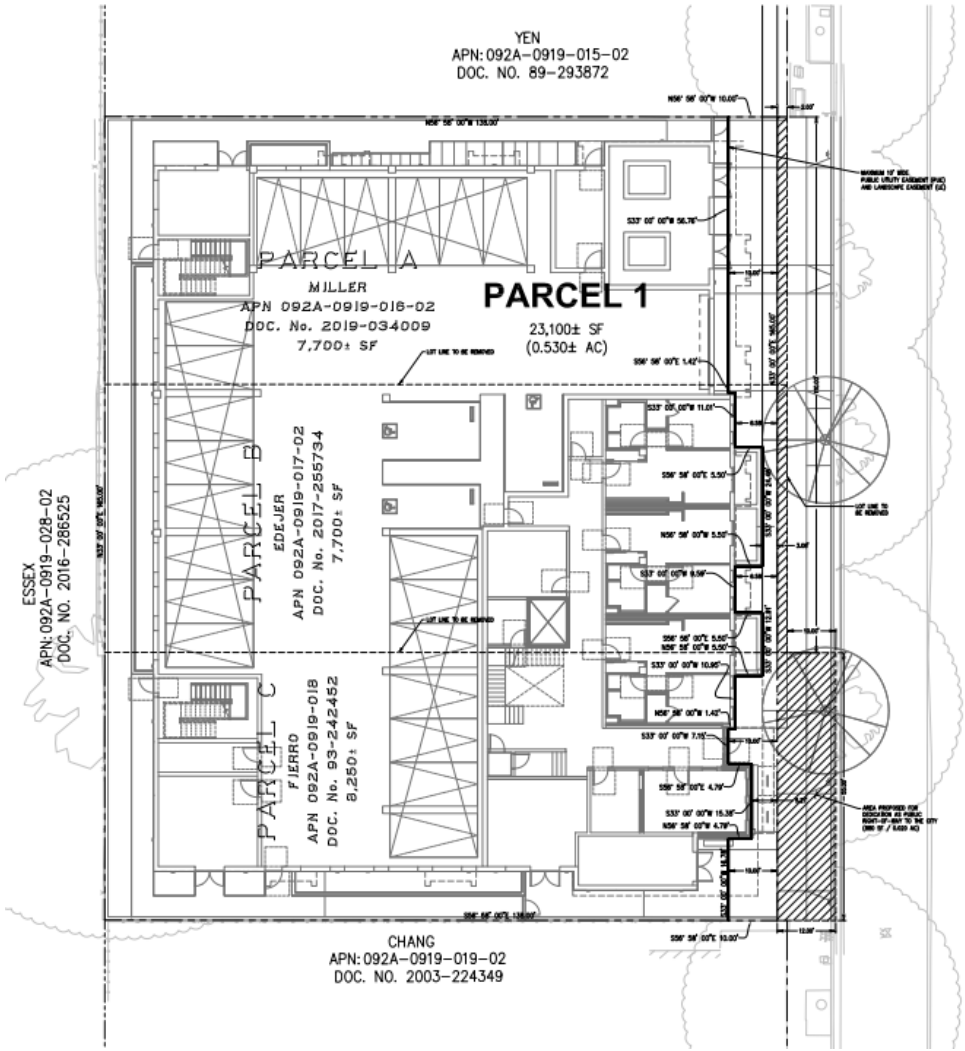
Tentative Parcel Map

- Tentative Parcel Map No. 11422 proposes to merge three existing lots into one approximately 0.54 acre lot.
- Proposed public utility and landscape easements in front of the building along Thornton Avenue to allow for long-term maintenance.
- Proposed Right of way dedication for Thornton ranging from 10-12 feet along the southern half of the project frontage.

Tentative Parcel Map No. 11422



Tentative Parcel Map No. 11422



Density Bonus Request

1

- NMC Chapter 17.19 implements State Density Bonus Law
- The Project qualifies for an 80 percent density bonus
- The Project utilizes the density bonus to permit 59 units at 109 units per acre.
- The Project qualifies for **up to four concessions and unlimited waivers**
- A ***concession*** is defined as a reduction in site development standards or a modification of zoning code or architectural design requirements, such as a reduction in setback or minimum square footage or other regulatory concessions that would result in identifiable and actual cost reductions.
- A ***waiver*** permits deviations from development standards that would have the effect of physically preventing construction of the Project with the Density Bonus and concessions requested.
- State Density Bonus Law prohibits jurisdictions from requiring more than one parking space per one-bedroom unit and 1.5 spaces per two-bedroom unit.

Density Bonus Request

- The waivers requested concern standards that would otherwise render the Project financially infeasible or reduce the proposed unit count of 59 homes

Table 1. Requested Waivers		
	Required	**Proposed**
Maximum Lot Coverage	13,008 sq. ft. (55% of lot)	17,974 sq. ft. (76% of lot)
Minimum Front Setback	15 feet	3 feet
Minimum Landscape Area	5,913 sq. ft. (25% of lot)	4,011 sq. ft. (17% of lot)
Minimum Open Space Area	11,800 sq. ft. (200 sq. ft./unit)	3,230 sq. ft. (55 sq. ft./unit)
Minimum Parking	120 spaces per NMC (2 spaces per unit) Up to 74.5 per State Density Bonus Law (1.3 spaces per unit)	42 spaces (0.7 spaces per unit)

General Plan Conformity

- Government Code Section 65402 requires the Planning Commission to find the proposed use of the Project Site conforms to the City's General Plan, prior to the City acquiring fee title to the project site and leasing it to the developer.

General Plan Policies	Housing Element Policies/Programs
LU-1.8 (Housing Opportunity Sites)	Program H2.7: Affordable Housing Fund for 343 low-income homes
LU-1.10 (Vacant and Underutilized Sites)	Policy H2.1: Develop new housing in service-rich areas
LU-3.4 (Property Renovation)	Policy H2.3: Promote and facilitate new affordable housing partnerships
LU-3.6 (Multi-family Property Management)	Policy H2.5: Support programs to house vulnerable and special needs populations
	Policy H5.1: Generate and seek affordable housing funding
	Policy H5.3: Prioritize City-owned property for affordable housing

Alternative Means of Compliance

- NMC Chapter 17.18 defines Newark's Affordable Housing Program and requires developers to pay the Housing Impact Fee to preserve or increase the supply of affordable housing.
- The Project would be subject to a fee of $1,109,333.40.
- Pursuant to NMC Section 17.18.050, the developer may alternatively provide on-site affordable housing, subject to Planning Commission's recommendation to City Council and City Council's approval.
- The Project is eligible for alternative compliance, subject to the proposed income limits which will be controlled by a City regulatory agreement.

CEQA Analysis

- Staff retained consultant services from Helix Environmental Planning to determine Project eligibility for an exemption under CEQA
- The March 2025 analysis shows the Project meets all requirements for a Class 32, Infill Development, Categorical Exemption pursuant to CEQA Guidelines 15332
- The analysis includes recommended conditions of approval related to air quality, biological resources, and noise that have been incorporated into the Conditions of Approval

Recent Milestones and Next Steps

1. On March 25, the Planning Commission approved entitlements and recommended approval of Alternative Means of Compliance
2. On April 11, the City will complete acquisition of the Project Site, including executing a lease option agreement with SAHA
3. On or before April 15, SAHA will apply for the Department of Housing and Community Development's Multifamily Housing Program (MHP)
4. The Developer will satisfy all Conditions of Approval prior to the City's issuance of the building permit
5. The Project will break ground as early as spring 2026, subject to funding availability.

Planning Commission Action

- At its meeting on March 25, 2025, the Planning Commission by a vote of 5-0-0 approved :
  - Design Review, Minor Use Permit, Tentative Parcel Map, and Density Bonus,
  - Findings of conformance with the General Plan for the City's acquisition and lease of the Project Lease, and
  - A recommendation to Council to approve Alternative Means of Compliance to Paying the Housing Impact Fee

Staff Recommendation

- **Adopt the Resolution approving Alternative Means of Compliance to Payment of Housing Impact Fees**

Question and Answer

Staff welcome Council's questions.

Puzzle Parking System

DE PARK
Parking. Surprisingly simple.





DE-61 (without pit)
HIGH PARKING COMFORT
FOR CLEAR HEIGHTS FROM 330 CM ONLY



Independent parking on 2 levels
with semi-automatic control

D Digital Parking Technologies

Made in Germany

Modular arrangement in segments, minimum 2 segments for 3 vehicles are required

Gates
- without gates (standard)
- with gates (as an option)

Platforms are horizontally accessible



- Suitable for condominium and office buildings, and automotive sector.
- Usable for trained and permanent users only.

VEHICLE WEIGHT (max.)



Standard
- 2000 kg, 500 kg wheel load

Optional
- 2600 kg, 650 kg wheel load

THE FUNCTIONALITY OF DE-PARK DIGITAL

Our Digital Series have a combination of lifting and sliding platforms. There is one sliding platform less than lifting platforms per system. A system with up to 10 segments and 19 parking spaces is possible. You can choose your parking space with one touch at the control panel.
The example shows 3 grids with 5 parking places: 1 empty space is needed for the movement.



A) To get your parking space N° 1 to the ground floor parking space N° 5 lifts to the top position ...

B) A horizontal movement to the right by the sliding places N° 2 and N° 4 is followed ...

C) After the platforms reach their defined positions your lifting platform N° 1 is lowered to the entrance level.

Our Standard Design for you!

LEVEL PLATFORMS instead of trapezoidal sheets
FREE ACCESS TO VEHICLE DOORS thanks to system columns in the rear area only
INNOVATIVE SLIDING GATES for a bigger manoeuvering area.

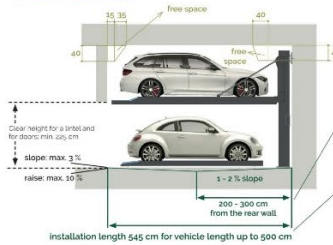


More comfort and more safety for user and vehicle.

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LENGTH DIMENSIONS

DIMENSIONS in cm



Drainage
Please provide 1 to 2 % slope in the floor. Distance for drainage in the area of 200 bis 300 cm from the back wall.

Installation length
Installation length of min. 545 cm for vehicle length of up to 500 cm is required. For large touring sedans an installation length of min. 550 cm is recommended. This enables also larger safety distances, if newer, longer vehicles are purchased.

With our innovative design the access to the parking place is very easy.
Our flat profile over the complete platform provides higher comfort and driving safety.
The light rise of the entrance to the parking place and the reduced side beam of the lifting platform allow an easy maneuvering and reduce the risk of wheel collision.

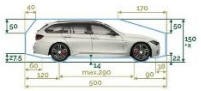
HEIGHT DIMENSIONS



H = clear height
C1 = vehicle height bottom*
C2 = vehicle height top*

H	C1	C2		C1	C2		C1	C2
330	150	150		–			–	
340	160	150		–			–	
350	170	150	or	160	160		–	
360	180	150	or	170	160		–	
370	190	150	or	180	160	or	170	170
380	200	150	or	190	160	or	180	170

CLEARANCE PROFILE



*Vehicle height
Higher cars can be parked on the platform above in case of more ceiling height.
The total vehicle height, including the roof rack, antenna, etc., must not exceed the mentioned maximum height values.

All dimensions are minimum finished dimensions.
Allow for tolerances to VOB Part C (DIN 18330, 18331) and additionally DIN 18202 (+ 30 mm / - 0 mm.

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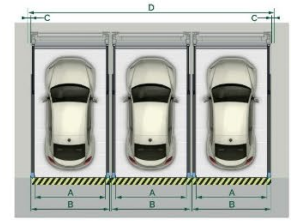
8'-61/4" standard platform width

WIDTH DIMENSIONS

DIMENSIONS in cm

ARRANGEMENT IN SEGMENTS

A = parking width (clear platform width)[1]
B = segment width
C = additional width (outer segments)[2]
D = total width[3]



parking width	segment width	additional width
A	B	C
230	250	10
240	260	10
250	270	10
260	280	10
270	290	10

We recommend a parking width of at least 250 cm for a comfortable parking.

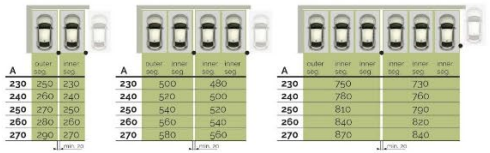
A driving lane in front of each segment is required for access.

1 The clear parking width of the sliding platform is basically 15 cm smaller than the lifting platform due to its design. Anyway, sufficient space for parking and getting in and out of the car is provided by using low side-carriers on the sliding platform.
2 An additional width of 10 cm must be provided for each of both outer segments.
3 Tolerance of dimensions on the construction site + 0 to + 3 cm.

DE-61 is available with **10 segments for 19 parking spaces** within one system.

parking width A	total width D by x segments								
	2 seg. 3 cars	3 seg. 5 cars	4 seg. 7 cars	5 seg. 9 cars	6 seg. 11 cars	7 seg. 13 cars	8 seg. 15 cars	9 seg. 17 cars	10 seg. 19 cars
230	520	770	1020	1270	1520	1770	2020	2270	2520
240	540	800	1060	1320	1580	1840	2100	2360	2620
250	560	830	1100	1370	1640	1910	2180	2450	2720
260	580	860	1140	1420	1700	1980	2260	2540	2820
270	600	890	1180	1470	1760	2050	2340	2630	2920

WIDTH DIMENSIONS when pillars are in front of the parking area



A	outer seg.	inner seg.
230	250	230
240	260	240
250	270	250
260	280	260
270	290	270

A	outer seg.	inner seg.	inner seg.	inner seg.
230	500	480		
240	520	500		
250	540	520		
260	560	540		
270	580	560		

A	outer seg.	inner seg.	inner seg.	inner seg.	inner seg.
230	750	730			
240	780	760			
250	810	790			
260	840	820			
270	870	840			

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Puzzle Parking System

OPERATION of parking systems



„FDS remote-diagnosis-system"
for a quick online analysis and reliable diagnosis for smooth operation .
Available as an option.

To be provided on site:
DSL line with internet access at the control cabinet.

OPERATION WITH GATES in semi-automatic function by Touch-Screen control unit.
Choose your parking space simply and conveniently by touch screen and follow the movement of your platform on the screen. The control unit is activated by a key-switch to ensure a safe access for permitted users only.

Access gates at the entrance of the system are required for safety reasons.

Mounting of control unit:
Wall mounting (in-wall / surface-mounted).
Alternative mounting options are available upon request.

OPERATION WITHOUT ACCESS GATES
A semi-automatic operation via Touch-Screen is only permitted with gates, otherwise the system is controlled in dead hand control and the entrance area is monitored by light barriers.

"Stay comfortably in your car and let the system do the rest."

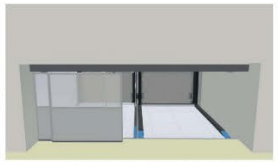
Upgrade: Operation by remote control
Each user will receive a coded remote control for its parking space.
By simply pushing the button, the system will provide the selected platform.
The opening and closing of the gates by remote control is only possible when using electrically driven gates. Also external access gates and / or vehicle detectors can be operated by remote control.

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GATES (as an option)

If no gates are installed, the system must be operated in dead hands control for safety reasons, see operation of parking systems.


Figure above: DE-611 system for demonstration only.


Our gates offer a wider access area for more comfort and safety.

COMFORT PLUS by using our innovative gates.

we provide a bigger manoeuvering area for easy system access and minimized risk of collision.

OPERATION OF GATES
Manual sliding gates (standard)
The gates are opened and closed manually. The locking mechanism is secured by a mechanical lock.

Electric sliding gates (optional)
Electric door drive: The gates are operated semi-automatically via the touch screen control unit of the entire system (function on the touch: open gate/close gate).

FRAME AND FILLUNG
The frame of the gate consists of an aluminum profile with a filling of corrugated mesh (30 mm x 30 mm x 3 mm).

Optional with polycarbonate PC-4 mm.

GUIDANCE AND DRIVE
The gate is mainly guided from above, in the lower area on the finished floor a filigree running rail (polyethylene rail 15 mm high) is pegged to the floor.
The drive technology is also located in the upper area of the frame cover to save space.

Another upgrade to the optional version: Operation of the gates via remote control.



INSTALLATION DATA

H = clear height
HG = entrance height*

H	HG
225 cm	200 cm

Installation depth: 40 cm

*Notes:
The maximum vehicle height is restricted by entrance height minus 5 cm.
Other dimensions, as well as detailed technical information about our innovative sliding gates are available on request.

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CONSTRUCTION REQUIREMENTS (see also planning notes)



A yellow-black marking in front of each grid, 10 cm wide, according to ISO 3864 has to be provided (on-site)



F2 The force F2 can also be absorbed via the ceiling.
Ceiling fixation available upon request.

FORCES TO THE STRUCTURE

	2000 kg	2600 kg
F1	20 kN	25 kN
F2	20 kN	25 kN
F3	8 kN	10 kN

WALLS
Walls on the entry side and rear are to be made of concrete and completely flat (without protruding parts).

ANCHORING & FLOOR REQUIREMENTS
The systems are directly anchored into the floor with heavy duty anchor bolts. The depth of the drill hole is approx. 13 cm. The base plate thickness must be minimum 20 cm with a concrete quality according to the static requirements of the building. Minimum requirement of the concrete quality is C20/25. The precise position of the load application points is available on request.
Please also adhere to EVENNESS TOLERANCES TO DIN 18202, table 3, line 3. Exact levelling of the ground by the costumer is essential. The distance between the lower flange of the platforms and the garage ground must not ≥ cm.

ELECTRIC INSTALLATION

To be provided from customer:

Item	Description
1	Electric meter
2	Fuse or automatic circuit breaker according to DIN VDE 0100, part 430. 3 x 16 A slow
3	Supply line to main switch 3 PH + N + PE according to local regs.
4	Main switch loackable
5	Connection for the protective potential equalization according to DIN 60204
6	Protective bonding all 10 m

Power supply and system performance
- power supply: 400 Volt, 50 Hz, 3 phaze
- system performance: 3,0 kW

Control cabinet
Size (depth x width x height): 253,5 mm x 511 mm x 711 mm
Position: The control cabinet must be placed outside the moving range of the system. We recommend positioning the cabinet near the system for a better overview of the system. The space in front of the cabinet must be minimum 1 m for opening the door and the operator.

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PLANNING NOTES

Hydraulic unit
Size (depth x width x height):
approx. 230 mm x 800 mm x 900 mm
Position: Space-saving arrangement between the columns on the rear wall or outside the system as per agreement.

Maintenance, cleaning and prevention
The systems must be serviced and cleaned regularly according to our operating instructions. Please ensure that there is sufficient drainage.

Safety fences · Barriers
Must be installed in the pedestrian area, accessible areas around the system as per DIN EN ISO 13857 (on site, also during the installation).

Ventilation
The parking garage must be adequately ventilated.

Lighting
The parking spaces must be adequately illuminated on site as per regulations.

Temperature
Temperature range from - 5 to + 40° C.
Relative humidity max. 80 %.
Please contact DE-PARK in case of different conditions.

Noise emissions
According to the noise insulation regulations for buildings to DIN 4109, a value of 30 dB (A) must be complied with in occupied rooms and spaces. You receive a sound insulation package with the system for the required 30 dB (A) insulation of the structure is also necessary. Sound reduction index min. Rw = 57 dB.

Fire safety
The garage design must fulfil the regional fire safety provisions. The requirements can vary. Therefore the situation must be clarified and information obtained in advance by the customer and then agreed and coordinated.

Declaration of conformity
Car Parking Systems of DE-PARK are conform to EG-Machinery Directive 2006/42/EG and to DIN EN 14010 (safety).

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STAFF REPORT

Item F. 2.

DATE	04/10/2025
TO	Honorable Mayor and City Council Members
FROM	Roya Gonzalez, Strategic Initiatives Manager
SUBJECT	Newark Resource Center update

Staff will provide an update on the construction progress and programming plans for the Newark Resource Center, the City's first resource center designed to serve as a social services connection point in the Newark community. The project involves the renovation of an existing building, including bathroom and kitchenette upgrades, minor roof repairs, and interior improvements. Site improvements include landscaping in both front and back areas, the installation of playground equipment, additional parking, and enhanced security and lighting, among other upgrades. This presentation will outline the current status of construction and highlight the community engagement efforts planned to influence the center's programming, ensuring that the services offered align with the needs and priorities of the Newark community.

Attachments

Presentation - Newark Resource Center



Newark Resource Center

Construction & Programming Update

April 10, 2025
City Council Meeting

Roya Gonzalez, Strategic Initiatives Manager
Nick Cuevas, Recreation & Community Services Director
Jessennia Taimani, Recreation & Comm. Services Supervisor

Newark Resource Center

- ❑ Background
- ❑ Design/Construction
- ❑ Construction Schedule
- ❑ Programming & Community Outreach
- ❑ Next Steps
- ❑ Q&A

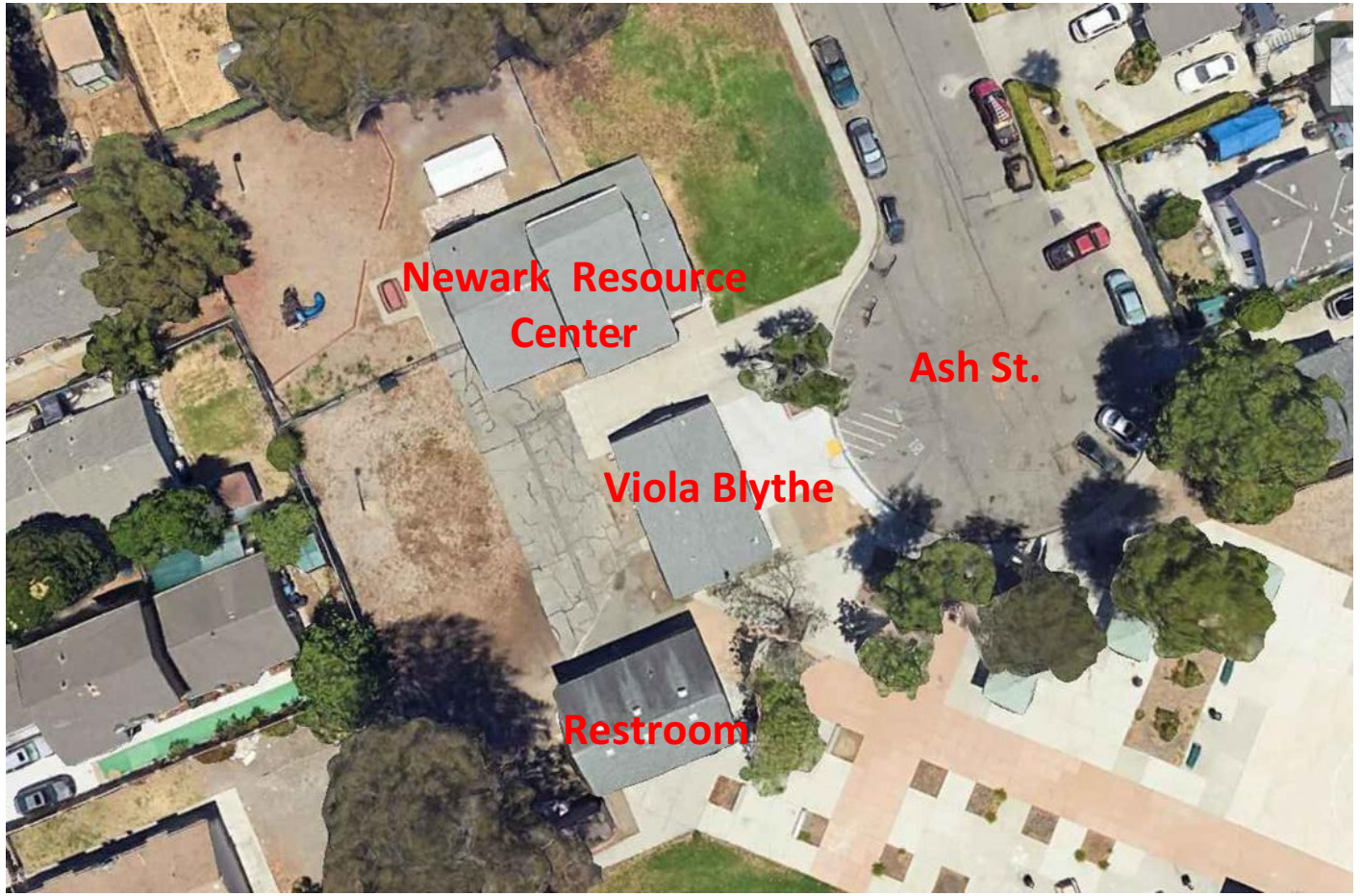
Newark Resource Center

The Newark Resource Center will serve as an entry point for social services in the Newark Community.

Newark Resource Center

Background





Newark Resource Center
37365 Ash St.
Adjacent to Viola Blythe within
Jerry Raber Ash Street Park

Newark Resource Center

Background

Formerly used by Head Start (vacated in 2019)

Home to the Ash Street Summer Camp Program



Newark Resource Center

Background

Total Estimated Cost: $1,992,000

$600,000 – allocated **American Rescue Plan Act (ARPA) Funds**

$1,000,000 – secured from the **State of California** through efforts by **Assemblymember Alex Lee**

$232,000 – in **Community Development Block Grant** (CDBG) funds

$160,000 – appropriated from the **Capital Improvement Fund**

Newark Resource Center

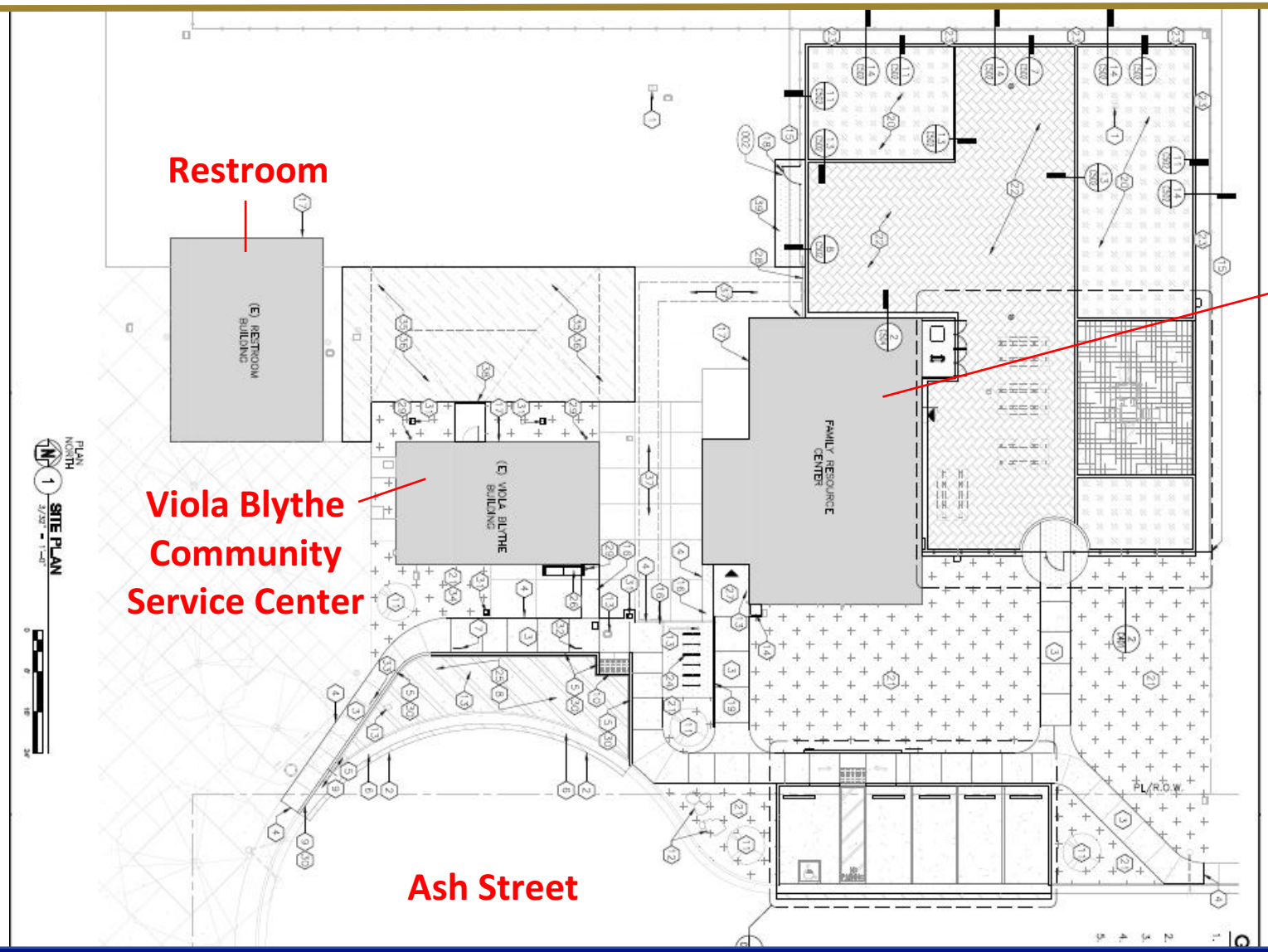
Background

- **June 2023**: City contracts with **KPA Group** for architectural and engineering services for the Newark Resource Center.

- **June 2024**: City contracts with **Cumming Management Group, Inc.** for construction management services.

- **October 10, 2024**: City Council awards construction contract to **S & H Construction, Inc.** for the Newark Resource Center.

Newark Resource Center



Newark Resource Center

EXTERIOR COLOR INSPIRATION

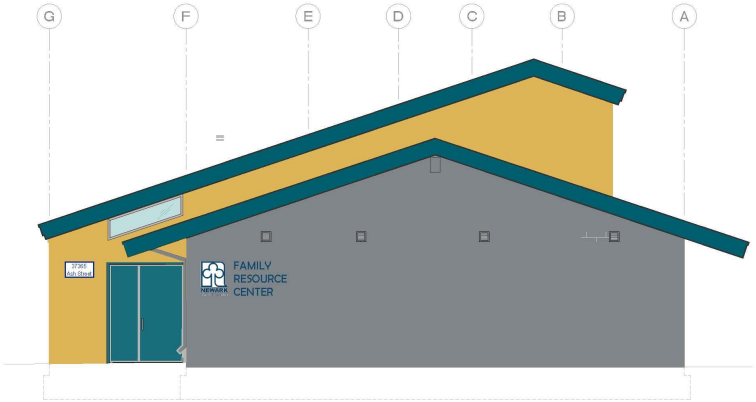


EXTERIOR PAINT

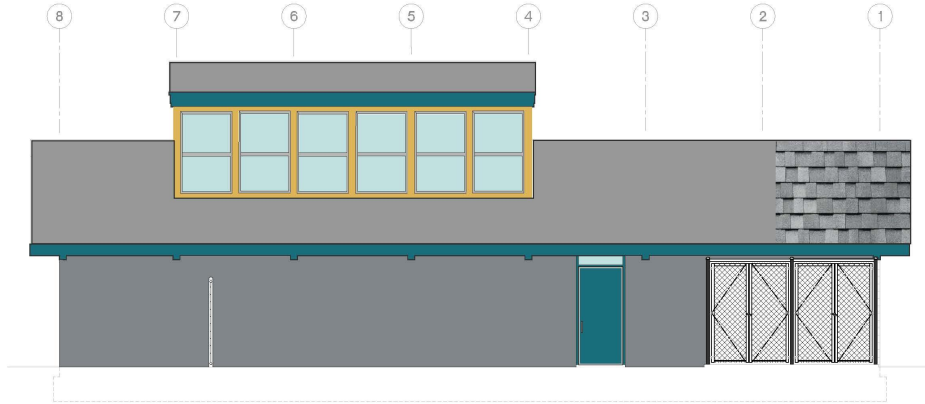
Field EPT-1
Benjamin Moore
Secret
AF-710

Accent EPT-1
Benjamin Moore
Pacific Ocean Blue
2055-20

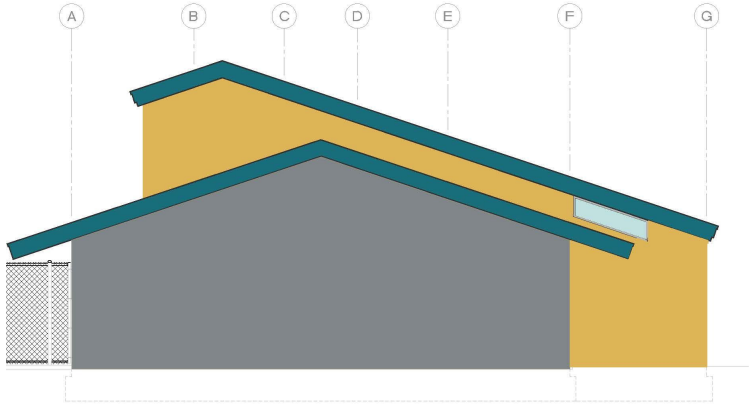
Accent EPT-1
Benjamin Moore
Medieval Gold
2152-10



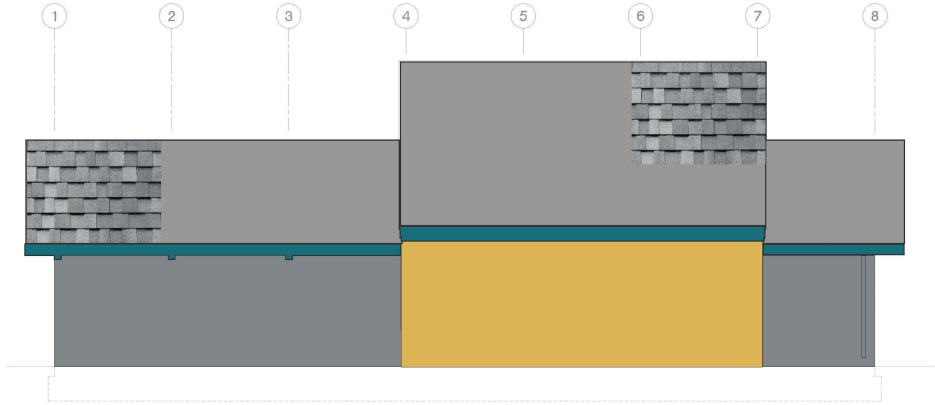
3 EXTERIOR ELEVATION - EAST
1/4" = 1'-0"



1 EXTERIOR ELEVATION - NORTH
1/4" = 1'-0"



4 EXTERIOR ELEVATION - WEST
1/4" = 1'-0"



2 EXTERIOR ELEVATION - SOUTH
1/4" = 1'-0"

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NEWARK
California

CITY OF NEWARK
NEWARK FAMILY RESOURCE CENTER
RENOVATIONS
37365 Ash Street, Newark CA 94560

Revisions:

Newark Resource Center

WALL

Field PT-1:
Benjamin Moore
Timid White
OC-39

Accent PT-2:
Benjamin Moore
Azurite
CW-670
@ Lobby

Accent PT-3:
Benjamin Moore
Gold Rush
2166-10
@ duct

Accent PT-4:
Benjamin Moore
Spicy Mustard
2154-20
@ private office

Accent PT-5:
Benjamin Moore
Nantucket Gray
HC-111
@ open office

EXISTING MURAL



CEILING



Acoustic Ceiling
ACT-1:
Armstrong
3822 Fine
Fissured
12x12

Field
PT-1:
Benjamin Moore
Timid White
OC-39

FLOORING & BASE



Luxury Vinyl Tile
LVT-1:
Milliken
All Together Now
Dwell - MDW235
Third Floor



Resilient Base RB-1
Mannington Burke
Jackalope
190

OTHER ELEMENTS



Wall Protection
Brushed Stainless
Steel

GRAY

Signage
Grey Background
White Text
Font: TBD

DOOR & FRAME



Wood Stain
ST-1:
Masonite
Cocoa Bean
Stained Wood, Walnut



Accent PT-6:
Door & Frame
Benjamin Moore
Brownstone
CSP-240

CASEWORK / COUNTERS



Laminate PL-1
Wilsonart
White Cypress
7976K-79
Ridgewood
Texture

Quartz SS-1
Cosentino
Silestone
Et Calacatta Gold

TILE



Floor CT-1:
Crossville Inc.
Porcelain Tile
Argent
Clean Slate



Accent CT-2:
Wainscot
Crossville Inc.
Porcelain Tile
Color Box 2.0
Little Boy Blue



Accent CT-3:
Wainscot
Crossville Inc.
Porcelain Tile
Color Box 2.0
Celestial Horizon



Accent CT-4:
Wainscot
Crossville Inc.
Porcelain Tile
Color Box 2.0
Blue Suede Shoes



Accent CT-5:
Wainscot
Crossville Inc.
Porcelain Tile
Color Box 2.0
Spring Sage

Newark Resource Center

Schedule

November 2024

Notice to Proceed

April 2025

PG&E Design Complete

June 2025

PG&E Work Complete –

Project Completion

Revised with Potential Schedule Delay

June 2025

Construction Substantial Completion

August 2025

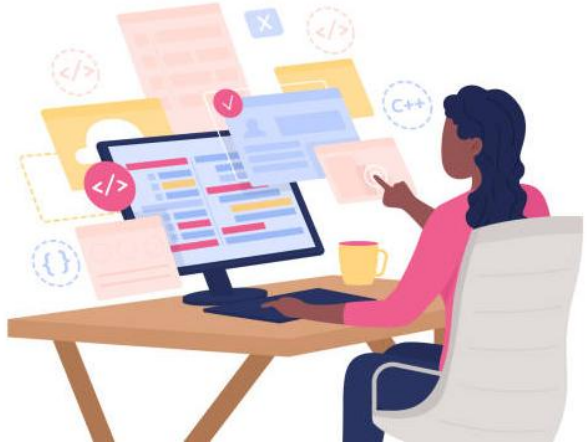
PG&E Work Complete –

Project Completion

Newark Resource Center



Construction Phase

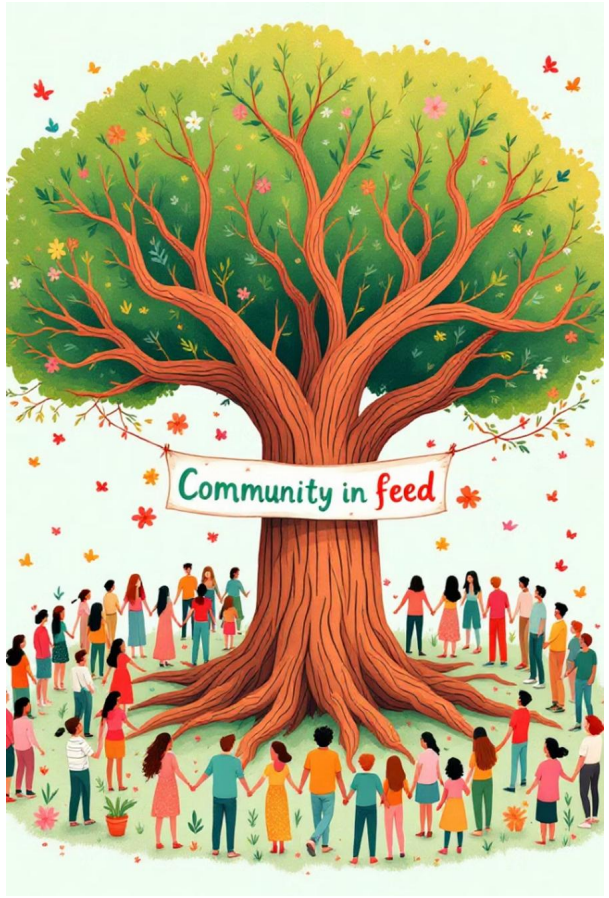


Programming Phase



Center Opens

Newark Resource Center



Accessibility:

Ensure resources and services are inclusive and easy to access for all community members.

Collaboration:

Foster partnerships with local organizations, businesses, and government agencies to expand services and outreach.

Empowerment:

Provide opportunities that foster self-sufficiency, personal growth, and active participation in the community.

Community Building:

Create a space where community members can connect, share ideas, and build support networks.

Newark Resource Center

Outreach & Partnerships



1

Outreach: Utilize social media, local events, and flyers to connect with the community and spread awareness.

2

Partnerships: Collaborate with nonprofits, schools, businesses, and government agencies to expand resources and reach a wider audience.

3

Feedback Mechanism: Regularly gather community feedback through surveys and meetings to adapt services and ensure they meet evolving needs.

Newark Resource Center

Outreach & Engagement Plan

1

Lunch & Learn:

Service Providers and Community Based Organizations

2

Community Survey:

Opens Saturday, April 12, at Family Day @ The Park
Available at facilities and online

3

Community Listening Sessions:

Silliman Center, Senior Center, Newark Library



Newark Resource Center

Lunch & Learn

Community Organizations and **Local Non-Profits**

This Lunch & Learn will provide an opportunity to:

- Learn about the vision and goals of the Newark Resource Center
- Explore opportunities for collaboration with community organizations and local non-profits
- Share insights on how we can collectively support Newark residents
- Hear about issues that are impacting Newark residents that we collectively serve



Newark Resource Center

Community Survey

Don't miss your chance to be heard—take the community survey and help shape the future of local resources and services!

Location:

Family Day @ The Park – Community Center Park

When:

Saturday, April 12, 10:00 a.m. – 12:30 p.m.

Area:

Resource Fair



Newark Resource Center

Community Listening Sessions

To ensure the center effectively serves the community, the Recreation & Community Services Department has organized a series of listening sessions. These sessions aim to gather input from residents on how the center can best support individuals in need and help shape its programs and resources.

▪ Silliman Center	Thursday, April 17th	6:00 – 8:00 p.m.
▪ Newark Library	Tuesday, April 22nd	6:00 – 8:00 p.m.
▪ Senior Center	Wednesday, April 30th	12:00 – 1:00 p.m.

Newark Resource Center



Newark Resource Center



THANK YOU!

ANY QUESTIONS?