

City of Hercules

111 Civic Drive
Hercules, CA 94547



Meeting Agenda

Tuesday, November 12, 2019

6:00 PM

SPECIAL CLOSED SESSION - 6:00 P.M.

REGULAR SESSION - 7:00 P.M.

Council Chambers

City Council

Mayor Dan Romero
Vice Mayor Roland Esquivias
Council Member Chris Kelley
Council Member Gerard Boulanger
Council Member Dion Bailey

David Biggs, City Manager
Patrick Tang, City Attorney
Lori Martin, City Clerk

To view webcast of meetings, live or on demand, go to the City's website at www.ci.hercules.ca.us

I. SPECIAL MEETING - CLOSED SESSION – 6:00 P.M. CALL TO ORDER - ROLL CALL

II. PUBLIC COMMUNICATION - CLOSED SESSION ITEMS

III. CONVENE INTO CLOSED SESSION

The Hercules City Council will meet in Closed Session regarding the following:

1. [19-794](#) Pursuant to Government Code Section 54956.9(a), Conference with Legal Counsel - Pending/Existing Litigation: Successor Agency to the Hercules Redevelopment Agency and City of Hercules v. California Department of Finance, et al, Sacramento Superior Court Case No. 34-2018-80003038
2. [19-795](#) Pursuant to Government Code Section 54956.9 (d)(1), Conference with Legal Counsel - Pending/Existing Litigation - Taylor Morrison of California, LLC, entitled *Taylor Morrison of California, LLC v. City of Hercules*, Superior Court for the County of Contra Costa, Case No. C19-00366.
3. [19-796](#) Conference with Legal Counsel - Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2): In one (1) matter: Hercules Development Partners, LP / Ledcor Corporation

IV. REGULAR MEETING – 7:00 P.M. CALL TO ORDER - ROLL CALL

V. REPORT ON ACTION TAKEN IN CLOSED SESSION

VI. PLEDGE OF ALLEGIANCE

VII. MOMENT OF SILENCE

VIII. INTRODUCTIONS/PRESENTATIONS/COMMISSION REPORTS

1. [19-800](#) **Proclamation: Expressing Special Recognition to Eagle Scout Nicolas Fay**

Attachments: [PROCLAMATION - Fay Nicholas Atwood DRAFT 11-06-2019](#)

2. [19-791](#) **Proclamation: Recognition of Volunteers**

Attachments: [Proclamation - Volunteer Appreciation Day](#)

IX. AGENDA ADDITIONS/DELETIONS

X. PUBLIC COMMUNICATIONS

This time is reserved for members of the public to address issues not included in the agenda. In accordance with the Brown Act, Council will refer to staff any matters brought before them at this time, and those matters may be placed on a future agenda.

Individuals wishing to address the City Council are asked to complete a form indicating the name and address of the speaker and the general topic to be addressed. Speakers must make their comments from the podium and will be allowed 3 minutes to discuss their concerns. All public comments are recorded and become part of the public record. A limit of 30 minutes will be devoted to taking public comment at this point in the agenda. If any speakers remain at the conclusion of the initial 30 minute period, time will be reserved at the conclusion of the meeting to take the remaining comments.

XI. PUBLIC HEARINGS

1. [19-790](#) **Amendment #3 to 2008 Hilltown Development and Owner Participation Agreement ("Development Agreement") with Santa Clara Valley Housing Group (SCVHG) to Extend Key Performance Dates and Correct Reference to Affordable Housing**
Recommendation: Receive staff report, open, conduct and close the public hearing and take the following action:
 - a. Waive the first reading and introduce an Ordinance of the City Council of the City of Hercules approving amendments to the Hilltown Development Agreement to extend key performance dates and to correct reference to affordable housing.

Attachments: [Staff Report - Hilltown DA Amendment 3 11122019](#)
 [Attach 1 - City Council Ordinance Amend Hilltown DA #3](#)
 [Attach 2 - Development Agreement Amendment #3](#)
 [Attach 3- PC Reso 19-11 recommending Hilltown Amendment 3](#)

2. [19-801](#) **Ordinance to Amend Hercules Municipal Code Title 9, Chapters 1-18, Adopting by Reference the New California Code of Regulations Title 24, 2019 Edition of the California Building Standards Code with Amendments Developed by Contra Costa County and the Rodeo-Hercules Fire Protection District**
Recommendation: Convene a public hearing, take testimony, waive the first reading, and introduce an Ordinance repealing and replacing Building code Regulations of the existing Hercules Municipal Code Title 9, Building Regulations.

Attachments: [Staff Report on 2019 Building Code Ordinance](#)
 [Attach 1 - Building Code 2019 Ordinance](#)
 [Attach 2 - Contra Costa County Ordinance No. 2019-31 - Building Code Adoption](#)
 [Attach 3 - Contra Costa County Ord. No. 2019-31 - Findings ISO Building Code Adoption](#)
 [Attach 4 - RHFD Ord. No. 2019-01 - Fire Code Adoption](#)
 [Attach 5 - RHFD - 2019 Fire Code Adoption - Findings](#)

XII. CONSENT CALENDAR

1. [19-797](#) **Meeting Minutes**
 Recommendation: Approve the regular meeting minutes of October 22, 2019 and the special meeting minutes of November 5, 2019.

Attachments: [Minutes - 102219 - Regular](#)
 [Minutes - 110519 - Special](#)

2. [19-793](#) **Acceptance of the 2019 Pavement Maintenance Project**
 Recommendation: Adopt a Resolution accepting the 2019 Pavement Maintenance Project contract with MCK as complete for a total amount of \$601,590 and authorizing the filing of the Notice of Completion with the Contra Costa County Recorder's Office.

Attachments: [Staff Report - 2019 Pavement Maintenance Acceptance](#)
 [Attach 1 - Resolution - 2019 Pavement Maintenance Acceptance](#)
 [Attach 2 - NOC - 2019 Pavement Maintenance Acceptance](#)
 [Attach 3 - Location Map - 2019 Pavement Maintenance Acceptance](#)

3. [19-792](#) **Acceptance of the Hercules Avenue Traffic Calming Project Construction contract with the Chrisp Company**
 Recommendation: Adopt a Resolution accepting the Hercules Avenue Traffic Calming Project construction contract with the Chrisp Company as complete for a total amount of \$85,655 and authorizing the filing of the Notice of Completion with the Contra Costa County Recorder's Office.

Attachments: [Staff Report - Hercules Av Traffic Calming Acceptance](#)
 [Attach 1 - Resolution - Hercules Av Traffic Calming Acceptance](#)
 [Attach 2 - NOC - Hercules Av Traffic Calming Acceptance](#)
 [Attach 3 - Hercules Av Final Design](#)

XIII. DISCUSSION AND/OR ACTION ITEMS

1. [19-775](#) **Approval of City of Hercules Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds Refinancing and Related Actions**

Recommendation:

1. Adopt a Resolution of the City Council of the City of Hercules declaring its intention to levy reassessments and to issue refunding bonds; and
2. Adopt a Resolution of the City Council of the City of Hercules authorizing the issuance of refunding bonds and approving and authorizing related documents and actions; and
3. Adopt a Resolution of the City Council of the City of Hercules adopting a reassessment report, confirming and ordering the reassessment by summary proceedings, and authorizing and directing related actions.

Attachments:[Staff Report - AD 2005-1 Refunding](#)[Attachment 1 - Good Faith Estimates](#)[Attachment 2 - Resolution Declaring its Intention to Levy Reassessments and to Issue Refun](#)[Attachment 3 - Resolution Authorizing the Issuance of Refunding Bonds and Approving and /](#)[Attachment 4 - Resolution Adopting a Reassessment Report, Confirming and Ordering the R](#)[Attachment 5 - Fiscal Agent Agreement](#)[Attachment 6 - Escrow Agreement](#)[Attachment 7 - Placement Agent Agreement](#)[Attachment 8 - Purchaser's Term Sheet](#)[Attachment 9 - Reassessment Engineer's Report](#)

2. [19-798](#) **Consider Adoption of a City Flag Policy**

Recommendation: Receive report, discuss and provide direction, if any.**Attachments:**[Staff Report - Hercules Flag Policy SR 11122019](#)[Attach 1 - City of Hercules Flag Policy dcb](#)

3. [19-799](#) **Commission Appointments**

Recommendation: Consider making appointments to Hercules Boards and Commissions for the start of new two (2) year terms beginning in January and making appointments to certain seats with unexpired terms.**Attachments:**[Staff Report - Commission Appointments](#)**XIV. PUBLIC COMMUNICATIONS**

This time is reserved for members of the public who were unavailable to attend the Public Communications period during Section X of the meeting, or were unable to speak due to lack of time. The public speaker requirements specified in Section X of this Agenda apply to this Section.

**XV. CITY COUNCIL/CITY MANAGER/CITY ATTORNEY ANNOUNCEMENTS,
COMMITTEE, SUB-COMMITTEE AND INTERGOVERNMENTAL COMMITTEE REPORTS
AND FUTURE AGENDA ITEMS**

This is the time for brief announcements on issues of interest to the community. In accordance with the provisions of the Brown Act, matters which do not appear on this agenda but require City Council discussion may be either (a) referred to staff or other resources for factual information or (b) placed on a future meeting agenda.

XVI. ADJOURNMENT

The next Regular Meeting of the City Council will be held on Tuesday, December 10, 2019 at 7:00 p.m. in the Council Chambers.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at www.ci.hercules.ca.us and can receive e-mail notification of agenda and staff report postings by signing up to receive an enotice from the City's homepage. Agendas and staff reports may also be obtained by contacting the Administrative Services Department at (510) 799-8215

(Posted: November 7, 2019)

**THE HERCULES CITY COUNCIL ADHERES TO THE FOLLOWING POLICIES,
PROCEDURES AND REGULATIONS REGARDING CITY COUNCIL MEETINGS**

1. SPECIAL ACCOMODATIONS: In compliance with the Americans with Disabilities Act, if you require special accommodations to participate at a City Council meeting, please contact the City Clerk at 510-799-8215 at least 48 hours prior to the meeting.

2. AGENDA ITEMS: Persons wishing to add an item to an agenda must submit the final written documentation 12 calendar days prior to the meeting. The City retains the discretion whether to add items to the agenda. Persons wishing to address the City Council otherwise may make comments during the Public Communication period of the meeting.

3. AGENDA POSTING: Agendas of regular City Council meetings are posted at least 72 hours prior to the meeting at City Hall, the Hercules Swim Center, Ohlone Child Care Center, Hercules Post Office, and on the City's website (www.ci.hercules.ca.us),

4. PUBLIC COMMUNICATION: Persons who wish to address the City Council should complete the speaker form prior to the Council's consideration of the item on the agenda.

Anyone who wishes to address the Council on a topic that is not on the agenda and is relevant to the Council should complete the speaker form prior to the start of the meeting. Speakers will be called upon during the Public Communication portion of the meeting. In accordance with the Brown Act, the City Council may not take action on items not listed on the agenda. The Council may refer to staff any matters brought before them at this time and those matters may be placed on a future agenda.

In the interests of conducting an orderly and efficient meeting, speakers will be limited to three (3) minutes. Anyone may also submit written comments at any time before or during the meeting.

5. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Council or a member of the public prior to the time the City Council votes on the motion to adopt.

6. LEGAL CHALLENGES: If you challenge a decision of the City Council in court, you may be limited to raising only those issues you or someone else raised at the meeting or in written correspondence delivered at, or prior to, the meeting. Actions challenging City Council decisions shall be subject to the time limitations contained in Code of Civil Procedure Section 1094.6.

PROCLAMATION

EXPRESSING SPECIAL RECOGNITION EAGLE SCOUT NICHOLAS ATWOOD FAY

WHEREAS, the City of Hercules takes pride in its sense of community and citizen involvement; and

WHEREAS, the vision of the Boy Scouts of America is to prepare youth in America to become responsible, participating citizens and leaders, who are guided by the Scout Oath and Law; and

WHEREAS, Nicholas Atwood Fay, City of Hercules resident, a student at Salesian College Preparatory High School, and a member of Boy Scout Troop 127, has completed the requirements and was examined by the Eagle Scout Board of Review which found him worthy of the rank of Eagle Scout on November 1, 2019, the highest rank in the Boy Scouts of America; and

WHEREAS, the Boy Scouts of America encourage Eagle Scout candidates to complete worthy projects to improve their neighborhoods and their communities; and

WHEREAS, Nicholas' Eagle Scout Project was to make environmental and accessibility enhancements to the Booker T. Anderson Jr. Park in Richmond, CA. This project included coordinating over thirty adult and youth volunteers and consisted of excavating and filling in a pathway from the parking lot to the main park, boarding the bioswale area, fixing all the jagged and broken sections, and weeding the area for beautification; and

WHEREAS, Nicholas is also a talented athlete. He is the leader and starting Tight End on the Salesian High School varsity football team and the team captain of the Salesian High School varsity baseball team. During his sophomore year of baseball, Nicholas was acknowledged as TCAL Stone Division's pitcher of the year; and

WHEREAS, Nicholas Atwood Fay serves as an example to youth through his high level of personal achievement, leadership and community service and has made the City of Hercules, California very proud.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED that I, Dan Romero, Mayor of the City of Hercules, on behalf of the entire City Council and Hercules community, hereby recognizes and congratulate Nicholas Atwood Fay for his outstanding accomplishment of the rank of Eagle Scout and extend to him our deepest appreciation for all of his dedicated work and wish him the best in all of his future endeavors.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Hercules to be affixed this twelfth day of November, two thousand nineteen.

Dan Romero, Mayor

PROCLAMATION

RECOGNIZING NOVEMBER 12TH 2019 AS VOLUNTEER APPRECIATION DAY

WHEREAS, every year, and day in and day out, City volunteers enhance the City of Hercules by adding their time, diverse talents and voices to Commissions, City operated programs, City activities and special events; and

WHEREAS, all of our City volunteers make a difference by serving in an advisory capacity, addressing code compliance concerns, supporting our Police operations, engaging in Parks & Recreation programs like the Senior Center, and others; and

WHEREAS, our City government could not function without volunteers who serve in a variety of capacities; and

WHEREAS, every day, volunteers shape the policies and programs that keep our City moving forward in the right direction and their impact can be felt throughout the community, and often times have a direct positive impact on individual community members; and

WHEREAS, volunteers are motivated by the simple satisfaction of helping their fellow citizens and making their community a better place to live; and

WHEREAS, the value of the thousands of hours contributed by City volunteers is immeasurable and contributes to an enhanced quality of life in Hercules.

NOW, THEREFORE BE IT HEREBY PROCLAIMED that I, Dan Romero, Mayor of the City of Hercules, on behalf of the entire City Council, do hereby proclaim, November 12th, 2019, as Volunteer Appreciation Day in the City of Hercules in honor of all citizens who selflessly donate their time and effort to the City of Hercules in the spirit of volunteerism, and extend our heartfelt gratitude to all City volunteers and honor them for their commitment to the community.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Hercules to be affixed this twelfth day of November, two thousand nineteen.

Dan Romero, Mayor



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 12, 2019

TO: Members of the City Council

SUBMITTED BY: David Biggs, City Manager
Patrick Tang, City Attorney

SUBJECT: Amendment# 3 to 2008 Hilltown Development and Owner Participation Agreement (“Development Agreement”) with Santa Clara Valley Housing Group (SCVHG) to Extend Key Performance Dates and Correct Reference to Affordable Housing.

RECOMMENDATION: Receive staff report, Open, Conduct, and Close Public Hearing, and take the following actions:

Waive the First Reading and introduce an Ordinance (Attachment 1) of the City Council of the City of Hercules approving amendments to the Hilltown development agreement to extend key performance dates, and to correct reference to affordable housing.

COMMISSION/SUBCOMMITTEE ACTION AND RECOMMENDATION: On October 21, 2019, the Planning Commission approved Resolution 19-11 to recommend to the City Council the approval of the proposed amendments to the Development Agreement (Attachment 2).

FISCAL IMPACT OF RECOMMENDATION: None as a result of this action.

DISCUSSION: The City Council previously approved two amendments to the original Development Agreement (DA) for the Hilltown site on May 8, 2018, through Ordinance 509, and January 8, 2019, through Ordinance 516 respectively. The current Amendment #2 provided automatic extensions to the Development Agreement pending the performance of several components. The first component was having a “complete application for a tentative map” for the project, which the Planning Department deemed complete on August 29, 2019. The developer also paid their first installment of \$50,000 on August 29, 2019 for prior CEQA work done, with the second payment due on or before in January 10, 2020.

As of August, 2019, there were still a few outstanding items on the applicant’s Design Review application; a newly submitted set is now under review by staff, and the Planning Commission conducted an initial design review workshop on October 21, 2019. The Planning Department has also embarked on the environmental background reports for the project, which were delayed due to

complications amending the required consultant contracts. Subsequently the draft timeline does not show the CEQA documents being complete until January 2020, which means the earliest date for a Planning Commission formal public hearing would be February, 2020.

Given the project's complexities and the multiple project related applications being processed, there is a need to modify and extend the deadline by which final entitlements are obtained, including City Council approval, to June 30, 2020.

Additionally, it was identified that the Affordable Housing section of the agreement needed to be modified to remove the reference to an Affordable Housing Plan contained in Exhibit G, because an Exhibit G was never included as a part of the DA. An Affordable Housing Plan will now be required prior to the issuance of the building permits for the first residential units. Both modifications are reflected in the attached Amendment #3 to the DA (Attachment 2).

Under the Original DA and the City's Municipal Code Title 10, Chapter 8, amendments to the term of the Development Agreement are considered a major amendment and therefore require a public hearing review by the Planning Commission with a written recommendation to Council, followed by a public hearing before the City Council and consideration of an Ordinance. The Planning Commission conducted their required review on October 21, 2019 (see Planning Commission Resolution 19-11, Attachment 3).

ATTACHMENTS:

Attachment 1 – Draft Ordinance

Attachment 2 – Development Agreement Amendment #3

Attachment 3 – Planning Commission Resolution 19-11

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HERCULES APPROVING AMENDMENT NO. 3 TO THE HILLTOWN DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT TO EXTEND KEY PERFORMANCE DATES AND CORRECT REFERENCE OT AFFORDABLE HOUSING

WHEREAS, a Development and Owner Participation Agreement (“Development Agreement”) between the City of Hercules (“City”), the Redevelopment Agency (“Agency”), and the Santa Clara Valley Housing Group (“Owner”) was adopted by Ordinance 442 on September 23, 2008, a memorandum of which is recorded in the Office of the Contra Costa County Recorder, State of California, on November 25, 2008 through document 2008-0256803-000, with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California; and

WHEREAS, on May 8, 2018 the Development Agreement was amended, through the adoption of Ordinance 509 – Amendment No. 1, which recorded on May 29, 2018 through document 2018-0083953-00;and

WHEREAS, on January 8, 2019, an additional amendment was approved, through the adoption of Ordinance No. 516 – Amendment No. 2, which recorded on February 27, 2019 through document 2019-0026425-00 which modified key performance dates; and

WHEREAS, the City and Owner desire to further amend key performance dates set forth in the Development Agreement as amended, and as described in the proposed Amendment to the Development Agreement, and to correct a reference to affordable housing, attached hereto and incorporated by reference herein (aka Amendment No.3);

WHEREAS, the City Council finds that the provisions of the proposed amendment are consistent with the general plan and any applicable specific plan as recommended by the Planning Commission Resolution 19-11 approved October 15, 2019 after the Commission’s public hearing; and

WHEREAS, the City Council finds and determines that the proposed Amendment No. 3 to the Hilltown development agreement is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the covered by the ‘general rule’, as the project will not have a significant effect on the environment. The City Council determines that the proposed amendments to the Hilltown Development Agreement are categorically exempt from CEQA pursuant to section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the amendments will not have a significant effect on the environment. The City Council also determines that the proposed amendments are categorically exempt from CEQA pursuant to section 15303(a) of the CEQA Guidelines.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HERCULES DOES
HEREBY ORDAIN AS FOLLOWS:**

The City Council of the City of Hercules hereby approves the proposed Amendment No. 3 to the Hilltown Development Agreement as attached hereto and incorporated by reference herein.

BE IT FURTHER ORDAINED:

a. This Ordinance shall be published in accordance with applicable law, by one or more of the following methods:

1. Posting the entire Ordinance in at least three (3) public places in the City of Hercules, within fifteen (15) days after its passage and adoption; or

2. Publishing the entire Ordinance at least once in the West County Times, a newspaper of general circulation published in the County of Contra Costa and circulated in the City of Hercules, within fifteen (15) days after its passage and adoption; or

3. Publishing a summary of the Ordinance in the West County Times and posting a certified copy of the entire Ordinance in the office of the City Clerk at least five (5) days prior to the passage and adoption, and a second time within fifteen (15) days after its passage and adoption, along with the names of those City Councilmembers voting for and against the Ordinance.

b. This Ordinance shall go into effect thirty (30) days after the date of its final passage and adoption.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Hercules City Council on the 12th of November, 2019, and was passed and adopted at a regular meeting of the Hercules City Council on the ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

, Mayor

Lori Martin, Administrative Services Director &
City Clerk

**AMENDMENT No. 3 TO THE DEVELOPMENT AND OWNER PARTICIPATION
AGREEMENT FOR THE HILL TOWN PROJECT (DOPA 07-01) BY AND BETWEEN
THE CITY OF HERCULES AND THE SANTA CLARA VALLEY HOUSING GROUP**

This AMENDMENT No. 3 TO THE DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT (this “Amendment No. 3”) is entered into as of the ____ day of _____, 2019 between the City of Hercules, a municipal corporation (the “City”) and Santa Clara Valley Housing Group, Inc., a California corporation (“Owner”). The City and Owner are collectively “Parties” to this Amendment.

RECITALS

A. The City and Owner are Parties to that certain Development and Owner Participation Agreement adopted by ordinance on September 23, 2008, a memorandum of which is recorded in the Office of the Contra Costa County Recorder, State of California, on November 25, 2008 as Document No. 2008-0256803-00 (the “Development Agreement”), with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California and described in Exhibit “A” attached to the Development Agreement (the “Project Site”). Unless otherwise defined in this Amendment No. 3, all capitalized terms have the meanings given to those terms in the Development Agreement.

B. The Development Agreement addresses, among other things, the potential development of up to 640 residential dwelling units a neighborhood retail facility, a series of public and private open space amenities, and a network of roadways (the “Project”) in accordance with all required Project Approvals.

C. The Development Agreement was previously amended twice by the City Council. The first Amendment was made by the City Council on May 8, 2018 and recorded in the Office of the Contra Costa County Recorder, State of California on May 29, 2018 as Document No. 2018-0083953-00, which made several minor amendments, including but not limited to removal of the Redevelopment Agency as a party to the Development Agreement and an extension of the term of the Development Agreement (“Amendment No. 1”). The City Council also amended the Development Agreement a second time on January 8, 2019 and recorded that amendment in the Office of the Contra Costa County Recorder, State of California on February 27, 2019 as Document No. 2019-0026425-00, which amendment further extended the term of the Development Agreement (“Amendment No. 2”).

D. The City and Owner desire to further amend certain provisions of the Development Agreement as described in this Amendment No. 3, including but not limited to the term of the Development Agreement and affordable housing requirements.

E. On _____, 2019, after duly noticed public hearings, the City Council of the City of Hercules adopted Ordinance No. _____ approving this Amendment No. 3, which ordinance is incorporated herein by reference.

AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE CITY AND THE OWNER AGREE THAT THE DEVELOPMENT AGREEMENT IS AMENDED AS FOLLOWS:

1. Term Amendments. Section 2.2 is hereby amended in full to read as follows:

“2.2 Land Use Term. The Land Use Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until **June 30, 2020 or the date four months after the date on which the City Council opens the first public hearing on the tentative map application for the Project, whichever is later**, unless the Land Use Term is extended or terminated as provided in this section or sections 8.1 or 10.2.

2.2.1 **Owner shall pay the remaining \$50,000 of the \$100,000 due to the City under section 3.6.1.7 of this Agreement on or before January 10, 2020.**

[Sections 2.2.1.1, 2.2.1.2, and 2.2.2 are hereby eliminated.]”

2. Affordable Housing Amendments. Section 3.6.1.6 is hereby amended in full to read as follows:

“3.6.1.6 Affordable Housing. Owner shall set aside five percent (5%) of the total number of residential units constructed on the Property for moderate income housing pursuant to **an Affordable Housing Plan to be agreed to and executed by the Parties prior to issuance of the first residential unit building permit for the Project.**”

3. Successor and Assigns. This Amendment No. 3 shall be binding upon and inure to the benefit of the City, the Owner, and their respective successors and assigns.
4. Integration. Except as expressly provided to the contrary herein, all provisions of the initial Development Agreement as amended, which is incorporated herein by reference, shall remain in full force and effect. The Development Agreement and this Amendment No. 3 shall hereafter be collectively referred to as the Development Agreement. The Development Agreement, as amended herein, integrates all of the terms and conditions of agreement between the Parties and supersedes all previous agreements between the Parties with respect to the subject matter hereof. To the extent that the terms of the initial Development Agreement as amended and this Amendment No. 3 conflict, the terms of this Amendment No. 3 shall prevail and control.

5. Authority to Execute. The person or persons executing this Amendment No. 3 on behalf of Owner warrant(s) and represent(s) that they have the authority to execute this Amendment No. 3, that they are the proper interest holders and/or successors in interest to the previous Parties executing the Development Agreement, and they further warrant that they have the authority to bind their respective Owner to the performance of the obligations hereunder. Signatories shall defend, indemnify, and hold harmless the City, and its agents, officers, and employees, from any challenge related to the authority of any person or persons signing this Amendment No. 3.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date set forth above.

APPROVED AS TO FORM:

By: _____
Patrick Tang
City Attorney

CITY:


CITY OF HERCULES
a municipal corporation

By: _____
David Biggs
City Manager

By: _____
Dan Romero
Mayor

OWNER:

SANTA CLARA VALLEY HOUSING
GROUP, INC., a California Corporation

By:  _____
Stephen E. Schott
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

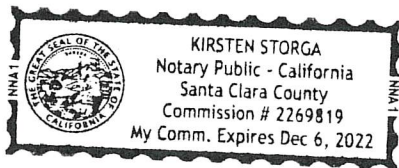
State of California

County of Santa Clara }

On 11/5/2019 before me, Kirsten Storga, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen E. Schott
Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

RESOLUTION NO. 2019-11

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HERCULES RECOMMENDING THAT THE CITY COUNCIL APPROVE ADOPTION OF AMENDMENT #3 TO EXTEND THE TERM OF THE DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT FOR THE HILLTOWN PROJECT (DOPA 07-01) BY AND BETWEEN THE CITY OF HERCULES AND THE SANTA CLARA VALLEY HOUSING GROUP, INC.

WHEREAS, The City and the Santa Clara Valley Housing Group ("Owner") are Parties to that certain Development and Owner Participation Agreement ("Development Agreement") adopted by ordinance of the City Council on or about September 23, 2008, with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California; and

WHEREAS, the Development Agreement addresses, among other things, the potential development of up to 640 residential dwelling units, a neighborhood retail facility, a series of public and private open space amenities, and a network of new roadways (the "Project") in accordance with all required Project Approvals; and

WHEREAS, the Development Agreement was revised by City Council's approval on May 8, 2018 of Amendment #1 making certain amendments to the 2008 Hilltown Development Agreement, including but not limited to removal of the Redevelopment Agency as a party to the agreement and an extension of the term of the Agreement; and

WHEREAS, the Development Agreement was further revised by City Council's approval on January 8, 2019 of Amendment #2 making further modifications of timelines; and

WHEREAS, the City and Owner desire to further amend certain provisions of the Development Agreement as described in this Amendment No. 3, including but not limited to the term of the Development Agreement and affordable housing requirements as stated therein; and

WHEREAS, the Planning Commission did hold a properly noticed public hearing on October 21, 2019 to consider owner's application to amend the Development Agreement, and did hear and use its independent judgment to consider said application, reports, recommendations, and related testimony.

NOW, THEREFORE, BE IT RESOLVED:

1. The foregoing recitals are true and correct and made a part of this Resolution.
2. The Planning Commission, based on its independent judgment and analysis, after due study, deliberation and public hearing, finds and determines that the proposed third

amendment to the 2008 Development Agreement contained in Exhibit A to this Resolution is in the public interest, is in conformance with the requirements of state law (Government Code Section 65864 *et seq.*) and the City's municipal code (Title 10, Chapter 8).

BE IT FURTHER RESOLVED: The Planning Commission recommends that the City Council approve the proposed third amendment to the 2008 Development Agreement as specified in Exhibit A to this Resolution, attached hereto and incorporated by reference herein.

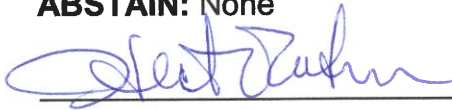
PASSED, AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF HERCULES on this 21st day of October 2019, by the following votes:

AYES: Commissioners K. Morrison, H. Rubio, N. Sacramento, S. Tolley

NOES: None

ABSENT: Chair I. Galieva

ABSTAIN: None



Hector Rubio, Acting Planning Chair, 2019

ATTEST:



Holly P. Smyth, Planning Director &
Secretary

Exhibit A: Amendment #3 to the Development and Owner Participation Agreement for the Hill Town Redevelopment Project (DOPA 07-01)

**AMENDMENT No. 3 TO THE DEVELOPMENT AND OWNER PARTICIPATION
AGREEMENT FOR THE HILL TOWN PROJECT (DOPA 07-01) BY AND BETWEEN
THE CITY OF HERCULES AND THE SANTA CLARA VALLEY HOUSING GROUP**

This AMENDMENT No. 3 TO THE DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT (this "Amendment No. 3") is entered into as of the ____ day of _____, 2019 between the City of Hercules, a municipal corporation (the "City") and Santa Clara Valley Housing Group, Inc., a California corporation ("Owner"). The City and Owner are collectively "Parties" to this Amendment.

RECITALS

A. The City and Owner are Parties to that certain Development and Owner Participation Agreement adopted by ordinance on September 23, 2008, a memorandum of which is recorded in the Office of the Contra Costa County Recorder, State of California, on November 25, 2008 as Document No. 2008-0256803-00 (the "Development Agreement"), with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California and described in Exhibit "A" attached to the Development Agreement (the "Project Site"). Unless otherwise defined in this Amendment No. 3, all capitalized terms have the meanings given to those terms in the Development Agreement.

B. The Development Agreement addresses, among other things, the potential development of up to 640 residential dwelling units a neighborhood retail facility, a series of public and private open space amenities, and a network of roadways (the "Project") in accordance with all required Project Approvals.

C. The Development Agreement was previously amended twice by the City Council. The first Amendment was made by the City Council in May of 2018 to approve certain amendments, including but not limited to removal of the Redevelopment Agency as a party to the Development Agreement and an extension of the term of the Development Agreement ("Amendment No. 1"). The City Council also amended the Development Agreement a second time in January of 2019 in order to further extend the term ("Amendment No. 2").

D. The City and Owner desire to further amend certain provisions of the Development Agreement as described in this Amendment No. 3, including but not limited to the term of the Development Agreement and affordable housing requirements.

E. On _____, 2019, after duly noticed public hearings, the City Council of the City of Hercules adopted Ordinance No. _____ approving this Amendment No. 3, which ordinance is incorporated herein by reference.

AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE CITY AND THE OWNER AGREE THAT THE DEVELOPMENT AGREEMENT IS AMENDED AS FOLLOWS:

1. Term Amendments. Section 2.2 is hereby amended in full to read as follows:

“2.2 Land Use Term. The Land Use Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until **June 30, 2020 or the date four months after the date on which the City Council opens the first public hearing on the tentative map application for the Project, whichever is later**, unless the Land Use Term is extended or terminated as provided in this section or sections 8.1 or 10.2.

2.2.1 Owner shall pay the remaining \$50,000 of the \$100,000 due to the City under section 3.6.1.7 of this Agreement on or before January 10, 2020.

[Sections 2.2.1.1, 2.2.1.2, and 2.2.2 are hereby eliminated.]”

2. Affordable Housing Amendments. Section 3.6.1.6 is hereby amended in full to read as follows:

“3.6.1.6 Affordable Housing. Owner shall set aside five percent (5%) of the total number of residential units constructed on the Property for moderate income housing pursuant to **an Affordable Housing Plan to be agreed to and executed by the Parties prior to issuance of the first residential unit building permit for the Project.**”

3. Successor and Assigns. This Amendment No. 3 shall be binding upon and inure to the benefit of the City, the Owner, and their respective successors and assigns.
4. Integration. Except as expressly provided to the contrary herein, all provisions of the initial Development Agreement as amended, which is incorporated herein by reference, shall remain in full force and effect. The Development Agreement and this Amendment No. 3 shall hereafter be collectively referred to as the Development Agreement. The Development Agreement, as amended herein, integrates all of the terms and conditions of agreement between the Parties and supersedes all previous agreements between the Parties with respect to the subject matter hereof. To the extent that the terms of the initial Development Agreement as amended and this Amendment No. 3 conflict, the terms of this Amendment No. 3 shall prevail and control.
5. Authority to Execute. The person or persons executing this Amendment No. 3 on behalf of Owner warrant(s) and represent(s) that they have the authority to execute this Amendment No. 3, that they are the proper interest holders and/or successors in interest to the previous Parties executing the Development Agreement, and they

further warrant that they have the authority to bind their respective Owner to the performance of the obligations hereunder. Signatories shall defend, indemnify, and hold harmless the City, and its agents, officers, and employees, from any challenge related to the authority of any person or persons signing this Amendment No. 3.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date set forth above.

APPROVED AS TO FORM:

By: _____
Patrick Tang
City Attorney

CITY:

CITY OF HERCULES
a municipal corporation

By: _____
David Biggs
City Manager

By: _____
Dan Romero
Mayor

OWNER:

SANTA CLARA VALLEY HOUSING
GROUP, INC., a California Corporation

By: _____
Stephen E. Schott
Vice President



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 12, 2019

TO: Members of the City Council

SUBMITTED BY: Holly Smyth, AICP, Planning Director
Robert Reber, Adjunct Planner

SUBJECT: **Ordinance to Amend Hercules Municipal Code Title 9 “Building Regulations,” Adopting by Reference the New California Code of Regulations Title 24, 2019 Edition of the California Building Standards Code with amendments separately adopted by Contra Costa County and the Rodeo-Hercules Fire Protection District**

RECOMMENDED ACTION:

Convene a public hearing, take testimony, waive first reading, and introduce an Ordinance (Attachment 1) repealing and replacing Building Code Regulations of the existing Hercules Municipal Code Title 9, Building Regulations, and adopting 2019 California Building Standards, with local amendments as adopted by Contra Costa County and the Rodeo-Hercules Fire Protection District.

FISCAL IMPACT OF RECOMMENDATION:

Not Applicable.

BACKGROUND:

Title 24 of the California Building Standards Code of Regulations contains most of the construction codes adopted by the City of Hercules. After a thorough review process that takes place over a three year period, the California Building Standards Code is revised and published in its entirety by order of the California Legislature. Jurisdictions then have two choices: adopt the codes as printed, or adopt the codes with local amendments.

A city and county may establish more restrictive building standards (amendments) reasonably necessary because of local climatic, geological, or topographical conditions. The recommended code changes contained in the amended ordinance have been proposed and approved by the County Board of Supervisors (Attachment 2) and the Rodeo-Hercules Fire Protection District (RHFPD) (Attachment 4). The County and RHFPD must file the findings of necessity with the California Building Standards Commission before they become enforceable.

The City’s adoption of County and RHFPD amendments is authorized in Sections 50020-50022.9 of the California Government Code. While the County and RHFPD are required to adopt separate

findings in support of local amendments and forward the local amendments to the California Building Standards Commission, the City is not required to do so when adopting the County and RHFPD code amendments. The County's and RHFPD's findings are provided with this staff report as Attachments 3 and 5, respectively.

DISCUSSION:

The codes used by the City of Hercules for construction are: Administrative Code, Building Code, Plumbing Code, Mechanical Code, Electrical Code, Building Security Code, Abatement of Dangerous Buildings, Energy Code, Historical Code, Existing Building Code, Referenced Standards Code, Fire Code, Green Building Standards Code, and Residential Code. The proposed Hercules ordinance includes the County's and the RHFPD's amendments to the statewide codes due to local conditions described in the referenced ordinances and adopted findings.

County Amendments to the California Building Standards Code. The following is a summary of the County's substantive changes to the 2019 California Building Standards Code:

- Require installation of hard-wired smoke detectors in existing flat roof buildings when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed. This amendment is the same as the local amendment made to the previous statewide code.
- Require more reinforcing in some building foundations to better withstand seismic forces found in the region of California. This amendment is the same as the local amendment made to the previous statewide code.
- Prohibit the use of gypsum wallboard as seismic bracing, and restrict the use of Portland Cement Plaster as seismic bracing to single-story, single-and two-family dwellings, and accessory structures. These amendments are the same as the previous code cycle and are based on the performance of these materials during previous earthquakes in California.
- Electric vehicle charging station requirements for new multi-family buildings will be amended as follows. The statewide code requires 10 percent of parking spaces be designated as Electric Vehicle Charging Spaces ("EV spaces") and equipped with the electrical conduit and other associated electrical infrastructure to support the future installation of electrical vehicle charging devices. The ordinance would require that half of the designated EV spaces (5% of the total number of parking spaces) be equipped with fully operational electrical vehicle charging equipment. This amendment would impose a stricter standard than that included in the statewide code, and the percentage of parking spaces required to be equipped with fully operational charging equipment is consistent with the current policy previously adopted by the Contra Costa County Board of Supervisors and, by reference, the City of Hercules.
- Electrical vehicle station requirements for non-residential buildings will be amended as follows. The statewide code generally requires 6 percent of parking spaces be designated as Electric Vehicle Charging Spaces ("EV spaces") and equipped with the electrical conduit

and other associated electrical infrastructure to support the future installation of electric vehicle charging devices. The ordinance would require that all designated EV spaces be equipped with fully operational electric vehicle charging equipment. This amendment is the same local amendment made to the previous statewide code.

- More restrictive construction waste reduction, disposal and recycling standards consistent with those presently enforced in Contra Costa County, including the following:
 - Apply construction waste management requirements in the statewide code to certain projects for existing residential buildings, including: demolition projects when a demolition permit is required, except demolition projects that are necessary to abate a public nuisance; projects that impact 5,000 square feet or more of the total combined conditioned and unconditioned building area; projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more.
 - Delete the exception from construction waste management requirements for projects solely based on their isolated location from diversion facilities.
 - Require measuring and documentation of all generated debris to ensure that at least 65% is diverted from landfills.

Since Contra Costa County has been providing building inspection and plan check services for the City and will be doing so for the foreseeable future, staff agrees with and recommends adoption of the County's proposed amendments to the Hercules code, which will help ensure uniform plan check and inspections whether in Hercules or another part of the County. The Board of Supervisors had its initial public hearing and first reading of the Ordinance for amending the 2019 Building Codes at its October 22, 2019 meeting and is scheduled for its second reading on November 12, 2019.

RHFPD Code Amendments. The Rodeo-Hercules Fire Protection District (RHFPD) participated in a Fire Prevention Panel, composed of county wide prevention officers, to create a consensus document to be utilized county-wide by cities and fire districts in Contra Costa County in an effort to ensure uniformity in requirements. The RHFPD Board of Directors had its initial public hearing and first reading of an ordinance for amending the 2019 Fire Codes at its October 1, 2019 meeting and had a second reading and approval of Ordinance 2019-01 adopting the 2019 California Fire Code with amendments supported by findings based on facts of local climatic, geological, or topographical conditions (see Attachments 4 and 5 respectively). Adoption of the attached Fire Code with amendments by the City will help ensure consistency in carrying out the code.

CONCLUSION: Staff has reviewed the amendments proposed by the Fire District and RHFPD, integrated their Ordinances into the City's Municipal Code format, and in order to provide consistency and avoid confusion, is recommending incorporation of the amendments into the Hercules Municipal Code as approved by the County Board of Supervisors and RHFPD Board of Directors.

ATTACHMENTS:

1. Draft Ordinance

2. Contra Costa County Ordinance No. 2019-31 – Building Code Adoption for integration
3. Contra Costa County Ordinance No. 2019-31 Supporting Findings for Building Code Modifications
4. Rodeo–Hercules Fire Protection District Ordinance #2019-31 - Fire Code for integration
5. Rodeo–Hercules Fire Protection District Ordinance #2019-31 – Supporting Findings for Fire Code Modifications

Financial Impact

Description: No fiscal impact

Funding Source: Not applicable

Budget Recap:

Total Estimated cost:	\$0	New Revenue:	\$0
Amount Budgeted:	\$0	Lost Revenue:	\$0
New funding required:	\$0	New Personnel:	\$0
Council Policy Change: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HERCULES AMENDING PROVISIONS OF THE HERCULES MUNICIPAL CODE TITLE 9, CHAPTERS 1–18, ADOPTING BY REFERENCE THE NEW 2019 EDITION OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24 OF THE CALIFORNIA BUILDING STANDARDS CODE WITH AMENDMENTS DEVELOPED BY CONTRA COSTA COUNTY AND THE RODEO–HERCULES FIRE PROTECTION DISTRICT.

WHEREAS, every three years the State of California adopts new construction codes; and

WHEREAS, the City of Hercules desires to adopt the new construction codes with amendments developed and adopted by Contra Costa County through its Ordinance No. 2019-31 and by the Rodeo–Hercules Fire Protection District through its Ordinance No. 2019-01; and

WHEREAS, the findings in support of changes, additions, and deletions to Statewide Building Standards Code are attached to the November 12, 2019 City Council staff report and were reviewed and adopted by the Contra Costa County Board of Supervisors and by the Rodeo–Hercules Fire Protection District Board of Directors; and

WHEREAS, adoption of County amendments is authorized in Sections 50020-50022.9 of the California Government Code without adopting separate filing of findings and therefore findings are not attached herein nor are they required to be forwarded to the California Building Standards Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HERCULES DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The City Council hereby incorporates the above recitals into this Ordinance by this reference.

SECTION 2. AMENDMENTS TO ADMINISTRATIVE CODE. Hercules Municipal Code, Title 9, Chapter 1, is hereby repealed and replaced in its entirety to read as follows:

Chapter 1. Building Regulations Administrative Code

Sec. 9-1.01 Administration.

These regulations shall be known as the “California Administrative Code,” and may be so cited, and will be referred to herein as “this Chapter.” This Code is one of the technical codes of Building Regulations and is administered under Title 9, Chapter 1 of the Hercules Municipal Code.

Sec. 9-1.02 Adoption by Reference.

The California Administrative Code, 2019 Edition, published by the International Code Council, as modified by the State of California and published in the “California Code of Regulations, Title 24, Part 1,” is adopted by reference and made a part of this Chapter as though fully set forth herein.

Sec. 9-1.03 Copies on File.

One (1) copy of the 2019 Edition of the California Administrative Code, as adopted by Section 9-1.02, and all amendments thereto, is on file in the office of the Chief Building Official for inspection by the public.

Sec. 9-1.04 Amendments, Additions, and Deletions. The following portion of the Ordinance Code of Contra Costa County, California, is adopted by reference under the authority of Sections 50020 through 50022.9 of the California Government Code: Amending the 2019 California Administrative Code by the changes, additions, and deletions set forth in Contra Costa County Ordinance No. 2019-31, Section VII, Section 72-6.212 Expiration of permit to add the following.

Expiration of permit. Every permit issued by the county building official becomes void if the building or work authorized is not begun within 12 months from the permit's date, or if it is suspended or abandoned for one hundred eighty continuous calendar days without excuse satisfying the county building official as being beyond control and remedy by the permittee. Evidence of starting work shall consist of at least one required inspection within 12 months of the permit issuance date or the date the permit was suspended or the work was abandoned. Once a permit becomes void, a new permit shall be obtained before any work is commenced or recommenced, and a new permit fee shall be paid. Any permittee holding an unexpired permit may apply for a permit extension upon a showing of good and satisfactory reason acceptable to the county building official. If the permittee is unable to commence work within the time required by this section, the county building official may extend the time of the permit for a period not exceeding one hundred eighty days upon written request by the permittee. No permit shall be extended more than once.

SECTION 3. AMENDMENTS TO BUILDING CODE. Hercules Municipal Code, Title 9, Chapter 2, Sections 9-2.02, 9-2.03, and 9-2.04 are hereby repealed and replaced in their entirety to read as follows.

Sec. 9-2.02 Adoption by Reference.

The California Building Code, 2019 Edition, (California Code of Regulations, Title 24, Part 2, Volumes 1 and 2), as published by the International Code Council (ICC) and adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, is adopted by reference and made a part of this Chapter as though fully set forth herein, subject to the changes, additions, and deletions set forth in this Chapter.

Sec. 9-2.03 Copies on File.

One (1) copy of the 2019 Edition of the California Building Code, as adopted by Section 9-2.02, and all amendments thereto, is on file in the office of the Chief Building Official for inspection by the public.

Sec. 9-2.04 Amendments, Additions, and Deletions. The following portion of the Ordinance Code of Contra Costa County, California, is adopted by reference under the authority of Sections 50020 through 50022.9 of the California Government Code:

Amending the 2019 California Building Code (CBC) by the changes, additions, and deletions set forth in Contra Costa County Ordinance No. 2019-31, Chapter 74-4, "MODIFICATIONS" Section 74-4.002 Amendments to CBC as stated below. Section numbers used below are those of the 2019 California Building Code.

(a) CBC Chapter 1 (Scope and Administration) is amended by the provisions of Division 72 of this code and as follows:

(1) Sections 103, 113, 114, and 116 of CBC Chapter 1 are deleted.

(2) Section 105.2 (Work exempt from permit) of CBC Chapter 1, subsection 4 is amended to read:

4. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.

(3) Section 107.2.1 (Information on construction documents) of CBC Chapter 1 is amended to read:

107.2.1 Information on Construction Documents. Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county

building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

- (4) Section 110.1 (Inspections - General) of CBC Chapter 1 is amended by adding the following to the end of that section:

At the time of first inspection by the county building official, a California licensed Land Surveyor or Civil Engineer shall certify in writing that the structure is placed according to the approved set of plans. The written certification must include the site address and permit number. This requirement does not apply to alterations or repairs to existing structures that do not affect the exterior limits of the existing structures.

- (b) Section 420.13 [HCD] (Electric vehicle (EV) charging for new construction) of CBC Chapter 4 (Special Detailed Requirements Based on Occupancy and Use) is amended to read:

420.13 Electric vehicle (EV) charging for new construction. Newly constructed Group R-1, R-2, and R-3 buildings shall be provided with infrastructure to facilitate future installation and use of electric vehicle (EV) chargers, and, where required, newly constructed Group R-2 buildings shall be provided with electric vehicle charging spaces equipped with fully-operational EV chargers, in accordance with the California Green Building Standards Code (CALGreen), Chapter 4, Division 4.1.

- (c) Section 907.2.10.9.1 is added to Section 907.2.10.9 (Existing Group R occupancies) of CBC Chapter 9 (Fire Protection Systems), to read:

907.2.10.9.1 Existing flat roof buildings. In existing flat roof buildings, the installation of a smoke detector that complies with California Residential Code Section R314.6 shall be required when a pitched roof is added on top of the existing flat roof and the solid sheathing of the flat roof is not removed.

- (d) Section 1405.2 is added to Section 1405 (Combustible materials on the exterior side of exterior walls) of CBC Chapter 14 (Exterior Walls), to read:

1405.2 Wood shakes or shingles. Wood shakes or shingles used for exterior wall covering shall be fire treated unless there is a minimum of 10 feet from the exterior wall (including shakes or shingles) to the property line or the exterior wall faces a street.

- (e) In Section 1705.3 (Concrete construction) of CBC Chapter 17 (Special Inspections and Tests), Exception 1 is amended to read:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength of no greater than 2,500 pound per square inch (psi) (17.2 Mpa).
- (f) Section 1809.8 (Plain concrete footings) of CBC Chapter 18 (Soils and Foundations) is deleted.
- (g) Section 1810.3.9.3 (Placement of reinforcement) of CBC Chapter 18 (Soils and Foundations) is amended by deleting Exception 3.
- (h) Section 1905.1.7 (ACI 318, Section 14.1.4) of CBC Chapter 19 (Concrete) is amended to read:

1905.1.7 ACI 318, Section 14.1.4. Delete ACI 318, Section 14.1.4, and replace with the following:

14.1.4 - Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

14.1.4.1- Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plain concrete, except as follows:

- (a) Reserved.
 - (b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
 - (c) Plain concrete footings supporting walls are permitted, provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.
- (i) Section 1906.1 (Structural Plain Concrete - Scope) of CBC Chapter 19 (Concrete) is amended by deleting the exception.
- (j) Section 1907.1 (Minimum Slab Provisions - General) of CBC Chapter 19 (Concrete) is amended by adding the following sentence to that section:

Slabs shall have a minimum reinforcement of 6-inch by 6-inch by 10-gauge wire mesh or equal at mid-height.

- (k) Appendix C and Appendix I of the CBC are incorporated into the City building code. Appendix A, Appendix B, Appendix D, Appendix E, Appendix F, Appendix G, Appendix H, Appendix J, Appendix K, Appendix L, and Appendix M of the CBC are excluded from the City building code.

SECTION 4. AMENDMENTS TO PLUMBING CODE. Hercules Municipal Code, Title 9, Chapter 3, Sections 9-3.02 and 9-3.03 are hereby repealed and replaced in their entirety to read as set forth below:

Sec. 9-3.02 Adoption by Reference.

The California Plumbing Code, 2019 Edition, (California Code of Regulations, Title 24, Part 5) including the standards based on the 2018 Uniform Plumbing Code sponsored by the International Association of Plumbing and Mechanical Officials, as modified by the State of California and as published in the “California Code of Regulations,” is adopted by reference and made part of this Chapter as though fully set forth herein, subject to the additions and deletions as set forth in this Chapter.

Sec. 9-3.03 Copies on File.

One (1) copy of the 2019 California Plumbing Code as adopted by Section 9-3.02 is on file in the office of the Chief Building Official for inspection by the public.

SECTION 5. AMENDMENTS TO MECHANICAL CODE. Hercules Municipal Code, Title 9, Chapter 4, Sections 9-4.02 and 9-4.03 are hereby repealed and replaced in their entirety to read as set forth below:

Sec. 9-4.02 Adoption by Reference.

The California Mechanical Code, 2019 Edition, (California Code of Regulations, Title 24, Part 4) including the appendices, based on the 2018 Uniform Mechanical Code sponsored by the International Association of Plumbing and Mechanical Officials, as modified by the State of California and as published in the “California Code of Regulations,” is adopted by reference and made part of this Chapter as though fully set forth herein, subject to the additions and deletions as set forth in this Chapter.

Sec. 9-4.03 Copies on File.

One (1) copy of the 2019 California Mechanical Code as adopted by Section 9-4.02 is on file in the office of the Chief Building Official for inspection by the public.

SECTION 6. AMENDMENTS TO ELECTRICAL CODE. Hercules Municipal Code, Title 9, Chapter 5 Sections 9-5.02 and 9-5.03 are hereby repealed and replaced in their entirety to read as set forth below:

Sec. 9-5.02 Adoption by Reference.

The California Electrical Code, 2019 Edition, (California Code of Regulations, Title 24 Part 3) based on the 2017 Edition of the National Electrical Code, as published by the National Fire Protection Association, as modified by the State of California and published in the “California Code of Regulations,” is adopted by reference and made a part of this Chapter as though fully set forth herein, subject to the additions and deletions set forth in this Chapter.

Sec. 9-5.03 Copies on File.

One (1) copy of the 2019 California Electrical Code as adopted by Section 9-5.02 is on file in the office of the Chief Building Official for inspection by the public.

SECTION 7. HOUSING CODE. No changes proposed in Hercules Municipal Code, Title 9, Chapter 6.

SECTION 8. BUILDING SECURITY CODE. No changes proposed in Hercules Municipal Code, Title 9, Chapter 7.

SECTION 9. ABATEMENT OF DANGEROUS BUILDINGS. No changes proposed in Hercules Municipal Code, Title 9, Chapter 8.

SECTION 10. BOARD OF APPEALS. No changes proposed in Hercules Municipal Code, Title 9, Chapter 9.

SECTION 11. PENALTIES. Hercules Municipal Code, Title 9, Chapter 10 is hereby repealed and replaced in their entirety to read as set forth below:

Sec. 9-10.01 Penalty for Violation of Ordinance Provisions.

Any violation of the Code sections designated in Title 9 shall constitute an infraction, unless provided otherwise. The City of Hercules may prosecute violations of Title 9 as misdemeanors in addition to any other remedies provided in this Code or allowed by law.

Title 1, Chapter 4, Section 1-4.01 of the Hercules Municipal Code outlines the penalties for any failure to comply with any of the requirements of the Municipal Code for either Misdemeanors or Infractions.

Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to double fee penalty for all required permits as allowed by the California Building Codes.

Failure to comply. Any person who continues any work after having been served with a stop work order is subject to an Administrative Citation per the procedure outlined in the Hercules Municipal Code Section 1-4.02 Administrative Citations - Procedures, except any work that a person is directed by the building official to perform to remove a violation or unsafe condition.

SECTION 12. AMENDMENTS TO ENERGY CODE. Hercules Municipal Code, Title 9, Chapter 11, Sections 9-11.02 and 9-11.03 are hereby repealed and replaced in their entirety to read as set forth below:

Sec. 9-11.02 Adoption by Reference.

The California Energy Code, 2019 Edition, (California Code of Regulations, Title 24, Part 6), including appendices, as published by the International Code Council as modified by the State of California is adopted by reference and made a part of this Chapter as though fully set forth herein, subject to the additions and deletions set forth in this Chapter.

Sec. 9-11.03 Copies on File.

One (1) copy of the 2019 California Energy Code, including appendices, as adopted by Section 9-11.02, is on file in the office of the Chief Building Official for inspection by the public.

SECTION 13. AMENDMENTS TO HISTORICAL BUILDING CODE. Hercules Municipal Code, Title 9, Chapter 12, Sections 9-12.01, 9-12.02 and 9-12.03 are hereby repealed and replaced in their entirety to read as set forth below:

Sec. 9-12.01 Administration.

These regulations shall be known as the “Historical Code” and may be so cited, and will be referred to herein as “this Chapter.” This Code is one (1) of the technical codes of building regulations and is administered under Title 9, Chapter 1 of the Hercules Municipal Code.

Sec. 9-12.02 Adoption by Reference.

The California Historical Building Code, 2019 Edition, (California Code of Regulations, Title 24, Part 8) including appendices, as published by the International Code Council as modified by the State of California is adopted by reference and made a part of this Chapter as though fully set forth herein, subject to the additions and deletions set forth in this Chapter.

Sec. 9-12.03 Copies on File.

One (1) copy of the 2019 California Historical Building Code, including appendices, as adopted by Section 9-12.02 is on file in the office of the Chief Building Official for inspection by the public.

SECTION 14. AMENDMENTS TO EXISTING BUILDING CODE. Hercules Municipal Code, Title 9, Chapter 13 is hereby repealed and replaced in its entirety to read as set forth below.

Sec. 9-13.01 Administration.

These regulations shall be known as the “Existing Building Code” and may be so cited, and will be referred to herein as “this Chapter.” This Code is one (1) of the technical codes of building regulations and is administered under Title 9, Chapter 1 of the Hercules Municipal Code

Sec. 9-13.02 Adoption by Reference.

The California Existing Building Code (“CEBC”), 2019 Edition, (California Code of Regulations, Title 24, Part 10) including appendices, as published by the International Code Council as modified by the State of California and is adopted by reference and made a part of this Chapter as though fully set forth herein, subject to the changes, additions and deletions set forth in this Chapter.

Sec. 9-13.03 Copies on File.

One (1) copy of the 2019 California Existing Building Code, including appendices, as adopted by Section 9-13.02 is on file in the office of the Chief Building Official for inspection by the public.

Sec. 9-13.04 Amendments, Additions, and Deletions. The following portion of the Ordinance Code of Contra Costa County, California, is adopted by reference under the authority of Sections 50020 through 50022.9 of the California Government Code:

Adopting the amendments to the California Existing Building Code (“CEBC”) by the changes, additions, and deletions set forth below as set forth in the Contra Costa County Ordinance No. 2019-31, Chapter 74-4, “Amendments to CEBC” Section 74-4.008 with Section numbers used below being those of the 2019 California Existing Building Code.

(a) CEBC Chapter 1 (Scope and Administration) is amended by the provisions of Division 72 of this code and as follows:

- (1) Sections 103, 112, 113, and 115 of CEBC Chapter 1 are deleted.
- (2) Section 106.1 (Construction Documents - General) of CEBC Chapter 1 is amended by deleting the exception.
- (3) Section 106.2.1 (Construction documents) of CEBC Chapter 1 is amended to read:

106.2.1 Construction documents. Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances,

rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

SECTION 15. AMENDMENTS TO REFERENCED STANDARDS CODE. Hercules Municipal Code, Title 9, Chapter 14, Sections 9-14.01, 9-14.02 and 9-14.03 are hereby repealed and replaced in their entirety to read as set forth below.

Sec. 9-14.01 Administration.

These regulations shall be known as the “Referenced Standards Code,” and may be so cited, and will be referred to herein as “this Chapter.” This Code is one (1) of the technical codes of building regulations and is administered under Title 9, Chapter 1 of the Hercules Municipal Code.

Sec. 9-14.02 Adoption by Reference.

The California Referenced Standards Code, 2019 Edition (California Code of Regulations, Title 24, Part 12) including appendices, as published by the International Code Council, as modified by the State of California is adopted by reference and made a part of this Chapter as though fully set forth herein, subject to the additions and deletions as set forth in this Chapter.

Sec. 9-14.03 Copies on File.

One (1) copy of the 2019 Edition of the California Referenced Standards Code, as adopted by Section 9-14.02, is on file in the office of the Chief Building Official for inspection by the public.

SECTION 161. AMENDMENTS TO FIRE CODE. Title 9, Chapter 15 of the City of Hercules Municipal Code is repealed and replaced in its entirety to read:

Sec. 9-15.01 Administration.

These regulations shall be known as the “California Fire Code, 2019 Edition,” and may be so cited, and will be referred to herein as “this Chapter.” This Code is one (1) of the technical codes of building regulations and is administered under Title 9, Chapter 1 of the Hercules Municipal Code.

Sec. 9-15.02 Adoption by Reference.

The California Fire Code, 2019 Edition, (California Code of Regulations, Title 24, Part 9), including appendices, as published by the International Code Council, as modified by the State of California and is adopted by reference and made a part of this Chapter as though fully set forth herein, subject to the additions and deletions as set forth in this Chapter.

Sec. 9-15.03 Copies on File.

One (1) copy of the 2019 Edition of the California Fire Code, as adopted by Section 9-15.02, is on file in the office of the Chief Building Official for inspection by the public.

Sec. 9-15.04 Amendments, Additions, and Deletions.

The following portion of the Ordinance Code of Rodeo-Hercules Fire District, California, is adopted by reference under the authority of Sections 50020 through 50022.9 of the California Government Code:

Amending the 2019 California Fire Code (CFC) by the changes, additions, and deletions set forth below as set forth as set in the Rodeo-Hercules Fire District Ordinance No. 2019-01. Section numbers used below are those of the 2019 California Fire Code.

Chapter 1. Administration.

Chapter 1 is adopted in its entirety except as amended below.

Section 101.1 is amended as follows:

101.1 Title. These regulations shall be known as the Fire Code of the Rodeo-Hercules Fire Protection District, hereinafter referred to as “*the code.*”

Section 102.1 is amended to add item 5 to read:

102.1 Construction and design provisions. The construction and design provisions of this code shall apply to:

Where not otherwise limited by law, the provisions of this Code shall apply to vehicles, ships, boats, and mobile vehicles when fixed in a specific location within the boundaries of this

Section 103 is amended to add:

Section 103.5.1 Fire Suppression and Emergency Mitigation Fees. The Rodeo – Hercules Fire Protection District may charge fees that reasonably constitute the cost of suppression of any fire or emergency mitigation against a property owner or other responsible person when the fire or

emergency is a result of that person's violation of any federal, state statute or local ordinance. (RHFPD Ordinance 20-1 Cost Recovery)

Section 103.5.1 Fire Prevention Personnel as Peace Officers. The Fire Chief and said Fire Chief designees shall have the powers of peace officers while engaging in the performance of their duties with respect to the prevention investigation and suppression of fires and the protection and prevention of life and property against the hazards of fire conflagration. In accordance with California Penal Code Chapter 4.5 (830.37(b))

The Fire Chief and duly authorized agents, may issue citations for violations of this ordinance in the same manner as a county or city is authorized to do so by Chapter 5C (commencing with Section 835.5) Title 3, Part 2, of the California Penal Code.

Section 105.6 is amended to read:

105.6 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.51.

Section 105.6 is amended by adding subsections 105.6.52 through 105.6.55, to read:

105.6.52 Christmas tree sales. A permit is required to use a property for the purpose of selling cut Christmas trees.

105.6.53 Firework aerial display. A permit is required to conduct a firework display regulated by California Code of Regulations, Title 19 and Chapter 33 of this code.

105.6.54 Model rockets. A permit is required to sell or launch model rockets pursuant to California Code of Regulations, Title 19, Division 1, Article 17.

105.6.55 Temporary water supply. A permit is required to use a temporary water supply for construction of residential projects or subdivisions pursuant to Sections 1412.2 and 1412.3.

Section 105.7 is amended to read:

105.7 Required construction permits. The fire code official is authorized to issue construction permits for the operations set forth in Chapter 1, Sections 105.7.1 through 105.7.25.

Section 105.7 is amended by adding sections 105.7.2a and 105.7.26 through 105.7.31 as follows:

105.7.2.a Battery systems. A construction permit is required to operate stationary lead-acid battery systems having a liquid capacity of more than 50 gallons (189 L) pursuant to Section 608.

105.7.26 Access for fire apparatus. Plans shall be submitted and a permit is required to install, improve, modify, or remove public or private roadways, driveways, and bridges for which Fire District access is required by CFC. A permit is required to install a gate across a fire apparatus access road pursuant to Section 503.

105.7.27 Construction, alteration, or renovation of a building for which a building permit is required. Plans shall be submitted to the fire code official for all land developments or for the construction, alteration, or renovation of a building within the jurisdiction where a building permit is required.

105.7.28 Medical gas systems. A construction permit is required for the installation of or modification to a medical gas system pursuant to Section 3006.

105.7.29 Refrigeration equipment. A permit is required to install a mechanical refrigeration unit or system regulated by Chapter 6.

105.7.30 Land Development, Subdivisions. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction that involve the subdivision of land.

105.7.31 Water supply for fire protection. Plans shall be submitted to the fire code official for the purpose of determining whether adequate water supplies, fire hydrants, and associated systems are provided for all facilities, buildings or portions of buildings either constructed or moved into the District pursuant to Section 507.

Section 109 is amended to read:

109 Board of Appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there is hereby created a board of appeals. The board of appeals is comprised of the Board of Directors. The fire code official shall be an ex officio member of said board but shall have no vote on any manner before the board. The board shall adopt rules of procedure for conducting its business, and shall render

all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.

Section 109.4 is amended in its entirety to read:

109.4 Violation penalties. Every person who violates any provision of this fire code is guilty of a misdemeanor. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense. The application of the aforesaid penalty shall not be held to prevent the enforced removal of prohibited conditions. This section is a declaration of Health and Safety Code section 13871 and is not intended to create a different or separate penalty.

Section 111.5 is amended to read:

111.5 Failure to comply. Any person who continues any work after having been served with a stop work order is subject to citation, except any work that a person is directed by the fire code official to perform to remove a violation or unsafe condition.

Chapter 2. Definitions

Chapter 2 is adopted in its entirety except as amended below.

Section 202 is amended by adding the following definitions to read:

Administrator. Fire Chief.

All-weather driving surface. A roadway with a minimum surface finish of one layer of asphalt or concrete that is designed to carry the imposed weight loads of fire apparatus.

Board of Directors. The Rodeo-Hercules Fire Protection District Board of Directors.

Driveway. A private roadway that provides access to no more than two (2) single-family dwellings.

Fire Code Official. The Fire Code Official is the Fire Chief or his/her designee.

Firebreak. A continuous strip of land upon and from which all rubbish, weeds, grass or other growth that could be expected to burn has been

abated or otherwise removed in order to prevent extension of fire from one area to another.

Fire trail. A graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires.

Nuisance Fire Alarm. The activation of any fire protection or alarm system which results in the response of the Fire District and is caused by malfunction, improper maintenance, negligence, or misuse, of the system by an owner, occupant, employee, or agent, or any other activation not caused by excessive heat, smoke, fire, or similar activating event.

Response time. The elapsed time from receipt of call to the arrival of the first unit on scene.

Rural area. An area generally designated for agricultural or open space uses with parcels more than 10 acres (4.046873ha) in size.

Rural residential area. An area generally designated for single-family residential use with parcels between three (1.2140619ha) and 10 (4.046873ha) acres in size.

Running time. The calculated time difference between leaving the first-due station and arriving on the emergency scene.

Sprinkler Alarm & Supervisory System (SASS): A Dedicated Function Fire Alarm System located at the protected premise installed specifically to monitor sprinkler water-flow alarm, valve supervisory, and general trouble conditions where a Building Fire Alarm is not required.

Temporary fire department access road for construction. An approved temporary roadway for emergency vehicle use during construction of residential subdivision projects.

Temporary fire department access road for construction of one (1) residential (R3) unit. A temporary roadway for emergency vehicle use during construction of an individual residential (R3) structure where a fire department access road is required as part of the project.

Temporary water supply. Water stored for firefighting purposes in an approved aboveground tank during combustible construction.

Tree litter. Any limbs, bark, branches and/or leaves in contact with other vegetation or left to gather on the ground.

Weeds. All weeds growing upon streets or private property in the jurisdiction, including any of the following:

1. Weeds that bear seeds of a fluffy nature or are subject to flight.
2. Sagebrush, chaparral (including Chamise, Coyote Brush/Greasewood, Brooms, and Buckwheat), and any other brush or weeds that attain such large growth as to become, when dry, a fire menace to adjacent improved property.
3. Weeds that are otherwise noxious or dangerous.
4. Poison oak and poison sumac when the conditions of growth constitute a menace to public health.
5. Dry grass, brush, tree litter, litter, or other flammable materials that endanger the public safety by creating a fire hazard.

Rubbish. Waste matter, litter, trash, refuse, debris and dirt on streets, or private property within the jurisdiction, which may become, a fire hazard.

Streets. Includes alleys, parkways, driveways, sidewalks, and areas between sidewalks and curbs, highways, public right of ways, private road, trails, easements, and fire trails.

Person. Includes individuals, firms, partnerships, and corporations.

Defensible Space. The area within the perimeter of a parcel providing the key point of defense from an approaching wildland or escaping structure fire.

Priority Hazard Zone. An area where the threat from wildfire is severe due to proximity to open space, topography, degree of space, density of homes amount of vegetation (native and ornamental) and other conditions favorable to fast moving fires.

Reduced Fuel Zone. The area that extends from thirty feet (30') to one hundred feet (100') or more away from the structure or to the property line, whichever is closer to the structure.

Cost of Abatement. Includes all expenses incurred by the jurisdiction in its work of abatement undertaken and administrative costs pursuant to Section 319.5 of this Ordinance.

Chapter 3. General Safety Provisions.

Chapter 3 is adopted in its entirety except as amended below.

Section 304.1.2 is added to read:

304.1.2. Vegetation. (E) California Code of Regulations Title 19, Division 1, 3.07(b) Clearances.

Section 304.1.4 is added to read:

304.1.4 Clothes Dryers. Clothes dryers shall be frequently cleaned to maintain the lint trap, mechanical and heating components, vent duct and associated equipment free from accumulations of lint and combustible materials.

Section 308.1.4 Exception 1 is amended to read:

Exception 1. Residential Occupancies.

Section 321 is added to read:

321 Exterior Fire Hazard Control.

321.1.1 Jurisdictional Authority. The Board of Directors, as the supervising, legislative and executive authority of the jurisdiction, hereby delegates to the Board of Fire Commissioners of the jurisdiction all its powers, duties and rights to act pursuant to Part 5 (commencing with Section 14875), Division 12, of the Health and Safety Code, to clear or order the clearing of rubbish, litter or other flammable material where such flammable material endangers the public the safety by creating a fire hazard. Fire hazard abatement will be conducted in accordance with the provisions of said Part 5 and this ordinance. In the application of the provisions of said Part 5 to fire hazard abatement proceedings under this ordinance and the Fire Protection District Law of 1987, the terms “Board of Directors” or “Board,” when used in Part 5, means the Board of Fire Commissioners of this jurisdiction under this section; and the officers designated in Health and Safety Code Section 14890 are the employees of the jurisdiction.

321.1.2 Contract for Services. The Board of Directors reserves and retains the power to award a contract for fire hazard abatement work when the employees of the jurisdiction are not used to perform the abatement work.

321.3 Weeds and Rubbish a Public Nuisance. The Board hereby declares that all weeds growing upon private property or streets in this jurisdiction and all rubbish on private property or streets in this jurisdiction are public nuisances. Such weed nuisance is seasonal and recurrent.

321.4 Abatement of Hazard.

321.4.1 Prohibition. No person who has any ownership or possessory interest in or control of parcel of land shall allow to exist thereon any hazardous rubbish, weeds, trees, or other vegetation that constitutes a fire hazard. Destruction by burning within this jurisdiction is unlawful unless the written permission of the fire chief is first obtained, and all other applicable permits are obtained from appropriate governing agencies or jurisdictions.

321.4.2 Specific Requirements. The District shall develop minimum abatement standards for land in residential, rural and/or rural residential, business, industrial areas, or land which is unused or vacant. Such standards may be modified periodically as circumstances dictate.

321.4.2.1 Clearance of Weeds from Streets. The Fire Code Official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of streets that are improved, designed or ordinarily used for vehicular traffic to be cleared of flammable vegetation and other combustible growth. The Fire Code Official is authorized to enter upon private property to do so.

321.5 Abatement Procedures.

321.5.1 Abatement Order. The fire code official may order the abatement of the weeds and rubbish described in Sections 304.1.2 and 319.2. On making the order, the fire code official will mail a copy of a notice to the owners of the affected property as their names and addresses appear upon the last county equalized assessment roll, or as their names and addresses are known to the fire code official. As an alternative to mailing, the notice may be posted upon the affected property and published in the jurisdiction, not less than 15 days prior to the date of the abatement hearing. Copies of the notice will be headed with the words "Notice to Abate Weeds and Rubbish" in letters at least one inch high. The notice will be in substantially the following form:

NOTICE TO ABATE WEEDS AND RUBBISH

You are hereby notified that weeds and rubbish constitute a fire hazard on the following described property owned by you:

(Describe property by common street designation, by metes and bounds, Assessor's code area and parcel number, or by reference to attached map).

You must remove the weeds and rubbish within fifteen (15) days from the date of this notice. If you fail to do so, the (jurisdiction) Fire Protection

District will remove it, and the cost of the abatement, including administrative costs, will be collected as property taxes and will be a lien on your property until paid.

You are further notified that the Board of Directors has declared that such weeds and rubbish constitute a public nuisance and that such weeds also constitute a seasonal and recurring nuisance.

You may appear before the Board of Directors of this jurisdiction on (time and date) at (place-room, street, address, and city) to show cause why this order should not be enforced.

(Signed): (Name of fire code official of name of jurisdiction)

321.5.2 Hearing Date. A date for hearing on the notice will be sent at least 15 days after the date of the notice. The date of the notice is the date on which the notice is placed in the United States mail or the date on which it is posted on the property. At the hearing, the property owner or his agent may appear to show cause why the order should not be enforced. For good cause shown, the Board of Directors may extend the time for compliance with the order or may rescind the order.

321.5.3 Contract Award. If the owner fails to comply with the order, the fire code official may have the weeds and rubbish abated either by employees of this jurisdiction or by contract. If a contract is awarded, it will be by public bid, awarded to the lowest responsible bidder. A contract may include work on more than one parcel. Concerning any contract previously awarded as provided in this subsection and that has been fully extended as provided in that contract, it may thereafter be extended on its same terms and conditions for a further period (not to exceed one year) by agreement of the Board of Directors and the involved contractor.

321.5.4 Abatement Report of Costs. The fire code official or his or her designee abating the nuisance will keep an account of the cost of abatement in front of or on each separate parcel of land and will render an itemized report in writing to the Board of Directors showing the cost of removing the weeds and rubbish on or in front of each separate lot or parcel of land, or both. Before the report is submitted to the Board of Directors, a copy of it will be posted for at least three days on or near the chamber door of the Board with a notice of the time and when the report will be submitted to the Board for confirmation. At the time fixed for receiving and considering the report, the Board of Directors will hear it and any objections of any of the property owners liable to be assessed for the work of abatement. Thereupon, the Board of Directors may make such modifications in the report as it deems necessary, after which the report will be confirmed. The amount of the cost, including administrative costs, of abating the nuisance in front of or upon the

various parcels of the land mentioned in the report as confirmed will constitute special assessment against the respective parcels of land, and are a lien on the property for the amount of the respective assessments. Such lien attaches upon recordation, in the office of the County Recorder, of a certified copy of the Resolution of Confirmation.

321.5.5 Cost Assessments. Upon confirmation of the report of cost by the Board of Directors and the recordation of the Resolution of Confirmation, a copy of the report of cost will be sent to the County Auditor, who will enter the amount of the assessments against the parcels. Thereafter the amount of the assessments will be collected at the same time and in the same way as County taxes are collected. The owners are subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to these assessment taxes.

321.6 Alternate Mitigation. In lieu of ordering abatement as provided in Section 319.5.1, the fire code official of this jurisdiction may order the preparation of firebreaks/fuelbreaks around parcels of property where combustible weeds, crops, or brush are present. In determining the proper width for firebreaks/fuelbreaks, the fire code official will consider the height of the growth, weather condition, topography, and the accessibility to the property for fire protection equipment. The procedure set forth in Section 319.5.1 for the abatement of weeds and rubbish shall apply to the preparation of firebreaks/fuelbreaks.

321.7 Subsurface Fires.

321.7.1 Peat Fire. It is the duty of each person, firm, corporation, or association not to permit a peat fire in or a fire involving combustible vegetable matters under the surface of the natural ground to remain upon the property. It is hereby declared that it is the duty of any person as herein defined to take all necessary precautions to extinguish any subsurface fire involving peat or vegetable material at the owner's own cost and expense.

321.7.2 Fire Suppression Costs. If there exists upon the lands or property of any person as herein defined a subsurface fire involving the burning or combustion of peat, vegetable matter or vegetation, and the owner or occupant thereof has not taken reasonable precautions within a reasonable time to extinguish or minimize such fire or combustion, this jurisdiction may, in addition to its regular duties to extinguish or minimize such fire or combustion, go upon the lands of any person as herein defined and extinguish such fire or combustion. Any costs incurred by the Fire District in fighting the fire and for the cost of providing rescue or emergency medical services shall be a charge against the property owner. The charge shall constitute a debt of the property owner and is collectable by the jurisdiction incurring those costs in the same manner as in the case of an

obligation under a contract, express or implied. (See Health and Safety Code, §13009.)

Section 322 is added to Chapter 3 to read:

322 Automobile Wrecking Yards.

322.1 General. The operation of automobile wrecking yards shall be in accordance with this section.

322.2 Definitions.

Automobile Wrecking Yard. An area that stores or dismantles salvaged vehicles.

Automobile Dismantling. The operation of dismantling or removing parts from salvaged vehicles including engines or engine parts.

322.3 Requirements.

322.3.1 Permits. An operation permit is required for all automobile wrecking yards, automobile dismantling operations, and similar operations.

322.3.2 Fire Apparatus Access Roads. Fire apparatus access roads shall be constructed throughout the site in accordance with this code and shall be maintained clear of all vehicles and stored items.

322.3.3 Welding and cutting. Welding and cutting operations shall be conducted in an approved location, clear of all flammable liquids and combustible materials, including weeds, tires and all other debris.

322.3.4 Housekeeping. Combustible rubbish accumulated on site shall be collected and stored in approved containers, rooms or vaults of noncombustible materials. Combustible vegetation, cut or uncut, shall be removed when determined by the fire code official to be a fire hazard.

322.3.5 Fire Protection. Offices, storage buildings and vehicles used for site operations shall each be provided with at least one portable fire extinguisher with not less than a 4-A: 40-B-C rating. When required by the fire code official, additional fire extinguishers shall be provided.

322.3.6 Tire storage. Tires shall be stored in racks or in a manner as approved by the fire code official.

322.3.6.1 Distance from Water Supply. Tire storage shall be located on-site and no further than 500 feet from a fire hydrant or an approved water supply as determined by the fire code official.

322.3.7 Storage Piles. Storage piles shall be located a minimum of 20 feet from property lines and shall have an unobstructed access road on all sides of not less than 20 feet.

322.3.8 Burning operations. The burning of salvaged vehicles and salvaged or waste materials is prohibited.

322.3.9 Motor vehicle fluids. Motor vehicle fluid shall be drained from salvaged vehicles when such liquids are leaking onto the ground and prior to dismantling or removing engine/motor parts.

322.3.9.1 Mitigation of leaking fluids. Precautions shall be taken to prevent fluids from salvaged vehicles from leaking onto the ground. Supplies or equipment capable of mitigating leaks from fuel tanks, crankcases, brake systems and transmissions shall be kept available on site. Single-use plugs, diking and absorbent materials shall be disposed of as hazardous waste and removed from the site in a manner in accordance with federal, state and local requirements.

322.3.10 Fuel tanks. Fuel tanks of salvaged vehicles shall be emptied of all flammable (gasoline, diesel) fuels in an approved manner and stored in approved tanks.

322.3.10.1 Repair of vehicle fuel tanks. The repair of fuel tanks, including cutting, welding or drilling of any kind, is prohibited.

322.3.11 Lead acid batteries. Lead acid batteries shall be removed from all salvaged vehicles and stored in an approved manner in a location approved by the fire code official.

Chapter 4. Emergency Planning and Preparedness.

Chapter 4 is adopted in its entirety except as amended below.

Section 401.3.1 is amended by adding a new subsection 401.3.1.1 to read:

401.3.1.5 Nuisance Fire Alarm fee. A fee may be charged for false and/or nuisance fire alarms in accordance with a fee schedule adopted by the Board of Directors.

Chapter 5. Fire Service Features.

Chapter 5 is adopted in its entirety, except as amended below:

Section 503.1 is amended to add subsection 503.1.4 to read:

503.1.4 Access to Open Spaces. When existing access to open land or space, or to fire trail systems maintained for public or private use, is obstructed by new development of any kind, the developer shall provide an alternate means of access into the area that is sufficient to allow access for fire personnel and apparatus. The alternate means of access must be approved by the fire code official.

Section 503.2.1 is amended by adding the following exception:

Exception: A minimum sixteen-foot (16") wide driveway is acceptable for access to one or two single family dwellings.

Section 505 Premises Identification

Section 505.1 is amended and 505.3 is added to read

505.1 Illuminated address identification. Address numbers shall meet the specifications within 505.1 and be back lit to allow the addressing to be visible during low and no light conditions. Address sign shall be fitted to illuminate automatically during low to no light conditions.

505.3 Street names and addressing. Street names and addressing shall be submitted for review and approval to the fire code official, whose approval will not be unreasonably withheld. The purpose of the review is to verify that new street names and addressing will not duplicate existing street names and addressing.

Section 507.2 is amended by adding subsection 507.2.3, to read:

507.2.3 Suburban and rural water supply storage. Swimming pools and ponds shall not be considered water storage for the purposes of Section 507.1.

Chapter 6. Building Services and Systems.

Chapter 6 is adopted in its entirety, except as amended below.

Section 603.6 is amended by adding subsection 603.6.6, to read:

603.6.6 Sparks from chimneys. A chimney that is used with either a fireplace or heating appliances in which solid or liquid fuel is used shall be maintained with spark arresters that are required for incinerators pursuant to the California Mechanical Code.

Chapter 8. Interior Finish, Decorative Materials and Furnishings.

Chapter 8 is adopted in its entirety, except as amended below:

Section 806 is amended by adding subsections 806.1.4, 806.1.5 and 806.1.6, to read:

806.1.4 Flame retardance. Cut trees shall be treated by a California State Fire Marshal licensed fire retardant applicator. Trees shall be properly treated with an approved flame retardant.

806.1.5 Tags. Trees shall bear a tag stating date of placement in the public building, type of flame-retardant treatment used, name of the person who applied the flame retardant, the name of the person affixing the tag, a permit expiration date and the name of the designated individual making daily tests.

806.1.6 Daily tests. A designated individual shall test trees daily. The test shall include a check for dryness and adequate watering.

Chapter 9. Fire Protection Systems.

Chapter 9 is adopted in its entirety, except as amended below:

Section 901.6.2.2 is added to read:

901.6.2.2 Inspection Records. Records of all Inspections, testing and maintenance for all water based fire suppression systems shall be completed on the forms found in annex B of NFPA 25, California Edition.

Section 902 is amended to add:

SUBSTANTIAL REMODEL Remodel or renovation of any structure where the addition of new fire area to the structure exceeds fifty percent of the existing fire area shall be deemed a “substantial remodel.”

Section 903.2 is adopted in its entirety except as amended below:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 10,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by firewalls of less than four hour fire resistance rating without openings.

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5000 square feet
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

903.2.2.1 Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 5,000 square feet.

903.2.3 Group E. Except as provided for in Section 903.2.3.1 for a new public school campus an automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 5000 square feet in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

3. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
4. Throughout any Group E structure greater than 10,000 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by firewalls of less than four hour fire resistance rating without openings.

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5000 square feet.
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10000 square feet
4. A Group M occupancy is used for the display and sale of upholstered furniture.
5. The structure exceeds 10,000 square feet, contains more than one fire area containing Group M occupancy, and is separated into two or more buildings by firewalls of less than 4-hour fire-resistance rating.

903.2.8.2 Group R-3 Substantial Remodel. An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where a substantial remodel occurs and the total fire area of the structure exceeds 3,600 square feet.

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5000 square feet
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10000 square feet.

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5000 square feet.
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5000 square feet.
3. Buildings with repair garages servicing vehicles parked in basements.

903.2.10 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.4 of the California Building Code as follows:

1. Where the fire area of the enclosed parking garage exceeds 5000 square feet; or
2. Where the enclosed parking garage is located beneath other occupancy groups.

Section 903.3.5 is amended to add subsection 903.3.5.3 to read:

903.3.5.3 Non-permissible water supply storage. Swimming pools and ponds shall not be considered water storage for the purposes of Section 903.3.5.

Section 903.3.1.1.2 is added to read:

903.3.1.1.2 Undeclared Use. In buildings of undeclared use with floor to structure height greater than 14 feet (356 mm), the fire sprinkler system shall be designed to conform to Extra Hazard Group I design density. In buildings of undeclared use with floor to structure height less than 14 feet (356 mm), the fire sprinkler system shall be designed to conform to Ordinary Group II design density.

Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner and/or the occupant to upgrade the system.

Section 903.3.8 is amended to read:

903.3.8. Floor control valves. Individual floor control valves and waterflow detection assemblies shall be provided for each floor in multi-floor buildings at an approved location.

Exception: Group R-3 and R-3.1 Occupancies

Section 903.4.2 is amended to read:

903.4.2 Alarms. One approved audible device shall be connected to every automatic sprinkler system at an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Audible alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 903.6 is amended by adding subsections 903.6.1 and 903.6.2 to read:

903.6.1 Substantial Remodels. In an existing building, if any substantial remodel occurs where the total fire area of the building exceeds 5000 square feet, the entire building shall be protected by an automatic sprinkler system.

903.6.2 Change of occupancy classification. Any existing building that undergoes a change of occupancy classification into a higher hazard category shall comply with the requirements of Section 903.2 and Table 903.2. Relative hazard categories of occupancy groups shall be established based upon the Heights and Areas Hazard Categories of Table 912.5 of the current edition of the International Existing Building Code, as published by the International Code Council. The

requirements of Section 903.2 and Table 903.2 shall not be required when a change of occupancy classification is made to an equal or lesser hazard category. Group L occupancies shall be considered a relative hazard of 1 (highest hazard). R-3.x occupancies shall be considered a relative hazard of 4 (lowest hazard).

Section 907.5.4 is added to read:

907.5.4 Monitoring of other fire systems. In buildings equipped with a fire alarm system or sprinkler alarm and supervisory service (SASS) system, where other fire suppression or extinguishing systems are installed in the building (including but not limited to commercial kitchen suppression systems, pre-action fire suppression systems, dry chemical systems, and clean agent systems), these other suppression systems shall be monitored by the SASS dedicated function fire alarm system and transmitted as a specific signal to the Central Station.

Section 907.5.2.3.1 is amended to read:

907.5.2.3.1 Public and common areas. Visible alarm notification appliances shall be provided in public use areas and common use areas, including but not limited to:

1. Sanitary facilities including restrooms, bathrooms, shower rooms and locker rooms.
2. Corridors, hallways, aisles with shelving and/or fixtures obstructing the required light intensity for that area.
3. Music practice rooms.
4. Band rooms.
5. Gymnasiums.
6. Multipurpose rooms.
7. Occupational shops.
8. Occupied rooms where ambient noise impairs hearing of the fire alarm.
9. Lobbies
10. Meeting/Conference rooms.
11. Classrooms.
12. Medical exam rooms.
13. Open office areas.
14. Sales floor areas.
15. Break or lunch rooms
16. Copy or workrooms.
17. Computer server rooms exceeding 200 sq. ft.
18. File or Storage rooms exceeding 200 sq. ft.

Chapter 10. Means of Egress.

Chapter 10 is adopted in its entirety except as amended below.

Section 1027.6 is amended by adding a new subsection 1027.6.1 to read:

1027.6.1 Exit discharge surface. Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather, and shall terminate at a public way as defined in the California Building Code.

Chapter 25. Fruit and Crop Ripening.

Chapter 25 is adopted in its entirety.

Chapter 26. Fumigation and Thermal Insecticidal Fogging.

Chapter 26 is adopted in its entirety.

Chapter 33. Fire Safety During Construction and Demolition.

Chapter 33 is adopted in its entirety.

Chapter 50. Hazardous Materials – General Provisions.

Chapter 50 is adopted in its entirety except as amended below:

Section 5001.5 is amended by adding subsection 5001.5.3 to read:

5001.5.3 Emergency response support information. Floor plans, material safety data sheets, Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statements (HMIS), and other information may be required to be stored in cabinets located outside of facilities or buildings. Information may be required to be maintained in a specific electronic media format to facilitate computer aided dispatching.

Section 5003.9.1 is amended by adding subsection 5003.9.1.2 to read:

5003.9.1.2 Documentation. Evidence of compliance with provisions of this chapter as well as with state and federal hazardous material regulations shall be maintained on site and available for inspection by fire department personnel.

Chapter 56 Explosives and Fireworks.

Chapter 56 is adopted in its entirety except as amended below:

Section 5601 is amended to add Sections 5601.2, 5601.3, 5601.4 and 5601.5, to read:

5601.2 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited. The possession, manufacture, storage, sale, handling and use of fireworks or pyrotechnic materials within the jurisdiction of the District are prohibited.

Exceptions:

1. Fireworks may be temporarily stored only if they are aerial or theatrical piece fireworks stored in conjunction with an approved and permitted aerial or set display.
2. Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

5601.2.1 Prohibited and Limited Acts. The storage of explosive materials is prohibited in any central business district and in all zoning districts except districts zoned for industrial or agricultural uses. In districts where the storage of explosive materials is permitted, the quantities of explosives and distances shall be in accordance with International Fire Code Sections 5601.8.1 and 5601.8.1.1.

5601.3 Rocketry. The storage, handling and use of model and high-power rockets shall comply with the requirements of the California Code of Regulations, Title 19, Chapter 6, Article 17 and, when applicable, NFPA 1122, NFPA 1125, and NFPA 1127.

5601.3.1 Ammonium nitrate. The storage and handling of ammonium nitrate shall comply with the requirements of NFPA 490.

Exception: The storage of ammonium nitrate in magazines with blasting agents shall comply with the requirements of NFPA 495.

5601.4 Residential uses. No person shall keep or store, nor shall any permit be issued to keep or store, any explosives, fireworks or pyrotechnic material at any place of habitation, or within 100 feet (30 480mm) thereof.

Exception: Storage of smokeless propellant, black powder, and small arms primers for personal use and not for resale.

5601.5 Sale and retail display. The possession, manufacture, storage, sale, handling and use of fireworks or pyrotechnic materials are prohibited.

Exception: Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

Section 5608 is amended by adding Sections 5608.2 and 5608.3 to read:

5608.2 Permit required. A permit is required to conduct an aerial display in accordance with California Code of Regulations, Title 19, Chapter 6. (See Chapter 1, Section 105.6.52.)

Exception: Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

5608.3 Financial responsibility. Before a permit is issued pursuant to Section 5608.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property

which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Chapter 57.

Chapter 57 is adopted in its entirety except as amended below:

Section 5704.2.9.6.1 is amended to read:

5704.2.9.6.1 Locations where aboveground tanks are prohibited. The storage of Class I and II liquids in aboveground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.

Exception: Protected above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, central business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision. Tank size shall not exceed 500 gallons (1892.706L) for Class I or II liquids, or 1,000 gallons (3785.412L) for Class III liquids.

Section 5706.2.4.4 is amended to read:

5706.2.4.4 Locations where aboveground tanks are prohibited. Storage of Class I and II liquids in aboveground tanks is prohibited in all zoning districts except district zoned for commercial, industrial, or agricultural use.

Chapter 55.

Chapter 55 is adopted in its entirety except as amended below:

Section 5501.3 is added to read:

5501.3 Limitation. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area that is zoned for other than industrial use.

Exception: Liquid hydrogen fuel systems in compliance with section 5806.3 or 5806.4.

Chapter 61. Liquefied Petroleum Gases.

Chapter 61 is adopted in its entirety except as amended below:

Section 6103.2.1.7 is amended in its entirety to read:

6103.2.1.7 Use for food preparation. Individual portable L-P containers used, stored, or handled inside a building classified as a Group A or Group B occupancy for the purposes of cooking, food display, or a similar use, shall be limited in size to one-quart capacity and shall be of an approved type. The number of portable containers permitted will be at the discretion of the fire code official. LP-gas appliances used for food preparation shall be listed for such use in accordance with the International Fuel Gas Code, the International Mechanical Code, and NFPA 58.

Section 6104.2 is amended to read:

6104.2 Maximum capacity within established limits. The storage of liquefied petroleum gas is prohibited in any central business district and in all zoning districts except districts zoned for commercial, industrial, rural, or agricultural uses. The aggregate capacity of any one installation used for the storage of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons (7570 L).

Appendix B. Fire-Flow Requirements for Buildings.

Appendix B is adopted in its except as amended below

Section B105.2 Exception 1 is amended to read:

Exception 1: A reduction in required fire-flow of 50 percent, as approved by the fire code official, when the building is provided with an approved automatic sprinkler system and installed in accordance with Section 903.3.1.1. The resulting fire-flow shall be not less than 1,500 gallons per minute (5678L/min) for the prescribed duration as specified in Table B105.1.

Appendix C. Fire Hydrant Locations and Distribution.

Appendix C is adopted in its entirety except as amended below

Table C105.1 footnote f and g are added to read:

- f. A fire hydrant shall be provided within 250 feet of a fire trail access point off a public or private street.
- g. For infill projects within existing single-family residential developments refer to Sec. 507.5.1

Appendix D. Fire Apparatus Access Roads

Appendix D is adopted in its entirety except as amended below

Section D102.1 is amended to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an

approved fire apparatus access road with an asphalt, concrete or other approved *all-weather driving surface* capable of supporting the imposed load of fire apparatus weighing at least 74,000 pounds (33 566 kg) in accordance with Cal Trans Design Standard HS- 20-44.

Exception: *Driveways* serving one or two single-family *dwelling*s may be constructed of an alternate surface material, providing the imposed weight load design minimums are met and the grade does not exceed 10 percent.

Section D103.1 is deleted in its entirety.

Section D103.2 is deleted in its entirety and replaced by the following, to read:

D103.2 Grade. Fire department access roadways having a grade of between 16 percent and 20 percent shall be designed to have a finished surface of grooved concrete sufficient to hold a 44,000-pound (19 958 kg) traction load. The grooves in the concrete surface shall be ½ inch (13 mm) wide by ½ inch (13 mm) deep and 1 ½ inch (38 mm) on center and set at a 30 to 45-degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed 8%, unless authorized in writing by the fire code official.

Section D103.2.1 is added to read:

D103.2.1 Angles of approach and departure. The angles of approach and departure for any means of access shall not exceed 10 percent at 10 feet of the grade break.

Section D103.3 is deleted in its entirety and replaced by the following, to read:

D103.3 Turning radius. Based on a minimum unobstructed width of 20 feet, a fire apparatus access roadway shall be capable of providing a minimum standard turning radius of 25 feet (7620 mm) inside and 45 feet (13 716 mm) outside.

Table D103.4 is amended to read:

Table D103.4
REQUIREMENTS FOR DEAD-END FIRE
APPARATUS ACCESS ROADS

LENGTH (feet)	MINIMUM WIDTH (feet)	TURNAROUNDS REQUIRED
0 – 150	20 ^a	None required
151 – 750	20 ^a	100-foot Hammerhead, 50-foot “Y”, 75-foot Shunt or 90-foot-diameter cul-de-sac in accordance with figure D103.1
Over 750		Special approval required

- a. A *driveway* with a minimum width of 16 feet is acceptable for access to no more than two single-family *dwelling*s.
- b. Any fire apparatus access roadway or *driveway* that is approved to be less than 20 feet wide and to exceed 750 feet in length shall have outsets or turnouts every 300 feet along the length of the road or driveway, or at locations approved by the fire code official. Each outset or turnout shall be of the following dimensions: an 8-foot wide turnout that extends at least 40 feet in length.

Figure D 103.1 is amended to read:

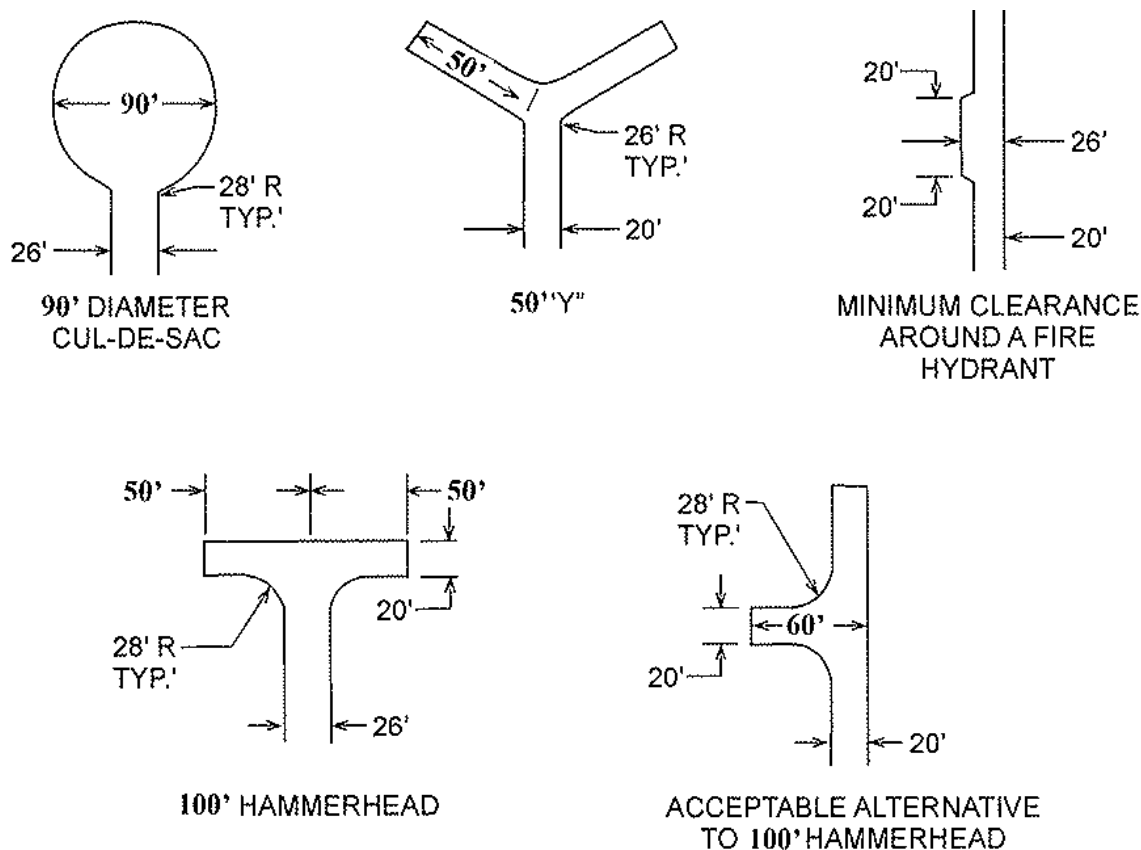


Figure D103.1
Dead-end Fire Apparatus Access Road Turnaround

Section D103.5 is amended by amending criteria 1 and adding criteria 8, to read:

1. The minimum clear width shall be 20 feet (6096mm.)
Exception: For access to one or two single-family *dwelling*s, 16 feet clear width is acceptable.
8. All gates shall be installed and located a minimum of 30 feet off the street.

Section D105.3 is amended to read:

D105.3 Proximity to Building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4577mm) and a maximum of 30 feet (9144mm) from the building, and shall be positioned parallel to one entire side of the building with the largest vertical dimension while allowing access to each floor of the building.

Section D106.1 is amended to read:

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 *dwelling units* shall be provided with two separate and *approved* fire apparatus access roads and shall meet the requirements of Section D104.3.

Exception: Deleted

SECTION 17. AMENDMENTS TO GREEN BUILDING STANDARDS CODE. Hercules Municipal Code, Title 9, Chapter 16, Sections 9-16.02, 9-16.03, and 9-16.04 are hereby repealed and replaced in their entirety to read as set forth below.

Sec. 9-16.02 Adoption by Reference.

The California Green Building Standards Code, 2019 Edition, as adopted by the State of California and published in the “California Code of Regulations,” Title 24, Part 11 is adopted by reference and made a part of this Chapter as though fully set forth herein, subject to the additions and deletions as set forth in this Chapter.

Sec. 9-16.03 Copies on File.

One (1) copy of the 2019 Edition of the California Green Building Standards Code, as adopted by Section 9-16.02, is on file in the office of the Chief Building Official for inspection by the public.

Sec. 9-16.04 Amendments, Additions, and Deletions

The following portion of the Ordinance Code of Contra Costa County, California, is adopted by reference under the authority of Sections 50020 through 50022.9 of the California Government Code:

Adopting the amendments to the 2019 California Green Building Standards Code by the changes, additions, and deletions set forth below as set forth in the Contra Costa County Ordinance No. 2019-31, Chapter 74-4, "Amendments to CGBSC" Section 74-4.006 with Section numbers used below being those of the 2019 California Green Building Standards Code.

- (a) Section 202 (Definitions) of CGBSC Chapter 2 (Definitions) is amended by replacing the definition of Electric Vehicle Charging Space (EV Space) with the following:

ELECTRIC VEHICLE CHARGING SPACE (EV SPACE). A space intended for current or future installation of EV charging equipment and charging of electric vehicles.

- (b) Section 301.1.1 (Additions and alterations) of CGBSC Chapter 3 (Green Building) is amended to read:

Section 301.1.1 Additions and alterations. The mandatory provisions of Chapter 4 shall apply to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to and within the specific area of the addition or alteration.

The mandatory provisions of Section 4.408 shall apply to the following types of construction or demolition projects for existing residential buildings:

1. Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more.
2. Alterations to existing structures impacting 5,000 square feet or more of total combined conditioned and unconditioned building area.
3. Demolition projects when a demolition permit is required.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

For the purposes of determining whether a project meets the 5,000 square-foot threshold, the enforcing agency may deem all phases of a project and all related projects taking place on a single or adjoining parcel(s) as a single project.

- (c) Section 301.3.2 (Waste diversion) of CGBSC Chapter 3 (Green Building) is amended to read:

Section 301.3.2 Waste diversion. The requirements of Section 5.408 shall apply to additions, alterations, and demolition whenever a permit is required for work.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

- (d) Section 4.106.4.2 (New multifamily dwellings) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.106.4.2 New multifamily dwellings. For any new multifamily dwelling other than a dwelling type specified in Section 4.106.4.1, if residential parking is provided, 10 percent of the total number of parking spaces at the dwelling site shall be electric vehicle charging spaces (EV spaces). Half of the EV spaces, but not less than one, shall be equipped with fully-operational electric vehicle supply equipment (EVSE). The remaining EV spaces shall be capable of supporting future EVSE. The location and type of each EV space shall be identified on construction documents. Calculations to determine the number of EV spaces shall be rounded up to the nearest whole number.

- (e) Section 4.408.1 (Construction waste management) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 4.408.2.

Exceptions:

1. Excavated soil and land-clearing debris.
2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist or are not located within a reasonable distance from the jobsite.

- (f) Section 4.408.2 (Construction waste management plan) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.2 Construction waste management plan. Submit a construction waste management plan for the project, signed by the owner, in conformance with Items 1 through 5 prior to issuance of building permit. The construction waste management plan shall be updated as necessary upon approval by the enforcing

agency and shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales or not practical due to materials being reused on-site or elsewhere or other considerations, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

(g) Section 4.408.3 (Waste management company) of CGBSC Chapter 4 (Residential Mandatory Measures) is deleted.

(h) Section 4.408.5 (Documentation) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.5 Documentation. A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 4.408.1, Section 4.408.2, Items 1 through 5, and, when applicable, Section 4.408.4 or Section 4.408.4.1, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but is not necessarily limited to, the following:

1. Documentation of the quantity by weight of each material type diverted or disposed, consistent with the requirements of Section 4.408.2, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report; or
2. For projects that satisfy the waste stream reduction alternative specified in Section 4.408.4 or Section 4.408.4.1, documentation of the quantity by weight of each material type disposed and the total combined weight of construction and demolition waste disposed in landfills as a result of the project, the corresponding pounds disposed per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report.

- (i) Section 5.106.5.3 (Electric vehicle (EV) charging) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3 Electric vehicle (EV) charging. [N] New nonresidential construction shall provide the required number of electric vehicle charging spaces (EV spaces) per Table 5.106.5.3.3. Each EV space shall be equipped with fully operational electric vehicle supply equipment (EVSE). Each EV space shall be constructed in accordance with the California Building Code and California Electrical Code.

- (j) Section 5.106.5.3.1 (Single charging space requirements) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (k) Section 5.106.5.3.2 (Multiple charging space requirements) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (l) Section 5.106.5.3.3 (EV charging space calculations) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3.3 EV charging space calculations. [N] For new nonresidential construction, the required number of EV charging spaces equipped with fully operational EVSE is calculated in accordance with Table 5.106.5.3.3.

Exception: On a case-by-case basis, the building official may authorize new construction to include fewer EV charging spaces than would otherwise be required by Table 5.106.5.3.3, or require no spaces, if the building official determines either of the following:

1. There is insufficient electrical supply to the new construction to adequately serve the required number of EV charging spaces.

2. The cost of the new construction will be substantially adversely impacted by any local utility infrastructure design requirements that are directly related to the installation of the required number of EV charging spaces.

TABLE 5.106.5.3.3

NONRESIDENTIAL CHARGING SPACE CALCULATION	
TOTAL NUMBER OF PARKING SPACES	NUMBER OF REQUIRED EV CHARGING SPACES
1–9	0
10	1
11–25	2
26–50	3
51–75	5
76–100	6
101–200	12
200 and over	6%
*Calculation for spaces shall be rounded up to the nearest whole number	

- (m) Section 5.106.5.3.4 (Identification) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (n) Section 5.106.5.3.5 (Future charging spaces) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3.5 Designated parking credit. [N] Each EV charging space required by Section 5.106.5.3.3 shall be counted as one designated parking space required by Section 5.106.5.2.

- (o) Section 5.408.1 (Construction waste management) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1.1.

Exceptions:

2. Excavated soil and land-clearing debris.
3. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist or are not located within a reasonable distance from the jobsite.

- (p) Section 5.408.1.1 (Construction waste management plan) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1.1 Construction waste management plan. Submit a construction waste management plan for the project, signed by the owner, in conformance with Items 1 through 5 prior to issuance of building permit. The construction waste management plan shall be updated as necessary upon approval by the enforcing agency and shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales or not practical due to material being reused on-site or elsewhere or other considerations, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

- (q) Section 5.408.1.2 (Waste management company) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.

- (r) Section 5.408.1.4 (Documentation) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1.4 Documentation. A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 5.408.1, Section 5.408.1.1, Items 1 through 5, and, when applicable, Section 5.408.1.3, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but is not necessarily limited to, the following:

1. Documentation of the quantity by weight of each material type diverted or disposed, consistent with the requirements of Section 5.408.1.1, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report; or
2. For projects that satisfy the waste stream reduction alternative specified in Section 5.408.1.3, documentation of the quantity by weight of each new construction material type disposed and the total combined weight of new construction waste disposed as a result of the project, the corresponding pounds of new construction disposal per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report.

SECTION 18. AMENDMENTS TO RESIDENTIAL CODE. Hercules Municipal Code, Title 9, Chapter 17, Sections 9-17.02, 9-17.03, and 9-17.04 are hereby repealed and replaced in their entirety to read as set forth below.

Sec. 9-17.02 Adoption by Reference.

The California Residential Code, 2019 Edition, including appendices, as published by the International Code Council, as modified by the State of California and published in the “California Code of Regulations, Title 24, Part 2.5” is adopted by reference and made a part of this Chapter as though fully set forth herein, subject to the changes, additions and deletions as set forth in this Chapter.

Sec. 9-17.03 Copies on File.

One (1) copy of the 2019 Edition of the California Residential Code, as adopted by Section 9-17.02, is on file in the office of the Chief Building Official for inspection by the public.

Sec. 9-17.04 Amendments, Additions, and Deletions. The following portion of the Ordinance Code of Contra Costa County, California, is adopted by reference under the authority of Sections 50020 through 50022.9 of the California Government Code:

Adopting the amendments to the 2019 California Residential Code by the changes, additions, and deletions set forth below as set forth in Contra Costa County Ordinance No. 2019-31, Chapter 74-4 and Division 72, “Amendments to CRC” to read as follows, with Section numbers used below are those of the 2019 California Residential Code.:

(a) Sections R103, R112, and R113 of CRC Chapter 1 (Scope and Application) are deleted.

(b) In Section R105.2 (Work exempt from permit) of CRC Chapter 1 (Scope and Application), subsection 3 is amended to read:

3. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.

(c) Section R314.8.1.1 is added to Section R314.8 (Existing Group R-3 occupancies) of CRC Chapter 3 (Building Planning), to read:

R314.8.1.1 Existing flat roof buildings. In existing flat roof buildings, the installation of a smoke detector that complies with Section R314.6 shall be required when a pitched roof is added on top of the existing flat roof and the solid sheathing of the flat roof is not removed.

(d) Section R602.10.3(3) (Bracing Requirements Based on Seismic Design Category) of CRC Chapter 6 (Wall Construction) is amended as follows:

- (1) The title of Table R602.10.3(3) is amended to read:
TABLE R602.10.3(3)^g

(2) Footnote "g" is added to Table R602.10.3(3), to read:

g. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted and the use of Method PCP is limited to one-story dwellings and accessory structures.

(e) Section R602.10.4.5 is added to Section R602.10.4 (Construction methods for braced wall panels) of CRC Chapter 6 (Wall Construction), to read:

R602.10.4.5 Limits on methods GB and PCP. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted, but gypsum board is permitted to be installed on the opposite side of the studs from other types of braced wall panel sheathing. In Seismic Design Categories D0, D1, and D2, the use of Method PCP is limited to one-story dwellings and accessory structures.

(f) Appendix H of the CRC is incorporated into the City building code. Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, Appendix I, Appendix J, Appendix K, Appendix L, Appendix M, Appendix N, Appendix O, Appendix P, Appendix Q, Appendix R, Appendix S, Appendix T, Appendix U, Appendix V, and Appendix W of the CRC are excluded from the City building code.

SECTION 19. PROPERTY MAINTENANCE CODE. Hercules Municipal Code, Title 9, Chapter 18 Sections 9-18.01, 9-18.02 and 9-18.03 are hereby repealed and replaced as follows:

Sec. 9-18.01 Administration.

These regulations shall be known as the "International Property Maintenance Code," and may be so cited, and will be referred to herein as "this Chapter." This Code is one (1) of the technical codes of building regulations and is administered under Title 9, Chapter 1 of the Hercules Municipal Code.

Sec. 9-18.02 Adoption by Reference.

The International Property Maintenance Code, 2018 Edition, including appendices, as published by the International Code Council is adopted by reference and made a part of this Chapter as though fully set forth herein, subject to the additions and deletions as set forth in this Chapter

Sec. 9-18.03 Copies on File.

One (1) copy of the 2018 Edition of the International Property Maintenance Code, as adopted by Section 9-18.02, is on file in the office of the Chief Building Official for inspection by the public.

SECTION 20. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decisions shall not affect the validity of the

remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be deleted.

SECTION 21. EFFECTIVE DATE AND PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall publish or post the Ordinance as required by law. This Ordinance shall be effective thirty (30) days from date of final adoption.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Hercules City Council on the 12th day of November, 2019, and was passed and adopted at a regular meeting of the Hercules City Council on the ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

, Mayor

Lori Martin, MMC
Administrative Services Director / City Clerk

ORDINANCE NO. 2019-31

ADOPTION OF CALIFORNIA BUILDING STANDARDS CODES

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I. SUMMARY. This ordinance adopts the 2019 California Building Code, the 2019 California Residential Code, the 2019 California Green Building Standards Code, the 2019 California Electrical Code, the 2019 California Plumbing Code, the 2019 California Mechanical Code, and the 2019 California Existing Building Code, with changes, additions, and deletions that are necessary because of local climatic, geological, or topographical conditions. This ordinance is adopted pursuant to Health and Safety Code sections 17922, 17958, 17958.5, and 17958.7, and Government Code sections 50020 through 50022.10.

SECTION II. Section 74-2.002 (Adoption) of Division 74 (Building Code) of the County Ordinance Code is amended to read:

74-2.002 Adoption.

- (a) The building code of this county is the 2019 California Building Code (California Code of Regulations, Title 24, Part 2, Volumes 1 and 2), the 2019 California Residential Code (California Code of Regulations, Title 24, Part 2.5), the 2019 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), and the 2019 California Existing Building Code (California Code of Regulations, Title 24, Part 10), as amended by the changes, additions, and deletions set forth in this division and Division 72.
- (b) The 2019 California Building Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (c) The 2019 California Residential Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (d) The 2019 California Green Building Standards Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (e) The 2019 California Existing Building Code, with the changes, additions, and deletions

set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.

- (f) At least one copy of this building code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (g) As of the effective date of the ordinance from which this division is derived, the provisions of the building code are controlling and enforceable within the county. (Ords. 2019-31 § 2, 2016-22 § 2, 2013-24 § 2, 2011-03 § 2, 2007-54 § 3, 2002-31 § 3, 99-17 § 5, 99-1, 90-100 § 5, 87-55 § 4, 80-14 § 5, 74-30.)

SECTION III. Chapter 74-4 (Modifications) of Division 74 (Building Code) of the County Ordinance Code is amended to read:

Chapter 74-4 MODIFICATIONS

74-4.002 Amendments to CBC. The 2019 California Building Code ("CBC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Building Code.

- (a) CBC Chapter 1 (Scope and Administration) is amended by the provisions of Division 72 of this code and as follows:

- (1) Sections 103, 113, 114, and 116 of CBC Chapter 1 are deleted.
- (2) Section 105.2 (Work exempt from permit) of CBC Chapter 1, subsection 4 is amended to read:
 - 4. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.
- (3) Section 107.2.1 (Information on construction documents) of CBC Chapter 1 is amended to read:

107.2.1 Information on Construction Documents. Construction documents shall include dimensions and shall be drawn to scale on

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suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

- (4) Section 110.1 (Inspections - General) of CBC Chapter 1 is amended by adding the following to the end of that section:

At the time of first inspection by the county building official, a California licensed Land Surveyor or Civil Engineer shall certify in writing that the structure is placed according to the approved set of plans. The written certification must include the site address and permit number. This requirement does not apply to alterations or repairs to existing structures that do not affect the exterior limits of the existing structures.

- (b) Section 420.13 [HCD] (Electric vehicle (EV) charging for new construction) of CBC Chapter 4 (Special Detailed Requirements Based on Occupancy and Use) is amended to read:

420.13 Electric vehicle (EV) charging for new construction. Newly constructed Group R-1, R-2, and R-3 buildings shall be provided with infrastructure to facilitate future installation and use of electric vehicle (EV) chargers, and, where required, newly constructed Group R-2 buildings shall be provided with electric vehicle charging spaces equipped with fully-operational EV chargers, in accordance with the California Green Building Standards Code (CALGreen), Chapter 4, Division 4.1.

- (c) Section 907.2.10.9.1 is added to Section 907.2.10.9 (Existing Group R occupancies) of CBC Chapter 9 (Fire Protection Systems), to read:

907.2.10.9.1 Existing flat roof buildings. In existing flat roof buildings, the installation of a smoke detector that complies with California Residential Code Section R314.6 shall be required when a pitched roof is added on top of the

existing flat roof and the solid sheathing of the flat roof is not removed.

- (d) Section 1405.2 is added to Section 1405 (Combustible materials on the exterior side of exterior walls) of CBC Chapter 14 (Exterior Walls), to read:

1405.2 Wood shakes or shingles. Wood shakes or shingles used for exterior wall covering shall be fire treated unless there is a minimum of 10 feet from the exterior wall (including shakes or shingles) to the property line or the exterior wall faces a street.

- (e) In Section 1705.3 (Concrete construction) of CBC Chapter 17 (Special Inspections and Tests), Exception 1 is amended to read:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength of no greater than 2,500 pound per square inch (psi) (17.2 Mpa).

- (f) Section 1809.8 (Plain concrete footings) of CBC Chapter 18 (Soils and Foundations) is deleted.

- (g) Section 1810.3.9.3 (Placement of reinforcement) of CBC Chapter 18 (Soils and Foundations) is amended by deleting Exception 3.

- (h) Section 1905.1.7 (ACI 318, Section 14.1.4) of CBC Chapter 19 (Concrete) is amended to read:

1905.1.7 ACI 318, Section 14.1.4. Delete ACI 318, Section 14.1.4, and replace with the following:

14.1.4 - Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

14.1.4.1- Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plain concrete, except as follows:

- (a) Reserved.
- (b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

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- (c) Plain concrete footings supporting walls are permitted, provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.
- (i) Section 1906.1 (Structural Plain Concrete - Scope) of CBC Chapter 19 (Concrete) is amended by deleting the exception.
- (j) Section 1907.1 (Minimum Slab Provisions - General) of CBC Chapter 19 (Concrete) is amended by adding the following sentence to that section:

Slabs shall have a minimum reinforcement of 6-inch by 6-inch by 10-gauge wire mesh or equal at mid-height.
- (k) Appendix C and Appendix I of the CBC are incorporated into the County building code. Appendix A, Appendix B, Appendix D, Appendix E, Appendix F, Appendix G, Appendix H, Appendix J, Appendix K, Appendix L, and Appendix M of the CBC are excluded from the County building code. (Ords. 2019-31 § 3, 2016-22 § 3, 2013- 24 § 3, 2011-03 § 3, 2007-54 § 4, 2002-31 § 3, 99- 17 § 6, 99-1, 90-100 § 6, 87-55 § 5, 80-14 § 6, 74-30 § 1.)

74-4.004 Amendments to CRC. The 2019 California Residential Code ("CRC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Residential Code.

- (a) Sections R103, R112, and R113 of CRC Chapter 1 (Scope and Application) are deleted.
- (b) In Section R105.2 (Work exempt from permit) of CRC Chapter 1 (Scope and Application), subsection 3 is amended to read:
 - 3. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.
- (c) Section R314.8.1.1 is added to Section R314.8 (Existing Group R-3 occupancies) of CRC Chapter 3 (Building Planning), to read:

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R314.8.1.1 Existing flat roof buildings. In existing flat roof buildings, the installation of a smoke detector that complies with Section R314.6 shall be required when a pitched roof is added on top of the existing flat roof and the solid sheathing of the flat roof is not removed.

- (d) Section R602.10.3(3) (Bracing Requirements Based on Seismic Design Category) of CRC Chapter 6 (Wall Construction) is amended as follows:

- (1) The title of Table R602.10.3(3) is amended to read:

TABLE R602.10.3(3)^g

- (2) Footnote "g" is added to Table R602.10.3(3), to read:

g. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted and the use of Method PCP is limited to one-story dwellings and accessory structures.

- (e) Section R602.10.4.5 is added to Section R602.10.4 (Construction methods for braced wall panels) of CRC Chapter 6 (Wall Construction), to read:

R602.10.4.5 Limits on methods GB and PCP. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted, but gypsum board is permitted to be installed on the opposite side of the studs from other types of braced wall panel sheathing. In Seismic Design Categories D0, D1, and D2, the use of Method PCP is limited to one-story dwellings and accessory structures.

- (f) Appendix H of the CRC is incorporated into the County building code. Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, Appendix I, Appendix J, Appendix K, Appendix L, Appendix M, Appendix N, Appendix O, Appendix P, Appendix Q, Appendix R, Appendix S, Appendix T, Appendix U, Appendix V, and Appendix W of the CRC are excluded from the County building code. (Ords. 2019-31 § 3, 2016-22 § 3, 2013- 24 § 3, 2011-03 § 3.)

74-4.006 Amendments to CGBSC. The 2019 California Green Building Standards Code ("CGBSC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Green Building Standards Code.

- (a) Section 202 (Definitions) of CGBSC Chapter 2 (Definitions) is amended by replacing the definition of Electric Vehicle Charging Space (EV Space) with the following:

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ELECTRIC VEHICLE CHARGING SPACE (EV SPACE). A space intended for current or future installation of EV charging equipment and charging of electric vehicles.

- (b) Section 301.1.1 (Additions and alterations) of CGBSC Chapter 3 (Green Building) is amended to read:

Section 301.1.1 Additions and alterations. The mandatory provisions of Chapter 4 shall apply to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to and within the specific area of the addition or alteration.

The mandatory provisions of Section 4.408 shall apply to the following types of construction or demolition projects for existing residential buildings:

1. Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more.
2. Alterations to existing structures impacting 5,000 square feet or more of total combined conditioned and unconditioned building area.
3. Demolition projects when a demolition permit is required.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

For the purposes of determining whether a project meets the 5,000 square-foot threshold, the enforcing agency may deem all phases of a project and all related projects taking place on a single or adjoining parcel(s) as a single project.

- (c) Section 301.3.2 (Waste diversion) of CGBSC Chapter 3 (Green Building) is amended to read:

Section 301.3.2 Waste diversion. The requirements of Section 5.408 shall apply to additions, alterations, and demolition whenever a permit is required for work.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

- (d) Section 4.106.4.2 (New multifamily dwellings) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.106.4.2 New multifamily dwellings. For any new multifamily dwelling other than a dwelling type specified in Section 4.106.4.1, if residential parking is provided, 10 percent of the total number of parking spaces at the dwelling site shall be electric vehicle charging spaces (EV spaces). Half of the EV spaces, but not less than one, shall be equipped with fully-operational electric vehicle supply equipment (EVSE). The remaining EV spaces shall be capable of supporting future EVSE. The location and type of each EV space shall be identified on construction documents. Calculations to determine the number of EV spaces shall be rounded up to the nearest whole number.

- (e) Section 4.408.1 (Construction waste management) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 4.408.2.

Exceptions:

1. Excavated soil and land-clearing debris.
2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist or are not located within a reasonable distance from the jobsite.

- (f) Section 4.408.2 (Construction waste management plan) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.2 Construction waste management plan. Submit a construction waste management plan for the project, signed by the owner, in conformance with Items 1 through 5 prior to issuance of building permit. The construction waste management plan shall be updated as necessary upon approval by the enforcing agency and shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.

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2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales or not practical due to materials being reused on-site or elsewhere or other considerations, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

- (g) Section 4.408.3 (Waste management company) of CGBSC Chapter 4 (Residential Mandatory Measures) is deleted.
- (h) Section 4.408.5 (Documentation) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.5 Documentation. A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 4.408.1, Section 4.408.2, Items 1 through 5, and, when applicable, Section 4.408.4 or Section 4.408.4.1, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but is not necessarily limited to, the following:

1. Documentation of the quantity by weight of each material type diverted or disposed, consistent with the requirements of Section 4.408.2, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report; or
 2. For projects that satisfy the waste stream reduction alternative specified in Section 4.408.4 or Section 4.408.4.1, documentation of the quantity by weight of each material type disposed and the total combined weight of construction and demolition waste disposed in landfills as a result of the project, the corresponding pounds disposed per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report.
- (i) Section 5.106.5.3 (Electric vehicle (EV) charging) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:
- Section 5.106.5.3 Electric vehicle (EV) charging.** [N] New nonresidential construction shall provide the required number of electric vehicle charging spaces (EV spaces) per Table 5.106.5.3.3. Each EV space shall be equipped with fully-operational electric vehicle supply equipment (EVSE). Each EV space shall be constructed in accordance with the California Building Code and California Electrical Code.
- (j) Section 5.106.5.3.1 (Single charging space requirements) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (k) Section 5.106.5.3.2 (Multiple charging space requirements) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (l) Section 5.106.5.3.3 (EV charging space calculations) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3.3 EV charging space calculations. [N] For new nonresidential construction, the required number of EV charging spaces equipped with fully-operational EVSE is calculated in accordance with Table 5.106.5.3.3.

Exception: On a case-by-case basis, the building official may authorize new construction to include fewer EV charging spaces than would otherwise be required by Table 5.106.5.3.3, or require no spaces, if the

building official determines either of the following:

1. There is insufficient electrical supply to the new construction to adequately serve the required number of EV charging spaces.
2. The cost of the new construction will be substantially adversely impacted by any local utility infrastructure design requirements that are directly related to the installation of the required number of EV charging spaces.

TABLE 5.106.5.3.3

NONRESIDENTIAL CHARGING SPACE CALCULATION	
TOTAL NUMBER OF PARKING SPACES	NUMBER OF REQUIRED EV CHARGING SPACES
1—9	0
10	1
11—25	2
26—50	3
51—75	5
76—100	6
101—200	12
201 and over	6%*
*Calculation for spaces shall be rounded up to the nearest whole number	

- (m) Section 5.106.5.3.4 (Identification) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.

- (n) Section 5.106.5.3.5 (Future charging spaces) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3.5 Designated parking credit. [N] Each EV charging space required by Section 5.106.5.3.3 shall be counted as one designated parking space required by Section 5.106.5.2.

- (o) Section 5.408.1 (Construction waste management) of CGBSC Chapter 5 Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1.1.

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Exceptions:

1. Excavated soil and land-clearing debris.
2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist or are not located within a reasonable distance from the jobsite.

(p) Section 5.408.1.1 (Construction waste management plan) of CGBSC Chapter 5 Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1.1 Construction waste management plan. Submit a construction waste management plan for the project, signed by the owner, in conformance with Items 1 through 5 prior to issuance of building permit. The construction waste management plan shall be updated as necessary upon approval by the enforcing agency and shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent

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practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales or not practical due to material being reused on-site or elsewhere or other considerations, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

- (q) Section 5.408.1.2 (Waste management company) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (r) Section 5.408.1.4 (Documentation) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1.4 Documentation. A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 5.408.1, Section 5.408.1.1, Items 1 through 5, and, when applicable, Section 5.408.1.3, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but is not necessarily limited to, the following:

1. Documentation of the quantity by weight of each material type diverted or disposed, consistent with the requirements of Section 5.408.1.1, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report; or
2. For projects that satisfy the waste stream reduction alternative specified in Section 5.408.1.3, documentation of the quantity by weight of each new construction material type disposed and the total combined weight of new construction waste disposed as a result of the project, the corresponding pounds of new construction disposal per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report.

(Ords. 2019-31 § 3, 2016-22 § 3, 2015-22 § 2.)

74-4.008 Amendments to CEBC. The 2019 California Existing Building Code ("CEBC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Existing Building Code

- (a) CEBC Chapter 1 (Scope and Administration) is amended by the provisions of Division 72 of this code and as follows:
 - (1) Sections 103, 112, 113, and 115 of CEBC Chapter 1 are deleted.
 - (2) Section 106.1 (Construction Documents - General) of CEBC Chapter 1 is amended by deleting the exception.
 - (3) Section 106.2.1 (Construction documents) of CEBC Chapter 1 is amended to read:

106.2.1 Construction documents. Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

(Ords. 2019-31 § 3, 2016-22 § 3.)

SECTION IV. Section 76-2.002 (Adoption) of Division 76 (Electrical Code) of the County Ordinance Code is amended to read:

76-2.002 Adoption.

- (a) The electrical code of this county is the 2019 California Electrical Code (California Code of Regulations, Title 24, Part 3) ("CEC"), as amended by the changes, additions, and deletions set forth in this division and Division 72.
- (b) The 2019 California Electrical Code, with the changes, additions, and deletions set forth

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in Chapter 76-4 and Division 72, is adopted by this reference as though fully set forth in this division.

- (c) At least one copy of this electrical code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the electrical code are controlling and enforceable within the county. (Ords. 2019-31 § 4, 2016-22 § 4, 2013-24 § 4, 2011-03 § 4, 2007-54 § 5, 2002-31 § 4, 99-17 § 11, 89-60 § 2, 82-23 § 2, 79-67, 76-24.)

SECTION V. Section 78-2.002 (Adoption) of Division 78 (Plumbing Code) of the County Ordinance Code is amended to read:

78-2.002 Adoption.

- (a) The plumbing code of this county is the 2019 California Plumbing Code (California Code of Regulations, Title 24, Part 5), as amended by the changes, additions, and deletions set forth in Division 72.
- (b) The 2019 California Plumbing Code, with the changes, additions, and deletions set forth in Division 72, is adopted by this reference as though fully set forth in this division.
- (c) At least one copy of this plumbing code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the plumbing code are controlling and enforceable within the county. (Ords. 2019-31 § 5, 2016-22 § 6, 2013-24 § 5, 2011-03 § 5, 2007-54 § 6, 2002-31 § 5, 99-17 § 12, 74-29.)

SECTION VI. Section 710-2.002 (Adoption) of Division 710 (Mechanical Code) of the County Ordinance Code is amended to read:

710-2.002 Adoption.

- (a) The mechanical code of this county is the 2019 California Mechanical Code (California Code of Regulations, Title 24, Part 4), as amended by the changes, additions, and deletions set forth in Division 72.
- (b) The 2019 California Mechanical Code, with the changes, additions, and deletions set

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forth in Division 72, is adopted by this reference as though fully set forth in this division.

- (c) At least one copy of this mechanical code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the mechanical code are controlling and enforceable within the county. (Ords. 2019-31 § 6, 2016-22 § 7, 2013-24 § 6, 2011-03 § 6, 2007-54 § 7, 2002-31 § 6, 99-17 § 13, 88-91 § 5, 74-31.)

SECTION VII. Section 72-6.212 of the County Ordinance Code is amended to read:

72-6.212 Expiration of permit. Every permit issued by the county building official becomes void if the building or work authorized is not begun within 12 months from the permit's date, or if it is suspended or abandoned for one hundred eighty continuous calendar days without excuse satisfying the county building official as being beyond control and remedy by the permittee. Evidence of starting work shall consist of at least one required inspection within 12 months of the permit issuance date or the date the permit was suspended or the work was abandoned. Once a permit becomes void, a new permit shall be obtained before any work is commenced or recommenced, and a new permit fee shall be paid. Any permittee holding an unexpired permit may apply for a permit extension upon a showing of good and satisfactory reason acceptable to the county building official. If the permittee is unable to commence work within the time required by this section, the county building official may extend the time of the permit for a period not exceeding one hundred eighty days upon written request by the permittee. No permit shall be extended more than once. (Ords. 2019-31 § 7, 2007-54 § 2, 2002-31 § 2, 99-1 § 5, 87-55 § 3, 80-14 § 3, 74-32 § 2, 71-32 § 1, 67-70 § 3: prior code § 7106: Ord. 1372 § 5H).

SECTION VIII. Section 72-6.416 of the County Ordinance Code is deleted.

SECTION IX. Section 76-4.404 of the County Ordinance Code is amended to read:

76-4.404 Approved equipment. When obtainable, electrical equipment that an approved testing laboratory has examined, listed or labeled as conforming to applicable standards shall be used in preference to others. (Ords. 2019-31 § 9, 2007-54 2007-54 § 5, 2002-31 § 4, 99-17 § 11, 89-60 § 2, 82-23 § 2, 82-23 § 2, 79-67, 76-24).

SECTION X. Section 76-4.614 of the County Ordinance Code is deleted.

SECTION XI. Chapter 718-16 (Residential Sprinkler System Option) of the County Ordinance Code is deleted in its entirety.

SECTION XII VALIDITY. The Contra Costa County Board of Supervisors declares that if any

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section, paragraph, sentence, or word of this ordinance or of the 2019 California Building Code, Residential Code, Green Building Code, Plumbing Code, Electrical Code, Mechanical code, or Existing Building Code as adopted and amended herein is declared for any reason to be invalid, it is the intent of the Contra Costa County Board of Supervisors that it would have passed all other portions or provisions of this ordinance independent of the elimination herefrom any portion or provision as may be declared invalid.

SECTION XIII. EFFECTIVE DATE. This ordinance becomes effective on January 1, 2020 or 30 days after passage, whichever is later. Within 15 days of passage, this ordinance shall be published once in the East Bay Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code section 25124, with the names of supervisors voting for and against it.

PASSED on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA,
 Clerk of the Board of Supervisors
 and County Administrator

Board Chair

By: _____
Deputy

[SEAL]

KCK:

H:\Client Matters\2019\DCD\Ordinance No. 2019-31 Building Code Adoption.wpd

ORDINANCE NO. 2019-31

17

CONTRA COSTA COUNTY
**FINDINGS IN SUPPORT OF CHANGES, ADDITIONS, AND DELETIONS TO
STATEWIDE BUILDING STANDARDS CODE**

The California Building Standards Commission has adopted and published the 2019 Building Standards Code, which is comprised of the 2019 California Building, Residential, Green Building Standards, Electrical, Plumbing, Mechanical, and Existing Building Codes. These codes are enforced in Contra Costa County by the Building Inspection Division of the Department of Conservation and Development.

Although these codes apply statewide, Health and Safety Code sections 17958.5 and 18941.5 authorize a local jurisdiction to modify or change these codes and establish more restrictive building standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions. For amendments to the California Green Building Standards Code, local climatic, geological, and topographical conditions include local environmental conditions.

Ordinance No. 2019-31 adopts the statewide codes and amends them to address local conditions. Pursuant to Health and Safety Code section 17958.7, the Contra Costa County Board of Supervisors finds that the more restrictive standards contained in Ordinance No. 2019-31 are reasonably necessary because of the local climatic, geological, and topographic conditions that are described below.

I. Local Conditions

A. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is located in Seismic Design Categories D and E, which designates very high risk for earthquakes. Buildings and other structures in these zones can experience major seismic damage. Contra Costa County is near numerous earthquake faults including the San Andreas Fault, and all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area. A study released in 2015 by the Working Group of California Earthquake Probabilities predicts that for the San Francisco region, the 30-year likelihood of one or

more earthquake of 6.7 or larger magnitude is 72%. The purpose of this Working Group is to develop statewide, time-dependent Earthquake Rupture Forecasts for California that use best available science, and are endorsed by the United States Geological Survey, the Southern California Earthquake Center, and the California Geological Survey. Scientists, therefore, believe that an earthquake of a magnitude 6.7 or larger is now slightly more than twice as likely to occur as to not occur in, approximately, the next 30 years.

Interstates 680, 80, 580 and State Route 4 run throughout Contra Costa County. These interstates and state route divide the County into west, south, north and east areas. An overpass or undercrossing collapse would significantly alter the response route and time for responding emergency equipment.

Earthquakes of the magnitude noted above could cause major damage to electrical transmission facilities and to gas and electrical lines in buildings, causing disruption and starting fires throughout the County.

(b) Impact

A major earthquake could severely restrict the response of Contra Costa County Fire Districts and their capability to control fires. When buildings not equipped with earthquake structural support move off their foundations, gas pipes may rupture. Fires may develop from line ruptures and spread from house to house, causing an extreme demand for fire protection resources. The proximity of large areas within the County to fault traces necessitates adopting stricter structural construction standards.

2. Soils

(a) Conditions

The area is replete with various soils, many of which are expansive. Many areas have landslide prone soils and some areas are potentially liquefiable during severe seismic shaking.

Throughout Contra Costa County, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding 20%. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. The majority of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as downed trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be unpassable

preventing fire protection resources from reaching fires caused by gas line ruptures or other sources.

3. Topographic

(a) Conditions

i) Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations 6 to 8 months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout Contra Costa County, especially in those developed and developing areas of the County. Earthquake gas fires due to gas line ruptures can ignite grasslands and stress fire district resources.

ii) Surface Features

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit feasible response routes for Fire District resources in and to District areas.

iii) Buildings, Landscaping, and Terrain

Many of the newer large buildings and building complexes have building access and landscaping features and designs, which preclude or greatly limit any approach or operational access to them by Fire District vehicles. In addition, the presence of security gates and roads of inadequate width and grades that are too steep for Fire District vehicles adversely affect fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires that fire personnel both in numbers and in stamina. Access problems often result in severely delaying, misdirecting or making impossible fire and smoke control efforts. In existing structures where pitched roofs have been built over an existing roof, smoke detectors should be required to warn residents of smoke and fire before the arrival of fire personnel.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the County fire resources. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Most earthquake fires are caused by natural gas line ruptures. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public safety resources would have to be prioritized to mitigate the greatest threat and may be unavailable for smaller single dwellings that affected or threatened by broken gas lines.

Other variables may intensify the situation:

1. The extent of damage to the water system
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic condition (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingle coverings (both on the roof diaphragm and sides of the dwellings) could result in conflagrations.
8. The large number of dwellings that slip off their foundations and rupture gas lines and electrical systems resulting in further conflagrations.

More restrictive electric vehicle charging standards and construction and demolition waste recovery requirements would not impact the availability of the County's fire or public safety resources.

B. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. 96% of precipitation falls during the months of October through April, and 4% from May through September. May through September is a dry 5-month period each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from 45 to 65% during spring, summer, and fall, and from 60 to 90% in the winter. It occasionally falls as low as 15%.

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely. Gas fires due to gas line ruptures can also spark and engulf a single-family residence during these dry periods.

Because of dryness, a rapidly burning gas fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks or embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

2. Greenhouse Gas Emissions

(a) Conditions

The California Air Resources Board has collected information on emissions from air pollution sources since 1969. This information is periodically compiled by State and local air pollution control agencies to create regional and statewide greenhouse gas emissions inventories. The California greenhouse gas emissions inventory maintains information on various air pollution sources and identifies “mobile sources” (all on-road vehicles such as automobiles and trucks, and off-road vehicles such as trains, ships, aircraft, and farm equipment) as a primary pollution source. According to the 2016 statewide inventory, the transportation sector remains the largest source of greenhouse gas emissions, accounting for 36% of the total greenhouse gas emissions. Emissions from recycling and waste, comprising 2% of the total greenhouse gas emissions, have grown by 19% since 2000, and 94% of that amount is landfill emissions. California adopted land use and transportation policies and mandatory recycling laws to help reduce greenhouse gas emissions by promoting the use of renewable energy sources and reducing landfill disposal.

Contra Costa County also completed a local greenhouse gas emissions inventory as well as a community-wide Climate Action Plan. The County’s Climate Action Plan contains measures reducing greenhouse gas emissions pertaining to renewable fuel vehicles and reducing landfill disposal for the purpose of reducing greenhouse gas emissions.

(b) Impact

More restrictive electric vehicle charging standards and construction and demolition waste recovery requirements would be consistent with the intent of State legislation and County requirements to aggressively implement energy and waste policies designed to ensure success in meeting their greenhouse gas emission reduction and reusable energy and recycling goals.

3. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer highs are in the 75° to 90° range, with average maximums of 105° F in some areas of unincorporated Contra Costa County.

(b) Impact

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building, wildland fires, and fires caused by gas line ruptures.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more fire resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire Districts in Contra Costa County. The change of temperatures throughout the County between very low and extreme highs contributes to a voltage drop in conductors used for power pole lines. This necessitates that voltage drops be considered.

More restrictive electric vehicle charging standards and construction and demolition waste recovery requirements would not have a negative impact on the temperature conditions within the County.

4. Winds

(a) Conditions

Prevailing winds in many parts of Contra Costa County are from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities can reach 14 mph to 23 mph ranges, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

(b) Impact

Winds such as those experienced locally can and do exacerbate fires, both interior and exterior, to burn, and spread rapidly. Fires involving non-irrigated weeds, grass, brush, and fires caused by gas line ruptures can grow to a magnitude and be fanned to an intensity beyond the control capabilities of the fire services very quickly even by relatively moderate winds. When such fires are not controlled; they can extend to nearby buildings, particularly those with untreated wood shakes or shingles.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by all Contra Costa County Fire Districts on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas, or lacking automatic fire protection systems, or lacking proper gas shut-off devices to shut off gas when pipes are ruptured, or lacking proper electrical systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

More restrictive electric vehicle charging standards and construction and demolition waste recovery requirements would not have a negative impact on the wind conditions within the County.

II. Necessity of More Restrictive Standards

Because of the conditions described above, the Contra Costa County Board of Supervisors finds that there are building and fire hazards unique to Contra Costa County that require the increased fire protection and structural and design load requirements set forth in Ordinance No. 2019-31.

- The ordinance amends the 2019 California Building Code by:
 - Clarifying the reference to electrical vehicle charging for new residential constructions to include both future and fully operational chargers in accordance with local amendments made to the CGBSC. (§74-4.002(b).)
 - Requiring the installation of a smoke detector in each existing flat roof building when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed. (§ 74-4.002(c).)
 - Requiring most wood shakes or shingles used for exterior wall covering to be fire treated. (§ 74-4.002(d).)
 - Requiring special inspections for concrete at certain foundations to be consistent with

- code requirements for concrete at other locations. (§ 74-4.002(e).)
 - Addressing the poor performance of plain concrete structural elements during seismic events. (§ 74-4.002(f), § 74-4.002(h), § 74-4.002(i).)
 - Prohibiting placement of reinforcement while the concrete is in a semifluid condition thus increasing quality control during construction. Enhanced quality control is necessary because of seismic considerations. (§ 74-4.002(g).)
- The ordinance amends the 2019 California Residential Code by:
 - Requiring the installation of a smoke detector in each existing flat roof building when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed. (§ 74-4.004(c).)
 - Prohibiting the use of gypsum wallboard as braced wall panels in single- and two-family dwellings and accessory structures, and by limiting the use of Portland Cement Plaster braced walls to only one story single- and two-family dwellings, as these materials have performed poorly during recent California seismic events. (§74-4.004(d), and §74-4.004(e).)
- The ordinance amends the 2019 California Green Building Standards Code by:
 - Imposing more restrictive electric vehicle charging standards consistent with those presently enforced in the County, as follows:
 - Clarifying the definition of electric vehicle charging apace to include both current and future installations to be consistent with local amendments.
 - For new multi-family buildings:
 - Requiring five percent of the total number of parking spaces (but not less than one space) be fully operational Electric Vehicle Charging Spaces (“EV spaces”), where no fully operational spaces are currently required in the statewide code. (§ 74-4.006(d).)
 - Requiring five percent of the total number of parking spaces be prepared for future Electric Vehicle Charging by installing raceways connected to appropriate subpanels. Current code requires 10 percent future EVSE spaces, but no operational spaces. (§ 74-4.006(d).)
 - For new non-residential buildings:
 - Requiring that the specified number of EV spaces in new construction provide fully operational EVSE, as opposed to the statewide code which requires electrical infrastructure only. ((§ 74-4.006(i).)
 - Requiring infrastructure for current EV spaces to be installed per the California Electrical Code to be consistent with local amendments. ((§ §74-4.006(j), and § 74-4.006(k).)
 - Increasing the required number of EV spaces for projects with more than 10 parking spaces, and less than 201 parking spaces. (§ 74-4.006(l).)

- Imposing more restrictive construction waste reduction, disposal and recycling standards consistent with those presently enforced in the County as follows:
 - Imposing the mandatory restrictions from Chapter 4 of the 2019 CGBSC on certain projects for existing residential buildings, including:
 - Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more. ((§ 74-4.006(b).))
 - Projects that impact 5,000 square feet or more of the total combined conditioned and unconditioned building area. ((§ 74-4.006(b).))
 - Demolition projects when a demolition permit is required, except demolition projects that are necessary to abate a public nuisance. (§ 74-4.006(b), and § 74-4.006(c).)
 - Eliminating the exception from construction waste management requirements for projects solely based on their isolated location from diversion facilities. ((§ 74-4.006(e).))
 - Requiring measuring of all generated debris to ensure that at least 65% is diverted from landfills. (§ 74-4.006(f), and § 74-4.006(p).)
 - Requiring that more comprehensive documentation for construction waste management be provided to the enforcing agency and making submittal of the same a prerequisite for scheduling final inspections. (§ 74-4.006(h), and § 74-4.006(r).)
- The amendments to the 2019 California Existing Building Code are not substantive in nature and are limited to administrative provisions for the use and enforcement of this Code, and to be consistent with the administrative provisions of the statewide codes as amended.



RODEO-HERCULES FIRE PROTECTION DISTRICT
1680 REFUGIO VALLEY ROAD, HERCULES, CALIFORNIA 94547
(510) 799-4561 FAX: (510) 799-0395

ORDINANCE # 2019-01

FIRE CODE

ORDINANCE OF THE RODEO-HERCULES FIRE PROTECTION DISTRICT ADOPTING THE 2019 CALIFORNIA FIRE CODE WITH AMENDMENTS.

The Board of Directors of the Rodeo-Hercules Fire Protection District, ordains as follows:

SECTION 1. ADOPTION OF THE CALIFORNIA FIRE CODE.

The Rodeo-Hercules Fire Protection District hereby adopts the 2019 California Fire Code based on the 2018 International Fire Code published by the International Code Council, including Appendix Chapter 4, Section 435, Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix L shall be applicable to any building exceeding 5 occupied stories in height or two stories below grade, Appendix N, and Appendix O as amended by the changes, additions and deletions set forth in this ordinance. The California Fire Code, with the changes, additions, and deletions set forth in this ordinance, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the fire code are controlling and enforceable within the limits of each jurisdiction.

SECTION 2. AMENDMENTS TO THE CALIFORNIA FIRE CODE.

The 2019 California Fire Code is amended by the changes, additions and deletions set forth in this Section 2. Chapter and Section numbers used below are those of the 2019 California Fire Code.

Chapter 1. Administration.

Chapter 1 is adopted in its entirety except as amended below.

Section 101.1 is amended as follows:

101.1 Title. These regulations shall be known as the Fire Code of the Rodeo-Hercules Fire Protection District, hereinafter referred to as "*the code*"

Section 102.1 is amended to add item 5 to read:

102.1 Construction and design provisions. The construction and design provisions of this code shall apply to:

Where not otherwise limited by law, the provisions of this Code shall apply to vehicles, ships, boats, and mobile vehicles when fixed in a specific location within the boundaries of this

Section 103 is amended to add:

Section 103.5.1 Fire Suppression and Emergency Mitigation Fees. The Rodeo – Hercules Fire Protection District may charge fees that reasonably constitute the cost of suppression of any fire or emergency mitigation against a property owner or other responsible person when the fire or emergency is a

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result of that person's violation of any federal, state statute or local ordinance. (RHFPD Ordinance 20-1 Cost Recovery)

Section 103.5.1 Fire Prevention Personnel as Peace Officers. The Fire Chief and said Fire Chief designees shall have the powers of peace officers while engaging in the performance of their duties with respect to the prevention investigation and suppression of fires and the protection and prevention of life and property against the hazards of fire conflagration. In accordance with California Penal Code Chapter 4.5 (830.37(b))

The Fire Chief and duly authorized agents, may issue citations for violations of this ordinance in the same manner as a county or city is authorized to do so by Chapter 5C (commencing with Section 835.5) Title 3, Part 2, of the California Penal Code.

Section 105.6 is amended to read:

105.6 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.51.

Section 105.6 is amended by adding subsections 105.6.52 through 105.6.55, to read:

105.6.52 Christmas tree sales. A permit is required to use a property for the purpose of selling cut Christmas trees.

105.6.53 Firework aerial display. A permit is required to conduct a firework display regulated by California Code of Regulations, Title 19 and Chapter 33 of this code.

105.6.54 Model rockets. A permit is required to sell or launch model rockets pursuant to California Code of Regulations, Title 19, Division 1, Article 17.

105.6.55 Temporary water supply. A permit is required to use a temporary water supply for construction of residential projects or subdivisions pursuant to Sections 1412.2 and 1412.3.

Section 105.7 is amended to read:

105.7 Required construction permits. The fire code official is authorized to issue construction permits for the operations set forth in Chapter 1, Sections 105.7.1 through 105.7.25.

Section 105.7 is amended by adding sections 105.7.2a and 105.7.26 through 105.7.31 as follows:

105.7.2.a Battery systems. A construction permit is required to operate stationary lead-acid battery systems having a liquid capacity of more than 50 gallons (189 L) pursuant to Section 608.

105.7.26 Access for fire apparatus. Plans shall be submitted and a permit is required to install, improve, modify, or remove public or private roadways, driveways, and bridges for which Fire District access is required by CFC. A permit is required to install a gate across a fire apparatus access road pursuant to Section 503.

105.7.27 Construction, alteration, or renovation of a building for which a building permit is required. Plans shall be submitted to the fire code official for all land developments or for the construction, alteration, or renovation of a building within the jurisdiction where a building permit is required.

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105.7.28 Medical gas systems. A construction permit is required for the installation of or modification to a medical gas system pursuant to Section 3006.

105.7.29 Refrigeration equipment. A permit is required to install a mechanical refrigeration unit or system regulated by Chapter 6.

105.7.30 Land Development, Subdivisions. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction that involve the subdivision of land.

105.7.31 Water supply for fire protection. Plans shall be submitted to the fire code official for the purpose of determining whether adequate water supplies, fire hydrants, and associated systems are provided for all facilities, buildings or portions of buildings either constructed or moved into the District pursuant to Section 507.

Section 109 is amended to read:

109 Board of Appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there is hereby created a board of appeals. The board of appeals is comprised of the Board of Directors. The fire code official shall be an ex officio member of said board but shall have no vote on any manner before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.

Section 109.4 is amended in its entirety to read:

109.4 Violation penalties. Every person who violates any provision of this fire code is guilty of a misdemeanor. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense. The application of the aforesaid penalty shall not be held to prevent the enforced removal of prohibited conditions. This section is a declaration of Health and Safety Code section 13871 and is not intended to create a different or separate penalty.

Section 111.5 is amended to read:

111.5 Failure to comply. Any person who continues any work after having been served with a stop work order is subject to citation, except any work that a person is directed by the fire code official to perform to remove a violation or unsafe condition.

Chapter 2. Definitions

Chapter 2 is adopted in its entirety except as amended below.

Section 202 is amended by adding the following definitions to read:

Administrator. Fire Chief.

All-weather driving surface. A roadway with a minimum surface finish of one layer of asphalt or concrete that is designed to carry the imposed weight loads of fire apparatus.

Board of Directors. The Rodeo-Hercules Fire Protection District Board of Directors.

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Driveway. A private roadway that provides access to no more than two (2) single-family dwellings.

Fire Code Official. The Fire Code Official is the Fire Chief or his/her designee.

Firebreak. A continuous strip of land upon and from which all rubbish, weeds, grass or other growth that could be expected to burn has been abated or otherwise removed in order to prevent extension of fire from one area to another.

Fire trail. A graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires.

Nuisance Fire Alarm. The activation of any fire protection or alarm system which results in the response of the Fire District and is caused by malfunction, improper maintenance, negligence, or misuse, of the system by an owner, occupant, employee, or agent, or any other activation not caused by excessive heat, smoke, fire, or similar activating event.

Response time. The elapsed time from receipt of call to the arrival of the first unit on scene.

Rural area. An area generally designated for agricultural or open space uses with parcels more than 10 acres (4.046873ha) in size.

Rural residential area. An area generally designated for single-family residential use with parcels between three (1.2140619ha) and 10 (4.046873ha) acres in size.

Running time. The calculated time difference between leaving the first-due station and arriving on the emergency scene.

Sprinkler Alarm & Supervisory System (SASS): A Dedicated Function Fire Alarm System located at the protected premise installed specifically to monitor sprinkler water-flow alarm, valve supervisory, and general trouble conditions where a Building Fire Alarm is not required.

Temporary fire department access road for construction. An approved temporary roadway for emergency vehicle use during construction of residential subdivision projects.

Temporary fire department access road for construction of one (1) residential (R3) unit. A temporary roadway for emergency vehicle use during construction of an individual residential (R3) structure where a fire department access road is required as part of the project.

Temporary water supply. Water stored for firefighting purposes in an approved aboveground tank during combustible construction.

Tree litter. Any limbs, bark, branches and/or leaves in contact with other vegetation or left to gather on the ground.

Weeds. All weeds growing upon streets or private property in the jurisdiction, including any of the following:

1. Weeds that bear seeds of a fluffy nature or are subject to flight.
2. Sagebrush, chaparral (including Chamise, Coyote Brush/Greasewood, Brooms, and Buckwheat), and any other brush or weeds that attain such large growth as to become, when dry, a fire menace to adjacent improved property.

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3. Weeds that are otherwise noxious or dangerous.
4. Poison oak and poison sumac when the conditions of growth constitute a menace to public health.
5. Dry grass, brush, tree litter, litter, or other flammable materials that endanger the public safety by creating a fire hazard.

Rubbish. Waste matter, litter, trash, refuse, debris and dirt on streets, or private property within the jurisdiction, which may become, a fire hazard.

Streets. Includes alleys, parkways, driveways, sidewalks, and areas between sidewalks and curbs, highways, public right of ways, private road, trails, easements, and fire trails.

Person. Includes individuals, firms, partnerships, and corporations.

Defensible Space. The area within the perimeter of a parcel providing the key point of defense from an approaching wildland or escaping structure fire.

Priority Hazard Zone. An area where the threat from wildfire is severe due to proximity to open space, topography, degree of space, density of homes amount of vegetation (native and ornamental) and other conditions favorable to fast moving fires.

Reduced Fuel Zone. The area that extends from thirty feet (30') to one hundred feet (100') or more away from the structure or to the property line, whichever is closer to the structure.

Cost of Abatement. Includes all expenses incurred by the jurisdiction in its work of abatement undertaken and administrative costs pursuant to Section 319.5 of this Ordinance.

Chapter 3. General Safety Provisions.

Chapter 3 is adopted in its entirety except as amended below.

Section 304.1.2 is added to read:

304.1.2. Vegetation. (E) California Code of Regulations Title 19, Division 1, 3.07(b) Clearances.

Section 304.1.4 is added to read:

304.1.4 Clothes Dryers. Clothes dryers shall be frequently cleaned to maintain the lint trap, mechanical and heating components, vent duct and associated equipment free from accumulations of lint and combustible materials.

Section 308.1.4 Exception 1 is amended to read:

Exception 1. Residential Occupancies.

Section 321 is added to read:

321 Exterior Fire Hazard Control.

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321.1.1 Jurisdictional Authority. The Board of Directors, as the supervising, legislative and executive authority of the jurisdiction, hereby delegates to the Board of Fire Commissioners of the jurisdiction all its powers, duties and rights to act pursuant to Part 5 (commencing with Section 14875), Division 12, of the Health and Safety Code, to clear or order the clearing of rubbish, litter or other flammable material where such flammable material endangers the public the safety by creating a fire hazard. Fire hazard abatement will be conducted in accordance with the provisions of said Part 5 and this ordinance. In the application of the provisions of said Part 5 to fire hazard abatement proceedings under this ordinance and the Fire Protection District Law of 1987, the terms "Board of Directors" or "Board," when used in Part 5, means the Board of Fire Commissioners of this jurisdiction under this section; and the officers designated in Health and Safety Code Section 14890 are the employees of the jurisdiction.

321.1.2 Contract for Services. The Board of Directors reserves and retains the power to award a contract for fire hazard abatement work when the employees of the jurisdiction are not used to perform the abatement work.

321.3 Weeds and Rubbish a Public Nuisance. The Board hereby declares that all weeds growing upon private property or streets in this jurisdiction and all rubbish on private property or streets in this jurisdiction are public nuisances. Such weed nuisance is seasonal and recurrent.

321.4 Abatement of Hazard.

321.4.1 Prohibition. No person who has any ownership or possessory interest in or control of parcel of land shall allow to exist thereon any hazardous rubbish, weeds, trees, or other vegetation that constitutes a fire hazard. Destruction by burning within this jurisdiction is unlawful unless the written permission of the fire chief is first obtained, and all other applicable permits are obtained from appropriate governing agencies or jurisdictions.

321.4.2 Specific Requirements. The District shall develop minimum abatement standards for land in residential, rural and/or rural residential, business, industrial areas, or land which is unused or vacant. Such standards may be modified periodically as circumstances dictate.

321.4.2.1 Clearance of Weeds from Streets. The Fire Code Official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of streets that are improved, designed or ordinarily used for vehicular traffic to be cleared of flammable vegetation and other combustible growth. The Fire Code Official is authorized to enter upon private property to do so.

321.5 Abatement Procedures.

321.5.1 Abatement Order. The fire code official may order the abatement of the weeds and rubbish described in Sections 304.1.2 and 319.2. On making the order, the fire code official will mail a copy of a notice to the owners of the affected property as their names and addresses appear upon the last county equalized assessment roll, or as their names and addresses are known to the fire code official. As an alternative to mailing, the notice may be posted upon the affected property and published in the jurisdiction, not less than 15 days prior to the date of the abatement hearing. Copies of the notice will be headed with the words "Notice to Abate Weeds and Rubbish" in letters at least one inch high. The notice will be in substantially the following form:

NOTICE TO ABATE WEEDS AND RUBBISH

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You are hereby notified that weeds and rubbish constitute a fire hazard on the following described property owned by you:

(Describe property by common street designation, by metes and bounds, Assessor's code area and parcel number, or by reference to attached map).

You must remove the weeds and rubbish within fifteen (15) days from the date of this notice. If you fail to do so, the (jurisdiction) Fire Protection District will remove it, and the cost of the abatement, including administrative costs, will be collected as property taxes and will be a lien on your property until paid.

You are further notified that the Board of Directors has declared that such weeds and rubbish constitute a public nuisance and that such weeds also constitute a seasonal and recurring nuisance.

You may appear before the Board of Directors of this jurisdiction on (time and date) at (place-room, street, address, and city) to show cause why this order should not be enforced.

(Signed): (Name of fire code official of name of jurisdiction)

321.5.2 Hearing Date. A date for hearing on the notice will be sent at least 15 days after the date of the notice. The date of the notice is the date on which the notice is placed in the United States mail or the date on which it is posted on the property. At the hearing, the property owner or his agent may appear to show cause why the order should not be enforced. For good cause shown, the Board of Directors may extend the time for compliance with the order or may rescind the order.

321.5.3 Contract Award. If the owner fails to comply with the order, the fire code official may have the weeds and rubbish abated either by employees of this jurisdiction or by contract. If a contract is awarded, it will be by public bid, awarded to the lowest responsible bidder. A contract may include work on more than one parcel. Concerning any contract previously awarded as provided in this subsection and that has been fully extended as provided in that contract, it may thereafter be extended on its same terms and conditions for a further period (not to exceed one year) by agreement of the Board of Directors and the involved contractor.

321.5.4 Abatement Report of Costs. The fire code official or his or her designee abating the nuisance will keep an account of the cost of abatement in front of or on each separate parcel of land and will render an itemized report in writing to the Board of Directors showing the cost of removing the weeds and rubbish on or in front of each separate lot or parcel of land, or both. Before the report is submitted to the Board of Directors, a copy of it will be posted for at least three days on or near the chamber door of the Board with a notice of the time and when the report will be submitted to the Board for confirmation. At the time fixed for receiving and considering the report, the Board of Directors will hear it and any objections of any of the property owners liable to be assessed for the work of abatement. Thereupon, the Board of Directors may make such modifications in the report as it deems necessary, after which the report will be confirmed. The amount of the cost, including administrative costs, of abating the nuisance in front of or upon the various parcels of the land mentioned in the report as confirmed will constitute special assessment against the respective parcels of land, and are a lien on the property for the amount of the respective assessments. Such lien attaches upon recordation, in the office of the County Recorder, of a certified copy of the Resolution of Confirmation.

321.5.5 Cost Assessments. Upon confirmation of the report of cost by the Board of Directors and the recordation of the Resolution of Confirmation, a copy of the report of cost will be sent to the County Auditor, who will enter the amount of the assessments against the parcels. Thereafter the amount of the assessments will be collected at the same time and in the same way as County taxes are collected. The

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owners are subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to these assessment taxes.

321.6 Alternate Mitigation. In lieu of ordering abatement as provided in Section 319.5.1, the fire code official of this jurisdiction may order the preparation of firebreaks/fuelbreaks around parcels of property where combustible weeds, crops, or brush are present. In determining the proper width for firebreaks/fuelbreaks, the fire code official will consider the height of the growth, weather condition, topography, and the accessibility to the property for fire protection equipment. The procedure set forth in Section 319.5.1 for the abatement of weeds and rubbish shall apply to the preparation of firebreaks/fuelbreaks.

321.7 Subsurface Fires.

321.7.1 Peat Fire. It is the duty of each person, firm, corporation, or association not to permit a peat fire in or a fire involving combustible vegetable matters under the surface of the natural ground to remain upon the property. It is hereby declared that it is the duty of any person as herein defined to take all necessary precautions to extinguish any subsurface fire involving peat or vegetable material at the owner's own cost and expense.

321.7.2 Fire Suppression Costs. If there exists upon the lands or property of any person as herein defined a subsurface fire involving the burning or combustion of peat, vegetable matter or vegetation, and the owner or occupant thereof has not taken reasonable precautions within a reasonable time to extinguish or minimize such fire or combustion, this jurisdiction may, in addition to its regular duties to extinguish or minimize such fire or combustion, go upon the lands of any person as herein defined and extinguish such fire or combustion. Any costs incurred by the Fire District in fighting the fire and for the cost of proving rescue or emergency medical services shall be a charge against the property owner. The charge shall constitute a debt of the property owner and is collectable by the jurisdiction incurring those costs in the same manner as in the case of an obligation under a contract, express or implied. (See Health and Safety Code, §13009.)

Section 322 is added to Chapter 3 to read:

322 Automobile Wrecking Yards.

322.1 General. The operation of automobile wrecking yards shall be in accordance with this section.

322.2 Definitions.

Automobile Wrecking Yard. An area that stores or dismantles salvaged vehicles.

Automobile Dismantling. The operation of dismantling or removing parts from salvaged vehicles including engines or engine parts.

322.3 Requirements.

322.3.1 Permits. An operation permit is required for all automobile wrecking yards, automobile dismantling operations, and similar operations.

322.3.2 Fire Apparatus Access Roads. Fire apparatus access roads shall be constructed throughout the site in accordance with this code and shall be maintained clear of all vehicles and stored items.

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322.3.3 Welding and cutting. Welding and cutting operations shall be conducted in an approved location, clear of all flammable liquids and combustible materials, including weeds, tires and all other debris.

322.3.4 Housekeeping. Combustible rubbish accumulated on site shall be collected and stored in approved containers, rooms or vaults of noncombustible materials. Combustible vegetation, cut or uncut, shall be removed when determined by the fire code official to be a fire hazard.

322.3.5 Fire Protection. Offices, storage buildings and vehicles used for site operations shall each be provided with at least one portable fire extinguisher with not less than a 4-A: 40-B-C rating. When required by the fire code official, additional fire extinguishers shall be provided.

322.3.6 Tire storage. Tires shall be stored in racks or in a manner as approved by the fire code official.

322.3.6.1 Distance from Water Supply. Tire storage shall be located on-site and no further than 500 feet from a fire hydrant or an approved water supply as determined by the fire code official.

322.3.7 Storage Piles. Storage piles shall be located a minimum of 20 feet from property lines and shall have an unobstructed access road on all sides of not less than 20 feet.

322.3.8 Burning operations. The burning of salvaged vehicles and salvaged or waste materials is prohibited.

322.3.9 Motor vehicle fluids. Motor vehicle fluid shall be drained from salvaged vehicles when such liquids are leaking onto the ground and prior to dismantling or removing engine/motor parts.

322.3.9.1 Mitigation of leaking fluids. Precautions shall be taken to prevent fluids from salvaged vehicles from leaking onto the ground. Supplies or equipment capable of mitigating leaks from fuel tanks, crankcases, brake systems and transmissions shall be kept available on site. Single-use plugs, diking and absorbent materials shall be disposed of as hazardous waste and removed from the site in a manner in accordance with federal, state and local requirements.

322.3.10 Fuel tanks. Fuel tanks of salvaged vehicles shall be emptied of all flammable (gasoline, diesel) fuels in an approved manner and stored in approved tanks.

322.3.10.1 Repair of vehicle fuel tanks. The repair of fuel tanks, including cutting, welding or drilling of any kind, is prohibited.

322.3.11 Lead acid batteries. Lead acid batteries shall be removed from all salvaged vehicles and stored in an approved manner in a location approved by the fire code official.

Chapter 4. Emergency Planning and Preparedness.

Chapter 4 is adopted in its entirety except as amended below.

Section 401.3.1 is amended by adding a new subsection 401.3.1.1 to read:

401.3.1.5 Nuisance Fire Alarm fee. A fee may be charged for false and/or nuisance fire alarms in accordance with a fee schedule adopted by the Board of Directors.

Chapter 5. Fire Service Features.

Chapter 5 is adopted in its entirety, except as amended below:

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Section 503.1 is amended to add subsection 503.1.4 to read:

503.1.4 Access to Open Spaces. When existing access to open land or space, or to fire trail systems maintained for public or private use, is obstructed by new development of any kind, the developer shall provide an alternate means of access into the area that is sufficient to allow access for fire personnel and apparatus. The alternate means of access must be approved by the fire code official.

Section 503.2.1 is amended by adding the following exception:

Exception: A minimum sixteen-foot (16") wide driveway is acceptable for access to one or two single family dwellings.

Section 505 Premises Identification

Section 505.1 is amended and 505.3 is added to read

505.1 Illuminated address identification. Address numbers shall meet the specifications within 505.1 and be back lit to allow the addressing to be visible during low and no light conditions. Address sign shall be fitted to illuminate automatically during low to no light conditions.

505.3 Street names and addressing. Street names and addressing shall be submitted for review and approval to the fire code official, whose approval will not be unreasonably withheld. The purpose of the review is to verify that new street names and addressing will not duplicate existing street names and addressing.

Section 507.2 is amended by adding subsection 507.2.3, to read:

507.2.3 Suburban and rural water supply storage. Swimming pools and ponds shall not be considered water storage for the purposes of Section 507.1.

Chapter 6. Building Services and Systems.

Chapter 6 is adopted in its entirety, except as amended below.

Section 603.6 is amended by adding subsection 603.6.6, to read:

603.6.6 Sparks from chimneys. A chimney that is used with either a fireplace or heating appliances in which solid or liquid fuel is used shall be maintained with spark arresters that are required for incinerators pursuant to the California Mechanical Code.

Chapter 8. Interior Finish, Decorative Materials and Furnishings.

Chapter 8 is adopted in its entirety, except as amended below:

Section 806 is amended by adding subsections 806.1.4, 806.1.5 and 806.1.6, to read:

806.1.4 Flame retardance. Cut trees shall be treated by a California State Fire Marshal licensed fire retardant applicator. Trees shall be properly treated with an approved flame retardant.

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806.1.5 Tags. Trees shall bear a tag stating date of placement in the public building, type of flame-retardant treatment used, name of the person who applied the flame retardant, the name of the person affixing the tag, a permit expiration date and the name of the designated individual making daily tests.

806.1.6 Daily tests. A designated individual shall test trees daily. The test shall include a check for dryness and adequate watering.

Chapter 9. Fire Protection Systems.

Chapter 9 is adopted in its entirety, except as amended below:

Section 901.6.2.2 is added to read:

901.6.2.2 Inspection Records. Records of all Inspections, testing and maintenance for all water based fire suppression systems shall be completed on the forms found in annex B of NFPA 25, California Edition.

Section 902 is amended to add:

SUBSTANTIAL REMODEL Remodel or renovation of any structure where the addition of new fire area to the structure exceeds fifty percent of the existing fire area shall be deemed a "substantial remodel."

Section 903.2 is adopted in its entirety except as amended below:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 10,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by firewalls of less than four hour fire resistance rating without openings.

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5000 square feet
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

903.2.2.1 Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 5,000 square feet.

903.2.3 Group E. Except as provided for in Section 903.2.3.1 for a new public school campus an automatic sprinkler system shall be provided for Group E occupancies as follows:

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1. Throughout all Group E fire areas greater than 5000 square feet in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

3. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
4. Throughout any Group E structure greater than 10,000 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by firewalls of less than four hour fire resistance rating without openings.

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5000 square feet.
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10000 square feet
4. A Group M occupancy is used for the display and sale of upholstered furniture.
5. The structure exceeds 10,000 square feet, contains more than one fire area containing Group M occupancy, and is separated into two or more buildings by firewalls of less than 4-hour fire-resistance rating.

903.2.8.2 Group R-3 Substantial Remodel. An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where a substantial remodel occurs and the total fire area of the structure exceeds 3,600 square feet.

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5000 square feet
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10000 square feet.

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5000 square feet.
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5000 square feet
3. Buildings with repair garages servicing vehicles parked in basements.

903.2.10 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.4 of the California Building Code as follows:

1. Where the fire area of the enclosed parking garage exceeds 5000 square feet; or
2. Where the enclosed parking garage is located beneath other occupancy groups.

Section 903.3.5 is amended to add subsection 903.3.5.3 to read:

903.3.5.3 Non-permissible water supply storage. Swimming pools and ponds shall not be considered water storage for the purposes of Section 903.3.5.

Section 903.3.1.1.2 is added to read:

903.3.1.1.2 Undeclared Use. In buildings of undeclared use with floor to structure height greater than 14 feet (356 mm), the fire sprinkler system shall be designed to conform to Extra Hazard Group I design density. In buildings of undeclared use with floor to structure height less than 14 feet (356 mm), the fire sprinkler system shall be designed to conform to Ordinary Group II design density. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner and/or the occupant to upgrade the system.

Section 903.3.8 is amended to read:

903.3.8. Floor control valves. Individual floor control valves and waterflow detection assemblies shall be provided for each floor in multi-floor buildings at an approved location.

Exception: Group R-3 and R-3.1 Occupancies

Section 903.4.2 is amended to read:

903.4.2 Alarms. One approved audible device shall be connected to every automatic sprinkler system at an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Audible alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 903.6 is amended by adding subsections 903.6.1 and 903.6.2 to read:

903.6.1 Substantial Remodels. In an existing building, if any substantial remodel occurs where the total fire area of the building exceeds 5000 square feet, the entire building shall be protected by an automatic sprinkler system.

903.6.2 Change of occupancy classification. Any existing building that undergoes a change of occupancy classification into a higher hazard category shall comply with the requirements of Section 903.2 and Table 903.2. Relative hazard categories of occupancy groups shall be established based upon the Heights and Areas Hazard Categories of Table 912.5 of the current edition of the International Existing Building Code, as published by the International Code Council. The requirements of Section 903.2 and Table 903.2 shall not be required when a change of occupancy classification is made to an equal or lesser hazard category. Group L occupancies shall be considered a relative hazard of 1 (highest hazard). R-3.x occupancies shall be considered a relative hazard of 4 (lowest hazard).

Section 907.5.4 is added to read:

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907.5.4 Monitoring of other fire systems. In buildings equipped with a fire alarm system or sprinkler alarm and supervisory service (SASS) system, where other fire suppression or extinguishing systems are installed in the building (including but not limited to commercial kitchen suppression systems, pre-action fire suppression systems, dry chemical systems, and clean agent systems), these other suppression systems shall be monitored by the SASS dedicated function fire alarm system and transmitted as a specific signal to the Central Station.

Section 907.5.2.3.1 is amended to read:

907.5.2.3.1 Public and common areas. Visible alarm notification appliances shall be provided in public use areas and common use areas, including but not limited to:

1. Sanitary facilities including restrooms, bathrooms, shower rooms and locker rooms.
2. Corridors, hallways, aisles with shelving and/or fixtures obstructing the required light intensity for that area.
3. Music practice rooms.
4. Band rooms.
5. Gymnasiums.
6. Multipurpose rooms.
7. Occupational shops.
8. Occupied rooms where ambient noise impairs hearing of the fire alarm.
9. Lobbies
10. Meeting/Conference rooms.
11. Classrooms.
12. Medical exam rooms.
13. Open office areas.
14. Sales floor areas.
15. Break or lunch rooms
16. Copy or workrooms.
17. Computer server rooms exceeding 200 sq. ft.
18. File or Storage rooms exceeding 200 sq. ft.

Chapter 10. Means of Egress.

Chapter 10 is adopted in its entirety except as amended below.

Section 1027.6 is amended by adding a new subsection 1027.6.1 to read:

1027.6.1 Exit discharge surface. Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather, and shall terminate at a public way as defined in the California Building Code.

Chapter 25. Fruit and Crop Ripening.

Chapter 25 is adopted in its entirety.

Chapter 26. Fumigation and Thermal Insecticidal Fogging.

Chapter 26 is adopted in its entirety.

Chapter 33. Fire Safety During Construction and Demolition.

Chapter 33 is adopted in its entirety.

Chapter 50. Hazardous Materials – General Provisions.

Chapter 50 is adopted in its entirety except as amended below:

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Section 5001.5 is amended by adding subsection 5001.5.3 to read:

5001.5.3 Emergency response support information. Floor plans, material safety data sheets, Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statements (HMIS), and other information may be required to be stored in cabinets located outside of facilities or buildings. Information may be required to be maintained in a specific electronic media format to facilitate computer aided dispatching.

Section 5003.9.1 is amended by adding subsection 5003.9.1.2 to read:

5003.9.1.2 Documentation. Evidence of compliance with provisions of this chapter as well as with state and federal hazardous material regulations shall be maintained on site and available for inspection by fire department personnel.

Chapter 56 Explosives and Fireworks.

Chapter 56 is adopted in its entirety except as amended below:

Section 5601 is amended to add Sections 5601.2, 5601.3, 5601.4 and 5601.5, to read:

5601.2 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited. The possession, manufacture, storage, sale, handling and use of fireworks or pyrotechnic materials within the jurisdiction of the District are prohibited.

Exceptions:

1. Fireworks may be temporarily stored only if they are aerial or theatrical piece fireworks stored in conjunction with an approved and permitted aerial or set display.
2. Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

5601.2.1 Prohibited and Limited Acts. The storage of explosive materials is prohibited in any central business district and in all zoning districts except districts zoned for industrial or agricultural uses. In districts where the storage of explosive materials is permitted, the quantities of explosives and distances shall be in accordance with International Fire Code Sections 5601.8.1 and 5601.8.1.1.

5601.3 Rocketry. The storage, handling and use of model and high-power rockets shall comply with the requirements of the California Code of Regulations, Title 19, Chapter 6, Article 17 and, when applicable, NFPA 1122, NFPA 1125, and NFPA 1127.

5601.3.1 Ammonium nitrate. The storage and handling of ammonium nitrate shall comply with the requirements of NFPA 490.

Exception: The storage of ammonium nitrate in magazines with blasting agents shall comply with the requirements of NFPA 495.

5601.4 Residential uses. No person shall keep or store, nor shall any permit be issued to keep or store, any explosives, fireworks or pyrotechnic material at any place of habitation, or within 100 feet (30 480mm) thereof.

Exception: Storage of smokeless propellant, black powder, and small arms primers for personal use and not for resale.

5601.5 Sale and retail display. The possession, manufacture, storage, sale, handling and use of fireworks or pyrotechnic materials are prohibited.

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Exception: Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

Section 5608 is amended by adding Sections 5608.2 and 5608.3 to read:

5608.2 Permit required. A permit is required to conduct an aerial display in accordance with California Code of Regulations, Title 19, Chapter 6. (See Chapter 1, Section 105.6.52.)

Exception: Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

5608.3 Financial responsibility. Before a permit is issued pursuant to Section 5608.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Chapter 57.

Chapter 57 is adopted in its entirety except as amended below:

Section 5704.2.9.6.1 is amended to read:

5704.2.9.6.1 Locations where aboveground tanks are prohibited. The storage of Class I and II liquids in aboveground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.

Exception: Protected above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, central business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision. Tank size shall not exceed 500 gallons (1892.706L) for Class I or II liquids, or 1,000 gallons (3785.412L) for Class III liquids.

Section 5706.2.4.4 is amended to read:

5706.2.4.4 Locations where aboveground tanks are prohibited. Storage of Class I and II liquids in aboveground tanks is prohibited in all zoning districts except district zoned for commercial, industrial, or agricultural use.

Chapter 55.

Chapter 55 is adopted in its entirety except as amended below:

Section 5501.3 is added to read:

5501.3 Limitation. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area that is zoned for other than industrial use.

Exception: Liquid hydrogen fuel systems in compliance with section 5806.3 or 5806.4.

Chapter 61. Liquefied Petroleum Gases.

Chapter 61 is adopted in its entirety except as amended below:

Section 6103.2.1.7 is amended in its entirety to read:

ORDINANCE NO. 2019-01

6103.2.1.7 Use for food preparation. Individual portable L-P containers used, stored, or handled inside a building classified as a Group A or Group B occupancy for the purposes of cooking, food display, or a similar use, shall be limited in size to one-quart capacity and shall be of an approved type. The number of portable containers permitted will be at the discretion of the fire code official. LP-gas appliances used for food preparation shall be listed for such use in accordance with the International Fuel Gas Code, the International Mechanical Code, and NFPA 58.

Section 6104.2 is amended to read:

6104.2 Maximum capacity within established limits. The storage of liquefied petroleum gas is prohibited in any central business district and in all zoning districts except districts zoned for commercial, industrial, rural, or agricultural uses. The aggregate capacity of any one installation used for the storage of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons (7570 L).

Appendix B. Fire-Flow Requirements for Buildings.

Appendix B is adopted in its entirety except as amended below

Section B105.2 Exception 1 is amended to read:

Exception 1: A reduction in required fire-flow of 50 percent, as approved by the fire code official, when the building is provided with an approved automatic sprinkler system and installed in accordance with Section 903.3.1.1. The resulting fire-flow shall be not less than 1,500 gallons per minute (5678L/min) for the prescribed duration as specified in Table B105.1.

Appendix C. Fire Hydrant Locations and Distribution.

Appendix C is adopted in its entirety except as amended below

Table C105.1 footnote f and g are added to read:

- f. A fire hydrant shall be provided within 250 feet of a fire trail access point off a public or private street.
- g. For infill projects within existing single-family residential developments refer to Sec. 507.5.1

Appendix D. Fire Apparatus Access Roads

Appendix D is adopted in its entirety except as amended below

Section D102.1 is amended to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other approved *all-weather driving surface* capable of supporting the imposed load of fire apparatus weighing at least 74,000 pounds (33 566 kg) in accordance with Cal Trans Design Standard HS-20-44.

Exception: *Driveways* serving one or two single-family *dwelling*s may be constructed of an alternate surface material, providing the imposed weight load design minimums are met and the grade does not exceed 10 percent.

Section D103.1 is deleted in its entirety.

ORDINANCE NO. 2019-01

Section D103.2 is deleted in its entirety and replaced by the following, to read:

D103.2 Grade. Fire department access roadways having a grade of between 16 percent and 20 percent shall be designed to have a finished surface of grooved concrete sufficient to hold a 44,000-pound (19 958 kg) traction load. The grooves in the concrete surface shall be ½ inch (13 mm) wide by ½ inch (13 mm) deep and 1 ½ inch (38 mm) on center and set at a 30 to 45-degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed 8%, unless authorized in writing by the fire code official.

Section D103.2.1 is added to read:

D103.2.1 Angles of approach and departure. The angles of approach and departure for any means of access shall not exceed 10 percent at 10 feet of the grade break.

Section D103.3 is deleted in its entirety and replaced by the following, to read:

D103.3 Turning radius. Based on a minimum unobstructed width of 20 feet, a fire apparatus access roadway shall be capable of providing a minimum standard turning radius of 25 feet (7620 mm) inside and 45 feet (13 716 mm) outside.

Table D103.4 is amended to read:

Table D103.4
REQUIREMENTS FOR DEAD-END FIRE
APPARATUS ACCESS ROADS

LENGTH (feet)	MINIMUM WIDTH (feet)	TURNAROUNDS REQUIRED
0 – 150	20'	None required
151 – 750	20'	100-foot Hammerhead, 50-foot "Y", 75-foot Shunt or 90-foot-diameter cul-de-sac in accordance with figure D103.1
Over 750		Special approval required

- a. A *driveway* with a minimum width of 16 feet is acceptable for access to no more than two single-family *dwelling*s.
- b. Any fire apparatus access roadway or *driveway* that is approved to be less than 20 feet wide and to exceed 750 feet in length shall have outlets or turnouts every 300 feet along the length of the road or driveway, or at locations approved by the fire code official. Each outlet or turnout shall be of the following dimensions: an 8-foot wide turnout that extends at least 40 feet in length.

Figure D 103.1 is amended to read:

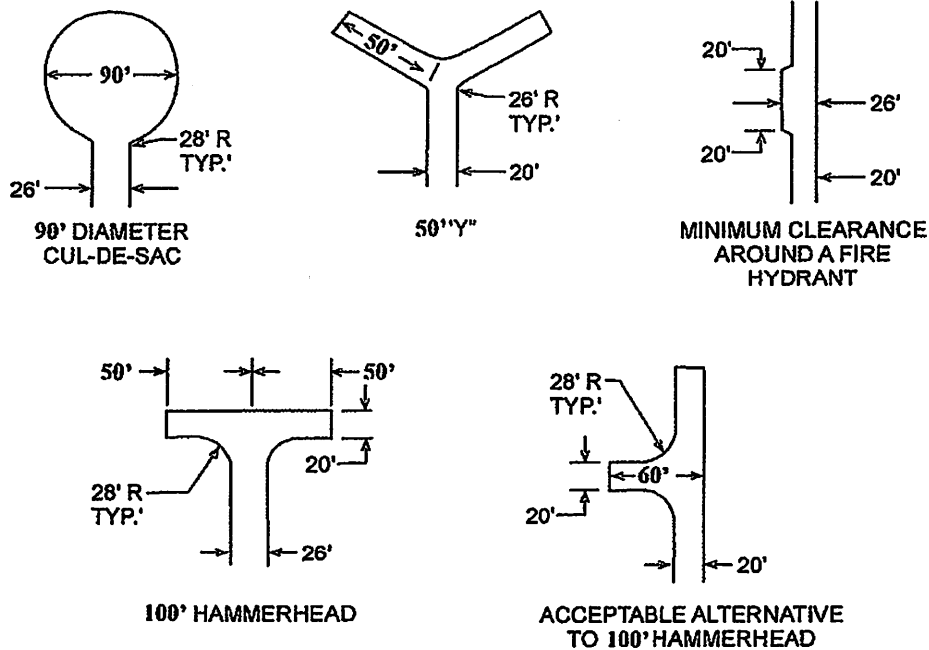


Figure D103.1

Dead-end Fire Apparatus Access Road Turnaround

Section D103.5 is amended by amending criteria 1 and adding criteria 8, to read:

1. The minimum clear width shall be 20 feet (6096mm.)

Exception: For access to one or two single-family *dwelling*s, 16 feet clear width is acceptable.

8. All gates shall be installed and located a minimum of 30 feet off the street.

Section D105.3 is amended to read:

D105.3 Proximity to Building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (45772mm) and a maximum of 30 feet (9144mm) from the building, and shall be positioned parallel to one entire side of the building with the largest vertical dimension while allowing access to each floor of the building.

Section D106.1 is amended to read:

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 *dwelling units* shall be provided with two separate and *approved* fire apparatus access roads and shall meet the requirements of Section D104.3.

Exception: Deleted

SECTION 3. REPEAL OF FIRE CODE.

Ordinance No. 2013-1, adopting the 2013 California Fire Code with amendments, is hereby repealed.

SECTION 4. VALIDITY.

ORDINANCE NO. 2019-01

The Rodeo-Hercules Fire Protection District Board of Directors declares that if any section, paragraph, sentence or word of this ordinance or of the 2019 California Fire Code as adopted and amended herein is declared for any reason to be invalid, it is the intent of the Rodeo-Hercules Fire Protection District Board of Directors that it would have passed all other portions or provisions of this ordinance independent of the elimination here from any portion or provision as may be declared invalid.

SECTION 5. MORE RESTRICTIVE REQUIREMENTS.

If the city of Hercules or the County of Contra Costa adopts requirements more restrictive than those in this fire code, those requirements will apply only within the jurisdiction adopting those requirements.

SECTION 6. EFFECTIVE DATE.

This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of directors voting for and against it in the Contra Costa Times, a newspaper published in this County.

Passed on October 23, 2019, by the following vote:

AYES: FRATHER, COVINGTON, GABRIEL, HILL, THORPE

NOES: 0

ABSENT: 0

ABSTAIN: 0

ATTEST:



Secretary
Board of Directors



Chairman
Board of Directors

ORDINANCE NO. 2019-01

**RODEO-HERCULES FIRE PROTECTION DISTRICT FINDING OF FACT AND NEED FOR
CHANGES OR MODIFICATIONS IN THE 2019 CALIFORNIA BUILDING STANDARDS
CODE, TITLE 24, PART 9, CALIFORNIA FIRE CODE, DUE TO LOCAL CONDITIONS**

Changes or Modifications: Pursuant to §§17958 and 18941.5 of the California Health and Safety Code, the Board of the Rodeo-Hercules Fire Protection District in its ordinance adopting and amending the 2016 California Building Standards Code, Title 24, Part 9, California Fire Code, changes, modifies, and amends Section 903.1 through Section 914.11. Under the adoption of the 2016 California Fire Code, specific amendments have been established which are more restrictive in nature than those adopted by the State of California and the State Fire Marshal.

Findings: Pursuant to §§17958.5, 17958.7 and 18941.5 of the State of California Health and Safety Code, the Board of the Rodeo-Hercules Fire Protection District has determined and finds that the attached changes or modifications are needed and are reasonably necessary because of local climatic, geologic and topographic conditions.

Local Conditions: Local conditions have an adverse effect on the prevention of (1) major loss fires (2) major earthquake damage, and (3) the potential for life and property loss, making necessary changes or modifications to the California Fire Code and the State Buildings Standards Code in order to provide a reasonable degree of property security and fire and life safety in this Fire District.

The local amendments to the California Fire Code, 2019 Edition, have been evaluated by the Fire District as a procedure for addressing the fire hazards and concerns within the Fire District which will establish and maintain an environment for a high level of risk of fire and life safety to all persons who work and live within the Fire District boundaries.

Below are listed adverse, local climatic (See No.1), geologic (See No. 2) and topographic (See No. 3) conditions:

1. Climatic

a. Precipitation

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. Ninety-six (96) % falls during the month of October through April and four (4) % from May through September. This is a dry period of at least five (5) months each year. Additionally, the area is subject to occasional drought.

b. Relative Humidity

Humidity remains in the middle range most of the time. It ranges from forty-five (45) to sixty-five (65) percent during spring, summer, fall, and from sixty (60) to ninety (90) percent in the winter. During late winter and summer months it drops to twenty (20) percent and occasionally drops lower.

c. **Temperatures**

Temperatures have been recorded as high as 105 degrees F. Average summer highs are in the 75 to 95-degree range.

d. **Winds**

Prevailing winds are from the northwest. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the five (5) to twenty-three (23) mph range, gusting seven (7) to thirty-five (35) mph during the summer months. Forty (40) mph winds are experienced occasionally and winds up to fifty-five (55) mph have been experienced. During the winter months strong, dry, gusty winds move through the area for several days creating extremely dry conditions.

e. **Impact**

The local climatic conditions affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, of low humidity and high temperatures create extremely hazardous conditions, particularly as they relate to wood shake and shingle roof fires and conflagrations. The winds experienced in this area can and do have a tremendous impact upon structure fires or buildings in close proximity to one another, commonly found in the Town of Rodeo and City of Hercules. During wood shake and shingle roof fires, winds can carry sparks and burning brands to other structures, thus spreading fires and causing conflagrations. In building fires, winds can literally force fire back into the building and can create a blowtorch-like effect as well as preventing "natural" ventilation and cross-ventilation efforts. Fires involving non-irrigated weeds, grass and brush can grow in magnitude and be quickly fanned to intensity beyond the control capabilities of the Fire District, even in moderate winds. National statistics frequently cite wind conditions, such as those experienced locally as a major factor where conflagrations have occurred.

2. **Geologic and Geographic**

a. **Geographic Location**

The fire environment of a community is primarily a combination of two factors: the area's physical geographic characteristics and the historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments that ultimately determines the area's fire protection needs.

The basic geographical boundaries of the District include San Pablo Bay to the northwest, Pinole Ridge to the south, Franklin Canyon and Franklin Ridge to the east and Pinole Creek to the west.

Because of the size of the Rodeo-Hercules Fire District (26 square miles) the characteristics of the fire environment changes from one location to the next. Therefore, the District has not one, but a number of fire environments, each of which has its individual fire protection needs, from a major oil refinery to urban wildland interface to freeways, rail lines, waterways and urban town settings.

The service area of the Rodeo-Hercules Fire District has a varied topography and vegetative cover. A conglomeration of bay plains, hills and ridges makes up the terrain. Development has occurred on the flat lands in the central portion of the District. However, over the last fifteen (15) years, development has spread into the surrounding hills and the smaller valleys and canyons with planned growth extending well into the wildland interface.

b. Geological Location.

Rodeo-Hercules Fire District is located in Contra Costa County and Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Rodeo and Hercules are in close proximity to numerous earthquake faults including the San Andreas Fault, Hayward Fault, Calaveras Fault, Rogers Creek Fault, Concord Fault and other lesser faults. The Concord Fault has a potential for a Richter 6 earthquake and the Hayward and Calaveras Faults have the potential for a Richter 7 or greater earthquake. Major tremblers from seismic activity are not unknown in the area.

Interstate 80 runs through the District and State Route 4 runs through one half. Two major rail lines, Burlington Northern Santa Fe (BNSF) and Southern Pacific (SP) runs through the District. Interstate 80 and the BNSF Railroads divide the District by north and south, east and west. An overpass or under crossing collapse would significantly alter the response route and time for responding emergency equipment. This is due to the limited crossings of the interstate and rail lines either at grade or elevated. Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission lines and facilities and any one of the numerous natural gas, gasoline, jet fuel, fuel oil, crude oil and hydrogen transmission pipelines within the District. Damage to these facilities could start fires throughout the District. The occurrence of multiple fires will quickly deplete Fire District resources, thereby reducing and/or delaying response to any given fire or emergency.

c. Size and Population

The Rodeo-Hercules Fire Protection District covers twenty-six (26) square miles including a population of 33,000 which is expected to increase to 40,000 within the next five (5) to ten (10) years. Within the Fire Protection District are two (2) fire stations and a total of twenty-one (21) full time personnel. The Fire Protection District handles diverse responsibilities including refineries, urban, urban wildland, freeway, rail and medical.

d. Roads and Streets

Single access points generally service developments with emergency vehicle -only access strategically located. Roads in excess of 15% grade serve older portions of Rodeo. Several roads within Hercules exceed a 15% grade. The roadway system within the Fire District is for the most part a grid or loop system. Roadways with less than twenty (20) feet unobstructed paved surface, with a dead end longer than one hundred fifty (150) feet, a cul-de-sac diameter less than sixty-eight (68) feet or grade of more than fifteen (15) % are considered hazardous in terms of fire access and protection. A large number of roadways within the District fall into one of the above categories.

3. Topographic

a. Conditions

The District's service area is a conglomeration of bay plains, hills, valleys and ridges. The flatter lands are found in the central portion of Rodeo and newly developed Waterfront District of Hercules. Only a small portion of the urban and suburbanized areas is on relatively flat lands (0 - 5% slope). The majority of residential development is on hillsides with slopes ranging from 15 - 30% and 30% +. A large portion of the eastern District is designated agricultural or preserve.

Elevations are varied in the District, from downtown Rodeo and the Waterfront District of Hercules at five (5) to ten (10) feet above sea level to Indian Peak at 891 feet. Correspondingly, there is much diversity in slope percentages. Pinole Ridge has slopes from 20 - 75%; Franklin Ridge 30 - 70%; Franklin Canyon 20 - 80% and Ohlone Canyon 20 - 85%. Slope is an important factor in fire spread. As a basic rule of thumb, the rate of spread will double as the slope percentage doubles, all other factors remaining the same.

Many of the newer large buildings and building complexes have building access and landscaping features and designs which preclude or greatly limit any approach or operational access to them by Fire District vehicles. In addition, the presence of security gates and roads of inadequate width and grades that are too steep for Fire District vehicles adversely affect fire suppression efforts.

b. Vegetation

Rodeo and Hercules' semi-arid Mediterranean-type climate produces vegetation similar to most of Contra Costa County, with locally specific growth as a result of topography and prevailing winds. The south-facing exposure is primarily rye grass with occasional clumps of bay and oak trees in the more sheltered pockets. The north-facing slopes are heavily wooded from the lower elevations to the ridges with oak and bay trees and minor shrubs of the general chaparral class. Several large stands of non-native mature eucalyptus trees are found at lower elevations and in all cases are surrounded by development. Expansion of the residential community into areas of heavier vegetation has resulted in homes existing in close proximity to dense natural foliage. Often such dwellings are completely surrounded by highly combustible vegetation compounding the fire problem from a conflagration point of view.

Approximately half of all the residential structures in the District have shingle or shake roofs. This very flammable material is susceptible to ignition by embers from a wildland fire, furthering the spread of fire to adjacent buildings.

c. Impact

The above-mentioned local geographic and topographical conditions increase the magnitude, exposure, accessibility problems and fire hazards presented to the Rodeo-Hercules Fire Protection District.

Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Approximately 50% of all dwellings in the District have wood shingle roofs.

Oil refinery and utilities located within the District and within the Seismic Risk Zone 4 pose the largest single risk. The largest concentrations of hazardous material are found here. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number of people should a significant seismic event occur.

The District's resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single-dwelling or structure fires and emergencies.

Other variables may tend to intensify the situation:

- 1) The extent of damage to the water system;
- 2) The extent of isolation due to bridge, freeways overpass and rail trestle collapse;
- 3) The extent of roadway damage and/or amount of debris blocking roadways;
- 4) Climatic conditions (hot, dry weather with high winds);
- 5) Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
- 6) The availability of timely mutual aid or military assistance;
- 7) The large portion of dwellings with wood shingle roof coverings could result in conflagrations;
- 8) The large number of dwellings that slip off their foundations and rupture gas lines resulting in further conflagrations

Conclusion

Local climatic, geographic and topographic conditions impact fire prevention efforts and the frequency, spread, acceleration, intensity and size of fire involving buildings in this community. Further, they impact potential damage to all structures from earthquakes and subsequent fires. Therefore, it is found to be reasonably necessary that the 2013 California Fire Code and the State Building Standards Code be changed or modified to mitigate the effects of the above conditions.

Furthermore, California Health and Safety Code §17958.7 requires that the modification or change be expressly marked and identified as to which each finding refers. Therefore, the Rodeo-Hercules Fire Protection District finds that the following table provides code sections that have been modified pursuant to Ordinance 2019-01 which are building standards as defined in Health and Safety Code §18909, and the associated referenced conditions for modification due to local climatic, geologic and topographical reasons.

<u>Section Number</u>	<u>Local climatic, geological, and topographical</u>
903	1a, 1b, 1d, 2a, 2b, 3



City of Hercules

111 Civic Drive
Hercules, CA 94547

Meeting Minutes

City Council

Mayor Dan Romero
Vice Mayor Roland Esquivias
Council Member Chris Kelley
Council Member Gerard Boulanger
Council Member Dion Bailey

David Biggs, City Manager
Patrick Tang, City Attorney
Lori Martin, City Clerk

Tuesday, October 22, 2019

6:00 PM

Council Chambers

Closed Session - 6:00 p.m.

Regular Session - 7:00 p.m.

I. SPECIAL MEETING - CLOSED SESSION – 6:00 P.M. CALL TO ORDER - ROLL CALL

Mayor Romero called the meeting to order at 6:01 p.m.

Present: 5 - Mayor D. Romero, Vice Mayor R. Esquivias, Council Member C. Kelley, Council Member G. Boulanger, and Council Member D. Bailey

II. PUBLIC COMMUNICATION - CLOSED SESSION ITEMS

None.

III. CONVENE INTO CLOSED SESSION

City Attorney Tang announced the items to be discussed in closed session.

Mayor Romero recessed the meeting at 6:02 p.m.

1. [19-764](#) Pursuant to Government Code Section 54956.9(a), Conference with Legal Counsel - Pending/Existing Litigation: Successor Agency to the Hercules Redevelopment Agency and City of Hercules v. California Department of Finance, et al, Sacramento Superior Court Case No. 34-2018-80003038
2. [19-765](#) Pursuant to Government Code Section 54956.9 (d)(1), Conference with Legal Counsel - Pending/Existing Litigation - Taylor Morrison of California, LLC, entitled *Taylor Morrison of California, LLC v. City of Hercules*, Superior Court for the County of Contra Costa, Case No. C19-00366.

IV. REGULAR MEETING – 7:00 P.M. CALL TO ORDER - ROLL CALL

Mayor Romero called the meeting to order at 7:07 p.m.

Present: 5 - Mayor D. Romero, Vice Mayor R. Esquivias, Council Member C. Kelley, Council Member G. Boulanger, and Council Member D. Bailey

V. REPORT ON ACTION TAKEN IN CLOSED SESSION

City Attorney Tang reported that the City Council discussed pending/existing litigation regarding Department of Finance v. City of Hercules and Taylor Morrison v. City of Hercules with no final or reportable action taken during closed session. City Attorney Tang noted that City Council will reconvene closed session to continue discussion on the two items at the conclusion of the regular meeting.

VI. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Romero.

VII. MOMENT OF SILENCE

Mayor Romero called for a moment of silence for Hercules resident Susie Ko who was murdered in her home seven years ago on October 8, 2012.

VIII. INTRODUCTIONS/PRESENTATIONS/COMMISSION REPORTS

None.

IX. AGENDA ADDITIONS/DELETIONS

City Manager Biggs stated that there were no additions or deletions to the agenda and there were no supplemental documents provided prior to the meeting.

X. PUBLIC COMMUNICATIONS

None.

XI. PUBLIC HEARINGS

None.

XII. CONSENT CALENDAR

MOTION: A motion was made by Council Member Kelley, seconded by Council Member Bailey, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Mayor D. Romero, Vice Mayor R. Esquivias, Council Member C. Kelley, Council Member G. Boulanger, and Council Member D. Bailey

1. [19-763](#) **Meeting Minutes**
Recommendation: Approve the regular meeting minutes of October 8, 2019.

Approved.

XIII. DISCUSSION AND/OR ACTION ITEMS

1. [19-737](#) **Voluntary Collection Agreement ("VCA") with Airbnb for the Collection of Transient Occupancy Tax ("TOT")**
Recommendation: Authorize the City Manager to execute an agreement with Airbnb to collect Transient Occupancy Taxes on behalf of Hercules residents who rent their residences to others using the Airbnb application and platform.

City Attorney Tang recused himself from this item and left the room. City Manager Biggs introduced the item and provided a staff report. Finance Director Gato provided additional information.

City Council asked questions and provided comments.

MOTION: A motion was made by Council Member Kelley, seconded by Vice Mayor Esquivias, to adopt Resolution 19-062. The motion carried by the following vote:

Aye: 5 - Mayor D. Romero, Vice Mayor R. Esquivias, Council Member C. Kelley, Council Member G. Boulanger, and Council Member D. Bailey
2. [19-768](#) **Amendment to CDM Smith's Contract to Provide Consultant Services Related to Waterfront District Parking Management Plan**
Recommendation: Adopt a Resolution (see Attachment 1) approving and directing staff to execute a contract amendment with CDM Smith to provide additional consultant services to assist City staff in completing a parking management plan for the Waterfront District and, additionally, expand the scope of work to include formation of a Waterfront Public Parking District.

City Manager Biggs introduced the item and provided a staff report. City Council asked questions and provided comments.

MOTION: A motion was made by Vice Mayor Esquivias, seconded by Council Member Kelley, to adopt Resolution 19-063. The motion carried by the following vote:

Aye: 5 - Mayor D. Romero, Vice Mayor R. Esquivias, Council Member C. Kelley, Council Member G. Boulanger, and Council Member D. Bailey

3. [19-744](#)**Update on Open Space Encroachments**

Recommendation: Receive Report, Discuss, and Provide Direction, if any.

City Manager Biggs introduced the item and provided a staff report. City Council asked questions and provided comments. The discussion resulted in a consensus of City Council directing staff to send notices to property owners that appear to have the most significant encroachment violations and to provide another update to City Council at a future meeting.

4. [19-766](#)**Report on Promenade Neighborhood Parking Survey**

Recommendation: Receive Report, Discuss, and Provide Direction, if any.

City Manager Biggs introduced the item and provided a staff report. City Council asked questions and provided comments.

The discussion resulted in a consensus of City Council providing direction to staff to delegate this item to the Traffic and Safety Sub-committee to conduct workshops starting in January 2020 with residents that live in the Promenade and Railroad Avenue areas to receive community input related to parking issues. In addition, City Council gave direction to staff to communicate with the Promenade Homeowners Association to inquire if the HOA would be willing to educate and/or enforce their rules related to use of garages to ensure compliance. Furthermore, there was a consensus of City Council to consider a future budget referral to appropriate funds to form a preferential parking district.

5. [19-767](#)**Future Bus Service**

Recommendation: Receive Report, Discuss, and Provide Direction, if any.

City Manager Biggs introduced the item and provided a staff report. City Council asked questions and provided comments.

XIV. PUBLIC COMMUNICATIONS

None.

**XV. CITY COUNCIL/CITY MANAGER/CITY ATTORNEY ANNOUNCEMENTS,
COMMITTEE, SUB-COMMITTEE AND INTERGOVERNMENTAL COMMITTEE REPORTS
AND FUTURE AGENDA ITEMS**

City staff and Council Members reported on attendance at events and community and regional meetings.

Requests for future agenda items: A future agenda item was requested by Mayor Romero to discuss the City's banner program. There was a

consensus of City Council to add this item as a future agenda item.

Mayor Romero closed the meeting in memory of Mario Zecchin.

XVI. ADJOURNMENT

Mayor Romero recessed the meeting at 10:11 p.m. to reconvene into closed session.

Mayor Romero adjourned the meeting at 10:48 p.m.

Dan Romero, Mayor

Attest:

Lori Martin, MMC
Administrative Services Director/City Clerk



City of Hercules

111 Civic Drive
Hercules, CA 94547

Meeting Minutes

City Council

Mayor Dan Romero
Vice Mayor Roland Esquivias
Council Member Chris Kelley
Council Member Gerard Boulanger
Council Member Dion Bailey

David Biggs, City Manager
Patrick Tang, City Attorney
Lori Martin, City Clerk

Tuesday, November 5, 2019

6:00 PM

Council Chambers

Special Meeting - 6:00 p.m.

I. SPECIAL MEETING - 6:00 P.M. CALL TO ORDER - ROLL CALL

Mayor Romero called the meeting to order at 6:04 p.m.

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMUNICATIONS

None.

IV. DISCUSSION AND/OR ACTION ITEMS

1. [19-774](#) **Conduct Interviews of Candidates which have applied for Hercules Boards and Commissions**

Recommendation: Conduct interviews of candidates that have applied for the Planning Commission, Community and Library Services Commission, Finance Commission and the Contra Costa Mosquito and Vector Control District Board.

Members of the City Council conducted the following interviews of applicants which applied for City Boards and Commissions:

Planning Commission

Edward Ulle
Hector Rubio

Finance Commission

Valerie Palapas
Alex Walker-Griffin
Edward Ulle

Lori Tretasco (schedule conflict - not available to attend interview)

Community and Library Services Commission

Evangelia Ward-Jackson (Current Commissioner - not available to attend interview)

J. Yamamoto (Current Finance Commissioner - not available to attend interview)

Mosquito and Vector Control District Board

Duy Nguyen (schedule conflict - not available to attend interview)

Bernabe Munoz (schedule conflict - not available to attend interview)

V. ADJOURNMENT

Mayor Romero adjourned the meeting at 7:16 p.m.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 12, 2019

TO: Members of the City Council

SUBMITTED BY: Michael Roberts, Public Works Director/City Engineer

SUBJECT: Acceptance of the 2019 Pavement Maintenance Project

RECOMMENDED ACTION:

Adopt a resolution accepting the 2019 Pavement Maintenance Project contract with MCK as complete for a total amount of \$601,590 and authorizing the filing of the Notice of Completion with the Contra Costa County Recorder's Office.

FISCAL IMPACT OF RECOMMENDATION:

The proposed budget for the 2019 Pavement Maintenance Project is as follows:

Revenues:

Gas Tax Fund (Including SB 1 Funding)	\$500,000
Measure J Fund	\$1,590
FY 18-19 Solid Waste Funds to Mitigate Garbage Truck Impacts	<u>\$100,000</u>
Total Revenue	\$601,590

Expenditures:

Construction Contract	\$632,847
Adjustment for Actual Quantities Used	<u>(\$31,257)</u>
Total Expenditures	\$601,590

The actual quantities used were less than the amount estimated in the bid quantity, resulting in a reduction of \$31,257 in the final construction contract amount.

DISCUSSION:

The 2019 Pavement Maintenance Project was awarded to MCK for the low bid amount of \$632,847 at the July 9, 2019 Council meeting. MCK began work shortly thereafter and diligently prosecuted the project to completion.

This project recycled the existing asphalt in-place and then paved new asphalt surfacing on Pheasant Drive between Starling Way and upper Cardinal Way. The work included replacing curb ramps to meet current ADA requirements, pavement striping, and adjusting utility frames and lids to grade.

Recycling in-place is a relatively new technology for residential neighborhoods in cities and in this application proved more cost effective than grinding existing asphalt, patching, and then overlaying with new asphalt as has typically been done in the past. The project was funded primarily with SB 1 “Road Repair and Accountability Act” monies generated from gas tax and is a return to source investment in Hercules infrastructure.

ATTACHMENTS:

1. Resolution
2. Notice of Completion
3. Street Maintenance Location Map

<i>Financial Impact</i>			
Description: Expenditure amount not to exceed \$601,590.			
Funding Source:			
Gas Tax Fund			\$500,000
Fund No. 262-5432-642-05-20			
Measure J Fund			\$1,590
Fund No. 263-5432-642-05-20			
FY18-19 Solid Waste Funds to Mitigate Garbage Truck Impacts			
Fund No. 291-5510-643.20-00			\$100,000
Budget Recap:			
Total Estimated cost:	\$601,590	New Revenue:	\$
Amount Budgeted:	\$601,590	Lost Revenue:	\$
New funding required:	\$	New Personnel:	\$
Council Policy Change: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

RESOLUTION NO. 19-

ADOPT A RESOLUTION ACCEPTING THE 2019 PAVEMENT MAINTENANCE PROJECT CONTRACT WITH MCK AS COMPLETE FOR A TOTAL AMOUNT OF \$601,590 AND AUTHORIZING THE FILING OF THE NOTICE OF COMPLETION WITH THE CONTRA COSTA COUNTY RECORDER'S OFFICE

WHEREAS, the 2019 Pavement Maintenance construction contract was awarded to MCK for the low bid amount of \$632,847 at the July 19, 2019 Council meeting; and

WHEREAS, MCK began the work shortly thereafter and diligently prosecuted the work to completion; and

WHEREAS, the project was completed for \$601,590, less than the original construction contract of \$632,847 as the actual quantities used on the project were less than the bid quantities; and

WHEREAS, the project has been completed in compliance with the approved plans and specifications to the satisfaction of the City Engineer; and

WHEREAS, the project was constructed with cost-effective in-place asphalt recycling and is funded with SB 1 "Road Repair and Accountability Act" monies generated from gas tax, which is a return to source investment in Hercules infrastructure; and

WHEREAS, the Notice of Completion must be filed with the Contra Costa Recorder's Office to allow final payment to be made to the contractor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hercules that the City Council hereby accepts the 2019 Pavement Maintenance Project contract with MCK as complete for a total amount of \$601,590 and authorizes the filing of the Notice of Completion, attached hereto with the Contra Costa County Recorder's Office.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the twelfth day of November, 2019 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Dan Romero, Mayor

Lori Martin, MMC
Administrative Services Director/City Clerk

Recording Requested By:
City of Hercules

When Recorded Mail To:
City Clerk
City of Hercules
111 Civic Drive
Hercules, CA 94547

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Owner of the Project described below.
2. Owner's full name is CITY OF HERCULES.
3. Owner's address is 111 CIVIC DRIVE, HERCULES, CA 94547.
4. The nature of Owner's interest in the Project is:
X Fee ownership Lessee Other: _____
5. Construction work on the Project performed on Owner's behalf is generally described as follows: 2019 PAVEMENT MAINTENANCE PROJECT
6. The name of the original Contractor for the Project is:
MCK
865 Howe Road, Martinez, CA 94553
7. The Project was completed on: November 12, 2019.
8. The Project is located at: Pheasant Drive from Starling Way to upper Cardinal Way.

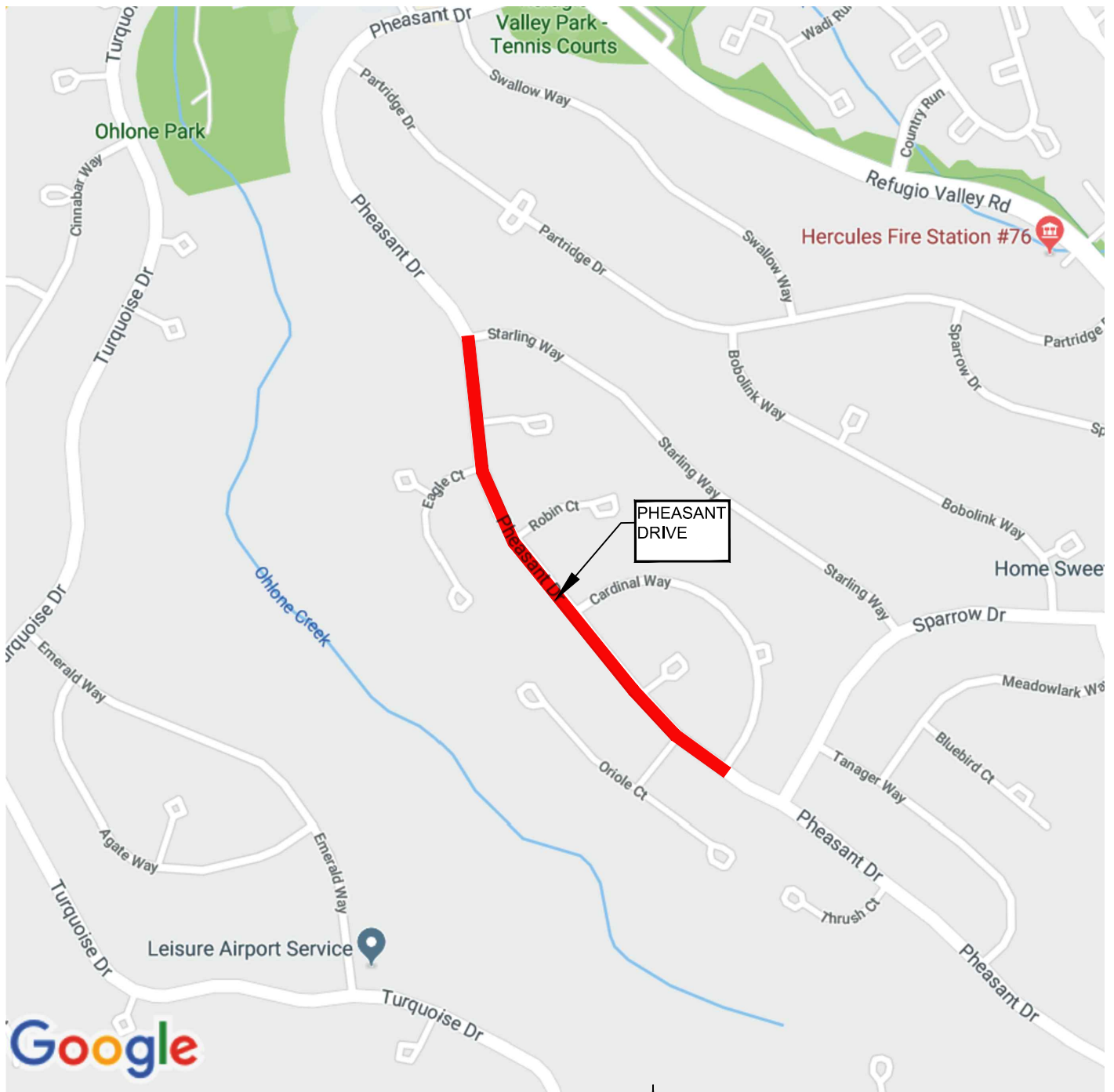
Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

Date and Place

Signature of Person Signing on Behalf of Owner

MIKE ROBERTS,
PUBLIC WORKS DIRECTOR/CITY ENGINEER
Print Name and Title

CITY OF HERCULES
2019 PAVEMENT REPAIR PROJECT
LOCATION MAP
PHEASANT DRIVE



LOCATION MAP:
NTS



Project Limit: Pheasant Drive from Starling Way to Cardinal Way



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 12, 2019

TO: Members of the City Council

SUBMITTED BY: Michael Roberts, Public Works Director/City Engineer

SUBJECT: Acceptance of the Hercules Avenue Traffic Calming Project Construction Contract with the Chrisp Company

RECOMMENDED ACTION:

Adopt a resolution accepting the Hercules Avenue Traffic Calming Project Construction Contract with the Chrisp Company as complete for a total amount of \$85,655 and authorizing the filing of the Notice of Completion with the Contra Costa County Recorder's Office.

FISCAL IMPACT OF RECOMMENDATION:

The proposed budget for the Hercules Avenue Traffic Calming Project is as follows:

Revenues:

Budget Referral 19-17 Traffic Calming – General Fund	\$50,000
Gas Tax/Measure J Fund	\$50,388
FY 19-20 Restriping Budget - Gas Tax/Measure J Fund (<i>This Request</i>)	<u>\$4,625</u>
Total Revenue	\$105,013

Expenditures:

Conceptual & Final Design Contract with Fehr & Peers	\$17,358
Construction Contract with Chrisp Company	\$83,030
Contract Change Order No. 1- Additional Signage	<u>\$2,625</u>
Construction Contract Total	\$85,655
Allowance for Field Adjustments as Needed	<u>\$2,000</u>
Grand Total Project Expenditures	\$105,013

The final proposed construction contract amount is for \$85,655, which includes Change Order No.1 in the amount of \$2,625 for additional signage, which amounts to a 3.2% contingency above the original construction contract of \$83,030. The estimated final project cost is \$105,013 which also includes conceptual and final design and an additional \$2,000 allowance for field adjustments as needed. To date, approximately \$1,000 of the allowance has been spent on the flashing arrow sign board that provided advance notice of the project. The project is now undergoing a monitoring period and the remaining \$1,000 is anticipated for materials for minor adjustments to be completed by City Public Works staff (staff costs are not included in the project cost calculation).

To fully fund the project, it is requested that \$4,625 be utilized by transferring budget from the FY 19-20 Restriping Project. The FY 19-20 Restriping budget will be reduced from \$35,000 to \$30,375.

DISCUSSION:

The Hercules Avenue Traffic Calming Project installed traffic circles at Zeus/Skelly and Titan Way to slow speeding vehicles down and prevent cars from doing “donuts”. The project also eliminated one northbound lane between San Pablo Avenue and Titan Way to prevent drivers from racing to the lane drop, and installed shoulder striping and a centerline to reduce lane widths to further slow vehicles down, especially on the lower half of Hercules Avenue.

Of the 3 traffic calming options presented to residents at the highly-attended August 2018 Council Public Safety/Traffic Subcommittee meeting, the traffic circles were unanimously requested due to their anticipated effectiveness.

The Hercules Avenue Traffic Calming Project was awarded to the Chrisp Company at the May 28, 2019 Council meeting. Chrisp was the only bidder on the project. However, staff believes the bid submitted by Chrisp was competitive. Due to prior commitments and waiting for materials on backorder, they were unable to start the project until late September. Chrisp has now completed the project in accordance with the improvement plans and to the satisfaction of the City Engineer.

ATTACHMENTS:

1. Resolution
2. Notice of Completion
3. Traffic Calming Plan

Financial Impact

Description: Hercules Traffic Calming Project for \$105,013 including utilization of additional \$4,625 from annual striping project.

Funding Source:

General Fund Budget Referral 19-17 Traffic Calming Fund No. 100-0000-643.10-00	\$50,000
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Gas Tax Fund No. 262-5432-642.05-20	\$27,507
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Measure J Return to Source Fund No. 263-5432-642.05-20	\$27,506
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Budget Recap:

Total Estimated cost:	\$100,388	New Revenue:	\$
Amount Budgeted:	\$100,388	Lost Revenue:	\$
New funding required:	\$4,625	New Personnel:	\$
Council Policy Change:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

RESOLUTION NO. 19-

ADOPT A RESOLUTION ACCEPTING THE HERCULES AVENUE TRAFFIC CALMING PROJECT CONSTRUCTION CONTRACT WITH THE CHRISP COMPANY AS COMPLETE FOR A TOTAL AMOUNT OF \$85,655 AND AUTHORIZING THE FILING OF THE NOTICE OF COMPLETION WITH THE CONTRA COSTA COUNTY RECORDER'S OFFICE

WHEREAS, the Hercules Avenue Traffic Calming Project construction contract was awarded to the Chrisp Company in the amount of \$83,030 at the May 28, 2019 Council meeting; and

WHEREAS, Chrisp began the work in September and diligently prosecuted the work to completion; and

WHEREAS, the construction contract was completed for \$85,655 which includes one change order in the amount of \$2,625 for additional signage amounting to a 3.2% contingency; and

WHEREAS, to fully fund the project, \$4,625 from the FY 19-20 Restriping Project is hereby allocated to the Hercules Avenue Traffic Calming Project; and

WHEREAS, the project has been completed in accordance with the approved plans and specifications to the satisfaction of the City Engineer; and

WHEREAS, the project was constructed to slow speeding vehicles down on Hercules Avenue and prevent them from doing "donuts" at the intersections of Titan Way and Zeus/Skelly; and

WHEREAS, the Notice of Completion must be filed with the Contra Costa Recorder's Office to allow final payment to be made to the contractor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hercules that the City Council hereby accepts the Hercules Avenue Traffic Calming Project construction contract with the Chrisp Company as complete for a total amount of \$85,655 and authorizes the filing of the Notice of Completion, attached hereto with the Contra Costa County Recorder's Office.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the twelfth day of November, 2019 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Romero, Mayor

ATTEST:

Lori Martin, MMC
Administrative Services Director/City Clerk

Recording Requested By:
City of Hercules

When Recorded Mail To:
City Clerk
City of Hercules
111 Civic Drive
Hercules, CA 94547

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Owner of the Project described below.
2. Owner's full name is CITY OF HERCULES.
3. Owner's address is 111 CIVIC DRIVE, HERCULES, CA 94547.
4. The nature of Owner's interest in the Project is:
X Fee ownership Lessee Other: _____
5. Construction work on the Project performed on Owner's behalf is generally described as follows: HERCULES AVENUE TRAFFIC CALMING PROJECT
6. The name of the original Contractor for the Project is:
Chrisp Company
P.O. Box 1368 Fremont, CA 94539-5631
7. The Project was completed on: November 12, 2019.
8. The Project is located at: Hercules Avenue from San Pablo to Fawcett.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

Date and Place


Signature of Person Signing on Behalf of Owner

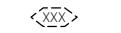
MIKE ROBERTS,
PUBLIC WORKS DIRECTOR/CITY ENGINEER
Print Name and Title

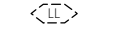
GENERAL NOTES:

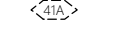
- ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND SPECIFICATIONS AND SPECIAL PROVISIONS, AND THE CA MUTCD.
- ALL PAVEMENT STRIPING AND MARKINGS SHALL BE THERMOPLASTIC, MINIMUM 0.15" THICK.
- EXISTING STRIPING AND PAVEMENT MARKINGS THAT ARE IN CONFLICT WITH PROPOSED STRIPING AND PAVEMENT MARKINGS SHALL BE REMOVED AND DISPOSED OF PER SECTIONS 84-9.03B OF THE STATE STANDARD SPECIFICATIONS.
- ALL SIGNING, STRIPING, AND PAVEMENT MARKINGS SHALL BE CAT-TRACKED AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.
- APPLICATION INSTRUCTIONS FOR TRAFFIC CIRCLES AND ISLANDS SHALL BE REFERENCED TO THE MANUFACTURER'S INSTRUCTIONS.
- COLORLED PAVEMENT TREATMENT SHALL BE STREETBOND SB150 PAVEMENT COATING PART A MIXED WITH STREETBOND SB150 PAVEMENT COATING PART B AND STREETBOND COLORANT OR APPROVED EQUIVALENT. COLOR SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PROCUREMENT. PAVEMENT COATINGS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- ALL K71 BOLLARDS SHALL BE GREEN WITH WHITE REFLECTIVE BANDS AND SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PROCUREMENT.

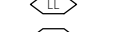
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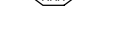
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REMOVE EXISTING PAVEMENT STRIPE, ARROW OR LEGEND (BY GRINDING)
- 


REMOVE EXISTING PAVEMENT DELINEATION DETAIL NUMBER
- 


REMOVE LIMIT LINE
- 


EXISTING PAVEMENT DELINEATION DETAIL NUMBER PER CALTRANS DETAIL 41A
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INSTALL NEW LIMIT LINE (12" WHITE)
- 


INSTALL NEW PAVEMENT DELINEATION DETAIL NUMBER
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
EXISTING PAVEMENT STRIPE, ARROW OR LEGEND TO REMAIN
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INSTALL NEW STOP PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D.
- 

EXISTING WOODEN POLE LUMINAIRE WITH SIGN
- 

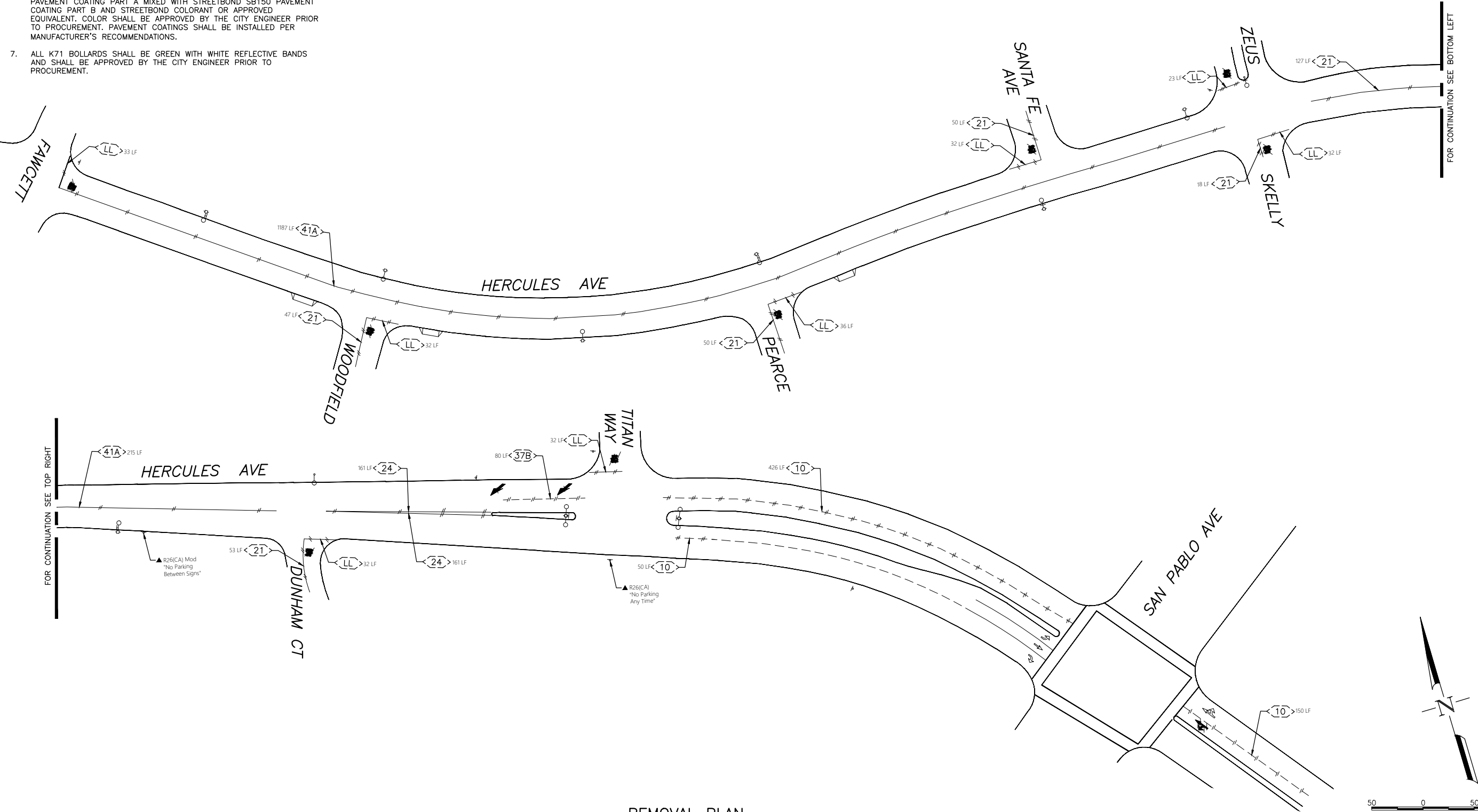
EXISTING WOODEN POLE LUMINAIRE
- 

K71 BOLLARD
- 

REMOVE EXISTING ROADSIDE SIGN
- 

EXISTING ROADSIDE SIGN ON POST
- 

INSTALL NEW ROADSIDE SIGN ON POST



REVISIONS		NO.	DATE	DESCRIPTION	BY
		1	X/XX/XX		

DRAWN BY: JMW	DESIGNED BY: RR	CHECKED BY: RR	DATE: APRIL 2019	PROJECT NO: OK18-0271
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FEHR PEERS
100 Pringle Avenue
Suite 600
Walnut Creek, CA 94596
(925) 930-7000

CITY OF HERCULES
HERCULES AVE TRAFFIC CALMING
SIGNING & STRIPING PLANS

SHEET	1
OF	4

PROJECT NOTES (SHEETS SS2-SS4 ONLY):

- 1

INSTALL PAVEMENT MARKING PER CALTRANS STANDARD PLANS (2018)
- 2

PAINT CURB (COLOR AND LIMITS PER PLAN).
- 3


INSTALL WHITE BUFFER AREA BETWEEN CURB AND TRAVEL LANE (8" SOLID WHITE EDGE LINE ADJACENT TO TRAVEL LANE AT LENGTH SHOWN WITH 6" SOLID WHITE STRIPES AT 45° SPACE 10' O.C.),
- 4

INSTALL ISLAND BETWEEN CURB AND TRAVEL LANE (8" SOLID WHITE EDGE LINE AT LENGTH SHOWN) WITH INTERIOR PAINTED WITH STREETBOND 150 PAVEMENT COATING SYSTEM (OR APPROVED EQUIVALENT). INSTALL K71 FLEXIBLE SELF RE-ERECTING POST AT 5' O.C. AND OFFSET 1' FROM 8 SOLID WHITE STRIPE.
- 5


INSTALL TRAFFIC CIRCLE (8" SOLID WHITE EDGE LINE AT LENGTH SHOWN) WITH INTERIOR PAINTED WITH STREETBOND 150 PAVEMENT COATING SYSTEM (OR APPROVED EQUIVALENT). INSTALL K71 FLEXIBLE SELF RE-ERECTING POST AT 5' O.C. AND OFFSET 1' FROM 8" SOLID WHITE STRIPE.
- 6

INSTALL 4" SOLID WHITE 2' LONG MARKINGS SPACED AT 45° AND 10' O.C.


LEGEND:




REMOVE EXISTING PAVEMENT STRIPE, ARROW OR LEGEND (BY GRINDING)




REMOVE EXISTING PAVEMENT DELINEATION DETAIL NUMBER




REMOVE LIMIT LINE




EXISTING PAVEMENT DELINEATION DETAIL NUMBER PER CAMUTCD DETAIL 41A




INSTALL NEW LIMIT LINE (12" WHITE)




INSTALL NEW PAVEMENT DELINEATION DETAIL NUMBER




EXISTING PAVEMENT STRIPE, ARROW OR LEGEND TO REMAIN




INSTALL NEW STOP PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D.




EXISTING WOODEN POLE LUMINAIRE WITH SIGN




EXISTING WOODEN POLE LUMINAIRE




K71 BOLLARD



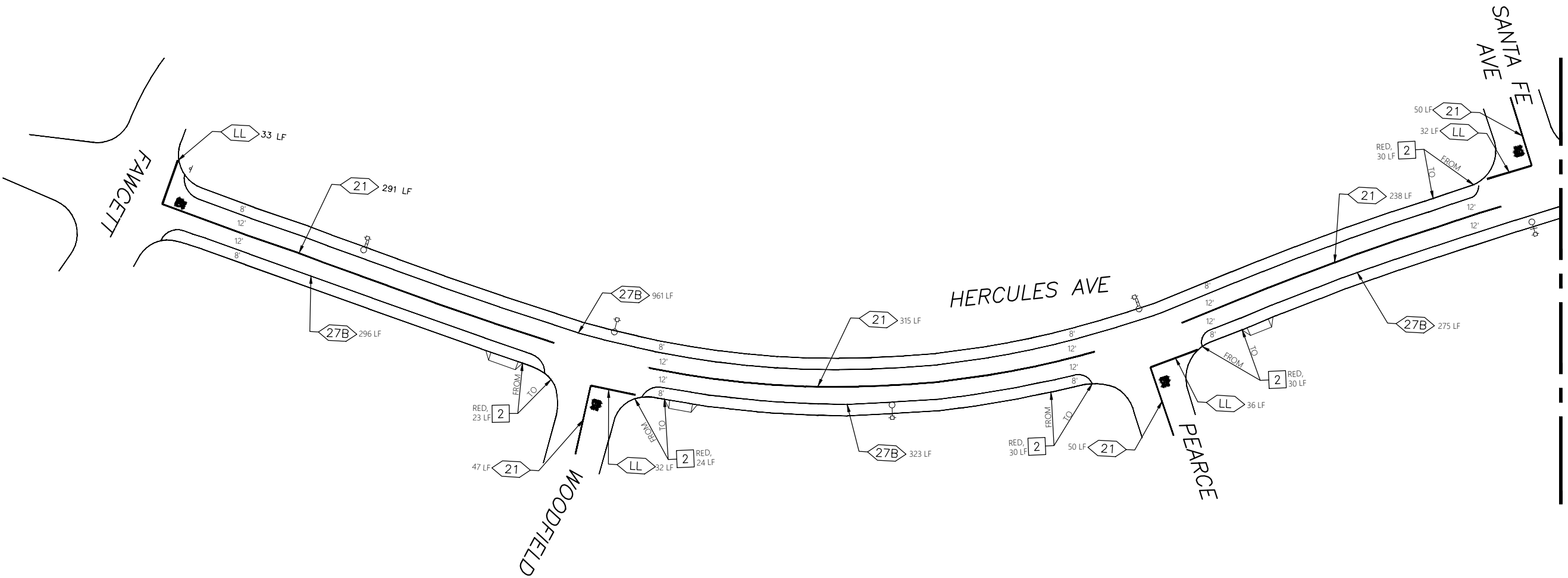
REMOVE EXISTING ROADSIDE SIGN



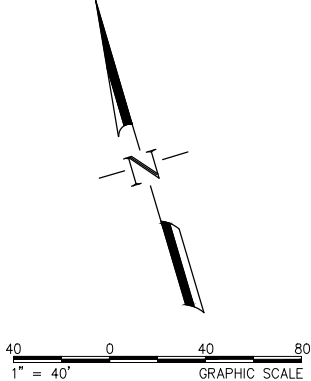
EXISTING ROADSIDE SIGN ON POST



INSTALL NEW ROADSIDE SIGN ON POST



SIGNING AND STRIPING PLAN
1" = 40'



REVISIONS

NO.	DATE	DESCRIPTION	BY
1	X/XX/XX		



DRAWN BY: JW

DESIGNED BY: RR

CHECKED BY: RR

DATE: APRIL 2019

PROJECT NO: OK18-0271

CITY OF HERCULES

HERCULES AVE TRAFFIC CALMING

SIGNING & STRIPING PLANS



100 Pirbright Avenue
Suite 600
Walnut Creek, CA 94596
(925) 930-7700

SHEET

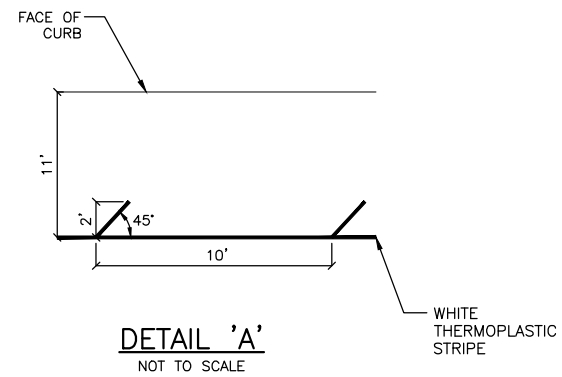
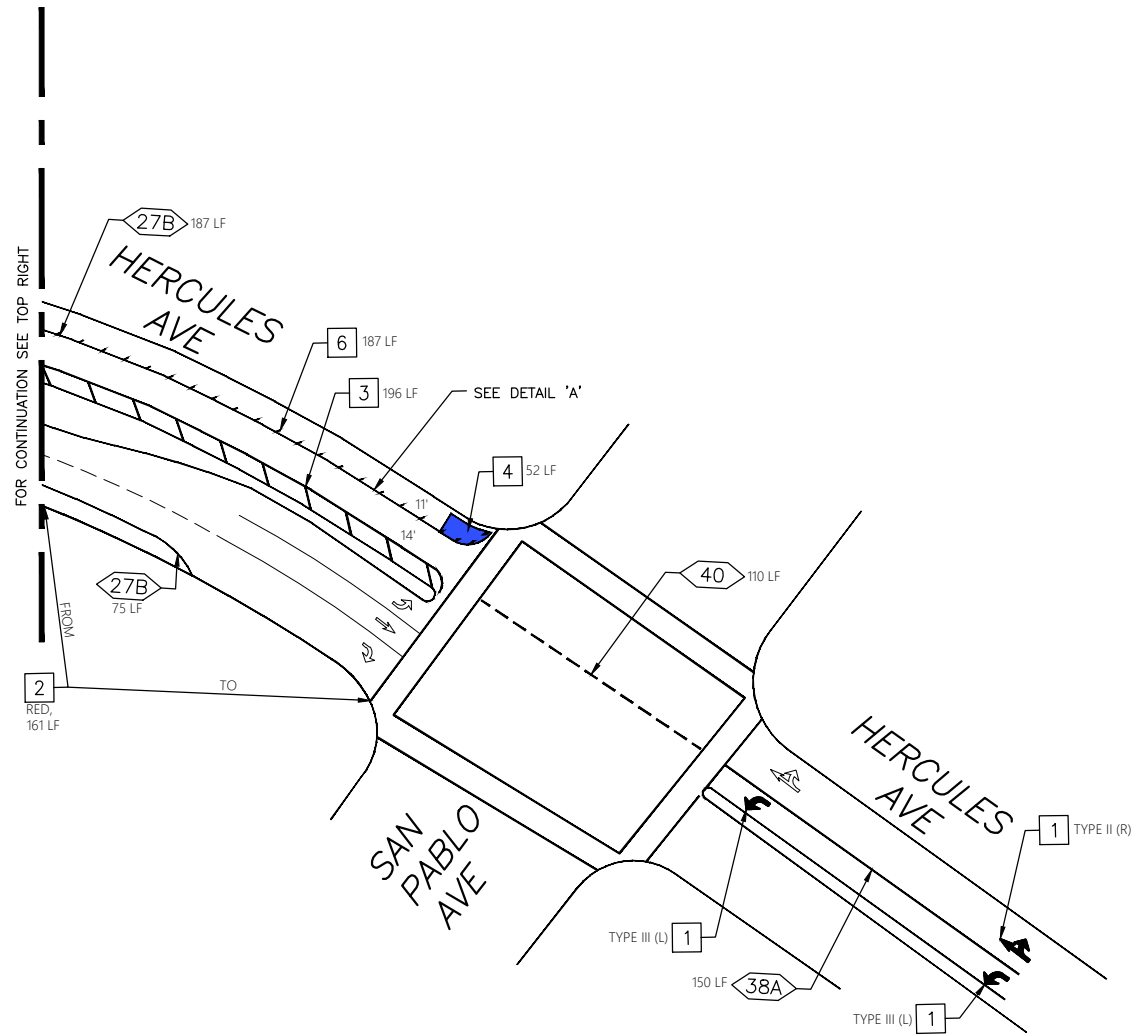
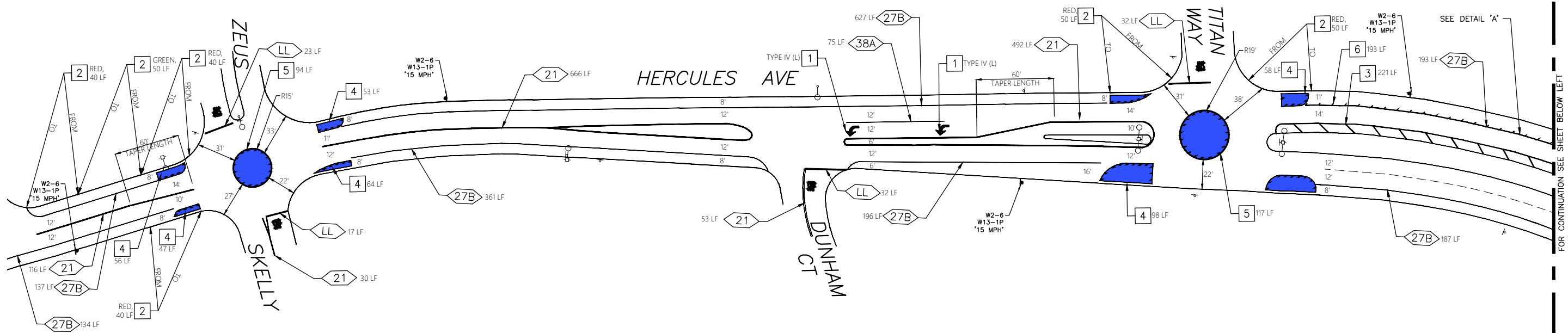
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— OF —

4

143

Apr 17, 2019 CADD FILE: W:\Oakland N Drive\Projects\2018\OK18-0271\00_HerculesAvenueTraffic Calming\CAD\65_Submittal\0271SS.dwg



SIGNING AND STRIPING PLAN
1" = 40'

40 0 40 80
1" = 40' GRAPHIC SCALE

REVISIONS	
NO.	DATE
1	X/XX/XX

FOR CONTINUATION SEE SHEET BELOW LEFT

PROFESSIONAL ENGINEER
ROBERT REES
No. 49620
Exp. 9-30-20
CIVIL
STATE OF CALIFORNIA

DRAWN BY: JW
DESIGNED BY: RR
CHECKED BY: RR
DATE: APRIL 2019
PROJECT NO: OK18-0271

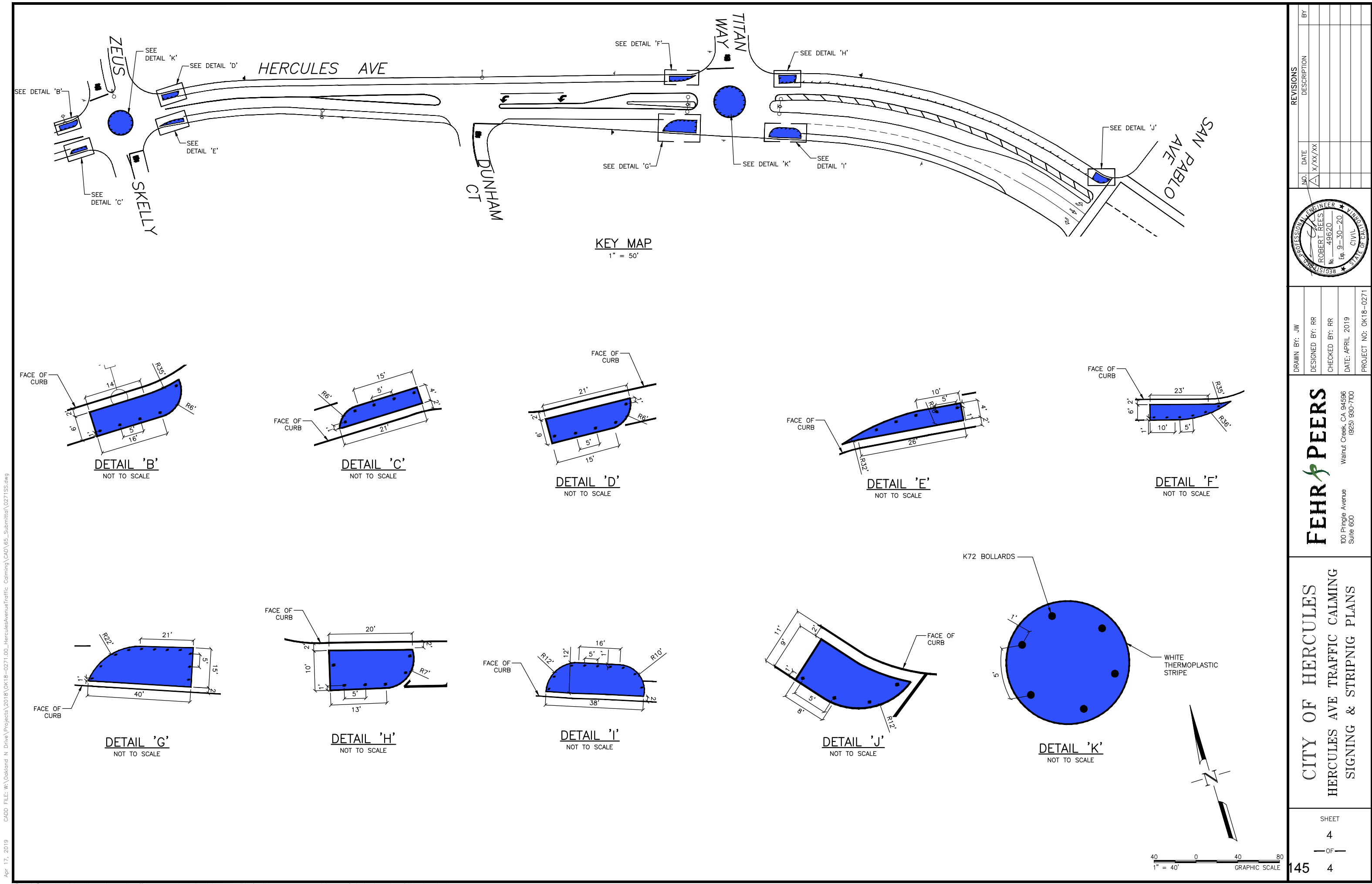
FEHR PEERS
100 Pringle Avenue
Suite 600
Walnut Creek, CA 94596
(925) 930-7000

CITY OF HERCULES
HERCULES AVE TRAFFIC CALMING
SIGNING & STRIPING PLANS

SHEET
3
OF
4

144

Apr 17, 2019 CADD FILE: W:\Oakland N Drive\Projects\2018\OK18-0271-00_HerculesAvenueTraffic Calming\CAD\65_Submittal\0271SS.dwg



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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 12, 2019

TO: Members of the City Council

SUBMITTED BY: Edwin Gato, Director of Finance

SUBJECT: Approval of City of Hercules Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds Refinancing and Related Actions

RECOMMENDED ACTION:

1. Adopt a Resolution of the City Council of the City of Hercules Declaring its Intention to Levy Reassessments and to Issue Refunding Bonds; and
2. Adopt a Resolution of the City Council of the City of Hercules Authorizing the Issuance of Refunding Bonds and Approving and Authorizing Related Documents and Actions; and
3. Adopt a Resolution of the City Council of the City of Hercules Adopting a Reassessment Report, Confirming and Ordering the Reassessment by Summary Proceedings and Authorizing and Directing Related Actions.

FISCAL IMPACT OF RECOMMENDATION:

The 2019 Refunding Bonds are payable solely from Reassessment amounts collected from property owners in the Reassessment District; therefore, there is no cost to the City of Hercules relating to the proposed issuance of the 2019 Refunding Bonds. Property owners within the District are estimated to save a range of \$157 to \$183 per residential parcel and \$3,280 per the mix-used parcel annually from 2021 through 2035. The net present value of savings is \$544,029 (17.78% on \$3,060,000 of bonds outstanding). The estimated savings are net of all financing costs.

In accordance with California Government Code Section 5852.1, good faith estimates are provided with respect to the 2019 Refunding Bonds in Appendix A.

DISCUSSION:

Background

On January 25, 2005, the City formed Assessment District No. 2005-1 (John Muir Parkway). On July 27, 2005, the City issued Limited Obligation Improvement Bonds that are secured by

assessments levied on parcels within the Assessment District. The Bonds were issued to fund a portion of the costs of certain public improvements associated with the Bayside and Muir Pointe developments, costs related to the bond issuance, and a debt service reserve fund. The public improvements that are of special benefit to property within the boundaries of the District and that were authorized to be financed by the District consisted primarily of road, bridge, storm drain, sewer, water, and miscellaneous improvements to John Muir Parkway, generally located from Alfred Nobel Drive on the east, westerly to the westerly boundary of the Muir Pointe subdivision.

The assessment lien associated with the Muir Pointe development north of John Muir Parkway has been paid off. The Bonds associated with the unpaid assessments on parcels within the District were issued in the original principal amount of \$6,550,345, have interest rates ranging from 4.85% to 5.10%, have a final maturity of September 2, 2035, and are currently callable on any Interest Payment Date (September 2 or March 2, with the next call date on March 2, 2020) without premium. The principal amount of Bonds currently outstanding is \$3,060,000.

Municipal bond rates are currently near historical lows; and refunding all the outstanding Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds will achieve savings for property owners within the District by reducing the remaining annual debt service payments.

The proceedings for the reassessment and refunding will be conducted pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds (Division 11.5, Sections 9500 through 9707 of the California Streets and Highways Code). In order to proceed with the refunding, City Council must adopt a Resolution declaring its intent to levy reassessments and to issue refunding bonds, a Resolution authorizing the issuance of refunding bonds and approving and authorizing related documents and actions, and a Resolution adopting a Reassessment Report, confirming and ordering the reassessment by summary proceedings and authorizing and directing related actions.

Analysis

Working with the City's Municipal Advisor (Urban Futures, Inc.), Requests for Proposals were sent out to six Bond Counsel firms and five Underwriters/Placement Agents. Three Bond Counsels and all five Underwriters/Placement Agents responded. Urban Futures, Inc. presented an evaluation of all the proposals to City staff. Ultimately, Stradling Yocca Carlson & Rauth was selected as Bond Counsel, and Hilltop Securities was selected as Underwriter/Placement Agent, based on their qualifications and lowest fee bids.

On September 13, 2019, and based on discussions with Hilltop Securities, Urban Futures prepared a memorandum for consideration by City staff, analyzing whether to proceed with a public offering or private placement for the 2019 Refunding Bonds. At the time, estimated rates indicated that a private placement would achieve higher savings and save staff time.

Hilltop then proceeded to solicit bids from 21 banks to lock the interest rate through the closing of the 2019 Refunding Bonds on December 4th. After receiving five bids on October 7th, ranging from 2.27% to 2.95%, the financing team evaluated the lowest bid against indicative public offering rates; and it was, once again, confirmed that a private placement was more economical.

The City selected Opus Bank as the purchaser of the 2019 Refunding Bonds. Opus Bank submitted the lowest bid at 2.27% and did not require onerous covenants. The Bank and the City have agreed on all the business terms and covenants reflected in the attached documents. They are ready to proceed to close the transaction after Council adoption of the three Resolutions.

Based on Opus Bank's bid, savings over the life of the bonds is \$923,680. The interest rate savings combined with the application of the cash in the Debt Service Reserve Fund for the 2005 Bonds would produce average annual cash flows savings of approximately \$61,512 from 9/2/2021 through 9/2/2035. The estimated savings are net of all financing costs. All interest rate savings generated from the proposed refinancing will be passed on to property owners within the District. The City will be reimbursed from bond proceeds for its time associated with the refinancing.

<i>Summary of Savings Results for 2019 Refunding Bonds*</i>	
<i>Existing 2005 Bonds</i>	
Outstanding Amount	\$3,060,000
Current Interest Rates (on Outstanding Bonds)	4.85 to 5.10%
<i>2019 Refunding Bonds</i>	
Bond Amount	\$3,026,094
True Interest Cost	2.27%
Net Present Value Savings (\$)	\$544,029
Net Present Value Savings (% of Par Value Refunded)	17.78%
Average Annual Savings from 2021 through 2035	\$61,512
Average Annual Per Parcel Savings by Parcel Type from 2021 through 2035	Mixed-Use Parcel \$3,280 Residential (Tract 8853) \$157 Residential (Tract 8852) \$183

*Preliminary, subject to change

Documents to be Approved

The second Resolution approves all documents and actions needed to authorize the issuance of the 2019 Refunding Bonds, including the following substantially final form financing documents together with any changes or additions deemed advisable and approved by authorized staff:

- Fiscal Agent Agreement between the City and BNY Mellon (Fiscal Agent) containing the terms of the 2019 Refunding Bonds, including payment and redemption provisions, rights and duties of the Fiscal Agent, creation of funds and accounts, application of proceeds and reassessments, remedies upon a default in the payment of the 2019 Refunding Bonds, and other related matters;
- Escrow Agreement between the City and BNY Mellon (Escrow Agent) containing terms by which the Escrow Agent will hold 2019 Refunding Bond proceeds on behalf of the

owners of the 2005 Bonds to pay and discharge these Bonds on March 2, 2020, and give proper notice to the owners;

- Placement Agent Agreement between the City and Hilltop Securities (Placement Agent) containing the description of Placement Agent services provided by Hilltop, the term of the agreement, compensation, and expense reimbursement.
- Purchaser's Term Sheet between the City and Opus Bank (Purchaser) summarizing the terms of the loan, including interest rate, repayment terms, prepayment options, debt service reserve fund requirement, closing date, and covenants including annual reporting requirements;
- Reassessment Engineer's Report prepared by Francisco & Associates (Reassessment Engineer) containing the debt service of bonds to be refunded, debt service of bonds to be issued, comparison of debt service of refunded bonds and bonds to be issued, sources and uses of funds, comparison of unpaid remaining assessment installments and proposed reassessment installments and revised remaining principal amount, auditor's reassessment roll, reassessment diagram, and certifications.

ATTACHMENTS:

1. Good Faith Estimates
2. Resolution Declaring its Intention to Levy Reassessments and to Issue Refunding Bonds
3. Resolution Authorizing the Issuance of Refunding Bonds and Approving and Authorizing Related Documents and Actions
4. Resolution Adopting a Reassessment Report, Confirming and Ordering the Reassessment by Summary Proceedings and Authorizing and Directing Related Actions
5. Fiscal Agent Agreement
6. Escrow Agreement
7. Placement Agent Agreement
8. Purchaser's Term Sheet
9. Reassessment Engineer's Report

<i>Financial Impact</i>			
Description:			
Funding Source:			
Budget Recap:			
Total Estimated cost:	\$	New Revenue:	\$
Amount Budgeted:	\$	Lost Revenue:	\$
New funding required:	\$	New Personnel:	\$
Council Policy Change: Yes <input type="checkbox"/> No <input type="checkbox"/>			

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by Urban Futures, Inc. as municipal advisor to the City (the “Municipal Advisor”), each with respect to the Bonds.

Principal Amount. The Municipal Advisor has informed the City that, based on the City’s financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$3,026,094 (the “Estimated Principal Amount”).

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 2.27%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is \$125,000.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserve fund funded with proceeds of the Bonds, is \$2,830,336.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$3,610,145.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of

such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

RESOLUTION NO. 19-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES DECLARING ITS INTENTION TO LEVY REASSESSMENTS AND TO ISSUE REFUNDING BONDS

WHEREAS, the City Council (the “City Council”) of the City of Hercules (the “City”) has previously undertaken proceedings pursuant to the terms and provisions of the Municipal Improvement Act of 1913 (Division 12 of the Streets and Highways Code of the State of California) to form the Assessment District No. 2005-1 (John Muir Parkway) of the City of Hercules (the “Assessment District”), and confirm assessments on the parcels therein; and

WHEREAS, the City issued improvement bonds in the amount of \$6,550,345 known as the “City of Hercules Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds” for the Assessment District (the “2005 Bonds”) in the manner provided in the Improvement Bond Act of 1915 (Division 10 of said Streets and Highways Code); and

WHEREAS, to reduce the amount of the assessments the City Council now desires, pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 of the Streets and Highways Code of California (the “Refunding Act”) to establish the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) (the “Reassessment District”) and confirm reassessments for the parcels therein (the “Reassessments”) and, in connection therewith, to issue refunding bonds pursuant to the Refunding Act (the “Refunding Bonds”) to refund all outstanding 2005 Bonds; and

WHEREAS, the outstanding 2005 Bonds are secured by the unpaid assessments (the “Assessments”) on properties in the Assessment District; and

WHEREAS, the public interest requires the refunding of the 2005 Bonds and this City Council intends to accomplish the refunding through the levy of Reassessments and the issuance of the Refunding Bonds upon the security of such Reassessments and certain unpaid Assessments.

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

1. Proceedings Authorized. This City Council hereby declares its intention to refund the 2005 Bonds and to levy Reassessments as security for Refunding Bonds as hereinafter provided. The proceedings for the levy and collection of Reassessments and collection of Assessments as security for the issuance and payment of Refunding Bonds shall be conducted pursuant to the Refunding Act.
2. Reassessment Diagram. The contemplated Reassessments and refunding, in the opinion of this City Council, are of more than local or ordinary public benefit, and the costs and expenses thereof are made chargeable upon the Reassessment District, the exterior boundaries of which are shown on a reassessment diagram thereof heretofore filed in the office of the City Clerk, and to be filed in the office of the County Recorder of the County of Contra Costa, to which reassessment diagram reference is hereby made for further particulars and which shall hereafter be called the “City of Hercules Reassessment District No. 2005-1 (John Muir Parkway).” The reassessment diagram indicates by a boundary line the extent of the territory included in the Reassessment District and shall govern for all details as to the extent thereof.

3. Reassessment Consultant; Report. The reassessment and refunding are hereby referred to Francisco & Associates, Inc., a qualified firm employed by this City for the purpose hereof (the "Reassessment Consultant"), and the Reassessment Consultant is hereby directed to make and file with the City Clerk of the City Council a report in writing, presenting the following:
 - (a) a schedule setting forth the unpaid principal and interest on the 2005 Bonds to be refunded and the total amounts thereof;
 - (b) the total estimated principal amount of the Reassessments and of the Refunding Bonds and the maximum interest rate thereon, together with an estimate of cost of the Reassessment and of issuing the Refunding Bonds, including all costs of issuing the Refunding Bonds, as defined by subdivision (a) of Section 9600 of the California Streets and Highways Code;
 - (c) the auditor's record kept pursuant to Section 8682 of the California Streets and Highways Code showing the schedule of principal installments and interest on all unpaid original assessments and the total amounts thereof;
 - (d) the estimated amount of each Reassessment, identified by reassessment number corresponding to the reassessment number on the reassessment diagram, together with a proposed auditor's record for the reassessment prepared in the manner described in Section 8682 of the California Streets and Highways Code;
 - (e) a reassessment diagram showing the Reassessment District and the boundaries and dimensions of the subdivisions of land within the Reassessment District. Each subdivision, including each separate condominium interest as defined in Section 783 of the California Civil Code, shall be given a separate number upon the diagram.

When any portion or percentage of the costs and expenses of the refunding and Reassessment is to be paid from sources other than Reassessments, the amount of such portion or percentage shall first be deducted from the total estimated cost and expenses of the refunding and Reassessment, and the Reassessments shall include only the remainder of the estimated cost and expenses. If any excess shall be realized from the reassessment it shall be used, in such amounts as this City Council may determine, in accordance with the provisions of law, in a manner or manners to be provided in these proceedings.

4. Refunding Bonds. Notice is hereby given that serial and/or term bonds to represent the Reassessments, and bearing interest at the rate of not to exceed 2.50% per annum, will be issued hereunder in the manner provided by the Refunding Act, the last installment of which bonds shall mature not later than September 2, 2035. It is the intention of the City that the City will not obligate itself to advance available funds from the treasury of the City to cure any deficiency in the redemption fund to be created with respect to the Refunding Bonds; provided, however, that a determination not to obligate itself shall not prevent the City from, in its sole discretion, so advancing the funds.
5. Bond Call Procedures. The provisions of Part 11.1 of Division 10 of the California Streets and Highways Code, providing for an alternative procedure for the advance payment of Reassessments and the calling of bonds, shall apply to Refunding Bonds issued pursuant to proceedings under this resolution.

6. Prior Proceedings. Reference is hereby made to the respective proceedings previously undertaken pursuant to Division 4 of the California Streets and Highways Code with respect to the 2005 Bonds, which are on file in the office of the City Clerk.
7. Reserve Fund. It is the intention of this City Council to create a special reserve fund pursuant to and as authorized by Part 16 of Division 10 of the Streets and Highways Code of California with respect to the Refunding Bonds and that the amount of the fund shall be included in the Reassessment.
8. Financing Professionals. The firm of Stradling Yocca Carlson & Rauth, A Professional Law Corporation, Newport Beach, California, is hereby appointed as bond counsel for the purpose of the Reassessment and refunding proceedings. The firm of Urban Futures, Inc., Daly City, California, is hereby appointed municipal advisor for the Refunding Bonds. The firm of Hilltop Securities, Inc., is hereby appointed as placement agent for the refunding bonds. The fees of such firms shall be fixed in the proceedings and shall be paid only upon the successful completion of the proposed Reassessment and refunding and from the proceeds of the Refunding Bonds.
9. Effective Date. This resolution shall take effect from and after its adoption.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the 12th day of November, 2019 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Romero, Mayor

Attest:

Lori Martin, MMC
Administrative Services Director/City Clerk

RESOLUTION NO. 19-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES AUTHORIZING THE ISSUANCE OF REFUNDING BONDS AND APPROVING AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the City Council (the “City Council”) of the City of Hercules (the “City”) has previously undertaken proceedings pursuant to the terms and provisions of the Municipal Improvement Act of 1913 (Division 12 of the Streets and Highways Code of the State of California) to form the Assessment District No. 2005-1 (John Muir Parkway) of the City of Hercules (the “Assessment District”), and confirm assessments on the parcels therein; and

WHEREAS, the City issued improvement bonds in the amount of \$6,550,345 known as the “City of Hercules Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds” (the “2005 Bonds”) in the manner provided in the Improvement Bond Act of 1915 (Division 10 of said Streets and Highways Code); and

WHEREAS, the outstanding 2005 Bonds are secured by the unpaid assessments on properties in the Assessment District; and

WHEREAS, the public interest requires the refunding of the 2005 Bonds and this City Council intends to accomplish the refunding through the levy of reassessments and the issuance of refunding bonds upon the security of such reassessments and certain unpaid assessments; and

WHEREAS, on November 12, 2019, this City Council adopted its “Resolution of the City Council of the City of Hercules Declaring its Intention to Levy Reassessments and to Issue Refunding Bonds” (the “Resolution of Intention”) in and for Reassessment District No. 2005-1 (John Muir Parkway) of the City of Hercules (the “Reassessment District”), and therein directed the making and filing of a reassessment report (the “Report”) in writing, all in accordance with and pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 of the Streets and Highways Code of California (the “Refunding Act”); and

WHEREAS, the proceedings under the Refunding Act and the Resolution of Intention are now completed, a list of unpaid assessments and reassessments (the “List of Unpaid Assessments and Reassessments”) is on file with the City Clerk, and this City Council wishes to provide for the issuance of refunding improvement bonds hereinafter described and defined as the “Refunding Bonds” on the security of such unpaid reassessments and certain unpaid assessments pursuant to the Refunding Act; and

WHEREAS, the purpose of the issuance of the Refunding Bonds shall be to refund and redeem the 2005 Bonds; and

WHEREAS, there has been submitted to this City Council an agreement (the “Fiscal Agent Agreement”) providing for the issuance of the Refunding Bonds by the City, and the City Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the Refunding Bonds; and

WHEREAS, there has been presented to this City Council an escrow agreement, relating to the 2005 Bonds (the “Escrow Agreement”), which will be used to refund and redeem the 2005 Bonds and the

City Council now desires to approve such Escrow Agreement in connection with the refunding of the 2005 Bonds; and

WHEREAS, there has been a request for bids pursuant to a Bid and Summary of Terms and Conditions (the “Bid Request”); and

WHEREAS, in response to the Bid Request, Opus Bank (the “Purchaser”) offered the most favorable combination of terms and cost of borrowing in connection with the sale on a direct placement basis of the Refunding Bonds; and

WHEREAS, there has been presented to this City Council the List of Unpaid Assessments and Reassessments showing the unpaid reassessments upon the security of which the Refunding Bonds shall be issued, and this City Council, with the aid of City staff, has reviewed and considered the List of Unpaid Assessments and Reassessments; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Refunding Bonds and the levy of the reassessments as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Refunding Act.

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

1. Unpaid Reassessments. The assessments and reassessments that remain unpaid are as shown on the List of Unpaid Assessments and Reassessments, which is hereby approved and incorporated herein by this reference. The total principal amount of the unpaid assessments is \$3,060,000. For a particular description of the lots, pieces and parcels of land bearing the respective reassessment numbers set forth in the List of Unpaid Reassessments, reference is hereby made to the reassessment and to the reassessment diagram, and any amendments thereto approved by this City Council, all as recorded in the office of the official who is the Superintendent of Streets of the City.
2. Refunding Bonds Authorized. Pursuant to the Refunding Act, this Resolution and the Fiscal Agent Agreement, Refunding Bonds of the City designated as “City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds, Series 2019” in an aggregate principal amount of not to exceed \$3,050,000 are hereby authorized to be issued. The date, manner of payment, interest rate or rates, interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms, covenants and conditions of the Refunding Bonds shall be as provided in the Fiscal Agent Agreement as finally executed. The first interest payment on the Refunding Bonds may be September 2, 2020; provided that a portion of such interest payment shall be funded.
3. Authorization and Conditions. The Mayor, the City Manager, the Finance Director, the Administrative Services Director, and the City Clerk, or any other City officer or employee authorized by the City Council or by any of the foregoing individuals to undertake any action referenced in this Resolution (each, an “Authorized Officer”) is hereby authorized and directed to execute and deliver the various documents and instruments described in this Resolution, provided that no additions or changes shall authorize an aggregate principal amount of Refunding Bonds in excess of \$3,050,000, a final maturity date of the Refunding Bonds after September 2, 2035, or a stated interest rate on the Refunding Bonds in excess of 2.50% per annum. The approval of such

additions or changes shall be conclusively evidenced by the execution and delivery of such documents or instruments by an Authorized Officer, upon consultation with Stradling Yocca Carlson & Rauth, A Professional Corporation, the City's bond counsel ("Bond Counsel"), Urban Futures, Inc., the City's municipal advisor (the "Municipal Advisor"), and Hilltop Securities, Inc., the City's placement agent (the "Placement Agent").

4. Fiscal Agent Agreement. The proposed form of Fiscal Agent Agreement with respect to the Refunding Bonds, dated as of December 1, 2019, by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, is hereby approved, with such additions thereto and changes therein as the officer or officers executing the same deem necessary to cure any ambiguity or defect therein, to insert the offering price(s), interest rate(s), selling compensation, principal amount per maturity, redemption dates and prices and such other related terms and provisions as limited by Section 3 hereof, to conform any provisions therein to the Commitment Letter (as defined below) and to conform to any requirements of the Purchaser. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Fiscal Agent Agreement by one or more Authorized Officers.
5. Escrow Agreement. The refunding of the 2005 Bonds with the proceeds of the Refunding Bonds and other available moneys, in accordance with the provisions of the documents pursuant to which such 2005 Bonds were sold and delivered, and pursuant to the Escrow Agreement is hereby approved, and the form of Escrow Agreement by and between the City and The Bank of New York Mellon Trust Company, N.A., as escrow agent, in the form presented to this City Council at this meeting is hereby approved, with such additions thereto and changes therein as the officer or officers executing the same deem necessary. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Escrow Agreement by one or more Authorized Officers.
6. Placement Agent Agreement. The form of the Placement Agent Agreement between the City and the Placement Agent presented herewith is hereby approved and any one of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name of the City, to execute the Placement Agent Agreement substantially in the form approved, with such additions thereto and changes therein as the officer or officers executing the same deem necessary. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Placement Agent Agreement by one or more Authorized Officers.
7. Bid Request. The City Council hereby ratifies the distribution of the Bid Request.
8. Sale of Refunding Bonds. The sale of the Refunding Bonds to the Purchaser in conformance with the Purchaser's Term Sheet dated October 15, 2019 (the "Commitment Letter") is hereby ratified and approved subject to Section 3 above and each of the Authorized Officers is hereby authorized and directed to enter into and execute an agreement with the Purchaser relating to the purchase of the Refunding Bonds in form and substance satisfactory to Bond Counsel, the Municipal Advisor and the Placement Agent.
9. Refunding Bonds Prepared and Delivered. Upon the sale of the Refunding Bonds to the Purchaser, the Refunding Bonds shall be prepared, authenticated and delivered, all in accordance with the applicable terms of the Fiscal Agent Agreement, and each of the Authorized Officers is hereby authorized and directed to take such actions as are required under the Fiscal Agent Agreement or

the agreement with the Purchaser (if any) to complete all actions required to evidence the delivery of the Refunding Bonds upon the receipt of the purchase price thereof from the Purchaser.

10. Good Faith Estimates. The City Council acknowledges that the good faith estimates required by Section 5852.1 of the California Government Code are disclosed in the City Council agenda staff report with respect to the issuance of the Refunding Bonds and are available to the public at the meeting at which this Resolution is approved.
11. Actions. All actions heretofore taken by the officers and agents of the City with respect to the establishment of the Reassessment District and the sale and issuance of the Refunding Bonds, including but not limited to the distribution of the Bid Request and acceptance of the Commitment Letter, are hereby approved, confirmed and ratified, and the proper officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements, contracts, and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Refunding Bonds in accordance with this Resolution, the Fiscal Agent Agreement and any certificate, agreement, contract, and other document described in the documents herein approved.
12. Effective Date. This resolution shall take effect from and after its adoption.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the 12th day of November, 2019 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Romero, Mayor
Mayor

Attest:

Lori Martin, MMC
Administrative Services Director/City Clerk

RESOLUTION NO. 19-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES ADOPTING A REASSESSMENT REPORT, CONFIRMING AND ORDERING THE REASSESSMENT BY SUMMARY PROCEEDINGS AND AUTHORIZING AND DIRECTING RELATED ACTIONS

WHEREAS, the City Council (the “City Council”) of the City of Hercules (the “City”) has previously undertaken proceedings pursuant to the terms and provisions of the Municipal Improvement Act of 1913 (Division 12 of the Streets and Highways Code of the State of California) to form the City of Hercules Assessment District No. 2005-1 (John Muir Parkway) (the “Assessment District”), and confirm assessments on the parcels therein; and

WHEREAS, the City issued improvement bonds in the amount of \$6,550,345 known as the “City of Hercules Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds” (the “2005 Bonds”) in the manner provided in the Improvement Bond Act of 1915 (Division 10 of said Streets and Highways Code); and

WHEREAS, the outstanding 2005 Bonds are secured by the unpaid assessments on properties in the Assessment District; and

WHEREAS, the public interest requires the refunding of the 2005 Bonds and this City Council intends to accomplish the refunding through the levy of reassessments and the issuance of the Refunding Bonds (as defined below) upon the security thereof; and

WHEREAS, the City desires to provide for the issuance of refunding bonds (the “Refunding Bonds”) by the Reassessment District (as defined below) pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 of the California Streets and Highways Code (the “Refunding Act”), which Refunding Bonds shall refund the 2005 Bonds; and

WHEREAS, on November 12, 2019, this City Council adopted its “Resolution of the City Council of the City of Hercules Declaring its Intention to Levy Reassessments and to Issue Refunding Bonds” (the “Resolution of Intention”) in and for the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) (the “Reassessment District”), and therein directed the making and filing of a reassessment report (the “Report”) in writing, all in accordance with and pursuant to the Refunding Act; and

WHEREAS, the Report was duly made and filed, and duly considered by this City Council with the aid of City staff and found to be sufficient in every particular, and the Report shall stand for all subsequent proceedings under and pursuant to the Resolution of Intention.

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

1. Conditions Satisfied. Pursuant to Section 9525 of the Refunding Act, and based upon the Report, this City Council finds that all of the following conditions are satisfied:
 - (a) Each estimated annual installment of principal and interest on the reassessment as set forth in the Report is less than the corresponding annual installment of principal and interest on the

portion of the original assessment being superseded and supplanted as also set forth in the Report, by the same percentage for all subdivisions of land within the Reassessment District;

- (b) The number of years to maturity of all Refunding Bonds proposed to be issued is no more than the number of years to the last maturity of the 2005 Bonds; and
- (c) The principal amount of the reassessment on each subdivision of land within the Reassessment District is less than the unpaid principal amount of the portion of the original assessment being superseded and supplanted by the same percentage for each subdivision of land in the Reassessment District.

The reassessments, as set forth in the Report, shall not be deemed to be an assessment within the meaning of, and may be ordered without compliance with the procedural requirements of, Article XIID of the Constitution of the State of California.

- 2. Public Interest. The public interest, convenience and necessity require that the reassessment be made.
- 3. Boundaries Approved. All property specially benefited by the reassessments and to be included in the Reassessment District, and the exterior boundaries thereof, are as shown by the reassessment diagram thereof on file in the office of the City Clerk, which diagram is made a part hereof by reference thereto.
- 4. Report Approved. Pursuant to the findings hereinabove expressed with respect to Section 9525 of the Refunding Act, the conditions, and all of them are deemed satisfied, and the following elements of the Report are hereby finally approved and confirmed without further proceedings, including the conduct of a public hearing under the Refunding Act, to wit:
 - (a) a schedule setting forth the unpaid principal and interest on the 2005 Bonds to be refunded and the total amounts thereof (and assessments being continued);
 - (b) an estimate of the total principal amount of the reassessment and of the Refunding Bonds and the maximum interest rate thereon, together with an estimate of cost of the reassessment and of issuing the Refunding Bonds, including all costs of issuing the Refunding Bonds as defined in subdivision (a) of California Streets and Highways Code Section 9600;
 - (c) the auditor's record kept pursuant to Section 8682 of the California Streets and Highways Code showing the schedule of principal installments and interest on all unpaid original assessments and the total amounts thereof;
 - (d) the estimated amount of each reassessment, identified by reassessment number corresponding to the reassessment number of the reassessment diagram, together with a proposed auditor's record for the reassessment prepared in the manner described in Section 8682 the California Streets and Highways Code; and
 - (e) a reassessment diagram showing the Reassessment District and the boundaries and dimensions of the subdivisions of land therein and assigning a separate number to each such subdivision of land, including each separate condominium interest as defined in Section 783 of the California Civil Code.

Final adoption and approval of the Report as a whole, estimate of the costs and expenses, the reassessment diagram and the reassessment, as contained in the Report, as hereinabove determined and ordered, is intended to and shall refer and apply to the Report, or any portion thereof, as amended, modified, revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this City Council.

5. Reassessment Levied; Assessments Continued. The reassessment, including all costs and expenses thereof, is hereby approved, confirmed and levied. Pursuant to the provisions of the Refunding Act, reference is hereby made to the Resolution of Intention for further particulars. The reassessment shall be reduced in the event that City staff determines that to do so is necessary and advisable to further the purposes of this Resolution, and, if such determination is made, City staff is hereby authorized and directed to record said reduced reassessment in the manner set forth in Section 8 hereof, and to take any further actions required to finalize said reduction, without further action of the City Council.
6. Actions Directed. The City Clerk and other appropriate officer or officers of the City are hereby authorized and directed to carry out the following, including the payment of any and all fees required by law in connection therewith:
 - (a) Deliver the reassessment to the official of the City who is its Superintendent of Streets, together with the reassessment diagram, as approved and confirmed by this City Council, with a certificate of such confirmation and of the date thereof, executed by the City Clerk, attached thereto. The Superintendent of Streets shall record each of the reassessments and the reassessment diagram in a suitable book to be kept for that purpose, and append thereto a certificate of the date of such recording, and such recordation shall be and constitute the applicable reassessment roll herein.
 - (b) File and record, respectively, the reassessment diagram and a notice of reassessment in substantially the form specified by Section 3114 of the California Streets and Highways Code and executed by the City Clerk in the office of the County Recorder of the County of Contra Costa (the "County").
 - (c) Provide a copy of this resolution to the Auditor of the County at the time of the delivery of the debt service records for the refunding bonds secured by the reassessments.

From the date of recording of the notice of reassessment, all persons shall be deemed to have notice of the contents of such reassessment, and each reassessment shall thereupon be a lien upon the subdivision of land against which it is made and shall supersede and supplant the assessment confirmed and levied in 2020 with respect to the 2005 Bonds, other than the unpaid installments as described in Section 9538 of the Refunding Act.

The appropriate officer or officers of the City are hereby authorized to pay any and all fees required by law in connecting with the above.

7. Levy of Reassessments. The Finance Director shall keep the record showing the several installments of principal and interest on the reassessments which are to be collected each year during the term of the Refunding Bonds. An annual apportionment of each reassessment, together with annual interest on said reassessment, shall be payable in the same manner and at the same time and in the same installments as the general property taxes and shall be payable and become

delinquent at the same time and in the same proportionate amount; provided that any reassessments on possessory interests shall be collected on the unsecured tax roll and shall be payable and become delinquent at the same time as other taxes levied on said unsecured roll. Each year the annual installments shall be submitted to the County Auditor-Controller for purposes of collection, and the County Auditor-Controller shall, at the close of the tax collecting period, promptly render to the Finance Director a detailed report showing the amount of such installments, interest, penalties and percentages so collected.

8. Revision of the Report. The City Manager or the Finance Director are each hereby authorized and directed (a) to revise the Report to reduce the applicable reassessments, as confirmed pursuant to Section 6 hereof, if and to the extent necessary so that the aggregate amount thereof does not exceed the initial principal amount of the Refunding Bonds, (b) to amend the reassessment and reassessment diagram to reflect such reductions, and (c) to promptly record the reassessment, together with the reassessment diagram, as so amended, in the office of the person acting as the Superintendent of Streets of the City. Immediately thereafter, a copy of the reassessment diagram, as so amended, shall be filed in the office of the County Recorder and a Notice of Reassessment, referring to the reassessment diagram, shall be recorded in the office of the County Recorder, all pursuant to the provisions of Division 4.5 of the California Streets and Highways Code.
9. Effective Date. This resolution shall take effect from and after its adoption.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the 12th day of November, 2019 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Romero, Mayor
Mayor

Attest:

Lori Martin, MMC
Administrative Services Director/City Clerk

FISCAL AGENT AGREEMENT

By and Between

CITY OF HERCULES

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent**

Relating to

\$_____

**CITY OF HERCULES
REASSESSMENT DISTRICT NO. 2005-1 (JOHN MUIR PARKWAY)
LIMITED OBLIGATION IMPROVEMENT BONDS
SERIES 2019**

Dated as of December 1, 2019

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FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement, dated as of December 1, 2019 (the “Agreement”), is made and entered into by the City of Hercules (the “City”), a general law city established and existing under the Constitution and laws of the State of California (the “State”), and The Bank Of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America (the “Fiscal Agent”) in connection with the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) (the “Reassessment District”).

WITNESSETH:

WHEREAS, the City Council of the City (the “City Council”) has taken proceedings under the Refunding Act of 1984 for 1915 Improvement Act Bonds pursuant to Division 11.5 of the California Streets and Highways Code (the “1984 Act”), for the formation of the Reassessment District and has confirmed a reassessment, which reassessment and a related diagram were recorded with the Superintendent of Streets (as defined herein), and a notice of reassessment, as prescribed in Section 3114 of the Code, has been recorded with the County Recorder of the County of Contra Costa, whereupon the assessment is attached as a lien upon the property assessed within the Reassessment District as provided in Section 3115 of the California Streets and Highways Code; and

WHEREAS, it is necessary and desirable that the City sell bonds (the “Bonds”) pursuant to the 1984 Act to refund the City’s outstanding Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds (the “2005 Bonds”); and

In consideration of the mutual covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. Unless the context otherwise requires, the following terms shall have the following meanings:

“Administrative Expense Fund” means the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Administrative Expense Fund established with the Treasurer.

“Administrative Expense Requirement” means an amount, not in excess of the aggregate maximum annual assessment for Administrative Expenses permitted to be levied within the Reassessment District as set forth in the Engineer’s Report, to be specified each year by the Treasurer to be used for Administrative Expenses.

“Administrative Expenses” means the ordinary and necessary fees and expenses for determination of the Reassessment and administering the levy and collection of the Reassessment and servicing, calling and redeeming the Bonds, including any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel and any fees or expenses for which it is entitled to receive reimbursement pursuant to Section 1204), the expenses of the City in carrying out its duties hereunder (including, but not limited to, annual audits and costs incurred in the levying and collection of the Reassessment) including the fees and expenses of its counsel, fees or expenses

for which it is entitled to receive reimbursement pursuant to Section 1204, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder and, in the case of the City, in any way related to the administration of the Reassessment District.

“Agreement” means this Fiscal Agent Agreement, as amended or supplemented pursuant to the terms hereof.

“Authorized Investments” means (1) Federal Securities; (2) an Investment Agreement, acceptable to, and approved in writing by, the Treasurer; (3) taxable government money market portfolios rated in one of the two highest rating categories by Standard & Poor’s Rating Services restricted to obligations with average maturities of one year or less, insured or fully guaranteed as to the principal and interest thereon by the full faith and credit of the United States of America or by repurchase agreements collateralized by such obligations including money market funds for which the Fiscal Agent and affiliates receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise; (4) tax-exempt obligations, including tax exempt money market funds, rated at least “A” or higher by Standard & Poor’s Rating Services and Moody’s Investors Service for which the Fiscal Agent and affiliates receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise; (5) commercial paper of “prime” quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody’s Investors Service and Standard & Poor’s Rating Services, limited to issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an “A” or higher rating for such corporation’s debt, other than commercial paper, as provided for by Moody’s Investors Service and Standard & Poor’s Rating Services and which may not exceed 180 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation; (6) notes, bonds or other obligations which are at all times secured by a perfected first security interest in securities of the types listed by Section 53651 of the California Government Code as eligible securities for the purpose of securing local agency deposits or which are listed as an Authorized Investment under any of the clauses (1) through (5) of this definition (except those described in this clause (6)) and which have a market value, determined at least weekly, at least equal to 102% of the amount of principal and accrued interest on such obligation, which shall be placed by delivery into the custody of a trust company or the trust department of a bank which is not affiliated with the issuer of the secured obligation and which bank shall be responsible for making any market value determinations, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted; (7) The State of California Local Agency Investment Fund; (8) deposit accounts (including those of the Fiscal Agent or its affiliates) fully insured by the Federal Deposit Insurance Corporation or with institutions rated in one of the two highest rating categories by Moody’s Investors Service or Standard & Poor’s Rating Services; (9) repurchase agreements secured by Federal Securities; (10) the County of Contra Costa Pooled Investment Fund; and (11) any other investment in which funds of the City may be legally invested.

“Authorized Representative of the City” means the Mayor, the City Manager, the Finance Director, Treasurer, Administrative Services Director, or the City Clerk, or any acting, interim or deputy Mayor, City Manager, Finance Director, Treasurer, Administrative Services Director or City Clerk, or any other person or persons designated by the City Council of the City and authorized to act on behalf of the City by a written certificate signed on behalf of the City by the City Manager and containing the specimen signature of each such person.

“Bond Counsel” means Stradling Yocca Carlson & Rauth, a Professional Corporation, or another attorney or a firm of attorneys, selected by the City, of nationally recognized standing in matters pertaining to the tax treatment of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Register” means the books which the Fiscal Agent shall keep or cause to be kept pursuant to Section 304, on which the registration and transfer of the Bonds shall be recorded.

“Bond Year” means the one year period or shorter period ending each year on September 2, or such other date as may be specified by the City in the Tax Certificate.

“Bondowner” or “Owner” means the person or persons in whose name or names any Bond is registered as shown on the Bond Register. The initial Bondowner is Opus Bank, a California commercial bank, and its successors and assigns.

“Bonds” means the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds, Series 2019, issued pursuant to the Resolution of Issuance and this Agreement.

“Bond Proceeds Fund” means the fund established pursuant to Section 501.

“Business Day” means a day which is not a Saturday, a Sunday, or any day on which the Fiscal Agent is not open for business.

“City” means City of Hercules, a general law city existing under the Constitution and laws of the State of California.

“City Clerk” means the City Clerk of the City and his or her designee.

“City Council” means the City Council of the City of Hercules.

“Closing Date” means the date of delivery of the Bonds by the City and payment therefor by the original purchaser thereof.

“Code” means the Internal Revenue Code of 1986, as amended.

“County” means the County of Contra Costa.

“Costs of Issuance Fund” means the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Costs of Issuance Fund established with the Fiscal Agent pursuant to Section 501 hereof.

“Escrow Fund” means the escrow fund established under the Escrow Agreement, dated as of December 1, 2019, by and between the City and The Bank of New York Mellon Trust Company, N.A., as escrow agent.

“Engineer’s Report” means the report concerning the Reassessment District prepared by Francisco & Associates, Inc., as approved by the City on November 12, 2019 and on file with the City Clerk.

“Federal Securities” means, subject to applicable law, United States Treasury notes, bonds, bills or certificates of indebtedness, including United States Treasury Obligations, State and Local Government Series (“SLGS”) or other direct obligations issued by the United States Treasury for which the faith and credit of the United States are pledged for the payment of principal and interest; and obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank Board, the Tennessee Valley Authority, or other federal agencies or United States Government-sponsored enterprises.

“Fiscal Agent” means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, or any other bank, association, or trust company which may at any time be substituted in its place as provided in Sections 902 and 903 and any successor thereto.

“Fiscal Year” means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its Fiscal Year in accordance with applicable law.

“Independent Municipal Advisor” means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the City and who, or each of whom:

- (1) is in fact independent and not under the domination of the City;
- (2) does not have any substantial interest, direct or indirect, with the City; and
- (3) is not connected with the City as a member, officer or employee of the City, but who may be regularly retained to make annual or other reports to the City.

“Interest Payment Date” means each March 2 and September 2, commencing September 2, 2020.

“Investment Agreement” means one or more agreements entered into between the Fiscal Agent, for the benefit of the City, and an entity or entities whose long term uninsured, unsecured and unguaranteed debt or claims-paying ability is rated as of the date of the Investment Agreement in either of the two highest categories (without regard to gradations of plus and minus within such categories) by Standard & Poor’s Rating Services or Moody’s Investors Service, or an agreement between the Fiscal Agent, for the benefit of the City, and an entity which is rated as of the date of the Investment Agreement in either of the two highest categories (without regard to gradations of plus and minus within such categories) by Standard & Poor’s Rating Services or Moody’s Investors Service.

“Maximum Annual Debt Service” means the maximum sum obtained for any Bond Year prior to the final maturity of the Bonds by adding the following for each Bond Year: (1) the principal amount of all Outstanding Bonds payable in such Bond Year either at maturity or pursuant to a sinking fund payment; and (2) the interest payable on the aggregate principal amount of all Bonds Outstanding in such Bond Year if the Bonds are retired as scheduled.

“1913 Act” means the Municipal Improvement Act of 1913, being Division 12 (commencing with Section 10000) of the California Streets and Highways Code.

“1915 Act” means the Improvement Bond Act of 1915, being Division 10 (commencing with Section 8500) of the California Streets and Highways Code.

“1984 Act” means the Refunding Improvement Act of 1984 for 1915 Improvement Act Bonds, being Division 11.5 (commencing with Section 9500) of the California Streets and Highways Code.

“Nonpurpose Investment” means Authorized Investments described as Nonpurpose Investments in the Tax Certificate.

“Notice of Reassessment” means the Notice of Reassessment recorded in the Office of the County Recorder of the County of Contra Costa in accordance with Section 3114 of the California Streets and Highways Code.

“Outstanding Bonds” or “Outstanding” means all Bonds theretofore issued by the City, except:

(1) Bonds theretofore canceled or surrendered for cancellation in accordance with Section 1201 hereof;

(2) Bonds for the payment or redemption of which moneys shall have been deposited in trust (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in this Agreement;

(3) Bonds paid or defeased pursuant to Sections 1101 hereof; and

(4) Bonds which have been surrendered to the Fiscal Agent for transfer or exchange pursuant to Section 303 hereof or for which a replacement has been issued pursuant to Section 305 hereof.

“Reassessment” or “Reassessments” means, collectively, (a) the unpaid special assessments levied in fiscal year 2019-20 under the 1915 Act and Resolution No. 05-010 adopted by the City Council on June 28, 2005, within the Assessment District No. 2005-1 (John Muir Parkway), and (b) the special reassessments levied in the Reassessment District in accordance with the 1984 Act and the Resolution Levying Reassessment, together with the net proceeds derived from any foreclosure proceedings and interest and penalties thereon, but exclusive of any assessments levied to pay Administrative Expenses.

“Reassessment District” means the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway).

“Reassessment Fund” means the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Reassessment Fund established with the Fiscal Agent pursuant to Section 501 hereof.

“Reassessment Installment” means the annual portion of the Reassessment levied to pay the principal of and interest on the Bonds which does not include assessments levied by the City to pay Administrative Expenses.

“Rebate Fund” means the fund by that name established pursuant to Section 501 hereof in which there are established the accounts described in Section 501 hereof.

“Rebate Regulations” means any final, temporary or proposed Regulations promulgated under Section 148(f) of the Code.

“Rebate Requirement” has the meaning ascribed to it in the Tax Certificate.

“Record Date” means the sixteenth day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

“Redemption Fund” means the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Redemption Fund established with the Fiscal Agent pursuant to Section 501 hereof.

“Reserve Fund” means the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Reserve Fund established with the Fiscal Agent pursuant to Section 501 hereof.

“Reserve Requirement” means initially \$_____, and as of any date thereafter, means the amount calculated to be equal to 25% of Maximum Annual Debt Service.

“Resolution Levying Reassessment” means Resolution No. _____ adopted by the City Council on November 12, 2019, confirming the levy of Reassessments in accordance with the Engineer’s Report presented at such meeting.

“Resolution of Intention” means Resolution No. _____, adopted by the City Council of the City on November 12, 2019, stating the City’s intention, among other things, to issue the Bonds.

“Resolution of Issuance” means Resolution No. _____, adopted by the City Council of the City on November 12, 2019, authorizing the issuance of the Bonds and approving the terms and provisions of this Agreement.

“Six-Month Period” means the period of time beginning on the Closing Date of the Bonds, as applicable, and ending six consecutive months thereafter, and each six-month period thereafter until the latest maturity date of the Bonds (and any obligations that refund an issue of the Bonds).

“Superintendent of Streets” means the City Manager of the City, or his or her designee.

“Supplemental Fiscal Agent Agreement” or “Supplement” means any supplemental agreement amending or supplementing this Agreement.

“Tax Certificate” means the Tax Certificate delivered by the City upon the issuance of the Bonds.

“Treasurer” means the Director of Administrative Services, or his or her designee.

“Yield on the Bonds” has the meaning as described in the Tax Certificate.

“2005 Bonds” means the City of Hercules Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds.

Section 102. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural, and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Section 103. Equality of Bonds; Pledge of Reassessments; No Obligation to Cure Deficiency. Pursuant to the 1984 Act and this Agreement, the Bonds are equally secured by a first pledge of and shall be equally payable from the Reassessments without priority for number, issue date, date of sale, date of execution or date of delivery, and the payment of the interest on and principal of the Bonds and any premiums upon the redemption thereof are equally secured by a first pledge of and shall be exclusively paid from the Reassessments and moneys on deposit in the Reassessment Fund, Redemption Fund and the Reserve Fund which are hereby set aside for and irrevocably pledged solely for the payment of the Bonds. The Reassessments, the amounts in the foregoing funds, and any interest earned on such funds shall constitute a trust fund held by the Fiscal Agent for the benefit of the Owner of the Bonds to be applied to the payment of the interest on, premium, if any, and principal of the Bonds and so long as any of the Bonds remain Outstanding and shall not be used for any other purpose, except as permitted by the 1984 Act, this Agreement or any Supplemental Fiscal Agent Agreement.

Nothing in this Agreement or any Supplemental Fiscal Agent Agreement shall preclude the redemption prior to maturity of any Bonds subject to call and redemption and payment of said Bonds from proceeds of refunding bonds.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

Section 201. Reassessments. The Reassessments remaining unpaid, and the aggregate principal amount thereof, have been determined by the Treasurer and the Treasurer has filed a list of said Reassessments in the office of the Superintendent of Streets. For a particular description of the lots or parcels of land bearing the respective assessment numbers set forth in said unpaid list and upon which Reassessments remain unpaid, reference is hereby made to the Notice of Reassessment.

Collection of the remaining Reassessments shall cease in the event sufficient moneys are available to redeem the Bonds as provided in Section 505.

Section 202. Type and Nature of Bonds; Limited Liability. Notwithstanding anything contained herein, in the Bonds, in the 1984 Act, any other provision of law, or in any of the resolutions adopted in connection with the proceedings for the Reassessment District to the contrary, all Bonds authorized pursuant to this Agreement shall be a special obligation of the City, and the City shall not under any circumstances (including, without limitation, after any installment of principal or interest of any Reassessment levied on any lot or parcel in the Reassessment District becomes delinquent or after the City acquires title to any such lot or parcel whether through foreclosure or otherwise) be obligated to pay principal, premium, if any, or interest on the Bonds from any source whatsoever other than the Redemption Fund (including any transfers thereto from the Reassessment Fund and Reserve Fund).

Neither the City, the City Council, the officers or employees of the City, any person or entity acting for or on behalf of the City in connection with the issuance of the Bonds or in connection with the formation or operation of the Reassessment District, nor any persons executing the Bonds, shall be liable personally on the Bonds or be subject to any personal liability for the Bonds or any personal liability or accountability whatsoever by reason of or in connection with the issuance of the Bonds or by reason of any act or acts or the failure or omission to take any act or acts (including, without limitation, a negligent act or omission) in connection with or related to the formation or operation of the Reassessment District.

Section 203. Authorization and Purpose of Bonds. The Bonds shall be designated “City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds, Series 2019” and shall be issued by the City under and pursuant to the 1984 Act and under and pursuant hereto in the aggregate principal amount equal to the aggregate amount of the unpaid principal portion of the Reassessments (as of the Closing Date, \$_____). The designation of the Bonds shall include, in addition to the name “City of Hercules Reassessment District No. 2005-1 (John Muir Parkway), Limited Obligation Improvement Bonds, Series 2019,” such further appropriate particular designation added to or incorporated in the title for the Bonds as the City may determine or as shall be required by the 1984 Act; and each Bond shall bear upon its face the designation so determined. The Bonds may contain or have endorsed thereon such other descriptive provisions, specifications and words not inconsistent with the provisions hereof as may be desirable or necessary to comply with custom or the rules of any securities exchange or commission or brokerage board or otherwise as may be determined by the City prior to the delivery thereof.

The primary purpose for which the Bonds are to be issued is to provide funds to refinance the cost of the projects financed from proceeds of the 2005 Bonds, by refinancing the 2005 Bonds.

ARTICLE III

TERMS AND PROVISIONS OF BONDS

Section 301. Terms of Bonds.

(a) The interest on and principal of and redemption premiums, if any, on the Bonds shall be payable by the City in lawful money of the United States of America at the corporate trust office of the Fiscal Agent designated by the Fiscal Agent. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) One Bond maturing on September 2, 2035 shall be initially issued in the form of a single certificated fully registered Bond, and the ownership of such Bond shall be registered in the Bond Register in the name of Bondowner in the amount of \$_____.

(c) The City and the Fiscal Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Fiscal Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Owner or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, and

interest on the Bonds to the extent of the sum or sums so paid. No person other than the Owner shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Agreement.

(d) Each Bond shall bear interest from the Interest Payment Date next preceding its date of authentication and registration, unless (i) its date of authentication is after a Record Date and on or before the immediately succeeding Interest Payment Date, in which event the Bond shall bear interest from such Interest Payment Date or (ii) its date of authentication is before the close of business on the first Record Date, in which event the Bond shall bear interest from its dated date; provided, that if at the time of authentication of any Bond interest is then in default on the Outstanding Bonds, such Bonds shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds.

Payment of interest on the Bonds due on or before the maturity or prior redemption thereof shall be made only to the person whose name appears in the Bond Register as the registered Owner thereof at the close of business on the Record Date, such interest to be paid by check mailed by first class mail on the Interest Payment Date to such registered Owner at his address as it appears on such books or at such other address as he may have filed with the Fiscal Agent for that purpose; provided, however, that upon written request of such registered Owner to the Fiscal Agent at least 15 days prior to an Interest Payment Date, such payment may be made by wire transfer to an account within the United States designated by such Owner. Payment of the principal of and redemption premiums, if any, on the Bonds shall be made by check only to the person whose name appears in the Bond Register as the registered Owner thereof. Payment upon final maturity shall be made upon the surrender of the Bonds at the corporate trust office of the Fiscal Agent; payments of principal and interest upon redemption and sinking fund payments shall be paid without presentment or surrender of the Bonds.

Notwithstanding anything herein to the contrary, so long as the Bonds are owned by Opus Bank, (i) the Fiscal Agent shall pay principal of and interest and redemption premium, if any, on the Bonds when due by wire transfer in immediately available funds to Opus Bank in accordance with such wire transfer instructions as shall be filed by Opus Bank with the Fiscal Agent from time to time, (ii) payments of principal on the Bonds shall be made without the requirement for presentation and surrender to Opus Bank, provided that principal which is payable at maturity shall be made only upon presentation and surrender at the principal office of the Fiscal Agent, and (iii) the Fiscal Agent shall not be required to give notice to Opus Bank of the sinking fund payments described in Section 401(c).

(e) The Bonds shall recite, in substance, that the interest on and principal of and redemption premiums, if any, on the Bonds are payable solely from the levy of the Reassessments, that the Bonds are limited obligations of the City and that the City will not obligate itself to advance available funds from its treasury to cure any deficiency in the Redemption Fund.

(f) From and after the issuance of the Bonds, the findings and determinations of the City Council shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of such Bonds is at issue; and no bona fide purchaser of any of such Bonds shall be required to independently establish the existence of any fact or the performance of any condition or the taking of any proceeding required prior to such issuance or the application of the purchase price paid for such Bonds. The recital contained in the Bonds that the Bonds are issued under and pursuant to the 1984 Act and under and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance and all Bonds shall be incontestable from and after their issuance. Bonds shall be deemed to be issued, within the meaning hereof,

whenever the definitive Bonds (or any temporary Bonds exchangeable therefor) have been delivered to the purchaser thereof and the purchase price thereof received.

Section 302. Execution and Authentication. The Bonds shall be signed on behalf of the City by the manual or facsimile signature of the Treasurer of the City and by the manual or facsimile signature of the City Clerk in their capacities as officers of the City, and the seal of the City (or a facsimile thereof) may be impressed, imprinted, engraved or otherwise reproduced thereon, and attested by the signature of the City Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed have been authenticated and delivered by the Fiscal Agent (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bonds shall nevertheless be valid and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office.

Only such Bonds as shall bear thereon such certificate of authentication in the form set forth in Section 604 hereof shall be entitled to any right or benefit under this Agreement, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been manually executed by the Fiscal Agent.

Section 303. Registration, Exchange or Transfer. The registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the aforesaid corporate trust office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form acceptable to the Fiscal Agent and duly executed by the Bondowner or his or her duly authorized attorney. **Notwithstanding the foregoing, a Bondowner may only transfer the Bonds so long as all Outstanding Bonds are transferred together to a new Bondowner who has delivered a Purchaser Letter (in the form attached as Exhibit B hereto) to the City.** Pursuant to Section 602, the Bonds are issuable only in a denomination equal to the total outstanding principal amount thereof. Thereafter, the Bonds are transferable in such single denomination, and therefore only a single certificated Bond is expected to be outstanding at any time.

Prior to any transfer of the Bonds, the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information.

Bonds may be exchanged at the aforesaid corporate trust office of the Fiscal Agent for a like aggregate principal amount of Bonds. The Fiscal Agent will not charge the Owner for any new Bond issued upon any exchange or transfer, but shall require the Owner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. The cost of printing any Bonds and any services rendered or any expenses incurred by the Fiscal Agent in connection with any exchange or transfer shall be paid by the City as Administrative Expenses. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond for a like aggregate principal amount; provided, that the Fiscal Agent shall not be required to register transfers or make exchanges of Bonds (a) 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, or (b) with respect to a Bond after such Bond has been selected for redemption.

Section 304. Bond Register. The Fiscal Agent will keep or cause to be kept, at its corporate trust office, sufficient books for the registration and transfer of the Bonds which shall at all times during regular business hours upon reasonable prior notice be open to inspection by the City; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be transferred on said Bond Register, Bonds as herein provided.

The City and the Fiscal Agent may treat the Owner of any Bond whose name appears on the Bond Register as the absolute Owner of such Bond for any and all purposes, and the City and the Fiscal Agent shall not be affected by any notice to the contrary. The City and the Fiscal Agent may rely on the address of the Owner as it appears in the Bond Register for any and all purposes. It shall be the duty of the Bondowner to give written notice to the Fiscal Agent of any change in the Owner's address so that the Bond Register may be revised accordingly.

Section 305. Mutilated, Lost, Destroyed or Stolen Bonds. If a Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be handled in accordance with Section 1201 of this Agreement. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent; and, if such evidence is satisfactory to the Fiscal Agent and, if indemnity satisfactory to the Fiscal Agent shall be given, the City, at the expense of the Bondowner, shall execute and the Fiscal Agent shall authenticate and deliver, a new Bond dated as such Fiscal Agent shall determine in lieu of and in substitution for the Bond so lost, destroyed or stolen. Any Bond issued in lieu of any Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds issued hereunder. The Fiscal Agent shall not treat both the original Bond and any replacement Bond as being Outstanding Bonds for the purpose of determining the principal amount of Bonds which may be executed, authenticated and delivered or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement bond shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond to replace a Bond which has been mutilated, lost, destroyed or stolen, and which has matured or is about to mature, the Fiscal Agent may make payment with respect to such Bond upon receipt of indemnity satisfactory to it and the City.

Section 306. Form of Bonds; Temporary Bonds. At the option of the City, the definitive Bonds may be typewritten, and the Bonds and the certificate of authentication shall be substantially in the form provided in Section 604.

Until definitive Bonds shall be prepared, the City may cause to be executed and delivered, in lieu of such definitive Bonds, temporary Bonds in typed, written, printed, lithographed or engraved form and in fully registered form, subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds, except that they may be in any denominations authorized by the City. Until exchanged for definitive Bonds, any temporary Bonds shall be entitled and subject to the same benefits and provisions of this Agreement as definitive Bonds. If the City issues temporary Bonds, it will execute and furnish definitive Bonds without unnecessary delay and thereupon any temporary Bond may be surrendered to the Fiscal Agent at the aforesaid office, without expense to the Owner, in exchange for a definitive Bond of the same maturity, interest rate and principal amount in any authorized denomination. All temporary Bonds so surrendered shall be canceled by the Fiscal Agent and shall not be reissued.

ARTICLE IV

REDEMPTION OF BONDS

Section 401. Provisions for the Redemption of Bonds.

(a) Mandatory Redemption from Reassessment Prepayments. Whenever, as of an Interest Payment Date, there are sufficient funds in the Prepayment Account of the Redemption Fund from the proceeds of prepayments of Reassessments, the Bonds shall be called for redemption, in full or in part, as provided in Part 11.1 of the 1915 Act. The Bonds, or any portion of the principal thereof, may be redeemed and paid in advance of maturity on any Interest Payment Date by giving notice to the Owner thereof as provided in Section 402 below, a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption, without premium.

(b) Optional Redemption of Bonds. The Bonds are subject to redemption prior to their stated maturity date in whole but not in part on any Interest Payment Date on or after September 2, 2029, as selected by the City, from any source of funds other than prepayment of Reassessments, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium.

(c) Mandatory Sinking Fund Redemption of Bonds. The Bonds shall be subject to mandatory sinking fund redemption prior to maturity, in part, on September 2, 2020, and on each September 2 thereafter, from sinking fund payments, at a redemption price equal to the principal amount of Bonds to be redeemed, together with accrued interest to the date of redemption, without premium, as follows:

2033 Term Bond

<i>Redemption Date (September 2)</i>	<i>Redemption Amount</i>
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035 (maturity)	

In the event of prior redemption pursuant to Sections 4.01(a), the foregoing sinking fund payments shall be reduced pro rata and the City shall provide the Trustee with a revised sinking fund schedule.

Section 402. Notice of Redemption. When Bonds are to be called for redemption under Section 401, subdivisions (a) or (b), and the Fiscal Agent has received the required notice from the City at least forty (40) days (or such shorter period as shall be acceptable to the Fiscal Agent) prior to the redemption date, the Fiscal Agent shall give notice, in the name of the City, of the redemption of such Bonds. Such notice of redemption shall (a) state the date fixed for redemption and for surrender of the Bonds to be redeemed; (b) state the redemption price; (c) state the place or places where the Bonds are to be surrendered for redemption; and (d) in the case of Bonds to be redeemed only in part, state the portion of such Bond which is to be redeemed. Such notice shall further state that on the date fixed for redemption, there shall become due and payable on each Bond or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue and be payable. At least twenty (20) days but no more than sixty (60) days prior to the redemption date, the Fiscal Agent shall mail a copy of such notice, by registered or certified mail, postage prepaid, to the Owner at its address appearing on the Bond Register. The actual receipt by the Owner of any Bond of notice of such redemption shall not be a condition precedent thereto, and failure to receive such notice shall not affect the validity of the proceedings for the redemption of such Bonds, or the cessation of interest on the redemption date. A certificate by the Fiscal Agent that notice of such redemption has been given as herein provided shall be conclusive as against all parties.

A notice of redemption for a redemption pursuant to Section 401(b) above may be conditioned upon receipt by the City of sufficient funds to effect the redemption. If sufficient funds are not on deposit with the Fiscal Agent at least one day prior to the redemption date, the redemption shall not occur and the Bonds shall remain Outstanding hereunder. If any redemption is cancelled due to a lack of sufficient funds, the Fiscal Agent shall mail a notice to the Owner stating that such redemption was cancelled and did not occur.

Notice of redemption shall not be required prior or as a condition to sinking fund payments pursuant to Section 401(c).

Section 403. Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only pursuant to Section 401(a), the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the City, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds.

Section 404. Effect of Notice and Availability of Redemption Money. Notice of redemption having been duly given, as provided in Section 402, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(a) the Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Agreement, anything in this Agreement or in the Bonds to the contrary notwithstanding;

(b) the redemption price of such Bonds shall be paid to the Owner thereof;

(c) after the redemption date the Bonds or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or portions thereof shall cease to bear further interest; and

(d) after the date fixed for redemption no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Agreement, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

ARTICLE V

CREATION OF FUNDS AND ACCOUNTS; APPLICATION OF PROCEEDS AND ASSESSMENTS

Section 501. Funds and Accounts. There are hereby created and established the following funds and accounts, which funds and accounts the City agrees and covenants to maintain with the Fiscal Agent so long as any Bonds are Outstanding hereunder:

(a) the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Costs of Issuance Fund (the “Costs of Issuance Fund”);

(b) the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Reassessment Fund (the “Reassessment Fund”);

(c) the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Redemption Fund (the “Redemption Fund”), in which there shall be established and created a Principal Account, an Interest Account and a Prepayment Account, and the Redemption Fund shall initially consist solely of these accounts;

(d) the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Bond Proceeds Fund (the “Bond Proceeds Fund”);

(e) the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Reserve Fund (the “Reserve Fund”); and

(f) the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Rebate Fund (the “Rebate Fund”).

The City covenants and agrees to establish with the Treasurer the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Administrative Expense Fund (the “Administrative Expense Fund”).

Except for the Administrative Expense Fund, all moneys in the funds and accounts established hereunder shall be held by the Fiscal Agent for the benefit of the Bondowner (other than the Rebate Fund), shall be accounted for separately and apart from all other accounts, funds, money or other resources of the City held by the Fiscal Agent and shall be allocated, applied and disbursed solely to the uses and purposes hereinafter set forth in this Article.

The Fiscal Agent may establish such additional funds, accounts or subaccounts of the funds or accounts listed above as it deems necessary or prudent to further its duties pursuant to this Agreement

or any Supplemental Fiscal Agent Agreement and shall establish any additional funds, accounts or subaccounts which the City directs it to establish.

Section 502. Costs of Issuance Fund. The Fiscal Agent shall deposit into the Costs of Issuance Fund the amounts specified in Section 605. The Fiscal Agent shall pay the costs of issuing the Bonds, including without limitation the fees of Bond Counsel, Owner's counsel, Municipal Advisor, Placement Agent, and CDIAC fees, from the Costs of Issuance Fund as set forth in written requisitions submitted by an Authorized Representative of the City from time to time which requests shall be substantially in the form set forth in Exhibit A hereto. Each such written requisition of the City shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. At the direction of an Authorized Representative of the City or 90 days after the closing date, the Fiscal Agent shall transfer any remaining balance in the Costs of Issuance Fund for deposit in the Interest Account of the Redemption Fund and the Fiscal Agent shall close the Costs of Issuance Fund.

Section 503. Reassessment Fund. Upon receipt of Reassessment Installments, the Treasurer shall transfer the Reassessment Installments to the Fiscal Agent for deposit to the Reassessment Fund. On or prior to the first day of March and September of each year commencing September 1, 2020, the Fiscal Agent is to then transfer moneys on deposit in the Reassessment Fund in the amounts set forth in the following clauses, in the following order of priority, to:

- (a) the Interest Account of the Redemption Fund, an amount sufficient to make the Interest Payment on the next succeeding Interest Payment Date for the Bonds;
- (b) the Principal Account of the Redemption Fund, the amount needed to make the payment of principal due on the following September 2 on the Outstanding Bonds, including any mandatory sinking fund payments;
- (c) the Reserve Fund, the amount needed to restore the Reserve Fund to the Reserve Requirement; and
- (d) the Rebate Fund, the amount, if any, as specified in a written direction of the City.

Any moneys remaining in the Reassessment Fund after the deposits described above shall be transferred by the Fiscal Agent, at the written direction of an Authorized Representative of the City, and to the extent that there are sufficient moneys on deposit therein, to the Prepayment Account of the Redemption Fund to redeem Bonds as provided in Section 504. The City shall apply such amounts, as a credit against each of the unpaid Reassessments in amounts equal to each parcel's share or portion thereof, of the total amount of Reassessment.

Upon provision for payment or redemption of all Bonds and after payment of any amounts due to the Fiscal Agent, all moneys remaining in the Reassessment Fund shall be paid to the City.

Section 504. Redemption Fund. The principal of and interest on the Bonds until maturity shall be paid by the Fiscal Agent from the Redemption Fund. At the maturity of the Bonds, and after

all principal and interest then due on any Outstanding Bonds has been paid or provided for, moneys in the Redemption Fund shall be transferred to the Reassessment Fund.

(a) On or prior to the first day of March or September of each year, commencing September 1, 2020, the Fiscal Agent shall transfer to the Interest Account of the Redemption Fund from the Reassessment Fund an amount such that the balance in the Interest Account one day prior to each Interest Payment Date shall be equal to the installment of interest due on the Bonds on said Interest Payment Date. Moneys in the Interest Account shall be used for the payment of interest on the Bonds as the same becomes due.

(b) On or prior to the first day of September of each year, commencing September 1, 2020, the Fiscal Agent shall transfer to the Principal Account of the Redemption Fund from the Reassessment Fund an amount up to the principal payment due (including mandatory sinking fund payments) on the Bonds on the following September 2. Moneys in the Principal Account shall be used to pay the principal (including mandatory sinking fund payments) of the Bonds as the same become due.

(c) Any amounts remaining in the Redemption Fund, other than in the Prepayment Account, on September 15 of each year, after all principal (including mandatory sinking fund payments) and interest payments due on the prior September 2 have been paid, shall be transferred to the Reassessment Fund.

(d) Moneys set aside in the Prepayment Account of the Redemption Fund shall be used solely for the purpose of redeeming Bonds and shall be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds.

Upon receiving any prepayment of a Reassessment, the City shall transfer such prepayment to the Fiscal Agent for deposit in the Prepayment Account, which when coupled with the moneys transferred from the Reserve Fund pursuant to Section 506 to the Prepayment Account, shall be used to redeem Bonds pursuant to Section 401(a) on the next Interest Payment Date for which proper notice pursuant to Section 402 can be given by the Fiscal Agent. Upon receipt of written instructions from the City, the Fiscal Agent shall transfer that portion, if any, of the prepayment representing accrued interest owing on the Bonds to the Interest Account of the Redemption Fund and that portion representing principal (including mandatory sinking fund payments) and premium due on the Bonds on the next principal payment date to the Principal Account of the Redemption Fund. Money received from the City from funds other than the prepayment of Reassessments shall be deposited in the Prepayment Account and used to redeem Bonds as provided in Section 401(b) and (c) hereof, as applicable.

If, after all of the Bonds have been redeemed and canceled or paid and canceled, there are moneys remaining in any account of the Redemption Fund, said moneys shall be transferred to the Reassessment Fund.

Section 505. Bond Proceeds Fund. The Fiscal Agent shall establish the Bond Proceeds Fund. The Fiscal Agent shall keep the Bond Proceeds Fund separate and apart from all other funds and money held by it. The Fiscal Agent shall transfer the funds in the Bond Proceeds Fund as set forth in Section 605 and the written order of the Treasurer. Upon making such transfers, the Fiscal Agent shall close the Bond Proceeds Fund.

Section 506. Reserve Fund. The Fiscal Agent shall initially deposit into the Reserve Fund the amount specified in Section 605. Thereafter, the Fiscal Agent shall transfer sufficient funds from the Reassessment Fund as provided in Section 503 in order to maintain the Reserve Requirement in the Reserve Fund at all times.

Moneys in the Reserve Fund shall be used solely for the purpose of paying the principal (including mandatory sinking fund payments) of and interest on the Bonds when due in the event that the moneys in the Redemption Fund are insufficient therefor. The Fiscal Agent shall withdraw moneys as necessary from the Reserve Fund for deposit in the Redemption Fund on or before the first day of March and September of each year.

In the event a Reassessment is prepaid in whole or in part, the Reassessment being prepaid shall be reduced by the amount transferred from the Reserve Fund pursuant to this paragraph to the Prepayment Account of the Redemption Fund. The amount transferred shall be that portion of the balance then in the Reserve Fund equal to the proportion that the principal amount of the Reassessment prepaid bears to the total of all principal amounts of Reassessments remaining unpaid as of such date. The City shall notify, or shall cause the Fiscal Agent to be notified, of the amount to be transferred. Notwithstanding any provision of this Agreement, the amount to be transferred from the Reserve Fund may be utilized for redemption of the Bonds pursuant to Section 401(a) provided that in no event will moneys be transferred to accomplish such redemption in an amount that causes the Reserve Fund to drop below the Reserve Requirement subsequent to such redemption.

In the event that moneys comprising the Reserve Fund and the moneys in the Redemption Fund and the Reassessment Fund are sufficient to retire all of the Outstanding Bonds plus accrued interest thereon, such moneys in the Reserve Fund and the Reassessment Fund shall at the written direction of District be transferred to the Redemption Fund for the payment of the Bonds.

All amounts allocable to a particular parcel remaining in the Reserve Fund in the year in which the last Reassessment Installment with respect to such parcel becomes due and payable shall be credited toward said last Reassessment Installment due with respect to such parcel as set forth below:

On or about July 1 of each year, the City shall cause a calculation to be made of the amount then on deposit in the Reserve Fund anticipated to be transferred to the Redemption Fund on the immediately succeeding September 1 (in the then current calendar year), and the amount anticipated to be remaining on deposit in the Reserve Fund as of such September 1. With respect to such anticipated remainder, the City shall determine the portion thereof anticipated to be available for transfer to the Redemption Fund on September 1 in the next calendar year (as a result of the payment of the principal component of Reassessments in the next calendar year) and shall determine, with respect to those parcels which will be in their final year of Reassessment in the next calendar year, the portion of such amount anticipated to be available for transfer to the Redemption Fund allocable to each such parcel. Such allocation shall be made pro rata, and shall equal the proportion that the principal amount of the Reassessment payable with respect to a particular parcel bears to the total of all principal amounts of Reassessments to be paid in such calendar year. Those parcels which would otherwise be in their final year of Reassessment shall be afforded a credit against the Reassessment that would otherwise have been levied in such year (or a credit in an earlier year if reduction of the Reserve Fund results in funds being available for such purposes at an earlier date), such credit to be based on such parcel's pro rata portion of the moneys on deposit in the Reserve Fund anticipated to be available for transfer to the Redemption Fund on September 1 of the next calendar year, and such credit not in excess of such parcel's pro rata portion of the Reserve Fund (equal to the proportion that the

principal amount of the Reassessment payable with respect to such parcel bears to the total of all principal amounts of Reassessments remaining unpaid as of such date). The City shall then direct the Fiscal Agent, pursuant to a Written Request of the City, to transfer from the Reserve Fund to the Redemption Fund, the amount specified in such Written Request for such transfer, such transfer to occur on or about September 1 of the next succeeding calendar year (e.g., a report filed during July 2020, will specify the amount to be transferred on September 1, 2021 for payment of debt service of the Bonds on September 2, 2021).

Notwithstanding any provisions herein to the contrary, moneys in the Reserve Fund in excess of the Reserve Requirement shall be withdrawn from the Reserve Fund by the Fiscal Agent on each March 1 and September 1, and shall be transferred to the Reassessment Fund and shall be used as provided in Section 503.

Section 507. Rebate Fund.

(a) The Fiscal Agent shall establish, if and when needed, and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund and shall establish a separate Rebate Account and Alternative Penalty Account therein. All money at any time deposited in the Rebate Account or the Alternative Penalty Account of the Rebate Fund shall be held by the Fiscal Agent in trust, for payment to the United States Treasury. All amounts on deposit in the Rebate Fund with respect to the Bonds shall be governed by this Section 507 and the Tax Certificate, unless the City obtains an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest payments on the Bonds will not be adversely affected if such requirements are not satisfied. The Fiscal Agent shall be deemed conclusively to have complied with the provisions of this Section 507 and the Tax Certificate if it follows the Written Request of the City, including supplying all necessary information in the manner provided in the Tax Certificate, and except as otherwise expressly provided herein, shall not be required to take any actions hereunder in the absence of written directions by the City, and shall have no liability or responsibility to enforce compliance by the City with the terms of the Tax Certificate or this Section.

(i) Rebate Account. The following requirements shall be satisfied with respect to the Rebate Account:

(A) Computation. Within 55 days of the end of each fifth Bond Year, the City shall calculate or cause to be calculated the amount of rebatable arbitrage for the Bonds in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage described in the Tax Certificate (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the “1½% Penalty”) has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (the “Rebatable Arbitrage”). The City shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(B) Transfer. Within 55 days of the end of each Bond Year for which Rebatable Arbitrage must be calculated as required by the Tax Certificate, upon the written direction of an Authorized Representative of the City, an amount shall be deposited to each subaccount of the Rebate Account by the Fiscal Agent from any funds so designated by the City if and to the extent required, so that the balance in the Rebate Account shall equal the amount of Rebatable Arbitrage so

calculated by or on behalf of the City in accordance with (i)(A) above. In the event that immediately following any transfer required by the previous sentence, or the date on which the City determines that no transfer is required for such Bond Year, the amount then on deposit to the credit of the applicable subaccount of the Rebate Account exceeds the amount required to be on deposit therein, upon written instructions from an Authorized Representative of the City, the Fiscal Agent shall withdraw the excess from the Rebate Account and then credit the excess to the Reassessment Fund.

(C) Payment to the Treasury. The Fiscal Agent shall pay, as directed in writing by an Authorized Representative of the City, to the United States Treasury, out of amounts in the Rebate Account,

(1) Not later than 60 days after the end of (A) the fifth Bond Year for the Bonds, and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year for the Bonds, as applicable; and

(2) Not later than 60 days after the payment or redemption of all of the Bonds, as applicable, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Account, the amount in the Rebate Account is not sufficient to make such payment when such payment is due, the City shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this Subsection (a)(i)(C) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T prepared by the City, or shall be made in such other manner as provided under the Code.

(ii) Alternative Penalty Account.

(A) Six-Month Computation. If the 1½% Penalty has been elected for the Bonds, within 85 days of each particular Six-Month Period, the City shall determine or cause to be determined whether the 1½% Penalty is payable (and the amount of such penalty) as of the close of the applicable Six-Month Period. The City shall obtain expert advice in making such determinations.

(B) Six-Month Transfer. Within 85 days of the close of each Six-Month Period, the Fiscal Agent, at the written direction of an Authorized Representative of the City, shall deposit an amount in the Alternative Penalty Account from any source of funds held by the Fiscal Agent pursuant to this Agreement and designated by the City in such written directions or provided to it by the City, if and to the extent required, so that the balance in the Alternative Penalty Account equals the amount of 1½% Penalty due and payable to the United States Treasury determined as provided in Subsection (a)(ii)(A) above. In the event that immediately following any transfer provided for in the previous sentence, or the date on which the City determines that no transfer is required for such Bond Year, the amount then on deposit in the Alternative Penalty Account exceeds the amount required to be on deposit therein to make the payments required by Subsection (a)(ii)(C) below, the Fiscal Agent, at the written direction of an Authorized Representative of the City, may withdraw the excess from the Alternative Penalty Account and credit the excess to the Reassessment Fund.

(C) Payment to the Treasury. The Fiscal Agent shall pay, as directed in writing by an Authorized Representative of the City, to the United States Treasury, out of amounts in a subaccount of the Alternative Penalty Account, not later than 90 days after the close of each Six-Month Period the 1½% Penalty, if applicable and payable, computed with respect to the Bonds in accordance with Section 148(f)(4) of the Code. In the event that, prior to the time of any payment required to be made from the Alternative Penalty Account, the amount in the Alternative Penalty Account is not sufficient to make such payment when such payment is due, the City shall calculate the amount of such deficiency and direct the Fiscal Agent, in writing, to deposit an amount equal to such deficiency into the Alternative Penalty Account from any funds held by the Fiscal Agent pursuant to this Agreement and designated by the City in such written directions prior to the time such payment is due. Each payment required to be made pursuant to this Subsection (a)(ii)(C) shall be made to the Internal Revenue Service, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T prepared by the City or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Accounts of the Rebate Fund with respect to the Bonds after redemption and payment of such issue and after making the payments described in Subsection (a)(i)(C) or (a)(ii)(C) (whichever is applicable), may be withdrawn by the Fiscal Agent at the written direction of the City and utilized in any manner by the City.

(c) Survival of Defeasance and Final Payment. Notwithstanding anything in this Section or this Agreement to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance and final payment of the Bonds with respect to which an account has been created in the Rebate Fund.

(d) Amendment Without Consent of Owner. This Section 507 may be deleted or amended in any manner without the consent of the Owner, provided that prior to such event there is delivered to the City an opinion of Bond Counsel to the effect that such deletion or amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 508. Investments. Moneys held in any of the funds and accounts under this Agreement shall be invested at the written direction of an Authorized Representative of the City only in Authorized Investments which shall be deemed at all times to be a part of such funds and accounts. The Fiscal Agent shall provide monthly statements or reports of the principal balances and investment earnings thereon in each fund and account maintained by the Fiscal Agent hereunder.

Authorized Investments shall be purchased at such prices as directed by an Authorized Representative of the City in written directions delivered to the Fiscal Agent. The Fiscal Agent may conclusively reply upon the written instructions of the Authorized Representative as to both the suitability and legality of directed investments. Directions as to the purchase of all Authorized Investments shall be subject to the limitations hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by the Treasurer.

Moneys in all funds and accounts except for the Reserve Fund shall be invested in Authorized Investments maturing, or with respect to which payments of principal and interest are scheduled or otherwise payable, not later than the date on which the Treasurer has estimated that such moneys will be required by the Fiscal Agent for the purposes specified in this Agreement. Moneys in the Reserve Fund shall be invested in Authorized Investments, not less than 50% of which must mature within one year of the date of purchase and all of which must mature within two years of the date of purchase;

however, if an Authorized Investment may be sold at par on the Business Day prior to each Interest Payment Date, all or a portion of the amount of the Reserve Fund may be invested therein. Authorized Investments purchased under a repurchase agreement may be deemed to mature on the date or dates on which the Fiscal Agent may deliver such Authorized Investments for repurchase under such agreement.

All interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Agreement shall be retained therein, except as transfers from such funds or accounts are authorized in this Agreement. For investment purposes only, the Fiscal Agent may commingle the funds and accounts established hereunder, and administered by the Fiscal Agent, but shall account for each separately.

Notwithstanding anything to the contrary contained in this Section, an amount of interest received with respect to any Authorized Investment equal to the amount of accrued interest, if any, paid as part of the purchase price of such Authorized Investment shall be credited to the fund or account for the credit of which such Authorized Investment was acquired.

For the purpose of determining the amount in any fund or account other than the Reserve Fund, all Authorized Investments credited to such fund or account shall be valued at the lower of the cost or the market value thereof, exclusive of accrued interest. Amounts in the Reserve Fund shall be valued at their market value at least semi-annually on or before February 15 and August 15 (or more frequently as may be requested by the Treasurer, but in no event more often than monthly). In making any such valuation, the Fiscal Agent may utilize nationally recognized securities valuation or pricing services available to it through its accounting system. The Fiscal Agent may rely on such valuations and shall not be responsible for the accuracy thereof.

The Fiscal Agent, or any of its affiliates, may act as principal or agent in the making or disposing of any investment or as a sponsor, depository, manager for or advisor to any issuer of Authorized Investments. The Fiscal Agent shall sell, or present for redemption, any Authorized Investment so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Authorized Investment is credited, and, subject to the provisions of Section 904, the Fiscal Agent shall not be liable or responsible for any loss resulting from such investment, or any other investment made at the direction of the City or otherwise made in accordance with this Agreement.

In the absence of written investment direction from the Treasurer received at least two Business Days prior to the maturity of an Authorized Investment, the Fiscal Agent shall invest solely in Authorized Investments set forth in subsection (3) of the definition thereof; provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal Agent shall have received written direction from the Treasurer specifying a specific money market fund and, if no such written direction is so received, the Fiscal Agent shall hold such moneys uninvested.

The Fiscal Agent shall be entitled to rely conclusively upon the written instructions of the City directing investments in Authorized Investments as to the fact that each such investment is permitted by the laws of the State of California and is an Authorized Investment as required by this Agreement and shall not be required to make further investigation with respect thereto. With respect to any restrictions set forth in the list of Authorized Investments which embody legal conclusions (e.g., the existence, validity and perfection of security interests in collateral), the Fiscal Agent shall be entitled

to rely conclusively on an opinion of counsel or upon a representation of the provider of such Authorized Investment obtained at the City's expense.

Ratings of Authorized Investments referred to herein shall be determined at the time of purchase of such Authorized Investments and without regard to rating subcategories. The Fiscal Agent shall have no responsibility to monitor the ratings of Authorized Investments after the initial purchase of such Authorized Investments, or the responsibility to validate Authorized Investments the ratings of Authorized Investments prior to the initial purchase.

Except as specifically provided in this Agreement, the Fiscal Agent shall not be liable to pay interest on any moneys received by it, but shall be liable only to account to the City for earnings derived from funds that have been invested.

The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmation of security transactions to be effected by the Fiscal Agent hereunder as they occur. The City specifically waives the right to receive such notification to the extent permitted by applicable law and agrees that it will instead receive periodic cash transaction statements which include detail for the investment transactions effected by the Fiscal Agent hereunder; provided, however, that the City retains its right to receive brokerage confirmation on any investment transaction requested by the City.

ARTICLE VI

ISSUANCE OF BONDS

Section 601. Authorization and Designation of Bonds. The City has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines, that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by the 1984 Act, and that the City is now authorized, pursuant to each and every requirement of the 1984 Act and hereof, to issue the Bonds upon the security of the Reassessments in the aggregate principal amount and in the form and manner provided herein, which Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

Section 602. Denominations of Bonds. The Bonds shall be issued as a fully registered Bond initially in a single denomination of \$_____ and thereafter in a single denomination reflecting the outstanding principal amount of the Bonds.

Section 603. Interest Rate and Maturity. The Bonds shall be dated their Closing Date, and shall mature on September 2, 2035, and shall bear interest at 2.27% per annum, payable on each Interest Payment Date.

Section 604. Form of Bonds. The Bonds shall be in substantially the following form, the blanks to be filled in with appropriate words and figures, conforming to the terms of this Agreement:

[FORM OF BOND]

R-__

\$_____

THE REGISTERED OWNER OF THIS BOND ACKNOWLEDGES AND AGREES THAT THIS BOND MAY ONLY BE TRANSFERRED UPON SATISFACTION OF THE REQUIREMENTS IN THE FISCAL AGENT AGREEMENT, INCLUDING THE DELIVERY TO THE FISCAL AGENT OF A PURCHASER LETTER IN THE FORM REQUIRED BY THE FISCAL AGENT AGREEMENT. ANY TRANSFER OF THIS BOND IN VIOLATION OF THE TRANSFER RESTRICTIONS CONTAINED IN THE FISCAL AGENT AGREEMENT SHALL BE VOID AND OF NO EFFECT.

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA**

**CITY OF HERCULES
REASSESSMENT DISTRICT NO. 2005-1 (JOHN MUIR PARKWAY)
LIMITED OBLIGATION IMPROVEMENT BONDS
SERIES 2019**

<i>INTEREST RATE</i>	<i>MATURITY DATE</i>	<i>DATED DATE</i>
2.27%	September 2, 2035	December 4, 2019

REGISTERED OWNER: OPUS BANK, a California commercial bank

PRINCIPAL AMOUNT: _____ DOLLARS

Under and by virtue of the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 (commencing with Section 9500) of the California Streets and Highways Code (the "Act") and Resolution No. _____ (the "Resolution of Issuance") adopted by the City Council of the City of Hercules (the "City") on the 12th day of November, 2019, the City will, out of the redemption fund for the payment of the bonds issued upon the unpaid portion of reassessments made for the acquisition, work, and improvements more fully described in proceedings taken pursuant to Resolution No. _____ (the "Resolution of Intention") adopted by the City Council of the City on the 12th day of November, 2019, pay to the registered owner stated above, on the maturity date stated above, the principal sum stated above in lawful money of the United States of America, all as provided for in a Fiscal Agent Agreement dated as of December 1, 2019 (the "Fiscal Agent Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent") and the City. In like manner, the City will pay interest on this bond from the Interest Payment Date (as defined below) next preceding the date on which this bond is authenticated, unless (i) its date of authentication is after the sixteenth day of the month preceding an Interest Payment Date (the "Record Date") and on or before the immediately succeeding Interest Payment Date, in which event the bond shall bear interest from such Interest Payment Date or (ii) its date of authentication is before the close of business on the first Record Date, in which event the bond shall bear interest from the date of this bond; provided, however, that if at the time of authentication of this bond, interest is in default, interest on this bond shall be payable from the last Interest Payment Date to which the interest has been paid

or made available for payment. Such interest shall be payable on March 2 and September 2 of each year, commencing September 2, 2020 (each, an “Interest Payment Date”).

Both the principal hereof and redemption premium hereon, if any, are payable at the office of the Fiscal Agent, and the interest hereon is payable by check mailed by first class mail, postage prepaid, on the Interest Payment Date to the owner hereof at the Owner’s address as it appears on the records of the Fiscal Agent or at such address as may have been filed with the Fiscal Agent for that purpose, at the close of business on the applicable Record Date; provided, however, that at the written request of the registered Owner hereof, filed with the Fiscal Agent prior to any Record Date, principal (to the extent due) and interest on such bonds will be paid to such Owner on such succeeding Interest Payment Date by wire transfer of immediately available funds to an account within the United States of America designated in such written request. Payment upon final maturity shall be made upon the surrender of the Bonds at the corporate trust office of the Fiscal Agent; payments of principal and interest upon redemption and sinking fund payments shall be paid without presentment or surrender of the Bonds.

Notwithstanding anything herein to the contrary, so long as the Bonds are owned by Opus Bank, (i) the Fiscal Agent shall pay principal of and interest and redemption premium, if any, on the Bonds when due by wire transfer in immediately available funds to Opus Bank in accordance with such wire transfer instructions as shall be filed by Opus Bank with the Fiscal Agent from time to time, (ii) payments of principal on the Bonds shall be made without the requirement for presentation and surrender to Opus Bank, provided that principal which is payable at maturity shall be made only upon presentation and surrender at the principal office of the Fiscal Agent, and (iii) the Fiscal Agent shall not be required to give notice to Opus Bank of the sinking fund payments described in Section 401(c).

This bond will continue to bear interest after maturity at the rate above stated provided it is presented at maturity and payment hereof is refused upon the sole ground that there are not sufficient moneys in said redemption fund with which to pay the same. If it is not presented at maturity, interest hereon will run only until maturity.

This bond is issued by the City under the Act and the Fiscal Agent Agreement for the purpose of providing means for refinancing the improvements described in the proceedings; and it is secured by the moneys in the Reassessment Fund, the Redemption Fund, the Reserve Fund and by the unpaid portion of certain Reassessments (as defined in the Fiscal Agent Agreement) made for the payment of those improvements, and, including principal and interest, is payable exclusively out of said funds, as applicable.

This bond, or any portion of the principal hereof, may be redeemed and paid in advance of maturity on any Interest Payment Date from the proceeds of prepayment of Reassessments in the manner provided in Part 11.1 of the 1915 Act in any year by giving notice to the owner hereof as provided in the Fiscal Agent Agreement at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

This bond is subject to redemption prior to its stated maturity date on any Interest Payment Date on or after September 2, 2029, as selected by the City, from any source of funds other than prepayment of Reassessments, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium.

The Bonds shall be subject to mandatory sinking fund redemption prior to maturity in part, on September 2, 2020, and on each September 2 thereafter, from sinking fund payments in accordance

with the schedule of sinking fund payments set forth in the Fiscal Agent Agreement, at a redemption price equal to the principal amount of Bonds to be redeemed, together with accrued interest to the date of redemption, without premium.

This bond is transferable by the registered owner hereof, in person or by the owner's attorney duly authorized in writing, at the office of the Fiscal Agent, subject to the terms and conditions provided in the Fiscal Agent Agreement, including the payment of certain charges, if any, upon surrender and cancellation of this bond. Upon such transfer a new registered bond for the same aggregate principal amount, will be issued to the transferee in exchange herefor. **Notwithstanding the foregoing, a Bondowner may only transfer the Bonds so long as all Outstanding Bonds are transferred together to a new Bondowner who has delivered a Purchaser Letter to the City.**

Bonds shall be registered only in the name of an individual (including joint owners), a corporation, limited liability company, a partnership, a trust or other legal entity validly existing and authorized to own the Bonds.

Neither the City nor the Fiscal Agent shall be required to make such exchanges or to register such transfers of bonds (a) during the 15 days prior to any Interest Payment Date or the date established by the Fiscal Agent for selection of Bonds for redemption, or (b) with respect to a bond after such bond has been selected for redemption.

The City and the Fiscal Agent may treat the owner hereof, as shown on the bond register kept by the Fiscal Agent, as the absolute owner for all purposes; and the City and the Fiscal Agent shall not be affected by any notice to the contrary.

The Fiscal Agent Agreement is incorporated by reference herein and by acceptance hereof the registered owner assents to said terms and conditions.

This bond is subject to refunding pursuant to the procedures of the Act.

This bond shall not be entitled to any benefit under the Act or the Fiscal Agent Agreement or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been manually signed by the Fiscal Agent.

THE CITY HAS DECLARED AND DETERMINED IN THE RESOLUTION OF INTENTION THAT PURSUANT TO SECTION 8769 OF THE IMPROVEMENT BOND ACT OF 1915 IT WILL NOT OBLIGATE ITSELF TO ADVANCE AVAILABLE FUNDS FROM THE CITY TREASURY TO CURE ANY DEFICIENCY WHICH MAY OCCUR IN THE REDEMPTION FUND.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OF HERCULES, THE COUNTY OF CONTRA COSTA, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE SOURCES DESCRIBED IN THE FISCAL AGENT AGREEMENT.

IN WITNESS WHEREOF, the City of Hercules has caused this bond to be signed in manual or facsimile form by the Treasurer of said City and attested to by the City Clerk of the City, all as of the 1st day of December, 2019.

CITY OF HERCULES

Treasurer

ATTEST:

City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION AND REGISTRATION]

This is one of the bonds described in the within-mentioned Fiscal Agent Agreement, which bond has been authenticated and registered on December 4, 2019.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Fiscal Agent

By: _____
Authorized Signatory

[FORM OF LEGAL OPINION]

The attached is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

City Clerk of the City of Hercules

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

TAX I.D. #: _____
the within bond and do(es) hereby irrevocably constitute and appoint

attorney to transfer the same on the register of the Fiscal Agent with full power of substitution in the premises.

Date: _____

SIGNATURE GUARANTEED:

Signature(s) must be guaranteed by an eligible
guarantor institution

NOTE: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever and the signature(s) must be guaranteed by an eligible guarantor.

Section 605. Application of Proceeds of the Sale of Bonds.

(a) The Fiscal Agent shall deposit proceeds of the purchase price of the Bonds on the Closing Date into the Bond Proceeds Fund. The Fiscal Agent shall (upon receipt of a Written Request of the Treasurer) set aside and deposit or transfer such purchase price of the Bonds into the funds as set forth in Section 605(b) below.

(b) Amounts deposited into the Bond Proceeds Fund on the Closing Date shall be applied as follows:

(i) \$_____ shall be deposited by the Fiscal Agent into the Reserve Fund equaling the Reserve Requirement;

(ii) \$_____ shall be deposited by the Fiscal Agent in the Costs of Issuance Fund; and

(iii) \$_____ shall be transferred by the Fiscal Agent into the Escrow Fund.

ARTICLE VII

COVENANTS AND WARRANTY

Section 701. Warranty. The City shall preserve and protect the security of the Bonds and the rights of the Owner against all claims and demands of all persons.

Section 702. Covenants. So long as any of the Bonds are Outstanding and unpaid, the City makes the following covenants with the Owner under the provisions of the 1913 Act, the 1915 Act, the 1984 Act and this Agreement (to be performed by the City or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the Bonds and tend to make them more marketable; provided, however, that said covenants do not require the City to expend any funds or moneys other than the Reassessments:

(a) Punctual Payment; Covenant Against Encumbrances. The City covenants that it will receive all Reassessment Installments in trust and will, consistent with Section 503 hereof, deposit the Reassessment Installments with the Fiscal Agent and the City shall have no beneficial right or interest in the amounts so deposited except as provided by this Agreement. All such Reassessment Installments, whether received by the City in trust or deposited with the Fiscal Agent, all as herein provided, shall nevertheless be disbursed, allocated and applied solely to the uses and purposes herein set forth, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the City.

The City covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and in accordance with this Agreement to the extent Reassessments and interest earnings transferred to the Redemption Fund are available therefor, and that the payments into the Redemption Fund and the Reserve Fund will be made, all in strict conformity with the terms of the Bonds and this Agreement, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Agreement and all Supplements and of the Bonds issued hereunder. If at any time the total balance in the Redemption Fund, the Reassessment Fund and

the Reserve Fund is sufficient to redeem all Outstanding Bonds pursuant to Section 401 hereof, the Treasurer may direct the Fiscal Agent to effect such redemption on the earliest date on which all Outstanding Bonds may be redeemed.

The City will not mortgage or otherwise encumber, pledge or place any charge upon any of the Reassessments, and will not issue any obligation or security, payable in whole or in part from the unpaid Reassessments other than the Bonds.

(b) Covenant to Levy. The City will cause the Reassessment Installments required to pay the principal of and interest on the Bonds when due to be placed on the tax bills of the owners of the parcels assessed and covenants to levy assessments, as permitted by law and the Resolution Levying Reassessment, to satisfy the Administrative Expense Requirement.

(c) Commence Foreclosure Proceedings. No later than November 1 in any year, the City shall commence and diligently prosecute judicial foreclosure proceedings on the lien on each Reassessment delinquent in the amount of \$1,000 or more if total amount of the uncured delinquent Reassessment Installments for the preceding Fiscal Year exceeds 5% of the total Reassessment Installments levied for such Fiscal Year, and if the amounts in the Reserve Fund is less than 95% of the Reserve Requirement. Notwithstanding the foregoing, no later than November 1 in any year, the City shall commence and diligently prosecute judicial foreclosure proceedings on the lien on each Reassessment delinquent in the amount of \$5,000 or more (including penalties and statutory interest).

Notwithstanding the foregoing, the City may elect to advance (from any available funds other than any funds and accounts established hereunder and held by the Fiscal Agent), the amount of any delinquency (excluding penalties and statutory interest but including interest on the delinquent amount at the blended yield on the Outstanding Bonds from the date of such delinquency) to the Redemption Fund. In that event, the City need not initiate the foreclosure actions set forth in the preceding paragraph. In such a case, the City may reimburse itself when the delinquency Assessment Installments are paid on the applicable property, for the principal amount of the City's advance plus the statutory interest and penalties paid in respect of the delinquency.

(d) Books and Accounts. The City will cause the Fiscal Agent to keep proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions made by its Fiscal Agent hereunder. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice be subject to the inspection of the City or of the Owners or its representative authorized in writing.

(e) Tax Covenants. Notwithstanding any other provision of this Agreement, absent an opinion of Bond Counsel that the exclusion from gross income of interest on the Bonds will not be adversely affected for federal income tax purposes by reason of the City's failure to do so, the City covenants to comply with all applicable requirements of the Code, necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

Private Activity. The City will not take or omit to take any action or make any use of the proceeds of the Bonds or of any other moneys or property which would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code.

Arbitrage. The City will make no use of the proceeds of the Bonds or of any other amounts or property, regardless of the source, or take or omit to take any action which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

Federal Guarantee. The City will make no use of the proceeds of the Bonds or take or omit to take any action that would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

Information Reporting. The City will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

Rebate Requirements. The City will take no action inconsistent with its expectations stated in the Tax Certificate and will comply with the covenants and requirements stated therein and incorporated by reference herein. Without limiting the generality of the foregoing, the City agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. In particular, the City shall direct the Fiscal Agent to transfer to the Rebate Fund amounts sufficient to pay and shall instruct the Fiscal Agent to pay to the United States Treasury any amounts required to be paid as set forth in Section 507 hereof.

(f) Collection of the Administrative Expense Requirements. The City covenants that it will collect annually an amount specified by the Treasurer to be the Administrative Expense Requirement, which amount will be expressed as a percentage of the annual levy of Reassessment Installments, to pay for Administrative Expenses. The Administrative Expense Requirement so collected shall not exceed the amount specified in the Engineer’s Report.

Section 703. Annual Reporting to Bondowner. The City hereby covenants and agrees that, on or prior to March 31 of each year, it shall provide to the Bondowner the following information: (i) audited financial statements of the City for the prior fiscal year, (ii) the principal amount of Bonds outstanding as of June 30 of the prior year, (iii) a table setting forth the total assessment amount for the then-current fiscal year and most recently available percentage of delinquent Reassessment Installments and a description of the status of any foreclosure actions being pursued by the City with respect to delinquent Reassessment Installments, (iv) the Reserve Fund balance as of June 30 of the prior year, (v) the total assessed value of property within the Reassessment District subject to the Reassessments for the then-current fiscal year, (vi) value-to-lien ratio for property owners holding in excess of 5% of the assessed value within the District and the aggregate value-to-lien ratio for the District for the then-current fiscal year, and (vii) such information concerning the City and the Reassessments as the Owner may reasonably request.

ARTICLE VIII AMENDMENTS TO AGREEMENT

Section 801. Amendment With Consent of Owners. This Fiscal Agent Agreement and the rights and obligations of the City and of the Owner may be modified or amended at any time by a Supplemental Fiscal Agent Agreement which shall become binding upon adoption with the consent of the Owner. No Supplemental Fiscal Agent Agreement shall modify or amend any of the rights or obligations of the Fiscal Agent without its written consent thereto. The Fiscal Agent may request an opinion of counsel, at the expense of the City, that any such Supplement complies with the provisions of this Article VIII and the Fiscal Agent may conclusively rely upon such opinion.

Section 802. Effect of Supplemental Fiscal Agent Agreement. Upon the execution and delivery by the City and the Fiscal Agent of any Supplement and the receipt of consent to any such Supplement from the Owner, this Agreement shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Agreement of the City, the Fiscal Agent and the Owner shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 803. Notation of Bonds; Delivery of Amended Bonds. After the effective date of any action taken as hereinabove provided, the City may determine that the Bonds may bear a notation, by endorsement in form approved by the City, as to such action, and in that case upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for the purpose at the office of the Fiscal Agent, a suitable notation as to such action shall be made on such Bonds. If the City shall so determine, new Bonds so modified as, in the opinion of the City, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Bond Outstanding at such effective date such new Bonds shall be exchanged at the office of the Fiscal Agent without cost to each Owner, for Bonds then Outstanding, upon surrender of such Outstanding Bonds.

ARTICLE IX

FISCAL AGENT

Section 901. Fiscal Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed Fiscal Agent for the City for the purpose of receiving all money which the City is required to deposit with the Fiscal Agent hereunder and to allocate, use and apply the same as provided in this Agreement.

The Fiscal Agent is hereby authorized to and shall mail by first-class mail, postage prepaid, interest payments to the Bondowner, select Bonds for redemption, and maintain the Bond Register. The Fiscal Agent is hereby authorized to pay the principal of and premium, if any, on the Bonds when the same are duly presented to it for payment at maturity or upon redemption, to provide for the registration of transfer and exchange of Bonds presented to it for such purposes, to provide for the cancellation of Bonds, and to provide for the authentication of Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Agreement. The Fiscal Agent shall keep accurate records of all funds administered by it and all Bonds paid and discharged by it.

The Fiscal Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Fiscal Agent shall cancel all Bonds upon payment thereof or upon the surrender thereof by the City pursuant to Section 1201 hereof. The Fiscal Agent shall keep accurate records of all Bonds paid and discharged and canceled by it for six years or such longer period as required by applicable law or the policies of the Fiscal Agent.

The Fiscal Agent shall supply information regarding investments made under Article V at the written request of the City including: (i) purchase date, (ii) purchase price, (iii) any accrued interest paid, (iv) face amount, (v) coupon rate, (vi) periodicity of interest payments, (vii) disposition price, (viii) any accrued interest, received, and (ix) disposition date. In the event a Nonpurpose Investment is subject to a receipt of bids, the City shall maintain a record of all information establishing fair market value on the date such investment became a Nonpurpose Investment. Such detailed record keeping is required for the calculation of the Rebate Requirement which shall be performed by the City and, in

part, will require a determination of the difference between the actual aggregate earnings of all Nonpurpose Investments and the amount of such earnings assuming a rate of return equal to the Yield on the Bonds.

The City shall from time to time, subject to any agreement between the City and the Fiscal Agent then in force, pay to the Fiscal Agent compensation for its services, reimburse the Fiscal Agent for all its advances and expenditures, including, but not limited to, advances to and fees and expenses of independent accountants, counsel, agents, receiver and engineers or other experts employed by it in the exercise and performance of its powers and duties hereunder, and indemnify, defend and save the Fiscal Agent harmless against any losses, costs, expenses or liabilities, including reasonable fees and expenses of its attorneys (including the allocated costs and disbursements of in-house counsel, to the extent such services are not redundant with those provided by outside counsel), not arising from its own negligence or willful misconduct which it may incur in the exercise and performance of its powers and duties hereunder, which indemnity shall survive discharge of the Bonds and the resignation or removal of the Fiscal Agent.

Any bank or trust company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under Section 902, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 902. Removal of Fiscal Agent. The City may in the absence of an event of default at any time, in the exercise of its sole discretion, upon thirty (30) days prior written notice to the Fiscal Agent, remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto; provided that any such successor shall be a bank, national banking association, or trust company having a corporate trust office in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital and surplus) (or whose parent or holding company has a combined capital (exclusive of borrowed capital and surplus) of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank, national banking association, or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this section the combined capital and surplus shall be as set forth in its most recent report of condition so published. The City shall notify the Bondowner in writing of any such removal of the Fiscal Agent and appointment of a successor thereto. Notwithstanding any other provision of this Fiscal Agent Agreement, the Owner shall have the right to consent to a successor Fiscal Agent appointed by the City after the resignation or removal of the Fiscal Agent. The Owner shall also have the right to request in writing that the City remove the Fiscal Agent and the City shall reasonably consider any such request.

Section 903. Resignation of Fiscal Agent. The Fiscal Agent may at any time resign by giving written notice to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing; provided, however, that in the event that the City does not appoint a successor Fiscal Agent within thirty (30) days following receipt of such notice of resignation, the resigning Fiscal Agent may petition an appropriate court having jurisdiction to appoint a successor Fiscal Agent. Any resignation or removal of the Fiscal Agent and appointment of a successor Fiscal Agent shall become effective only upon the written acceptance of appointment by the successor Fiscal Agent, and notice to the Bondowner of the Fiscal Agent's identity and address.

Section 904. Liability of Fiscal Agent. The recitals of fact and all promises, covenants and agreements contained herein and in the bonds shall be taken as statements, promises, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Agreement or of the Bonds or the tax status of the interest thereon, and shall incur no responsibility in respect thereof other than in connection with its duties or obligations herein or in the Bonds or in the certificate of authentication assigned to or imposed upon the Fiscal Agent. The Fiscal Agent shall have no duties or obligations other than as specifically set forth herein and no implied duties, covenants or obligations shall be read into this Agreement against the Fiscal Agent. The Fiscal Agent shall be under no responsibility or duty with respect to the issuance of the Bonds for value. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Fiscal Agent shall have no liability or obligation to the Bondowner with respect to the payment of debt service by the City or with respect to the observance or performance by the City of the other conditions, covenants and terms contained in this Agreement, or with respect to the investment of any moneys in any fund or account established, held or maintained by the City pursuant to this Agreement or otherwise; provided however that the Fiscal Agent provide the Bondowner with notice of event of default hereunder.

The Fiscal Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, bond or other paper or documents believed by it to be genuine and to have been signed or presented by the proper party or parties. The Fiscal Agent may consult with counsel of its selection, who may be counsel to the City, at the expense of the City, with regard to legal questions, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a written certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement upon the faith thereof, but the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

The Fiscal Agent shall have no duty or obligations whatsoever to enforce the collection of Reassessments or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, but its liability shall be limited to the proper accounting for such funds as it shall actually receive. The Fiscal Agent shall have no duty or obligation to monitor the City's compliance with the 1913 Act, 1915 Act or the 1984 Act. No provision in this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Fiscal Agent shall be entitled to interest on all amounts advanced by it at the maximum rate permitted by law.

The Fiscal Agent shall have no responsibility, opinion or liability with respect to any information, statement or recital in any official statement or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

All protections extended to the Fiscal Agent shall also extend to its officers, directors, employees and agents. The Fiscal Agent's rights to indemnification hereunder and to payment of its fees and expenses shall survive its resignation or removal and the final payment or defeasance of the Bonds.

The Fiscal Agent makes no covenant, representation or warranty concerning the current or future tax status of interest on the Bonds.

The Fiscal Agent may become the Owner with the same rights it would have if it were not Fiscal Agent; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Fiscal Agent; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owner, whether or not such committee shall represent the Owner.

The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, shall not be responsible for the actions or omissions of such attorneys, agents or receivers if appointed by it with reasonable care, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder.

The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent shall only perform those duties specifically set forth herein and no implied duties, covenants or obligations whatsoever shall be read into this Agreement. No action by the Fiscal Agent shall be construed or deemed to expand the limitations on the scope of the Fiscal Agent's duties. The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the Reassessment District, malicious mischief, condemnation, loss or malfunctions of utilities, communications or computer (software and hardware) services (it being understood that the Fiscal Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances) and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent shall not be responsible for or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic

Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Fiscal Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The permissive right of the Fiscal Agent to do things enumerated hereunder is not construed as a mandatory duty.

Before taking any action under Article X or this Article VIII, the Fiscal Agent may require indemnity satisfactory to the Fiscal Agent be furnished to it to hold the Fiscal Agent harmless from any expenses whatsoever and to protect it against any liability it may incur hereunder.

In accepting the duties of the Fiscal Agent hereby created, the Fiscal Agent acts solely as Fiscal Agent for the Owner and not in its individual capacity, and all persons, including, without limitation, the Owner and the City, having any claim against the Fiscal Agent arising from the Agreement shall look only to the funds and accounts held by the Fiscal Agent hereunder for payment, except as otherwise provided herein or where the Fiscal Agent has breached its standard of care as described in this Section. Under no circumstances shall the Fiscal Agent be liable in its individual capacity for the obligations evidenced by the Bonds.

The Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owner, which such Owner may give, relating to the time, method and place of conducting any proceeding for any remedy available to the Fiscal Agent or in the exercise of any right hereunder. In the event of conflicting instructions hereunder, the Fiscal Agent shall have the right to decide the appropriate course of action and be protected in so doing.

The Fiscal Agent shall not to be deemed to have knowledge of any Event of Default hereunder unless it has actual knowledge thereof at its Principal Office.

Section 905. Interested Transactions. The Fiscal Agent and its officers and employees may acquire and hold Bonds with the same effect as if it were not Fiscal Agent. The Fiscal Agent, either as principal or agent, may engage in or be interested in any financial or other transaction with the City.

ARTICLE X

EVENTS OF DEFAULT; REMEDIES

Section 1001. Event of Default. Any one or more of the following events shall constitute an “event of default”:

(a) Default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or from mandatory redemption;

(b) Default in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable; or

(c) Default by the City in the observance of any of the other agreements, conditions or covenants on its part in this Agreement or in the Bonds contained (including failure to provide annual reporting to the Bondowner, as described in Section 703), and the continuation of such default for a period of thirty (30) days after the City shall have been given notice in writing of such default by the Fiscal Agent or any Owner, provided that if within thirty (30) days the City has commenced curing of the default and diligently pursues elimination thereof, such period shall be extended to sixty (60) days (or such longer period as is agreed to in writing by the Owner) to permit such default to be eliminated.

The Fiscal Agent shall provide immediate notice to the Owner upon the occurrence of an event of default.

Section 1002. Remedies of Owner. Following the occurrence of an event of default, any Owner shall have the right:

(a) By mandamus or other suit or proceeding at law or in equity to enforce his or her rights against the City and any of the members, officers and employees of the City, and to compel the City or any such members, officers or employees to perform and carry out their duties under the 1913 Act, the 1915 Act or the 1984 Act and their agreements with the Owner as provided in this Agreement;

(b) By suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owner; or

(c) By a suit in equity to require the City and its members, officers and employees to account as the trustee of an express trust.

Nothing in this article or in any other provisions of this Agreement, or in the Bonds, shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the interest on and principal of the Bonds to the Owner of the Bonds at the respective dates of maturity, as herein provided,

out of the Reassessments pledged for such payment, or affect or impair the right of action, which is also absolute and unconditional, of such Owner to institute suit to enforce such payment by virtue of the contract embodied in the Bonds and in this Agreement.

A waiver of any default of breach of duty or contract by any Owner shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission by any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owner by the 1913 Act, the 1915 Act or the 1984 Act or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owner.

If any suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Owner, the City and the Owner shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken. No remedy herein conferred upon or reserved to the Owner is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the 1984 Act, the 1915 Act or any other law.

In no event shall the Fiscal Agent have any responsibility to cure or cause the City or any other person or entity to cure an Event of Default hereunder.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owner of any Outstanding Bonds the interest due thereon and the principal thereof, at the times and in the manner stipulated therein and in this Agreement, then the Owner of such Bonds shall cease to be entitled to the pledge of Reassessments and other amounts hereunder, and all covenants, agreements and other obligations of the City to the Owner of such Bonds under this Agreement shall thereupon cease, terminate and become void and be discharged and satisfied except for the City's covenant under Section 702(e) hereof. In such event, the Fiscal Agent shall execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiscal Agent shall pay over or deliver to the City after payment of any amounts due the Fiscal Agent hereunder all money or securities held by it pursuant to this Agreement which are not required for the payment of the interest due on, and the principal of, such Bonds.

Any Outstanding Bond shall be deemed to have been paid within the meaning expressed in the first paragraph of this Section if such Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest with respect to such Bond, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the Reassessment Fund, the Reserve Fund and the

Redemption Fund, is fully sufficient to pay the principal of, premium and interest on such Bond as and when the same shall become due and payable; or

(c) by depositing with the Fiscal Agent, in trust, Federal Securities in such amount as an Independent Municipal Advisor shall determine will, together with the interest to accrue thereon and moneys then on deposit in the Reassessment Fund, the Reserve Fund and the Redemption Fund which is available to pay such Bond, together with the interest to accrue thereon without further investment, be fully sufficient to pay and discharge the principal of, premium, if any, and interest on such Bond as and when the same shall become due and payable; then, notwithstanding that such Bond shall not have been surrendered for payment, all obligations of the City under this Agreement with respect to such Bond shall cease and terminate, except for the obligation of the Fiscal Agent to pay or cause to be paid to the Owner of any Bond not so surrendered and paid, all sums due thereon from funds provided to it by the City and except for the City's covenant under Section 702(e) hereof. Any money or securities deposited with the Fiscal Agent to defease any Bond or Bonds shall be accompanied by a certificate of a certified public accountant confirming the accuracy of the calculations establishing the sufficiency of such deposit. Any funds held by the Fiscal Agent at the time of payment or defeasance of all Outstanding Bonds, which are not required for the purpose above mentioned, or for payment of amounts due the Fiscal Agent hereunder shall be paid over to the City.

ARTICLE XII

MISCELLANEOUS

Section 1201. Cancellation of Bonds. All Bonds surrendered to the Fiscal Agent for payment upon maturity or for redemption shall upon payment therefor, and any Bond purchased by the City as authorized herein shall be, cancelled forthwith and shall not be reissued. The Fiscal Agent shall destroy such Bonds as provided by law and furnish to the City a certificate of destruction.

Section 1202. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Agreement to be signed or executed by Bondowner may be in any number of concurrent instruments of similar tenor, may be signed or executed by such Owner in person or by their attorneys appointed by an instrument in writing for that purpose, or by the commercial bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds shall be sufficient for the purposes of this Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney, may be proved by a signature guarantee of any commercial bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of his authority.

(b) As to any Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of any such Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond and the interest thereon to the

extent of the sum or sums to be paid. The Fiscal Agent shall not be affected by any notice to the contrary. Nothing contained in this Agreement shall be construed as limiting the Fiscal Agent to such proof, it being intended that the Fiscal Agent may accept other evidence of the matters herein stated which the Fiscal Agent may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Fiscal Agent in pursuance of such request or consent.

Section 1203. Unclaimed Moneys. Anything in this Agreement to the contrary notwithstanding, any money held by the Fiscal Agent in trust for the payment and discharge of any of the Bonds which remains unclaimed for one year after the Bonds become due and payable, if such money was held by the Fiscal Agent at such date, or for one year after the date of deposit of such money if deposited with the Fiscal Agent after said date when such Bonds become due and payable, shall be repaid by the Fiscal Agent to the City, as its absolute property and free from trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owner shall look only to the City for the payment of such Bonds; provided, however, that, before being required to make any such payment to the City, the Fiscal Agent shall, at the written request and the expense of the City, cause to be mailed to the registered Owner of such Bonds, at their addresses as they appear on the Bond Register, a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the City.

Section 1204. Provisions Constitute Contract; Successors. The provisions of this Agreement shall constitute a contract between the City and the Bondowner and the provisions hereof shall be construed in accordance with the laws of the State of California. The City and the Fiscal Agent acknowledge and agree that the Bondholder is a third party beneficiary to this Agreement and shall be entitled to enforce the provisions of this Agreement against the City and the Fiscal Agent in the same manner as if the Bondholder were a party hereto.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken by the Bondowner, and the Bondowners shall prevail, the Bondowners shall be entitled to receive from the Reassessment District reimbursement for reasonable costs, expenses, outlays and attorneys' fees, and should said suit, action or proceeding be abandoned, or be determined adversely to the City, the Bondowner shall be restored to its former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds this Agreement shall be irrevocable, but shall be subject to modifications to the extent and in the manner provided in this Agreement, but to no greater extent and in no other manner.

This Agreement shall be binding upon the City and the Fiscal Agent and shall inure to the benefit of the City, the Fiscal Agent, the Bondholder, and their respective successors and assigns.

Section 1205. Further Assurances; Incontestability. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owner of the Bonds of the rights and benefits provided in this Agreement.

After the sale and delivery of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 1206. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Agreement, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Agreement and the Bonds shall remain valid and the Bondowner shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 1207. General Authorization. Authorized Representatives of the City are hereby respectively authorized to do and perform from time to time any and all acts and things consistent with this Agreement necessary or appropriate to carry the same into effect.

Section 1208. Liberal Construction. This Agreement shall be liberally construed to the end that its purpose may be effected. No error, irregularity, informality and no neglect or omission herein or in any proceeding had pursuant hereto which does not directly affect the jurisdiction of the City Council shall void or invalidate this Agreement or such proceeding or any part thereof, or any act or determination made pursuant thereto.

Section 1209. Notice. Any notices required to be given to the City with respect to the Bonds for this Agreement shall be mailed, first class, or personally delivered to the City Manager at 111 Civic Drive, Hercules, California 94547, Telephone: 510-799-8200, Facsimile: 510-799-2521, all notices to the Fiscal Agent shall be mailed, first class, or personally delivered to the Fiscal Agent at The Bank of New York Mellon Trust Company, N.A., 400 South Hope Street, Suite 500, Los Angeles, California 90071, Telephone: (213) 630-6260, Email: deborah.young@bnymellon.com, Attn: Corporate Trust Department, and all notices to the initial Owner shall be mailed, first class, or personally delivered to Opus Bank, 131 W. Commonwealth Ave., Fullerton, CA 92832, DL-LoanServiceDepartment@opusbank.com, Loan # 530000012725.

Section 1210. Action on Next Business Day. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, is not a Business Day, such payment, with no interest accruing for the period from and after such nominal date, may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided therefore in this Agreement.

Section 1211. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BONDS OR THE TRANSACTION CONTEMPLATED HEREBY. To the extent such waiver is not enforceable, the City hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Reference whether fact or law.

Section 1212. U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Fiscal Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record

information that identifies each person or legal entity that establishes a relationship or opens an account with the Fiscal Agent. The parties to this Agreement agree that they will provide the Fiscal Agent with such information as it may reasonably request in order for the Fiscal Agent to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the City and the Fiscal Agent have executed this Agreement, effective the date first written above.

CITY OF HERCULES

By: _____
Its: Treasurer

ATTEST:

City Clerk

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Fiscal Agent

By: _____
Its: Authorized Officer

EXHIBIT A

**FORM OF WRITTEN DELIVERY REQUISITION –
COSTS OF ISSUING BONDS**

The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent (the “Fiscal Agent”)

RE: Disbursement from the Costs of Issuance Fund pursuant to Section 502 of the Fiscal Agent Agreement, dated as of December 1, 2019 (the “Fiscal Agent Agreement”), by and between the City of Hercules (“City”) and the Fiscal Agent, in connection with the issuance of \$_____ City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds, Series 2019 (the “Bonds”).

REQUISITION NO. 1

You are hereby instructed to pay to the parties, listed on Schedule I attached hereto, as costs of issuing the Bonds as provided in Section 502 of the Fiscal Agent Agreement. These costs have been properly incurred, are a proper charge against the Costs of Issuance Fund and have not been the basis of any previous disbursements.

The Fiscal Agent is hereby instructed to pay an amount which shall not exceed the amounts listed on Schedule I attached hereto upon receipt of an invoice of the payee.

CITY OF HERCULES

By: _____
Its: Treasurer

SCHEDULE I

<i>Party</i>	<i>Purpose</i>	<i>Amount</i>
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EXHIBIT B

\$ _____

**CITY OF HERCULES
REASSESSMENT DISTRICT NO. 2005-1 (JOHN MUIR PARKWAY)
LIMITED OBLIGATION IMPROVEMENT BONDS,
SERIES 2019**

FORM OF PURCHASER LETTER

_____, 2019

City of Hercules
Hercules, California

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Stradling Yocca Carlson & Rauth, a Professional Corporation
Newport Beach, California

Ladies and Gentlemen:

The undersigned (the “Purchaser”) hereby acknowledges receipt of \$_____ in aggregate principal amount of the above-referenced bonds (the “Bonds”), dated December 4, 2019 in fully registered form and bearing interest from the date thereof.

1. The Purchaser is (a) a “qualified institutional buyer” as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), or (b) an “accredited investor” as that term is defined in paragraphs 1 through 5 or 7 of Rule 501 of Regulation D promulgated under the Securities Act.

2. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations of a nature similar to the Bonds to be able to evaluate the risks and merits of the purchase of the Bonds.

3. We are acquiring the Bonds for our own loan account, and not with a view to, or for sale in connection with, any distribution of the Bonds or any part thereof. We have not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and we have no present intention of reselling or otherwise disposing of the Bonds.

4. As a commercial bank, we have made our own credit inquiry and analysis with respect to the City of Hercules (the “Issuer”), the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) (the “Reassessment District”) and the Bonds, and have made an independent credit decision based upon such inquiry and analysis. The Issuer has furnished to us all the information which we as a reasonable lender have requested of the Issuer as a result of our having attached significance thereto in making our credit decision with respect to the Bonds, and we have had the opportunity to

ask questions of and receive answers from knowledgeable individuals concerning the Issuer, the Reassessment District and the Bonds. We hereby confirm that we have either received, or expressly waive the receipt of, any information requested from the City and we hereby relieve the City and any of its officials, officers, employees or agents of any liability for failure to provide any information not actually provided to us prior to our purchase of the Bonds. We are able and willing to bear the economic risk of the purchase and ownership of the Bonds.

5. We understand that the Bonds have not been registered with any federal or state securities agency or commission.

6. No person has made any direct or indirect representation or warranty of any kind to us with respect to the economic return which may accrue to us. We have consulted with our own tax counsel and other advisors with respect to the purchase of the Bonds.

7. The signatory of this letter is a duly authorized officer of the Purchaser with the authority to sign this letter on behalf of the Purchaser, and this letter has been duly authorized, executed, and delivered by the Purchaser.

8. We acknowledge that the Bonds are transferable only by notation on the registration books maintained by the bond registrar and are freely transferable provided that the Bonds are transferable in whole and not in part and that:

(i) the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations;

(ii) the transferring holder thereof can transfer the Bonds only to a transferee who executes and delivers to the Issuer a letter of the transferee substantially to the effect of this letter and who qualifies as an:

(1) a qualified institutional buyer pursuant to Rule 144A of the 1933 Securities Act; or

(2) an “accredited investor” within the meaning of Section 2(15) of the 1933 Securities Act; and

(iii) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the Reassessment District without the prior review and written consent of the Issuer, in the Issuer’s sole discretion.

[PURCHASER]

By: _____
Its: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of December 1, 2019 (the “Agreement”), by and between the City of Hercules (the “City”) and The Bank of New York Mellon Trust Company, N.A. (the “Escrow Agent”), is entered into in accordance with Resolution No. 2019-__ of the City adopted on November 12, 2019 and a Fiscal Agent Agreement, dated as of December 1, 2019 (the “2019 Fiscal Agent Agreement”), between the City and The Bank of New York Mellon Trust Company, N.A., to refund the outstanding City of Hercules Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds (the “Refunded Bonds”).

WITNESSETH:

WHEREAS, the City has heretofore duly issued the Refunded Bonds pursuant to a fiscal agent agreement dated as of July 1, 2005 (the “Prior Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), as trustee (the “Prior Trustee”); and

WHEREAS, the City Council of the City has taken proceedings under the Refunding Act of 1984 for 1915 Improvement Act Bonds pursuant to Division 11.5 of the California Streets and Highways Code (the “1984 Act”), for the formation of City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) (the “Reassessment District”); and

WHEREAS, the City has determined to issue its \$_____ City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds, Series 2019 (the “Bonds”) pursuant to the 1984 Act to refund the Refunded Bonds, which shall be issued to represent the unpaid reassessments, and in order to provide moneys which together with certain other moneys held by the Prior Trustee, will be used to pay the interest due on those Refunded Bonds on March 2, 2020, and to redeem on March 2, 2020 (the “Redemption Date”), the Refunded Bonds maturing on and after September 2, 2020 at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date, without premium (for each, the “Redemption Price”); and;

WHEREAS, the City will cause to be delivered to the Escrow Agent a portion of the proceeds of the Bonds in such amount as Causey Demgen & Moore P.C. (the “Verification Agent”) has determined will, together with other moneys then on deposit in certain funds existing under the Prior Fiscal Agent Agreement available therefor, to be fully sufficient to pay and discharge the Refunded Bonds, including the Redemption Price of the Refunded Bonds maturing after the Redemption Date.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Escrow Agent agree as follows:

Section 1. Establishment, Funding and Maintenance of Escrow Fund. The City hereby instructs the Escrow Agent to deposit (i) \$_____ received from the Fiscal Agent from a portion of the net proceeds of the sale of the Bonds and (ii) \$_____ transferred by the Prior Trustee from the funds and accounts held with respect to the Refunded Bonds into the Escrow Fund established hereunder. The Escrow Agent shall hold all such amounts in irrevocable escrow separate and apart from other funds of the City and the Escrow Agent in a fund hereby created and established to be known as the “Escrow Fund” (the “Escrow Fund”) and to be applied solely as provided in this

Agreement. The City hereby instructs the Escrow Agent to apply \$_____ of the moneys deposited into the Escrow Fund to purchase the Federal Securities listed in Schedule A hereto and to hold \$_____ uninvested as cash.

Section 2. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees to immediately invest such moneys in the Federal Securities listed on Schedule A hereto and to deposit such Federal Securities as instructed in Section 1 above. The Escrow Bank shall be entitled to rely upon the conclusion of the Verification Agent, that the Federal Securities listed on Schedule A hereto mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay when due with respect to the Refunded Bonds, all regularly scheduled payments of principal and interest on and prior to the Redemption Date, and to pay the Redemption Price of the Refunded Bonds on the Redemption Date, as shown on Schedule A attached hereto.

If the Escrow Bank learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Agreement, the Escrow Bank shall promptly request alternative written investment instructions from the City with respect to funds which were to be invested in SLGS. The Escrow Bank shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Bank shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the City. In the absence of investment instructions from the City, the Escrow Bank shall not be responsible for the investment of such funds or interest thereon. The Escrow Bank may conclusively rely upon the City's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

Section 3. Investment of Any Remaining Moneys. At the written direction of the City, the Escrow Bank shall reinvest any other amount of principal and interest, or any portion thereof, received from the Federal Securities prior to the date on which such payment is required for the purposes set forth herein, in noncallable Federal Securities maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions delivered to the Escrow Bank and Assured Guaranty Corp. to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay all regularly scheduled payments of principal and interest with respect to the Refunded Bonds when due on and prior to the Redemption Date and to pay the Redemption Price of the Refunded Bonds on the Redemption Date, and provided that the City has obtained and delivered to the Escrow Bank an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Refunded Bonds or interest on the Bonds. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which are not required for the purposes set forth in Section 5, as verified in the letter of the Verification Agent originally obtained by the City with respect to the refunding of the Refunded Bonds or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of tax-exempt obligations of political subdivisions, shall be paid to the City promptly upon the receipt of such interest income by

the Escrow Bank. The determination of the City as to whether an accountant qualifies under this Agreement shall be conclusive.

Section 4. Substitution of Securities. Upon the written request of the City, and subject to the conditions and limitations herein set forth and applicable governmental rules and regulations, the Escrow Bank shall sell, redeem or otherwise dispose of the Federal Securities, provided that there are substituted therefor from the proceeds of the Federal Securities other Federal Securities, but only after the City has obtained and delivered to the Escrow Bank: (i) an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that the substitution of securities is permitted under the legal documents in effect with respect to the Refunded Bonds and that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest portion of the Refunded Bonds or interest with respect to the Bonds; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay all regularly scheduled payments of principal and interest with respect to the Refunded Bonds when due on and prior to the Redemption Date and to pay the Redemption Price of the Refunded Bonds on the Redemption Date. The Escrow Bank shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

Section 5. Payment of Refunded Bonds.

(a) Payment. From the amounts on deposit in the Escrow Fund, the Escrow Agent shall pay the Redemption Price of the Refunded Bonds on the Redemption Date.

(b) Irrevocable Instructions to Provide Notice. The form of notice of redemption required to be mailed pursuant to Section 4.03 of the Prior Fiscal Agent Agreement is substantially in the form attached hereto as Exhibit A. The City hereby irrevocably instructs the Escrow Agent to mail a notice of defeasance of the Refunded Bonds, as required to provide for the defeasance of the Refunded Bonds in accordance with this Section 5, which notice is substantially in the form attached hereto as Exhibit B. The City hereby irrevocably instructs the Escrow Agent to file on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") (i) the notice in the form attached hereto as Exhibit A no later than 30 days prior to the Redemption Date, and (ii) the notice in the form attached hereto as Exhibit B no later than 10 days after the deposit of the moneys as set forth in Section 1 hereof.

(c) Unclaimed Moneys. Section 11.03 of the Prior Fiscal Agent Agreement shall govern the deposition of unclaimed moneys.

(d) Priority of Payments. The owners of the Refunded Bonds shall have a first and exclusive lien on all moneys in the Escrow Fund until such moneys are used and applied as provided in this Agreement.

(e) Termination of Obligation. As provided in the Prior Fiscal Agent Agreement, upon deposit of moneys with the Escrow Agent in the Escrow Fund as set forth in Section 1 hereof, all liability of the City in respect of the Refunded Bonds shall cease, terminate and be completely discharged, and the owners thereof shall thereafter be entitled only to payment out of the moneys held in the Escrow Fund.

Section 6. Application of Certain Terms of the Prior Fiscal Agent Agreement. All of the terms of the Prior Fiscal Agent Agreement relating to the making of payments of principal and interest on the Refunded Bonds and relating to the exchange or transfer of the Refunded Bonds are incorporated in this Agreement as if set forth in full herein. The procedures set forth in Sections 8.02 and 8.03 of the Prior Fiscal Agent Agreement relating to the resignation and removal and merger of the Prior Trustee under the Prior Fiscal Agent Agreement are also incorporated in this Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

Section 7. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

Section 8. Escrow Agent's Authority to Make Investments. The Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of the moneys held hereunder except as provided in Sections 2, 3 and 4 hereof.

Section 9. Indemnity. The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, the retention of the proceeds thereof and any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the City shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective employees or the willful breach by the Escrow Agent of the terms of this Agreement. In no event shall the City or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

Section 10. Responsibilities of Escrow Agent. The Escrow Agent and its agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, or any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the City, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the Refunded Bonds or to the validity of this Agreement as to the City and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or material default, and the duties and

obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. In no event shall the Escrow Agent be liable for any special, indirect, or consequential damages. The Escrow Agent may consult with counsel of its selection, who may or may not be counsel to the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the City.

No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Agreement and delivered using Electronic Means (“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent elects to act upon such Instructions, the Escrow Agent’s understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all

of its corporate trust business shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent may conclusively rely, as to the trust and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Agent in accordance with this Agreement and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any facts or matter stated in such notice, instruction, request, certificate or opinion.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder.

Section 11. Amendments. This Agreement is made for the benefit of the City and the owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, the 1984 Act, or the Prior Fiscal Agent Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this Agreement additional funds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Section 12. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the Refunded Bonds have been paid in accordance with this Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(c) of this Agreement.

Section 13. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the City and any other reasonable fees and expenses of the Escrow Agent approved by the City; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses

incurred by the Escrow Agent under this Agreement. The provisions of this Section 13 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Agent.

Section 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

Section 16. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Section 17. Insufficient Funds. If at any time the Escrow Agent has actual knowledge that the moneys and investments in the Escrow Fund, including the anticipated proceeds of and earnings thereon, will not be sufficient to make all payments required by this Agreement, the Escrow Agent shall notify the City in writing, of the amount thereof and the reason therefor to the extent known to it. The Escrow Agent shall have no responsibility regarding any such deficiency.

Section 18. Notice to City, Escrow Agent. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent at The Bank of New York Mellon Trust Company, N.A., 400 South Hope Street, Suite 500, Los Angeles, California 90071, Attention: Corporate Trust Department. Any notice to or demand upon the City shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the City at 111 Civic Drive, Hercules, California 94547, Attention: City Manager (or such other address as may have been filed in writing by the City with the Escrow Agent).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF HERCULES

By: _____
Trustee

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Escrow Agent

By: _____
Authorized Officer

SCHEDULE A

Federal Securities

<i>Security</i>	<i>Settlement Date</i>	<i>Maturity</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Price</i>
SLGS	12/4/19	3/2/2020	\$	%	

SCHEDULE B

Escrow Fund Cash Flow

<i>Date</i>	<i>Total Cash Receipt from Federal Securities</i>	<i>Cash Disbursement from Escrow</i>	<i>Cash Balance</i>
Beginning Balance:			\$
December 4, 2019	\$	\$	
March 2, 2020	<u> </u>	<u> </u>	
Total	<u><u>\$</u></u>	<u><u>\$</u></u>	

EXHIBIT A

NOTICE OF REDEMPTION

\$6,550,345
CITY OF HERCULES
ASSESSMENT DISTRICT NO. 2005-1 (JOHN MUIR PARKWAY)
LIMITED OBLIGATION IMPROVEMENT BONDS

NOTICE IS HEREBY GIVEN to the owners of the above-captioned Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds (the “Refunded Bonds”) of the City of Hercules (the “City”) issued pursuant to the Fiscal Agent Agreement, dated as of July 1, 2005 (the “Prior Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Prior Trustee”), that the Refunded Bonds in the following principal amount have been called for redemption on March 2, 2020 (the “Redemption Date”).

<i>CUSIP*</i>	<i>Maturity (September 2)</i>	<i>Rate</i>	<i>Amount</i>	<i>Price</i>
427034EG4	2020	4.850%	\$ 130,000	100.000
427034EH2	2025	5.000	750,000	100.000
427034EJ8	2030	5.000	955,000	100.000
427034EK5	2035	5.100	1,225,000	100.000

The Refunded Bonds being redeemed will be payable on the Redemption Date at a redemption price of 100% of the principal amount to be redeemed, plus interest accrued to the Redemption Date (the “Redemption Price”). Interest on the Refunded Bonds being redeemed will cease to accrue on and after the Redemption Date, and the Refunded Bonds being redeemed will be surrendered to the Prior Trustee.

All Refunded Bonds being redeemed are required to be surrendered to the principal corporate office of the Prior Trustee, on the Redemption Date at the following location. If the Refunded Bonds being redeemed are mailed, the use of registered, insured mail is recommended:

<i>First Class/Registered/Certified</i>	<i>Express Delivery Only</i>	<i>By Hand Only</i>
The Bank of New York Mellon Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Global Corporate Trust 111 Sanders Creek Parkway East Syracuse, NY 13057	The Bank of New York Mellon Global Corporate Trust Corporate Trust Window 101 Barclay Street 1st Floor East New York, NY 10286

If the Owner of any Refunded Bond being redeemed fails to deliver such Refunded Bond to the Prior Trustee on the Redemption Date, such Refunded Bond shall nevertheless be deemed redeemed on the Redemption Date and the Owner of such Refunded Bond shall have no rights in respect thereof except to receive payment of the Redemption Price from funds held by the Prior Trustee for such payment.

Federal law requires the Prior Trustee to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit www.irs.gov for additional information on the tax forms and instructions.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

DATED this 31st day of January, 2020.

EXHIBIT B

NOTICE OF DEFEASANCE

\$6,550,345
CITY OF HERCULES
ASSESSMENT DISTRICT NO. 2005-1 (JOHN MUIR PARKWAY)
LIMITED OBLIGATION IMPROVEMENT BONDS

NOTICE IS HEREBY GIVEN to the owners of the above-captioned City of Hercules Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds (the “Refunded Bonds”), that the City of Hercules (the “City”) has deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “Escrow Agent”) under the Escrow Agreement, dated as of December 1, 2019 (the “Escrow Agreement”), by and between the City and Escrow Agent, cash and Federal Securities as permitted under the Fiscal Agent Agreement dated as of July 1, 2005 (the “Prior Fiscal Agent Agreement”) by and between the City and The Bank of New York Mellon Trust Company, N.A., sufficient to pay on March 2, 2020 the redemption price on the Refunded Bonds maturing on and after September 2, 2020, being the principal amount thereof, without premium.

The Refunded Bonds to be defeased are as follows:

<i>CUSIP*</i>	<i>Maturity (September 2)</i>	<i>Rate</i>	<i>Amount</i>
427034EG4	2020	4.850%	\$ 130,000
427034EH2	2025	5.000	750,000
427034EJ8	2030	5.000	955,000
427034EK5	2035	5.100	1,225,000

In accordance with Section 10.01 of the Prior Fiscal Agent Agreement, the Refunded Bonds are deemed to be defeased and no longer outstanding and the rights of the owners of the Refunded Bonds to the covenants contained in the Prior Fiscal Agent Agreement and to all monies, accounts, assessment installment payments or security for payment for the Refunded Bonds, other than the amounts held under the Escrow Agreement, have terminated.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Escrow Agent

DATED this 4th day of December, 2019.

* The undersigned shall not be held responsible for the selection or use of the CUSIP number in this Notice of Redemption, nor is any representation made as to its correctness. It is included solely for the convenience of the owners of such Refunded Bonds.

PLACEMENT AGENT AGREEMENT

This Placement Agent Agreement (“Agreement”) is made and entered into by and between City of Hercules, CA (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”).

WITNESSETH:

WHEREAS, the Issuer presently intends to issue indebtedness in the approximate amount of \$3,016,549.48 to refund the Issuer’s outstanding City of Hercules Assessment District No. 2005-1 (John Muir Parkway) 2005 Bonds with the Issuer’s designated Reassessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds, Series 2019 (the “2019 Bonds”) and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to obtain the professional services of HilltopSecurities to serve as the placement agent for the 2019 Bonds; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as placement agent, acting not as a fiduciary, in connection with the issuance of the 2019 Bonds.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, HilltopSecurities agrees to provide its professional services and its facilities as placement agent in connection with the issuance of the 2019 Bonds; and for having rendered such services, the Issuer agrees to pay to HilltopSecurities the compensation as provided in Section III hereof.

SECTION II TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof. Either party may terminate this agreement by providing ten (10) days’ notice to the other party; provided that the provisions of Section III shall not be affected by such termination.


SECTION III COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to HilltopSecurities for the services set forth and described in Section I of this Agreement with respect to the issuance of the 2019 Bonds during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and HilltopSecurities, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which HilltopSecurities is entitled to reimbursement, shall become due and payable concurrently with the delivery of the proceeds of the 2019 Bonds to the Issuer. HilltopSecurities has not received nor will it collect any compensation or other consideration from the buyer(s) of the 2019 Bonds.

SECTION IV MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of California.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by the parties hereto.
4. No Fiduciary Duty. The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and HilltopSecurities in which HilltopSecurities is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) HilltopSecurities has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto irrespective of whether HilltopSecurities or any of its affiliates has provided other services or is providing other services to the Issuer on other matters; (iii) the only obligations HilltopSecurities has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.
5. Indemnification and Hold Harmless. HilltopSecurities agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at HilltopSecurities sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the HilltopSecurities, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the HilltopSecurities, its employees, and/or authorized subcontractors under this Agreement, whether or not the HilltopSecurities, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the HilltopSecurities shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or HilltopSecurities Proposal, which shall be of no force and effect. Notwithstanding any of the foregoing, HilltopSecurities' total liability and defense obligation to the Issuer shall not exceed the total amount of fees received pursuant to this Agreement.

HILLTOP SECURITIES INC.

By: 
Mike Cavanaugh
Managing Director

As of October 21, 2019

City of Hercules, CA

By: _____

Name: _____

Title: _____

Date: _____

\$3,026,549.48
City of Hercules, CA
2019 Bonds

APPENDIX A

The fees due HilltopSecurities for the 2019 Bonds will not exceed that listed below:

\$9,500

The Issuer shall be responsible for the following expenses, if any:

Bond Counsel fee and charges

Bank Counsel fee and charges

Disclosure Counsel fee and charges

Trustee or Escrow Bank

Municipal Advisor

Printing and distribution costs of documents

Cost of any required notices

Third party reports or providers such as an appraisal, title insurance, fiscal HilltopSecurities, assessment engineer or special tax HilltopSecurities.

HilltopSecurities will be responsible for our own travel expenses and our own legal fees. Our fee is entirely contingent on the successful completion of the 2019 Bonds. If the 2019 Bonds fails to close, we will not be reimbursed for any expenses.

October 15, 2019

Mr. Mike Cavanaugh
Hilltop Securities, Inc.
2533 South Coast Hwy Suite #250
Cardiff, CA 92007

Subject: Term Sheet for the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway)

Based upon our discussions and preliminary review of the information provided to-date, Opus Bank ("Bank") is pleased to present to the City of Hercules ("Borrower") this Letter of Intent which provides for approximately \$3,050,000 in limited obligation improvement refunding financing (Credit Facility).

This letter is not meant to contain, nor shall it be construed as a commitment to make a loan, nor does this letter necessarily contain all of the terms and conditions involved in the proposed financing. Rather it is intended only to outline the basic terms of the proposed financing that the Bank is prepared to consider, subject to the Bank's credit approval, and from which final terms and documents will be structured in the event that a credit commitment is made and accepted. Naturally, a final commitment must be in writing, will be subject to various conditions and will require the execution of a loan agreement and other documentation acceptable to the Bank.

In an effort to be responsive to your needs, we would like to be assured that the general terms we have outlined are acceptable to you before we continue the loan application process and initiate our due diligence. Therefore we suggest you review the following term sheet and if acceptable, please indicate your desire to proceed by signing and returning a copy to continue the due diligence process. Acceptance of this Letter of Intent will constitute your instruction to the Bank to commence its due diligence and continue its loan approval process.

Once we have received your acceptance, we will begin the due diligence and credit approval process. This proposal, if not accepted in writing and returned to us, will expire on 10/29/2019. The terms and conditions contained in this proposal will supersede any prior proposal. If you have any questions, you can contact me at (916) 945-5133 or dsemenov@opusbank.com.

We appreciate the opportunity to build our relationship with you by proposing this financing and we look forward to a favorable response from you.

Sincerely,



Dmitry A. Semenov
Senior Vice President, Public Finance

LETTER OF INTENT
City of Hercules Reassessment District No. 2005-1
(John Muir Parkway)
10/15/2019

TERM CREDIT FACILITY:

Borrower:	City of Hercules
Proposed Loan Amount:	Approximately \$3,050,000 (amount to be finalized during due diligence process)
Purpose:	Refinance outstanding debt and fund costs of issuance
Interest Rate:	2.27% (tax-exempt, bank-qualified, computed on the basis of a 360-day year of twelve 30-day months). This interest rate will be held through December 4, 2019. If the Credit Facility does not close on or before December 4, 2019, the Bank reserves the right to adjust the interest rate to reflect market interest rate environment changes.
Repayment:	Annual principal payments on September 2, commencing on September 2, 2020. Semi-annual interest payments on March 2 and September 2, commencing on September 2, 2020.
Maturity:	September 2, 2035
Average Life:	Not to exceed 8.74 years
Prepayment:	<p>The following prepayment options are available:</p> <ul style="list-style-type: none">A. Prepayment penalty of 5-5-5-5-5-4-4-4-4-4-3-2-2-1%, corresponding to each year of the term; orB. No prepayment is allowed in the first 10 years and then Credit Facility can be prepaid without prepayment penalty. <p>Under both prepayment options above, all property owners can prepay their assessments on any payment date at par.</p>
Debt Service Reserve Fund:	A debt service reserve fund in the amount of 25% of maximum annual debt service shall be maintained as long as the Credit Facility remains outstanding.
Collateral:	The Credit Facility will be secured by and payable from the reassessment installments levied and collected on the ad valorem real property tax bills sent to owners of property within the City of Hercules Reassessment District No. 2005-1 (John Muir Parkway) having unpaid assessments outstanding.

SUBJECT TO:

- Standard and reasonable representations and warranties of the Borrower for a financing of this type including but not limited to existence and authority, capitalization, accuracy of information presented, no litigation, etc.
- Completion of due diligence and documentation customary for this type of transaction.

COVENANTS AND CONDITIONS:

Financial Reporting:

- Annual audited financial statements of the City

- Annual report on the Borrower's property tax base and levy, including information on the assessed value, delinquency information, and land ownership summary for 10 largest property owners.
- Other information as may be determined during due diligence process

Financial and Other Covenants:

- No additional debt is allowed
- Covenant to commence Superior Court foreclosure shall continue to be in place

OTHER REQUIREMENTS:

- Borrower is responsible for all costs of issuance, including, but not limited to CDIAC, bond counsel and bank's counsel costs. The bank's counsel fees should not exceed \$10,000.
- Loan fee of \$1,000 will cover the costs of issuance wires and processing of draws, **if necessary**.
- Failure to provide required financial information will be considered an event of default.
- The bond counsel shall provide the tax opinion.
- The Credit Facility will be funded on or before December 4, 2019.

DISCLOSURES:

The Bank will book the Credit Facility as a loan, and, therefore, the additional provisions and conditions set forth in this letter shall be included in the documentation, which shall include the following: the Credit Facility will be registered to the Bank, DTC will not be holding the Credit Facility and the Credit Facility will not have a CUSIP; the Credit Facility will not be rated; there will not be a disclosure document; authorized denominations shall be in the minimum amount of \$250,000 and integral multiples of \$1 thereof or as a single bond; and no amendments to the issuing documents without the Bank's prior consent. The Bank shall not be required to surrender the Credit Facility or assignment thereof for payment of principal, other than for the final payment at maturity thereof.

Inasmuch as the Credit Facility represents a negotiated transaction, the Borrower understands, and hereby confirms, that the Bank is not acting as a fiduciary of the Borrower, but rather is acting solely in its capacity as a lender, for its own account. The Borrower acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Borrower and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, (v) the Bank and its affiliates have financial and other interests that differ from those of the Borrower, and (vi) the Borrower has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

This letter is provided solely for your information and is delivered to you with the understanding that neither it, nor its substance, shall be disclosed to any third person, except those who are in confidential relationship to you or where same is required by law.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Opus Bank Loan Servicing Department, 131 West Commonwealth Ave., Fullerton, CA 92832 or by telephone at (855) 678-7562 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: FDIC Consumer Response Center, 1100 Walnut Street, Box #11, Kansas City, MO 64106.



This proposal is for discussion purposes only. It does not represent a commitment to lend on the part of Opus Bank. If the proposal meets with your approval, it is then subject to credit approval based upon due diligence, execution and delivery of all documentation required by the Bank in form and substance satisfactory to Opus Bank and its counsel.

Acceptance of this proposal by the City is subject to approval and ratification by the City Council of the City of Hercules, acting in its sole and absolute discretion.

Borrower: City of Hercules

Signature

Date: _____

Print Name: _____

Title: _____

Prepayment Option Selected: _____



City of Hercules

Reassessment District No. 2005-1 (John Muir Parkway)



Preliminary Reassessment Engineer's Report (Reassessment and Refunding of 2019)

Prepared by:

Francisco & Associates, Inc.

231 Market Place, Suite 543

San Ramon, CA 94583

(925) 867-3400



October 28, 2019

CITY OF HERCULES

REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)
Limited Obligation Improvement Bonds, Series 2019
(Contra Costa County, California)

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EXHIBITS

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CITY OF HERCULES

REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)
Limited Obligation Improvement Bonds, Series 2019
(Contra Costa County, California)

CITY COUNCIL MEMBERS

Dan Romero
Mayor

Roland Esquivias
Vice Mayor

Chris Kelley
Council Member

Dion Bailey
Council Member

Gerard Boulanger
Council Member

CITY STAFF

David Biggs
City Manager

Edwin Gato
Finance Director

Mike Roberts
Public Works Director/City Engineer

REASSESSMENT ENGINEER

Francisco & Associates, Inc.

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

I. INTRODUCTION

On January 25, 2005, the City Council of the City of Hercules, completed a public hearing, performed assessment ballot proceedings, and adopted Resolution No. 05-010 confirming assessments for Assessment District No. 2005-1 (John Muir Parkway), (the "District"), pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code ("1913 Act"), and then bonds were issued pursuant to the Improvement Bond Act of 1915, being Division 10 of the California Streets and Highways Code ("1915 Act").

The proceeds from the sale of the bonds were used to finance a portion of the costs of certain public improvements associated with the Bayside and Muir Pointe developments, pay costs related to the issuance of bonds, and fund the Reserve Fund for the bonds. The public improvements that are of special benefit to property within the boundaries of the district and that were authorized to be financed by the District consisted primarily of road, bridge, storm drain, sewer, water, and miscellaneous improvements to John Muir Parkway generally located from Alfred Nobel Drive on the east westerly to Bayfront Boulevard. The improvements are described in greater detail in the original Engineer's Report dated January 25, 2005, on file in the office of the Clerk of the City of Hercules.

Generally, the District lies in the western portion of the City of Hercules, along John Muir Parkway, north of Sycamore Avenue, east of Bayfront Boulevard, west of San Pablo Avenue, and south of Alfred Nobel Drive. The total area within the District consists of approximately 67 acres. The assessment lien associated with the Muir Pointe development (Tract 9375) north of John Muir Parkway has been paid-off. The boundaries of the District are described in greater detail in the Reassessment Diagram contained in this Engineer's Report (Exhibit F).

The bonds associated with the unpaid assessments on parcels within the District were authorized pursuant to Resolution No. 05-010 adopted by the City Council on June 28, 2005 and the 1915 Act in the original principal amount of \$6,550,345.

The City now intends to reassess and refund all outstanding Assessment District No. 2005-1, 2005 Limited Obligation Bonds (the "Existing Bonds") for the District to achieve savings for each property owner within the District by reducing the remaining annual debt service payments. The proceedings for the reassessment and refunding will be conducted pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds (Division 11.5, Sections 9500 through 9707 of the California Streets and Highways Code) (the "Act").

The name of the Reassessment District is:

REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

The Reassessment District No. 2005-1 (John Muir Parkway) (the "Reassessment District") Limited Obligation Improvement Bonds, Series 2019 (the "Refunding Bonds"), representing unpaid reassessments on parcels within the District, will be issued in the

manner and form as provided by the Act. The Existing Bonds and assessments will remain in full force and effect until superseded and supplanted by reassessments and the issuance of Refunding Bonds validly and legally issued pursuant to the Act.

Pursuant to the provisions of the Act, in accordance with the resolutions adopted by the City Council of the City of Hercules on June 28, 2005, and in connection with the proceedings for Reassessment District No. 2005-1 and the Limited Obligation Improvement Bonds, Series 2019, the undersigned being the duly appointed Engineer of Work, submits herewith the following Engineer's Report for the Reassessment District, consisting of the Sections described below.

II. BONDS TO BE REFUNDED - TOTAL DEBT SERVICE SCHEDULE

The debt service schedule showing the unpaid principal and interest installments on the Existing Bonds to be refunded, and the total amounts thereof, is included as Exhibit A, entitled "Bonds to be Refunded - Total Debt Service Schedule" pursuant to the requirements of Section 9523 (a) of the Streets and Highways Code.

III. BONDS TO BE ISSUED - TOTAL DEBT SERVICE SCHEDULE

The debt service schedule of principal and interest installments on the new Refunding Bonds to be issued, including the total amounts thereof, and the maximum interest thereon, is included as Exhibit B, entitled "Bonds to be Issued - Total Debt Service Schedule."

The initial debt service payment on the Refunding Bonds scheduled for September 2, 2020, will be paid with District revenues consisting of the unpaid assessments placed on the Fiscal Year 2019-20 Contra Costa County Secured Property Roll. Each subsequent debt service payment on the Refunding Bonds will be paid annually on March 2 and September 2 of each year using Reassessment District revenues.

IV. COMPARISON OF DEBT SERVICE OF REFUNDED BONDS AND BONDS TO BE ISSUED

A comparison of the annual payment and debt service schedule of the Existing Bonds and the Refunding Bonds is shown in Exhibit C, entitled "Comparison of Debt Service of Refunded Bonds and Bonds to be Issued".

V. SOURCES AND USES

The schedule showing the total estimated principal amount of the reassessment and of the Refunding Bonds and the maximum interest rate thereon, together with an estimate of the costs of the reassessment and of issuing the Refunding Bonds, including all costs of issuing the Refunding Bonds, is included as Exhibit D, entitled "Sources and Uses" pursuant to the requirements of Section 9523 (b) of the Streets and Highway Code.

VI. AUDITOR'S RECORDS – COMPARISON OF UNPAID REMAINING ASSESSMENT INSTALLMENTS AND PROPOSED REASSESSMENT INSTALLMENTS AND REVISED REMAINING PRINCIPAL AMOUNT

The debt service schedule (auditor's record) showing the schedule of principal and interest installments on all unpaid assessments to be refunded and the total amounts thereof for each parcel versus the debt service schedule (auditor's record) showing the proposed principal and interest installments to be issued and the total amounts thereof for each parcel, is included as Exhibit E, entitled "Auditor's Records – Comparison of Unpaid Remaining Assessment Installments and Proposed Reassessment Installments and Revised Remaining Principal Amount" pursuant to the requirements of Section 9523 (c) of the Streets and Highway Code.

As of September 20, 2019, there are no assessor parcels with delinquent assessment installments for Fiscal Year 2018/19 or prior.

VII. AUDITOR'S REASSESSMENT ROLL

A Reassessment Roll, listing the estimated amount of each reassessment by its corresponding Reassessment Number as shown on the Reassessment Diagram, is included as Exhibit F, entitled "Auditor's Reassessment Roll" pursuant to the requirements of Section 9523 (d) of the Streets and Highway Code. The Reassessment Roll also lists the Assessor's Parcel Number (APN), as shown on the Assessor's Maps of the County of Contra Costa, for each reassessed parcel and the proposed reassessment amount.

VIII. REASSESSMENT DIAGRAM

The Reassessment Diagram showing the Reassessment District, including the boundaries and dimensions of the subdivisions of land within the District, is included as Exhibit G, entitled "Reassessment Diagram" pursuant to the requirements of Section 9523 (e) of the Streets and Highway Code. Each parcel has an individual number on the Diagram.

IX. CERTIFICATIONS

Whereas, the City Council of the City of Hercules, California, adopted, pursuant to the provisions of Division 11.5 of the "Refunding Act of 1984 for 1915 Improvement Act Bonds," Streets and Highways Code of the State of California, its Resolution of _____ No. _____, for the refunding of all outstanding Assessment District No. 2005-1 (John Muir Parkway) Limited Obligation Improvement Bonds, in a Special Reassessment District known and designated as:

REASSESSMENT DISTRICT No. 2005-1 (John Muir Parkway)

Whereas, said Resolution of _____, as required by law, directed Francisco & Associates, Inc. (the "Reassessment Engineer") to make and file a "Report".

Now, therefore, I, Eduardo Espinoza, P.E., authorized representative of Francisco & Associates, Inc., and the duly appointed Reassessment Engineer, submit herewith the "Report" for the District, and hereby submit the following:

(a) Notice is given that bonds will be issued in accordance with Division 11.5 of the "Refunding Act of 1984 for 1915 Improvement Act Bonds," Streets and Highways Code of the State of California, to represent all unpaid assessments, and the last installment of said bonds shall mature on the 2nd day of September, 2035. Said bonds shall bear interest at a rate not to exceed the current legal maximum rate of twelve (12) percent per annum.

(b) By virtue of the authority contained in said "Refunding Act of 1984 for 1915 Improvement Act Bonds," and by further direction and order of the legislative body, I hereby make the following Reassessment to cover the costs and expenses of the works of improvement as initially authorized, and as revised for these proceedings, for the District based on costs and expenses as set forth in this "Report". The following conditions necessary for compliance under the Refunding Act have been satisfied:

- (1) That each estimated annual installment of principal and interest on the reassessment, is less than the corresponding annual installment of principal and interest on the portion of the original assessment being superseded, by the same percentage for all subdivisions of land within the district.
- (2) That the number of years to maturity of all refunding bonds is not more than the number of years to the last maturity of the bonds being refunded.
- (3) That the principal amount of the reassessment on each subdivision of land within the district is less than the unpaid principal amount of the portion of the assessment being superseded and supplanted by the same percentage for each subdivision of land within the district.

(c) The annual administration charge originally established in 2005 was equal to an amount not to exceed four percent 4.0% of the annual principal and interest debt service payment to be levied on each parcel not to exceed \$20,000 for the District. The administration charge may be used to cover necessary collection and administrative costs of the District, not otherwise reimbursed. The annual administration charge is subject to an increase annually by the positive change, if any, in the consumer price index for the Contra Costa area. The annual administration charge remains unchanged and will remain in effect as originally established in 2005.

(d) The "Method of Spread of Reassessment" is proportional to the original principal assessment for each parcel. Therefore, I have accepted, and have not questioned or changed, the estimates of special benefit used in spreading the original assessments. Thus, the Reassessments, as indicated in this Report, levied for the purpose of refunding the original bonds, have been spread upon the various subdivisions of land within the Assessment District in accordance with the law.

(e) For particulars as to the individual reassessments and their descriptions, reference is made to the Exhibit attached hereto, being Exhibit F, entitled "Auditor's Reassessment Roll".

In conclusion, it is my opinion that the reassessments for the above-referenced Reassessment District have been spread in accordance with the benefits that each parcel received from the works of improvement of the District as originally applied.

FRANCISCO & ASSOCIATES, INC.

By: Dated: October 28, 2019

Eduardo Espinoza, P.E.

Engineer of Work

R.C.E. No. 83709

FINAL APPROVAL

I, _____, Clerk of the City of Hercules, California, hereby certify that the Reassessment Roll as submitted herein, was approved and confirmed by the City Council of the City of Hercules, California, on the _____ day of _____, 2019.

Lori Martin, City Clerk
City of Hercules
State of California

I, _____, Superintendent of Streets of the City of Hercules, California, hereby certify that the foregoing Reassessment Roll, together with the Reassessment Diagram attached thereto, was filed in the Office of the Superintendent of Streets, on the _____ day of _____, 2019.

Mike Roberts, Superintendent of Streets
City of Hercules
State of California

I, _____, Clerk of the City of Hercules, California, hereby certify that the Resolution confirming the Reassessment Roll, was recorded in the Office of the Contra Costa County Auditor-Controller, on the _____ day of _____, 2019.

Lori Martin, City Clerk
City of Hercules
State of California

I, _____, Clerk of the City of Hercules, California, hereby certify that the Notice of Reassessment and the Reassessment Diagram, were recorded in the Office of the Contra Costa County Recorder, on the _____ day of _____, 2019.

Lori Martin, City Clerk
City of Hercules
State of California

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

EXHIBIT A

BONDS TO BE REFUNDED – TOTAL DEBT SERVICE SCHEDULE¹

City of Hercules
Assessment District No. 2005-1 (John Muir Parkway)
Limited Obligation Improvement Bonds
Dated Date: July 27, 2005

Payment Date	Interest Rate	Remaining Principal Balance	Principal	Interest	Payment Total	Annual Total
3/2/2020	4.85%	\$3,060,000.00	\$0.00	\$77,015.00	\$77,015.00	
9/2/2020	4.85%	\$3,060,000.00	\$130,000.00	\$77,015.00	\$207,015.00	\$284,030.00
3/2/2021	5.00%	\$2,930,000.00	\$0.00	\$73,862.50	\$73,862.50	
9/2/2021	5.00%	\$2,930,000.00	\$135,000.00	\$73,862.50	\$208,862.50	\$282,725.00
3/2/2022	5.00%	\$2,795,000.00	\$0.00	\$70,487.50	\$70,487.50	
9/2/2022	5.00%	\$2,795,000.00	\$145,000.00	\$70,487.50	\$215,487.50	\$285,975.00
3/2/2023	5.00%	\$2,650,000.00	\$0.00	\$66,862.50	\$66,862.50	
9/2/2023	5.00%	\$2,650,000.00	\$150,000.00	\$66,862.50	\$216,862.50	\$283,725.00
3/2/2024	5.00%	\$2,500,000.00	\$0.00	\$63,112.50	\$63,112.50	
9/2/2024	5.00%	\$2,500,000.00	\$155,000.00	\$63,112.50	\$218,112.50	\$281,225.00
3/2/2025	5.00%	\$2,345,000.00	\$0.00	\$59,237.50	\$59,237.50	
9/2/2025	5.00%	\$2,345,000.00	\$165,000.00	\$59,237.50	\$224,237.50	\$283,475.00
3/2/2026	5.00%	\$2,180,000.00	\$0.00	\$55,112.50	\$55,112.50	
9/2/2026	5.00%	\$2,180,000.00	\$175,000.00	\$55,112.50	\$230,112.50	\$285,225.00
3/2/2027	5.00%	\$2,005,000.00	\$0.00	\$50,737.50	\$50,737.50	
9/2/2027	5.00%	\$2,005,000.00	\$180,000.00	\$50,737.50	\$230,737.50	\$281,475.00
3/2/2028	5.00%	\$1,825,000.00	\$0.00	\$46,237.50	\$46,237.50	
9/2/2028	5.00%	\$1,825,000.00	\$190,000.00	\$46,237.50	\$236,237.50	\$282,475.00
3/2/2029	5.00%	\$1,635,000.00	\$0.00	\$41,487.50	\$41,487.50	
9/2/2029	5.00%	\$1,635,000.00	\$200,000.00	\$41,487.50	\$241,487.50	\$282,975.00
3/2/2030	5.00%	\$1,435,000.00	\$0.00	\$36,487.50	\$36,487.50	
9/2/2030	5.00%	\$1,435,000.00	\$210,000.00	\$36,487.50	\$246,487.50	\$282,975.00
3/2/2031	5.10%	\$1,225,000.00	\$0.00	\$31,237.50	\$31,237.50	
9/2/2031	5.10%	\$1,225,000.00	\$220,000.00	\$31,237.50	\$251,237.50	\$282,475.00
3/2/2032	5.10%	\$1,005,000.00	\$0.00	\$25,627.50	\$25,627.50	
9/2/2032	5.10%	\$1,005,000.00	\$235,000.00	\$25,627.50	\$260,627.50	\$286,255.00
3/2/2033	5.10%	\$770,000.00	\$0.00	\$19,635.00	\$19,635.00	
9/2/2033	5.10%	\$770,000.00	\$245,000.00	\$19,635.00	\$264,635.00	\$284,270.00
3/2/2034	5.10%	\$525,000.00	\$0.00	\$13,387.50	\$13,387.50	
9/2/2034	5.10%	\$525,000.00	\$255,000.00	\$13,387.50	\$268,387.50	\$281,775.00
3/2/2035	5.10%	\$270,000.00	\$0.00	\$6,885.00	\$6,885.00	
9/2/2035	5.10%	\$270,000.00	\$270,000.00	\$6,885.00	\$276,885.00	\$283,770.00
			\$3,060,000.00	\$1,474,825.00	\$4,534,825.00	\$4,534,825.00

¹ The Debt Service Schedule above for the Bonds to be refunded only reflects the remaining principal balance outstanding as of the time of the refunding and reassessment.

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

EXHIBIT B

BONDS TO BE ISSUED – TOTAL DEBT SERVICE SCHEDULE¹

\$3,030,000

City of Hercules

Reassessment District No. 2005-1 (John Muir Parkway)

Limited Obligation Improvement Bonds, Series 2019

Dated Date: December 4, 2019

Payment Date	Interest Rate	Remaining Principal Balance	Principal	Interest	Payment Total	Annual Total
3/2/2020	2.27%	\$3,030,000.00	\$0.00	\$0.00	\$0.00	
9/2/2020	2.27%	\$3,030,000.00	\$230,000.00	\$51,203.63	\$281,203.63	\$281,203.63
3/2/2021	2.27%	\$2,800,000.00	\$0.00	\$31,780.00	\$31,780.00	
9/2/2021	2.27%	\$2,800,000.00	\$160,000.00	\$31,780.00	\$191,780.00	\$223,560.00
3/2/2022	2.27%	\$2,640,000.00	\$0.00	\$29,964.00	\$29,964.00	
9/2/2022	2.27%	\$2,640,000.00	\$165,000.00	\$29,964.00	\$194,964.00	\$224,928.00
3/2/2023	2.27%	\$2,475,000.00	\$0.00	\$28,091.25	\$28,091.25	
9/2/2023	2.27%	\$2,475,000.00	\$165,000.00	\$28,091.25	\$193,091.25	\$221,182.50
3/2/2024	2.27%	\$2,310,000.00	\$0.00	\$26,218.50	\$26,218.50	
9/2/2024	2.27%	\$2,310,000.00	\$165,000.00	\$26,218.50	\$191,218.50	\$217,437.00
3/2/2025	2.27%	\$2,145,000.00	\$0.00	\$24,345.75	\$24,345.75	
9/2/2025	2.27%	\$2,145,000.00	\$175,000.00	\$24,345.75	\$199,345.75	\$223,691.50
3/2/2026	2.27%	\$1,970,000.00	\$0.00	\$22,359.50	\$22,359.50	
9/2/2026	2.27%	\$1,970,000.00	\$180,000.00	\$22,359.50	\$202,359.50	\$224,719.00
3/2/2027	2.27%	\$1,790,000.00	\$0.00	\$20,316.50	\$20,316.50	
9/2/2027	2.27%	\$1,790,000.00	\$180,000.00	\$20,316.50	\$200,316.50	\$220,633.00
3/2/2028	2.27%	\$1,610,000.00	\$0.00	\$18,273.50	\$18,273.50	
9/2/2028	2.27%	\$1,610,000.00	\$185,000.00	\$18,273.50	\$203,273.50	\$221,547.00
3/2/2029	2.27%	\$1,425,000.00	\$0.00	\$16,173.75	\$16,173.75	
9/2/2029	2.27%	\$1,425,000.00	\$190,000.00	\$16,173.75	\$206,173.75	\$222,347.50
3/2/2030	2.27%	\$1,235,000.00	\$0.00	\$14,017.25	\$14,017.25	
9/2/2030	2.27%	\$1,235,000.00	\$195,000.00	\$14,017.25	\$209,017.25	\$223,034.50
3/2/2031	2.27%	\$1,040,000.00	\$0.00	\$11,804.00	\$11,804.00	
9/2/2031	2.27%	\$1,040,000.00	\$200,000.00	\$11,804.00	\$211,804.00	\$223,608.00
3/2/2032	2.27%	\$840,000.00	\$0.00	\$9,534.00	\$9,534.00	
9/2/2032	2.27%	\$840,000.00	\$205,000.00	\$9,534.00	\$214,534.00	\$224,068.00
3/2/2033	2.27%	\$635,000.00	\$0.00	\$7,207.25	\$7,207.25	
9/2/2033	2.27%	\$635,000.00	\$210,000.00	\$7,207.25	\$217,207.25	\$224,414.50
3/2/2034	2.27%	\$425,000.00	\$0.00	\$4,823.75	\$4,823.75	
9/2/2034	2.27%	\$425,000.00	\$210,000.00	\$4,823.75	\$214,823.75	\$219,647.50
3/2/2035	2.27%	\$215,000.00	\$0.00	\$2,440.25	\$2,440.25	
9/2/2035	2.27%	\$215,000.00	\$215,000.00	\$2,440.25	\$217,440.25	\$219,880.50
			\$3,030,000.00	\$585,902.13	\$3,615,902.13	\$3,615,902.13

¹ The amounts represent the principal and interest due each fiscal year that the Refunding Bonds are proposed to be outstanding. The principal and interest due on March and September 2020 will be paid using District revenues consisting of unpaid assessments associated with the FY 2019-20 levy amount of \$298,259.40. All other principal and interest payments will be paid using Reassessment District revenues.

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

EXHIBIT C

COMPARISON OF DEBT SERVICE OF REFUNDED BONDS AND BONDS TO BE ISSUED

<u>Bonds to be Refunded - Remaining Debt Service Schedule</u>						<u>Bonds to be Issued - Debt Service Schedule</u>						Annual Savings in Debt Service
Installment Date	Interest Rate	Principal Amount	Interest Amount	Payment Total	Annual Total	Installment Date	Interest Rate	Principal Amount	Interest Amount	Payment Total	Annual Total	
3/2/2020	4.85%	\$0.00	\$77,015.00	\$77,015.00		3/2/2020	2.27%	\$0.00	\$0.00	\$0.00		
9/2/2020	4.85%	\$130,000.00	\$77,015.00	\$207,015.00	\$284,030.00	9/2/2020	2.27%	\$230,000.00	\$51,203.63	\$281,203.63	\$281,203.63	\$2,826.37
3/2/2021	5.00%	\$0.00	\$73,862.50	\$73,862.50		3/2/2021	2.27%	\$0.00	\$31,780.00	\$31,780.00		
9/2/2021	5.00%	\$135,000.00	\$73,862.50	\$208,862.50	\$282,725.00	9/2/2021	2.27%	\$160,000.00	\$31,780.00	\$191,780.00	\$223,560.00	\$59,165.00
3/2/2022	5.00%	\$0.00	\$70,487.50	\$70,487.50		3/2/2022	2.27%	\$0.00	\$29,964.00	\$29,964.00		
9/2/2022	5.00%	\$145,000.00	\$70,487.50	\$215,487.50	\$285,975.00	9/2/2022	2.27%	\$165,000.00	\$29,964.00	\$194,964.00	\$224,928.00	\$61,047.00
3/2/2023	5.00%	\$0.00	\$66,862.50	\$66,862.50		3/2/2023	2.27%	\$0.00	\$28,091.25	\$28,091.25		
9/2/2023	5.00%	\$150,000.00	\$66,862.50	\$216,862.50	\$283,725.00	9/2/2023	2.27%	\$165,000.00	\$28,091.25	\$193,091.25	\$221,182.50	\$62,542.50
3/2/2024	5.00%	\$0.00	\$63,112.50	\$63,112.50		3/2/2024	2.27%	\$0.00	\$26,218.50	\$26,218.50		
9/2/2024	5.00%	\$155,000.00	\$63,112.50	\$218,112.50	\$281,225.00	9/2/2024	2.27%	\$165,000.00	\$26,218.50	\$191,218.50	\$217,437.00	\$63,788.00
3/2/2025	5.00%	\$0.00	\$59,237.50	\$59,237.50		3/2/2025	2.27%	\$0.00	\$24,345.75	\$24,345.75		
9/2/2025	5.00%	\$165,000.00	\$59,237.50	\$224,237.50	\$283,475.00	9/2/2025	2.27%	\$175,000.00	\$24,345.75	\$199,345.75	\$223,691.50	\$59,783.50
3/2/2026	5.00%	\$0.00	\$55,112.50	\$55,112.50		3/2/2026	2.27%	\$0.00	\$22,359.50	\$22,359.50		
9/2/2026	5.00%	\$175,000.00	\$55,112.50	\$230,112.50	\$285,225.00	9/2/2026	2.27%	\$180,000.00	\$22,359.50	\$202,359.50	\$224,719.00	\$60,506.00
3/2/2027	5.00%	\$0.00	\$50,737.50	\$50,737.50		3/2/2027	2.27%	\$0.00	\$20,316.50	\$20,316.50		
9/2/2027	5.00%	\$180,000.00	\$50,737.50	\$230,737.50	\$281,475.00	9/2/2027	2.27%	\$180,000.00	\$20,316.50	\$200,316.50	\$220,633.00	\$60,842.00
3/2/2028	5.00%	\$0.00	\$46,237.50	\$46,237.50		3/2/2028	2.27%	\$0.00	\$18,273.50	\$18,273.50		
9/2/2028	5.00%	\$190,000.00	\$46,237.50	\$236,237.50	\$282,475.00	9/2/2028	2.27%	\$185,000.00	\$18,273.50	\$203,273.50	\$221,547.00	\$60,928.00
3/2/2029	5.00%	\$0.00	\$41,487.50	\$41,487.50		3/2/2029	2.27%	\$0.00	\$16,173.75	\$16,173.75		
9/2/2029	5.00%	\$200,000.00	\$41,487.50	\$241,487.50	\$282,975.00	9/2/2029	2.27%	\$190,000.00	\$16,173.75	\$206,173.75	\$222,347.50	\$60,627.50
3/2/2030	5.00%	\$0.00	\$36,487.50	\$36,487.50		3/2/2030	2.27%	\$0.00	\$14,017.25	\$14,017.25		
9/2/2030	5.00%	\$210,000.00	\$36,487.50	\$246,487.50	\$282,975.00	9/2/2030	2.27%	\$195,000.00	\$14,017.25	\$209,017.25	\$223,034.50	\$59,940.50
3/2/2031	5.10%	\$0.00	\$31,237.50	\$31,237.50		3/2/2031	2.27%	\$0.00	\$11,804.00	\$11,804.00		
9/2/2031	5.10%	\$220,000.00	\$31,237.50	\$251,237.50	\$282,475.00	9/2/2031	2.27%	\$200,000.00	\$11,804.00	\$211,804.00	\$223,608.00	\$58,867.00
3/2/2032	5.10%	\$0.00	\$25,627.50	\$25,627.50		3/2/2032	2.27%	\$0.00	\$9,534.00	\$9,534.00		
9/2/2032	5.10%	\$235,000.00	\$25,627.50	\$260,627.50	\$286,255.00	9/2/2032	2.27%	\$205,000.00	\$9,534.00	\$214,534.00	\$224,068.00	\$62,187.00
3/2/2033	5.10%	\$0.00	\$19,635.00	\$19,635.00		3/2/2033	2.27%	\$0.00	\$7,207.25	\$7,207.25		
9/2/2033	5.10%	\$245,000.00	\$19,635.00	\$264,635.00	\$284,270.00	9/2/2033	2.27%	\$210,000.00	\$7,207.25	\$217,207.25	\$224,414.50	\$59,855.50
3/2/2034	5.10%	\$0.00	\$13,387.50	\$13,387.50		3/2/2034	2.27%	\$0.00	\$4,823.75	\$4,823.75		
9/2/2034	5.10%	\$255,000.00	\$13,387.50	\$268,387.50	\$281,775.00	9/2/2034	2.27%	\$210,000.00	\$4,823.75	\$214,823.75	\$219,647.50	\$62,127.50
3/2/2035	5.10%	\$0.00	\$6,885.00	\$6,885.00		3/2/2035	2.27%	\$0.00	\$2,440.25	\$2,440.25		
9/2/2035	5.10%	\$270,000.00	\$6,885.00	\$276,885.00	\$283,770.00	9/2/2035	2.27%	\$215,000.00	\$2,440.25	\$217,440.25	\$219,880.50	\$63,889.50
		\$3,060,000.00	\$1,474,825.00	\$4,534,825.00	\$4,534,825.00			\$3,030,000.00	\$585,902.13	\$3,615,902.13	\$3,615,902.13	\$918,922.87

EXHIBIT D

SOURCES AND USES

\$3,030,000

City of Hercules

Reassessment District No. 2005-1 (John Muir Parkway)

Limited Obligation Improvement Bonds, Series 2019

Dated Date: December 4, 2019

Source of Funds

Bond Proceeds:

Par Amount	\$3,030,000.00
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Other Sources of Funds:

From Prior Bonds Debt Service Reserve Fund ¹	\$294,461.67
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Total Sources of Funds	\$3,324,461.67
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Use of Funds

Refunding Escrow Deposits:

Cash Deposit	\$0.40
State and Local Government Security Purchases	\$3,123,873.00
	<u>\$3,123,873.40</u>

Other Fund Deposits:

Debt Service Reserve Fund (25%)	\$70,300.91
Capitalized Interest	<u>\$1,000.00</u>
	<u>\$71,300.91</u>

Delivery Date Expenses:

Cost of Issuance ²	\$125,000.00
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Other Uses of Funds:

Additional Proceeds	\$4,287.36
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Total Uses of Funds	\$3,324,461.67
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¹ Projected fund balance as of September 19, 2019.

² Cost of Issuance includes costs for Legal Counsel, Financial Advisor, printing, advertising, Escrow/ Paying Agent, Reassessment Engineer, and other miscellaneous costs associated with the refunding.

EXHIBIT E

AUDITOR'S RECORDS – COMPARISON OF UNPAID REMAINING
ASSESSMENT INSTALLMENTS AND PROPOSED REASSESSMENT
INSTALLMENTS AND REVISED REMAINING PRINCIPAL AMOUNT

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Existing Assessment Installments Per Parcel Versus Proposed Reassessment Installments for the Mixed-Use Parcel with an Original Remaining Principal Amount of \$165,840.76 (APN 404-020-082-8/Reassessment Number 1)

Auditor's Record for Parcels (see next page) with an Original Remaining Principal Amount of \$165,840.76 and a Revised Principal Amount of \$164,569.02

AUDITOR'S RECORD FOR ORIGINAL ASSESSMENT ¹						AUDITOR'S RECORD FOR REASSESSMENT ²						Annual Savings in Debt Service
Installment Date	Interest Rate	Principal Amount	Interest Amount	Debt Service	Remaining Principal Balance	Installment Date	Interest Rate	Principal Amount	Interest Amount	Debt Service	Remaining Principal Balance	
3/2/2020	4.85%	\$0.00	\$4,173.92	\$4,173.92	\$165,840.76	3/2/2020	2.27%	\$0.00	\$0.00	\$0.00	\$164,569.02	
9/2/2020	4.85%	\$7,053.21	\$4,173.92	\$11,227.12	\$158,787.55	9/2/2020	2.27%	\$12,492.04	\$2,781.03	\$15,273.07	\$152,076.98	\$127.96
3/2/2021	5.00%	\$0.00	\$4,002.88	\$4,002.88	\$158,787.55	3/2/2021	2.27%	\$0.00	\$1,726.07	\$1,726.07	\$152,076.98	
9/2/2021	5.00%	\$7,414.91	\$4,002.88	\$11,417.78	\$151,372.64	9/2/2021	2.27%	\$8,690.11	\$1,726.07	\$10,416.19	\$143,386.87	\$3,278.40
3/2/2022	5.00%	\$0.00	\$3,817.50	\$3,817.50	\$151,372.64	3/2/2022	2.27%	\$0.00	\$1,627.44	\$1,627.44	\$143,386.87	
9/2/2022	5.00%	\$7,776.61	\$3,817.50	\$11,594.11	\$143,596.03	9/2/2022	2.27%	\$8,961.68	\$1,627.44	\$10,589.12	\$134,425.19	\$3,195.05
3/2/2023	5.00%	\$0.00	\$3,623.09	\$3,623.09	\$143,596.03	3/2/2023	2.27%	\$0.00	\$1,525.73	\$1,525.73	\$134,425.19	
9/2/2023	5.00%	\$8,138.31	\$3,623.09	\$11,761.40	\$135,457.72	9/2/2023	2.27%	\$8,961.68	\$1,525.73	\$10,487.41	\$125,463.51	\$3,371.36
3/2/2024	5.00%	\$0.00	\$3,419.63	\$3,419.63	\$135,457.72	3/2/2024	2.27%	\$0.00	\$1,424.01	\$1,424.01	\$125,463.51	
9/2/2024	5.00%	\$8,500.02	\$3,419.63	\$11,919.65	\$126,957.70	9/2/2024	2.27%	\$8,961.68	\$1,424.01	\$10,385.69	\$116,501.83	\$3,529.57
3/2/2025	5.00%	\$0.00	\$3,207.13	\$3,207.13	\$126,957.70	3/2/2025	2.27%	\$0.00	\$1,322.30	\$1,322.30	\$116,501.83	
9/2/2025	5.00%	\$8,861.72	\$3,207.13	\$12,068.85	\$118,095.98	9/2/2025	2.27%	\$9,504.81	\$1,322.30	\$10,827.11	\$106,997.02	\$3,126.57
3/2/2026	5.00%	\$0.00	\$2,985.59	\$2,985.59	\$118,095.98	3/2/2026	2.27%	\$0.00	\$1,214.42	\$1,214.42	\$106,997.02	
9/2/2026	5.00%	\$9,404.27	\$2,985.59	\$12,389.86	\$108,691.71	9/2/2026	2.27%	\$9,776.38	\$1,214.42	\$10,990.79	\$97,220.64	\$3,170.24
3/2/2027	5.00%	\$0.00	\$2,750.48	\$2,750.48	\$108,691.71	3/2/2027	2.27%	\$0.00	\$1,103.45	\$1,103.45	\$97,220.64	
9/2/2027	5.00%	\$9,765.98	\$2,750.48	\$12,516.46	\$98,925.73	9/2/2027	2.27%	\$9,776.38	\$1,103.45	\$10,879.83	\$87,444.27	\$3,283.65
3/2/2028	5.00%	\$0.00	\$2,506.33	\$2,506.33	\$98,925.73	3/2/2028	2.27%	\$0.00	\$992.49	\$992.49	\$87,444.27	
9/2/2028	5.00%	\$10,308.53	\$2,506.33	\$12,814.86	\$88,617.20	9/2/2028	2.27%	\$10,047.94	\$992.49	\$11,040.44	\$77,396.32	\$3,288.26
3/2/2029	5.00%	\$0.00	\$2,248.62	\$2,248.62	\$88,617.20	3/2/2029	2.27%	\$0.00	\$878.45	\$878.45	\$77,396.32	
9/2/2029	5.00%	\$10,851.09	\$2,248.62	\$13,099.70	\$77,766.11	9/2/2029	2.27%	\$10,319.51	\$878.45	\$11,197.96	\$67,076.81	\$3,271.91
3/2/2030	5.00%	\$0.00	\$1,977.34	\$1,977.34	\$77,766.11	3/2/2030	2.27%	\$0.00	\$761.32	\$761.32	\$67,076.81	
9/2/2030	5.00%	\$11,393.64	\$1,977.34	\$13,370.98	\$66,372.47	9/2/2030	2.27%	\$10,591.08	\$761.32	\$11,352.40	\$56,485.74	\$3,234.60
3/2/2031	5.10%	\$0.00	\$1,692.50	\$1,692.50	\$66,372.47	3/2/2031	2.27%	\$0.00	\$641.11	\$641.11	\$56,485.74	
9/2/2031	5.10%	\$11,936.19	\$1,692.50	\$13,628.69	\$54,436.28	9/2/2031	2.27%	\$10,862.64	\$641.11	\$11,503.75	\$45,623.09	\$3,176.32
3/2/2032	5.10%	\$0.00	\$1,388.13	\$1,388.13	\$54,436.28	3/2/2032	2.27%	\$0.00	\$517.82	\$517.82	\$45,623.09	
9/2/2032	5.10%	\$12,659.60	\$1,388.13	\$14,047.72	\$41,776.68	9/2/2032	2.27%	\$11,134.21	\$517.82	\$11,652.03	\$34,488.89	\$3,266.00
3/2/2033	5.10%	\$0.00	\$1,065.31	\$1,065.31	\$41,776.68	3/2/2033	2.27%	\$0.00	\$391.45	\$391.45	\$34,488.89	
9/2/2033	5.10%	\$13,202.15	\$1,065.31	\$14,267.46	\$28,574.53	9/2/2033	2.27%	\$11,405.77	\$391.45	\$11,797.22	\$23,083.11	\$3,144.09
3/2/2034	5.10%	\$0.00	\$728.65	\$728.65	\$28,574.53	3/2/2034	2.27%	\$0.00	\$261.99	\$261.99	\$23,083.11	
9/2/2034	5.10%	\$13,925.56	\$728.65	\$14,654.21	\$14,648.97	9/2/2034	2.27%	\$11,405.77	\$261.99	\$11,667.77	\$11,677.34	\$3,453.10
3/2/2035	5.10%	\$0.00	\$373.55	\$373.55	\$14,648.97	3/2/2035	2.27%	\$0.00	\$132.54	\$132.54	\$11,677.34	
9/2/2035	5.10%	\$14,648.97	\$373.55	\$15,022.51	\$0.00	9/2/2035	2.27%	\$11,677.34	\$132.54	\$11,809.88	\$0.00	\$3,453.65
		\$165,840.76	\$75,747.31	\$241,588.07				\$164,569.02	\$31,822.22	\$196,391.25		\$49,370.74

¹ The Auditor's Record for Original Assessment shows each parcel's unpaid assessment installments associated with the Existing Bonds.

² The Auditor's Record for Reassessment shows each parcel's proposed unpaid reassessment installments associated with the Refunding Bonds. The principal and interest to be paid in September 2020 on the Refunding Bonds will be paid by the District's unpaid assessment installments that were levied in FY 2019-20.

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Revised Remaining Unpaid Principal Amount Per Parcel for the Mixed-Use Parcel
with an Original Remaining Principal Amount of \$165,840.76
(APN 404-020-082/Reassessment Number 1)¹

Assessor Parcel Number	New Reassessment Number	Original Remaining Principal Amount	Revised Remaining Principal Amount	Remaining Principal Difference
404-020-082-8	1	\$165,840.76	\$164,569.02	\$1,271.74

¹ The Original Remaining Principal Amount includes all unpaid principal amounts, including the principal amount levied through the Contra Costa County Fiscal Year 2019-20 Secured Property Tax Roll. The Fiscal Year 2019-20 levy amount will be used to pay the principal and interest due on the Refunding Bonds in September 2020. The Revised Remaining Principal Amount includes a spread of all outstanding Refunding Bonds, including the principal and interest installments that are to be paid using unpaid assessments.

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Existing Assessment Installments Per Parcel Versus Proposed Reassessment Installments for the Residential Parcels on the Eastern Side of the Bayside Development (Tract 8853) with an Original Remaining Principal Amount of \$7,932.65 (APNs 404-690-001 through 163/Reassessment Numbers 2 through 164)

Auditor's Record for Parcels (see next page) with an Original Remaining Principal Amount of \$7,932.65 and a Revised Principal Amount of \$7,871.82

AUDITOR'S RECORD FOR ORIGINAL ASSESSMENT ¹						AUDITOR'S RECORD FOR REASSESSMENT ²						Annual Savings in Debt Service
Installment Date	Interest Rate	Principal Amount	Interest Amount	Debt Service	Remaining Principal Balance	Installment Date	Interest Rate	Principal Amount	Interest Amount	Debt Service	Remaining Principal Balance	
3/2/2020	4.85%	\$0.00	\$199.65	\$199.65	\$7,932.65	3/2/2020	2.27%	\$0.00	\$0.00	\$0.00	\$7,871.82	
9/2/2020	4.85%	\$337.38	\$199.65	\$537.03	\$7,595.28	9/2/2020	2.27%	\$597.53	\$133.03	\$730.56	\$7,274.29	\$6.12
3/2/2021	5.00%	\$0.00	\$191.47	\$191.47	\$7,595.28	3/2/2021	2.27%	\$0.00	\$82.56	\$82.56	\$7,274.29	
9/2/2021	5.00%	\$354.68	\$191.47	\$546.15	\$7,240.60	9/2/2021	2.27%	\$415.67	\$82.56	\$498.24	\$6,858.62	\$156.82
3/2/2022	5.00%	\$0.00	\$182.60	\$182.60	\$7,240.60	3/2/2022	2.27%	\$0.00	\$77.85	\$77.85	\$6,858.62	
9/2/2022	5.00%	\$371.98	\$182.60	\$554.58	\$6,868.62	9/2/2022	2.27%	\$428.66	\$77.85	\$506.51	\$6,429.95	\$152.83
3/2/2023	5.00%	\$0.00	\$173.30	\$173.30	\$6,868.62	3/2/2023	2.27%	\$0.00	\$72.98	\$72.98	\$6,429.95	
9/2/2023	5.00%	\$389.28	\$173.30	\$562.58	\$6,479.34	9/2/2023	2.27%	\$428.66	\$72.98	\$501.64	\$6,001.29	\$161.26
3/2/2024	5.00%	\$0.00	\$163.57	\$163.57	\$6,479.34	3/2/2024	2.27%	\$0.00	\$68.11	\$68.11	\$6,001.29	
9/2/2024	5.00%	\$406.58	\$163.57	\$570.15	\$6,072.76	9/2/2024	2.27%	\$428.66	\$68.11	\$496.78	\$5,572.62	\$168.83
3/2/2025	5.00%	\$0.00	\$153.41	\$153.41	\$6,072.76	3/2/2025	2.27%	\$0.00	\$63.25	\$63.25	\$5,572.62	
9/2/2025	5.00%	\$423.88	\$153.41	\$577.29	\$5,648.88	9/2/2025	2.27%	\$454.64	\$63.25	\$517.89	\$5,117.98	\$149.55
3/2/2026	5.00%	\$0.00	\$142.81	\$142.81	\$5,648.88	3/2/2026	2.27%	\$0.00	\$58.09	\$58.09	\$5,117.98	
9/2/2026	5.00%	\$449.83	\$142.81	\$592.64	\$5,199.05	9/2/2026	2.27%	\$467.63	\$58.09	\$525.72	\$4,650.35	\$151.64
3/2/2027	5.00%	\$0.00	\$131.56	\$131.56	\$5,199.05	3/2/2027	2.27%	\$0.00	\$52.78	\$52.78	\$4,650.35	
9/2/2027	5.00%	\$467.14	\$131.56	\$598.70	\$4,731.91	9/2/2027	2.27%	\$467.63	\$52.78	\$520.41	\$4,182.71	\$157.07
3/2/2028	5.00%	\$0.00	\$119.89	\$119.89	\$4,731.91	3/2/2028	2.27%	\$0.00	\$47.47	\$47.47	\$4,182.71	
9/2/2028	5.00%	\$493.09	\$119.89	\$612.97	\$4,238.82	9/2/2028	2.27%	\$480.62	\$47.47	\$528.10	\$3,702.09	\$157.29
3/2/2029	5.00%	\$0.00	\$107.56	\$107.56	\$4,238.82	3/2/2029	2.27%	\$0.00	\$42.02	\$42.02	\$3,702.09	
9/2/2029	5.00%	\$519.04	\$107.56	\$626.60	\$3,719.78	9/2/2029	2.27%	\$493.61	\$42.02	\$535.63	\$3,208.48	\$156.51
3/2/2030	5.00%	\$0.00	\$94.58	\$94.58	\$3,719.78	3/2/2030	2.27%	\$0.00	\$36.42	\$36.42	\$3,208.48	
9/2/2030	5.00%	\$544.99	\$94.58	\$639.57	\$3,174.79	9/2/2030	2.27%	\$506.60	\$36.42	\$543.02	\$2,701.88	\$154.72
3/2/2031	5.10%	\$0.00	\$80.96	\$80.96	\$3,174.79	3/2/2031	2.27%	\$0.00	\$30.67	\$30.67	\$2,701.88	
9/2/2031	5.10%	\$570.94	\$80.96	\$651.90	\$2,603.85	9/2/2031	2.27%	\$519.59	\$30.67	\$550.26	\$2,182.28	\$151.93
3/2/2032	5.10%	\$0.00	\$66.40	\$66.40	\$2,603.85	3/2/2032	2.27%	\$0.00	\$24.77	\$24.77	\$2,182.28	
9/2/2032	5.10%	\$605.55	\$66.40	\$671.94	\$1,998.30	9/2/2032	2.27%	\$532.58	\$24.77	\$557.35	\$1,649.70	\$156.22
3/2/2033	5.10%	\$0.00	\$50.96	\$50.96	\$1,998.30	3/2/2033	2.27%	\$0.00	\$18.72	\$18.72	\$1,649.70	
9/2/2033	5.10%	\$631.50	\$50.96	\$682.45	\$1,366.80	9/2/2033	2.27%	\$545.57	\$18.72	\$564.30	\$1,104.13	\$150.39
3/2/2034	5.10%	\$0.00	\$34.85	\$34.85	\$1,366.80	3/2/2034	2.27%	\$0.00	\$12.53	\$12.53	\$1,104.13	
9/2/2034	5.10%	\$666.10	\$34.85	\$700.95	\$700.70	9/2/2034	2.27%	\$545.57	\$12.53	\$558.10	\$558.56	\$165.17
3/2/2035	5.10%	\$0.00	\$17.87	\$17.87	\$700.70	3/2/2035	2.27%	\$0.00	\$6.34	\$6.34	\$558.56	
9/2/2035	5.10%	\$700.70	\$17.87	\$718.57	\$0.00	9/2/2035	2.27%	\$558.56	\$6.34	\$564.90	(\$0.00)	\$165.20
		\$7,932.65	\$3,822.87	\$11,755.52				\$7,871.82	\$1,522.15	\$9,393.97		\$2,361.55

¹ The Auditor's Record for Original Assessment shows each parcel's unpaid assessment installments associated with the Existing Bonds.

² The Auditor's Record for Reassessment shows each parcel's proposed unpaid reassessment installments associated with the Refunding Bonds. The principal and interest to be paid in September 2020 on the Refunding Bonds will be paid by the District's unpaid assessment installments that were levied in FY 2019-20.

Revised Remaining Principal Amount Per Parcel for the Residential Parcels on the
 Eastern Side of the Bayside Development (Tract 8853) with an
 Original Remaining Principal Amount of \$7,932.65
 (APNs 404-690-001 through 044/Reassessment Numbers 2 through 45)¹

Assessor Parcel Number	New Reassessment Number	Original Remaining Principal Amount	Revised Remaining Principal Amount	Remaining Principal Difference
404-690-001-7	2	\$7,932.65	\$7,871.82	\$60.83
404-690-002-5	3	\$7,932.65	\$7,871.82	\$60.83
404-690-003-3	4	\$7,932.65	\$7,871.82	\$60.83
404-690-004-1	5	\$7,932.65	\$7,871.82	\$60.83
404-690-005-8	6	\$7,932.65	\$7,871.82	\$60.83
404-690-006-6	7	\$7,932.65	\$7,871.82	\$60.83
404-690-007-4	8	\$7,932.65	\$7,871.82	\$60.83
404-690-008-2	9	\$7,932.65	\$7,871.82	\$60.83
404-690-009-0	10	\$7,932.65	\$7,871.82	\$60.83
404-690-010-8	11	\$7,932.65	\$7,871.82	\$60.83
404-690-011-6	12	\$7,932.65	\$7,871.82	\$60.83
404-690-012-4	13	\$7,932.65	\$7,871.82	\$60.83
404-690-013-2	14	\$7,932.65	\$7,871.82	\$60.83
404-690-014-0	15	\$7,932.65	\$7,871.82	\$60.83
404-690-015-7	16	\$7,932.65	\$7,871.82	\$60.83
404-690-016-5	17	\$7,932.65	\$7,871.82	\$60.83
404-690-017-3	18	\$7,932.65	\$7,871.82	\$60.83
404-690-018-1	19	\$7,932.65	\$7,871.82	\$60.83
404-690-019-9	20	\$7,932.65	\$7,871.82	\$60.83
404-690-020-7	21	\$7,932.65	\$7,871.82	\$60.83
404-690-021-5	22	\$7,932.65	\$7,871.82	\$60.83
404-690-022-3	23	\$7,932.65	\$7,871.82	\$60.83
404-690-023-1	24	\$7,932.65	\$7,871.82	\$60.83
404-690-024-9	25	\$7,932.65	\$7,871.82	\$60.83
404-690-025-6	26	\$7,932.65	\$7,871.82	\$60.83
404-690-026-4	27	\$7,932.65	\$7,871.82	\$60.83
404-690-027-2	28	\$7,932.65	\$7,871.82	\$60.83
404-690-028-0	29	\$7,932.65	\$7,871.82	\$60.83
404-690-029-8	30	\$7,932.65	\$7,871.82	\$60.83
404-690-030-6	31	\$7,932.65	\$7,871.82	\$60.83
404-690-031-4	32	\$7,932.65	\$7,871.82	\$60.83
404-690-032-2	33	\$7,932.65	\$7,871.82	\$60.83
404-690-033-0	34	\$7,932.65	\$7,871.82	\$60.83
404-690-034-8	35	\$7,932.65	\$7,871.82	\$60.83
404-690-035-5	36	\$7,932.65	\$7,871.82	\$60.83
404-690-036-3	37	\$7,932.65	\$7,871.82	\$60.83
404-690-037-1	38	\$7,932.65	\$7,871.82	\$60.83
404-690-038-9	39	\$7,932.65	\$7,871.82	\$60.83
404-690-039-7	40	\$7,932.65	\$7,871.82	\$60.83
404-690-040-5	41	\$7,932.65	\$7,871.82	\$60.83
404-690-041-3	42	\$7,932.65	\$7,871.82	\$60.83
404-690-042-1	43	\$7,932.65	\$7,871.82	\$60.83
404-690-043-9	44	\$7,932.65	\$7,871.82	\$60.83
404-690-044-7	45	\$7,932.65	\$7,871.82	\$60.83

*CITY OF HERCULES**REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)*

Revised Remaining Principal Amount Per Parcel for the Residential Parcels on the
 Eastern Side of the Bayside Development (Tract 8853) with an
 Original Remaining Principal Amount of \$7,932.65 Continued
 (APNs 404-690-045 through 094/Reassessment Numbers 46 through 95)¹

Assessor Parcel Number	New Reassessment Number	Original Remaining Principal Amount	Revised Remaining Principal Amount	Remaining Principal Difference
404-690-045-4	46	\$7,932.65	\$7,871.82	\$60.83
404-690-046-2	47	\$7,932.65	\$7,871.82	\$60.83
404-690-047-0	48	\$7,932.65	\$7,871.82	\$60.83
404-690-048-8	49	\$7,932.65	\$7,871.82	\$60.83
404-690-049-6	50	\$7,932.65	\$7,871.82	\$60.83
404-690-050-4	51	\$7,932.65	\$7,871.82	\$60.83
404-690-051-2	52	\$7,932.65	\$7,871.82	\$60.83
404-690-052-0	53	\$7,932.65	\$7,871.82	\$60.83
404-690-053-8	54	\$7,932.65	\$7,871.82	\$60.83
404-690-054-6	55	\$7,932.65	\$7,871.82	\$60.83
404-690-055-3	56	\$7,932.65	\$7,871.82	\$60.83
404-690-056-1	57	\$7,932.65	\$7,871.82	\$60.83
404-690-057-9	58	\$7,932.65	\$7,871.82	\$60.83
404-690-058-7	59	\$7,932.65	\$7,871.82	\$60.83
404-690-059-5	60	\$7,932.65	\$7,871.82	\$60.83
404-690-060-3	61	\$7,932.65	\$7,871.82	\$60.83
404-690-061-1	62	\$7,932.65	\$7,871.82	\$60.83
404-690-062-9	63	\$7,932.65	\$7,871.82	\$60.83
404-690-063-7	64	\$7,932.65	\$7,871.82	\$60.83
404-690-064-5	65	\$7,932.65	\$7,871.82	\$60.83
404-690-065-2	66	\$7,932.65	\$7,871.82	\$60.83
404-690-066-0	67	\$7,932.65	\$7,871.82	\$60.83
404-690-067-8	68	\$7,932.65	\$7,871.82	\$60.83
404-690-068-6	69	\$7,932.65	\$7,871.82	\$60.83
404-690-069-4	70	\$7,932.65	\$7,871.82	\$60.83
404-690-070-2	71	\$7,932.65	\$7,871.82	\$60.83
404-690-071-0	72	\$7,932.65	\$7,871.82	\$60.83
404-690-072-8	73	\$7,932.65	\$7,871.82	\$60.83
404-690-073-6	74	\$7,932.65	\$7,871.82	\$60.83
404-690-074-4	75	\$7,932.65	\$7,871.82	\$60.83
404-690-075-1	76	\$7,932.65	\$7,871.82	\$60.83
404-690-076-9	77	\$7,932.65	\$7,871.82	\$60.83
404-690-077-7	78	\$7,932.65	\$7,871.82	\$60.83
404-690-078-5	79	\$7,932.65	\$7,871.82	\$60.83
404-690-079-3	80	\$7,932.65	\$7,871.82	\$60.83
404-690-080-1	81	\$7,932.65	\$7,871.82	\$60.83
404-690-081-9	82	\$7,932.65	\$7,871.82	\$60.83
404-690-082-7	83	\$7,932.65	\$7,871.82	\$60.83
404-690-083-5	84	\$7,932.65	\$7,871.82	\$60.83
404-690-084-3	85	\$7,932.65	\$7,871.82	\$60.83
404-690-085-0	86	\$7,932.65	\$7,871.82	\$60.83
404-690-086-8	87	\$7,932.65	\$7,871.82	\$60.83
404-690-087-6	88	\$7,932.65	\$7,871.82	\$60.83
404-690-088-4	89	\$7,932.65	\$7,871.82	\$60.83
404-690-089-2	90	\$7,932.65	\$7,871.82	\$60.83
404-690-090-0	91	\$7,932.65	\$7,871.82	\$60.83
404-690-091-8	92	\$7,932.65	\$7,871.82	\$60.83
404-690-092-6	93	\$7,932.65	\$7,871.82	\$60.83
404-690-093-4	94	\$7,932.65	\$7,871.82	\$60.83
404-690-094-2	95	\$7,932.65	\$7,871.82	\$60.83

*CITY OF HERCULES**REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)*

Revised Remaining Principal Amount Per Parcel for the Residential Parcels on the
 Eastern Side of the Bayside Development (Tract 8853) with an
 Original Remaining Principal Amount of \$7,932.65 Continued
 (APNs 404-690-095 through 144/Reassessment Numbers 96 through 145)¹

Assessor Parcel Number	New Reassessment Number	Original Remaining Principal Amount	Revised Remaining Principal Amount	Remaining Principal Difference
404-690-095-9	96	\$7,932.65	\$7,871.82	\$60.83
404-690-096-7	97	\$7,932.65	\$7,871.82	\$60.83
404-690-097-5	98	\$7,932.65	\$7,871.82	\$60.83
404-690-098-3	99	\$7,932.65	\$7,871.82	\$60.83
404-690-099-1	100	\$7,932.65	\$7,871.82	\$60.83
404-690-100-7	101	\$7,932.65	\$7,871.82	\$60.83
404-690-101-5	102	\$7,932.65	\$7,871.82	\$60.83
404-690-102-3	103	\$7,932.65	\$7,871.82	\$60.83
404-690-103-1	104	\$7,932.65	\$7,871.82	\$60.83
404-690-104-9	105	\$7,932.65	\$7,871.82	\$60.83
404-690-105-6	106	\$7,932.65	\$7,871.82	\$60.83
404-690-106-4	107	\$7,932.65	\$7,871.82	\$60.83
404-690-107-2	108	\$7,932.65	\$7,871.82	\$60.83
404-690-108-0	109	\$7,932.65	\$7,871.82	\$60.83
404-690-109-8	110	\$7,932.65	\$7,871.82	\$60.83
404-690-110-6	111	\$7,932.65	\$7,871.82	\$60.83
404-690-111-4	112	\$7,932.65	\$7,871.82	\$60.83
404-690-112-2	113	\$7,932.65	\$7,871.82	\$60.83
404-690-113-0	114	\$7,932.65	\$7,871.82	\$60.83
404-690-114-8	115	\$7,932.65	\$7,871.82	\$60.83
404-690-115-5	116	\$7,932.65	\$7,871.82	\$60.83
404-690-116-3	117	\$7,932.65	\$7,871.82	\$60.83
404-690-117-1	118	\$7,932.65	\$7,871.82	\$60.83
404-690-118-9	119	\$7,932.65	\$7,871.82	\$60.83
404-690-119-7	120	\$7,932.65	\$7,871.82	\$60.83
404-690-120-5	121	\$7,932.65	\$7,871.82	\$60.83
404-690-121-3	122	\$7,932.65	\$7,871.82	\$60.83
404-690-122-1	123	\$7,932.65	\$7,871.82	\$60.83
404-690-123-9	124	\$7,932.65	\$7,871.82	\$60.83
404-690-124-7	125	\$7,932.65	\$7,871.82	\$60.83
404-690-125-4	126	\$7,932.65	\$7,871.82	\$60.83
404-690-126-2	127	\$7,932.65	\$7,871.82	\$60.83
404-690-127-0	128	\$7,932.65	\$7,871.82	\$60.83
404-690-128-8	129	\$7,932.65	\$7,871.82	\$60.83
404-690-129-6	130	\$7,932.65	\$7,871.82	\$60.83
404-690-130-4	131	\$7,932.65	\$7,871.82	\$60.83
404-690-131-2	132	\$7,932.65	\$7,871.82	\$60.83
404-690-132-0	133	\$7,932.65	\$7,871.82	\$60.83
404-690-133-8	134	\$7,932.65	\$7,871.82	\$60.83
404-690-134-6	135	\$7,932.65	\$7,871.82	\$60.83
404-690-135-3	136	\$7,932.65	\$7,871.82	\$60.83
404-690-136-1	137	\$7,932.65	\$7,871.82	\$60.83
404-690-137-9	138	\$7,932.65	\$7,871.82	\$60.83
404-690-138-7	139	\$7,932.65	\$7,871.82	\$60.83
404-690-139-5	140	\$7,932.65	\$7,871.82	\$60.83
404-690-140-3	141	\$7,932.65	\$7,871.82	\$60.83
404-690-141-1	142	\$7,932.65	\$7,871.82	\$60.83
404-690-142-9	143	\$7,932.65	\$7,871.82	\$60.83
404-690-143-7	144	\$7,932.65	\$7,871.82	\$60.83
404-690-144-5	145	\$7,932.65	\$7,871.82	\$60.83

Revised Remaining Principal Amount Per Parcel for the Residential Parcels on the Eastern Side of the Bayside Development (Tract 8853) with an Original Remaining Principal Amount of \$7,932.65 Continued
(APNs 404-690-145 through 164/Reassessment Numbers 146 through 164)¹

Assessor Parcel Number	New Reassessment Number	Original Remaining Principal Amount	Revised Remaining Principal Amount	Remaining Principal Difference
404-690-145-2	146	\$7,932.65	\$7,871.82	\$60.83
404-690-146-0	147	\$7,932.65	\$7,871.82	\$60.83
404-690-147-8	148	\$7,932.65	\$7,871.82	\$60.83
404-690-148-6	149	\$7,932.65	\$7,871.82	\$60.83
404-690-149-4	150	\$7,932.65	\$7,871.82	\$60.83
404-690-150-2	151	\$7,932.65	\$7,871.82	\$60.83
404-690-151-0	152	\$7,932.65	\$7,871.82	\$60.83
404-690-152-8	153	\$7,932.65	\$7,871.82	\$60.83
404-690-153-6	154	\$7,932.65	\$7,871.82	\$60.83
404-690-154-4	155	\$7,932.65	\$7,871.82	\$60.83
404-690-155-1	156	\$7,932.65	\$7,871.82	\$60.83
404-690-156-9	157	\$7,932.65	\$7,871.82	\$60.83
404-690-157-7	158	\$7,932.65	\$7,871.82	\$60.83
404-690-158-5	159	\$7,932.65	\$7,871.82	\$60.83
404-690-159-3	160	\$7,932.65	\$7,871.82	\$60.83
404-690-160-1	161	\$7,932.65	\$7,871.82	\$60.83
404-690-161-9	162	\$7,932.65	\$7,871.82	\$60.83
404-690-162-7	163	\$7,932.65	\$7,871.82	\$60.83
404-690-163-5	164	\$7,932.65	\$7,871.82	\$60.83

¹ The Original Remaining Principal Amount includes all unpaid principal amounts, including the principal amount levied through the Contra Costa County Fiscal Year 2019-20 Secured Property Tax Roll. The Fiscal Year 2019-20 levy amount will be used to pay the principal and interest due on the Refunding Bonds in September 2020. The Revised Remaining Principal Amount includes a spread of all outstanding Refunding Bonds, including the principal and interest installments that are to be paid using unpaid assessments.

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Total Existing Debt Service Schedule Per Parcel Versus Bonds to be Issued for the Residential Parcels on the Western Side of the Bayside Development (Tract 8852) with an Original Remaining Principal Amount of \$9,270.65 (APNs 404-700-001 through 172/Reassessment Numbers 165 through 336)

Auditor's Record for Parcels (see next page) with an Original Remaining Principal Amount of \$9,270.65 and a Revised Principal Amount of \$9,199.56

AUDITOR'S RECORD FOR ORIGINAL ASSESSMENT ¹						AUDITOR'S RECORD FOR REASSESSMENT ²						Annual Savings in Debt Service
Installment Date	Interest Rate	Principal Amount	Interest Amount	Debt Service	Remaining Principal Balance	Installment Date	Interest Rate	Principal Amount	Interest Amount	Debt Service	Remaining Principal Balance	
3/2/2020	4.85%	\$0.00	\$233.33	\$233.33	\$9,270.65	3/2/2020	2.27%	\$0.00	\$0.00	\$0.00	\$9,199.56	\$0.00
9/2/2020	4.85%	\$394.28	\$233.33	\$627.61	\$8,876.37	9/2/2020	2.27%	\$698.32	\$155.46	\$853.78	\$8,501.24	\$7.15
3/2/2021	5.00%	\$0.00	\$223.76	\$223.76	\$8,876.37	3/2/2021	2.27%	\$0.00	\$96.49	\$96.49	\$8,501.24	\$0.00
9/2/2021	5.00%	\$414.50	\$223.76	\$638.26	\$8,461.87	9/2/2021	2.27%	\$485.79	\$96.49	\$582.27	\$8,015.46	\$183.27
3/2/2022	5.00%	\$0.00	\$213.40	\$213.40	\$8,461.87	3/2/2022	2.27%	\$0.00	\$90.98	\$90.98	\$8,015.46	\$0.00
9/2/2022	5.00%	\$434.72	\$213.40	\$648.12	\$8,027.15	9/2/2022	2.27%	\$500.97	\$90.98	\$591.94	\$7,514.49	\$178.61
3/2/2023	5.00%	\$0.00	\$202.53	\$202.53	\$8,027.15	3/2/2023	2.27%	\$0.00	\$85.29	\$85.29	\$7,514.49	\$0.00
9/2/2023	5.00%	\$454.94	\$202.53	\$657.47	\$7,572.21	9/2/2023	2.27%	\$500.97	\$85.29	\$586.26	\$7,013.53	\$188.46
3/2/2024	5.00%	\$0.00	\$191.16	\$191.16	\$7,572.21	3/2/2024	2.27%	\$0.00	\$79.60	\$79.60	\$7,013.53	\$0.00
9/2/2024	5.00%	\$475.16	\$191.16	\$666.32	\$7,097.05	9/2/2024	2.27%	\$500.97	\$79.60	\$580.57	\$6,512.56	\$197.31
3/2/2025	5.00%	\$0.00	\$179.28	\$179.28	\$7,097.05	3/2/2025	2.27%	\$0.00	\$73.92	\$73.92	\$6,512.56	\$0.00
9/2/2025	5.00%	\$495.38	\$179.28	\$674.66	\$6,601.67	9/2/2025	2.27%	\$531.33	\$73.92	\$605.25	\$5,981.23	\$174.78
3/2/2026	5.00%	\$0.00	\$166.90	\$166.90	\$6,601.67	3/2/2026	2.27%	\$0.00	\$67.89	\$67.89	\$5,981.23	\$0.00
9/2/2026	5.00%	\$525.71	\$166.90	\$692.60	\$6,075.96	9/2/2026	2.27%	\$546.51	\$67.89	\$614.40	\$5,434.72	\$177.22
3/2/2027	5.00%	\$0.00	\$153.75	\$153.75	\$6,075.96	3/2/2027	2.27%	\$0.00	\$61.68	\$61.68	\$5,434.72	\$0.00
9/2/2027	5.00%	\$545.93	\$153.75	\$699.68	\$5,530.04	9/2/2027	2.27%	\$546.51	\$61.68	\$608.19	\$4,888.22	\$183.56
3/2/2028	5.00%	\$0.00	\$140.11	\$140.11	\$5,530.04	3/2/2028	2.27%	\$0.00	\$55.48	\$55.48	\$4,888.22	\$0.00
9/2/2028	5.00%	\$576.26	\$140.11	\$716.36	\$4,953.78	9/2/2028	2.27%	\$561.69	\$55.48	\$617.17	\$4,326.53	\$183.82
3/2/2029	5.00%	\$0.00	\$125.70	\$125.70	\$4,953.78	3/2/2029	2.27%	\$0.00	\$49.11	\$49.11	\$4,326.53	\$0.00
9/2/2029	5.00%	\$606.59	\$125.70	\$732.29	\$4,347.20	9/2/2029	2.27%	\$576.87	\$49.11	\$625.98	\$3,749.66	\$182.90
3/2/2030	5.00%	\$0.00	\$110.54	\$110.54	\$4,347.20	3/2/2030	2.27%	\$0.00	\$42.56	\$42.56	\$3,749.66	\$0.00
9/2/2030	5.00%	\$636.91	\$110.54	\$747.45	\$3,710.28	9/2/2030	2.27%	\$592.05	\$42.56	\$634.61	\$3,157.61	\$180.82
3/2/2031	5.10%	\$0.00	\$94.61	\$94.61	\$3,710.28	3/2/2031	2.27%	\$0.00	\$35.84	\$35.84	\$3,157.61	\$0.00
9/2/2031	5.10%	\$667.24	\$94.61	\$761.86	\$3,043.04	9/2/2031	2.27%	\$607.23	\$35.84	\$643.07	\$2,550.38	\$177.56
3/2/2032	5.10%	\$0.00	\$77.60	\$77.60	\$3,043.04	3/2/2032	2.27%	\$0.00	\$28.95	\$28.95	\$2,550.38	\$0.00
9/2/2032	5.10%	\$707.68	\$77.60	\$785.28	\$2,335.35	9/2/2032	2.27%	\$622.41	\$28.95	\$651.36	\$1,927.96	\$182.57
3/2/2033	5.10%	\$0.00	\$59.55	\$59.55	\$2,335.35	3/2/2033	2.27%	\$0.00	\$21.88	\$21.88	\$1,927.96	\$0.00
9/2/2033	5.10%	\$738.01	\$59.55	\$797.56	\$1,597.34	9/2/2033	2.27%	\$637.59	\$21.88	\$659.48	\$1,290.37	\$175.76
3/2/2034	5.10%	\$0.00	\$40.73	\$40.73	\$1,597.34	3/2/2034	2.27%	\$0.00	\$14.65	\$14.65	\$1,290.37	\$0.00
9/2/2034	5.10%	\$778.45	\$40.73	\$819.18	\$818.89	9/2/2034	2.27%	\$637.59	\$14.65	\$652.24	\$652.78	\$193.03
3/2/2035	5.10%	\$0.00	\$20.88	\$20.88	\$818.89	3/2/2035	2.27%	\$0.00	\$7.41	\$7.41	\$652.78	\$0.00
9/2/2035	5.10%	\$818.89	\$20.88	\$839.77	\$0.00	9/2/2035	2.27%	\$652.77	\$7.41	\$660.18	\$0.00	\$193.06
		\$9,270.65	\$4,467.67	\$13,738.32				\$9,199.56	\$1,778.89	\$10,978.45		\$2,759.87

¹ The Auditor's Record for Original Assessment shows each parcel's unpaid assessment installments associated with the Existing Bonds.

² The Auditor's Record for Reassessment shows each parcel's proposed unpaid reassessment installments associated with the Refunding Bonds. The principal and interest to be paid in September 2020 on the Refunding Bonds will be paid by the District's unpaid assessment installments that were levied in FY 2019-20.

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Revised Remaining Principal Amount Per Parcel for the Residential Parcels on the
 Western Side of the Bayside Development (Tract 8852) with an
 Original Remaining Principal Amount of \$9,270.65
 (APNs 404-700-001 through 044/Reassessment Numbers 165 through 208)¹

Assessor Parcel Number	New Reassessment Number	Original Remaining Principal Amount	Revised Remaining Principal Amount	Remaining Principal Difference
404-700-001-5	165	\$9,270.65	\$9,199.56	\$71.09
404-700-002-3	166	\$9,270.65	\$9,199.56	\$71.09
404-700-003-1	167	\$9,270.65	\$9,199.56	\$71.09
404-700-004-9	168	\$9,270.65	\$9,199.56	\$71.09
404-700-005-6	169	\$9,270.65	\$9,199.56	\$71.09
404-700-006-4	170	\$9,270.65	\$9,199.56	\$71.09
404-700-007-2	171	\$9,270.65	\$9,199.56	\$71.09
404-700-008-0	172	\$9,270.65	\$9,199.56	\$71.09
404-700-009-8	173	\$9,270.65	\$9,199.56	\$71.09
404-700-010-6	174	\$9,270.65	\$9,199.56	\$71.09
404-700-011-4	175	\$9,270.65	\$9,199.56	\$71.09
404-700-012-2	176	\$9,270.65	\$9,199.56	\$71.09
404-700-013-0	177	\$9,270.65	\$9,199.56	\$71.09
404-700-014-8	178	\$9,270.65	\$9,199.56	\$71.09
404-700-015-5	179	\$9,270.65	\$9,199.56	\$71.09
404-700-016-3	180	\$9,270.65	\$9,199.56	\$71.09
404-700-017-1	181	\$9,270.65	\$9,199.56	\$71.09
404-700-018-9	182	\$9,270.65	\$9,199.56	\$71.09
404-700-019-7	183	\$9,270.65	\$9,199.56	\$71.09
404-700-020-5	184	\$9,270.65	\$9,199.56	\$71.09
404-700-021-3	185	\$9,270.65	\$9,199.56	\$71.09
404-700-022-1	186	\$9,270.65	\$9,199.56	\$71.09
404-700-023-9	187	\$9,270.65	\$9,199.56	\$71.09
404-700-024-7	188	\$9,270.65	\$9,199.56	\$71.09
404-700-025-4	189	\$9,270.65	\$9,199.56	\$71.09
404-700-026-2	190	\$9,270.65	\$9,199.56	\$71.09
404-700-027-0	191	\$9,270.65	\$9,199.56	\$71.09
404-700-028-8	192	\$9,270.65	\$9,199.56	\$71.09
404-700-029-6	193	\$9,270.65	\$9,199.56	\$71.09
404-700-030-4	194	\$9,270.65	\$9,199.56	\$71.09
404-700-031-2	195	\$9,270.65	\$9,199.56	\$71.09
404-700-032-0	196	\$9,270.65	\$9,199.56	\$71.09
404-700-033-8	197	\$9,270.65	\$9,199.56	\$71.09
404-700-034-6	198	\$9,270.65	\$9,199.56	\$71.09
404-700-035-3	199	\$9,270.65	\$9,199.56	\$71.09
404-700-036-1	200	\$9,270.65	\$9,199.56	\$71.09
404-700-037-9	201	\$9,270.65	\$9,199.56	\$71.09
404-700-038-7	202	\$9,270.65	\$9,199.56	\$71.09
404-700-039-5	203	\$9,270.65	\$9,199.56	\$71.09
404-700-040-3	204	\$9,270.65	\$9,199.56	\$71.09
404-700-041-1	205	\$9,270.65	\$9,199.56	\$71.09
404-700-042-9	206	\$9,270.65	\$9,199.56	\$71.09
404-700-043-7	207	\$9,270.65	\$9,199.56	\$71.09
404-700-044-5	208	\$9,270.65	\$9,199.56	\$71.09

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Revised Remaining Principal Amount Per Parcel for the Residential Parcels on the
 Western Side of the Bayside Development (Tract 8852) with an
 Original Remaining Principal Amount of \$9,270.65 Continued
 (APNs 404-700-045 through 094/Reassessment Numbers 209 through 258)¹

Assessor Parcel Number	New Reassessment Number	Original Remaining Principal Amount	Revised Remaining Principal Amount	Remaining Principal Difference
404-700-045-2	209	\$9,270.65	\$9,199.56	\$71.09
404-700-046-0	210	\$9,270.65	\$9,199.56	\$71.09
404-700-047-8	211	\$9,270.65	\$9,199.56	\$71.09
404-700-048-6	212	\$9,270.65	\$9,199.56	\$71.09
404-700-049-4	213	\$9,270.65	\$9,199.56	\$71.09
404-700-050-2	214	\$9,270.65	\$9,199.56	\$71.09
404-700-051-0	215	\$9,270.65	\$9,199.56	\$71.09
404-700-052-8	216	\$9,270.65	\$9,199.56	\$71.09
404-700-053-6	217	\$9,270.65	\$9,199.56	\$71.09
404-700-054-4	218	\$9,270.65	\$9,199.56	\$71.09
404-700-055-1	219	\$9,270.65	\$9,199.56	\$71.09
404-700-056-9	220	\$9,270.65	\$9,199.56	\$71.09
404-700-057-7	221	\$9,270.65	\$9,199.56	\$71.09
404-700-058-5	222	\$9,270.65	\$9,199.56	\$71.09
404-700-059-3	223	\$9,270.65	\$9,199.56	\$71.09
404-700-060-1	224	\$9,270.65	\$9,199.56	\$71.09
404-700-061-9	225	\$9,270.65	\$9,199.56	\$71.09
404-700-062-7	226	\$9,270.65	\$9,199.56	\$71.09
404-700-063-5	227	\$9,270.65	\$9,199.56	\$71.09
404-700-064-3	228	\$9,270.65	\$9,199.56	\$71.09
404-700-065-0	229	\$9,270.65	\$9,199.56	\$71.09
404-700-066-8	230	\$9,270.65	\$9,199.56	\$71.09
404-700-067-6	231	\$9,270.65	\$9,199.56	\$71.09
404-700-068-4	232	\$9,270.65	\$9,199.56	\$71.09
404-700-069-2	233	\$9,270.65	\$9,199.56	\$71.09
404-700-070-0	234	\$9,270.65	\$9,199.56	\$71.09
404-700-071-8	235	\$9,270.65	\$9,199.56	\$71.09
404-700-072-6	236	\$9,270.65	\$9,199.56	\$71.09
404-700-073-4	237	\$9,270.65	\$9,199.56	\$71.09
404-700-074-2	238	\$9,270.65	\$9,199.56	\$71.09
404-700-075-9	239	\$9,270.65	\$9,199.56	\$71.09
404-700-076-7	240	\$9,270.65	\$9,199.56	\$71.09
404-700-077-5	241	\$9,270.65	\$9,199.56	\$71.09
404-700-078-3	242	\$9,270.65	\$9,199.56	\$71.09
404-700-079-1	243	\$9,270.65	\$9,199.56	\$71.09
404-700-080-9	244	\$9,270.65	\$9,199.56	\$71.09
404-700-081-7	245	\$9,270.65	\$9,199.56	\$71.09
404-700-082-5	246	\$9,270.65	\$9,199.56	\$71.09
404-700-083-3	247	\$9,270.65	\$9,199.56	\$71.09
404-700-084-1	248	\$9,270.65	\$9,199.56	\$71.09
404-700-085-8	249	\$9,270.65	\$9,199.56	\$71.09
404-700-086-6	250	\$9,270.65	\$9,199.56	\$71.09
404-700-087-4	251	\$9,270.65	\$9,199.56	\$71.09
404-700-088-2	252	\$9,270.65	\$9,199.56	\$71.09
404-700-089-0	253	\$9,270.65	\$9,199.56	\$71.09
404-700-090-8	254	\$9,270.65	\$9,199.56	\$71.09
404-700-091-6	255	\$9,270.65	\$9,199.56	\$71.09
404-700-092-4	256	\$9,270.65	\$9,199.56	\$71.09
404-700-093-2	257	\$9,270.65	\$9,199.56	\$71.09
404-700-094-0	258	\$9,270.65	\$9,199.56	\$71.09

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Revised Remaining Principal Amount Per Parcel for the Residential Parcels on the
 Western Side of the Bayside Development (Tract 8852) with an
 Original Remaining Principal Amount of \$9,270.65 Continued
 (APNs 404-700-095 through 144/Reassessment Numbers 259 through 308)¹

Assessor Parcel Number	New Reassessment Number	Original Remaining Principal Amount	Revised Remaining Principal Amount	Remaining Principal Difference
404-700-095-7	259	\$9,270.65	\$9,199.56	\$71.09
404-700-096-5	260	\$9,270.65	\$9,199.56	\$71.09
404-700-097-3	261	\$9,270.65	\$9,199.56	\$71.09
404-700-098-1	262	\$9,270.65	\$9,199.56	\$71.09
404-700-099-9	263	\$9,270.65	\$9,199.56	\$71.09
404-700-100-5	264	\$9,270.65	\$9,199.56	\$71.09
404-700-101-3	265	\$9,270.65	\$9,199.56	\$71.09
404-700-102-1	266	\$9,270.65	\$9,199.56	\$71.09
404-700-103-9	267	\$9,270.65	\$9,199.56	\$71.09
404-700-104-7	268	\$9,270.65	\$9,199.56	\$71.09
404-700-105-4	269	\$9,270.65	\$9,199.56	\$71.09
404-700-106-2	270	\$9,270.65	\$9,199.56	\$71.09
404-700-107-0	271	\$9,270.65	\$9,199.56	\$71.09
404-700-108-8	272	\$9,270.65	\$9,199.56	\$71.09
404-700-109-6	273	\$9,270.65	\$9,199.56	\$71.09
404-700-110-4	274	\$9,270.65	\$9,199.56	\$71.09
404-700-111-2	275	\$9,270.65	\$9,199.56	\$71.09
404-700-112-0	276	\$9,270.65	\$9,199.56	\$71.09
404-700-113-8	277	\$9,270.65	\$9,199.56	\$71.09
404-700-114-6	278	\$9,270.65	\$9,199.56	\$71.09
404-700-115-3	279	\$9,270.65	\$9,199.56	\$71.09
404-700-116-1	280	\$9,270.65	\$9,199.56	\$71.09
404-700-117-9	281	\$9,270.65	\$9,199.56	\$71.09
404-700-118-7	282	\$9,270.65	\$9,199.56	\$71.09
404-700-119-5	283	\$9,270.65	\$9,199.56	\$71.09
404-700-120-3	284	\$9,270.65	\$9,199.56	\$71.09
404-700-121-1	285	\$9,270.65	\$9,199.56	\$71.09
404-700-122-9	286	\$9,270.65	\$9,199.56	\$71.09
404-700-123-7	287	\$9,270.65	\$9,199.56	\$71.09
404-700-124-5	288	\$9,270.65	\$9,199.56	\$71.09
404-700-125-2	289	\$9,270.65	\$9,199.56	\$71.09
404-700-126-0	290	\$9,270.65	\$9,199.56	\$71.09
404-700-127-8	291	\$9,270.65	\$9,199.56	\$71.09
404-700-128-6	292	\$9,270.65	\$9,199.56	\$71.09
404-700-129-4	293	\$9,270.65	\$9,199.56	\$71.09
404-700-130-2	294	\$9,270.65	\$9,199.56	\$71.09
404-700-131-0	295	\$9,270.65	\$9,199.56	\$71.09
404-700-132-8	296	\$9,270.65	\$9,199.56	\$71.09
404-700-133-6	297	\$9,270.65	\$9,199.56	\$71.09
404-700-134-4	298	\$9,270.65	\$9,199.56	\$71.09
404-700-135-1	299	\$9,270.65	\$9,199.56	\$71.09
404-700-136-9	300	\$9,270.65	\$9,199.56	\$71.09
404-700-137-7	301	\$9,270.65	\$9,199.56	\$71.09
404-700-138-5	302	\$9,270.65	\$9,199.56	\$71.09
404-700-139-3	303	\$9,270.65	\$9,199.56	\$71.09
404-700-140-1	304	\$9,270.65	\$9,199.56	\$71.09
404-700-141-9	305	\$9,270.65	\$9,199.56	\$71.09
404-700-142-7	306	\$9,270.65	\$9,199.56	\$71.09
404-700-143-5	307	\$9,270.65	\$9,199.56	\$71.09
404-700-144-3	308	\$9,270.65	\$9,199.56	\$71.09

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Revised Remaining Principal Amount Per Parcel for the Residential Parcels on the
 Western Side of the Bayside Development (Tract 8852) with an
 Original Remaining Principal Amount of \$9,270.65 Continued
 (APNs 404-700-145 through 172/Reassessment Numbers 309 through 336)¹

Assessor Parcel Number	New Reassessment Number	Original Remaining Principal Amount	Revised Remaining Principal Amount	Remaining Principal Difference
404-700-145-0	309	\$9,270.65	\$9,199.56	\$71.09
404-700-146-8	310	\$9,270.65	\$9,199.56	\$71.09
404-700-147-6	311	\$9,270.65	\$9,199.56	\$71.09
404-700-148-4	312	\$9,270.65	\$9,199.56	\$71.09
404-700-149-2	313	\$9,270.65	\$9,199.56	\$71.09
404-700-150-0	314	\$9,270.65	\$9,199.56	\$71.09
404-700-151-8	315	\$9,270.65	\$9,199.56	\$71.09
404-700-152-6	316	\$9,270.65	\$9,199.56	\$71.09
404-700-153-4	317	\$9,270.65	\$9,199.56	\$71.09
404-700-154-2	318	\$9,270.65	\$9,199.56	\$71.09
404-700-155-9	319	\$9,270.65	\$9,199.56	\$71.09
404-700-156-7	320	\$9,270.65	\$9,199.56	\$71.09
404-700-157-5	321	\$9,270.65	\$9,199.56	\$71.09
404-700-158-3	322	\$9,270.65	\$9,199.56	\$71.09
404-700-159-1	323	\$9,270.65	\$9,199.56	\$71.09
404-700-160-9	324	\$9,270.65	\$9,199.56	\$71.09
404-700-161-7	325	\$9,270.65	\$9,199.56	\$71.09
404-700-162-5	326	\$9,270.65	\$9,199.56	\$71.09
404-700-163-3	327	\$9,270.65	\$9,199.56	\$71.09
404-700-164-1	328	\$9,270.65	\$9,199.56	\$71.09
404-700-165-8	329	\$9,270.65	\$9,199.56	\$71.09
404-700-166-6	330	\$9,270.65	\$9,199.56	\$71.09
404-700-167-4	331	\$9,270.65	\$9,199.56	\$71.09
404-700-168-2	332	\$9,270.65	\$9,199.56	\$71.09
404-700-169-0	333	\$9,270.65	\$9,199.56	\$71.09
404-700-170-8	334	\$9,270.65	\$9,199.56	\$71.09
404-700-171-6	335	\$9,270.65	\$9,199.56	\$71.09
404-700-172-4	336	\$9,270.65	\$9,199.56	\$71.09

¹ The Original Remaining Principal Amount includes all unpaid principal amounts, including the principal amount levied through the Contra Costa County Fiscal Year 2019-20 Secured Property Tax Roll. The Fiscal Year 2019-20 levy amount will be used to pay the principal and interest due on the Refunding Bonds in September 2020. The Revised Remaining Principal Amount includes a spread of all outstanding Refunding Bonds, including the principal and interest installments that are to be paid using unpaid assessments.

EXHIBIT F

AUDITOR'S REASSESSMENT ROLL

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Assessor's Parcel Number	New Reassessment Number	Original Remaining Principal ¹	Revised Remaining Principal ²	Remaining Principal Difference
404-020-082-8	1	\$165,840.76	\$164,569.02	\$1,271.74
404-690-001-7	2	\$7,932.65	\$7,871.82	\$60.83
404-690-002-5	3	\$7,932.65	\$7,871.82	\$60.83
404-690-003-3	4	\$7,932.65	\$7,871.82	\$60.83
404-690-004-1	5	\$7,932.65	\$7,871.82	\$60.83
404-690-005-8	6	\$7,932.65	\$7,871.82	\$60.83
404-690-006-6	7	\$7,932.65	\$7,871.82	\$60.83
404-690-007-4	8	\$7,932.65	\$7,871.82	\$60.83
404-690-008-2	9	\$7,932.65	\$7,871.82	\$60.83
404-690-009-0	10	\$7,932.65	\$7,871.82	\$60.83
404-690-010-8	11	\$7,932.65	\$7,871.82	\$60.83
404-690-011-6	12	\$7,932.65	\$7,871.82	\$60.83
404-690-012-4	13	\$7,932.65	\$7,871.82	\$60.83
404-690-013-2	14	\$7,932.65	\$7,871.82	\$60.83
404-690-014-0	15	\$7,932.65	\$7,871.82	\$60.83
404-690-015-7	16	\$7,932.65	\$7,871.82	\$60.83
404-690-016-5	17	\$7,932.65	\$7,871.82	\$60.83
404-690-017-3	18	\$7,932.65	\$7,871.82	\$60.83
404-690-018-1	19	\$7,932.65	\$7,871.82	\$60.83
404-690-019-9	20	\$7,932.65	\$7,871.82	\$60.83
404-690-020-7	21	\$7,932.65	\$7,871.82	\$60.83
404-690-021-5	22	\$7,932.65	\$7,871.82	\$60.83
404-690-022-3	23	\$7,932.65	\$7,871.82	\$60.83
404-690-023-1	24	\$7,932.65	\$7,871.82	\$60.83
404-690-024-9	25	\$7,932.65	\$7,871.82	\$60.83
404-690-025-6	26	\$7,932.65	\$7,871.82	\$60.83
404-690-026-4	27	\$7,932.65	\$7,871.82	\$60.83
404-690-027-2	28	\$7,932.65	\$7,871.82	\$60.83
404-690-028-0	29	\$7,932.65	\$7,871.82	\$60.83
404-690-029-8	30	\$7,932.65	\$7,871.82	\$60.83
404-690-030-6	31	\$7,932.65	\$7,871.82	\$60.83
404-690-031-4	32	\$7,932.65	\$7,871.82	\$60.83
404-690-032-2	33	\$7,932.65	\$7,871.82	\$60.83
404-690-033-0	34	\$7,932.65	\$7,871.82	\$60.83
404-690-034-8	35	\$7,932.65	\$7,871.82	\$60.83
404-690-035-5	36	\$7,932.65	\$7,871.82	\$60.83
404-690-036-3	37	\$7,932.65	\$7,871.82	\$60.83
404-690-037-1	38	\$7,932.65	\$7,871.82	\$60.83
404-690-038-9	39	\$7,932.65	\$7,871.82	\$60.83
404-690-039-7	40	\$7,932.65	\$7,871.82	\$60.83
404-690-040-5	41	\$7,932.65	\$7,871.82	\$60.83
404-690-041-3	42	\$7,932.65	\$7,871.82	\$60.83
404-690-042-1	43	\$7,932.65	\$7,871.82	\$60.83
404-690-043-9	44	\$7,932.65	\$7,871.82	\$60.83
404-690-044-7	45	\$7,932.65	\$7,871.82	\$60.83
404-690-045-4	46	\$7,932.65	\$7,871.82	\$60.83
404-690-046-2	47	\$7,932.65	\$7,871.82	\$60.83
404-690-047-0	48	\$7,932.65	\$7,871.82	\$60.83
404-690-048-8	49	\$7,932.65	\$7,871.82	\$60.83
404-690-049-6	50	\$7,932.65	\$7,871.82	\$60.83

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Assessor's Parcel Number	New Reassessment Number	Original Remaining Principal ¹	Revised Remaining Principal ²	Remaining Principal Difference
404-690-050-4	51	\$7,932.65	\$7,871.82	\$60.83
404-690-051-2	52	\$7,932.65	\$7,871.82	\$60.83
404-690-052-0	53	\$7,932.65	\$7,871.82	\$60.83
404-690-053-8	54	\$7,932.65	\$7,871.82	\$60.83
404-690-054-6	55	\$7,932.65	\$7,871.82	\$60.83
404-690-055-3	56	\$7,932.65	\$7,871.82	\$60.83
404-690-056-1	57	\$7,932.65	\$7,871.82	\$60.83
404-690-057-9	58	\$7,932.65	\$7,871.82	\$60.83
404-690-058-7	59	\$7,932.65	\$7,871.82	\$60.83
404-690-059-5	60	\$7,932.65	\$7,871.82	\$60.83
404-690-060-3	61	\$7,932.65	\$7,871.82	\$60.83
404-690-061-1	62	\$7,932.65	\$7,871.82	\$60.83
404-690-062-9	63	\$7,932.65	\$7,871.82	\$60.83
404-690-063-7	64	\$7,932.65	\$7,871.82	\$60.83
404-690-064-5	65	\$7,932.65	\$7,871.82	\$60.83
404-690-065-2	66	\$7,932.65	\$7,871.82	\$60.83
404-690-066-0	67	\$7,932.65	\$7,871.82	\$60.83
404-690-067-8	68	\$7,932.65	\$7,871.82	\$60.83
404-690-068-6	69	\$7,932.65	\$7,871.82	\$60.83
404-690-069-4	70	\$7,932.65	\$7,871.82	\$60.83
404-690-070-2	71	\$7,932.65	\$7,871.82	\$60.83
404-690-071-0	72	\$7,932.65	\$7,871.82	\$60.83
404-690-072-8	73	\$7,932.65	\$7,871.82	\$60.83
404-690-073-6	74	\$7,932.65	\$7,871.82	\$60.83
404-690-074-4	75	\$7,932.65	\$7,871.82	\$60.83
404-690-075-1	76	\$7,932.65	\$7,871.82	\$60.83
404-690-076-9	77	\$7,932.65	\$7,871.82	\$60.83
404-690-077-7	78	\$7,932.65	\$7,871.82	\$60.83
404-690-078-5	79	\$7,932.65	\$7,871.82	\$60.83
404-690-079-3	80	\$7,932.65	\$7,871.82	\$60.83
404-690-080-1	81	\$7,932.65	\$7,871.82	\$60.83
404-690-081-9	82	\$7,932.65	\$7,871.82	\$60.83
404-690-082-7	83	\$7,932.65	\$7,871.82	\$60.83
404-690-083-5	84	\$7,932.65	\$7,871.82	\$60.83
404-690-084-3	85	\$7,932.65	\$7,871.82	\$60.83
404-690-085-0	86	\$7,932.65	\$7,871.82	\$60.83
404-690-086-8	87	\$7,932.65	\$7,871.82	\$60.83
404-690-087-6	88	\$7,932.65	\$7,871.82	\$60.83
404-690-088-4	89	\$7,932.65	\$7,871.82	\$60.83
404-690-089-2	90	\$7,932.65	\$7,871.82	\$60.83
404-690-090-0	91	\$7,932.65	\$7,871.82	\$60.83
404-690-091-8	92	\$7,932.65	\$7,871.82	\$60.83
404-690-092-6	93	\$7,932.65	\$7,871.82	\$60.83
404-690-093-4	94	\$7,932.65	\$7,871.82	\$60.83
404-690-094-2	95	\$7,932.65	\$7,871.82	\$60.83
404-690-095-9	96	\$7,932.65	\$7,871.82	\$60.83
404-690-096-7	97	\$7,932.65	\$7,871.82	\$60.83
404-690-097-5	98	\$7,932.65	\$7,871.82	\$60.83
404-690-098-3	99	\$7,932.65	\$7,871.82	\$60.83
404-690-099-1	100	\$7,932.65	\$7,871.82	\$60.83

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Assessor's Parcel Number	New Reassessment Number	Original Remaining Principal ¹	Revised Remaining Principal ²	Remaining Principal Difference
404-690-100-7	101	\$7,932.65	\$7,871.82	\$60.83
404-690-101-5	102	\$7,932.65	\$7,871.82	\$60.83
404-690-102-3	103	\$7,932.65	\$7,871.82	\$60.83
404-690-103-1	104	\$7,932.65	\$7,871.82	\$60.83
404-690-104-9	105	\$7,932.65	\$7,871.82	\$60.83
404-690-105-6	106	\$7,932.65	\$7,871.82	\$60.83
404-690-106-4	107	\$7,932.65	\$7,871.82	\$60.83
404-690-107-2	108	\$7,932.65	\$7,871.82	\$60.83
404-690-108-0	109	\$7,932.65	\$7,871.82	\$60.83
404-690-109-8	110	\$7,932.65	\$7,871.82	\$60.83
404-690-110-6	111	\$7,932.65	\$7,871.82	\$60.83
404-690-111-4	112	\$7,932.65	\$7,871.82	\$60.83
404-690-112-2	113	\$7,932.65	\$7,871.82	\$60.83
404-690-113-0	114	\$7,932.65	\$7,871.82	\$60.83
404-690-114-8	115	\$7,932.65	\$7,871.82	\$60.83
404-690-115-5	116	\$7,932.65	\$7,871.82	\$60.83
404-690-116-3	117	\$7,932.65	\$7,871.82	\$60.83
404-690-117-1	118	\$7,932.65	\$7,871.82	\$60.83
404-690-118-9	119	\$7,932.65	\$7,871.82	\$60.83
404-690-119-7	120	\$7,932.65	\$7,871.82	\$60.83
404-690-120-5	121	\$7,932.65	\$7,871.82	\$60.83
404-690-121-3	122	\$7,932.65	\$7,871.82	\$60.83
404-690-122-1	123	\$7,932.65	\$7,871.82	\$60.83
404-690-123-9	124	\$7,932.65	\$7,871.82	\$60.83
404-690-124-7	125	\$7,932.65	\$7,871.82	\$60.83
404-690-125-4	126	\$7,932.65	\$7,871.82	\$60.83
404-690-126-2	127	\$7,932.65	\$7,871.82	\$60.83
404-690-127-0	128	\$7,932.65	\$7,871.82	\$60.83
404-690-128-8	129	\$7,932.65	\$7,871.82	\$60.83
404-690-129-6	130	\$7,932.65	\$7,871.82	\$60.83
404-690-130-4	131	\$7,932.65	\$7,871.82	\$60.83
404-690-131-2	132	\$7,932.65	\$7,871.82	\$60.83
404-690-132-0	133	\$7,932.65	\$7,871.82	\$60.83
404-690-133-8	134	\$7,932.65	\$7,871.82	\$60.83
404-690-134-6	135	\$7,932.65	\$7,871.82	\$60.83
404-690-135-3	136	\$7,932.65	\$7,871.82	\$60.83
404-690-136-1	137	\$7,932.65	\$7,871.82	\$60.83
404-690-137-9	138	\$7,932.65	\$7,871.82	\$60.83
404-690-138-7	139	\$7,932.65	\$7,871.82	\$60.83
404-690-139-5	140	\$7,932.65	\$7,871.82	\$60.83
404-690-140-3	141	\$7,932.65	\$7,871.82	\$60.83
404-690-141-1	142	\$7,932.65	\$7,871.82	\$60.83
404-690-142-9	143	\$7,932.65	\$7,871.82	\$60.83
404-690-143-7	144	\$7,932.65	\$7,871.82	\$60.83
404-690-144-5	145	\$7,932.65	\$7,871.82	\$60.83
404-690-145-2	146	\$7,932.65	\$7,871.82	\$60.83
404-690-146-0	147	\$7,932.65	\$7,871.82	\$60.83
404-690-147-8	148	\$7,932.65	\$7,871.82	\$60.83
404-690-148-6	149	\$7,932.65	\$7,871.82	\$60.83
404-690-149-4	150	\$7,932.65	\$7,871.82	\$60.83

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Assessor's Parcel Number	New Reassessment Number	Original Remaining Principal ¹	Revised Remaining Principal ²	Remaining Principal Difference
404-690-150-2	151	\$7,932.65	\$7,871.82	\$60.83
404-690-151-0	152	\$7,932.65	\$7,871.82	\$60.83
404-690-152-8	153	\$7,932.65	\$7,871.82	\$60.83
404-690-153-6	154	\$7,932.65	\$7,871.82	\$60.83
404-690-154-4	155	\$7,932.65	\$7,871.82	\$60.83
404-690-155-1	156	\$7,932.65	\$7,871.82	\$60.83
404-690-156-9	157	\$7,932.65	\$7,871.82	\$60.83
404-690-157-7	158	\$7,932.65	\$7,871.82	\$60.83
404-690-158-5	159	\$7,932.65	\$7,871.82	\$60.83
404-690-159-3	160	\$7,932.65	\$7,871.82	\$60.83
404-690-160-1	161	\$7,932.65	\$7,871.82	\$60.83
404-690-161-9	162	\$7,932.65	\$7,871.82	\$60.83
404-690-162-7	163	\$7,932.65	\$7,871.82	\$60.83
404-690-163-5	164	\$7,932.65	\$7,871.82	\$60.83
404-700-001-5	165	\$9,270.65	\$9,199.56	\$71.09
404-700-002-3	166	\$9,270.65	\$9,199.56	\$71.09
404-700-003-1	167	\$9,270.65	\$9,199.56	\$71.09
404-700-004-9	168	\$9,270.65	\$9,199.56	\$71.09
404-700-005-6	169	\$9,270.65	\$9,199.56	\$71.09
404-700-006-4	170	\$9,270.65	\$9,199.56	\$71.09
404-700-007-2	171	\$9,270.65	\$9,199.56	\$71.09
404-700-008-0	172	\$9,270.65	\$9,199.56	\$71.09
404-700-009-8	173	\$9,270.65	\$9,199.56	\$71.09
404-700-010-6	174	\$9,270.65	\$9,199.56	\$71.09
404-700-011-4	175	\$9,270.65	\$9,199.56	\$71.09
404-700-012-2	176	\$9,270.65	\$9,199.56	\$71.09
404-700-013-0	177	\$9,270.65	\$9,199.56	\$71.09
404-700-014-8	178	\$9,270.65	\$9,199.56	\$71.09
404-700-015-5	179	\$9,270.65	\$9,199.56	\$71.09
404-700-016-3	180	\$9,270.65	\$9,199.56	\$71.09
404-700-017-1	181	\$9,270.65	\$9,199.56	\$71.09
404-700-018-9	182	\$9,270.65	\$9,199.56	\$71.09
404-700-019-7	183	\$9,270.65	\$9,199.56	\$71.09
404-700-020-5	184	\$9,270.65	\$9,199.56	\$71.09
404-700-021-3	185	\$9,270.65	\$9,199.56	\$71.09
404-700-022-1	186	\$9,270.65	\$9,199.56	\$71.09
404-700-023-9	187	\$9,270.65	\$9,199.56	\$71.09
404-700-024-7	188	\$9,270.65	\$9,199.56	\$71.09
404-700-025-4	189	\$9,270.65	\$9,199.56	\$71.09
404-700-026-2	190	\$9,270.65	\$9,199.56	\$71.09
404-700-027-0	191	\$9,270.65	\$9,199.56	\$71.09
404-700-028-8	192	\$9,270.65	\$9,199.56	\$71.09
404-700-029-6	193	\$9,270.65	\$9,199.56	\$71.09
404-700-030-4	194	\$9,270.65	\$9,199.56	\$71.09
404-700-031-2	195	\$9,270.65	\$9,199.56	\$71.09
404-700-032-0	196	\$9,270.65	\$9,199.56	\$71.09
404-700-033-8	197	\$9,270.65	\$9,199.56	\$71.09
404-700-034-6	198	\$9,270.65	\$9,199.56	\$71.09
404-700-035-3	199	\$9,270.65	\$9,199.56	\$71.09
404-700-036-1	200	\$9,270.65	\$9,199.56	\$71.09

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Assessor's Parcel Number	New Reassessment Number	Original Remaining Principal ¹	Revised Remaining Principal ²	Remaining Principal Difference
404-700-037-9	201	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-038-7	202	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-039-5	203	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-040-3	204	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-041-1	205	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-042-9	206	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-043-7	207	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-044-5	208	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-045-2	209	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-046-0	210	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-047-8	211	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-048-6	212	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-049-4	213	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-050-2	214	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-051-0	215	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-052-8	216	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-053-6	217	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-054-4	218	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-055-1	219	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-056-9	220	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-057-7	221	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-058-5	222	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-059-3	223	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-060-1	224	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-061-9	225	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-062-7	226	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-063-5	227	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-064-3	228	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-065-0	229	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-066-8	230	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-067-6	231	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-068-4	232	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-069-2	233	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-070-0	234	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-071-8	235	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-072-6	236	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-073-4	237	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-074-2	238	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-075-9	239	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-076-7	240	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-077-5	241	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-078-3	242	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-079-1	243	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-080-9	244	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-081-7	245	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-082-5	246	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-083-3	247	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-084-1	248	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-085-8	249	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-086-6	250	\$ 9,270.65	\$ 9,199.56	\$ 71.09

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Assessor's Parcel Number	New Reassessment Number	Original Remaining Principal ¹	Revised Remaining Principal ²	Remaining Principal Difference
404-700-087-4	251	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-088-2	252	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-089-0	253	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-090-8	254	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-091-6	255	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-092-4	256	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-093-2	257	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-094-0	258	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-095-7	259	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-096-5	260	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-097-3	261	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-098-1	262	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-099-9	263	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-100-5	264	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-101-3	265	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-102-1	266	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-103-9	267	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-104-7	268	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-105-4	269	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-106-2	270	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-107-0	271	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-108-8	272	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-109-6	273	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-110-4	274	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-111-2	275	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-112-0	276	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-113-8	277	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-114-6	278	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-115-3	279	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-116-1	280	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-117-9	281	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-118-7	282	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-119-5	283	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-120-3	284	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-121-1	285	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-122-9	286	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-123-7	287	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-124-5	288	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-125-2	289	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-126-0	290	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-127-8	291	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-128-6	292	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-129-4	293	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-130-2	294	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-131-0	295	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-132-8	296	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-133-6	297	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-134-4	298	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-135-1	299	\$ 9,270.65	\$ 9,199.56	\$ 71.09
404-700-136-9	300	\$ 9,270.65	\$ 9,199.56	\$ 71.09

CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

Assessor's Parcel Number	New Reassessment Number	Original Remaining Principal ¹	Revised Remaining Principal ²	Remaining Principal Difference
404-700-137-7	301	\$9,270.65	\$9,199.56	\$71.09
404-700-138-5	302	\$9,270.65	\$9,199.56	\$71.09
404-700-139-3	303	\$9,270.65	\$9,199.56	\$71.09
404-700-140-1	304	\$9,270.65	\$9,199.56	\$71.09
404-700-141-9	305	\$9,270.65	\$9,199.56	\$71.09
404-700-142-7	306	\$9,270.65	\$9,199.56	\$71.09
404-700-143-5	307	\$9,270.65	\$9,199.56	\$71.09
404-700-144-3	308	\$9,270.65	\$9,199.56	\$71.09
404-700-145-0	309	\$9,270.65	\$9,199.56	\$71.09
404-700-146-8	310	\$9,270.65	\$9,199.56	\$71.09
404-700-147-6	311	\$9,270.65	\$9,199.56	\$71.09
404-700-148-4	312	\$9,270.65	\$9,199.56	\$71.09
404-700-149-2	313	\$9,270.65	\$9,199.56	\$71.09
404-700-150-0	314	\$9,270.65	\$9,199.56	\$71.09
404-700-151-8	315	\$9,270.65	\$9,199.56	\$71.09
404-700-152-6	316	\$9,270.65	\$9,199.56	\$71.09
404-700-153-4	317	\$9,270.65	\$9,199.56	\$71.09
404-700-154-2	318	\$9,270.65	\$9,199.56	\$71.09
404-700-155-9	319	\$9,270.65	\$9,199.56	\$71.09
404-700-156-7	320	\$9,270.65	\$9,199.56	\$71.09
404-700-157-5	321	\$9,270.65	\$9,199.56	\$71.09
404-700-158-3	322	\$9,270.65	\$9,199.56	\$71.09
404-700-159-1	323	\$9,270.65	\$9,199.56	\$71.09
404-700-160-9	324	\$9,270.65	\$9,199.56	\$71.09
404-700-161-7	325	\$9,270.65	\$9,199.56	\$71.09
404-700-162-5	326	\$9,270.65	\$9,199.56	\$71.09
404-700-163-3	327	\$9,270.65	\$9,199.56	\$71.09
404-700-164-1	328	\$9,270.65	\$9,199.56	\$71.09
404-700-165-8	329	\$9,270.65	\$9,199.56	\$71.09
404-700-166-6	330	\$9,270.65	\$9,199.56	\$71.09
404-700-167-4	331	\$9,270.65	\$9,199.56	\$71.09
404-700-168-2	332	\$9,270.65	\$9,199.56	\$71.09
404-700-169-0	333	\$9,270.65	\$9,199.56	\$71.09
404-700-170-8	334	\$9,270.65	\$9,199.56	\$71.09
404-700-171-6	335	\$9,270.65	\$9,199.56	\$71.09
404-700-172-4	336	\$9,270.65	\$9,199.56	\$71.09
TOTAL	336 Parcels	\$3,053,414.15	\$3,030,000.00	\$23,414.15

¹ The Original Remaining Principal Amount includes all unpaid principal amounts, including the principal amount levied through the Contra Costa County Fiscal Year 2019-20 Secured Property Tax Roll, in the amount of \$298,259.40.

² The Revised Remaining Principal Amount includes all unpaid principal amounts needed to pay the Refunding Bonds. The 2020 debt service payment on the Refunding Bonds will be paid using District revenues from unpaid assessments in the amount of \$298,259.40, which was levied in Fiscal Year 2019-20.

EXHIBIT G

REASSESSMENT DIAGRAM

The Reassessment Diagram, although provided separately, is incorporated herein by this reference. A reduced and not-to-scale copy of the Reassessment Diagram is presented here for reference and is provided on the following pages.

Each subdivision of land reassessed is described by reference to its parcel number as shown on the Assessor's maps of the County of Contra Costa for Fiscal Year 2019-20. For a more particular description of said property, reference is hereby made to the records and maps on file and of record in the Contra Costa County Assessor's Office.

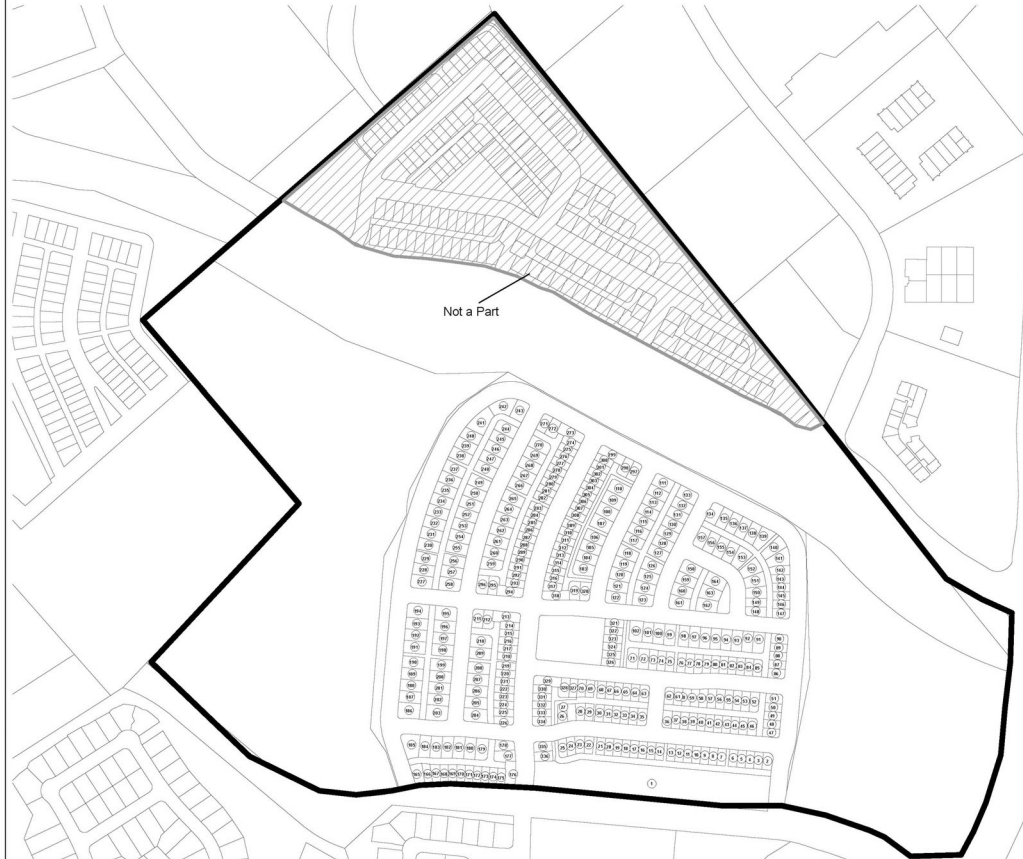
CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

BOOK _____ COMMUNITY FACILITIES DISTRICT PAGE _____

SHEET 1 OF 2

REASSESSMENT DIAGRAM
REASSESSMENT DISTRICT NO 2005-1 (JOHN MUIR PARKWAY)

CITY OF HERCULES
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



Prepared by Francisco & Associates, Inc. (09-11-2019)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF HERCULES THIS
____ DAY OF _____, 2019.

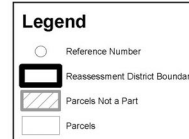
LORI MARTIN, CITY CLERK
CITY OF HERCULES
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED
BOUNDARIES OF THE CITY OF HERCULES REASSESSMENT DISTRICT
No. 2005-1, CITY OF HERCULES, COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA, WAS APPROVED BY THE CITY
COUNCIL OF THE CITY OF HERCULES, AT A REGULAR MEETING THEREOF,
HELD ON THE ____ DAY OF _____, 2019, BY ITS
RESOLUTION No. _____.

LORI MARTIN, CITY CLERK
CITY OF HERCULES
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

FILED THIS ____ DAY OF _____, 2019, AT THE HOUR
OF ____ M IN BOOK ____ OF MAPS OF ASSESSMENT
AND COMMUNITY FACILITIES DISTRICTS AT PAGE ____ DOCUMENT
No. ____ IN THE OFFICE OF THE COUNTY RECORDER
IN PLACER COUNTY, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA



CITY OF HERCULES
REASSESSMENT DISTRICT No. 2005-1 (JOHN MUIR PARKWAY)

SHEET 2 OF 2

REASSESSMENT DIAGRAM
REASSESSMENT DISTRICT NO 2019-1 (JOHN MUIR PARKWAY)

CITY OF HERCULES
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

Reassessment Number	Assessor Parcel Number	Reassessment Number	Assessor Parcel Number	Reassessment Number	Assessor Parcel Number	Reassessment Number	Assessor Parcel Number	Reassessment Number	Assessor Parcel Number	Reassessment Number	Assessor Parcel Number	Reassessment Number	Assessor Parcel Number
1	404-020-082-8	51	404-690-050-4	101	404-690-100-7	151	404-690-150-2	201	404-700-037-9	251	404-700-087-4	301	404-700-137-7
2	404-690-001-7	52	404-690-051-2	102	404-690-101-5	152	404-690-151-0	202	404-700-038-7	252	404-700-088-2	302	404-700-138-5
3	404-690-002-5	53	404-690-052-0	103	404-690-102-3	153	404-690-152-8	203	404-700-039-5	253	404-700-089-0	303	404-700-139-3
4	404-690-003-3	54	404-690-053-8	104	404-690-103-1	154	404-690-153-6	204	404-700-040-3	254	404-700-090-8	304	404-700-140-1
5	404-690-004-1	55	404-690-054-6	105	404-690-104-9	155	404-690-154-4	205	404-700-041-1	255	404-700-091-6	305	404-700-141-9
6	404-690-005-8	56	404-690-055-3	106	404-690-105-6	156	404-690-155-1	206	404-700-042-9	256	404-700-092-4	306	404-700-142-7
7	404-690-006-6	57	404-690-056-1	107	404-690-106-4	157	404-690-156-9	207	404-700-043-7	257	404-700-093-2	307	404-700-143-5
8	404-690-007-4	58	404-690-057-9	108	404-690-107-2	158	404-690-157-7	208	404-700-044-5	258	404-700-094-0	308	404-700-144-3
9	404-690-008-2	59	404-690-058-7	109	404-690-108-0	159	404-690-158-5	209	404-700-045-2	259	404-700-095-7	309	404-700-145-0
10	404-690-009-0	60	404-690-059-5	110	404-690-109-8	160	404-690-159-3	210	404-700-046-0	260	404-700-096-5	310	404-700-146-8
11	404-690-010-8	61	404-690-060-3	111	404-690-110-6	161	404-690-160-1	211	404-700-047-8	261	404-700-097-3	311	404-700-147-6
12	404-690-011-6	62	404-690-061-1	112	404-690-111-4	162	404-690-161-9	212	404-700-048-6	262	404-700-098-1	312	404-700-148-4
13	404-690-012-4	63	404-690-062-9	113	404-690-112-2	163	404-690-162-7	213	404-700-049-4	263	404-700-099-9	313	404-700-149-2
14	404-690-013-2	64	404-690-063-7	114	404-690-113-0	164	404-690-163-5	214	404-700-050-2	264	404-700-100-5	314	404-700-150-0
15	404-690-014-0	65	404-690-064-5	115	404-690-114-8	165	404-700-001-5	215	404-700-051-0	265	404-700-101-3	315	404-700-151-8
16	404-690-015-7	66	404-690-065-2	116	404-690-115-5	166	404-700-002-3	216	404-700-052-8	266	404-700-102-1	316	404-700-152-6
17	404-690-016-5	67	404-690-066-0	117	404-690-116-3	167	404-700-003-1	217	404-700-053-6	267	404-700-103-9	317	404-700-153-4
18	404-690-017-3	68	404-690-067-8	118	404-690-117-1	168	404-700-004-9	218	404-700-054-4	268	404-700-104-7	318	404-700-154-2
19	404-690-018-1	69	404-690-068-6	119	404-690-118-9	169	404-700-005-6	219	404-700-055-1	269	404-700-105-4	319	404-700-155-9
20	404-690-019-9	70	404-690-069-4	120	404-690-119-7	170	404-700-006-4	220	404-700-056-9	270	404-700-106-2	320	404-700-156-7
21	404-690-020-7	71	404-690-070-2	121	404-690-120-5	171	404-700-007-2	221	404-700-057-7	271	404-700-107-0	321	404-700-157-5
22	404-690-021-5	72	404-690-071-0	122	404-690-121-3	172	404-700-008-0	222	404-700-058-5	272	404-700-108-8	322	404-700-158-3
23	404-690-022-3	73	404-690-072-8	123	404-690-122-1	173	404-700-009-8	223	404-700-059-3	273	404-700-109-6	323	404-700-159-1
24	404-690-023-1	74	404-690-073-6	124	404-690-123-9	174	404-700-010-6	224	404-700-060-1	274	404-700-110-4	324	404-700-160-9
25	404-690-024-9	75	404-690-074-4	125	404-690-124-7	175	404-700-011-4	225	404-700-061-9	275	404-700-111-2	325	404-700-161-7
26	404-690-025-6	76	404-690-075-1	126	404-690-125-4	176	404-700-012-2	226	404-700-062-7	276	404-700-112-0	326	404-700-162-5
27	404-690-026-4	77	404-690-076-9	127	404-690-126-2	177	404-700-013-0	227	404-700-063-5	277	404-700-113-8	327	404-700-163-3
28	404-690-027-2	78	404-690-077-7	128	404-690-127-0	178	404-700-014-8	228	404-700-064-3	278	404-700-114-6	328	404-700-164-1
29	404-690-028-0	79	404-690-078-5	129	404-690-128-8	179	404-700-015-5	229	404-700-065-0	279	404-700-115-3	329	404-700-165-8
30	404-690-029-8	80	404-690-079-3	130	404-690-129-6	180	404-700-016-3	230	404-700-066-8	280	404-700-116-1	330	404-700-166-6
31	404-690-030-6	81	404-690-080-1	131	404-690-130-4	181	404-700-017-1	231	404-700-067-6	281	404-700-117-9	331	404-700-167-4
32	404-690-031-4	82	404-690-081-9	132	404-690-131-2	182	404-700-018-9	232	404-700-068-4	282	404-700-118-7	332	404-700-168-2
33	404-690-032-2	83	404-690-082-7	133	404-690-132-0	183	404-700-019-7	233	404-700-069-2	283	404-700-119-5	333	404-700-169-0
34	404-690-033-0	84	404-690-083-5	134	404-690-133-8	184	404-700-020-5	234	404-700-070-0	284	404-700-120-3	334	404-700-170-8
35	404-690-034-8	85	404-690-084-3	135	404-690-134-6	185	404-700-021-3	235	404-700-071-8	285	404-700-121-1	335	404-700-171-6
36	404-690-035-5	86	404-690-085-0	136	404-690-135-3	186	404-700-022-1	236	404-700-072-6	286	404-700-122-9	336	404-700-172-4
37	404-690-036-3	87	404-690-086-8	137	404-690-136-1	187	404-700-023-9	237	404-700-073-4	287	404-700-123-7		
38	404-690-037-1	88	404-690-087-6	138	404-690-137-9	188	404-700-024-7	238	404-700-074-2	288	404-700-124-5		
39	404-690-038-9	89	404-690-088-4	139	404-690-138-7	189	404-700-025-4	239	404-700-075-9	289	404-700-125-2		
40	404-690-039-7	90	404-690-089-2	140	404-690-139-5	190	404-700-026-2	240	404-700-076-7	290	404-700-126-0		
41	404-690-040-5	91	404-690-090-0	141	404-690-140-3	191	404-700-027-0	241	404-700-077-5	291	404-700-127-8		
42	404-690-041-3	92	404-690-091-8	142	404-690-141-1	192	404-700-028-8	242	404-700-078-3	292	404-700-128-6		
43	404-690-042-1	93	404-690-092-6	143	404-690-142-9	193	404-700-029-6	243	404-700-079-1	293	404-700-129-4		
44	404-690-043-9	94	404-690-093-4	144	404-690-143-7	194	404-700-030-4	244	404-700-080-9	294	404-700-130-2		
45	404-690-044-7	95	404-690-094-2	145	404-690-144-5	195	404-700-031-2	245	404-700-081-7	295	404-700-131-0		
46	404-690-045-4	96	404-690-095-9	146	404-690-145-2	196	404-700-032-0	246	404-700-082-5	296	404-700-132-8		
47	404-690-046-2	97	404-690-096-7	147	404-690-146-0	197	404-700-033-8	247	404-700-083-3	297	404-700-133-6		
48	404-690-047-0	98	404-690-097-5	148	404-690-147-8	198	404-700-034-6	248	404-700-084-1	298	404-700-134-4		
49	404-690-048-8	99	404-690-098-3	149	404-690-148-6	199	404-700-035-3	249	404-700-085-8	299	404-700-135-1		
50	404-690-049-6	100	404-690-099-1	150	404-690-149-4	200	404-700-036-1	250	404-700-086-6	300	404-700-136-9		

Prepared by Francisco & Associates, Inc. (09-11-2019)



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 12, 2019

TO: Members of the City Council

SUBMITTED BY: David Biggs, City Manager
Nai Saelee, Management Analyst

SUBJECT: Consideration of a Flag Policy

RECOMMENDATION:

Receive report, discuss and provide direction, if any.

FISCAL IMPACT OF RECOMMENDATION:

There is no fiscal impact associated with the adoption of the Flag Policy.

DISCUSSION:

At the June 11, 2019 meeting, at the request of Councilmember Bailey, the Council agreed to have a future discussion on a possible flag policy. To facilitate the Council's discussion, staff researched what is in place in a number of other communities and consulted with the City Attorney on the legal requirements for such a policy. This included developing a draft flag display policy for City Council's consideration. The City Council will consider a policy that provides guidance and standards for the display of flags at City facilities, including commemorative flags other than the United States, California, and City flags.

In the past, the City of Hercules has displayed the United States Flag, the California State Flag, and the City of Hercules Flag at the Hercules Civic Center. However, the City does not have a policy regarding the display of such flags or the display of any commemorative flags.

The display of commemorative flags at City facilities can raise First Amendment Free Speech issues, depending on whether the flag is viewed by a court as government speech which is generally permissible, or private speech on public property which in some cases can violate the First Amendment. To avoid being considered private speech on public property, the City should display

commemorative flags only when authorized by the City Council pursuant to an adopted policy that treats commemorative flags as government speech. Under the government speech doctrine, the City may advance its own speech without requiring viewpoint neutrality when the government itself is the speaker, so long as the City does not show religious preference or encourage a certain vote in an election.

The draft Flag Policy outlines the standards and procedures for the display of flags at City facilities. The policy reflects State and Federal laws and the City's practices and customs, and is structured in a manner that treats commemorative flags as government speech. The policy only allows for the display of commemorative flags when the request is brought forth by a City Council member and then authorized by the City Council as an expression of the Council's official sentiments.

ATTACHMENTS:

1. Flag Policy

City of Hercules, California

Council Policy

PURPOSE

To establish guidelines for: (1) the exhibition of the flag of the United States of America, the California State flag, the Hercules City flag from City buildings and (2) the display of ceremonial flags.

POLICY

It is the policy of the City of Hercules that flags should be displayed in conformance with Federal and State policies, as stated in the Federal “Our Flag” publication of the Congress, House Document No. 96-144; and the State of California Government Code Sections 430 through 439.

In order to establish a policy with respect to the locations and days when the United States of America, California State, and Hercules City flags should be displayed, the following standards should be followed.

The Director of Public Works is responsible for ensuring the proper execution of this policy at all City facilities.

STANDARDS

A. Federal, State and City Flags

1. Outdoor flags will be flown at City facilities in the following order of precedence: first, the United States flag; second, the California State flag; third, the Hercules City flag.
2. Weather permitting, flags should be displayed daily in front of or at a location near City Hall, and other public facilities equipped to do so during business hours.
3. Flags should not be displayed in inclement weather. However, all-weather flags may be flown on a 24-hour basis as long as they are illuminated from sunset to sunrise.
4. The Hercules City flag will be flown wherever there are sufficient poles to do so in accordance with #2 above. The City flag may be displayed on the same pole with, and underneath the State flag, whenever the pole is of sufficient height.
5. New City facilities where any flags are to be flown shall be constructed with a sufficient number of poles to allow the City flag to be flown.
6. Indoor City flags shall be displayed in the City Council Chambers.
7. On recognized Federal and/or State holidays, and on other special occasions, flags should be flown from all locations listed in paragraph A-2 above.

City of Hercules, California

8. Flags at all City facilities shall be displayed in accordance with the above standards. However, the City Manager may order flags to be lowered to half-staff including, but not limited to, flags of the United States of America and State of California in honor of the death of a City employee killed in the line of duty.

B. Ceremonial Flags

The City's flagpoles are not intended to serve as a forum for free expression by the public. The City shall display commemorative flags only if authorized by the City Council as an expression of the City's Official sentiments. Any such authorization shall be given at a duly noticed meeting of the City Council.

1. The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Hercules City Council, and approved by the City Council at a City Council meeting, pursuant to the two-step process for agendaizing matters for City Council consideration set forth in the City Council's adopted Rules of Procedure.
2. Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty-one (31) continuous days.
3. Commemorative flags shall be displayed exclusively at the Hercules Civic Center. Such flags may be displayed on the Civic Center flag poles or on one or more buildings at the Civic Center.
4. Commemorative flags displayed on the Hercules Civic Center flagpoles shall be displayed in the last position of honor beneath the City of Hercules Flag, unless otherwise directed by the City Council and to the extent such display does not conflict with federal law, state law, or this policy.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 12, 2019

TO: Members of the City Council

SUBMITTED BY: Lori Martin, Administrative Services Director/City Clerk

SUBJECT: Commission Appointments

RECOMMENDED ACTION:

Consider making appointments to Hercules Boards and Commissions for the start of new two (2) year terms and making appointments to certain seats with unexpired terms.

FISCAL IMPACT OF RECOMMENDATION:

There is no fiscal impact associated with this item.

DISCUSSION:

The City's Commissions (listed below) have seats with term expirations of December 31, 2019. The City conducted a recruitment for applicants to fill the new terms and vacancies. The application deadline for applicants was October 27, 2019. The City Council held a Special Meeting to conduct interviews on November 5, 2019.

Planning Commission – Two (2) Vacancies with terms ending December 2021

The Planning Commission meets the first and third Mondays of every month at 7 p.m. The Commission is advisory to the Council and has statutory duties imposed by State law.

City Council interviewed the following applicants: Edward Ulle and Hector Rubio.

Community & Library Services Commission – One (1) Vacancy with a term ending December 31, 2021, One (1) Student Commissioner with a term ending December 31, 2021 and One (1) Vacant Seat with a term ending December 31, 2020.

The Community and Library Services Commission meets on the second Monday of every month at 7:00 p.m. The Commission is advisory to the Council.

There were two (2) applicants for consideration by the City Council: Evangelia Ward-Jackson and J. Yamamoto. Both applicants are incumbents and elected not to interview.

Finance Commission – Two (2) Vacancies with terms ending December 2021, One (1) Vacant Seat with a term ending December 31, 2020.

The Finance Commission meets bi-monthly on the third Wednesday of the month at 7 p.m. The Commission is advisory to the Council.

Applications were received from Edward Ulle, Valerie Palapas, Alex Walker-Griffin and Lori Tretasco. Due to a scheduling conflict Lori Tretasco was not able to attend the interview.

Mosquito and Vector Control District Board – One (1) Vacancy – 2 year term (term begins upon appointment)

The Mosquito and Vector Control District Board meets on the second Monday of the month at the District Office in Concord, CA.

Applications were received from Duy Nguyen and Bernabe Munoz. Due to scheduling conflicts both were unable to attend the interview.

ATTACHMENTS:

None.