CITY OF PITTSBURG
AGENDA

OCTOBER 19, 2020

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

REGULAR MEETINGS
7:00 P.M.

CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
SUCCESSOR AGENCY

PRESIDING

Jelani Killings, Mayor/Chair
Marilyn "Merl" Craft, Vice-Mayor/Chair
Holland Barrett White, Council Member/Board Member
Shanelle Scales-Preston, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member

FOR HOUSING AUTHORITY:
S.L. Floyd, Housing Authority Member
Annie Hill Herring, Housing Authority Member

Pittsburg City Council meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.ci.pittsburg.ca.us. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

PUBLIC ADVISORY:
THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting of the City Council will be conducted electronically through Zoom and broadcast live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber will not be open for the meeting. Council Members will be participating electronically and will not be physically present in the Council Chamber.

Comments can be submitted via email to meetingcomments@ci.pittsburg.ca.us. If you wish to have your comments read to the Council Members during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. If your comment is for a non-agenda item, indicate “FOR PUBLIC COMMENT – NON AGENDA.” Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words). Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting if received by 5:00 p.m. the date of the meeting. Comments via text and social media (Facebook, Twitter, etc.) will not be accepted. Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed. If you comment more than once on a particular topic, only the first email will be read aloud.

The City of Pittsburg thanks you in advance for taking all precautions to prevent the spread of the COVID 19 virus.

7:00 P.M. - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATION

1. Contra Costa County Consolidated Fire District Update

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

PUBLIC COMMENTS

See Public Advisory.

COMMITTEE REPORTS

Council Members may make a report on their committee assignments at this time. (see attached list of adhoc committees and other public agencies in which Council members particiapte). (No Action Required)

PITTSBURG ARTS AND COMMUNITY FOUNDATION

CONSIDERATION

2. Adoption of a Pittsburg Arts and Community Foundation Resolution Approving the Agreement Between Pittsburg Arts and Community Foundation Inc. and John H. and Regina K. Scully Foundation Regarding a Donation and Accepting the Donation and Increasing the Pittsburg Arts and Community Foundation Budget for Fiscal Year 2020-2021.

   The Pittsburg Arts and Community Foundation (PACF) has been awarded a donation in the amount of $1,000,000 (Donation) from John H. and Regina K. Scully Foundation (Foundation) to complete renovations and improvements to the California Theatre.

CITY COUNCIL MEETING

CONSIDERATION

3. Receive and File the Report Updating on the City’s Financial Condition resulting from Covid – 19 Economic Recession

   With the passage of the Fiscal Year (FY) 2020-21 budget, many uncertainties surrounded the financial impact upon the revenues received throughout the City. This report and the power point presentation will provide an update on the FY

2019-20 results and a snap shot of the current status of both Revenues and Expenses through the first quarter of FY 2020-21.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SUCCESSOR AGENCY, AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

4. Minutes of October 5, 2020

5. Adoption of a City Council Resolution and a Pittsburg Power Company Resolution to Approve the Lease Agreement by and between the City of Pittsburg and the Pittsburg Power Company

   These Resolutions will allow for the Pittsburg Power Company (Lessee) to continue its lease at 2555 Harbor Street (Premises) for use as a community career development and job training program known as Future Build for a term of seven years.

6. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the State of California Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program in the amount of $89,900

   The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of traffic Safety. The $89,900 grant will provide resources to fund various traffic enforcement and safety programs.

7. Adoption of a City Council Resolution Authorizing Acceptance and Appropriation of the State of California Office of Traffic Safety - State Traffic Safety Information System Improvement Grant Funds in the amount of $34,800

   The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of Traffic Safety in the amount of $34,800.

8. Adoption of a City Council Resolution Approving the Final Map, Subdivision Improvement Agreement, and Improvement Plans for Subdivision 9497 Vista Del Mar II

   The Final Map, Improvement Plans, and Subdivision Improvement Agreement for Subdivision 9497 Vista Del Mar II are ready for approval. This Resolution will authorize the City Manager to execute the Subdivision Improvement Agreement and approve the Final Map and Improvement Plans for the Subdivision.

9. Adoption of a City Council Resolution Approving the Final Map, Subdivision Improvement Agreement, and Improvement Plans for Subdivision 8654 Tuscany Meadows Unit 1

The Final Map, Improvement Plans, and Subdivision Improvement Agreement for Subdivision 8654 Tuscany Meadows Unit 1 are ready for approval. This Resolution will authorize the City Manager to execute the Subdivision Improvement Agreement and approve the Final Map and Improvement Plans for the Subdivision.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

10. Consideration of a City Council Request for a Future Agenda Item Related to Constituent Management Software Solutions and By Minute Order Establishing an Ad Hoc Committee on Software Solutions and Appointing Two Committee Members

    At the October 5, 2020 City Council meeting, Councilmember Banales requested a future agenda item related to implementation of a constituent management software solution to help the City Council track the type of and progress on constituent requests. As part of this item, the City Council will consider establishing an ad hoc committee to discuss goals of potential software solutions and directing staff to conduct additional research on possible systems, implementation, and pricing.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)

ADJOURNMENT to November 2, 2020

NOTICE TO PUBLIC

GENERAL INFORMATION
Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD
Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS
Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action take by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED
In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled citizens. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at 925-252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT
The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT
City Council meetings are webcast live on the City's website at www.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2020

Updated February 3, 2020

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
ABAG	Jelani Killings / Merl Craft Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2nd Wednesday	F. McKinley
East Co. Co. County Habitat Conservancy	Juan Banales / Holland White Alternate	Standing	Monthly	K. Pollot
East County Water Management	Merl Craft / Holland White Alternate	Standing	Annual	F. McKinley
MCE Clean Energy Board	Shanelle Scales-Preston / Juan Banales Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Juan Banales / Holland White Alternate	Standing	2nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
East Bay League of Calif. Cities	Jelani Killings / Juan Banales Alt.	Standing	3rd Thursday	*Rotational
Mayor's Conference	Juan Banales / Jelani Killings Alt.	Standing	1st Thursday	G. Evans
School Districts Committee (2x2)	Holland White & Jelani Killings / Merl Craft Alt.	Standing	4th Thursday even months	G. Evans

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
Camp Stoneman Anniversary Celebration	Merl Craft & Shanelle Scales-Preston	Ad Hoc	As needed	Evans/Simonton
City Infrastructure and Transportation	Juan Banales & S. Scales-Preston / Holland White Alt.	Standing	TBD	G. Evans
Community Services Subcommittee	Juan Banales & Holland White	Ad Hoc	As needed	G. Evans/M. Aliotti
Flag Protocols	Holland White & Shanelle Scales-Preston	Ad Hoc	As needed	J. Davis
Hills Committee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	Quarterly	K. Simonton
Finance Subcommittee	Jelani Killings & Juan Banales / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	K. Pollot
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Merl Craft Alt.	Standing	As needed	D. Buchanan
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	Ad Hoc	As needed	K. Simonton
Successor Agency Subcommittee	Merl Craft & Jelani Killings / S. Scales-Preston Alt.	Standing	As needed	M. Aliotti

*Rotational Staff as assigned by City Manager
**Stipend of $209 per month
***Stipend of $100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.ci.pittsburg.ca.us and click on the CALENDAR link for meetings, dates, times and locations.

Commission	Tentative Meeting Dates
Planning Commission	2nd and 4th Tuesdays
Community Advisory Commission	1st Wednesday

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the month in the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an "as needed basis". For a list of subcommittees that Council Members and staff are assigned to, please see the "Council Committee List" attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City's website, www.ci.pittsburg.ca.us , as soon as it is determined. Please check the Calendar on the City's website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Arts and Community Foundation Resolution Approving the Agreement Between Pittsburg Arts and Community Foundation Inc. and John H. and Regina K. Scully Foundation Regarding a Donation and Accepting the Donation and Increasing the Pittsburg Arts and Community Foundation Budget for Fiscal Year 2020-2021.

MEETING DATE: October 19, 2020

EXECUTIVE SUMMARY

The Pittsburg Arts and Community Foundation (PACF) has been awarded a donation in the amount of $1,000,000 (Donation) from John H. and Regina K. Scully Foundation (Foundation) to complete renovations and improvements to the California Theatre.

FISCAL IMPACT

If approved, the Resolution will authorize PACF to receive the Donation from the Foundation and increase the PACF budget for FY 2020-2021.

RECOMMENDATION

Adopt the attached Resolution approving the agreement between PACF and the Foundation regarding a donation (Agreement), and accepting the Donation and increasing PACF's budget for FY 2020-2021.

BACKGROUND

On September 4, 2018, the Pittsburg City Council adopted Resolution 18-13523, approving an option agreement (Option Agreement) between the City and MWF Holdings LLC (Making Waves) for four City owned properties located at 385 E. 3rd Street, 389 E. 3rd Street, E. 3rd Street, and 495 E. 3rd Street (collectively, the "Properties"). Making Waves was proposing to construct seven two-story buildings totaling just under 400,000 square feet to serve up to 2,000 students in grades K through 12 with various amenities such as a track, field, aquatic center, tennis courts and gymnasium on the Properties. Pursuant to the Option Agreement, in lieu of paying cash for the Properties, Making Wave agreed to construct public benefit projects equal to the value of the Properties.

One of the public benefit projects was the completion of the California Theatre, including but not limited to the design revisions and construction of the balcony and theater seating and installation of a Garaventa lift for accessibility, and other improvements needed to provide the best possible theater experience, as more particularly set forth in Exhibit A of the Agreement (collectively, the “Project”). Making Waves would have had access to the California Theatre for events such as school related ceremonies and live performances.

In September 2019, Making Waves informed the City that due to circumstances beyond its control, it was going to be unable to construct and operate the school. Regina K. Scully of the Foundation is a member of the Making Waves Board of Directors. In a show of appreciation to the City for its support of Making Waves, the Foundation made a decision to gift PACF a donation of $1,000,000 to complete the renovations of the California Theatre.

SUBCOMMITTEE FINDINGS

On September 3, 2020, the PACF Subcommittee met on this item and was in agreement with the recommendation.

STAFF ANALYSIS

The specific purpose of PACF is to increase, support, and encourage art, literacy, education and other community resources and programs to benefit the Pittsburg community. PACF has hosted children’s theater camps, showcased local talent and plays, and featured celebrity acts in the California Theatre. Proceeds generated by PACF have been used for activities such as various arts, education, and literacy programs, and supplying staff for the children’s feeding program during summers.

The donation of $1,000,000 made to PACF by the Foundation will enable the completion of the Project. These improvements will increase seating capacity by approximately 150 seats and make additional improvements to enhance the viability of the California Theatre. The Donation will be disbursed in the following increments:

- $100,000 within ten (10) business days following the execution and delivery of this Agreement by PACF to the Foundation;

- $400,000 within ten (10) business days after all of the following having occurred: (i) the Foundation's approval of the construction contract; (ii) approval by both PACF and the Foundation of a budget for the Project; and (iii) if the total cost of the Project as shown in the budget, described in the Agreement, exceeds the Donation, evidence that PACF’s own funds or other external funding commitments are sufficient to fund the total estimated cost of the Project;

- $400,000 within ten (10) business days following PACF providing the Foundation evidence reasonably satisfactory to the Foundation confirming that: (i) the construction work for the Project is fifty percent (50%) complete; and (ii) upon PACF's receipt and payment of this $400,000 to the appropriate contractors, PACF shall have paid such contractors at least 50% of the total amount of the construction contract; and

- $100,000 within ten (10) business days following PACF providing the Foundation evidence reasonably satisfactory to the Foundation confirming that: (i) the construction of the Project is 100% complete; and (ii) upon PACF's receipt and payment of such $100,000 to the appropriate contractors, PACF shall have paid such contractors 100% of the total amount of the construction contract.

It is through the generosity of benefactors such as the Foundation that the beloved theatre can reach its potential and be enjoyed by the community and the many visitors to Pittsburg.

ATTACHMENTS: Resolution
Agreement Between Pittsburg Arts and Community Foundation Inc. and John H. and Regina K. Scully Foundation Regarding a Donation
Staff Presentation

Report Prepared By: Janis M. Glover, Pittsburg Arts and Community Foundation Manager

BEFORE THE GOVERNING BOARD OF THE PITTSBURG ARTS AND COMMUNITY FOUNDATION

In the Matter of:

A Pittsburg Arts and Community Foundation Resolution Approving the Agreement Between Pittsburg Arts and Community Foundation Inc. and John H. and Regina K. Scully Foundation Regarding a Donation and Accepting the Donation and Increasing the Pittsburg Arts and Community Foundation Budget for Fiscal Year 2020-2021	)	RESOLUTION NO.

The Governing Board of the Pittsburg Arts and Community Foundation Inc. FINDS AND DETERMINES as follows:

WHEREAS, the Pittsburg Arts and Community Foundation Inc. (PACF) has been awarded a donation in the amount of $1,000,000 from the John H. and Regina K. Scully Foundation (Foundation); and

WHEREAS, the donation is to be solely used to complete renovations and improvements to the California Theatre, as detailed in the agreement between PACF and the Foundation regarding a donation (Agreement); and

WHEREAS, at its meeting on September 21, 2020, the Executive Director transmitted and presented to the Governing Board of PACF the operating budget for Fiscal Year 2020-2021 which included the donation of $1,000,000.

NOW, THEREFORE, the Governing Board of the Pittsburg Arts and Community Foundation Inc. DOES RESOLVE as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective Agreement and staff report.

Section 2. The Governing Board of the PACF hereby adopts this Resolution approving the Agreement, accepting the donation from the Foundation in the amount of $1,000,000, and increasing PACF's budget for Fiscal Year 2020-2021.

Section 3. The $1,000,000 donation is to be used solely for completion of the improvements to the California Theatre as described in the Agreement.

Section 4. The Executive Director is hereby authorized to take such further actions as may be necessary or appropriate to carry out the Governing Board's obligations pursuant to this Resolution.

Section 5. The Agency Secretary shall certify to the adoption of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Arts and Community Foundation at a regular meeting on the 19th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Chair

ATTEST:

____
Alice E. Evenson, Agency Secretary

AGREEMENT BETWEEN PITTSBURG ARTS AND COMMUNITY FOUNDATION AND JOHN H. AND REGINA K. SCULLY FOUNDATION REGARDING DONATION

This Agreement ("**Agreement**") is entered into on this 19th day of October, 2020, by and between the Pittsburg Arts and Community Foundation, Inc., a California 501(c)(3) non-profit corporation ("**PACF**") and John H. and Regina K. Scully Foundation, LLC, a California limited liability company wholly owned by Scully Memorial Foundation (the "**Foundation**"), (collectively referred to as the "**Parties**").

RECITALS

A. PACF works to improve the quality of life in Pittsburg through its support of literacy, art and performing arts, and promoting community pride.

B. PACF manages and operates the California Theatre, providing live and film entertainment to the community. Through its partnerships, PACF also provides performing arts camps to children and community theater opportunities.

C. The Foundation provides financial, intellectual and material resources to support Making Waves Academy and the College and Alumni Program operated by Making Waves Foundation.

D. The Foundation proposes to donate $1,000,000 to PACF for the costs to complete renovations to the second floor of the California Theatre, including but not limited to the design revisions and construction of the balcony and theater seating and installation of a Garaventa lift for accessibility, and other improvements needed to provide the best possible theater experience, as more particularly set forth in Exhibit A (collectively, the "**Project**").

NOW, THEREFORE, the Parties desire to enter into this Agreement in consideration of the foregoing recitals and for the purposes and in consideration of the mutual covenants hereinafter contained, and for the other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Grant Purpose. The purpose of the grant described in this Agreement is to support the Project ("**Grant Purposes**").

2. Grant Installment Payments. The Foundation agrees to contribute up to $1,000,000 (the "**Committed Amount**") for the construction of the Project subject to the following terms and conditions:

A. The Foundation will fund an initial portion of the Committed Amount in the amount of $100,000 within ten (10) business days following the execution and delivery of this Agreement by PACF to the Foundation.

B. The Foundation shall make an additional payment of the Committed Amount in the amount of $400,000 within ten (10) business days after all of the following having occurred: (i) the Foundation's approval of the Construction Contract; (ii) approval by both PACF and the Foundation of a budget for the Project (the "**Budget**"); and (iii) if the total cost of the Project as shown in the Budget, described below, exceeds the Committed Amount, evidence that PACF's own funds or other external funding commitments ("**Committed Resources**") are sufficient to fund the total estimated cost of the Project.

C. The Foundation will fund another portion of the Committed Amount in the amount of $400,000 within ten (10) business days following PACF providing the Foundation evidence reasonably satisfactory to the Foundation confirming that: (i) the construction work for the Project is fifty percent (50%) complete; and (ii) upon PACF's receipt and payment of this $400,000 to the appropriate contractors, PACF shall have paid such contractors at least 50% of the total amount of the Construction Contract.

D. The Foundation will fund the final portion of the Committed Amount in the amount of $100,000 within ten (10) business days following PACF providing the Foundation evidence reasonably satisfactory to the Foundation confirming that: (i) the construction work for the Project is 100% complete; and (ii) upon PACF's receipt and payment of such $100,000 to the appropriate contractors, PACF shall have paid such contractors 100% of the total amount of the Construction Contract.

2. Obligations of PACF

A. As soon as reasonably practicable, PACF shall provide the Foundation the following items for the Foundation's approval, which approval shall not be unreasonably withheld, conditioned or delayed: (i) final plans and specifications for the Project; and (ii) a proposed preliminary Project budget (which shall include a minimum 10% construction contingency) (the "**Preliminary Budget**"). Once the Foundation and PACF have agreed on the Preliminary Budget, PACF, either directly or through the City of Pittsburg, will put the Project out to bid. If such bids exceed the Committed Amount, then, unless PACF can prove to the Foundation that PACF has the Committed Resources to fund such excess to the reasonable satisfaction of the Foundation, PACF shall modify the scope of the Project and re-bid until the Project can be built for the Committed Amount. Once such bidding process is complete, PACF shall work to finalize the Budget (which Budget shall be subject to approval of the Foundation) and PACF, either directly or through the City of Pittsburg, shall contract with the general contractor for work under a guaranteed maximum price or lump sum contract consistent with the Budget (the "**Construction Contract**"). The Construction Contract shall subject to the reasonable approval of the Foundation.

B. PACF shall retain Campus LLC, on market rate terms, to assist with cost estimating of the Project on terms mutually satisfactory to Campus LLC and PACF.

C. The Committed Amount may only be used to pay for hard and soft costs directly related to the construction of the Project as set forth in the Budget provided in no event shall the City of Pittsburg include the time or cost of City staff in such Budget nor shall any portion of the Committed Amount may be used to pay any costs or expenses (including, without limitation, salaries, wages or benefits) for any City of Pittsburg staff. No portion of the Committed Amount may be used for any purpose not directly related to the construction of the Project and not specified in the Budget; PACF shall repay to Foundation any portion of the Committed Amount that is not used for the Project in accordance with the terms of this subsection. PACF may provide the Foundation with a list of desired additions to the Project scope above and beyond what is included in the Construction Contract for the approval of the Foundation (collectively, the "**Add-Ons**"). In the event that the Project is completed but the entire Committed Amount has not been expended, then the Foundation shall make the remaining amount of the Committed Amount available to fund the costs of the Add-Ons subject to such reasonable terms and conditions as the Foundation may require.

D. PACF will cause the Project to be constructed in accordance with the approved plans and specifications and the Budget. No material deviations from such approved plans and specifications or Budget shall be made without first obtaining the written approval of the Foundation.

3. Reports and Recordkeeping. PACF shall submit a full and complete report to Foundation as of the end of each of PACF's fiscal years during within which any portion of the Committed Amount is received or spent. PACF shall submit this report no later than 90 days following the end of each such year. Each report shall contain a description of the progress that PACF (or, if appropriate, each subgrantee, if any) has made toward completing the Project; (2) a financial accounting of PACF's expenditure of Committed Amount funds; and (3) a report on PACF's compliance with the terms of this Agreement. If more than one report is required, the final report shall outline PACF's use of all Committed Amount funds from the date of the first disbursement of this Committed Amount until PACF expended the last of the Committed Amount funds. Each report must be signed by an authorized signatory of PACF.

4. No Earmarking; PACF Discretion and Control Over Selection of Contractor.
Except for the obligation of PACF to utilize Campus LLC as set forth in paragraph 2(B) and without limiting the Foundation's right to approve the Budget and the Construction Contract, PACF retains full discretion and control over the process of selecting any contractor and shall have the unilateral right, independent of the Foundation, to select any contractor convenient or necessary to carry out the purposes of this grant. PACF, either directly or through the City of Pittsburg, shall select a qualified general contractor through a public bid process, for the construction of the Project. The Foundation has not earmarked grant funds to any particular contractor, and there is no agreement, written or oral, by which Foundation may cause PACF to choose a particular contractor or other party performing work with respect to the Project. For each contractor, PACF is responsible for entering into a contractor agreement, distributing and recordkeeping of funds, and gathering relevant reports. PACF is responsible for all acts and omissions of any of PACF's trustees, directors, officers, employees, assisting with the Project and Committed Amount; and ensuring their compliance with the terms of this Agreement. PACF shall require the general contractor to obtain insurance and name PACF and the Foundation as an additional insured. All obligations of PACF to the Foundation under

this Agreement shall remain in full force and effect for all Committed Amount funds, regardless of subgrants.

6. Prohibited Uses. No part of this grant may be spent for influencing legislation within the meaning of Internal Revenue Code ("IRC") Section 4945(e). PACF also shall not undertake activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B), and shall not use any portion of the grant funds in a manner inconsistent with IRC Section 501(c)(3), including:

a. Influencing the outcome of any specific election for candidates to public office;
b. Inducing or encouraging violations of law or public policy; or
c. Causing any private inurement or improper private benefit to occur.

7. Notice of Change in PACF Status. PACF shall immediately notify Foundation of any change in (a) PACF's tax-exempt status, or (b) PACF's executive staff or key staff responsible for completing the Project.

8. Announcements. PACF shall submit at least two weeks in advance to the Foundation, for review and revision at the reasonable discretion of the Foundation, any announcements PACF intends to make regarding this grant, and any publications referring to this grant PACF intends to publish, other than in its annual reports or tax returns. The Foundation may include information on this grant, including PACF's name, in its periodic public reports and may make such information available on Foundation's tax returns, and other public disclosures. PACF and its subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that Foundation directly funds or otherwise endorses their activities.

9. Indemnification. PACF hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially, arising from or in connection with any negligent, willful, or fraudulent act or omission of PACF, its officers, directors, employees, or agents, in applying for or accepting the Committed Amount, in expending or applying the proceeds of the Committed Amount, or in carrying out the program(s) or project(s) to be funded or financed by the Committed Amount.

10. Insurance. PACF will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of this grant and the Project in accordance with generally-accepted industry standards and as required by law. PACF will ensure its subgrantees and subcontractors maintain insurance coverage consistent with this section.

<u>11. Remedies</u>. PACF shall immediately repay to the Foundation any portion of the grant funds which is spent or committed for any purpose other than the purpose for which this grant was made. If the Foundation in its reasonable discretion determines that PACF has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit adequate reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to PACF under this or any other grant agreement, and the Foundation may demand the return of all or part of the grant funds not properly spent or committed to third parties, which PACF shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law. This Agreement may be enforced by the Foundation by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. PACF acknowledges and agrees that the Foundation shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.

<u>12. Miscellaneous</u>

<u>A. No Implied Waiver of Breach.</u> The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

<u>B. Notices.</u> Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

PACF :	Pittsburg Arts and Community Foundation 65 Civic Avenue Pittsburg, CA 94565 Attn: Executive Director
Foundation:	Scully Memorial Foundation 591 Redwood Highway, Suite 3250 Mill Valley, CA 94941 Attn: Lori Kulvin Crawford
with a copy to:	Making Waves Foundation Inc. 3045 Research Drive Richmond, CA 94806 Attn: Jerold Ligons

<u>C. Legal Representation</u>**.** The Parties acknowledge and agree that: (i) each Party to this Agreement is of equal bargaining strength; (ii) the Foundation has consulted with its own, independent legal counsel, and such other professional advisors as the Foundation has

deemed appropriate, regarding any and all matters contemplated under this Agreement; (iii) the Foundation's legal counsel and advisors have reviewed this Agreement; (iv) each party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto; (v) each Party has agreed to enter into this Agreement.

D. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating the relationship of partnership, joint venture, employer and employee, or principal and agent between the PACF and the Foundation or the Foundation's agents or employees, and the Foundation shall at all times be wholly responsible for the manner in which it or its agents, or both, perform under this Agreement.

E. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the Parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any and all prior written or oral agreement, order or understanding. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in writing signed by both Parties.

G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California, as they apply to contracts executed in and to be carried out entirely within California.

H. Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

I. Severability. If any term, provision, covenant or condition contained in this Agreement or the application thereof to any person, party, transaction or circumstance is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement of the application of such provision to other persons, parties, transactions or circumstance shall not be affected thereby.

J. Counterparts. This Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one amendment, binding on all parties, even though all parties are not signatory to the same counterpart.

K. No Pledge**.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to PACF, shall be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to PACF or any other entity, for this or any other project. This grant shall be a separate and independent transaction from any other transaction between the Foundation and PACF or any other entity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

PITTSBURG ARTS AND COMMUNITY FOUNDATION a 501(c)(3) public benefit corporation	**JOHN H AND REGINA K SCULLY FOUNDATION, LLC**
By: ___________________________ Garrett Evans, Executive Director	By: _________________________ Lori Kulvin Crawford, CFO

Exhibit A

- Balcony seating occupancy (apx. 150 seats)
- Garaventa Lift
- Mop Sink
- ADA Drinking Fountain
- Lighting Improvements
- Sound attenuation improvements
- Flooring
- Railing
- Wall and trim finishes
- Painting
- Structural modifications for accessibility
- Electrical

Pittsburg

Arts and Community Foundation

Acceptance of a Donation from the John H. and Regina K. Scully Foundation to PACF

Background

•9/2018: Council approves option agreement with MWF Holdings LLC (Making Waves)

- In lieu of cash, MW to construct public benefit projects
- These included completion of the California Theatre

•9/2019: MW notified City it would not construct school

- Foundation wishes to gift PACF $1,000,000 to complete renovations of the California Theatre

•9/2020: PACF Subc. met to discuss item, voiced support for staff recommendation

Theater Improvements

- Design revisions and construction of the balcony and theater seating, increasing seating capacity by approximately 150
- Installation of a "Garaventa lift," structural modifications, other improvements for accessibility
- Lighting, sound attenuation improvements
- Flooring, railings, painting, wall and trim finishes
- Electrical upgrades

Analysis

- Mission of PACF is to increase, support, and encourage art, literacy, education
- Improvements and use of California Theatre help support PACF's mission
- Theater improvements have been an ongoing project of City for over a decade
- Donation of $1M made to PACF by the MW Foundation will enable completion of the Project, make theater more viable for use by PACF and other City functions

Recommendation

Adopt a Resolution approving the agreement between PACF and the John H. and Regina K. Scully Foundation regarding a donation, and accepting the Donation and increasing PACF's budget for FY 2020-2021.

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Receive and File the Report Updating the City's Financial Condition resulting from Covid – 19 Economic Recession

MEETING DATE: October 19, 2020

EXECUTIVE SUMMARY

With the passage of the Fiscal Year (FY) 2020-21 budget, many uncertainties surrounded the financial impact upon the revenues received throughout the City. This report and the power point presentation will provide an update on the FY 2019-20 results and a snap shot of the current status of both Revenues and Expenses through the first quarter of FY 2020-21.

FISCAL IMPACT

The overall impact of revenues and expenses to the General Fund were slightly better than projected for FY 2019-20 and the General Fund is tracking as budgeted through the first quarter of FY 2020-21.

RECOMMENDATION

The City Council accept the report as presented and reconsider any structural changes to the FY 2020-21 budget once until the variable taxes are received in December 2020.

BACKGROUND

The Operating Budget for Fiscal Year 2020-21 for the City of Pittsburg was approved by the City Council on June 29, 2020. The Budget as presented was based upon the best information available at that time, given the unknown financial impacts that the slowing of the economy might have on the City's revenues streams. The City Council requested that the Finance Subcommittee be provided monthly updates on the both the close out of FY 2019-20 and the current status of the revenues and expenses for all funds in FY 2020-21. The Finance Subcommittee was presented these reports on August 7th, September 4th and October 9th. Staff was further directed to provide the City Council with Quarterly updates in October, January, April and after the end of FY 2020-21.

SUBCOMMITTEE FINDINGS

On April 17, May 1, May 15 and May 29, 2020, the Finance Subcommittee met to review the Draft Operating Budget. Public Budget Workshops were held on April 20, May 4, and June 8 and June 22, 2020. A Final Finance Subcommittee Meeting was held on June 12, 2020 to review the proposed budget. The Finance Subcommittee did not have any changes to the City's Fiscal Year 2020-21 Proposed Budget.

STAFF ANALYSIS

Fiscal Year 2019-20

The General Fund exceeded both the original and amended budgets in both revenues and expenses ending the year in better financial positions than previously projected. The following table provides a summary of these results.

	FY 2019-20 Original Budget	FY 2019-20 Amended Budget	FY 2019-20 Actual
Revenues	$ 47,124,308	$ 47,784,654	$ 48,514,089
Expenses	47,743,323	48,571,571	48,986,039
Net	$ (619,015)	$ (786,917)	$ (471,950)

The overall results of operations for FY 2019-20 were better than both the original and amended budgets overall. Revenues exceeded expectations resulting from the receipt of Sales and Use Taxes from the County Pool, while expenses saw an increase from the purchase of property on Railroad Avenue offset by savings across the departments in anticipation of the economic slowdown associated with the Covid-19 virus. While the final use of fund balance was smaller than projected, the uncertainty of future revenues from consumer-based spending is still uncertain and should be closely monitored throughout FY 2020-21. The biggest variable revenues for the general fund will continue to be sales and use tax, transient occupancy tax (TOT) and property taxes, given the uncertainty of the economy and actions taken at the State and Federal governments.

Non-General Funds also resulted in a reduced use of fund balances overall. This was primarily due to the mandatory shutdown of the economy imposed by the State of California and the Contra Costa County Health officials. The projected capital projects were paused during this shutdown and like the General Funds, staff reduced costs where applicable in anticipation of potentially lower revenues. Due to the slowing of projects, the carry forward budget of capital projects into FY 2020-21 results in a CIP carryforward of $41.9 million, the highest in the past five years. Each year CIP projects are carried forward but this year's slowing of the economy and construction in the spring of 2020 added to the carryover into FY 2020-21.

	FY 2019-20 Original Budget	FY 2019-20 Amended Budget	FY 2019-20 Actual
Revenues	$ 168,915,364	$ 198,267,816	$ 184,487,212
Expenses	164,338,295	220,985,502	168,471,558
Net	$ 4,577,069	$ (22,717,686)	$ 16,015,654

Fiscal Year 2020-21

The General Fund revenues in FY 2020-21 are tracking as budgeted and expected through September for normal revenues when compared to previous years. There are however a few major revenue sources that remain uncertain at this point. Property and property-based taxes (Prop 172 Public Safety and Motor Vehicle in-lieu) and Successor Agency Pass-through taxes are received in December and June of each year. Sales and Use taxes are received one quarter behind the actual payment from the State and will not know the true Sales Tax and Measure M ½% Sales Tax revenue until mid-December.

Expenses are trending 8% over the expected year to date projections, however this is since the City pre-funds the annual Unfunded Actuarial Liability (UAL) payment in July for the whole fiscal year to save 7% versus monthly payments. Had the City not pre-paid the UAL in July, total expenses would be under projected costs at this point. This is due to a cautious approach to spending in all departments of the General Fund.

	FY 2020-21			
	Annual		25 % of Budget	1st Qtr.
	Original Budget	Amended Budget	Amended Budget	Actual
Revenues	$ 40,624,579	$ 40,624,579	$ 10,156,145	$ 2,869,161
Expense	43,124,579	43,222,005	10,805,501	11,633,717
Net	$ (2,500,000)	$ (2,597,426)	$ (649,357)	$ (8,764,556)

Please see the attached General Fund Summary for a table showing both revenues and expenses by department for the General Fund.

Non-General Funds are also following with projections. As with the General Fund, taxes are not linearly received over the course of the year with Property and other revenues received quarterly, semi-annually or annually. At this point, the revenues are consistent with past years and the budget appears to be on track through the first quarter of the year.

	FY 2020-21			
	ANNUAL		25 % of Budget	1st QTR
	Original Budget	Amended Budget	Amended Budget	Actual
Revenues	$ 168,810,476	$ 171,856,114	$ 42,964,029	$ 17,318,491
Expenses	158,827,740	169,307,417	42,326,854	23,918,080
Net	$ 9,982,736	$ 2,548,697	$ 637,174	$ (6,599,589)

Please see the attached Non-General Fund Summary for a table showing both revenues and expenses by fund and explanations as to timing differences.

ATTACHMENTS: General Fund Summary
Non-General Fund Summary

Report Prepared By: Brad Farmer, Director of Finance

City of Pittsburg
Monthly Analysis FY 2020-21

General Fund Only	19-20	19-20	19-20	Actual as a % of		20-21	20-21	25 % of Budget	20-21	Actual as a % of		Notes
	Original Budget	Amended Budget	Actual	Amended Budget		Original Budget	Amended Budget	Amended Budget	Actual	Amended Budget		
Revenues	**47,124,308**	**47,784,654**	**48,514,089**	102%	**Revenues**	**40,624,579**	**40,624,579**	**10,156,145**	**2,869,161**	28%		
Expense	**47,743,323**	**48,571,571**	**48,986,039**	101%	**Expense**	**43,124,579**	**43,222,005**	**10,805,501**	**11,633,717**	108%		
Net	**(619,015)**	**(786,917)**	**(471,950)**	60%	**Net**	**(2,500,000)**	**(2,597,426)**	**(649,357)**	**(8,764,556)**	1350%		
Revenues	**19-20**	**19-20**	**19-20**			**20-21**	**20-21**	**20-21**	**20-21**			
	Original Budget	**Amended Budget**	**Actual**			**Original Budget**	**Amended Budget**	**% of Budget**	**Actual**			
City Council	-	-	-	n/a		-	-	-	-	n/a		
City Manager	-	-	-	n/a		-	-	-	-	n/a		
City Clerk	10	180	30	17%		100	100	25	-	0%		
City Attorney	-	836	2,844	340%		-	-	-	-	n/a		
Human Resources	-	5,910	5,910	100%		5,000	5,000	1,250	-	0%		
Treasurer	-	-	-	n/a		-	-	-	-	n/a		
Finance	672,100	675,516	708,275	105%		573,400	573,400	143,350	45,853	32%		Ok - Bus. Lic Dec - Feb
Planning	839,850	844,019	459,584	54%		828,080	828,080	207,020	92,406	45%		Timing of revenues - ok
Building - Code	2,014,440	2,017,387	1,039,301	52%		1,451,132	1,451,132	362,783	395,170	109%		
Engineering	1,253,658	1,211,393	1,422,693	117%		1,317,053	1,317,053	329,263	292,113	89%		
Code Enforcement	-	-	-	n/a		220,075	220,075	55,019	18,355	33%	84%	CE - Ok- revenues always lag tickets issued.
Rec - Admin	2,000	6,416	6,125	95%		3,600	3,600	900	55	6%		
Red - Youth	85,006	82,595	88,030	107%		70,206	70,206	17,552	-	0%		Measure M lags one quarter
Rec - Summer	-	-	-	n/a		-	-	-	-	n/a		
Rec - Aquatics	179,500	179,500	72,166	40%		54,500	54,500	13,625	7,688	56%		Ok - With most items budgeted for spring 2021
Rec - Sports	115,000	121,140	110,062	91%		95,000	95,000	23,750	-	0%		
Rec - Special Int	-	-	-	n/a		-	-	-	-	n/a		
Rec - Comm Events	6,000	10,195	7,227	71%		3,000	3,000	750	-	0%		
Rec - Small World	130,400	132,192	64,183	49%		53,250	53,250	13,313	-	0%		
Rec - SR Center	435,350	424,329	426,011	100%		338,942	338,942	84,736	1,264	1%		Measure M lags one quarter
Rec - Facilities Rental	36,000	36,000	12,541	35%		12,000	12,000	3,000	(382)	-13%	5%	
PD - Admin	7,439,687	7,482,411	7,580,227	101%		5,726,525	5,726,525	1,431,631	498,988	35%		Rev. from SRO, Measure M lags 1 qtr - ok
PD - Operations	2,070,000	2,070,000	2,070,188	100%		2,034,000	2,034,000	508,500	514,230	101%		Rev. from CFD's - ok
PD - Investigations	-	7,619	18,497	243%		7,000	7,000	1,750	4,662	266%		
PD - Support	176,368	176,368	176,368	100%		-	-	-	-	n/a		
PD - Family Justice	-	-	-	n/a		-	-	-	-	n/a		
PD - Marine	-	-	-	n/a		-	-	-	-	n/a	52%	
PW - Graffiti Removal	-	-	-	n/a				-	-	n/a		
PW - Admin	145,009	145,009	145,009	100%		145,009	145,009	36,252	36,252	100%		
PW - Streets	1,851,931	1,854,007	1,851,607	100%		1,835,131	1,835,131	458,783	419,379	91%		
PW - Swin Maint	-	-	-	n/a		-	-	-	-	n/a	92%	
Admin - Cost Recovery	1,764,962	1,763,170	1,855,116	105%		1,638,953	1,638,953	409,738	384,740	94%		
Non- Departmental	27,507,037	28,138,462	29,992,095	107%		23,806,623	23,806,623	5,951,656	56,888	1%		Prop., RDA, MV in-lieu 2x year (Dec & June) -
Transfers	400,000	400,000	400,000	100%		406,000	406,000	101,500	101,500	100%		
	47,124,308	47,784,654	48,514,089			40,624,579	40,624,579	10,156,145	2,869,161			
	-	-	-			-	-	-	-			

City of Pittsburg
Monthly Analysis FY 2020-21

Expenses	19-20	19-20	19-20			20-21	20-21	20-21	20-21			
	Original Budget	Amended Budget	Actual			Original Budget	Amended Budget	25 % of Budget	Actual			
City Council	115,857	119,543	101,906	85%		104,581	104,581	26,145	18,891	72%		ok
City Manager	240,160	252,655	243,187	96%		172,412	172,412	43,103	38,961	90%		UAL 10k for full YR - ok
City Clerk	416,656	445,760	392,861	88%		487,016	487,016	121,754	87,663	72%		UAL 21k for full YR - ok
City Attorney	397,703	397,715	287,218	72%		352,705	352,705	88,176	61,353	70%		UAL 191k for full YR - ok
Human Resources	1,250,512	1,278,667	1,162,332	91%		1,097,427	1,097,427	274,357	282,879	103%		UAL 56k for full YR - ok
Treasurer	6,286	6,331	6,343	100%		6,223	6,223	1,556	1,399	90%		ok
Finance	1,538,430	1,531,384	1,475,469	96%		1,378,032	1,378,032	344,508	320,748	93%		UAL 65k for full YR - ok
Planning	1,687,068	1,699,646	1,508,546	89%		1,401,108	1,401,108	350,277	336,485	96%		UAL 58k for full YR - ok
Building - Code	925,592	940,850	889,802	95%		986,102	986,102	246,526	251,273	102%		UAL 52k for full YR - ok
Engineering	2,393,085	2,192,076	2,371,921	108%		1,946,527	1,971,527	492,882	494,694	100%		UAL 116k for full YR - ok
Code Enforcement	-	-	-	n/a		437,121	437,121	109,280	123,780	113%	101%	UAL 23.7k for full YR - ok
Rec - Admin	318,117	317,345	294,908	93%		259,587	259,587	64,897	64,812	100%		UAL 7.6k, CC Fee annual 8478 - ok
Red - Youth	62,768	62,768	44,595	71%		46,166	46,166	11,542	10,227	89%		ok
Rec - Summer	45,533	115,208	34,014	30%		10,000	10,000	2,500	34	1%		ok
Rec - Aquatics	202,979	204,678	145,108	71%		52,510	52,510	13,128	21,633	165%		Percentage lower than Aug. (life guard trainin
Rec - Sports	198,620	208,326	189,664	91%		186,487	186,487	46,622	43,116	92%	0.41	Salary & UAL 10k for full YR - ok
Rec - Special Int	4,000	4,171	1,476	35%		3,000	3,000	750	27	4%		ok
Rec - Comm Events	42,893	48,983	17,957	37%		22,247	22,247	5,562	54	1%		ok
Rec - Small World	114,594	114,714	79,911	70%		63,000	63,000	15,750	5,839	37%		ok
Rec - SR Center	477,958	486,824	451,816	93%		413,087	413,087	103,272	79,159	77%		ok
Rec - Facilities Rental	-	-	-	n/a		-	-	-	-	n/a	85%	n/a
PD - Admin	6,758,746	6,899,893	6,904,144	100%		6,151,871	6,223,871	1,555,968	1,279,446	82%		Salary & UAL 192k for full YR - ok
PD - Operations	15,170,821	15,193,099	15,556,161	102%		14,711,753	14,711,753	3,677,938	4,474,522	122%		Salary & UAL 1.3 M for full YR - ok
PD - Investigations	3,835,753	3,949,822	3,735,006	95%		3,594,981	3,594,981	898,745	948,433	106%		Salary & UAL 273k for full YR - ok
PD - Support	3,554,649	3,690,835	3,652,950	99%		2,944,531	2,944,531	736,133	806,880	110%		UAL 213k for full YR - ok
PD - Family Justice	43,206	48,203	47,865	99%		44,204	44,204	11,051	12,770	116%		UAL 4k for full YR - ok
PD - Marine	13,000	16,658	12,129	73%		14,700	14,700	3,675	2,406	65%	109%	Ok - Insurance for full year paid in July
PW - Graffiti Removal	182,490	178,976	148,656	83%		161,312	161,312	40,328	34,602	86%		Salary & UAL 7k for full YR - ok
PW - Admin	101,914	101,014	96,637	96%		83,476	83,476	20,869	27,590	132%		ok
PW - Streets	3,063,387	3,020,620	2,919,348	97%		3,510,624	3,111,050	777,763	1,108,407	143%		Full $500k trsf to Streets CIP - ok
PW - Swim Maint	170,489	169,540	140,768	83%		161,576	161,576	40,394	21,139	52%	136%	ok
Admin - Cost Recovery	-	-	-	n/a		-	-	-	-	n/a		n/a
Non- Departmental	2,925,168	3,026,689	4,226,709	140%		1,357,277	1,357,277	339,319	433,761	128%		Costs are for building allocation expenses - ok
Transfers	1,484,889	1,848,578	1,846,632	100%		962,936	1,362,936	340,734	240,734	71%		ok
	47,743,323	48,571,571	48,986,039			43,124,579	43,222,005	10,805,501	11,633,717	108%		
	-	-	-			-	-	-	-			

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	FY 19-20				FY 20-21					
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget	ANNUAL Original Budget	ANNUAL Amended Budget	25 % of Budget Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget	
Fund 112	**Payroll Imprest**									
Revenues			510	0%			-	10	0%	
Expense				0%			-		0%	
Net	-	-	510		-	-	-	10		
Fund 120	**California Theater**									
Revenues	453,807	490,791	359,897	73%	315,330	315,330	78,833	37,188	47%	ok - Theatre closed at this point - Covid
Expense	466,747	547,547	434,127	79%	320,292	320,292	80,073	22,554	28%	ok
Net	(12,940)	(56,756)	(74,230)		(4,962)	(4,962)	(1,241)	14,634		
Fund 130	**General Plan Update**									
Revenues	160,000	164,200	164,798	100%	160,000	160,000	40,000	27,500	69%	ok - pending budgeted grant applications
Expense	160,000	367,264	99,946	27%	160,000	160,000	40,000	-	0%	ok
Net	-	(203,064)	64,852		-	-	-	27,500		
Fund 140	**Emergency Operations Center**									
Revenues	55,000	55,124	55,232	100%	55,075	55,075	13,769	13,750	100%	ok
Expense	54,700	49,050	50,970	104%	41,600	41,600	10,400	5,000	48%	ok
Net	300	6,074	4,262		13,475	13,475	3,369	8,750		
Fund 202	**Economic Development**									
Revenues	523,727	465,911	478,937	103%	441,172	441,172	110,293	75,582	69%	ok - Meas M allocation at least 2 months in arrears and BID mostly come in at year-end during renewal period
Expense	366,555	349,634	321,106	92%	366,151	376,151	94,038	61,209	65%	ok
Net	157,172	116,277	157,831		75,021	65,021	16,255	14,373		
Fund 203	**Gas Tax #1**									
Revenues	1,586,571	2,856,578	1,854,524	65%	1,234,503	1,299,503	324,876	243,804	75%	ok - State distribution are at least a month or two in arrears
Expense	1,364,211	3,696,320	1,567,351	42%	1,162,111	1,350,972	337,743	420,608	125%	ok - One-time Transfers-Out of $124k (amended budget as needed) to fund ongoing RMRA projects
Net	222,360	(839,742)	287,173		72,392	(51,469)	(12,867)	(176,804)		
Fund 204	**Measure J Tax**									
Revenues	877,200	5,575,663	1,309,766	23%	742,900	742,900	185,725	(9,434)	-5%	ok - Negative amount reflects over-accrued CCTA OBAG prior year drawdown estimate. Annual CCTA Meas J distribution (budgeted @ $742k normally comes in at year-end
Expense	857,332	5,838,111	1,445,029	25%	695,332	771,141	192,785	281,306	146%	ok - Budget does not yet reflect budget carry-over from prior year
Net	19,868	(262,448)	(135,263)		47,568	(28,241)	(7,060)	(290,740)		
Fund 205	**Citywide Lighting & Landscape**									
Revenues	4,289,511	4,168,214	4,169,082	100%	3,983,920	4,383,920	1,095,980	237,083	22%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	4,293,323	4,342,261	4,042,739	93%	3,993,813	4,486,022	1,121,506	938,141	84%	ok
Net	(3,812)	(174,047)	126,343		(9,893)	(102,102)	(25,526)	(701,058)	2747%	
Fund 206	**Lighting & Landscaping - Oak Hills Assess**									
Revenues	34,923	35,522	35,510	100%	35,022	35,022	8,756	166	2%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	37,298	37,328	12,348	33%	36,605	36,605	9,151	2,798	31%	ok
Net	(2,375)	(1,806)	23,162		(1,583)	(1,583)	(396)	(2,632)		

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	FY 19-20				FY 20-21					
			Actual	Actual as a % of	ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	9/24/2020	Amended Budget	Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 207	**Ntnl Pollutnt Dischrg Elimin Systm (NPDES)**									
Revenues	1,234,759	1,234,759	1,101,999	89%	1,262,431	1,262,431	315,608	4,264	1%	ok - Disbursements from the County comes in around April & August
Expense	1,308,926	1,470,269	968,797	66%	1,405,268	1,490,007	372,502	265,703	71%	ok
Net	(74,167)	(235,510)	133,202		(142,837)	(227,576)	(56,894)	(261,439)		
Fund 208	**Southwest Pittsburg - GHAD II**									
Revenues	958,837	992,076	1,041,656	105%	1,002,075	1,002,075	250,519	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	703,360	703,585	606,016	86%	615,175	838,141	209,535	149,684	71%	ok
Net	255,477	288,491	435,640		386,900	163,934	40,984	(149,684)		
Fund 209	**San Marco CFD 2004-01**									
Revenues	1,023,309	1,052,076	1,051,092	100%	1,128,610	1,128,610	282,153	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	1,139,200	1,139,200	1,133,153	99%	1,060,000	1,060,000	265,000	262,500	99%	ok
Net	(115,891)	(87,124)	(82,061)		68,610	68,610	17,153	(262,500)		
Fund 210	**Solid Waste Fund**									
Revenues	604,000	636,500	673,654	106%	544,700	544,700	136,175	725	1%	ok - CCWS transfer station surcharge revenue comes in quarterly
Expense	620,379	648,218	547,475	84%	484,644	571,695	142,924	93,425	65%	ok
Net	(16,379)	(11,718)	126,179		60,056	(26,995)	(6,749)	(92,700)		
Fund 211	**Park Maintenance CFD 2007-1**									
Revenues	127,186	135,959	132,370	97%	145,760	145,760	36,440	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	87,609	89,533	62,476	70%	72,585	85,434	21,359	14,679	69%	ok
Net	39,577	46,426	69,894		73,175	60,326	15,082	(14,679)		
Fund 213	**R/R Ave BART CFD 2004-1**									
Revenues	20,068	20,368	27,153	133%	10,150	10,150	2,538	6,689	264%	ok - collected as specific permits are issued by Engineering
Expense	-	-	70,197	0%	2,500	2,500	625	-	0%	ok
Net	20,068	20,368	(43,044)		7,650	7,650	1,913	6,689		
Fund 214	**Project Amenities Mgmt (CFD 2016-1)**									
Revenues	26,172	-	27,119	0%	27,188	27,188	6,797	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	3,800	-	2,652	0%	2,400	2,400	600	-	0%	ok
Net	22,372	-	24,467		24,788	24,788	6,197	-		
Fund 215	**Fire District CFD**									
Revenues	6,288	6,633	6,636	100%	6,657	6,657	1,664	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	2,125	2,232	2,102	94%	2,028	2,028	507	-	0%	ok
Net	4,163	4,401	4,534		4,629	4,629	1,157	-		
Fund 219	**Vista Del Mar**									
Revenues	350,812	350,512	350,241	100%	367,490	367,490	91,873	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	380,800	380,800	380,690	100%	340,700	340,700	85,175	85,000	100%	ok
Net	(29,988)	(30,288)	(30,449)		26,790	26,790	6,698	(85,000)		
Fund 220	**Public Safety Service CFD 2005-1**									
Revenues	517,521	590,103	589,827	100%	667,600	667,600	166,900	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	570,100	570,100	564,020	99%	644,000	644,000	161,000	160,000	99%	ok
Net	(52,579)	20,003	25,807		23,600	23,600	5,900	(160,000)		

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	FY 19-20					FY 20-21				
			Actual	Actual as a % of	ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	9/24/2020	Amended Budget	Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 221	**Asset Forfeitures**									
Revenues	15,740	34,569	33,830	98%	-	-	-	30,406	0%	ok - Forfeited funds to PD as cases are setted with the District Attorney
Expense	15,000	15,000	326	2%	-	-	-	1,815	0%	ok
Net	740	19,569	33,504		-	-	-	28,591		
Fund 222	**Marina Vista Field Replacement Fund**									
Revenues	4,200	20,500	17,252	84%	12,500	12,500	3,125	-	0%	No Field activities due to COVID
Expense	-	-	8,318	0%	-	-	-	-	0%	ok
Net	4,200	20,500	8,934		12,500	12,500	3,125	-		
Fund 225	**Hillview Jr. High Athletic Field**									
Revenues	3,200	8,000	61,587	770%	29,000	29,000	7,250	-	0%	No Field activities due to COVID
Expense	-	-	10,525	0%	-	-	-	-	0%	ok
Net	3,200	8,000	51,062		29,000	29,000	7,250	-		
Fund 226	**GHAD Administration**									
Revenues	521,860	522,660	490,164	94%	500,400	612,866	153,217	125,000	82%	ok
Expense	521,860	489,503	384,652	79%	401,570	513,118	128,280	114,619	89%	ok
Net	-	33,157	105,512		98,830	99,748	24,937	10,381		
Fund 227	**Public, Education & Gov't Fees (PEG)**									
Revenues	168,500	168,500	167,718	100%	124,000	124,000	31,000	-	0%	ok - Franchise Fees from Comcast/AT&T are due quarterly.
Expense	145,500	126,500	38,698	31%	137,000	137,000	34,250	4,713	14%	ok
Net	23,000	42,000	129,020		(13,000)	(13,000)	(3,250)	(4,713)		
Fund 228	**Gas Tax - Road Maint & Rehab**									
Revenues	1,360,657	2,800,294	1,584,328	57%	964,049	1,576,336	394,084	892,139	226%	ok - Includes $458k one-time transfer from CIP fund for RMRA ongoing projects
Expense	1,352,427	2,778,376	506,344	18%	1,027,553	2,037,855	509,464	34,516	7%	ok - timing and completion of projects
Net	8,230	21,918	1,077,984		(63,504)	(461,519)	(115,380)	857,623		
Fund 231	**Housing Rehab Loan - CDBG**									
Revenues	180,399	119,725	26,685	22%	14,217	14,217	3,554	-	0%	ok - Depends on when drawdown is submitted (reimbursement based… found no timing trend)
Expense	-	120,374	27,518	23%	10,000	10,000	2,500	1,048	42%	ok - timing of loans issued
Net	180,399	(649)	(833)		4,217	4,217	1,054	(1,048)		
Fund 232	**Housing Rehab Loans-Home**									
Revenues	-	30	25	83%	-	-	-	-	0%	ok
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	-	30	25		-	-	-	-		
Fund 233	**Cmmnity Dvlpmnt Blck Grt-Entlmnt (CDBG)**									
Revenues	919,673	1,219,876	780,732	64%	634,112	866,620	216,655	391	0%	ok - Depends on when drawdown is submitted (reimbursement based… found no timing trend)
Expense	894,502	1,181,976	777,186	66%	671,417	903,925	225,981	35,725	16%	ok - timing of operating expenses
Net	25,171	37,900	3,546		(37,305)	(37,305)	(9,326)	(35,334)		

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	FY 19-20				FY 20-21					
			Actual	Actual as a % of	ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	9/24/2020	Amended Budget	Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 241	**Housing Authority - Seciton 8**									
Revenues	**17,691,357**	**17,676,655**	**17,597,182**	100%	**18,583,311**	**18,583,311**	**4,645,828**	**2,756,085**	59%	ok - September activity has not posted yet. JE will be prepared first week in October and post into September.
Expense	**17,649,096**	**17,603,064**	**17,563,383**	100%	**18,406,848**	**18,406,848**	**4,601,712**	**3,212,639**	70%	ok - September activity has not posted yet. JE will be prepared first week in October and post into September.
Net	**42,261**	**73,591**	**33,799**		**176,463**	**176,463**	**44,116**	**(456,554)**		
Fund 243	**NSP Neighborhood Stabilization Prgm**									
Revenues	**680**	**700**	**913**	130%	**400**	**400**	**100**	**-**	0%	ok - Investment Rev post quarterly
Expense	**-**	**-**	**-**	0%	**-**	**-**	**-**	**-**	0%	ok
Net	**680**	**700**	**913**		**400**	**400**	**100**	**-**		
Fund 245	**CalHome Program**									
Revenues	**1,500**	**50,070**	**51,611**	103%	**1,100**	**1,100**	**275**	**46,436**	16886%	ok - Loan payoff and Investment Rev post quarterly
Expense	**-**	**-**	**-**	0%	**-**	**-**	**-**	**-**	0%	ok
Net	**1,500**	**50,070**	**51,611**		**1,100**	**1,100**	**275**	**46,436**		
Fund 248	**Successor Agency Housing Fund**									
Revenues	**332,917**	**243,525**	**648,223**	266%	**211,317**	**211,317**	**52,829**	**4,986**	9%	ok - Investment Rev post quarterly/no loan payoff for July-September/Housing JE will be prepared first week of October and book in September
Expense	**914,303**	**911,843**	**282,620**	31%	**390,455**	**390,455**	**97,614**	**13,962**	14%	Gateway/Domus lease payment is quarterly -$30k for July-September, missing Domus CAM-$7k for July-September and timing of housing rehab loans and hiring of contractual services
Net	**(581,386)**	**(668,318)**	**365,603**		**(179,138)**	**(179,138)**	**(44,785)**	**(8,976)**		
Fund 255	**CA Energy Conservation Program**									
Revenues	**74,500**	**74,500**	**74,497**	100%	**74,500**	**74,500**	**18,625**	**-**	0%	ok - Transfer-in from L&L post Dec & June
Expense	**74,497**	**74,497**	**74,497**	100%	**74,500**	**74,500**	**18,625**	**-**	0%	ok
Net	**3**	**3**	**-**		**-**	**-**	**-**	**-**		
Fund 281	**PW - Local Enforcement Agency Grants (LEA)**									
Revenues	**-**	**15,959**	**15,959**	100%	**-**	**-**	**-**	**(1,596)**	0%	ok - Reversal of YE 19-20 Accrual for LEA 10% retenion. As of 9/24/2020 havent received the funds
Expense	**-**	**15,500**	**15,960**	103%	**-**	**-**	**-**	**-**	0%	ok
Net	**-**	**459**	**(1)**		**-**	**-**	**-**	**(1,596)**		
Fund 282	**PW - Oil Recycle Grants**									
Revenues	**-**	**34,241**	**17,723**	52%	**-**	**-**	**-**	**-**	0%	ok
Expense	**-**	**34,241**	**17,723**	52%	**-**	**-**	**-**	**-**	0%	ok
Net	**-**	**-**	**-**		**-**	**-**	**-**	**-**		
Fund 283	**PW - Beverage Container Recycle Grants**									
Revenues	**-**	**37,258**	**7,897**	21%	**-**	**-**	**-**	**-**	0%	ok
Expense	**-**	**37,258**	**7,896**	21%	**-**	**-**	**-**	**-**	0%	ok
Net	**-**	**-**	**1**		**-**	**-**	**-**	**-**		
Fund 291	**Local Law Enfrcmnt Block Grants (LLEBG)**									
Revenues	**-**	**19,769**	**19,772**	100%	**-**	**-**	**-**	**593**	0%	ok - Additional revenue received in FY 21 for a 19-20 accrual for the JAG grant
Expense	**-**	**19,769**	**19,772**	100%	**-**	**-**	**-**	**-**	0%	ok
Net	**-**	**-**	**-**		**-**	**-**	**-**	**593**		

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	FY 19-20				FY 20-21					
			Actual	Actual as a % of	ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	9/24/2020	Amended Budget	Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 293	**Supplemntl Law enfrcmnt Program (SLESF)**									
Revenues	1,900	374,479	182,087	49%	3,000	3,000	750	-	0%	ok - Investment Rev post quarterly
Expense	-	369,039	180,731	49%	-	-	-	2,375	0%	ok - timing
Net	1,900	5,440	1,356		3,000	3,000	750	(2,375)		
Fund 295	**Regional Freeway Security Fund**									
Revenues	-	878,892	550,034	63%	-	-	-	(367,672)	0%	ok - Reversal of Revenue accrued prior year not yet received.
Expense	-	1,157,526	604,403	52%	-	-	-	418	0%	ok
Net	-	(278,634)	(54,369)		-	-	-	(368,090)		
Fund 299	**Misc Grants - Non Interest**									
Revenues	141,034	384,872	226,309	59%	400,000	400,000	100,000	68,712	69%	ok - Grant funds are received on reimbursement basis.
Expense	141,034	333,854	222,022	67%	400,000	400,000	100,000	69,708	70%	ok
Net	-	51,018	4,287		-	-	-	(996)		
Fund 301	**Pittsburg CIP - Non-Departmental**									
Revenues	500,000	2,398,200	1,669,136	70%	-	500,000	125,000	494,263	395%	ok - CIP Budget not yet carried over
Expense	500,000	2,490,986	266,378	11%	-	500,000	125,000	459,456	368%	ok - CIP Budget not yet carried over
Net	-	(92,786)	1,402,758		-	-	-	34,807		
Fund 302	**K Kirker Creek Drainage**									
Revenues	3,000	9,709	12,423	128%	3,000	3,000	750	-	0%	ok - investment earning post quarterly
Expense	18,360	21,469	19,822	92%	18,360	18,360	4,590	4,590	100%	ok
Net	(15,360)	(11,760)	(7,399)		(15,360)	(15,360)	(3,840)	(4,590)		
Fund 303	**Local Traffic Mitigation**									
Revenues	1,339,157	5,697,760	819,720	14%	1,702,315	1,702,315	425,579	(47,173)	-11%	ok - CIP Budget not yet carried over
Expense	85,157	4,524,726	518,126	11%	76,368	76,368	19,092	21,435	112%	ok - CIP Budget not yet carried over
Net	1,254,000	1,173,034	301,594		1,625,947	1,625,947	406,487	(68,608)		
Fund 304	**Park Dedication**									
Revenues	951,955	1,469,455	995,015	68%	2,190,792	2,190,792	547,698	134,629	25%	ok - Timing of Projects pushed out.
Expense	716,104	2,007,587	228,198	11%	58,049	58,049	14,512	30,580	211%	ok - CIP Budget not yet carried over
Net	235,851	(538,132)	766,817		2,132,743	2,132,743	533,186	104,049		
Fund 305	**Inclusionary Housing**									
Revenues	4,000	8,000	8,039	100%	4,000	4,000	1,000	-	0%	ok - investment earning post quarterly
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	4,000	8,000	8,039		4,000	4,000	1,000	-		
Fund 306	**Traffic Impact Fair Share**									
Revenues	5,000	8,500	10,065	118%	4,000	4,000	1,000	-	0%	ok - investment earning post quarterly
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	5,000	8,500	10,065		4,000	4,000	1,000	-		
Fund 307	**Regional Traffic Mitigation - PRTDIM**									
Revenues	8,000	7,000	73,116	1045%	2,500	2,500	625	-	0%	ok - investment earning post quarterly
Expense	-	255,905	238,185	93%	-	-	-	-	0%	ok
Net	8,000	(248,905)	(165,069)		2,500	2,500	625	-		

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	FY 19-20				FY 20-21					
			Actual	Actual as a % of	ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	9/24/2020	Amended Budget	Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 310	**Infrastructure Repair & Replacement - Non-Departmental**									
Revenues	5,000	7,000	7,252	104%	3,000	3,000	750	-	0%	ok - investment earning post quarterly
Expense	-	346,890	346,890	100%	-	-	-	-	0%	ok
Net	5,000	(339,890)	(339,638)		3,000	3,000	750	-		
Fund 312	**Bailey Road Maintenance**									
Revenues	13,000	131,000	186,283	142%	162,000	162,000	40,500	-	0%	ok
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	13,000	131,000	186,283		162,000	162,000	40,500	-		
Fund 322	**Community Capital Improvement**									
Revenues	-	64,363	65,704	102%	-	-	-	30,000	0%	ok
Expense	-	227,017	29,031	13%	-	30,000	7,500	42,982	573%	ok - CIP Budget not yet carried over
Net	-	(162,654)	36,673		-	(30,000)	(7,500)	(12,982)		
Fund 412	**Pension Obligations**									
Revenues	4,494,693	4,494,693	4,511,458	100%	4,479,886	4,479,886	1,119,972	1,116,247	100%	ok
Expense	4,479,693	4,479,693	4,411,864	98%	4,351,996	4,351,996	1,087,999	3,672,498	338%	ok - Timing of bond payment in current quarter
Net	15,000	15,000	99,594		127,890	127,890	31,973	(2,556,251)		
Fund 500	**Water Revenue Bond Proceeds**									
Revenues	28,000	28,000	170,320	608%	14,000	14,000	3,500	-	0%	ok - investment earning post quarterly
Expense	-	1,694,000	1,694,000	100%	-	-	-	-	0%	ok
Net	28,000	(1,666,000)	(1,523,680)		14,000	14,000	3,500	-		
Fund 501	**Water Operations**									
Revenues	23,132,879	23,518,327	25,478,388	108%	23,384,664	23,384,664	5,846,166	4,358,659	75%	ok - Water sales almost 1 month in arrears. Customers are billed based on usage. We do an accrual to capture total sales at year-end
Expense	22,376,136	29,627,717	26,968,627	91%	21,761,308	22,148,169	5,537,042	4,968,039	90%	ok
Net	756,743	(6,109,390)	(1,490,239)		1,623,356	1,236,495	309,124	(609,380)		
Fund 502	**Water Facility Reserve - WTP Expansion**									
Revenues	88,802	183,660	269,736	147%	110,700	110,700	27,675	20,976	76%	ok - Timing of Projects pushed out.
Expense	-	527,203	13,665	3%	-	-	-	1,053	0%	ok
Net	88,802	(343,543)	256,071		110,700	110,700	27,675	19,923		
Fund 503	**Water Fac-Water Distribution**									
Revenues	47,394	282,598	361,224	128%	111,014	111,014	27,754	303	1%	ok - Timing of Projects pushed out.
Expense	-	827,500	827,500	100%	-	-	-	-	0%	ok
Net	47,394	(544,902)	(466,276)		111,014	111,014	27,754	303		
Fund 504	**Water Fac Rsrve-Zone I/II Reservoir**									
Revenues	10,000	14,000	19,938	142%	7,000	7,000	1,750	-	0%	ok - investment earning post quarterly - ok
Expense	-	-	-	0%			-		0%	ok
Net	10,000	14,000	19,938		7,000	7,000	1,750	-		
Fund 505	**Water Fac Rsrve - SE 20" Trans Line**									
Revenues	48,412	50,812	50,898	100%	140,969	140,969	35,242	519	1%	ok - Timing of Projects pushed out.
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	48,412	50,812	50,898		140,969	140,969	35,242	519		

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	FY 19-20				FY 20-21					
			Actual	Actual as a % of	ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	9/24/2020	Amended Budget	Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 506	**Water Fac Rsv - SW Hills CIP (PH I & II)**									
Revenues	123,220	124,020	125,759	101%	449,091	449,091	112,273	62,813	56%	ok - Timing of Projects pushed out.
Expense	-	-	126,939	0%	-	-	-	-	0%	ok
Net	123,220	124,020	(1,180)		449,091	449,091	112,273	62,813		
Fund 507	**Water Fac Rsv - SW Hills Phse III Pipe/Res**									
Revenues	27,840	787,000	806,175	102%	236,238	236,238	59,060	18,855	32%	ok - Timing of Projects pushed out.
Expense	-	2,550,000	-	0%	-	-	-	-	0%	ok
Net	27,840	(1,763,000)	806,175		236,238	236,238	59,060	18,855		
Fund 509	**WTP-Sludge Handling**									
Revenues	99,218	234,212	104,016	44%	130,400	130,400	32,600	25,302	78%	ok - Timing of Projects pushed out.
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	99,218	234,212	104,016		130,400	130,400	32,600	25,302		
Fund 510	**Zone 1 Reservoir**									
Revenues	225,312	-	187,254	0%	108,080	108,080	27,020	-	0%	ok - Timing of Projects pushed out.
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	225,312	-	187,254		108,080	108,080	27,020	-		
Fund 511	**Zone 2 Reservoir**									
Revenues	1,400	14,228	15,277	107%	439,426	439,426	109,857	708	1%	ok - Timing of Projects pushed out.
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	1,400	14,228	15,277		439,426	439,426	109,857	708		
Fund 521	**Sewer Maintenance**									
Revenues	5,198,500	13,947,115	13,991,148	100%	4,265,000	4,465,000	1,116,250	873,209	78%	ok - Sewer sales almost 1 month in arrears. Customers are billed based on usage. We do an accrual to capture total sales at year-end
Expense	5,411,439	21,568,668	5,070,777	24%	3,972,443	8,029,946	2,007,487	1,927,347	96%	ok - CIP budget not yet carried over
Net	(212,939)	(7,621,553)	8,920,371		292,557	(3,564,946)	(891,237)	(1,054,138)		
Fund 522	**Sewer Fac-Res-Coil System Cap Buy-In**									
Revenues	192,399	-	215,690	0%	383,100	383,100	95,775	24,158	25%	ok - Timing of Projects pushed out.
Expense	-	943,113	810,000	86%	-	200,000	50,000	200,000	400%	ok - Full annual amount transferred out to operating fund
Net	192,399	(943,113)	(594,310)		383,100	183,100	45,775	(175,842)		
Fund 523	**Sewer Facil Reserve**									
Revenues	290	400	434	109%	40,340	40,340	10,085	-	0%	ok - Timing of Projects pushed out.
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	290	400	434		40,340	40,340	10,085	-		
Fund 525	**Recycled Water Capital Maintenance**									
Revenues	480	560	641	114%	280	280	70	-	0%	ok - investment earning post quarterly
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	480	560	641		280	280	70	-		
Fund 530	**Golf Course**									
Revenues	13,250	13,250	6,882	52%	-	-	-	-	0%	ok
Expense	13,250	9,000	6,882	76%	4,000	4,000	1,000	-	0%	ok
Net	-	4,250	-		(4,000)	(4,000)	(1,000)	-		

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	FY 19-20					FY 20-21					
			Actual	Actual as a % of		ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	9/24/2020	Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 540	**Water Front Operations**										
Revenues	1,850,537	3,017,971	2,196,430	73%		1,654,296	1,654,296	413,574	290,662	70%	ok - Centen Ag Water Lease past due -staff is following up.
Expense	1,324,019	3,119,038	2,266,778	73%		2,250,110	2,296,125	574,031	1,244,181	217%	ok - CIP budget not yet carried over
Net	526,518	(101,067)	(70,348)			(595,814)	(641,829)	(160,457)	(953,519)		
Fund 541	**US EPA Grants**										
Revenues	-	1,004,723	17,410	2%		-	-	-	45,247	0%	ok - CIP budget not yet carried over
Expense	-	861,477	17,410	2%		-	291,024	72,756	44,589	61%	ok
Net	-	143,246	-			-	(291,024)	(72,756)	658		
Fund 550	**Marina - Marina Operations**										
Revenues	2,144,852	2,393,922	2,277,295	95%		2,336,516	2,336,516	584,129	416,308	71%	ok - reduced collection from Boat Slip Rental Charges
Expense	2,188,884	3,029,093	2,523,433	83%		2,443,564	2,600,786	650,197	504,721	78%	ok
Net	(44,032)	(635,171)	(246,138)			(107,048)	(264,270)	(66,068)	(88,413)		
Fund 551	**Marina Dredging & Infrastructure Improve**										
Revenues	-	-	-	0%		987,000	987,000	246,750	987,000	400%	ok
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	-	-	-			987,000	987,000	246,750	987,000		
Fund 560	**Pittsburg Arts and Community Foundation**										
Revenues	633,517	714,614	666,226	93%		462,385	1,385,762	346,441	65,071	19%	ok - PACF - $1.0 M from Making Waves
Expense	746,723	821,569	788,986	96%		709,744	1,428,570	357,143	74,166	21%	ok
Net	(113,206)	(106,955)	(122,760)			(247,359)	(42,808)	(10,702)	(9,095)		
Fund 580	**Island Energy**										
Revenues	6,265,000	6,474,990	5,653,038	87%		5,732,000	5,732,000	1,433,000	490,878	34%	ok - revenue will increase based upon dock activity
Expense	6,923,173	7,728,446	5,767,634	75%		5,680,825	5,682,165	1,420,541	1,102,604	78%	ok
Net	(658,173)	(1,253,456)	(114,596)			51,175	49,835	12,459	(611,726)		
Fund 590	**Pittsburg Power**										
Revenues	2,775,185	2,760,465	2,441,876	88%		2,760,465	2,760,465	690,116	126,361	18%	ok - Revenue (Franchise Fees T-Line, $220K each) posts in Oct / Dec / Mar / Jun
Expense	2,379,710	3,308,194	2,814,888	85%		2,308,358	2,308,358	577,090	535,040	93%	ok
Net	395,475	(547,729)	(373,012)			452,107	452,107	113,027	(408,679)		
Fund 601	**Information/Communication Systems**										
Revenues	1,280,371	1,280,542	1,280,539	100%		1,158,459	1,158,459	289,615	286,792	99%	ok
Expense	1,381,240	1,560,741	1,307,005	84%		1,439,549	1,567,937	391,984	367,804	94%	ok
Net	(100,869)	(280,199)	(26,466)			(281,090)	(409,478)	(102,370)	(81,012)		
Fund 611	**Fleet Maintenance**										
Revenues	2,100,534	2,106,556	2,099,344	100%		1,975,535	1,975,535	493,884	505,885	102%	ok
Expense	2,088,872	2,147,247	1,795,982	84%		2,045,981	2,252,269	563,067	260,437	46%	ok
Net	11,662	(40,691)	303,362			(70,446)	(276,734)	(69,184)	245,448		
Fund 621	**Building Maintenance**										
Revenues	2,052,846	2,060,249	2,145,296	104%		2,058,828	2,058,828	514,707	517,035	100%	ok
Expense	2,074,007	2,578,991	2,551,097	99%		2,261,559	2,269,357	567,339	614,530	108%	ok - UAL paid in July
Net	(21,161)	(518,742)	(405,801)			(202,731)	(210,529)	(52,632)	(97,495)		

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	FY 19-20 Original Budget	FY 19-20 Amended Budget	FY 19-20 Actual 9/24/2020	FY 19-20 Actual as a % of Amended Budget	FY 20-21 ANNUAL Original Budget	FY 20-21 ANNUAL Amended Budget	FY 20-21 25 % of Budget Amended Budget	FY 20-21 Actual 9/24/2020	FY 20-21 Actual as a % of Amended Budget	
Fund 631	**Employee Fringe Benefits**									
Revenues	2,214,000	2,214,000	2,320,958	105%	1,963,930	1,963,930	490,983	363,489	74%	ok - W/C-Unemploymt post to Per 3 and after
Expense	2,211,163	2,267,812	2,227,005	98%	1,960,073	1,960,073	490,018	1,210,106	247%	ok - Annual Worker's Comp post in July
Net	2,837	(53,812)	93,953		3,857	3,857	964	(846,617)		
Fund 632	**Pension Trust**									
Revenues	294,215	394,215	394,215	100%	392,935	392,935	98,234	98,234	100%	ok
Expense	294,215	394,215	394,215	100%	392,935	392,935	98,234	-	0%	ok
Net	-	-	-		-	-	-	98,234		
Fund 635	**Other Post-Employment Benefits (OPEB)**									
Revenues	2,277,855	2,177,855	2,177,629	100%	2,179,874	2,179,874	544,969	244,970	45%	ok - We will be taking funds from side CERBT fund in June 2021
Expense	2,272,580	2,272,580	2,238,553	99%	2,123,900	2,123,900	530,975	325,411	61%	ok
Net	5,275	(94,725)	(60,924)		55,974	55,974	13,994	(80,441)		
Fund 641	**Insurance - Liability Insurance**									
Revenues	1,956,690	2,023,033	1,956,690	97%	2,221,069	2,221,069	555,267	531,780	96%	ok
Expense	1,924,690	1,970,254	1,837,361	93%	2,166,069	2,166,069	541,517	1,931,080	357%	ok - Annual Liability Premium posted in July
Net	32,000	52,779	119,329		55,000	55,000	13,750	(1,399,300)		
Fund 715	**Assess Distr-Cntry Plza Auto Mall #01-3**									
Revenues	331,767	327,395	332,057	101%	327,295	327,295	81,824	-	0%	ok
Expense	322,133	322,133	318,079	99%	323,076	326,771	81,693	1,720	2%	ok
Net	9,634	5,262	13,978		4,219	524	131	(1,720)		
Fund 717	**Assessment Dist - Bailey Estates #06-01**									
Revenues	538	700	714	102%	350	350	88	-	0%	ok
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	538	700	714		350	350	88	-		
Fund 719	**Vista Del Mar**									
Revenues	743,525	748,254	759,625	102%	749,400	749,400	187,350	-	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	734,869	734,869	728,465	99%	729,631	729,631	182,408	1,909	1%	ok
Net	8,656	13,385	31,160		19,769	19,769	4,942	(1,909)		
Fund 720	**San Marco CFD 2009-01**									
Revenues	1,180,736	1,240,548	1,252,527	101%	1,366,750	1,366,750	341,688	-	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	14,950	14,950	125,269	838%	15,000	1,216,341	304,085	-	0%	ok
Net	1,165,786	1,225,598	1,127,258		1,351,750	150,409	37,602	-		
Fund 725	**Re-Assessment District 2011-1**									
Revenues	1,936,070	1,629,303	1,656,563	102%	1,175,360	1,175,360	293,840	-	0%	ok
Expense	1,748,319	1,748,319	1,724,196	99%	1,755,077	1,769,611	442,403	19,174	4%	ok
Net	187,751	(119,016)	(67,633)		(579,717)	(594,251)	(148,563)	(19,174)		
Fund 752	**Other Agencies - Impact Fee Fund**									
Revenues	6,800	9,500	7,722	81%	4,600	4,600	1,150	-	0%	ok
Expense	-	-	-	0%	-	-	-	-	0%	ok
Net	6,800	9,500	7,722		4,600	4,600	1,150	-		

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	FY 19-20				FY 20-21					
			Actual	Actual as a % of	ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	9/24/2020	Amended Budget	Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 799	**Redevelopoment Obligation Retirement Fund**									
Revenues	33,719,155	33,803,210	33,758,927	100%	33,359,487	33,359,487	8,339,872	-	0%	ok
Expense	33,719,155	33,803,210	33,758,927	100%	33,359,487	33,359,487	8,339,872	-	0%	ok
Net	-	-	-		-	-	-	-		
Fund 801	**Successor Agency to RDA - RDA General**									
Revenues	616,635	687,170	722,766	105%	441,164	441,164	110,291	16,121	15%	ok - investment income; rent from EJ Phair La Veranda not posted yet
Expense	964,797	1,065,164	999,919	94%	421,548	421,548	105,387	101,921	97%	ok - Paid $19K in July for a full year - PERS Unfunded Liab - non sworn
Net	(348,162)	(377,994)	(277,153)		19,616	19,616	4,904	(85,800)		
Fund 802	**Successor Agency to RDA - Project Fund**									
Revenues	-	341,881	341,881	100%	-	-	-	-	0%	ok
Expense	-	341,881	-	0%	-	-	-	-	0%	ok
Net	-	-	341,881		-	-	-	-		
Fund 822	**Successor Agency to RDA - TAB 1999**									
Revenues	5,160,381	5,180,407	5,188,397	100%	5,176,489	5,176,489	1,294,122	47	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	5,156,780	5,156,780	1,877,005	36%	5,156,780	5,156,780	1,289,195	-	0%	ok
Net	3,601	23,627	3,311,392		19,709	19,709	4,927	47		
Fund 826	**Successor Agency to RDA - TAB 2004A**									
Revenues	30,000	23,728	30,952	130%	25,000	25,000	6,250	17,694	283%	ok
Expense	30,000	30,000	30,952	103%	25,000	25,000	6,250	-	0%	ok
Net	-	(6,272)	-		-	-	-	17,694		
Fund 833	**Successor Agency to RDA - TARB 2014**									
Revenues	7,886,790	7,955,145	8,028,818	101%	7,948,722	7,948,722	1,987,181	1,308	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	7,565,665	7,565,665	7,434,501	98%	7,551,722	7,551,722	1,887,931	(685,604)	-36%	ok - $687K Reverse FY 20 Accr Interest SA Bonds, to be paid in cy
Net	321,125	389,480	594,317		397,000	397,000	99,250	686,912		
Fund 834	**Successor Agency to RDA - TARB 2016A**									
Revenues	6,018,850	6,029,006	5,680,424	94%	5,680,514	5,680,514	1,420,129	20	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	6,010,850	6,010,850	6,005,422	100%	6,010,850	6,010,850	1,502,713	(2,001,417)	-133%	ok - $2M Reverse FY 20 Accr Interest SA Bonds, to be paid in cy
Net	8,000	18,156	(324,998)		(330,336)	(330,336)	(82,584)	2,001,437		
Fund 835	**Successor Agency to RDA - TARB 2016B**									
Revenues	5,800	5,809	1,009	17%	-	-	-	-	0%	ok
Expense	5,800	5,800	1,000	17%	2,000	2,000	500	-	0%	ok
Net	-	9	9		(2,000)	(2,000)	(500)	-		
Fund 836	**Successor Agency to RDA - TARB 2016C**									
Revenues	12,501,650	12,550,644	12,848,070	102%	12,519,161	12,519,161	3,129,790	69	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	12,498,650	12,498,650	12,309,389	98%	12,497,550	12,497,550	3,124,388	(303,417)	-10%	ok - $303K FY 20 Reverse Accr Interest SA Bonds, to be paid in cy
Net	3,000	51,994	538,681		21,611	21,611	5,403	303,486		
Fund 844	**Successor to RDA - HSG S/A TAB 06A**									
Revenues	770,684	770,684	771,195	100%	769,900	769,900	192,475	20,236	11%	ok - Rev due Dec & Jun (Property Tax)
Expense	718,984	718,984	718,336	100%	718,591	718,591	179,648	-	0%	ok
Net	51,700	51,700	52,859		51,309	51,309	12,827	20,236		

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	FY 19-20					FY 20-21					
			Actual	Actual as a % of		ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	9/24/2020	Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 845	**Successor to RDA - HSG S/A TARB 2016A**										
Revenues	**1,331,372**	**1,331,372**	**1,332,097**	100%		**1,328,708**	**1,328,708**	**332,177**	**9**	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	**1,313,244**	**1,307,344**	**1,313,236**	100%		**1,311,690**	**1,311,690**	**327,923**	**-**	0%	ok
Net	**18,128**	**24,028**	**18,861**			**17,018**	**17,018**	**4,255**	**9**		
Non-GF Revenue	168,915,364	198,267,816	184,487,212			168,810,476	171,856,114	42,964,029	17,318,491		
General Fund	47,124,308	47,784,654	48,278,239			40,624,579	40,624,579	10,156,145	2,871,189		
Total Revenue	216,039,672	246,052,470	232,765,451			209,435,055	212,480,693	53,120,173	20,189,680		
Non- GF Expense	164,338,295	220,985,502	168,471,558			158,827,740	169,307,417	42,326,854	23,918,080		
General Fund	47,743,323	48,571,571	48,986,039			43,124,579	43,222,005	10,805,501	11,635,205		
Total Expenses	212,081,618	269,557,073	217,457,597			201,952,319	212,529,422	53,132,356	35,553,285		
Non-GF Net	**4,577,069**	**(22,717,686)**	**16,015,654**			**9,982,736**	**2,548,697**	**637,174**	**(6,599,589)**		

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: October 5, 2020

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL.AGENCY MEMBERS
Jelani Killings, Mayor/Chair
Marilyn Craft, Vice-Mayor/Chair
Holland Barrett White, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS
Garrett Evans, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

PLANNING COMMISSION MEMBERS (WORKSHOP ONLY)

Sarah Foster, Chair
Christopher Moreno, Vice-Chair
Dr. Trinh Nguyen, Commissioner
Wolfgang Croskey, Commissioner
James Coniglio, Commissioner
Punita Bhasin, Commissioner
Elissa Robinson, Commissioner

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for October 5, 2020 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Killings called the meeting of the City Council to order at 7:08 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 6:00 P.M. in Closed Session for the following items:

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION; Significant exposure to litigation pursuant to Section 54956.9(d)(2)

Number of cases: one

There was no reportable action taken in Closed Session.

ROLL CALL

Vice Mayor/Chair Craft was absent and excused due to an extended medical leave.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

WORKSHOP – Joint with Planning Commission

2. Update on Senate Bill 743 Implementation

City Attorney Mooney gave a brief presentation on CEQA.

Matt Kelly of CCTA, and David Early of PlaceWorks presented information on the implementation of Senate Bill 743.

PRESENTATION

3. Code Enforcement Update

Assistant to the City Manager Jordan Davis gave an overview of the Code Enforcement Division as part of the Community Development Department.

Comments were received by:

Edgar Velez
Bruce Ohlson

CITY MANAGER REPORTS/REMARKS

City Manager Evans gave an update on the COVID-19 health order for the City of Pittsburg.

PUBLIC COMMENTS

Comments were received from:

Edgar Velez
Jose Castanon
Felipe Carias
Bruce Ohlson

COMMITTEE REPORTS

Mayor Killings attended the Mayors Conference.

Member Scales-Preston attended the Tri-Delta Transit meeting.

Member White congratulated Member Scales-Preston for becoming the Chair of the Tri-Delta Transit Board.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY AND SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

On Motion by Member Banales, seconded by Member Scales-Preston to adopt and carried by the following vote:

AYES: Banales, Scales-Preston, White, Killings
ABSENT: Craft

4. Minutes of September 21, 2020

5. Adoption of a City Council Resolution to Authorize Allocation of U.S. Department of Justice – Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (J.A.G.)

6. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the Pittsburg Police Managers' Group for the Period July 1, 2020–June 30, 2021

7. Adoption of a City Council Resolution to Authorize Allocation of U.S. Department of Justice – Coronavirus Emergency Supplemental Funding Program Grant

8. Adoption of a City Council Resolution Authorizing the Fourth Amendment to a Consultant Service Agreement with JML Planning for the Diablo Energy Storage Project

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Member Banales asked for an ad hoc committee to be formed for the possibility of creating Constituent Management Services.

On Motion by Member Banales, seconded by Member White to approve and carried by the following vote:

AYES: Banales, Scales-Preston, White, Killings
ABSENT: Craft

COUNCIL MEMBER REPORTS AND REMARKS

There were no Council Member reports or remarks.

ADJOURNMENT

The City Council meeting adjourned at 9:22 P.M. to October 19, 2020.

Respectfully submitted,

Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor/Chair and Council/Governing Board Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of a City Council Resolution and a Pittsburg Power Company Resolution to Approve the Lease Agreement by and between the City of Pittsburg and the Pittsburg Power Company

MEETING DATE: October 19, 2020

EXECUTIVE SUMMARY

The Resolutions will allow for the Pittsburg Power Company (Lessee) to continue its lease at 2555 Harbor Street (Premises) for use as a community career development and job training program known as Future Build for a term of seven years.

FISCAL IMPACT

The City will receive $6,107.17 each month with annual increases of 5%.

RECOMMENDATION

City Council adopt a Resolution authorizing the City Manager to enter into a Lease Agreement and execute related documents for the Pittsburg Power Company to provide a community career development and job training program.

Pittsburg Power Company Governing Board adopt a Resolution authorizing the Executive Director to enter into a Lease Agreement and execute related documents to provide a community career development and job training program.

BACKGROUND

Located on Assessor Parcel Number 088-220-010, 2555 Harbor Street has been the site of the Pittsburg Power Company's main job training and career development program, Future Build, since 2013. Future Build has successfully trained and helped secure careers for hundreds of East Bay Area residents and wishes to continue its operations on the Premises after the expiration of its current lease on June 30, 2020.

SUBCOMMITTEE FINDINGS

This item has not been discussed at a Subcommittee meeting.

STAFF ANALYSIS

The Future Build program is structured to benefit both students and the community at large. Individuals who are trained in the program will be elevated to a better quality of life that offers new employment opportunities skills to serve their own impacted community through remediation services. Among many moments of recognition, in 2017, Future Build was awarded the Contra Costa County Chairman's Award of Recognition, an honor conferred annually on an unheralded person or organization making a positive impact in the community.

The proposed Lease Agreement is for seven years. The Lease Agreement may be extended by two five year terms with mutual agreement.

Lessee intends to use the Premises for material storage, lab space, and instructional space. Since its initial inhabitance at the Premises, Lessee has made significant improvements to the Premises in the form of a kitchen remodel and more. The proposed use of the Premises will facilitate additional years of a successful career development and job training program in Pittsburg, and aligns with the City of Pittsburg General Plan and Council-approved Fiscal Year 2020-2021 Citywide Goals number 4 and 6:

"G4: Economic Development.
Continue economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses.

G6: Quality of Life.
Improve the quality of life for all Pittsburg residents."

ATTACHMENTS: Resolution - City
Resolution - PPC
Lease Agreement

Report Prepared By: Sara Bellafronte, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Approving a Lease Agreement by and	)	
Between the City of Pittsburg and the	)	RESOLUTION NO. 20-
Pittsburg Power Company.	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the Premises is located on property with Accessor Parcel Number 088-220-010; and

WHEREAS, the Premises has been the site of the Pittsburg Power Company's main job training and career development program, Future Build, since 2013; and

WHEREAS, Future Build has successfully trained and helped secure careers for hundreds of East Bay Area residents and wishes to continue its operations on the Premises after the expiration of its current lease on June 30, 2020; and

WHEREAS, the proposed use of the Premises aligns with the City's General Plan and Council-approved Fiscal Year 2020-2021 Citywide Goals.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

SECTION 1. Findings

A. All the recitals above are true and correct and incorporated herein.

B. The City Council hereby approves the lease between the City and the Pittsburg Power Company.

SECTION 2. Authorization

A. The City Manager or his designee is hereby authorized to execute the lease and to execute such other documents and take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to this Resolution.

B. The City Manager or designee is hereby authorized to modify the lease, provided that such modifications do not materially alter the business terms set forth in the lease.

C. The City Clerk shall certify to the adoption of this Resolution.

SECTION 3. Adoption

A. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of October, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Adoption of a Pittsburg Power Company) Resolution Approving a Lease Agreement by) And Between the City of Pittsburg and the) Pittsburg Power Company.)	RESOLUTION NO. 20-

The Governing Board of the Pittsburg Power Company FINDS AND DETERMINES as follows:

WHEREAS, the Premises is located on property with Accessor Parcel Number 088-220-010; and

WHEREAS, the Premises has been the site of the Pittsburg Power Company's main job training and career development program, Future Build, since 2013; and

WHEREAS, Future Build has successfully trained and helped secure careers for hundreds of East Bay Area residents and wishes to continue its operations on the Premises after the expiration of its current lease on June 30, 2020.

NOW, THEREFORE, the Governing Board of the Pittsburg Power Company DOES RESOLVE as follows:

SECTION 1. Findings

A. All the recitals above are true and correct and incorporated herein.

B. The PPC Board hereby approves the lease between the City and the Pittsburg Power Company.

SECTION 2. Authorization

A. The Executive Director is hereby authorized to execute the lease and to execute such other documents and take such further actions as may be necessary or appropriate to carry out the PPC's obligations pursuant to this Resolution.

B. The Executive Director is hereby authorized to modify the lease, provided that such modifications do not materially alter the business terms set forth in the lease.

C. The Executive Secretary shall certify to the adoption of this Resolution.

SECTION 3. Adoption

A. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 19th day of October, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Garrett Evans, Executive Secretary

LEASE AGREEMENT
By and between
THE CITY OF PITTSBURG
and
THE PITTSBURG POWER COMPANY

This LEASE AGREEMENT (this "**Lease**" or this "**Agreement**"), dated as of July 1, 2020 (the "**Effective Date**"), is entered into by and between the City of Pittsburg, a municipal corporation (hereafter the "**City**" or the "**Landlord**") and the Pittsburg Power Company, a Joint Powers Authority (the "**Lessee**"). Landlord and Lessee are hereafter collectively referred to as the "**Parties.**"

RECITALS

A. The City is the owner of fee title to real property located 2555 Harbor Street. in Pittsburg, CA known as Assessor Parcel Number088-220-010, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the **"Property"**).

B. Lessee has requested a lease of the buildings ("Premises) owned by the City that are situated on the Property from the City for the purpose of operating a community career development and job training program known as Future Build (the "Business").

C. The Business is already active at 2555 Harbor Street.

D. The City desires to lease the Premises to Lessee, and Lessee desires to lease the Premises from the City subject to the terms and conditions of this Lease.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Lessee hereby agree as follows.

ARTICLE I
DEFINITIONS; DEMISE OF PROPERTY

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section. Additional definitions are set forth in the Recitals and the text of this Agreement.

(i) "**Applicable Laws**" is defined in Section 4.7.

(ii) "**Commencement Date**" is defined in Section 2.1.

(iii) "**Default Rate**" is defined in Article VIII.

(iv) "**Expiration Date**" is defined in Section 2.1.

(v) "**Force Majeure**" is defined in Section 12.1.

(vi) "**Hazardous Materials**" is defined in Section 5.5.1.

(vii) "**Hazardous Materials Claims**" is defined in Section 5.2(c).

(viii) "**Hazardous Materials Laws**" is defined in Section 5.5.2.

(ix) "**Indemnitees**" is defined in Section 4.8.

(x) "**Late Payment Penalty**" is defined in Section 2.2.

(xi) "**Lease Termination**" is defined in Section 2.1.

(xii) "**Property**" is defined in Recital A.

(xiii) "**Remedial Work**" is defined in Section 5.2(e).

(xiv) **"Rent"** is defined in Section 2.2.

(xv) "**Term**" is defined in Section 2.1.

1.2 Incorporation of Recitals The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

1.3 Creation of Lease. City hereby leases to Lessee, and Lessee hereby leases from City, the Premises for the Term subject to the terms and conditions and for the purposes set forth in this Agreement.

ARTICLE II
TERM OF LEASE; RENT; SECURITY DEPOSIT

2.1 Term. The term of this Agreement (the "**Term**") shall commence on July 1, 2020 (the "**Commencement Date**"). Unless terminated earlier or extended pursuant to the provisions hereof, this Agreement shall expire on June 30, 2027 (the "**Expiration Date**"). The expiration of the Term or the sooner termination of this Agreement is referred to herein as the "**Lease Termination**."

2.1.1 Mutual Option to Extend. The Lessee has the option to extend the Term of this Lease annually for two (2) five-year periods upon one hundred twenty (120) days notice to the City. The City has the sole right to approve or disapprove the extension of the Term. In the event the City disapproves the extension of the Term, the City must notify Lessee within ninety (90) days of the Lease Termination.

2.2 Rent. Commencing July 1, 2020, Lessee shall pay to Landlord as rent for the Premises, the sum of six thousand one hundred seven dollars and seventeen cents ($6,107.17) per month (the **"Rent")** for the first year of the Term. Commencing on July 1, 2020 and on each July 1 thereafter during the Term, or any extension of the Term under Section 2.1.1, the amount of Rent payable to City will increase by 5% of the previous years rental payments. Payment of rent is contingent upon availability of external funding.

Rent is due and payable on the first day of each month to the City at the address shown in Section 12.5.2 or such other place as the City may designate in writing. In the event the Lessee fails to pay Rent by the close of business on the fourth day of each month or the Lessee's check is returned by the financial institution which it is drawn for insufficient funds, the Lessee shall pay the City (i) One Hundred Dollars ($100) as a late fee (the **"Late Payment Penalty"**) and (ii) five percent (5%) interest accrued daily on such Late Rent due to the City, which must be included with the payment of Rent.

2.3 Additional Rent. As additional rent (the "**Additional Rent**"), the Lessee shall pay and discharge when due, all insurance premiums, utility costs, and all other liabilities and obligations which the Lessee assumes or agrees to pay or undertake pursuant to this Lease.

ARTICLE III
ALTERATIONS AND NEW CONSTRUCTION

During the Term of this Agreement, the Lessee shall not make any permanent change, alteration or addition to the Premises (collectively, the "**Improvements**") without the prior written consent of the City.

ARTICLE IV
MANAGEMENT, USE AND OPERATION OF THE PROPERTY

4.1 Permitted Uses. The Lessee may use the Premises to operate and maintain the Business, and for no other purposes without the prior written consent of the City. The Lessee shall not use or permit the Premises to be used in whole or in part during the Term for any purpose other than as permitted pursuant to this Agreement or by the City's written consent. Lessee shall continuously use the Premises for the uses specified in this Section.

4.2 Nondiscrimination. The Lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of

Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the Lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of lessees, lessees, sublessees, sublessees, or vendees in the premises herein leased.

4.3 Easements; Reservation of Rights. The City reserves the right to locate and construct its own utilities and to grant nonexclusive easements across the Property and Premises for utilities and other purposes including the installation, maintenance, repair and replacement of utilities; provided that the exercise of such rights do not unreasonably interfere with the Lessee's use of the Premises for the purposes set forth herein.

4.4 Maintenance and Inspection of the Premises.

4.4.1 Maintenance. At the Lessee's sole cost and expense throughout the Term, the Lessee shall operate, maintain and manage the Premises in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. The Lessee shall ensure that the Premises is served by adequate lighting in accordance with applicable building codes. The Lessee shall promptly, at the Lessee's own cost and expense, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. The Lessee shall keep and maintain all portions of the Premises in a reasonably clean and orderly condition, free of accumulation of rubbish, graffiti and noxious weeds, and keep the Premises in condition not detrimental to the surrounding properties and free from hazards to the general public. The Lessee's failure to maintain the Premises in accordance with this Agreement shall, in the City's discretion, be grounds for termination of this Agreement pursuant to Article XI.

4.4.2 Inspection. At any time during the Term, upon reasonable advance notice and during normal business hours, the City may conduct inspections of the Premises to confirm that it is being properly maintained as required herein. Following its inspection, the City may deliver to the Lessee written notification of any portions of the Premises which the City has determined are not being properly maintained, and the Lessee shall promptly prepare and deliver to the City the Lessee's proposed plan for remedying the indicated deficiencies. The Lessee's failure to deliver a remedial plan and to complete remedial work within a reasonable time as determined by the City in its reasonable discretion shall be a default under this Agreement.

The failure of the City to inspect or to notify the Lessee of any deficiency shall not be a waiver of default or of the City's right to enforce the Lessee's maintenance and repair obligations. The Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the Indemnitees harmless from and against any and all Claims arising out of the Lessee's failure to fully and timely fulfill its obligations to maintain and repair the Premises as required hereunder.

4.5 City's Right to Perform Lessee Obligations. If following notice and the expiration of any applicable cure period as set forth in the notice required by Section 11.2.1, the Lessee fails to perform its obligations to maintain the Premises in accordance with the standards set forth in this Agreement, the City shall have the right, but not the obligation, to perform such work upon delivery of written notice to the Lessee, and the Lessee shall reimburse the City for all expenditures the City incurs in connection with such work together with interest thereon at the Default Rate specified in Article VIII. The City's election to undertake such obligation shall not operate as a waiver of any other right or remedy the City may have pursuant to this Agreement.

4.6 City Not Obligated to Perform Repairs. Notwithstanding any contrary provision herein, the City shall not be obligated to make any repairs, alterations, additions, Improvements or betterments to the Premises during the term of this Agreement nor shall the City be obligated to maintain or operate the Premises.

4.7 Compliance with Laws. Lessee, at its sole cost and expense, shall comply with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, California Civil Code Section 51, et seq. Lessee shall comply with all City ordinances and regulations relating to noise, business hours, pertaining to the use, operation, and management of the Premises. (All of the foregoing state, federal and local laws, regulations and ordinances are referred in this Lease as the "**Applicable Laws**.") The Lessee shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of law. The Lessee shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of law.

4.8 Lessee Right to Contest. The Lessee shall have the right to contest by appropriate proceedings, in the name of the Lessee, and without cost or expense to the City, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability against the Premises or Lessee's interest therein, and without subjecting the Lessee or the City to any liability, civil or criminal, for failure so to comply therewith, the Lessee may delay compliance therewith until the final determination of such proceeding. The Lessee shall indemnify, defend (with counsel approved by the City), protect and hold the City and its elected and appointed officers, officials, employees, agents, and representatives (collectively the "Indemnitees") harmless from and against all Claims arising in connection with any such contest brought by the Lessee. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

ARTICLE V
CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

5.1 Condition of the Premises.

5.1.1 AS-IS Condition. The Lessee will lease the Premises in its "AS IS" condition as such condition exists as of the Commencement Date, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, if any, that may be located on, under, or around the Premises, whether known or unknown, suspected or unsuspected, actual or potential.

5.1.2 No Representations. The Lessee acknowledges that except as expressly set forth herein, the City makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the Lessee's purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of the Lessee or the City hereunder. The Lessee shall rely solely on its own independent investigation and judgment as to all matters relating to the Premises The Lessee acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Lessee deemed necessary to determine the condition of the Premises, and has approved all such characteristics and conditions and shall lease the Property in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Lessee further acknowledges that the City has made available all data and information on the Premises available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

5.2 Lessee's Covenants. The Lessee hereby covenants and agrees that throughout the Term:

(a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and the Lessee shall not cause or permit the Property or any portion thereof to be in violation of any Hazardous Materials Laws.

(b) The Lessee shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall the Lessee permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used as part of a the Business provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, the Lessee shall immediately advise the City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Lessee or the Premises pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against the Lessee or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Premises; or (iv) Lessee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.,* or any regulation adopted in connection therewith, that may in any way affect the Premises pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**." The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by the Lessee.

(d) Without the City's prior written consent, which shall not be unreasonably withheld, the Lessee shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

(e) If the presence of any Hazardous Material on the Premises results in any contamination of the Property and/or Premises in violation of Hazardous Materials Laws, except to the extent such contamination is caused by the City, the Lessee shall promptly take all actions at its sole expense as are necessary to remediate the Property and/or Premises as required by law; provided that the City's approval of such actions shall first be obtained, which approval may be withheld in the City's reasonable discretion. All costs and expenses of any Remedial Work shall be paid by the Lessee, it being understood that the City shall incur no cost, expense or liability in connection with any Remedial Work. The City shall have the right, but no obligation, to join and participate in, as a party if it so elects at the City's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, "**Remedial Work**" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Property and/or Premises.

5.3 Release of Claims. The Lessee hereby waives, releases and discharges forever the Indemnitees from all present and future Claims the Lessee may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Premises; provided however, this release excludes and shall not apply to (i) any Hazardous Material that originates from any City- or City-owned property other than the Premises and which migrates onto the Premises after the Commencement Date, or (ii) any Hazardous Materials that are generated or caused by the Indemnitees' acts or omissions after the Commencement Date.

The Lessee is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

As such relates to this Section 5.3, the Lessee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

____
Lessee Initials

5.4 Environmental Indemnity. The Lessee shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of the Lessee, the Lessee's employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws, or (iii) the breach by the Lessee of any of its covenants contained in this Article V. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 5.4 shall survive the expiration or earlier termination of this Agreement.

5.5 Definitions.

5.5.1 Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.,* as the foregoing statutes and regulations now exist or may hereafter be amended.

5.5.2 Hazardous Materials Laws. As used herein "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 5.5.1, as any of the foregoing may be amended from time to time.

ARTICLE VI
INDEMNITY AND INSURANCE

6.1 Indemnity. The Lessee shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by the Lessee on the Premises, (iv) any breach or default by the Lessee in the performance of any covenant or agreement to be performed by the Lessee pursuant to the terms of this Agreement, (v) any negligence of the Lessee, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Premises, and (vii) the furnishing of labor or materials by the Lessee or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, the Lessee, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. If an insurer under insurance required to be maintained by the Lessee hereunder shall undertake to defend the City under a reservation of rights with respect to ultimate coverage and the City shall reasonably deem it necessary to retain independent counsel with respect to such matter, the Lessee shall pay the reasonable fees of such counsel. The obligations of the Lessee under this Article VI shall not apply to any Claim or other matter to the extent such arises as a result of the sole negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

6.2 Insurance Requirements. The Lessee shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the City as additional insured and/or loss payee:

a. Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the Lessee's use of the Property and the operation of a business thereon, with a policy limit of at least Two Million Dollars ($2,000,000) per occurrence.

b. Lessee shall maintain property insurance covering all risks of loss including flood (if required) for 100% of the replacement value of the Premises, the Fixtures and any Improvements, naming the City as loss payee as its interests may appear.

c. Workers' compensation insurance that complies with the statutory requirements of the state of California.

d. Automobile liability insurance for owned, hired and non-owned vehicles, with a combined single limit of at least One Million Dollars ($1,000,000).

If the Lessee undertakes the construction of any Improvements pursuant to Article III, the Lessee shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 6.2.

ARTICLE VII
DAMAGE AND DESTRUCTION

7.1 Damage or Destruction. In the event of any damage to or destruction of the Premises during the Term, the City shall elect by written notice delivered to Lessee within sixty (60) days following the date of the occurrence of the damage to either remove the

Premises or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Premises, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the City pursuant to this Agreement. If the City does not elect to restore the Premises and the City does not exercise its right to terminate this Agreement pursuant to Section 11.3 within 120 days following the date of the occurrence of the damage, then at the City's option this Agreement shall terminate upon delivery of written notice to the Lessee. If the City elects to restore the Premises, the City shall confer with the Lessee regarding the design and plans for such restoration of the Premises.

7.2 Notice Required. In the event of material damage to or destruction of the Premises, or any part thereof, the Lessee shall promptly give the City notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article VII, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars ($50,000).

ARTICLE VIII
AGENCY'S RIGHT TO PERFORM LESSEE'S COVENANTS

If the Lessee shall at any time fail to pay any charge payable by the Lessee to a third party as required by this Agreement, or to comply with the requirements set forth in Section 6.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Agreement, then the City, after thirty (30) days' written notice to the Lessee and without waiving or releasing the Lessee from any obligation of the Lessee hereunder, may (but shall not be required to): (i) pay such Imposition or other charge payable by the Lessee; (ii) pay for and maintain the insurance policies required pursuant to this Agreement, or (iii) make such other payment or perform such other act on the Lessee's part to be made or performed under this Agreement; and the City may enter upon the Premises for such purpose and take all such action thereon as may be reasonably necessary therefor.

All sums paid by the City and all costs and expenses incurred by the City in connection with any such payment or the performance of any such act (together with interest thereon at the Default Rate from the respective dates of the City's making of each such payment) shall constitute additional Rent payable by the Lessee under this Agreement and shall be paid by the Lessee to the City on demand. The "**Default Rate**" shall mean interest calculated at an annual rate equal to the lesser of twelve percent (12%) or the maximum rate of interest permitted by law.

ARTICLE IX
MORTGAGES

9.1 Non-Subordination of Fee. Nothing in this Agreement shall be construed as an agreement by the City to subordinate its fee interest in the Premises or its right to rent payments hereunder or any other right of the City herein. Except as expressly set forth in this Agreement, the Lessee shall not mortgage its interest in the Premises without the City's prior written approval. Notwithstanding anything to the contrary, the City shall have no obligation to encumber or otherwise subordinate its fee interest in the Premises or approve any mortgage of the Lessee's leasehold estate.

ARTICLE X
ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMENT

10.1 Restrictions on Transfer, Assignment and Encumbrance. The Lessee shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, without the City's prior written consent. No voluntary or involuntary assignee, sublessee, or successor in interest of the Lessee shall acquire any rights or powers under this Agreement absent such consent.

10.2 No Involuntary Transfers. Without limiting any other restrictions on transfer contained in this Agreement, no interest of the Lessee in this Agreement, the Premises or part thereof shall be assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the Lessee's assets for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

Any transfer described in this Section 10.2 shall constitute an Event of Default under this Agreement by the Lessee, and the City shall have the right to terminate this Agreement pursuant to Article XI as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of the Lessee.

10.3 Assumption Agreement and Release. No permitted Transfer shall be effective until any curable default hereunder shall have been cured and there shall have been delivered to the City an assumption agreement, executed by the transferor and the proposed transferee, whereby such transferee expressly assumes such obligations as arise and/or accrue at any time after such Transfer takes place; and whereby such transferee assumes liability for the obligations of this Agreement.

10.4 Sale by City. Nothing contained in this Agreement shall be deemed in any way to limit, restrict or otherwise affect the right of the City to sell, transfer, assign or convey all or any portion of the right, title and estate of the City in the Property or Premises and in this Agreement; provided, however, that in each such instance any such sale, transfer, assignment or conveyance shall be subject to this Agreement, and the Lessee's other rights arising out of this Agreement shall not be affected or disturbed in any way by any such sale, transfer, assignment or conveyance. At such time as the City shall sell, transfer, assign or convey the entire right, title and estate of the City in the Premises and in this Agreement, all obligations and liability on the part of the City arising under this Agreement after the effective date of such sale, transfer, assignment or conveyance shall terminate as to the City, and thereupon all such liabilities and obligations shall be binding upon the transferee.

10.5 Lessee Right of First Offer to Purchase. City hereby grants to Lessee a Right of First Offer to purchase the modular building located at 31 Marina Boulevard in its existing condition as of the Effective Date of this Lease and shall terminate upon expiration of this Lease. The City, in its sole discretion, may elect to sell or not sell the modular building located at 31 Marina Boulevard.

10.6 Nondisturbance. Provided that the Lessee is not in default under this Agreement, the Lessee's possession, use and enjoyment of the Premises shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of the City, or any exercise of any remedies under this Agreement.

ARTICLE XI
DEFAULT, REMEDIES AND TERMINATION

11.1 Event of Default. The Lessee shall be in default under this Agreement upon the occurrence of any of the following ("**Events of Default**"):

(a) Payment of Rent. The Lessee at any time is in default hereunder as to payment of Rent and such default continues for three (3) days. City is not required to provide written notice of Lessee's failure to pay Rent.

(b) Other Monetary Obligations. The Lessee at any time is in default hereunder as to any monetary obligation (including without limitation, the Additional Rent and the Lessee's obligation to pay taxes and assessments due on the Premises or part thereof, subject to the Lessee's rights to contest such charges pursuant to Section 2.3), and such default continues for thirty (30) days after the date upon which the City shall have given the Lessee a Notice of Default (as defined in Section 11.2.1);

(c) Insurance. The Lessee fails to obtain and maintain any insurance required pursuant to Section 6.2 of this Agreement, and the Lessee fails to cure such default within ten (10) days following receipt of Notice of Default;

(d) Abandonment. The Lessee abandons the Premises and ceases to use it for the purposes authorized hereby for a period of ninety (90) days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure.

(e) Transfer. A voluntary or involuntary Transfer of all or any portion of the Lessee's interest in this Agreement occurs in violation of the provisions of Article X;

(f) Non-Monetary Obligations. The Lessee defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 11.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the City shall have given written notice of the default to the Lessee; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if the Lessee commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

(g) Bankruptcy. The Lessee files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of the Lessee or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(h) Reorganization. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Lessee seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the first date of entry thereof, or any trustee receiver or liquidator of the Lessee or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of the Lessee and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Lessee;

(i) Attachment. A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of the Lessee in the Premises and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Lessee;

11.2 Notice and Opportunity to Cure.

11.2.1 Notice of Default. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the "**Notice of Default**"), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

11.2.2 Failure to Give Notice; No Waiver. Failure to give, or delay in giving, the Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. No failure or delay by either party in asserting any rights and remedies as to any breach shall operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

11.3 Remedies Upon Default.

11.3.1 City's Remedies. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the City hereunder and/or provided by law, the City shall have the right to terminate this Agreement and/or the Lessee's possessory rights hereunder, in accordance with Applicable Law to re-enter the Premises and take possession thereof and of the Fixtures and any Improvements, and except as otherwise provided herein, to remove all persons and property therefrom, and to store such property at the Lessee's risk and for the Lessee's account, and the Lessee shall have no further claim thereon or hereunder. The City's re-entry or taking of possession of the Premises shall not be construed as an election on the City's part to terminate this Agreement unless the City shall have given written notice of such intention to the Lessee. In no event shall this Agreement be treated as an asset of the Lessee after any final adjudication in bankruptcy except at the City's option so to treat the same but no trustee, receiver, or liquidator of the Lessee shall have any right to disaffirm this Agreement.

11.3.2 Remedies Upon Abandonment. If the Lessee should default under this Agreement and abandon the Premises, the City may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder. Additionally, the City shall be entitled to recover from the Lessee all costs of maintenance and preservation of the Premises, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and the City's interest under this Agreement.

11.3.3 City Right to Continue Lease. In the event of any default under this Agreement by the Lessee (and regardless of whether or not the Lessee has abandoned the Premises), this Agreement shall not terminate (except by an exercise of the City's right to terminate under Section 11.3.1) unless the City makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the Lessee's right to possession. For so long as this Agreement continues in effect, the City may enforce all of the City's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the Lessee's right to possession: (a) acts of maintenance or preservation or efforts to relet the Premises; or (b) the appointment of a receiver upon initiative of the City to protect the City's interest under this Agreement.

11.3.4 Right to Injunction; Specific Performance. In the event of a default by the Lessee under this Agreement, the City shall have the right to commence an action against the Lessee for damages, injunction and/or specific performance. The Lessee's failure, for any reason, to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Agreement.

11.3.5 Right to Receiver. Following the occurrence of an Event of Default, if the Lessee fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, the City, at its option, may have a receiver appointed to take possession of the Lessee's interest in the Premises with power in the receiver (a) to administer the Lessee's interest in the Premises, (b) to collect all funds available in connection with the operation of the Premises, and (c) to perform all other acts consistent with the Lessee's obligations under this Agreement, as the court deems proper.

11.4 Remedies Cumulative. No remedy specified in this Article XI shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

11.5 No Election of Remedies. The rights given in this Article XI to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Agreement, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the City upon the conditions and subject to the provisions in this Agreement to terminate the Lessee's right of possession because of any default in or breach of any of the covenants, provisions or conditions of this Agreement beyond the applicable cure period.

11.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the City under Article VI of this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the City to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof shall relieve the Lessee of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

ARTICLE XII
GENERAL PROVISIONS

12.1 Force Majeure; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Lessee and the City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

12.2 City's Right to Enter the Property. The City and its agents may enter the Premises from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of nonresponsibility and similar notices, and to discharge the Lessee's obligations hereunder when the Lessee has failed to do so within a reasonable time after written notice from the City.

12.3 Representations of City and Lessee.

12.3.1 The Lessee hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The Lessee has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the Lessee, enforceable against the Lessee in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the Lessee or any provision of any indenture, agreement or other instrument to which Lessee is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the Lessee.

12.3.2 Representation of the City. City hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The City has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the City or any provision of any indenture, agreement or other instrument to which the City is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the City.

12.4 Miscellaneous.

12.4.1 Holding Over/Month to Month. If Lessee is or remains in possession of the Premises after the expiration of termination of this Lease, the Lease shall continue on a month to month basis with the right of either party to terminate it upon 30 days written notice to the other, and the monthly Rent will be due and payable on the first day of the rollover term and each month thereafter until such time as this Lease is terminated or renewed under different rent terms.

12.4.2 Binding on Successors and Assigns. Each provision of this Lease to be performed by Lessee shall be deemed both a covenant and a condition. The terms, conditions, and covenants of this Lease shall be binding upon ad shall inure to the benefit of each of the Parties and their personal representatives, successors, and assigns.

12.4.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

City: City of Pittsburg
65 Civic Drive
Pittsburg, CA 94565
Attention: City Manager

Lessee: Pittsburg Power Company
65 Civic Avenue
Pittsburg, CA 94565
Attn: Executive Director

12.4.4 Captions; Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Lease. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

12.4.5 Successors and Assigns. Subject to the restrictions on transfer set forth in Article XII, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Lease to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

12.4.6 Short Form of Lease. A memorandum of lease shall be executed by the Parties and recorded in the Official Records of Contra Costa County upon the request of either Party.

12.4.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

12.4.8 Attorney's Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

12.4.9 Indemnity Includes Defense Costs. In any case where either Party is obligated under an express provision of this Lease, to indemnify and to save the other Party harmless from any damage or liability, the same shall be deemed to include defense of the indemnitee by the indemnitor, such defense to be through legal counsel reasonably acceptable to the indemnitee.

12.4.10 No Third-Party Beneficiaries; Disclaimer of Partnership, Lender/Borrower Relationship. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and lessee, and it is expressly understood and agreed that the City does not as a result of this Agreement in any way nor for any purpose become a partner of the Lessee or a joint venturer with the Lessee in the conduct of the Lessee's business or otherwise. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the City and the Lessee. It is further expressly understood and agreed that this Agreement is not intended to, and shall not be construed to create the relationship of lender and borrower, and the City does not, solely as a result of this Agreement, become a lender to the Lessee.

12.4.11 Entire Agreement. This Agreement, together with Exhibit A, which by this reference is hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

12.4.12 Waiver; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

12.4.13 Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof.

12.4.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

12.4.15 Action by the Parties. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City in its capacity as landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council unless the City Manager determines in his or her discretion that such matter requires consideration by the City Council.

12.4.16 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Lessee or its successors in interest in the event of any default or breach by the City or for any amount which may become due to the Lessee or the Lessee's permitted successors in interest pursuant to this Agreement.

12.4.17 Severability. The determination by a court of competent jurisdiction that a provision of this Lease is illegal or unenforceable shall not affect any other provision of this Lease.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the Effective Date.

LESSEE:
PITTSBURG POWER COMOPANY,
A Joint Powers Authority

By: ___________________________
Garrett Evans, Executive Director

LANDLORD:
CITY OF PITTSBURG,
a municipal corporation

By: ______________________________
Garrett Evans, City Manager

ATTEST:

____
Alice E. Evenson, City Clerk

APPROVED AS TO FORM

____
Donna Mooney, City Attorney

EXHIBIT A

Premises

Grant Deed to the City of Pittsburg
From the Riverview Fire Protection District
Firestation 85 (Formerly Pittsburg Station No.5)
2555 Harbor St., Pittsburg
Portion of A.P.N. 088-220-010

EXHIBIT "A"

Real property in the City of Pittsburg, County of Contra Costa, State of California, being a portion of Parcel Two as described in the deed to Riverview Fire Protection District of Contra Costa County, recorded August 12, 1977 in Book 8462 of Official Records at Page 713, Contra Costa County records, described as follows:

Fee Title:

All of Parcel Two as described in said deed (8462 OR 713).

Reservations Therefrom (Easements):

Reserving from Parcel Two an easement for the purpose of a communication tower site, described as follows:

Beginning at the southeasterly corner of said Parcel Two (8462 OR 713); thence from said Point of Beginning along the east line of said Parcel Two (8462 OR 713) north 0°00'00" east 81.50 feet; thence leaving said line south 90°00'00" west, 32.50 feet; thence south 0°00'00" west 81.50 feet to the south line of said Parcel Two (8462 OR 713); thence south 90°00'00" west, 32.50 feet to the Point of Beginning.

Containing an area of 2,649 square feet (0.06 AC) of land, more or less.

Also reserving an access easement for ingress and egress to the communication tower site over all of said Parcel Two.

EXHIBIT "B", a plat is attached hereto, and by this reference made a part hereof.

Bearings are based on Subdivision "Official Map of Camp Stoneman" (111 M 36).

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Licensed Land Surveyor

Date: 9-20-2011

G:\Surveys\Legals\Exhibits 2011\Firestation 85.docx
JLH:TL September 20, 2011

LICENSED LAND SURVEYOR
JANINE L. HAMPTON
No. LS 7634
Exp. 12-31-12
STATE OF CALIFORNIA

1 of 1

Firestation 85 Fee.docx

1940287.1

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the State of California Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program in the amount of $89,900

MEETING DATE: October 19, 2020

EXECUTIVE SUMMARY

The Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of Traffic Safety. The $89,900 grant will provide resources to fund various traffic enforcement and safety programs.

FISCAL IMPACT

The Police Department will receive a total reimbursement of $89,900 to cover overtime costs for supervisors, uniformed officers and civilian staff to conduct (4) driving under the influence (DUI) checkpoint operations, (9) DUI roving patrols, (3) distracted driving operations, (10) specialized traffic enforcement details, (3) pedestrian/bicycle safety operations, (1) motorcycle safety operation, and (2) traffic safety education presentations. Federal funds allocated under this agreement shall not exceed $89,900.

RECOMMENDATION

Staff recommends that the City Council approve the resolution to accept and appropriate funds from the State of California Office of Traffic Safety for the Selective Traffic Enforcement Program.

BACKGROUND

The goal of the Selective Traffic Enforcement Program (STEP) is to induce motorists to drive safely. To achieve this goal, the STEP model combines intensive enforcement of a specific traffic safety law with extensive communication, education, and outreach informing the public about the enforcement activity. First used in Canada, the evolution of STEP has brought high-visibility enforcement campaigns popularized by the National Highway Traffic Safety Administration's Click It or Ticket seat belt program.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The premise of the STEP model is that an individual's discomfort or fear of being stopped for a traffic safety violation outweighs the desire not to comply with the law. Like any good deterrence program designed to change motorists' behavior, STEP is conducted throughout the year to maintain positive behavior, public awareness, and law enforcement engagement.

The major organizational components of a STEP are project staffing and management, problem identification and goal setting, and program and evaluation design. Each of these three components are vital to the success of a STEP.

For Pittsburg, the goal of the STEP is to reduce the number of victims killed and injured in all automobile crashes. This includes alcohol related and all other primary collision factor incidents. The Police Department will conduct selective traffic operations, DUI roving patrols, and a motorcycle safety operation as well as provide additional training related to DUI enforcement during a twelve month grant period to meet this goal. These operations are very effective forms of enforcement and increase the perception of the risk of arrest if they are adequately publicized and highly visible to the public.

ATTACHMENTS: Resolution

Report Prepared By: Brian Addington, Chief

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Acceptance and Appropriation of State of California Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program	))))	RESOLUTION NO. 20-

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the Police Department has been awarded grant funds not to exceed $89,900 for the Selective Traffic Enforcement Program (STEP) allocated from the State of California Office of Traffic Safety; and,

WHEREAS, the grant funds are intended to pay the City's overtime costs for supervisors, uniformed officers and civilian staff to conduct selective traffic enforcement operations including; driving under the influence (DUI) checkpoints, DUI roving patrols, distracted driving operations, specialized traffic enforcement details, pedestrian/bicycle safety operations, motorcycle operation, and traffic safety presentations during the one year grant period; and,

WHEREAS, staff recommends that the City accept these funds and authorize the use for local law enforcement actions as proposed in the grant application and in this Resolution.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The City Council finds and determines that the above recitals are true and correct and are incorporated herein.

Section 2. The City is authorized to accept and take any and all other actions necessary to utilize the State of California Office of Traffic Safety Funds to pay costs associated with conducting the STEP activities in an effort to reduce the number of victims killed and injured in automobile crashes.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of October 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Acceptance and Appropriation of the State of California Office of Traffic Safety - State Traffic Safety Information System Improvement Grant Funds in the amount of $34,800

MEETING DATE: October 19, 2020

EXECUTIVE SUMMARY

The Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of Traffic Safety in the amount of $34,800.

FISCAL IMPACT

There is no impact to the City's General Fund. The Police Department is requesting appropriation of $34,800 to the Fiscal Year 2020-21 budget to be used for the system upgrade of the Police Department's Crossroads collision report writing system.

RECOMMENDATION

Staff recommends that the City Council approve the resolution authorizing appropriation of funds and authorizing the City Manager or his designee to act on the City's behalf relative to this grant including the establishment of necessary fiscal accounting.

BACKGROUND

State and local agencies need timely, accurate, complete, accessible, and uniform traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. The goal of the State Traffic Safety Information System Improvements grant is to provide traffic safety stakeholders with the ability to plan and initiate traffic records improvement projects such as the purchase and implementation of traffic crash reporting systems as well as electronic citation equipment and software.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Police Department has been awarded $34,800 from the State Office of Traffic Safety – Information System Improvements grant fund.

The Police Department will utilize the Office of Traffic Safety grant funds to upgrade the existing Crossroads collision report writing system. The Police Department currently employs an earlier version of the software that is antiquated. The software is used for the reporting and analysis of traffic collisions and citations. It can create valuable reports that show where accidents are occurring and common, primary collision factors. The data is utilized by the Police Department's Traffic Division as well as the City's Traffic Engineering Department.

The system upgrade will allow for electronic uploading of all accident reports to the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS). The SWITRS was implemented in 1972 to establish uniformity in the collection, reporting, and retrieval of traffic collision data. California Vehicle Code Section 20008 requires that all law enforcement agencies forward to the California Highway Patrol by the 5th of each month, a copy of every traffic collision report involving injury or death. Property Damage Only (PDO) reports are not required to be submitted, but encouraged. Currently the process of submitting these reports is done manually by the Police Department Records Division. The data is delivered by mailing hard copies of collision reports on a weekly basis to the SWITRS where the data is captured and manually entered. In 2019 alone approximately 812 traffic collision reports were processed. This method of delivering data is labor intensive and time consuming for both the Police Department and the California Highway Patrol.

Crossroads Software, Inc. will provide ongoing maintenance and support for the Crossroads Collision Database System including updates to the most current versions as they become available. The electronic upload feature provided in the Crossroads system upgrade will benefit the citizens and insurance companies by providing important collision reports in a timely manner and allow for the quick access of important data by CHP.

The Police Department requests City Council authorization to accept and appropriate the grant funds.

ATTACHMENTS: Resolution

Report Prepared By: Brian Addington, Chief

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Acceptance and Appropriation of State of California Office of Traffic Safety Information System Improvement Grant Funds	)))	RESOLUTION NO. 20-

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the Police Department has been awarded grant funds not to exceed $34,800 from the Traffic Safety Information System Improvement Fund from the State of California Office of Traffic Safety; and

WHEREAS, the grant funds are intended to pay for the software upgrade to the Department's existing Crossroads Collision Report Writing System; and

WHEREAS, staff recommends that the City accept these funds and authorize the use for local law enforcement actions as proposed in the grant application and in this Resolution.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The City Council finds and determines that the above recitals are true and correct and are incorporated herein.

Section 2. The Police Department is authorized to accept and utilize the State of California Office of Traffic Safety Funds to pay costs associated with upgrading the Crossroads Collision Report Writing System.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of October 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Final Map, Subdivision Improvement Agreement, and Improvement Plans for Subdivision 9497 Vista Del Mar II

MEETING DATE: October 19, 2020

EXECUTIVE SUMMARY

The Final Map, Improvement Plans, and Subdivision Improvement Agreement for Subdivision 9497 Vista Del Mar II are ready for approval. This Resolution will authorize the City Manager to execute the Subdivision Improvement Agreement and approve the Final Map and Improvement Plans for the Subdivision.

FISCAL IMPACT

Costs for plan review and processing of the project plans are recovered through typical revenues collected for major subdivision projects to the General Fund. (Fund 110).

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to execute the Subdivision Improvement Agreement for Subdivision 9497 and approve the Final Map and Improvement Plans.

BACKGROUND

On October 18, 2004, the City Council adopted Resolution 04-10168 certifying that the final Environmental Impact Report (EIR) for the Vista Del Mar project was prepared in accordance with California Environmental Quality Act (CEQA) guidelines.

On November 29, 2004, the City Council approved Resolution 04-10197 approving CEQA findings, and adopting a statement of overriding considerations and a Mitigation and Monitoring and Reporting Program (MMRP) for the Vista Del Mar project.

On January 20, 2009, the City Council adopted Ordinance 08-1312 approving the Alves Ranch Master Plan and EIR addendum.

On July 15, 2019, the City Council adopted Ordinance 19-1470 approving a zoning map amendment and the fourth amendment to the Development Agreement for the Alves Ranch Project.

On October 31, 2019, the Fourth Amendment to the Development Agreement relating to the changes in the zoning classification from Commercial Office to Community Commercial and modify the number of affordable housing units to be constructed was executed.

Subdivision 9497 is the second phase of this development and consists of 156 single family homes. The project is located on the north side of West Leland Road, immediately north of the existing Vista Del Mar residential development.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Final Map and Improvement and Grading Plans for Subdivision 9497 Vista Del Mar II are in substantial conformance with the approved Vesting Tentative Map, subdivision regulations, and construction standards.

The Developer shall fully comply with the Development Agreement dated January 5, 2005 and subsequent amendments, including payment of fees referenced therein. The City and the Developer will enter into a Subdivision Improvement Agreement guaranteeing satisfactory completion by the Developer of all improvements related to Subdivision 9497 Vista Del Mar II.

Approval of the Final Map, Improvement Plans, and Subdivision Improvement Agreement is statutorily exempt from environmental review under Article 18, Section 15268 “Ministerial Projects”, of the Guidelines for the Implementation of the California Environmental Quality Act.

ATTACHMENTS: Resolution
Subdivision Improvement Agreement for Sub 9497
Site Plan

Report Prepared By: Jolan Longway
Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving the Final Map	)	
Subdivision Improvement Agreement	)	RESOLUTION NO. 20-
And Improvement Plans for	)	
Subdivision 9497, Vista Del Mar II	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, on October 18, 2004, the City Council adopted Resolution 04-10168 certifying that the final Environmental Impact Report (EIR) for the Vista Del Mar project was prepared in accordance with California Environmental Quality Act (CEQA) guidelines; and

WHEREAS, on November 29, 2004, the City Council approved Resolution 04-10197 approving CEQA findings, adopting a statement of overriding considerations, and a Mitigation and Monitoring and Reporting Program (MMRP) for the Vista Del Mar project; and

WHEREAS, on January 20, 2009, the City Council adopted Ordinance 08-1312 approving the Alves Ranch Master Plan and EIR addendum; and

WHEREAS, on July 15, 2019, the City Council adopted Ordinance 19-1470 approving a zoning amendment and authorizing a Fourth Amendment to the Development Agreement; and

WHEREAS, on October 31, 2019, the Fourth Amendment to the Development Agreement was executed relating to the changes in the zoning classification from Commercial Office to Community Commercial and modify the number of affordable housing units to be constructed; and

WHEREAS, the Vista Del Mar II subdivision is the second phase of the original Alves Ranch project to be constructed and consists of 156 single family homes; and

WHEREAS, the project is located on the north side of West Leland Road, immediately north of the existing Vista Del Mar residential development; and

WHEREAS, the City Engineer certifies that the Final Map and Improvement Plans for Subdivision 9497, Vista Del Mar II are in substantial conformance with the approved Vesting Tentative Map; and

WHEREAS, the City and Alves Ranch, LLC (Developer) will enter into a Subdivision Improvement Agreement (the “Improvement Agreement”) guaranteeing satisfactory completion by the Developer of all improvements related to Subdivision 9497, Vista Del Mar II; and

WHEREAS, Developer shall fully comply with the Development Agreement dated January 5, 2005 and subsequent amendments, including payment of fees referenced therein; and

WHEREAS, Developer will pay all other required fees and provide all necessary bond requirements as outlined in the Subdivision Improvement Agreement.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the Final Map, and Improvement Plans and authorizes the City Manager to execute the Subdivision Improvement Agreement and authorizes and directs the City Engineer and Secretary of the Planning Commission to execute their respective statements on the Final Map.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of October 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

Recorded At The Request Of:
CITY OF PITTSBURG

Return Recorded Copy To:

CITY OF PITTSBURG
ENGINEERING RECORDS
65 CIVIC AVENUE
PITTSBURG, CA 94565-1518

SUBDIVISION IMPROVEMENT AGREEMENT
Subdivision 9497 Vista Del Mar II

THIS AGREEMENT is made and entered into on ____________, 2020 by and between ________________________ a California corporation herein collectively referred to as "Developer" and the City of Pittsburg, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, Developer will construct certain public and private improvements in connection with Subdivision 9497 Alves Ranch for which Improvement Plans have been approved and are on file in the office of the City Engineer. Said improvements include, but are not limited to, those shown and described on the approved Improvement Plans for said subdivision.

NOW, THEREFORE, DEVELOPER AGREES TO:

1. Comply with and/or satisfy all conditions of approval as imposed by the City Council and/or its Commissions.

2. Construct all infrastructure improvements as indicated in the approved Improvement Plans and Grading Plans in compliance with the City's Standard Specifications and the City's Standard Details.

3. All subdivision improvements shall be completed within thirty six (36) months from the date of approval of the Final Map by the City Council.

4. Incorporate all reasonable modifications to the approved plans during construction as directed by the City Engineer, when required by field conditions and/or public safety.

5. Obtain written approval from the City Engineer prior to performance of any construction not in compliance with the approved plans and specifications.

6. Conform to all applicable provisions of state and federal law and the Pittsburg Municipal Code.

7. Comply with all of the Contra Costa Fire Protection District's requirements including, but not limited to fire flow, residual pressure, hydrant locations, and accessibility.

Pay the following fees and deposits to the City, prior to the execution of this Agreement:

8. A Major Subdivision Map Processing Fee of Five Thousand Dollars ($ 5,000)

9. An Improvement Plan review fee of Two Hundred Thirty-Six Thousand, Three Hundred Thirty Dollars ($236,330)

9. An Improvement Inspection Fee in the amount of Two Hundred Seventy-Five Thousand, Eighty-Nine Dollars ($275,089)

10. A Grading Plan Review Fee of Twelve Thousand, Five Hundred Ninety Dollars ($12,590)

11. A Grading Inspection Fee in the amount of Eighteen Thousand, Five Hundred and Five Dollars ($18,505)

12. A Sanitary Sewer Closed Circuit Television Inspection Deposit in the amount of Six Thousand, Six Hundred Twenty-Five Dollars ($6,625)

13. A Geographical Information System Fee (G.I.S.) in the amount Seventeen Thousand, One Hundred Sixty Dollars ($17,160)

14. The developer shall pay an NPDES Plan Review fee of Four Thousand Six Hundred Twenty-Six Dollars ($4,626)

15. The developer shall pay an NPDES inspection deposit of Thirty Thousand Dollars($30,000)

The Developer shall pay the following fees prior to issuance of Building Permits:

16. The developer shall pay the Park In Lieu Fee equivalent to providing 5 acres of park area per one thousand persons residing within the new development and shall be based on the fair market value of developed parkland, or as established with separate agreement as approved by the City Engineer.

17. The developer shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Department, for water and sewer service in the amounts in effect when the applicant obtains a Building Permit. The applicant understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Department prior to the issuance of a Building Permit.

18. The developer shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect when the applicant obtains a building permit. The applicant understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City.

19. The developer shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the applicant obtains a building permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area, between September 1 and September 1 of the preceding two calendar years.

20. Provide certificates on a form approved by the City for the following insurance coverage:

    a. Workers' Compensation Insurance, and

    b. Liability insurance in the amount of One Million Dollars and No Cents ($1,000,000.00) Personal Injury, and Five Hundred Thousand Dollars and No Cents ($500,000.00) Property Damage.

    Said insurance coverage shall be maintained in full force and effect throughout the life of this Agreement and all policies shall provide for at least thirty (30) days prior notice to City before cancellation. Should said coverage(s) lapse at any time, City shall have the right to:

a. Procure said insurance(s) on behalf of the Developer and Developer shall reimburse City for any and all costs incurred thereof; or

b. Order all subdivision construction stopped until new certificate(s) of coverage are provided and deemed satisfactory to the City.

21. Defend, indemnify and hold harmless the City, its officers and employees from any and all actions or causes of action filed by any person or persons claiming damage as a result of this approval or the public improvement work required hereunder and to pay any and all reasonable attorney's fees incurred by the City as a result of any legal action which may arise in connection therewith.

22. Provide a surety in the amount of Five Million, Two Hundred Fifty-One Thousand, Seven Hundred-Seventy Dollars ($5,251,770). The surety shall be in accordance with the State Subdivision Map Act, and as approved by the City Engineer.

23. Prior to acceptance of the subdivision as complete by the City Council, the Developer shall provide a Warranty Bond in the amount of Five Hundred Twenty Five Thousand, One Hundred Seventy-Seven Dollars ($525,177). This warranty bond shall be released only upon correction of any defects or failures, including cause of failure or defect, to the subdivision improvements to the satisfaction of the City Engineer.

24. Warranty all improvements installed pursuant to this Agreement for twelve (12) months after the City Council's acceptance date for the public improvements as complete.

IT IS MUTUALLY STIPULATED AND AGREED THAT:

1. The public improvements installed in connection with this Agreement shall not be considered accepted as complete until the City Council adopts a resolution accepting said improvements as being in compliance with the approved plans and specifications and any approved modifications thereto.

Public improvements are those specifically defined as being located within public or proposed public roadways or easements and accepted by City Council resolution. Other improvements shall be constructed in accordance with the City's Standard Specifications and Standard Details and shall be appropriately inspected by the City, but will not be maintained by the City.

Adoption of said resolution, periodic and/or progress inspections, acceptance of any portion of said work, or approvals of any other nature shall not bind the City to accept any modification made to the approved plans without the City Engineer's approval.

2. Time is of the essence in this Agreement and the obligations undertaken herein shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date first written above.

CITY OF PITTSBURG

____
Garrett Evans, City Manager

Developer

____
title: Jennifer Beamer, VP

Developer

____
Title:

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
Alice E. Evenson, City Clerk

Developer(s) must attach Notary Statement(s)

SITE PLAN

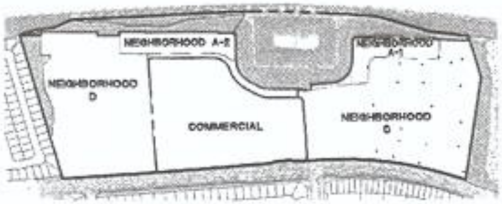
PHASE 2 - NEIGHBORHOODS A-2 & D

SUBDIVISION 9497 – VISTA DEL MAR II

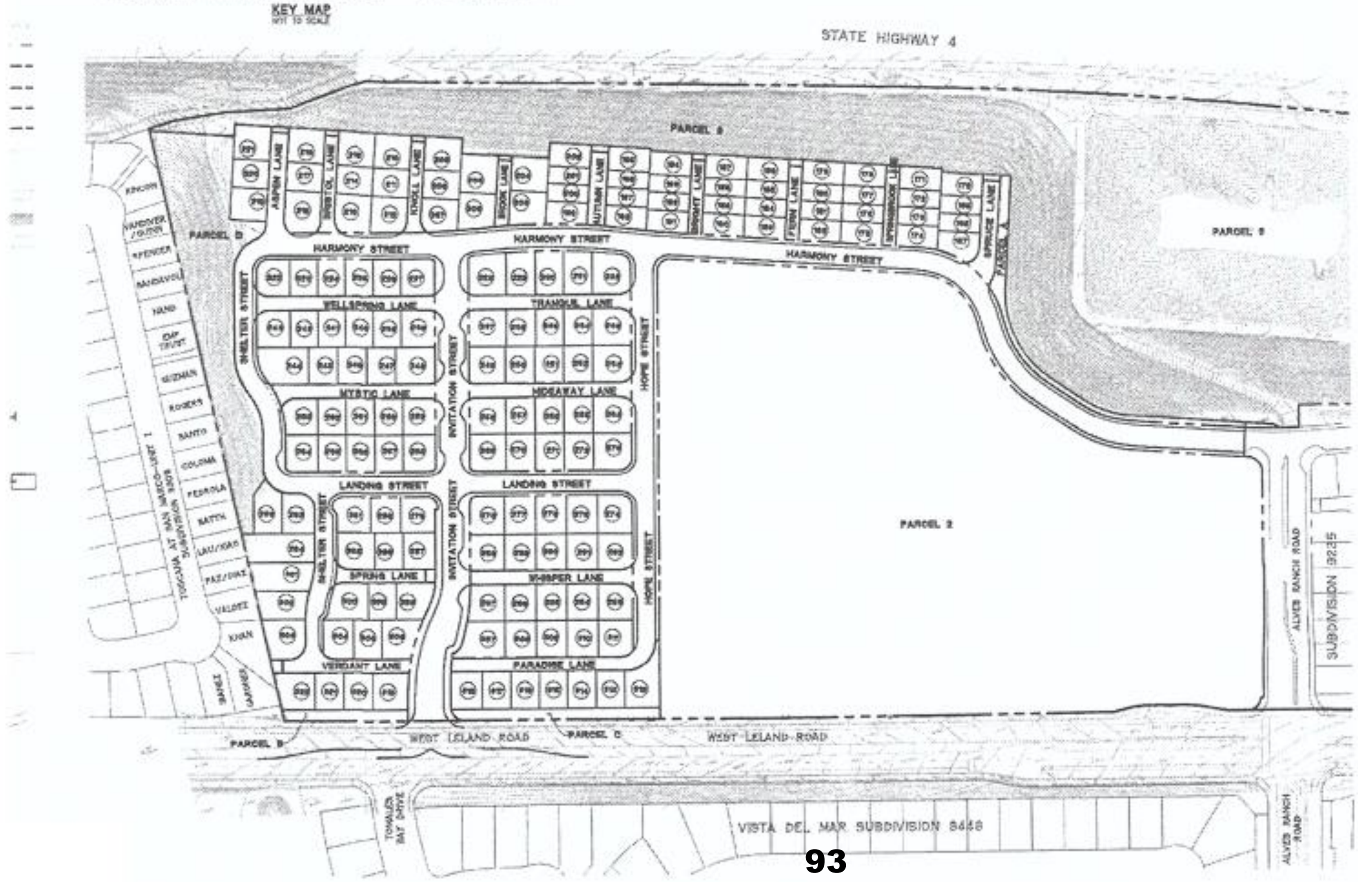
CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA

FOR: WILLIAM LYON HOMES

WDID #2 07C388430



KEY MAP



LOCATION MAP

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Final Map, Subdivision Improvement Agreement, and Improvement Plans for Subdivision 8654 Tuscany Meadows Unit 1

MEETING DATE: October 19, 2020

EXECUTIVE SUMMARY

The Final Map, Improvement Plans, and Subdivision Improvement Agreement for Subdivision 8654 Tuscany Meadows Unit 1 are ready for approval. This Resolution will authorize the City Manager to execute the Subdivision Improvement Agreement and approve the Final Map and Improvement Plans for the Subdivision.

FISCAL IMPACT

Costs for plan review and processing of the project plans are recovered through typical revenues collected for major subdivision projects to the General Fund. (Fund 110).

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to execute the Subdivision Improvement Agreement for Subdivision 8654 and approving the Final Map and Improvement Plans.

BACKGROUND

On February 9, 2016, the Planning Commission adopted Resolution No. 10015 approving the Vesting Tentative Map (Subdivision 8654) to subdivide a 170-acre undeveloped parcel for 917 single family homes and 365 multi-family apartments.

On March 16, 2016 the City Council adopted Resolution 16-13159 approving CEQA findings, Adopting a Statement of Overriding Considerations, Adopting a Mitigation Monitoring and Reporting Program, and initiating Contra Costa Local Agency Formation Commission ("LAFCO") proceedings to amend the sphere of influence and annex property into the City, Contra Costa Water District ("CCWD"), and Delta Diablo Sanitation ("DDS").

On December 13, 2017 the Contra Costa Local Agency Formation Commission adopted Resolution No.17-08, approving the Tuscany Meadows Reorganization: Annexations to the Cities of Pittsburg and Antioch, and Contra Costa Water District and Delta Diablo (Zones 2 & 3), and detachment from County Service Area P-6.

On February 5, 2018, a Development Agreement between the City and Seecon Built Homes, Inc. was executed for the Tuscany Meadows Property.

Subdivision 8654 is the first phase of this development and consists of 95 single family homes and is located south of Buchanan Road, east of the Highlands Ranch Subdivision.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Final Map and Improvement and Grading Plans for Subdivision 8654 Tuscany Meadows Unit 1 are in substantial conformance with the approved Vesting Tentative Map, subdivision regulations, and construction standards.

The Developer shall fully comply with the Development Agreement dated February 5, 2018, including payment of fees referenced therein. The City and the Developer will enter into a Subdivision Improvement Agreement guaranteeing satisfactory completion by the Developer of all improvements related to Subdivision 8654 Tuscany Meadows Unit 1.

Approval of the Final Map, Improvement Plans, and Subdivision Improvement Agreement is statutorily exempt from environmental review under Article 18, Section 15268 “Ministerial Projects”, of the Guidelines for the Implementation of the California Environmental Quality Act.

ATTACHMENTS: Resolution
Subdivision Improvement Agreement for Sub 8654
Site Plan

Report Prepared By: Jolan Longway
Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving the Final Map Subdivision Improvement Agreement And Improvement Plans for Sub. 8654, Tuscany Meadows Unit 1	))))	RESOLUTION NO. 20-

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, on February 9, 2016, the Planning Commission adopted Resolution No. 10015 approving the Vesting Tentative Map (Subdivision 8654) to subdivide a 170-acre undeveloped parcel for 917 single family homes and 365 multi-family apartments; and

WHEREAS, on March 16, 2016 the City Council adopted Resolution 16-13159 approving CEQA findings, Adopting a Statement of Overriding Considerations, Adopting a Mitigation Monitoring and Reporting Program, and initiating Contra Costa County Local Agency Formation ("LAFCO") proceedings to amend the sphere of influence and annex property into the City, Contra Costa water District ("CCWD"), and Delta Diablo Sanitation ("DDS"); and

WHEREAS, on December 13, 2017 the Contra Costa Local Agency Formation Commission adopted Resolution No.17-08, approving the Tuscany Meadows Reorganization: Annexations to the Cities of Pittsburg and Antioch, and Contra Costa Water District and Delta Diablo (Zones 2 & 3), and detachment from County Service Area P-6; and

WHEREAS, on February 5, 2018, a Development Agreement between the City of Pittsburg and Seecon Built Homes, Inc. was executed for the Tuscany Meadows Property; and

WHEREAS, Subdivision 8654 is the first phase of this development and consists of 95 single family homes and is located south of Buchanan Road, east of the Highlands Ranch Subdivision; and

WHEREAS, the City Engineer certifies that the Final Map and Improvement Plans for Subdivision 8654 Tuscany Meadows Unit 1 are in substantial conformance with the approved Vesting Tentative Map; and

WHEREAS, the City and Seecon Built Homes, Inc. (Developer) will enter into a Subdivision Improvement Agreement (the "Improvement Agreement") guaranteeing satisfactory completion by the Developer of all improvements related to Subdivision 8654 Tuscany Meadows Unit 1; and

WHEREAS, Developer shall fully comply with the Development Agreement dated February 5, 2018, including payment of fees referenced therein; and

WHEREAS, Developer will pay all other required fees and provide all necessary bond requirements as outlined in the Subdivision Improvement Agreement.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the Final Map, and Improvement Plans and authorizes the City Manager to execute the Subdivision Improvement Agreement and authorizes and directs the City Engineer and Secretary of the Planning Commission to execute their respective statements on the Final Map.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of October 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

Recorded At The Request Of:
CITY OF PITTSBURG

Return Recorded Copy To:

CITY OF PITTSBURG
ENGINEERING RECORDS
65 CIVIC AVENUE
PITTSBURG, CA 94565-1518

SUBDIVISION IMPROVEMENT AGREEMENT
Subdivision 8654
Tuscany Meadows Unit 1

THIS AGREEMENT is made and entered into on _____________, 2020 by and between Seecon Built Homes, a California corporation (hereinafter referred to as "Developer") and the City of Pittsburg, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, Developer will construct certain public and private improvements in connection with Subdivision 8654 for which Improvement Plans have been approved and are on file in the office of the City Engineer. Said improvements include, but are not limited to, those shown and described on the approved Improvement Plans for said subdivision.

NOW, THEREFORE, DEVELOPER AGREES TO:

1. Comply with and/or satisfy all conditions of approval as imposed by the City Council and/or its Commissions.

2. Construct all infrastructure improvements as indicated in the approved Improvement Plans and Grading Plans in compliance with the City's Standard Specifications and the City's Standard Details.

3. All subdivision improvements shall be completed within thirty six (36) months from the date of approval of the Final Map by the City Council.

4. Incorporate all reasonable modifications to the approved plans during construction as directed by the City Engineer, when required by field conditions and/or public safety.

5. Obtain written approval from the City Engineer prior to performance of any construction not in compliance with the approved plans and specifications.

6. Conform to all applicable provisions of state and federal law and the Pittsburg Municipal Code.

7. Comply with all of the Contra Costa Fire Protection District's requirements including, but not limited to fire flow, residual pressure, hydrant locations, and accessibility.

Pay the following fees and deposits to the City, prior to the execution of this Agreement:

8. A Major Subdivision Map Processing Fee in the amount of Four Thousand Five Hundred Dollars ($4,500).

9. An Improvement Plan Review Fee of One Hundred Eight Thousand, One Hundred Sixty-Seven Dollars ($108,167). A partial payment of Fifty-Four Thousand Eighty-Four Dollars ($54,084) was made to the Engineering Department. A balance of Fifty-Four Thousand, Eighty-Three Dollars ($54,083) is due at the time of permit issuance.

10. An Improvement Inspection Fee in the amount of One Hundred Thirty- Two Thousand, Six Hundred Eighty-Five Dollars ($132,685)

11. A Grading Plan Review Fee in the amount of Six Thousand, Seven Hundred Forty-Eight Dollars ($6,748)

12. A Grading Inspection Fee in the amount of Eight Thousand, Ninety-Eight Dollars ($8,098)

13. A Sanitary Sewer Inspection Deposit in the amount of Six Thousand Two Hundred Fifty-Six Dollars ($6,256)

14. A Geographical Information System Fee (G.I.S.) in the amount of Ten Thousand, Four Hundred Fifty Dollars ($10,450)

15. An NPDES Plan Review fee of Four Thousand Seven Hundred and Two Dollars ($4,702)

16. An NPDES inspection deposit of Thirty Thousand Dollars ($30,000)

The Developer shall pay the following fees prior to the issuance of Building Permits:

17. The developer shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Department,

for water and sewer service in the amounts in effect when the applicant obtains a Building Permit. The applicant understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Department prior to the issuance of a Building Permit.

18. The Developer will fulfill their Local Transportation Mitigation Fee (the "LTMF") requirements in accordance with the Development Agreement for City Local Traffic Mitigation Fee effective June 29, 2018, as approved by City Council with the adoption of Ordinance 18-1450. These fees shall be paid to the Engineering Department at the rate in place at the time of building permit issuance.

19. Pay the Regional Transportation Mitigation Fee (the "RTMF"), prior to the issuance of a building permit by the City's Building Division. The Developer shall fully comply with the Memorandum of Understanding dated June 29, 2010, as amended and approved by City Council with the adoption of Resolution 13-11963 including payment of the fees referenced therein.

20. Provide certificates on a form approved by the City for the following insurance coverage:

    a. Workers' Compensation Insurance, and

    b. Liability insurance in the amount of One Million Dollars and No Cents ($1,000,000.00) Personal Injury, and Five Hundred Thousand Dollars and No Cents ($500,000.00) Property Damage.

    Said insurance coverage shall be maintained in full force and effect throughout the life of this Agreement and all policies shall provide for at least thirty (30) days prior notice to City before cancellation. Should said coverage(s) lapse at any time, City shall have the right to:

    a. Procure said insurance(s) on behalf of the Developer and Developer shall reimburse City for any and all costs incurred thereof; or

    b. Order all subdivision construction stopped until new certificate(s) of coverage are provided and deemed satisfactory to the City.

19. Defend, indemnify and hold harmless the City, its officers and employees from any and all actions or causes of action filed by any person or persons claiming damage as a result of this approval or the public improvement work required hereunder and to pay any and all reasonable attorney's fees incurred by the City as a result of any legal action which may arise in connection therewith.

20. Provide a surety in the amount of Two Million, Four Hundred Three Thousand, Seven Hundred Four Dollars ($2,403,704). The surety shall be in accordance with the State Subdivision Map Act, and as approved by the City Engineer.

21. Prior to acceptance of the subdivision as complete by the City Council, the Developer shall submit a copy of the recorded Final Map and record drawings for grading and subdivision improvements

22. Prior to acceptance of the subdivision as complete by the City Council, the Developer shall provide a Warranty Bond in the amount of Two Hundred Forty Thousand, Three Hundred Seventy Dollars ($240,370). This warranty bond shall be released only upon correction of any defects or failures, including cause of failure or defect, to the subdivision improvements to the satisfaction of the City Engineer.

23. Warranty all improvements installed pursuant to this Agreement for twelve (12) months after the City Council's acceptance date for the public improvements as complete.

IT IS MUTUALLY STIPULATED AND AGREED THAT:

1. The public improvements installed in connection with this Agreement shall not be considered accepted as complete until the City Council adopts a resolution accepting said improvements as being in compliance with the approved plans and specifications and any approved modifications thereto.

   Public improvements are those specifically defined as being located within public or proposed public roadways or easements and accepted by City Council resolution. Other improvements shall be constructed in accordance with the City's Standard Specifications and Standard Details and shall be appropriately inspected by the City, but will not be maintained by the City.

   Adoption of said resolution, periodic and/or progress inspections, acceptance of any portion of said work, or approvals of any other nature shall not bind the City to accept any modification made to the approved plans without the City Engineer's approval.

2. Time is of the essence in this Agreement and the obligations undertaken herein shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date first written above.

CITY OF PITTSBURG	DEVELOPER
______________________________	______________________________
Garrett Evans, City Manager	Louis Parsons, Authorized Agent

____

Alice E. Evenson, City Clerk

APPROVED AS TO FORM:

____

City Attorney

Developer must attach Notary Statement

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)
) **ss.**
COUNTY OF CONTRA COSTA)

On October 5, 2020, before me, R. VALENZUELA, a Notary Public, personally appeared **LOUIS PARSONS**, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) 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/the~~ir signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

R. VALENZUELA
Notary Public - California
Contra Costa County
Commission # 2148711
My Comm. Expires May 7, 2020

The notary commission extended pursuant to Executive Order N-63-20

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.

R. Valenzuela
SIGNATURE OF NOTARY

*** ***OPTIONAL*** **

Title or Type of Document:________________________________

Signer(s) are Representing:________________________________

Document Date:________________________________

SITE PLAN

"TUSCANY MEADOWS - UNIT 1"

SUBDIVISION 8654

CITY OF PITTSBURG
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

KEY MAP

VICINITY MAP

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Consideration of a City Council Request for a Future Agenda Item Related to Constituent Management Software Solutions and By Minute Order Establishing an Ad Hoc Committee on Software Solutions and Appointing Two Committee Members

MEETING DATE: October 19, 2020

EXECUTIVE SUMMARY

At the October 5, 2020 City Council meeting, Councilmember Banales requested a future agenda item related to implementation of a constituent management software solution to help the City Council track the type of and progress on constituent requests. As part of this item, the City Council will consider establishing an ad hoc committee to discuss goals of potential software solutions and directing staff to conduct additional research on possible systems, implementation, and pricing.

FISCAL IMPACT

Staff anticipates costs related to researching and presenting software options to the ad hoc committee and City Council, as needed, will be 10-20 hours. Staff from the City Manager's and City Clerk/Records and Council Services' offices will be impacted. There may be a potential cost related to software procurement, which is unknown at this time.

RECOMMENDATION

By Minute order, establish an Ad Hoc Committee on Software Solutions and appoint two committee members, and direct staff to conduct additional research on possible systems.

BACKGROUND

Pursuant to the City Council Handbook, if an individual Councilmember wishes to have an agenda item placed on a future agenda, a Councilmember may make a request under the Requests for Future Agenda Items section of the agenda. At the next regularly scheduled City Council meeting, the requested item will be listed on the agenda under "Request for Future Agenda Items."

The item will identify the Councilmember making the request and briefly describe the nature of the request. Staff will not spend time on the requested item except to provide assistance to the Councilmember to frame the issue so that the City Council and public clearly understand the request. Should the issue be an item that staff has already researched, or is in the process of researching, an informational report may accompany the request on the agenda. Additionally, if the City Manager feels there is information that should be shared in order to productively evaluate next steps, brief information regarding the request may be included on the subsequent agenda.

When the item is called, the Councilmember making the request will describe the request and the Council may have a brief discussion of the requested item. Upon concurrence by the majority of the membership of the City Council present that staff time and City resources be spent on an item, it shall be scheduled for a future meeting. The City Manager may make a recommendation on the potential future meeting date for a requested item to be brought before the City Council in consideration of the scope of work related to the requested item, cost, availability of staff, future agenda schedule(s), and/or other reasons. City Council discussion will be limited to whether staff time and City resources should be spent on the item. The City Council will take no other action on the item itself. City Council concurrence that staff time or City resources be spent on an item does not signify approval of the item, just that the City Council wishes to have it studied further and the Council may, at any time, decide not to pursue the item further.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

During the October 5, 2020 meeting, Councilmember Banales brought this item forward and made a motion to further discuss a constituent management system, which was seconded by Councilmember White and carried unanimously. However, this item is being brought back to establish an ad hoc committee as mentioned by Councilmember Banales, and to appoint the committee members.

In accordance with the City of Pittsburg “Policies and Procedures for the City Council” adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual councilmembers to standing and ad hoc committees.

The proposed ad hoc committee will help staff identify goals for the constituent management system, review potential procurement processes, and provide feedback on possible software.

ATTACHMENTS:

None

Report Prepared By: Jordan Davis, Assistant to the City Manager