



CITY OF PITTSBURG AGENDA

October 02, 2017

**CITY HALL COUNCIL CHAMBERS
65 CIVIC AVENUE, PITTSBURG, CA**

**CLOSED SESSION
6:00 P.M.**

**REGULAR MEETINGS
7:00 P.M.**

**CITY COUNCIL
PITTSBURG POWER COMPANY
SUCCESSOR AGENCY**

PRESIDING

**Marilyn “Merl” Craft, Mayor/Chair
Dwayne “Pete” Longmire, Vice-Mayor/Chair
Sal Evola, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member
Jelani Killings, Council Member/Board Member**

**FOR HOUSING AUTHORITY:
Michelle King, 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.

NOTICE TO PUBLIC (Attached)

COUNCIL COMMITTEES LIST (Attached)

COMMISSIONS/COMMITTEES MEETING SCHEDULE (Attached)

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.
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6:00 P.M.

CONVENE IN CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

Property: 610-690 Railroad Avenue (085-390-077); Successor Agency Negotiators: Joe Sbranti and Maria Aliotti; Negotiating Parties: Tu Nguyen (represented by Wolfgang Croskey); Under negotiation: both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION FOR THE CITY OF PITTSBURG (Paragraph (1) of subdivision (d) of Section 54956.9):

Genon Energy, Inc. Chapter 11, US Bankruptcy Court for the Southern District of Texas, Houston Division, Case No. 17-33695(DRJ)

Wade Derby v. City of Pittsburg, et al; United States District Court, Northern District of California, Case No. 3:16-cv-05469-SI

Michael Sibbitt, Jr. v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04377-SK

Elisabeth Anne Terwilliger v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04373-MEJ

3. CONFERENCE WITH LEGAL COUNSEL – ANITICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

One (1) case

4. CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6):

Agency designated representatives: Joe Sbranti, Garrett Evans; Employee organizations: Police Managers' Group (PMG)

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Student Delegation Report on Shimonoseki Sister City Trip

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)

CITIZENS REMARKS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar 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. 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. (No Action Required)

CITY COUNCIL MEETING

CONSIDERATION

5. Adoption of City Council Resolution Approving the Fifth Amendment to a Consultant Agreement for Environmental Consulting Services Related to the Dow Modernization Project

On December 14, 2015, the City entered into a contract with Brezack and Associates Planning ("Consultant") for environmental consulting services related to the Dow Modernization Project. In order to continue the Environmental Impact Report (EIR) process and prepare the necessary Final EIR for the Dow Pittsburg Modernization Project, the Consultant has submitted a fifth additional work request (AWR), raising the total contract amount to \$219,906.

CONFLICT OF INTEREST STATEMENT

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

CONSENT CALENDAR

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY AND SUCCESSOR AGENCY CONSENT CALENDAR

6. Minutes

Minutes of September 18, 2017

7. Adoption of City Council and Power Company Resolutions Approving the Carryover of FY 2016-17 Capital Improvement Project Budget Balances into the Current Fiscal Year 2017-18 Budget

The City of Pittsburg has multi-year Capital Improvement Projects which were not completed during the prior fiscal year. The budget balances remaining in each of these projects as of June 30, 2017 need to be carried forward into the current fiscal year budget in order to continue and/or complete these projects.

8. Adoption of a City Council Resolution Approving the Transfer of Prior Year Grant and Special Revenue Fund Balances as of June 30, 2017 into the FY2017-18 Budget for the City of Pittsburg in the Amount of \$18,094 in Revenue and \$756,802 in Expenses

The City of Pittsburg receives federal, state and local funding for Police, Environmental Affairs, Community Access, and Recreation activities. In compliance with the federal, state, and local agreements as well as governmental accounting standards, any remaining funding awards and any unspent balances need to be carried forward to the next fiscal year. We have a total of \$18,094 remaining grant funding and \$756,802 in unspent balances to be carried forward to the FY2017-18 Budget.

9. Adoption of a City Council Resolution Approving the Carryover of FY 2016-17 Designated Operating Budget Balances into the FY 2017-18 Budget

The City of Pittsburg has various operating programs and activities budgeted in FY2016-17 that did not take place, were not completed, or are on-going. The balances remaining in each of the budgets as of June 30, 2017 need to be carried forward into the current fiscal year's budget in order to continue and/or complete these obligations. The Governmental Accounting Standards Board (GASB) Statement No. 54 requires governing bodies to approve unencumbered operating budget carry-forward requests at the closest meeting after the end of a fiscal year.

10. Adoption of a City Council Resolution to Approve a Side Letter Agreement between the City of Pittsburg and Teamsters Local Union 856

To comply with California Assembly Bill 119 (AB 119) and enhanced the City's ability to more effectively utilize Public Works staff, City staff and Teamsters Local Union 856 representatives worked together to modify their Agreement to provide the Union the right to access new employee orientations and obtain bargaining unit member contact information and implement a 2% pay incentive for bargaining unit members who obtain a Pipeline and Hazardous Materials Safety Administration (PHMSA) Qualified Evaluator certification.

11. Receive and File the Amended Treasurer's Report for the Quarter Ending June 30, 2017

Attached is the amended Treasurer's Report for the fiscal quarter ending June 30, 2017, which includes detailed information on the City and Successor Agency's (Agency) investments.

12. Adoption of a Minute Order Approving List of Approved Projects to Submit for SB1 Funding

The California Legislature recently approved SB1 (Senate Bill 1) to generate gas tax additional revenues for paving and road projects across the state. Recently released guidelines for the new Road Maintenance and Rehabilitation Account (RMRA), require all jurisdictions to submit a list of eligible projects approved by a governing board. The City Council previously authorized four projects that meet the criteria. This minute order will serve as the City Council's approval of these projects as eligible for RMRA funds. No new allocations are requested.

13. By Minute Order, Approval of a Letter Requesting Governor Veto SB 649 (Hueso). Wireless Telecommunications Facilities

The League of California Cities is requesting the Governor to veto SB 649 (Hueso). Wireless Telecommunications Facilities. The League, along with 300 cities formally opposed SB 649 and at the League Conference more than 250 city officials participated in a press rally on the capitol steps opposing passage of SB 649. Staff is requesting Council approve the letter to the Governor to veto SB 649.

COUNCIL MEMBER REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)

ADJOURNMENT to October 16, 2017

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 taken 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 - 2017

Updated August 21, 2017

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Merl Craft / Pete Longmire Alternate	Standing	Annual	J. Sbranti
SF Bay Regional Water Quality Board	Merl Craft / Pete Longmire Alternate	Standing	As needed	J. Sbranti
Contra Costa County Fire Dist.	Pete Longmire / Jelani Killings Alternate	Standing	2 nd Monday	J. Sbranti
Delta Diablo**	Pete Longmire / Juan Banales Alternate	Standing	2 nd Wednesday	F. McKinley
East Co.Co.County Habitat Conservancy	Sal Evola / Pete Longmire Alternate	Standing	Monthly	F. McKinley
East County Water Management	Merl Craft / Pete Longmire Alternate	Standing	Annual	F. McKinley
MCE Clean Energy Board	Pete Longmire / Juan Banales Alternate	Standing	4 Per Year	G. Evans
TRANSPLAN / ECCRFFA	Sal Evola / Juan Banales Alternate	Standing	2 nd Thursday	F. McKinley
Tri-Delta Transit (2 reps)***	Pete Longmire& Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	F. McKinley
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Sal Evola / Merl Craft Alternate	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Merl Craft / Pete Longmire Alternate	Standing	1 st Thursday	J. Sbranti/G. Evans
School Districts Committee (2 reps)	Merl Craft &Jelani Killings / Juan Banales Alt.	Standing	4 th Thursday even months	J. Sbranti
<u>SUBCOMMITTEES (2 reps)</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
CAC/CDBG	Juan Banales & Jelani Killings / Pete Longmire Alt.	Standing	As needed	M. Aliotti
Pittsburg Recognition Committee	Merl Craft / Pete Longmire Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Pete Longmire &Juan Banales / Sal Evola Alt.	Standing	Quarterly	G. Evans
Finance Subcommittee	Sal Evola & Pete Longmire / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Sal Evola &Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	F. McKinley
Local Contracting & Preference Policy	Merl Craft & Sal Evola	Ad Hoc	As needed	F. McKinley/B.Farmer
Pittsburg Arts & Community Foundation	Merl Craft& Jelani Killings / Pete Longmire Alt.	Standing	As needed	J. Sbranti
Pittsburg Police Activities League (PAL)	Banales / Killings Alt.	Standing	Monthly	B. Addington
Power Company Advisory	Pete Longmire & Juan Banales / Merl Craft Alt.	Standing	As needed	G. Evans
Sister City Committee	Sal Evola&Merl Craft/ Pete Longmire Alt.	Ad Hoc	As needed	G. Evans
Successor Agency Subcommittee	Merl Craft &Jelani Killings / Pete Longmire Alt.	Standing	As needed	G. Evans

*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	2 nd and 4 th Tuesdays
Community Advisory Commission	1 st 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**

DATE: 9/18/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of City Council Resolution Approving the Fifth Amendment to a Consultant Agreement for Environmental Consulting Services Related to the Dow Modernization Project

MEETING DATE: 10/2/2017

EXECUTIVE SUMMARY

On December 14, 2015, the City entered into a contract with Brezack and Associates Planning ("Consultant") for environmental consulting services related to the Dow Modernization Project. In order to continue the Environmental Impact Report (EIR) process and prepare the necessary Final EIR for the Dow Pittsburg Modernization Project, the Consultant has submitted a fifth additional work request (AWR), raising the total contract amount to \$219,906.

FISCAL IMPACT

The City Council is being requested to allocate to the consultant budget an additional \$13,657 to be deposited by Dow Chemical ("Applicant") into the City's Refundable Deposit account (110-20061), and authorize the City Manager to execute a fifth contract amendment (attached) with the Consultant in an amount not to exceed \$13,657. This would bring the total contract amount to \$219,906. The Applicant would continue to reimburse the City for all staff time associated with processing the project in accordance with the terms of the reimbursement agreement executed on April 10, 2014. At the conclusion of the project, any unexpended funds would be returned to the Applicant.

RECOMMENDATION

City Council adopt the attached resolution authorizing the execution of the Fifth Amendment to the Agreement with Brezack and Associates Planning for professional consulting services related to the preparation of the Final EIR for the proposed Dow Modernization Project.

BACKGROUND

On December 20, 2013, the Dow Chemical Company submitted Use Permit and Design Review Application No. 13-969, requesting approval of plans to construct a new control building and production plant on Block 760, a six-acre portion of the 248-acre Dow Chemical Company property in Pittsburg, and complete minor upgrades to three other production systems on the property (Blocks 540, 640 and 660), for purposes of enhancing efficiency and increasing capacity of those facilities. This project is known as the 'Dow Modernization Project.'

On December 14, 2015, the City entered into a contract ("Agreement") with the Consultant to provide CEQA (California Environmental Quality Act) documentation for the Dow Pittsburg Modernization Project.

On February 17, 2016, the City and the Consultant executed the First Amendment to the Agreement in order to expand the Consultant's existing scope of work to include the preparation of project alternatives, and to conduct additional work required for project management & coordination.

On March 23, 2016, the City and the Consultant executed the Second Amendment to the Agreement in order to prepare a 2nd Edition of the Administrative Draft EIR and the Public Draft EIR, which were not contemplated in the original Agreement. Additional effort was required as a result of: 1) multiple rounds of review and comment to work products provided by the applicant; 2) coordination with the applicant and the City on the proposed project description; and 3) longer than expected review times with additional cycles of reviews and revisions to draft sections of the EIR.

On July 1, 2016, in response to changes in the Dow Pittsburg Modernization Project configuration, the City and the Consultant executed the Third Amendment to the Agreement, in order to prepare a 3rd Edition of the Administrative Draft EIR and the Public Draft EIR. Additional effort for the 3rd Edition was primarily required as a result of a change in the project description and new direction for the EIR analysis, intended to model a hybrid Program/Project EIR, addressing project-level environmental effects associated with the modernization of the existing 540 Block, and program-level environmental effects associated with the future construction of the 760 Plant and the modernization of the existing 660 and 640 Blocks. Additional coordination with the applicant and the City on the revised project description was also required in conjunction with the Third Amendment.

On August 1, 2017, the City Council adopted Resolution No. 16-13229, allocating funds and authorizing execution of the Fourth Amendment to an Agreement due to expansion of the Consultant's existing scope of work.

On July 21, 2017, the Consultant submitted a Fifth AWR, requesting funds to complete preparation of the Final EIR, as well as support for the City in the upcoming public hearing process.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

As previously stated, preparation of the Draft EIR required more time and effort than was originally anticipated, which pulled money in the budget away from the task of preparing a

Final EIR. In order to complete the CEQA analysis required for the project (and more specifically, the Final EIR), the City Council is being requested to allocate to the consultant budget an additional \$13,657 to cover the Fifth AWR contract increase. The City Manager would be authorized to execute this fifth contract amendment with the Consultant, and funds to cover this amendment would be deposited by the applicant into a refundable deposit account, as described above. The new total project budget shall not exceed \$219,906.

The Consultant, the Applicant, and City staff all concur that the additional funds requested are necessary, and as such, it is recommended that the Council approve the Fifth Amendment to the Agreement with Brezack and Associates Planning.

ATTACHMENTS: Resolution

Proposed Fifth Amendment to the Agreement (includes Brezack and Associates Planning AWR, dated July 21, 2017)

Contract for CEQA Services, dated December 14, 2015 (Includes Amendments 1-4 as approved)

Report Prepared By: Jordan Davis, AICP, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Allocating Funds and Authorizing Execution)
of the Fifth Amendment to an Agreement for)
Environmental Consulting Services Related)
to the Dow Modernization Project)
RESOLUTION NO. 17-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, on April 10, 2014, the Dow Chemical Company submitted Use Permit and Design Review Application No. 13-969, requesting approval of plans to construct a new control building and production plant on Block 760, a six-acre portion of the 248-acre Dow Chemical Company property in Pittsburgh, and complete minor upgrades to three other production systems on the property (Blocks 540, 640 and 660), for purposes of enhancing efficiency and increasing capacity of those facilities. This 'Dow Modernization Project' is located at 901 Loveridge Road, in the IG (General Industrial) District. Assessor's Parcel No. 073-220-046; and,

WHEREAS, before the City can consider such a proposal, the project must be reviewed in accordance with the California Environmental Quality Act (CEQA, Public Resources Code 21000 et seq.), which requires agencies to assess whether a proposed project might have significant impacts on the environment; and,

WHEREAS, on December 14, 2015, the City entered into a contract ("Agreement") with Brezack and Associates Planning ("Consultant") to provide CEQA documentation for the Dow Pittsburgh Modernization Project; and,

WHEREAS, on February 17, 2016, the City and the Consultant executed the First Amendment to the Agreement in order to expand the Consultant's scope of work to include the preparation of project alternatives, and to conduct additional work required for project management & coordination; and,

WHEREAS, on March 23, 2016, the City and the Consultant executed the Second Amendment to the Agreement in order to prepare a 2nd Edition of the Administrative Draft EIR and the Public Draft EIR, which were not contemplated in the original Agreement; additional effort associated with this task was required as a result of: 1) multiple rounds of review and comment to work products provided by the applicant; 2) coordination with the applicant and the City on the proposed project description; and 3) longer than expected review times with additional cycles of reviews and revisions to draft sections of the EIR; and,

WHEREAS, on July 1, 2016, in response to changes in the Dow Pittsburgh Modernization Project configuration, the City and the Consultant executed the Third Amendment to the Agreement, in order to prepare a 3rd Edition of the Administrative Draft EIR and the Public Draft EIR; additional effort for the 3rd Edition was primarily required as a result of a change in the project description and new direction for the EIR analysis, intended to model a hybrid Program/Project EIR, addressing project-level environmental

effects associated with the modernization of the existing 540 Block, and program-level environmental effects associated with the future construction of the 760 Plant and the modernization of the existing 660 and 640 Blocks; and,

WHEREAS, on August 1, 2017, the City Council adopted Resolution No. 16-13229, allocating funds and authorizing execution of the Fourth Amendment to an Agreement due to expansion of the Consultant's existing scope of work, and to conduct additional work required for project management & coordination; and

WHEREAS, on July 21, 2017, the Consultant submitted an Additional Work Request ("AWR") requesting funds to complete preparation of the Final EIR, as well as support for the City in the upcoming public hearing process; and

WHEREAS, the applicant has agreed to deposit additional funds with the City of Pittsburg in accordance with the fifth contract amendment in order to pay for additional costs associated with the production of the EIR, including City staff time associated with processing the project in accordance with the reimbursement agreement dated April 10, 2014.

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

Section 1.

The Fifth Amendment to the Agreement with Brezack and Associates Planning for environmental consulting services is approved in an amount not to exceed \$13,657, for additional work associated with the environmental analysis related to the Dow Modernization Project.

Section 2.

The allocation of up to \$13,657 above the previous contract amount (including the first four amendments) of \$206,249, to be deposited by the applicant, is approved for the purpose of reimbursing the City's costs related to the environmental assessment required for the Dow Modernization Project.

Section 3.

The City Manager is hereby authorized to execute the Fifth Amendment to the Agreement with Brezack and Associates Planning for environmental consulting services on behalf of the City of Pittsburg, up to the limits specified in Section 2 above.

Section 4.

The Finance Director is hereby authorized to issue a revised purchase order to Brezack and Associates Planning for the above described services to implement the approved Agreement.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 2nd day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**FIFTH AMENDMENT TO
CONTRACT FOR CEQA SERVICES
FOR THE DOW MODERNIZATION PROJECT**

This Fifth Amendment to AGREEMENT ("Fifth Amendment") is made on this ____ day of _____, 2017, ("Fifth Amendment Effective Date") by and between the City of Pittsburg ("City") and Brezack & Associates Planning ("Consultant"), with respect to the matters hereinafter stated.

RECITALS

WHEREAS, on December 14, 2015, the City and the Consultant entered into an Agreement for the Consultant to provide CEQA (California Environmental Quality Act) Documentation for the Dow Pittsburg Modernization Project; and

WHEREAS, on February 17, 2016, the City and the Consultant executed the First Amendment to the Agreement to continue the preparation of the EIR for the Dow Pittsburg Modernization Project, and in order to expand the Consultant's existing scope of work to include the preparation of Project Alternatives, and to conduct additional work required for Project Management & Coordination; and

WHEREAS, on March 23, 2016, the City and the Consultant executed the Second Amendment to the Agreement to continue the preparation of the EIR for the Dow Pittsburg Modernization Project, in order to meet the full needs for the preparation of the 2nd Edition of the Administrative Draft EIR and the Public Draft EIR. Additional effort was required as a result of: 1) multiple rounds of review and comment to work products provided by the project applicant; 2) coordination with the project applicant and the City on the proposed Project description; 3) longer than expected review times with additional cycles of reviews and revisions to draft sections of the EIR; and 4) longer than anticipated time to receive responses to data requests from the Applicant's Team; and

WHEREAS, on July 1, 2016, in response to changes in the Dow Pittsburg Modernization Project configuration, the City and the Consultant executed the Third Amendment to the Agreement, in order to meet the full needs for the preparation of a 3rd Edition of the Administrative Draft EIR and the Public Draft EIR. Additional effort was required as a result of: 1) decision by the project applicant to pursue a Program/Project EIR to address the project-level environmental effects associated with the modernization of the existing 540 Block and the program-level environmental effects associated with the construction of the 760 Plant and railcar parking area, and the modernization of the existing 660 and 640 Blocks; 2) coordination with the project applicant and the City on the proposed Project description; and 3) longer than anticipated time to receive responses to data requests from the Applicant's Team.

WHEREAS, on August 1, 2017, the City Council adopted Resolution No. 16-13229, allocating funds and authorizing execution of the Fourth Amendment to an Agreement due to expansion of the Consultant's existing scope of work, and to conduct additional work required for project management & coordination; and

WHEREAS, on July 21, 2017, the Consultant submitted an Additional Work Request (“AWR”) in order to expand the Consultant’s existing scope of work to include the preparation of the Final EIR as well as support for the City in the upcoming public hearing process.

NOW THEREFORE, the City and the Consultant, for the considerations hereinafter named, agree as follows:

1. The recitals to this Fifth Amendment are by this reference incorporated herein as though set out in full.
2. Section 1A of the Agreement shall be amended as follows (new text shown in underline font):

“Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Proposed Scope of Work, attached hereto and incorporated herein by this reference as Attachment “A,” as amended by the Additional Work Request dated January 7, 2016, incorporated herein as “Exhibit 1” of the First Amendment to the Agreement, and as further amended by the Additional Work Request dated March 8, 2016, incorporated herein as “Exhibit 1” of the Second Amendment to the Agreement, and as further amended by the Additional Work Request dated June 22, 2016, incorporated herein as “Exhibit 1” of the Third Amendment to the Agreement, and as further amended by the Additional Work Request dated June 22, 2016, incorporated herein as “Exhibit 1” of the Fourth Amendment to the Agreement, and as further amended by the Additional Work Request dated July 21, 2017, incorporated herein as “Exhibit 1” of the Fifth Amendment to the Agreement; and shall be compensated as prescribed in the Payment Schedule incorporated herein as Attachment “B,” as amended by the Additional Work Request dated January 7, 2016, incorporated herein as “Exhibit 1” of the First Amendment to the Agreement, and as further amended by the Additional Work Request dated March 8, 2016, incorporated herein as “Exhibit 1” of the Second Amendment to the Agreement, and as further amended by the Additional Work Request dated June 22, 2016, incorporated herein as “Exhibit 1” of the Third Amendment to the Agreement, and as further amended by the Additional Work Request dated June 22, 2016, incorporated herein as “Exhibit 1” of the Fourth Amendment to the Agreement, and as further amended by the Additional Work Request dated July 21, 2017, incorporated herein as “Exhibit 1” of the Fifth Amendment to the Agreement. This Contract and its Attachments shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the Attachments to the Contract.

3. Section 3A of the Agreement shall be amended as follows (new text shown in underline font and text proposed for deletion is shown in ~~strikethrough font~~):

“The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to Attachment “A” and “B” to this agreement, as amended by the Additional Work Request dated January 7, 2016, incorporated herein as “Exhibit 1” of the First Amendment to the Agreement, and as further amended by the Additional Work Request dated March 8, 2016, incorporated herein as “Exhibit 1” of the Second Amendment to the Agreement, and as further amended by the Additional Work Request dated June 22, 2016, incorporated herein as “Exhibit 1” of the Third Amendment to the Agreement, and as further amended by the Additional Work Request dated June 22, 2016, incorporated herein as “Exhibit 1” of the Fourth Amendment to the Agreement, and as further amended by the Additional Work Request dated July 21, 2017, incorporated herein as “Exhibit 1” of the Fifth Amendment to the Agreement, but in no event shall total compensation exceed ~~Two Hundred Six Thousand, Two Hundred Forty-Nine dollars (\$206,249)~~ Two Hundred Nineteen Thousand, Nine Hundred Six dollars (\$219,906), without City’s prior written approval.”

3. Except as otherwise expressly amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. Should the validity of this Fifth Amendment be called in question in litigation or otherwise and determined to be invalid for any reason, such determination shall in no way affect the validity of the Agreement which shall remain in full force and effect in accordance with its original terms.

IN WITNESS WHEREOF, the parties hereto have executed the Fifth Amendment to the Agreement effective on the day and year first identified above.

CITY OF PITTSBURG:

By: _____

Joe Sbranti, City Manager

CONSULTANT:

By: _____

James Brezack, Project Director
Brezack & Associates Planning

APPROVED AS TO FORM:

By: _____

Ruthann Ziegler, City Attorney

ATTEST:

By: _____

Alice E. Evenson, City Clerk

Exhibit 1

Brezack & Associates Plannin

JN 16-004.00
Request No. 005
Date: July 21, 2017

ADDITIONAL WORK REQUEST

CEQA Services for the Pittsburg Dow Modernization Project

Client: Pittsburg, City of

Work Requested By: Brezack & Associates Planning, LLC

Summary of Additional Work:

Tasks 1 through Task 3 of Attachment "B" consisting in general of the following:

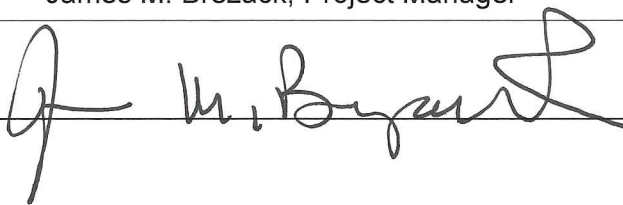
1. Complete Draft and Final PEIR assuming no additional comments are received on the Public Draft PEIR.
2. Complete Notice of Determination for the PEIR and support the City in the Public Hearing before the City Planning Commission to certify the Final PEIR.
3. Contingency funds to be used for responding to comment letters received after the Public Comment Period only if written authorization is received to proceed with the use of the funds.

Estimated Fee for Additional Work: \$13,657.00

(Work is to be completed under existing authorization with the City per Attached cost proposal.)

Prepared By: James M. Brezack, Project Manager

Authorized By:



AWR 5
PROFESSIONAL FEE BUDGET

City of Pittsburg – Dow Modernization Programmatic Environmental Impact Report

<i>Project Role</i>	J. Brezack (Manager)	C. Robinson (CEQA Mgr.)	D. Platt (Graphics)	TOTAL PROFESSIONAL FEE
<i>Rate (\$/Hr.)</i>	\$ 215.00	\$ 150.00	\$ 75.00	
TASK				
1. Final PEIR*	11.0	65.0	79.0	\$ 18,040.00
2. NOD and Hearing	4.0	9.0	5.0	\$ 2,585.00
3. Contingency for additional comments received after the close of the public review period. To be used only with written authorization.				\$ 5,000.00
TOTAL Hours and Fees	15.0	74.0	84.0	\$ 25,625.00
<i>As of July 14th remaining AWR 4 Budget</i>				\$ (11,968.00)
TOTAL AWR 5 BUDGET				\$ 13,657.00

NOTES:

1. * Assumes no BAAQMD Letter
2. CONSULTANT retains the right to reallocate budgets between tasks to execute the work.

**CONTRACT FOR CEQA SERVICES
FOR THE DOW MODERNIZATION PROJECT**

THIS CONTRACT is made on DECEMBER 14, 2015, between the City of Pittsburg ("the City"), and Brezack & Associates Planning ("Consultant").

WITNESSETH:

WHEREAS, the City requires assistance in completing an Environmental Impact Report (EIR) that is underway for the Dow Pittsburg Modernization Project, which includes a request for use permit and design review of specific improvements to a portion of Dow's industrial facilities located at 901 Loveridge Road; and

WHEREAS, the Consultant has presented a proposal for such services through circulation of the Draft EIR, to the City, dated November 9, 2015, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Proposed Scope of Work, attached hereto and incorporated herein by this reference as Attachment "A"; and shall be compensated as prescribed in the Payment Schedule incorporated herein as Attachment "B." This Contract and its Attachments shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the Attachments to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials

needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TIME OF PERFORMANCE:

The following time schedule shall be followed:

A. The services of Consultant are to commence upon execution of this Contract by, and receipt of written notice to proceed from, City, and shall be undertaken and completed in a prompt and timely manner in accordance with the work program attached hereto and incorporated herein as Attachment "A."

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for an additional period not to exceed the lesser of one year or the original term of this Contract, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section III, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to Attachment "A" and "B", but in no event shall total compensation exceed Ninety Two Thousand, Eight Hundred and Two Dollars (\$92,802.00), without City's prior written approval.

B. Said amount shall be paid upon submittal of a billing in accordance with the completion of tasks identified in Attachment "A", showing cost and hours associated with each task.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.

4. TERMINATION:

This Contract may be terminated, without cause, at any time by the City upon thirty (30) days' written notice. Upon receipt of such notice, Consultant shall cease all work under this Contract. In the event of any such termination, the Consultant shall be compensated as provided for in this Contract. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section VII hereof. The obligations of paragraph/section XV of this Contract relating to Consultant's obligations to defend and indemnify the City shall survive any termination of this Contract.

Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until

such time as the exact amount of damages, if any, due the City from Consultant is determined.

5. CHANGES:

The City may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract, or the attached work program (Attachment A).

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached work program (Attachment A).

7. PROPERTY OF CITY:

It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and commission as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information. The materials developed by Consultant under this Agreement are solely intended for use by the City and the City shall indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses arising or relating to any reuse, disposition or modification of said documents by the City. If the City uses any incomplete work product delivered due to cancellation of all or portions of the work or contract termination, the City will remove Consultant's name and other identifying information from the work product. The City shall indemnify, and hold harmless Consultant from all claims, damages and expenses (including, but not limited to, reasonable attorney's fees) arising out of the City's use of incomplete work product or the use by others acting through the City.

8. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

9. WARRANTY:

Consultant agrees and represents that it is qualified to properly provide the services set forth in Attachment "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

10. SUBCONTRACTING:

Except as set forth in Attachment "A" for work to be performed, no other services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Consultant shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. CONFIDENTIAL MATERIALS:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not

be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

B. Prior to execution of this agreement and prior to commencement of any work, the Consultant shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. At the City's discretion, the City may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. If the City requests, the Consultant will furnish one copy of each required policy to the City, and additional copies if requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

C. In the case of the professional liability insurance required by this Section, the Consultant's insurer will provide a complete, certified copy of the policy if so requested by the City.

D. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such

insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. Any deductibles must be declared to, and approved by, the City.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

H. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

1. Workers' Compensation and Employer's Liability Insurance.

a. Workers' Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against City - If an injury occurs to any employee of the Consultant for which the employee or his/her dependents, in the event of his/her death, may be entitled to compensation from the City under the provisions of said Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.

2. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 or more per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the City and each of its officers, officials, employees, agents, and volunteers, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers to the extent the City is an additional insured. Any insurance or self insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

d. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section XV, Indemnity and Litigation Costs.

3. Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 or more per claim.

17. MISCELLANEOUS PROVISIONS:

A. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or replaced with the written approval of the City, which approval shall not be unreasonably withheld.

B. The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

C. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

D. The Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

E. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

F. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565-3814
ATTN: Kristin Pollot, Planning Manager

Consultant: Brezack & Associates Planning
3000 Citrus Circle, Suite 210
Walnut Creek, CA 94598
ATTN: James Brezack

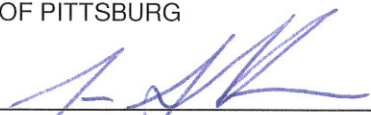
G. This Contract shall be interpreted and governed by the laws of the State of California.

H. Any action arising out of this Contract shall be brought in Contra Costa County, California, regardless of where else venue may lie.

I. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

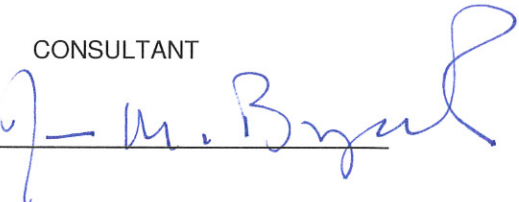
Executed the day and year first above written, by the parties as follows.

CITY OF PITTSBURG

By: 

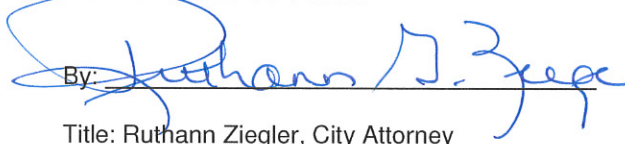
Title: Joe Sbranti, City Manager

CONSULTANT

By: 

Title: James Brezack,
Brezack & Associates Planning

APPROVED AS TO FORM:

By: 

Title: Ruthann Ziegler, City Attorney

ATTEST:

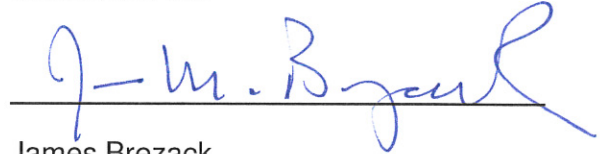
By: 

Title: Alice Evenson, City Clerk

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

A handwritten signature in blue ink, appearing to read "J-M. Brezack", is written over a horizontal line.

James Brezack,
Brezack & Associates Planning

ATTACHMENT A

Proposed Scope of Services City of Pittsburgh – Dow Modernization Environmental Impact Report November 9, 2015

PROJECT APPROACH

Brezack & Associates Planning (CONSULTANT) has developed the following project approach and scope of services to successfully complete preparation of the Environmental Impact Report (EIR) for the Dow Modernization Project (proposed Project). The Dow Chemical Company is the APPLICANT for the proposed Project.

CONSULTANT proposes to assume from the APPLICANT the remaining authorship, production and coordination roles under a contract with the CITY of Pittsburgh (CITY). CONSULTANT has a detailed understanding of the proposed Project, the draft documentation and analysis based on its participation in the development of the current draft documentation as a Peer Review Consultant to the CITY.

The complete scope of services has been divided into the development of the following three major deliverables:

1. Administrative Draft Environmental Impact Report (ADEIR)
2. Draft Environmental Impact Report (DEIR)
3. Final Environmental Impact Report (FEIR)

This scope of services is for the preparation and delivery of the ADEIR and the DEIR only. CONSULTANT will prepare a subsequent future scope of services and budget in due course for review and approval by the CITY for preparation and delivery of the FEIR.

CONSULTANT understands that the scheduling objective is to complete the first edition of the ADEIR for CITY & APPLICANT review by the first week in December of 2015. CONSULTANT will prepare the second edition of the ADEIR within six weeks of its receipt of comments from the CITY and the APPLICANT.

The basis of CONSULTANT's approach is as follows:

- Maximize use of the work completed by the Applicant
- Prepare a first edition of the ADEIR composed of each of the resource sections (e.g., Aesthetics through Transportation). This will include associated appendices, figures, tables and studies.
- Prepare a second edition of the ADEIR composed of the first edition plus the remaining sections (e.g., Executive Summary, Cumulative Effects, Alternatives, Growth Inducing Effects, etc.).

The tasks required to evaluate the potential effects of the proposed project are outlined below.

Task 1: Project Management & Coordination

Task 2: Prepare ADEIR, 1st Edition and submit to CITY for review & comment. Revise ADEIR, to address comments by CITY.

Task 3: Prepare ADEIR, 2nd Edition and submit to CITY for review & comment. Revise ADEIR, 2nd Edition to address comments by CITY.

Task 4: Prepare Public Draft EIR and Provide Assistance in Circulation

Task 5: Final EIR Preparation including response to comments

Descriptions of the actions required to complete each of the project tasks are presented in the following section of this proposal.

CONSULTANT will develop and submit to the CITY an updated scope of work and budget for Task 5 based on the numbers of comments received on the DEIR.

PROPOSED SCOPE OF SERVICES

Task 1 Project Management & Coordination

CONSULTANT's Project Manager, James Brezack, will be the primary day-to-day point of contact for the work. Mr. Brezack will work directly with the CITY and will lead the CONSULTANT team. CONSULTANT's Document Coordinator will manage the receipt, cataloging, and distribution of technical reports and documents to CONSULTANT as well as to the CITY for their administrative record. The Project Manager will also be responsible for conveying information about the proposed Project and the overall environmental review approach and assumptions to the CONSULTANT technical team, and to the APPLICANT and its team.

This task includes CONSULTANT's ongoing coordination for the acquisition and review of the Air Quality and Greenhouse Gas sections of the ADEIR as well as figures, maps, tables, and appendices (technical studies).

CONSULTANT will actively provide the necessary management of ADEIR issues as they emerge from the environmental analysis, and bringing them forward to the CITY for resolution. The CONSULTANT Project Manager will monitor project progress, ensure the technical accuracy of project deliverables, maintain the performance schedule, resolve scheduling conflicts, monitor budget expenditures, and attend project meetings, and conference calls.

CONSULTANT will provide the CITY with regular status memoranda and participate in conference calls reviewing progress to date, issues of interest and concern, and other pertinent information. CONSULTANT will schedule progress meetings with the CITY to present interim findings and appropriate deliverable items.

The Project Manager will have overall responsibility for ensuring the QA/QC review. This is to ensure consistent application of quality standards for all technical work products.

The Project Manager will coordinate with the CITY to prepare an action agenda for meetings and conference calls pertaining to the ADEIR and ensure appropriate CONSULTANT Team members are present as necessary. This task includes distribution of action items and meeting notes via email following each meeting or conference call, as appropriate depending on the sensitivity and nature of the topic discussed.

Task 1 Deliverables

- Agenda and Action Item list for conference calls and meeting;
- Meeting notes from regular meetings;
- Revised Project Schedule, as necessary; and
- Status Memo updates.

Task 2 Prepare 1st Edition of Administrative Draft EIR

CONSULTANT will prepare ADEIR using the WesPac recirculated EIR as a style guide. The ADEIR will be prepared and submitted to the CITY in two editions

A first edition of the ADEIR composed of each of the following sections inclusive of associated appendices, figures, tables and studies (provided by APPLICANT):

- Cover page & Table of Contents
- Introduction, Goals & Objectives
- Aesthetics
- Air Quality (supplied by APPLICANT, CONSULTANT to Peer Review),
- Biological Resources
- Cultural Resources
- Geology & Soils
- Greenhouse Gases (supplied by APPLICANT, CONSULTANT to Peer Review),
- Hazards & Hazardous Materials
- Hydrology & Water Quality
- Land Use Planning
- Noise & Vibration
- Public Services
- Transportation & Traffic
- Utilities & Service Systems

CONSULTANT will participate in regular meetings and conference calls with CITY throughout the course of this task.

Task 2 Deliverables

- Electronic copy of the ADEIR Edition 1
- Response to CITY and APPLICANT comments and revised ADEIR Edition 1
- Ongoing communications and coordination

Task 3 Prepare 2nd Edition of Administrative Draft EIR

A second edition of the ADEIR will be prepared and delivered to the CITY for review and will be composed of the chapters from the 1st edition ADEIR plus the following

- Executive Summary
- Project Description & Alternatives
- Cumulative Impacts
- Growth Inducing Impacts
- Summary of Significant & Unavoidable Impacts
- Other CEQA Considerations
- MMRP
- Consultation and Coordination
- List of Preparers
- Acronyms & Glossary

CONSULTANT will format the ADEIR so that it can be understood by the interested public and responsible agencies. CONSULTANT anticipates delivery of the second edition of the ADEIR within six weeks of its receipt of comments on the first edition ADEIR from the CITY and the APPLICANT.

Existing documents will be incorporated by reference to the extent possible and necessary to reduce the volume of the ADEIR. Information critical to the public's review of potential environmental effects will either be incorporated into the ADEIR or appended to it.

During the preparation of the ADEIR document, CONSULTANT will work with the CITY staff to discuss the approach for addressing issues that may be areas of potential challenge by individuals or organizations that are fundamentally opposed to the project.

CONSULTANT will participate in regular meetings and conference calls with CITY throughout the course of this task.

CONSULTANT will deliver each edition of the ADEIR electronically to the CITY.

Task 3 Deliverables

- Electronic copy of the ADEIR Edition 2
- Response to CITY and APPLICANT comments and revised ADEIR Edition 2
- Ongoing communications and coordination

Task 4: Prepare Public Draft EIR and Provide Assistance in Circulation

CONSULTANT will consolidate the work of Tasks 1, 2 and 3 of this scope of services into a

screen-check DEIR and will submit it to the to CITY for review and comment. CONSULTANT will make revisions to the screen-check document in response to review comments and a final "camera ready" DEIR will be prepared and submitted to the CITY for final review.

CONSULATANT will review and respond to remaining comments received from the CITY and the APPLICANT and will update the camera-ready document as appropriate.

CONSULTANT will print 15 paper copies of the DEIR and distribute those copies to public agencies and other organizations and individuals identified by CITY. CONSULTANT will provide 15 electronic summary copies of the DEIR to the State Clearinghouse with a Notice of Completion and Summary Form for Electronic Document Submittal. CONSULTANT will prepare a Notice of Availability (NOA) of the DEIR. CITY will arrange and pay for publishing of the NOA and the public meeting in a local newspaper of general circulation.

CONSULTANT will coordinate with the CITY on format and will apply format to the DEIR for CITY to post on its Internet webpage.

The DEIR will be circulated for public review and comment for a period of 45 days. CONSULTANT will attend one public hearing on the DEIR. Once the public review period has closed and all public comment letters received by the CITY the letters will be forwarded to the CONSULTANT,

CONSULTANT will participate in regular meetings and conference calls with the CITY throughout the course of this task.

CONSULTANT will prepare and submit to the CITY a budget for the work described in Task 5. Additionally, CONSULTANT will modify if necessary the scope of work presented in Task 5.

Task 4 Deliverables

- Screen-check DEIR
- Response to comments from CITY and APPLICANT in revision of the screen-check DEIR
- 15 Paper copies of the DEIR
- 15 Electronic summary copies of the DEIR & delivery to the State Clearinghouse
- Notice of Availability (NOA), Notice of Completion (NOC), and Summary Form for Electronic Document Submittal
- Attendance at one public hearing on the DEIR
- Budget for the work described in Task 5

Task 5: Final EIR Preparation & Response to Comments

CONSULTANT will prepare and submit a budget for this task to the CITY. The task budget will be based, in part, on the number of comments received to the DEIR. CONSULTANT will make any revisions needed to the scope of work of this task.

CONSULTANT will organize and number the comment letters and individual comments.

CONSULTANT will take the lead in preparing responses to comments with assistance from the CITY and the APPLICANT, as needed. The draft responses and comments will be included in a Final EIR with the necessary revisions or corrections to the Draft EIR text. The screen-check Final EIR will be submitted to CITY for review and comment.

Concurrently, CONSULTANT will prepare a draft of the MMRP and the CEQA required Findings and a Statement of Overriding Consideration (SOC), if necessary, for unavoidable significant adverse impacts.

CONSULTANT will make revisions to those documents in response to review comments from the CITY and provide 15 final copies for distribution.

CONSULTANT will draft the Mitigation Monitoring and Reporting Program (MMRP) as a stand-alone document, per the CITY's format. CONSULTANT will prepare and submit to the CITY a draft of the Findings and Statement of Overriding Considerations (SOC), if necessary, for the proposed Project. CONSULTANT will revise the draft MMRP and Findings per comments by the CITY.

Once the EIR is certified, the MMRP and SOC will be drafted and adopted, and the project approved, CONSULTANT will prepare the NOD for CITY's signature and file the NOD with the County Clerk and Office of Planning and Research (OPR) completing the CEQA process. CONSULTANT will obtain a check from CITY to pay the filing fees. CONSULTANT will participate in regular meetings and conference calls with CITY throughout the course of this task.

Task 5 Deliverables

- Task 5 Budget
- Organization and numbering of comments received
- Draft responses to comments
- Revisions and corrections to the Draft EIR
- Draft and revised MMRP, Findings & SOC
- Ongoing communications and coordination

-End-

ATTACHMENT B
PROFESSIONAL FEE BUDGET

City of Pittsburgh – Dow Modernization Environmental Impact Report

Project Role	J. Brezack (Manager)	R. Thomas (Engineer)	J. Keene (CEQA Mgr.)	P. McNeal (Air Quality)	D. Platt (Graphics)	R. Fram (Coordinator)	TOTAL PROFESSIONAL FEE
	Rate (\$/Hr.)						
	\$ 225.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 75.00	\$ 55.00	
TASK							
1. Project Management & Coordination	28.0	0.0	6.0	0.0	0.0	0.0	\$ 7,350.00
2.First Edition of Administrative Draft EIR	36.0	24.0	60.0	30.0	41.0	60.0	\$ 34,425.00
3. Second Edition Administrative Draft EIR	36.0	24.0	60.0	25.0	41.0	60.0	\$ 33,550.00
4. Public Draft EIR & Circulation	24.0	16.0	20.0	8.0	20.0	24.0	\$ 13,120.00
5. Final EIR & Response to Comments	To be determined following receipt of comment letters.						
							\$ -
							\$ -
Reimbursable Expenses (materials, supplies, reproduction & travel)							
							\$ 4,357.00
TOTAL PROFESSIONAL FEES	124.0	64.0	146.0	63.0	102.0	144.0	\$ 92,802.00

**FIRST AMENDMENT TO
CONTRACT FOR CEQA SERVICES
FOR THE DOW MODERNIZATION PROJECT**

This First Amendment to AGREEMENT ("First Amendment") is made on this ____ day of FEB. 17, 2016, ("First Amendment Effective Date") by and between the City of Pittsburg ("City") and Brezack & Associates Planning ("Consultant"), with respect to the matters hereinafter stated.

RECITALS

WHEREAS, on December 14, 2015, the City and the Consultant entered into an Agreement for the Consultant to provide CEQA (California Environmental Quality Act) Documentation for the Dow Pittsburg Modernization Project; and

WHEREAS, on January 7, 2016, the Consultant submitted an Additional Work Request to continue the preparation of the Environmental Impact Report (EIR) for the Dow Pittsburg Modernization Project, and in order to expand the Consultant's existing scope of work to include the preparation of Project Alternatives, and to conduct additional work required for Project Management & Coordination.

NOW THEREFORE, the City and the Consultant, for the considerations hereinafter named, agree as follows:

1. The recitals to this First Amendment are by this reference incorporated herein as though set out in full.
2. Section 1A of the Agreement shall be deleted, and the same is hereby amended to read as follows (**bold** shows additions, ~~strikethrough~~ shows deletions):

"Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Proposed Scope of Work, attached hereto and incorporated herein by this reference as Attachment "A," **as amended by the Additional Work Request dated January 7, 2016, incorporated herein as "Exhibit 1" of the First Amendment to the Agreement**; and shall be compensated as prescribed in the Payment Schedule incorporated herein as Attachment "B-," **as amended by the Additional Work Request dated January 7, 2016, incorporated herein as "Exhibit 1" of the First Amendment to the Agreement**. This Contract and its Attachments shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the Attachments to the Contract.

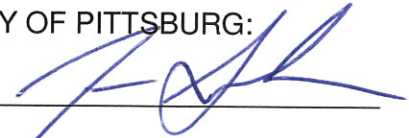
3. Section 3A of the Agreement shall be deleted, and the same is hereby amended to read as follows (**bold** shows additions, ~~strikethrough~~ shows deletions):

"The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to Attachment "A" and "B" to this agreement, as amended by the Additional Work Request dated January 7, 2016, incorporated herein as "Exhibit 1" of the First Amendment to the Agreement, but in no event shall total compensation exceed ~~Nintey Two Thousand, Eight Hundred and Two Dollars (\$92,802.00)~~ **One Hundred and One Thousand, Eight Hundred and Thirty-Two Dollars (\$101,832.00)**, without City's prior written approval."

3. Except as otherwise expressly amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. Should the validity of this First Amendment be called in question in litigation or otherwise and determined to be invalid for any reason, such determination shall in no way affect the validity of the Agreement which shall remain in full force and effect in accordance with its original terms.

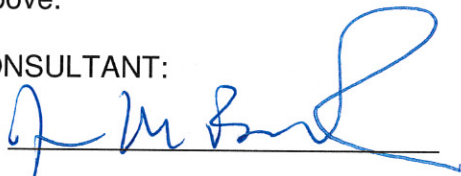
IN WITNESS WHEREOF, the parties hereto have executed the First Amendment to the Agreement effective on the day and year first identified above.

CITY OF PITTSBURGH:

By: 

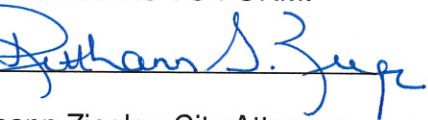
Joe Sbranti, City Manager

CONSULTANT:

By: 

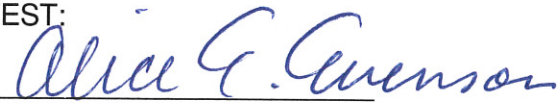
James Brezack, Project Director
Brezack & Associates Planning

APPROVED AS TO FORM:

By: 

Ruthann Ziegler, City Attorney

ATTEST:

By: 

Alice E. Evenson, City Clerk

JN 15-012.01
Request No. 001
Date: January 13, 2016

EXHIBIT 1

ADDITIONAL WORK REQUEST

**CEQA Services for the
Pittsburg Dow Modernization Project**

Client: Pittsburg, City of

Work Requested By: Brezack & Associates Planning, LLC

Summary of Additional Work:

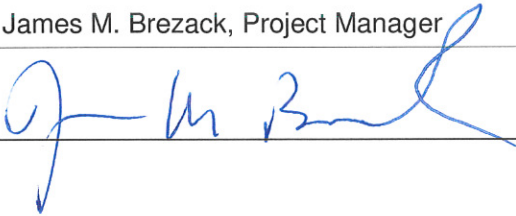
Per Attachment "A" consisting in general of the following:

1. Coordination: Ongoing with the Project Applicant and the City.
2. Project Alternatives: Preparation of Chapter 17 of the CEQA document for the Proposed Project.

Estimated Fee for Additional Work: \$9,030.00

(Work is to be completed under existing authorization with the City per Attached cost proposal.)

Prepared By: James M. Brezack, Project Manager

Authorized By: 

Attachment "A"

Scope of Work & Budget Proposal

I. BACKGROUND: B&AP has been assisting the City with the ongoing CEQA coordination and document preparation for the Dow Modernization Project. The original authorization for B&AP's work was approved by the City on December 14, 2015. Work on the project was originally authorized with a not-to-exceed budget of \$92,802.00. This budget is to assist the City with CEQA compliance and was identified as an initial amount that, given the circumstances of the work, might require amendment to keep pace with the applicants project development, development, review, submittal and distribution of documents.

II. SCOPE OF WORK: Pursuant to the original Attachment A, Scope of Work, CONSULTANT will continue its ongoing activities to consist of the preparation of Administrative Draft Environmental Impact Report, the Draft Environmental Impact Report and the Final Environmental Impact Report. The current scope of CONSULTANTS work under the existing authorization does not include "Chapter 17 Alternatives" as the project applicant was previously scheduled to prepare it. The purpose of this Additional Work Request is to expand CONSULTANTS existing scope of work to include the preparation of Chapter 17 and to conduct additional work required for Project Management & Coordination (Task 1) with the other chapters in development.

III. SCHEDULE & COST: CONSULTANT understands that time is of the essence and will work diligently to complete the work of this project as-soon-as-possible. The work of this AWR will be completed with the schedule for the original work. CONSULTANT will fully integrate the work of "Chapter 17 Alternatives" into the ongoing project efforts.

CONSULTANT estimates the following additional hours and costs for this additional work, consistent with our current agreement with the City:

<i>Project Role</i>	J. Brezack (Manager)	R. Thomas (Engineer)	J. Keene (CEQA Mgr.)	P. McNeal (Air Quality)	D. Platt (Production & Admin.)	R. Fram (Coordinator)	TOTAL PROFESSIONAL FEE
<i>Rate (\$/Hr)</i>	\$ 225.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 75.00	\$ 55.00	
TASK							
1. Project Management & Coordination	6.0	0.0	2.0	0.0	2.0	0.0	\$ 1,850.00
2. Chapter 17	12.0	2.0	12.0	4.0	6.0	16.0	\$ 7,180.00
<i>Reimbursable Expenses (materials, supplies, reproduction & travel)</i>							\$ -
TOTAL PROFESSIONAL FEES	18.0	2.0	14.0	4.0	8.0	16.0	\$ 9,030.00

**SECOND AMENDMENT TO
CONTRACT FOR CEQA SERVICES
FOR THE DOW MODERNIZATION PROJECT**

This Second Amendment to AGREEMENT ("Second Amendment") is made on this 23rd day of March, 2016, ("Second Amendment Effective Date") by and between the City of Pittsburg ("City") and Brezack & Associates Planning ("Consultant"), with respect to the matters hereinafter stated.

RECITALS

WHEREAS, on December 14, 2015, the City and the Consultant entered into an Agreement for the Consultant to provide CEQA (California Environmental Quality Act) Documentation for the Dow Pittsburg Modernization Project; and

WHEREAS, on January 7, 2016, the Consultant submitted an Additional Work Request to continue the preparation of the Environmental Impact Report (EIR) for the Dow Pittsburg Modernization Project, and in order to expand the Consultant's existing scope of work to include the preparation of Project Alternatives, and to conduct additional work required for Project Management & Coordination; and

WHEREAS, on February 17, 2016, the City and the Consultant executed the First Amendment to the Agreement to continue the preparation of the EIR for the Dow Pittsburg Modernization Project, and in order to expand the Consultant's existing scope of work to include the preparation of Project Alternatives, and to conduct additional work required for Project Management & Coordination; and

WHEREAS, on March 8, 2016, the Consultant submitted an Additional Work Request to continue the preparation of the EIR for the Dow Pittsburg Modernization Project, and in order to meet the full needs for the preparation of the 2nd Edition of the Administrative Draft EIR and the Public Draft EIR. Additional effort was required as a result of: 1) multiple rounds of review and comment to work products provided by the project applicant; 2) coordination with the project applicant and the City on the proposed Project description; 3) longer than expected review times with additional cycles of reviews and revisions to draft sections of the EIR; and 4) longer than anticipated time to receive responses to data requests from the Applicant's Team.

NOW THEREFORE, the City and the Consultant, for the considerations hereinafter named, agree as follows:

1. The recitals to this Second Amendment are by this reference incorporated herein as though set out in full.
2. Section 1A of the Agreement shall be deleted, and the same is hereby amended to read as follows (**bold** shows additions, ~~strikethrough~~ shows deletions):

"Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Proposed Scope of Work, attached hereto and incorporated herein by this

reference as Attachment "A," as amended by the **Additional Work Request dated January 7, 2016, incorporated herein as "Exhibit 1" of the First Amendment to the Agreement, and as further amended by the Additional Work Request dated March 8, 2016, incorporated herein as "Exhibit 1" of the Second Amendment to the Agreement;** and shall be compensated as prescribed in the Payment Schedule incorporated herein as Attachment "B," **as amended by the Additional Work Request dated January 7, 2016, incorporated herein as "Exhibit 1" of the First Amendment to the Agreement, and as further amended by the Additional Work Request dated March 8, 2016, incorporated herein as "Exhibit 1" of the Second Amendment to the Agreement.** This Contract and its Attachments shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the Attachments to the Contract.

3. Section 3A of the Agreement shall be deleted, and the same is hereby amended to read as follows (**bold** shows additions, ~~strike through~~ shows deletions):

"The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to Attachment "A" and "B" **to this agreement, as amended by the Additional Work Request dated January 7, 2016, incorporated herein as "Exhibit 1" of the First Amendment to the Agreement, and as further amended by the Additional Work Request dated March 8, 2016, incorporated herein as "Exhibit 1" of the Second Amendment to the Agreement,** but in no event shall total compensation exceed ~~Nintey Two Thousand, Eight Hundred and Two Dollars (\$92,802.00)~~ **One Hundred and Twenty-Two Thousand, One Hundred and Thirty-Two Dollars (\$122,132.00),** without City's prior written approval."

3. Except as otherwise expressly amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. Should the validity of this First Amendment be called in question in litigation or otherwise and determined to be invalid for any reason, such determination shall in no way affect the validity of the Agreement which shall remain in full force and effect in accordance with its original terms.

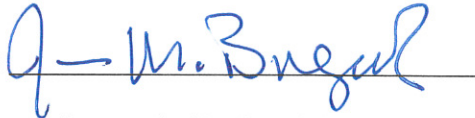
IN WITNESS WHEREOF, the parties hereto have executed the First Amendment to the Agreement effective on the day and year first identified above.

CITY OF PITTSBURG:

By: 

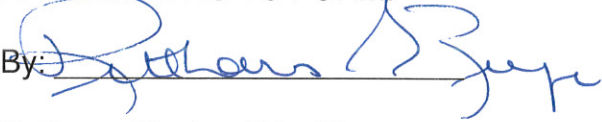
Joe Sbranti, City Manager

CONSULTANT:

By: 

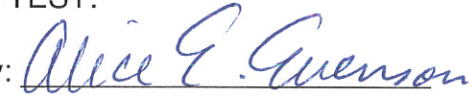
James Brezack, Project Director
Brezack & Associates Planning

APPROVED AS TO FORM:

By: 

Ruthann Ziegler, City Attorney

ATTEST:

By: 

Alice E. Evenson, City Clerk

JN 15-012.01
Request No. 002
Date: March 8, 2016

ADDITIONAL WORK REQUEST

CEQA Services for the Pittsburg Dow Modernization Project

Client: Pittsburg, City of

Work Requested By: Brezack & Associates Planning, LLC

Summary of Additional Work:

Per Attachment "A" consisting in general of the following:

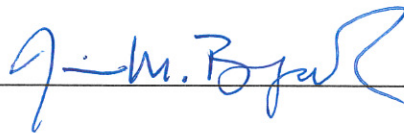
1. Coordination: Ongoing with the Project Applicant Team, the City and B&AP's Team.
2. Second ADEIR: Preparation of Second Administrative Draft of the CEQA document for the Proposed Project.

Estimated Fee for Additional Work: \$20,300.00

(Work is to be completed under existing authorization with the City per Attached cost proposal.)

Prepared By: James M. Brezack, Project Manager

Authorized By: _____



Attachment “A”

Scope of Work & Budget Proposal

I. BACKGROUND: B&AP has been assisting the City with the ongoing CEQA coordination and document preparation for the Dow Modernization Project. The original authorization for B&AP’s work was approved by the City on December 14, 2015. Work on the project was originally authorized with a not-to-exceed budget of \$92,802.00. AWR 01 for \$9,030.00 was approved by the City to expand CONSULTANTS scope of work to include the preparation of Chapter 17 “Alternatives” and to conduct additional work required for Project Management & Coordination (Task 1) with the other chapters in development not to exceed \$101,832.00.

This second AWR and its associated budget is needed to continue to assist the City with CEQA compliance that was identified as an initial estimated amount that, given the circumstances of the work, might require amendment to keep pace with the Applicants project development, review, submittal and distribution of documents.

The budget originally allocated for the production of the Public Review Draft EIR was reprogramed for the additional efforts needed for the 2nd Edition of the Administrative Draft EIR.

II. SCOPE OF WORK: Pursuant to the original Scope of Work, CONSULTANT will continue its ongoing activities to consist of the preparation of the 2nd Edition of the Administrative Draft Environmental Impact Report and the Public Draft Environmental Impact Report. A budget for the Final Environmental Impact Report will be developed following the close of the public circulation of the DEIR.

The current scope and budget for CONSULTANTS work under the existing authorizations was insufficient to meet the full needs for the preparation of the 2ed Edition of the Administrative Draft Environmental Impact Report and the Public Draft Environmental Impact Report. Unforeseen level of additional effort was required to meet the following conditions:

- Multiple rounds of review and comment to work products provided by the Applicant’s Team (including technical appendices for Air Quality, Greenhouse Gas, Noise & Vibration, Cultural Resources);
- Coordination with the Applicants Team and the City on the proposed Project description including the following areas: maximum height of structures and the need for a variance to zoning limits; proposed changes to pervious and impervious areas, etc.
- Longer than expected review times with additional cycles of reviews and revisions to draft sections of the CEQA documents.
- Longer than anticipated time to receive responses to data requests from the Applicant’s Team. This included additional conference calls, management and coordination efforts throughout and to conduct additional work required for Project Management & Coordination.

III. SCHEDULE & COST: CONSULTANT understands that time is of the essence and will work diligently to complete the work of this project as-soon-as-possible. The work of this AWR will be completed with the schedule for the original work.

CONSULTANT estimates the following additional hours and costs for this additional work, consistent with our current agreement with the City:

<i>Project Role</i>	J. Brezack (Manager)	R. Thomas (Engineer)	J. Keene (CEQA Mgr.)	P. McNeal (Air Quality)	D. Platt (Graphics)	TOTAL PROFESSIONAL FEE
<i>Rate (\$/Hr.)</i>	\$ 225.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 75.00	
TASK						
1. Project Management & Coordination	8.0	0.0	0.0	0.0	4.0	\$ 2,100.00
3. Second Edition Administrative Draft EIR	12.0	2.0	4.0	4.0	8.0	\$ 5,050.00
4. Public Draft EIR & Circulation	24.0	16.0	20.0	8.0	38.0	\$ 13,150.00
5. Final EIR & Response to Comments	To be determined following receipt of comment letters.					
						\$ -
						\$ -
<i>Reimbursable Expenses (materials, supplies, reproduction & travel)</i>						\$ -
TOTAL PROFESSIONAL FEES	44.0	18.0	24.0	12.0	50.0	\$ 20,300.00

**THIRD AMENDMENT TO
CONTRACT FOR CEQA SERVICES
FOR THE DOW MODERNIZATION PROJECT**

This Third Amendment to AGREEMENT ("Third Amendment") is made on this 1st day of July, 2016, ("Third Amendment Effective Date") by and between the City of Pittsburgh ("City") and Brezack & Associates Planning ("Consultant"), with respect to the matters hereinafter stated.

RECITALS

WHEREAS, on December 14, 2015, the City and the Consultant entered into an Agreement for the Consultant to provide CEQA (California Environmental Quality Act) Documentation for the Dow Pittsburgh Modernization Project; and

WHEREAS, on January 7, 2016, the Consultant submitted an Additional Work Request to continue the preparation of the Environmental Impact Report (EIR) for the Dow Pittsburgh Modernization Project, and in order to expand the Consultant's existing scope of work to include the preparation of Project Alternatives, and to conduct additional work required for Project Management & Coordination; and

WHEREAS, on February 17, 2016, the City and the Consultant executed the First Amendment to the Agreement to continue the preparation of the EIR for the Dow Pittsburgh Modernization Project, and in order to expand the Consultant's existing scope of work to include the preparation of Project Alternatives, and to conduct additional work required for Project Management & Coordination; and

WHEREAS, on March 23, 2016, the City and the Consultant executed the Second Amendment to the Agreement to continue the preparation of the EIR for the Dow Pittsburgh Modernization Project, in order to meet the full needs for the preparation of the 2nd Edition of the Administrative Draft EIR and the Public Draft EIR. Additional effort was required as a result of: 1) multiple rounds of review and comment to work products provided by the project applicant; 2) coordination with the project applicant and the City on the proposed Project description; 3) longer than expected review times with additional cycles of reviews and revisions to draft sections of the EIR; and 4) longer than anticipated time to receive responses to data requests from the Applicant's Team.

WHEREAS, on June 23, 2016, in response to changes in the Dow Pittsburgh Modernization Project configuration, the Consultant submitted an Additional Work Request to continue the preparation of the EIR for the Dow Pittsburgh Modernization Project, in order to meet the full needs for the preparation of a 3rd Edition of the Administrative Draft EIR and the Public Draft EIR. Additional effort was required as a result of: 1) decision by the project applicant to pursue a Program/Project EIR to address the project-level environmental effects associated with the modernization of the existing 540 Block and the program-level environmental effects associated with the construction of the 760 Plant and railcar parking area, and the modernization of the existing 660, 540, and 640 Blocks; 2) coordination with the project applicant and the City on the proposed Project description; and 3) longer than anticipated time to receive responses to data requests from the Applicant's Team.

NOW THEREFORE, the City and the Consultant, for the considerations hereinafter named, agree as follows:

1. The recitals to this Third Amendment are by this reference incorporated herein as though set out in full.
2. Section 1A of the Agreement shall be deleted in its entirety, and the following new Section 1A shall be substituted in its place:

“Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Proposed Scope of Work, attached hereto and incorporated herein by this reference as Attachment “A,” as amended by the Additional Work Request dated January 7, 2016, incorporated herein as “Exhibit 1” of the First Amendment to the Agreement, and as further amended by the Additional Work Request dated March 8, 2016, incorporated herein as “Exhibit 1” of the Second Amendment to the Agreement, and as further amended by the Additional Work Request dated June 22, 2016, incorporated herein as “Exhibit 1” of the Third Amendment to the Agreement; and shall be compensated as prescribed in the Payment Schedule incorporated herein as Attachment “B,” as amended by the Additional Work Request dated January 7, 2016, incorporated herein as “Exhibit 1” of the First Amendment to the Agreement, and as further amended by the Additional Work Request dated March 8, 2016, incorporated herein as “Exhibit 1” of the Second Amendment to the Agreement, and as further amended by the Additional Work Request dated June 22, 2016, incorporated herein as “Exhibit 1” of the Third Amendment to the Agreement. This Contract and its Attachments shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the Attachments to the Contract.

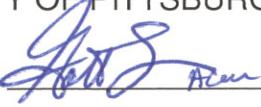
3. Section 3A of the Agreement shall be deleted in its entirety, and the following new Section 3A shall be substituted in its place:

“The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to Attachment “A” and “B” to this agreement, as amended by the Additional Work Request dated January 7, 2016, incorporated herein as “Exhibit 1” of the First Amendment to the Agreement, and as further amended by the Additional Work Request dated March 8, 2016, incorporated herein as “Exhibit 1” of the Second Amendment to the Agreement, and as further amended by the Additional Work Request dated June 22, 2016, incorporated herein as “Exhibit 1” of the Third Amendment to the Agreement, but in no event shall total compensation exceed One Hundred and Forty-Two Thousand, Two Hundred Seventeen Dollars (\$142,217), without City’s prior written approval.”

3. Except as otherwise expressly amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. Should the validity of this Third Amendment be called in question in litigation or otherwise and determined to be invalid for any reason, such determination shall in no way affect the validity of the Agreement which shall remain in full force and effect in accordance with its original terms.

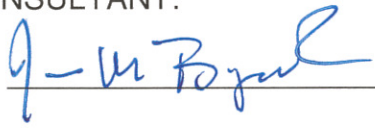
IN WITNESS WHEREOF, the parties hereto have executed the Third Amendment to the Agreement effective on the day and year first identified above.

CITY OF PITTSBURG:

By:  _____

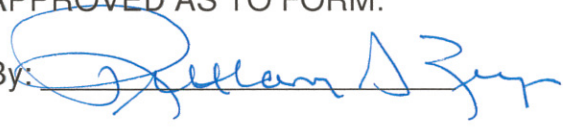
Joe Sbranti, City Manager

CONSULTANT:

By:  _____

James Brezack, Project Director
Brezack & Associates Planning

APPROVED AS TO FORM:

By:  _____

Ruthann Ziegler, City Attorney

ATTEST:

By:  _____

Alice E. Evenson, City Clerk

ATTACHMENT A

City of Pittsburgh

Scope of Work for the Dow Facility Modernization Program

PROJECT APPROACH

Brezack & Associates Planning (CONSULTANT) has developed the following project approach and scope of services to successfully complete preparation of the Program/Project Environmental Impact Report (PEIR) for the Dow Modernization Program (proposed Project). The Dow Chemical Company is the APPLICANT for the proposed Project.

In response to the changes in market demand for Dow products the proposed Project has been revised from its original configuration. The City of Pittsburgh (City) and the Dow Chemical Company (Dow) are proposing to prepare an EIR that provides program and project level environmental review for the proposed Project. The proposed Project consists of the following five major components:

- 1) **540 Block Modernization:** Modernization of the existing 540 Block.
- 2) **New 760 Plant:** Construction of a new manufacturing plant at the 760 Block.
- 3) **640 Modernization:** Modernization of the existing 640 Block.
- 4) **660 Modernization:** Modernization of the existing 660 Block.
- 5) **Additional Railcar Parking:** Construction of three new railcar-parking tracks at the 680 Block.

The PEIR will address the project level environmental effects associated with the modernization of the existing 540 Block and the program level environmental effects associated with the construction of the 760 Plant and railcar parking area, and the modernization of the existing 660, 540, and 640 Blocks.

The level of specificity achieved in the PEIR will be directly commensurate with the level of detailed design information available for the specific project component (i.e., 540 Modernization). For project components with only conceptual level of design information available (i.e., 760 Block, railcar parking area, and the existing 660, and 640 Blocks), the analysis would be completed at a programmatic level, with further detailed design information available at a later time and subject to further project-level environmental analysis. The project description and each environmental topic section of the PEIR would therefore identify both project and program-level information.

Once the PEIR has been prepared, subsequent activities, including the construction and operation of the 760 Block, railcar parking area, and the existing 660, and 640 Blocks must be evaluated to determine what, if any, additional CEQA documentation needs to be prepared. If the PEIR addresses the program's effects as specifically and comprehensively as possible, many subsequent activities could be found to be within the PEIR scope and additional environmental documents may not be required (*CEQA Guidelines* §15168(c)). The CITY will evaluate each future development project and determine the appropriate level of CEQA documentation required.

This Scope of Work outlines the approach that would be followed to prepare a PEIR for the proposed Project.

TASK OVERVIEW

The components of this scope of work consist of the following:

- Task 1: Project Management & Coordination
- Task 2: Update Technical Studies
- Task 3: Revise Project Description and Prepare Outline for PEIR
- Task 4: Prepare Administrative Draft PEIR
- Task 5: Prepare Draft PEIR
- Task 6: Prepare Screen check and Public Draft PEIR
- Task 7: Circulate Public Draft PEIR for Agency and Public Review
- Task 8: Public Draft PEIR Public Meetings
- Task 9: Prepare Administrative Final PEIR
- Task 10: Prepare Draft Final PEIR
- Task 11: Prepare Screen check and Public Draft Final PEIR
- Task 12: Prepare Findings and Notice of Determination (CEQA)

PROPOSED SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT & COORDINATION

CONSULTANT's Project Manager, James Brezack, will be the primary day-to-day point of contact for the work. Mr. Brezack will work directly with the CITY and will lead the CONSULTANT team. CONSULTANT's Document Coordinator will manage the receipt, cataloging, and distribution of technical reports and documents to CONSULTANT as well as to the CITY for their administrative record. The Project Manager will also be responsible for conveying information about the proposed Project and the overall environmental review approach and assumptions to the CONSULTANT technical team, and to the APPLICANT and its team.

This task includes CONSULTANT's ongoing coordination for the acquisition and review of the Air Quality and Greenhouse Gas sections of the ADPEIR as well as figures, maps, tables, and appendices (technical studies).

CONSULTANT will actively provide the management of ADPEIR issues as they emerge from the environmental analysis, and bringing them forward to the CITY for resolution. The CONSULTANT Project Manager will monitor project progress, provide the technical accuracy of project deliverables, maintain the performance schedule, resolve scheduling conflicts, monitor budget expenditures, and attend project meetings, and conference calls.

CONSULTANT will provide the CITY with regular project status memoranda and participate in conference calls reviewing progress to date, issues of interest and concern, and other pertinent information. CONSULTANT will schedule progress meetings with the CITY to present interim findings and appropriate deliverable items.

The Project Manager will have overall responsibility for ensuring the QA/QC review of the work. This is to ensure consistent application of quality standards for its technical work products.

The Project Manager will coordinate with the CITY to prepare an action agenda for meetings and conference calls pertaining to the ADPEIR and provide appropriate CONSULTANT Team members as necessary. This task includes distribution of action items and meeting notes via email following each meeting or conference call, as appropriate depending on the sensitivity and nature of the topic discussed.

Task 1 Deliverables

- Agenda and Action Item list for conference calls and meeting;
- Meeting notes from regular meetings;
- Revised project schedule, as necessary; and
- Status memo updates.

TASK 2: UPDATE TECHNICAL STUDIES

CONSULTANT will maximize the use of existing technical reports that have been prepared by the Applicant. If additional or updates to technical investigations are determined by the CITY and the CONSULTANT to be required, CONSULTANT will collaborate with the CITY to determine an appropriate course of action. Actions that may result include the following:

1. Request to the Applicant for revision or modification to existing technical report(s),
2. Request to the Applicant for new technical report(s),
3. Subsequent proposal from CONSULTANT to CITY for the preparation of new or revised to technical report(s).

TASK 3: REVISE PROJECT DESCRIPTION AND SCHEDULE

Based on information from the existing project description and additional information from Dow (e.g., BAAQMD Permit Application for 540 Block), CONSULTANT's environmental planners will prepare a revised description of the proposed Project. The revised project description will serve as the basis for revising the resource chapters. The revised project description will be submitted to the CITY and the APPLICANT for review prior to revising the resource chapters.

Task 3 Deliverables

- Revised Project Description;
- Revised Project Schedule

TASK 4: REVISE ADMINISTRATIVE DRAFT PEIR

Based on the revised project description developed in Task 1, CONSULTANT will revise the Administrative Draft PEIR (Admin Draft PEIR) to address the potential project specific and programmatic impacts associated with the project for internal review by the City. The program level analysis is not intended to describe or address the impacts in detail; detailed evaluations of the impacts of specific project components would be conducted as part of future site-specific CEQA review at a later time and not as a part of this proposal. Detailed evaluations of the impacts of the proposed Project will be addressed in the project level analysis. The Admin Draft PEIR will be formatted and written so that it can be understood by the interested public as well as the staff of responsible and stakeholder agencies.

The Admin Draft PEIR will include working draft maps and an analysis of potential environmental effects.

Existing documents will be incorporated by reference to the extent possible and as necessary to reduce the size of the PEIR. Information critical to the public's review of potential environmental effects will either be incorporated into the Admin Draft PEIR or appended to it.

The analyses of the proposed Project will include the specification of significance criteria, evaluation of the types and degree of impact and mitigation measures.

During the preparation of the Admin Draft PEIR document, CONSULTANT will work with the CITY to discuss the approach for addressing issues that may be areas of potential challenge by individuals or organizations that are fundamentally opposed to the project. CONSULTANT will deliver the Administrative Draft PEIR to the CITY and the APPLICANT as a complete document with all chapters included, rather than in a chapter-by-chapter format.

Task 4 Deliverables

- Administrative Draft PEIR in print or electronic copy
- Additions to the Draft PEIR mailing list

TASK 5: PREPARE DRAFT PEIR

Following receipt of comments from the City on the Administrative Draft PEIR, CONSULTANT will prepare a Draft PEIR incorporating comments and suggested revisions as received from the City. It is anticipated that this process can be expedited through careful review and close collaboration with City staff. Copies of the Draft PEIR will be prepared and distributed for review by City staff and the APPLICANT.

Task 5 Deliverables

- Ten (10) bound copies of the Draft PEIR

TASK 6: PREPARE SCREENCHECK AND PUBLIC DRAFT PEIR

Following receipt of the City's comments on the Draft PEIR, CONSULTANT will prepare a Screen check version of the Public Draft PEIR incorporating comments and suggested revisions as received from the City. It is anticipated that this process can be expedited through careful review and close collaboration with City staff. Copies of the Screen check Draft PEIR will be prepared for review by the City and the APPLICANT.

After the City complete their review of the Screen check Draft PEIR and CONSULTANT's receipt of the comments, CONSULTANT will prepare the Public Draft PEIR. Upon approval by the City to publish the Public Draft PEIR, CONSULTANT will prepare the document for public and agency review.

Task 6 Deliverables

- Ten (10) bound copies of the Screen check Draft PEIR
- One (1) unbound camera-ready copy of the Public Draft PEIR;
- Fifty (50) CDs of the Draft PEIR;
- Draft the cover letter and circulation list.

TASK 7: CIRCULATE PUBLIC DRAFT PEIR FOR AGENCY AND PUBLIC REVIEW

The Public Draft PEIR will be circulated to state, federal, and local responsible, cooperating, and trustee agencies, and made available to the public for a 45-day review. This phase will be accomplished through the following activities:

1. The Project Team CONSULTANT will prepare a Notice of Completion/Document Transmittal
2. CONSULTANT will prepare a public notice on the availability of the Public Draft PEIR for publication through a local newspaper announcement
3. CONSULTANT will deliver 15 copies of the Public Draft PEIR with an attached Notice of Completion to the State Clearinghouse
4. Copies of the Public Draft PEIR will be made available for public review at libraries throughout the project area
5. Copies of the Notice of Availability will be mailed to the public and agencies identified on the mailing list.

Task 7 Deliverables

- Draft Notice of Availability, including draft cover letter;
- Draft Notice of Completion to the State Clearinghouse;
- Deliver 15 copies of the Public Draft PEIR to the State Clearinghouse;
- Distribute copies of the Public Draft PEIR;
- Prepare and issue newspaper notices for the availability of the Public Draft PEIR and to announce scoping meetings.

TASK 8: PUBLIC DRAFT PEIR PUBLIC MEETINGS

CONSULTANT will assist the City in arranging and conducting public meetings to obtain public and agency comments on the Draft PEIR. The public meeting will include a presentation describing the proposed Project and Alternatives, after which the public will be given an opportunity to provide their comments and concerns. CONSULTANT staff will arrange facilities for public meetings; prepare presentation information for meetings (e.g., sign-in sheets, displays, maps, and comment forms); and provide for the public and agency oral comments to be recorded and transcribed.

Task 8 Deliverables

- Two (2) Public Draft PEIR Public Meetings
- Arrange facilities for public meetings;
- Prepare presentation information for meetings (e.g., sign-in sheets, displays, maps, and comment forms);
- Attendance at the Public Draft PEIR comment meetings by up to three CONSULTANT Team Members.

TASK 9: PREPARE ADMINISTRATIVE FINAL PEIR

The Administrative Final PEIR will be prepared by CONSULTANT to consist of the following:

1. A revised executive summary;
2. Draft responses to comments;

3. Draft modifications to the Draft PEIR that reflect either changes to the proposed Project or changes in design resulting from public comment or mitigation; and,
4. Mitigation Monitoring and Reporting Plan.

CONSULTANT's proposal and its associated budget (Attachment B) are based on the assumption of the receipt of not more than ten (10) comment letters and not more than ten (10) substantive comments per letter. If additional comment letters or comments are received that require responses by CONSULTANT, CONSULTANT will coordinate with CITY to determine the need for additional task budget.

Copies of the Administrative Final PEIR will be submitted to the City and the APPLICANT for comment. Changes in response to the comments will be incorporated into the Final PEIR.

Task 9 Deliverables

- Preparation of draft responses to the substantive comments
- Ten (10) bound copies of the Administrative Final PEIR

TASK 10: PREPARE DRAFT FINAL PEIR

Following receipt of comments from the City on the Administrative Final PEIR, CONSULTANT will prepare a Draft Final PEIR incorporating comments and suggested revisions as received from the City. It is anticipated that this process can be expedited through careful review and close collaboration with City staff.

Task 10 Deliverables

- Ten (10) bound copies of the Draft Final PEIR

TASK 11: PREPARE SCREENCHECK AND FINAL PEIR

After receipt of the City's comments on the Draft Final PEIR, CONSULTANT will incorporate that information into preparation of a Screen check Final PEIR. The Screen check Final PEIR is considered the final pre-publication review document and would include minimal revisions from Draft Final PEIR. At this point, the City will have an opportunity to review and make minor editorial revisions prior to CONSULTANT's finalization of the document for printing.

After the City and the APPLICANT has approved the Final PEIR, copies of the Final PEIR will be prepared for distribution to responsible, cooperating, and Trustee agencies and interested parties who commented on the Draft PEIR.

Task 11 Deliverables

- Ten (10) bound copies of the Screen check Final PEIR
- One (1) unbound camera-ready copy of the Final PEIR;
- Fifty (50) CDs of the Final PEIR;
- Draft the cover letter and circulation list.
- Deliver 15 copies of the Final PEIR to the State Clearinghouse;
- Distribute copies of the Final PEIR;
- Prepare and issue newspaper notices for the availability of the Final PEIR and to announce scoping meetings.

TASK 12: PREPARE FINDINGS AND NOTICE OF DETERMINATION (CEQA)

CONSULTANT will assist the City in the preparation of findings, and at the CITY's discretion, a Statement of Overriding Considerations, as needed. The Findings for the proposed Project would be supported by information and analysis in the PEIR, including the responses to all public and agency comments. Findings and corresponding mitigation measures would be written and formatted based on findings prepared for related and more recent City projects.

The goals of the Findings will be to: 1) Provide a framework for making principled decisions, enhancing the integrity of the administrative process; 2) Help make analysis orderly and reduce the likelihood that the agency will randomly leap from evidence to conclusions; 3) Enable the parties to determine whether and on what basis they should seek judicial review and remedy; 4) Apprise a reviewing court of the basis for the agency's action; and, 5) Serve a public relations function by helping to persuade the parties that administrative decision making is careful, reasoned, and equitable.

CONSULTANT will provide the City with a draft NOD for approval and signature. The final NOD would then be filed by the City with the County clerk. CONSULTANT will provide the City with a draft notice of the hearing for the Final PEIR that satisfies the requirements of CEQA; the County will make modifications to the draft notice and provide mailing service.

Task 12 Deliverables

- Preparation of a draft and final Notice of Determination
- Prepare and issue newspaper notice of the hearing for the Final PEIR.
- Preparation of a draft and final CEQA Findings.

CONFIDENTIAL

**ATTACHMENT B
PROFESSIONAL FEE BUDGET**

City of Pittsburgh – Dow Modernization Programmatic Environmental Impact Report

<i>Project Role</i>	J. Brezack (Manager)	R. Thomas (Engineer)	J. Keene (CEQA Mgr.)	P. McNeal (Air Quality)	D. Platt (Graphics)	Document Coordinator	TOTAL PROFESSIONAL FEE
<i>Rate (\$/Hr.)</i>	\$ 225.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 75.00	\$ 55.00	
TASK							
1. Project Management & Coordination	5.0	0.0	0.0	0.0	0.0	0.0	\$ 1,125.00
2. Update Technical Studies			To be determined ¹				\$ -
3. Revise Project Description and Schedule	4.0	0.0	8.0	0.0	0.0	2.0	\$ 2,410.00
4. Revise Administrative Draft PEIR	10.0	4.0	40.0	8.0	40.0	40.0	\$ 16,550.00
<i>Reimbursable Expenses (materials, supplies, reproduction & travel)²</i>							\$ -
TOTAL PROFESSIONAL FEES³	19.0	4.0	48.0	8.0	40.0	42.0	\$ 20,085.00

NOTES:

1. The basis for this budget estimate is that no new technical/field studies will be required. CONSULTANT will prepare & submit subsequent budget(s) & scope(s) of work to the CITY if it is later determined that additional technical/field studies are necessary.
2. CONSULTANT retains the right to reallocate budgets between tasks to execute the work.

**FOURTH AMENDMENT TO
CONTRACT FOR CEQA SERVICES
FOR THE DOW MODERNIZATION PROJECT**

²³ This Fourth Amendment to AGREEMENT ("Fourth Amendment") is made on this 23rd day of August, 2016, ("Fourth Amendment Effective Date") by and between the City of Pittsburg ("City") and Brezack & Associates Planning ("Consultant"), with respect to the matters hereinafter stated.

RECITALS

WHEREAS, on December 14, 2015, the City and the Consultant entered into an Agreement for the Consultant to provide CEQA (California Environmental Quality Act) Documentation for the Dow Pittsburg Modernization Project; and

WHEREAS, on February 17, 2016, the City and the Consultant executed the First Amendment to the Agreement to continue the preparation of the EIR for the Dow Pittsburg Modernization Project, and in order to expand the Consultant's existing scope of work to include the preparation of Project Alternatives, and to conduct additional work required for Project Management & Coordination; and

WHEREAS, on March 23, 2016, the City and the Consultant executed the Second Amendment to the Agreement to continue the preparation of the EIR for the Dow Pittsburg Modernization Project, in order to meet the full needs for the preparation of the 2nd Edition of the Administrative Draft EIR and the Public Draft EIR. Additional effort was required as a result of: 1) multiple rounds of review and comment to work products provided by the project applicant; 2) coordination with the project applicant and the City on the proposed Project description; 3) longer than expected review times with additional cycles of reviews and revisions to draft sections of the EIR; and 4) longer than anticipated time to receive responses to data requests from the Applicant's Team; and

WHEREAS, on July 1, 2016, in response to changes in the Dow Pittsburg Modernization Project configuration, the City and the Consultant executed the Second Amendment to the Agreement, in order to meet the full needs for the preparation of a 3rd Edition of the Administrative Draft EIR and the Public Draft EIR. Additional effort was required as a result of: 1) decision by the project applicant to pursue a Program/Project EIR to address the project-level environmental effects associated with the modernization of the existing 540 Block and the program-level environmental effects associated with the construction of the 760 Plant and railcar parking area, and the modernization of the existing 660 and 640 Blocks; 2) coordination with the project applicant and the City on the proposed Project description; and 3) longer than anticipated time to receive responses to data requests from the Applicant's Team.

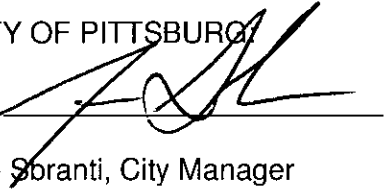
WHEREAS, on June 22, 2016, the Consultant submitted an Additional Work Request to continue the preparation of the EIR for the Dow Pittsburg Modernization Project, and in order to expand the Consultant's existing scope of work to include the preparation of the Final EIR, and to conduct additional work required for Project Management & Coordination.

the Agreement, and as further amended by the Additional Work Request dated June 22, 2016, incorporated herein as "Exhibit 1" of the Fourth Amendment to the Agreement, but in no event shall total compensation exceed Two Hundred Six Thousand, Two Hundred Forty-Nine dollars (\$206,249), without City's prior written approval."

3. Except as otherwise expressly amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. Should the validity of this Third Amendment be called in question in litigation or otherwise and determined to be invalid for any reason, such determination shall in no way affect the validity of the Agreement which shall remain in full force and effect in accordance with its original terms.

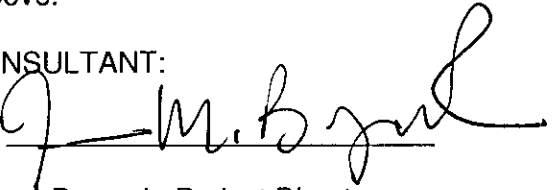
IN WITNESS WHEREOF, the parties hereto have executed the Third Amendment to the Agreement effective on the day and year first identified above.

CITY OF PITTSBURGH

By: 

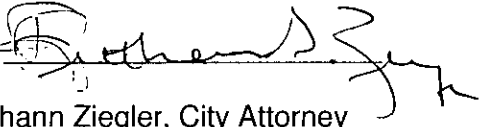
Joe Soranti, City Manager

CONSULTANT:

By: 

James Brezack, Project Director
Brezack & Associates Planning

APPROVED AS TO FORM:

By: 

Ruthann Ziegler, City Attorney

ATTEST:

By: 

Alice E. Evenson, City Clerk

EXHIBIT 1

Brezack&Associates Planning

JN	16-004.00
Request No.	004
Date:	June 22, 2016

ADDITIONAL WORK REQUEST

CEQA Services for the Pittsburg Dow Modernization Project

Client: Pittsburg, City of

Work Requested By: Brezack & Associates Planning, LLC

Summary of Additional Work:

Task 1, and Task 5 through Task 12 of Attachment "A" consisting in general of the following:

1. Project Management and Coordination: Ongoing with the Project Applicant Team, the City and B&AP's Team.
2. Draft and Final PEIR: Preparation of Draft and Final PEIR of the Program/Project Environmental Impact Report (PEIR) for the Proposed Project.

Estimated Fee for Additional Work: \$64,032.00

(Work is to be completed under existing authorization with the City per Attached cost proposal.)

Prepared By: James M. Brezack, Project Manager

Authorized By: _____

ATTACHMENT A

City of Pittsburg

Scope of Work for the Dow Facility Modernization Program

PROJECT APPROACH

Brezack & Associates Planning (CONSULTANT) has developed the following project approach and scope of services to successfully complete preparation of the Program/Project Environmental Impact Report (PEIR) for the Dow Modernization Program (proposed Project). The Dow Chemical Company is the APPLICANT for the proposed Project.

In response to the changes in market demand for Dow products the proposed Project has been revised from its original configuration. The City of Pittsburg (City) and the Dow Chemical Company (Dow) are proposing to prepare an EIR that provides program and project level environmental review for the proposed Project. The proposed Project consists of the following five major components:

- 1) **540 Block Modernization:** Modernization of the existing 540 Block.
- 2) **New 760 Plant:** Construction of a new manufacturing plant at the 760 Block.
- 3) **640 Modernization:** Modernization of the existing 640 Block.
- 4) **660 Modernization:** Modernization of the existing 660 Block.
- 5) **Additional Railcar Parking:** Construction of three new railcar-parking tracks at the 680 Block.

The PEIR will address the project level environmental effects associated with the modernization of the existing 540 Block and the program level environmental effects associated with the construction of the 760 Plant and railcar parking area, and the modernization of the existing 660, 540, and 640 Blocks.

The level of specificity achieved in the PEIR will be directly commensurate with the level of detailed design information available for the specific project component (i.e., 540 Modernization). For project components with only conceptual level of design information available (i.e., 760 Block, railcar parking area, and the existing 660, and 640 Blocks), the analysis would be completed at a programmatic level, with further detailed design information available at a later time and subject to further project-level environmental analysis. The project description and each environmental topic section of the PEIR would therefore identify both project and program-level information.

Once the PEIR has been prepared, subsequent activities, including the construction and operation of the 760 Block, railcar parking area, and the existing 660, and 640 Blocks must be evaluated to determine what, if any, additional CEQA documentation needs to be prepared. If the PEIR addresses the program's effects as specifically and comprehensively as possible, many subsequent activities could be found to be within the PEIR scope and additional environmental documents may not be required (*CEQA Guidelines* §15168(c)). The CITY will evaluate each future development project and determine the appropriate level of CEQA documentation required.

This Scope of Work outlines the approach that would be followed to prepare a PEIR for the proposed Project.

TASK OVERVIEW

The components of this scope of work consist of the following:

- Task 1: Project Management & Coordination
- Task 2: Update Technical Studies
- Task 3: Revise Project Description and Prepare Outline for PEIR
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- Task 9: Prepare Administrative Final PEIR
- Task 10: Prepare Draft Final PEIR
- Task 11: Prepare Screen check and Public Draft Final PEIR
- Task 12: Prepare Findings and Notice of Determination (CEQA)

PROPOSED SCOPE OF SERVICES**TASK 1: PROJECT MANAGEMENT & COORDINATION**

CONSULTANT's Project Manager, James Brezack, will be the primary day-to-day point of contact for the work. Mr. Brezack will work directly with the CITY and will lead the CONSULTANT team. CONSULTANT's Document Coordinator will manage the receipt, cataloging, and distribution of technical reports and documents to CONSULTANT as well as to the CITY for their administrative record. The Project Manager will also be responsible for conveying information about the proposed Project and the overall environmental review approach and assumptions to the CONSULTANT technical team, and to the APPLICANT and its team.

This task includes CONSULTANT's ongoing coordination for the acquisition and review of the Air Quality and Greenhouse Gas sections of the ADPEIR as well as figures, maps, tables, and appendices (technical studies).

CONSULTANT will actively provide the management of ADPEIR issues as they emerge from the environmental analysis, and bringing them forward to the CITY for resolution. The CONSULTANT Project Manager will monitor project progress, provide the technical accuracy of project deliverables, maintain the performance schedule, resolve scheduling conflicts, monitor budget expenditures, and attend project meetings, and conference calls.

CONSULTANT will provide the CITY with regular project status memoranda and participate in conference calls reviewing progress to date, issues of interest and concern, and other pertinent information. CONSULTANT will schedule progress meetings with the CITY to present interim findings and appropriate deliverable items.

The Project Manager will have overall responsibility for ensuring the QA/QC review of the work. This is to ensure consistent application of quality standards for its technical work products.

The Project Manager will coordinate with the CITY to prepare an action agenda for meetings and conference calls pertaining to the ADPEIR and provide appropriate CONSULTANT Team members as necessary. This task includes distribution of action items and meeting notes via email following each meeting or conference call, as appropriate depending on the sensitivity and nature of the topic discussed.

Task 1 Deliverables

- Agenda and Action Item list for conference calls and meeting;
- Meeting notes from regular meetings;
- Revised project schedule, as necessary; and
- Status memo updates.

TASK 2: UPDATE TECHNICAL STUDIES

CONSULTANT will maximize the use of existing technical reports that have been prepared by the Applicant. If additional or updates to technical investigations are determined by the CITY and the CONSULTANT to be required, CONSULTANT will collaborate with the CITY to determine an appropriate course of action. Actions that may result include the following:

1. Request to the Applicant for revision or modification to existing technical report(s),
2. Request to the Applicant for new technical report(s),
3. Subsequent proposal from CONSULTANT to CITY for the preparation of new or revised to technical report(s).

TASK 3: REVISE PROJECT DESCRIPTION AND SCHEDULE

Based on information from the existing project description and additional information from Dow (e.g., BAAQMD Permit Application for 540 Block), CONSULTANT's environmental planners will prepare a revised description of the proposed Project. The revised project description will serve as the basis for revising the resource chapters. The revised project description will be submitted to the CITY and the APPLICANT for review prior to revising the resource chapters.

Task 3 Deliverables

- Revised Project Description;
- Revised Project Schedule

TASK 4: REVISE ADMINISTRATIVE DRAFT PEIR

Based on the revised project description developed in Task 1, CONSULTANT will revise the Administrative Draft PEIR (Admin Draft PEIR) to address the potential project specific and programmatic impacts associated with the project for internal review by the City. The program level analysis is not intended to describe or address the impacts in detail; detailed evaluations of the impacts of specific project components would be conducted as part of future site-specific CEQA review at a later time and not as a part of this proposal. Detailed evaluations of the impacts of the proposed Project will be addressed in the project level analysis. The Admin Draft PEIR will be formatted and written so that it can be understood by the interested public as well as the staff of responsible and stakeholder agencies.

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During the preparation of the Admin Draft PEIR document, CONSULTANT will work with the CITY to discuss the approach for addressing issues that may be areas of potential challenge by individuals or organizations that are fundamentally opposed to the project. CONSULTANT will deliver the Administrative Draft PEIR to the CITY and the APPLICANT as a complete document with all chapters included, rather than in a chapter-by-chapter format.

Task 4 Deliverables

- Administrative Draft PEIR in print or electronic copy
- Additions to the Draft PEIR mailing list

TASK 5: PREPARE DRAFT PEIR

Following receipt of comments from the City on the Administrative Draft PEIR, CONSULTANT will prepare a Draft PEIR incorporating comments and suggested revisions as received from the City. It is anticipated that this process can be expedited through careful review and close collaboration with City staff. Copies of the Draft PEIR will be prepared and distributed for review by City staff and the APPLICANT.

Task 5 Deliverables

- Ten (10) bound copies of the Draft PEIR

TASK 6: PREPARE SCREENCHECK AND PUBLIC DRAFT PEIR

Following receipt of the City's comments on the Draft PEIR, CONSULTANT will prepare a Screen check version of the Public Draft PEIR incorporating comments and suggested revisions as received from the City. It is anticipated that this process can be expedited through careful review and close collaboration with City staff. Copies of the Screen check Draft PEIR will be prepared for review by the City and the APPLICANT.

After the City complete their review of the Screen check Draft PEIR and CONSULTANT's receipt of the comments, CONSULTANT will prepare the Public Draft PEIR. Upon approval by the City to publish the Public Draft PEIR, CONSULTANT will prepare the document for public and agency review.

Task 6 Deliverables

- Ten (10) bound copies of the Screen check Draft PEIR
- One (1) unbound camera-ready copy of the Public Draft PEIR;
- Fifty (50) CDs of the Draft PEIR;
- Draft the cover letter and circulation list.

TASK 7: CIRCULATE PUBLIC DRAFT PEIR FOR AGENCY AND PUBLIC REVIEW

The Public Draft PEIR will be circulated to state, federal, and local responsible, cooperating, and trustee agencies, and made available to the public for a 45-day review. This phase will be accomplished through the following activities:

1. The Project Team CONSULTANT will prepare a Notice of Completion/Document Transmittal
2. CONSULTANT will prepare a public notice on the availability of the Public Draft PEIR for publication through a local newspaper announcement
3. CONSULTANT will deliver 15 copies of the Public Draft PEIR with an attached Notice of Completion to the State Clearinghouse
4. Copies of the Public Draft PEIR will be made available for public review at libraries throughout the project area
5. Copies of the Notice of Availability will be mailed to the public and agencies identified on the mailing list.

Task 7 Deliverables

- Draft Notice of Availability, including draft cover letter;
- Draft Notice of Completion to the State Clearinghouse;
- Deliver 15 copies of the Public Draft PEIR to the State Clearinghouse;
- Distribute copies of the Public Draft PEIR;
- Prepare and issue newspaper notices for the availability of the Public Draft PEIR and to announce scoping meetings.

TASK 8: PUBLIC DRAFT PEIR PUBLIC MEETINGS

CONSULTANT will assist the City in arranging and conducting public meetings to obtain public and agency comments on the Draft PEIR. The public meeting will include a presentation describing the proposed Project and Alternatives, after which the public will be given an opportunity to provide their comments and concerns. CONSULTANT staff will arrange facilities for public meetings; prepare presentation information for meetings (e.g., sign-in sheets, displays, maps, and comment forms); and provide for the public and agency oral comments to be recorded and transcribed.

Task 8 Deliverables

- Two (2) Public Draft PEIR Public Meetings
- Arrange facilities for public meetings;
- Prepare presentation information for meetings (e.g., sign-in sheets, displays, maps, and comment forms);
- Attendance at the Public Draft PEIR comment meetings by up to three CONSULTANT Team Members.

TASK 9: PREPARE ADMINISTRATIVE FINAL PEIR

The Administrative Final PEIR will be prepared by CONSULTANT to consist of the following:

1. A revised executive summary;
2. Draft responses to comments;

3. Draft modifications to the Draft PEIR that reflect either changes to the proposed Project or changes in design resulting from public comment or mitigation; and,
4. Mitigation Monitoring and Reporting Plan.

CONSULTANT's proposal and its associated budget (Attachment B) are based on the assumption of the receipt of not more than ten (10) comment letters and not more than ten (10) substantive comments per letter. If additional comment letters or comments are received that require responses by CONSULTANT, CONSULTANT will coordinate with CITY to determine the need for additional task budget.

Copies of the Administrative Final PEIR will be submitted to the City and the APPLICANT for comment. Changes in response to the comments will be incorporated into the Final PEIR.

Task 9 Deliverables

- Preparation of draft responses to the substantive comments
- Ten (10) bound copies of the Administrative Final PEIR

TASK 10: PREPARE DRAFT FINAL PEIR

Following receipt of comments from the City on the Administrative Final PEIR, CONSULTANT will prepare a Draft Final PEIR incorporating comments and suggested revisions as received from the City. It is anticipated that this process can be expedited through careful review and close collaboration with City staff.

Task 10 Deliverables

- Ten (10) bound copies of the Draft Final PEIR

TASK 11: PREPARE SCREENCHECK AND FINAL PEIR

After receipt of the City's comments on the Draft Final PEIR, CONSULTANT will incorporate that information into preparation of a Screen check Final PEIR. The Screen check Final PEIR is considered the final pre-publication review document and would include minimal revisions from Draft Final PEIR. At this point, the City will have an opportunity to review and make minor editorial revisions prior to CONSULTANT's finalization of the document for printing.

After the City and the APPLICANT has approved the Final PEIR, copies of the Final PEIR will be prepared for distribution to responsible, cooperating, and Trustee agencies and interested parties who commented on the Draft PEIR.

Task 11 Deliverables

- Ten (10) bound copies of the Screen check Final PEIR
- One (1) unbound camera-ready copy of the Final PEIR;
- Fifty (50) CDs of the Final PEIR;
- Draft the cover letter and circulation list.
- Deliver 15 copies of the Final PEIR to the State Clearinghouse;
- Distribute copies of the Final PEIR;
- Prepare and issue newspaper notices for the availability of the Final PEIR and to announce scoping meetings.

TASK 12: PREPARE FINDINGS AND NOTICE OF DETERMINATION (CEQA)

CONSULTANT will assist the City in the preparation of findings, and at the CITY's discretion, a Statement of Overriding Considerations, as needed. The Findings for the proposed Project would be supported by information and analysis in the PEIR, including the responses to all public and agency comments. Findings and corresponding mitigation measures would be written and formatted based on findings prepared for related and more recent City projects.

The goals of the Findings will be to: 1) Provide a framework for making principled decisions, enhancing the integrity of the administrative process; 2) Help make analysis orderly and reduce the likelihood that the agency will randomly leap from evidence to conclusions; 3) Enable the parties to determine whether and on what basis they should seek judicial review and remedy; 4) Apprise a reviewing court of the basis for the agency's action; and, 5) Serve a public relations function by helping to persuade the parties that administrative decision making is careful, reasoned, and equitable.

CONSULTANT will provide the City with a draft NOD for approval and signature. The final NOD would then be filed by the City with the County clerk. CONSULTANT will provide the City with a draft notice of the hearing for the Final PEIR that satisfies the requirements of CEQA; the County will make modifications to the draft notice and provide mailing service.

Task 12 Deliverables

- Preparation of a draft and final Notice of Determination
- Prepare and issue newspaper notice of the hearing for the Final PEIR.
- Preparation of a draft and final CEQA Findings.

CONFIDENTIAL

**ATTACHMENT B
PROFESSIONAL FEE BUDGET**

City of Pittsburgh – Dow M <i>Project Rate</i>									
	<i>Rate (\$/Hr.)</i>	\$	225.00	\$	175.00	\$	175.00	\$	175.00
TASK									
1. Project Management & Coordination	15.0		0.0		0.0		0.0		0.0
5. Prepare Draft PEIR	16.0		4.0		40.0		8.0		40.0
6. Prepare Screencheck and Public Draft PEIR	4.0		1.0		12.0		2.0		12.0
7. Circulate Public Draft PEIR for Agency and Public Review	1.0		0.0		4.0		0.0		8.0
8. Public Draft PEIR Public Meetings	20.0		0.0		10.0		0.0		40.0
9. Prepare Administrative Final PEIR	4.0		2.0		32.0		8.0		40.0
10. Prepare Draft Final PEIR	4.0		0.0		10.0		0.0		8.0
11. Prepare Screencheck and Final PEIR	2.0		0.0		8.0		0.0		8.0
12. Prepare Findings and Notice of Determination	2.0		0.0		4.0		0.0		2.0
<i>Reimbursable Expenses (materials, supplies, reproduction & travel)?</i>									\$ 4,357.00
TOTAL PROFESSIONAL FEES	53.0		7.0		295.0		193.0		233.0
								185.0	\$ 64,032.00

NOTES:

1. The basis for this budget estimate is that no new technical/field studies will be required. CONSULTANT will prepare & submit subsequent budget(s) & scope(s) of work to the CITY if it is later determined that additional technical/field studies are necessary.
2. CONSULTANT retains the right to reallocate budgets between tasks to execute the work.
3. Production costs and numbers of copies of published EIR's are as follow:

EIR PRODUCTION COSTS FOR PUBLIC CIRCULATION				
Item	Number	\$/Copy	Total	
Full Copy	30	\$ 110.00	\$ 3,300.00	
Summary	30	\$ 20.00	\$ 600.00	
Screen-Check	4	\$ 100.00	\$ 400.00	
Travel	100	\$ 0.57	\$ 57.00	
TOTAL			\$ 4,357.00	

**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: September 18, 2017

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

CITY COUNCIL/AGENCY MEMBERS

Marilyn Craft, Mayor/Chair
Dwayne "Pete" Longmire, Vice-Mayor/Chair
Sal Evola, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Michelle King, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Joe Sbranti, City Manager/Executive Director
Ruthann Ziegler, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Craft called the meeting of the City Council to order at 7:00 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 REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

Property: Frontage Road (APN 087-277-001); Successor Agency Negotiators: Joe Sbranti and Maria Aliotti; Negotiating Parties: Fritz McKinley, City of Pittsburg; Under negotiation: both price and terms of payment

Property: 610-690 Railroad Avenue (085-390-077); Successor Agency Negotiators: Joe Sbranti and Maria Aliotti; Negotiating Parties: Tu Nguyen (represented by Wolfgang Croskey); Under negotiation: Both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION FOR THE CITY OF PITTSBURG (Paragraph (1) of subdivision (d) of Section 54956.9):

Genon Energy, Inc. Chapter 11, US Bankruptcy Court for the Southern District of Texas, Houston Division, Case No. 17-33695(DRJ)

Wade Derby v. City of Pittsburg, et al; United States District Court, Northern District of California, Case No. 3:16-cv-05469-SI

Michael Sibbitt, Jr. v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04377-SK

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

One (1) case

4. CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6):

Agency designated representatives: Joe Sbranti, Garrett Evans; Employee organizations: Police Managers' Group (PMG)

Mayor Craft stated there was no reportable action taken in Closed Session.

ROLL CALL

Member Evola was absent and excused.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

PRESENTATIONS

USS-POSCO Industries

President Michael Pickett, Vice President of Finance David Sung, and Secretary and General Counsel Cory Anderson from USS-POSCO Industries were present to receive the proclamation commemorating their 31st year in business in the City of Pittsburg.

CITY MANAGER REPORTS/REMARKS

City Manager Sbranti stated there was nothing to report.

CITIZENS REMARKS

Lela Harvey, representing Relay for Life, presented the City with plaques thanking them for their participation in the Relay for Life this past summer.

PUBLIC HEARING

Mayor Craft stated she would recuse herself from Items 7 and 8 due to her financial interest. She left the dais at this time.

7. Adoption of a City Council Resolution Approving the Amended Community Development Block Grant Citizen Participation Plan

Vice Mayor Longmire opened the public hearing. There being no one to speak to the item, Vice Mayor Longmire closed the public hearing.

On motion by Member Killings, seconded by Member Banales, to introduce and waive first reading and carried by the following vote:

AYES: Banales, Killings, Longmire

ABSENT: Craft [Recused], Evola

8. Adoption of a City Council Resolution Approving the 2016-2017 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

Vice Mayor Longmire opened the public hearing. There being no one to speak to the item, Vice Mayor Longmire closed the public hearing.

On motion by Member Killings, seconded by Member Banales, to adopt and carried by the following vote:

AYES: Banales, Killings, Longmire

ABSENT: Craft [Recused], Evola

Mayor Craft returned to the dais at this time.

CONFLICT OF INTEREST STATEMENT

Mayor/Chair Craft stated she would recuse herself from Item 11 due to her financial interest.

COMBINED CITY COUNCIL AND PITTSBURG POWER COMPANY CONSENT CALENDAR

City Manager Sbranti asked that Item 13 be removed for discussion.

Mike Fernandez, Antioch, remarked that Item 21 was to honor Guillermo Muniz of The New Mecca Café and thanked the City Council for their support.

On motion by Member Killings, seconded by Member Banales, to adopt without Item 13 and carried by the following vote:

AYES: Banales, Killings, Longmire, Craft

ABSENT: Evola

9. Minutes of August 21, 2017 and Minutes of September 6, 2017 Special Meeting

10. Adoption of a Pittsburg Power Company Resolution to Re-Evaluate Energy Storage System Targets for Island Energy

11. Adoption of a Pittsburg Power Company Resolution to Enter into a Contract with Contra Costa County Workforce Development Board for the Future Build's Cohort 12

12. Adoption of a City Council Resolution Appointing a Director and an Alternate Director to the Marin Clean Energy Board of Directors
14. Adoption of a City Council Resolution to Accept Contract 2017-03, West 4th Street Sidewalk Gap Closure as Complete and Authorize the City Engineer to File a Notice of Completion
15. Adoption of a City Council Resolution Approving the Amended Language Assistance Plan and the Residential Anti-Displacement and Relocation Assistance Plan
16. Adoption of a Minute Order to Request Initiation of a Zoning Study Related to the CP District
17. Adoption of an Ordinance Amending the Pittsburg Municipal Code, Title 15, Buildings and Construction, By Adding Section 15.16.070 Electrical Permit – Electric Vehicle Charging Stations
18. Adoption of a City Council Resolution to Authorize Implementation of the Early Retirement Incentive Plan for Fiscal Year 2017/2018 and Establish a Trust-Based Health Reimbursement Arrangement
19. Adoption of a Resolution to Approve a Memorandum of Understanding between the City of Pittsburg and the Pittsburg Fifty Plus Club
20. Receive and File Response to the Contra Costa County Civil Grand Jury FY 2016-2017 Report
21. By Minute Order, Authorize Placement of Bust Honoring Guillermo “Bill” Muniz in Guillermo Muniz Plaza, a Public Park

The following item was removed for discussion. Chief Addington outlined the duties of the new position.

13. Adoption of a City Council Resolution to Establish a Salary Range for Community Outreach Coordinator, Amend AFSCME-Miscellaneous A MOU, and Staffing Allocation

On motion by Vice Mayor Longmire, seconded by Member Banales, to adopt and carried by the following vote:

AYES: Banales, Killings, Longmire, Craft
ABSENT: Evola

COUNCIL MEMBER REPORTS/REMARKS

Vice Mayor Longmire stated he viewed the KRON segment “People Behaving Badly” and the positive light it shone on our Police Department.

Mayor Craft reported that Tri Delta Transit is adding a new route servicing the downtown corridor among other locations. She attended the League of California Cities Annual Conference in Sacramento. The main topics were immigration and homelessness and how cities can provide assistance for both of these issues.

ADJOURNMENT

The City Council meeting was adjourned at 7:45 P.M. to a special meeting on September 27, 2017.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

DATE: 9/19/2017

TO: Mayor/Chair and Council/Agency Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of City Council and Power Company Resolutions Approving the Carryover of FY 2016-17 Capital Improvement Project Budget Balances into the Current Fiscal Year 2017-18 Budget

MEETING DATE: 10/2/2017

EXECUTIVE SUMMARY

The City of Pittsburg has multi-year Capital Improvement Projects which were not completed during the prior fiscal year. The budget balances remaining in each of these projects as of June 30, 2017 need to be carried forward into the current fiscal year budget in order to continue and/or complete these projects.

FISCAL IMPACT

The attached listing of Capital Improvement Projects has been approved by the City Council/Agency in prior fiscal years. These are continuing projects and staff has confirmed that balances in each specific fund are sufficient to cover all budgeted costs.

Capital Improvement Projects in Successor Agency funds were approved by the former Redevelopment Agency in prior fiscal years and were included in a City/RDA Funding Agreement on 10/19/09 and are considered City projects.

RECOMMENDATION

Staff recommends that the City Council/Agency approve the carryover of multi-year Capital Improvement Project budget balances which were incomplete at June 30, 2017 into the current FY 2017-18 Budget. For completed projects, any unspent funds will revert back to unallocated reserves.

BACKGROUND

At the close of the 2016-17 Fiscal Year, the attached budgeted Capital Improvement Projects were approved by City Council/Agency in prior years but were not completed. Staff

has determined that it will be necessary to transfer the balance of these multi-year commitments into the current fiscal year 2017-18 budget as required by governmental accounting standards.

SUBCOMMITTEE FINDINGS

N/A

ok - da

STAFF ANALYSIS

All capital project budgets have been appropriated in prior fiscal years and in order to continue and or complete these projects it will be necessary to carryover unspent budgets to the current fiscal year.

ATTACHMENTS: City Council Resolution
Pittsburg Power Company Resolution
Carryover Project Listing
Capital Project Status

Report Prepared By: Krista Nuxoll, Financial Analyst

Report Reviewed By: Brad Farmer, Director of Finance

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Approving the Carryover of FY 2016-17)
Capital Improvement Project Budget)
Balances)

RESOLUTION NO. 17-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, at the close of the 2016-17 Fiscal Year there are several Capital Improvement Projects that were not completed or are ongoing;and

WHEREAS,a budget amendment is necessary to incorporate Capital Improvement Project budgets that remain unspent into the current fiscal year budget; and

WHEREAS, funds previously approved by Council are available and will not exceed respective fund balances.

WHEREAS, the project balances being carried over are being partially funded from other sources in the amounts of \$3,658,483in outstanding grant funding, \$1,997,099inWaterBondfund balance, \$339,170in outstanding IBank Loan funding, \$93,652 in cooperative agency funding received in FY16-17, and \$189,900 in outstanding PG&E Loan and Rebate funding; and

WHEREAS, Capital Projects in Successor Agency to RDA funds were included in a City/RDA Funding Agreement on 10/19/09 and are considered City projects.

NOW, THEREFORE, theCity Council finds and determines as follows:

Section 1. Findings

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

Section 2. Authorization

A. The City Council does hereby authorize the carryover of Capital Improvement Project budget balances into the current fiscal year.

B. That the City Council further authorizes the sum of \$25,233,735 be appropriated from funds remaining in prior year incomplete Capital Projects into the 2017-18 Fiscal Year budget as follows:

<i>Measure C Fund</i>	3,393,616
<i>Gas Tax Fund</i>	1,567,895
<i>NPDES Fund</i>	23,761
<i>Local Traffic Mitigation Fund</i>	353,134
<i>Park Dedication Fund</i>	239,938

<i>Capital Improvements Fund</i>	907,979
<i>Kirker Creek Drainage Fund</i>	24,921
<i>Community Capital Improvements Fund</i>	1,404,035
<i>Regional Traffic Mitigation Fund</i>	617,704
<i>Community Development Grant Fund</i>	20,214
<i>Water Operating Funds</i>	6,309,307
<i>Sewer Operating Funds</i>	9,705,979
<i>Golf Course Fund</i>	17,663
<i>Marina Fund</i>	41,208
<i>Building Maintenance Fund</i>	189,900
<i>Marina Walk Assessment District Fund</i>	1,252
<i>Successor Agency Capital Projects Fund</i>	415,229
TOTAL CITY:	<u>25,233,735</u>

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 2nd day of October, 2017 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE PITTSBURG POWER COMPANY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Power Company Resolution) RESOLUTION NO. 17-
Approving the Carryover of FY 2016-17)
Capital Improvement Project Budget)
Balances)

The Pittsburg Power Company Board of Directors DOES RESOLVE as follows:

WHEREAS, at the close of the 2016-17 Fiscal Year there are several Capital Improvement Projects that were not completed or are ongoing; and

WHEREAS, a budget amendment is necessary to incorporate Capital Improvement Project budgets that remain unspent into the current fiscal year budget; and

WHEREAS, funds previously approved by the Board are available and will not exceed respective fund balances.

NOW, THEREFORE, the Pittsburg Power Company Board of Directors finds and determines as follows:

Section 1. Findings

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

Section 2. Authorization

A. The Pittsburg Power Company Board of Directors does hereby authorize the carryover of Capital Improvement Project budget balances into the current fiscal year.

B. That the Pittsburg Power Company Board of Directors further authorizes the sum of \$1,488,400 be appropriated from funds remaining in prior year incomplete Capital Projects into the 2017-18 Fiscal Year budget as follows:

<i>Island Energy Fund</i>	1,469,923
<i>Pittsburg Power Fund</i>	51,104
TOTAL POWER COMPANY:	<u>\$1,521,027</u>

PASSED AND ADOPTED by the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 2nd day of October, 2017 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Chair

Joe Sbranti, Executive Secretary

City of Pittsburgh
Capital Project Carryover Listing to Fiscal Year 2017/18

Project #	Capital Project Description	Remaining Balance	Carryover Amount
2007	Speed Hump Project	4,500.00	4,500.00
2008	Traffic Calming Projects	7,809.00	7,809.00
2010 (2)	Multimodal Transit Station	3,056,001.00	3,056,001.00
2011	School Area Safety Improvements	12,374.00	12,374.00
2012	Railroad Ave Improvements (Linscheid- Hwy 4)	33,779.00	33,779.00
2013	Frontage Rd Class I Bike Lane	16,472.00	16,472.00
2014 (2)	San Marco Blvd Class I Trail	262,681.00	262,681.00
Total Measure C Fund 204		\$ 3,393,616.00	\$ 3,393,616.00
2204	2015/16 Citywide Pavement Management	73,276.00	73,276.00
2205	West Leland Street Lighting	574,794.00	574,794.00
2206	Standard Specification Update	13,552.00	13,552.00
2207 (2)	W Leland High Friction	605,177.00	605,177.00
2208 (2)	West 4th St Sidewalk Gap Closure	177,235.00	177,235.00
2209	Pavement Repair Project 2016-08	123,861.00	123,861.00
Total Gas Tax Fund 203		\$ 1,567,895.00	\$ 1,567,895.00
2701	Storm Drain Trash Capture (Frontage Road)	23,761.00	23,761.00
Total NPDES Fund 207		\$ 23,761.00	\$ 23,761.00
3006 (2)	California Ave Widening Phase I	68,024.00	68,024.00
3009 (2)	El Pueblo Street Rehab (2012-05) - Phase I	89,199.00	89,199.00
3011	W. Leland Extension (San Marco to Avila)	32,617.00	32,617.00
3012	San Marco/Santa Teresa Signal	150,479.00	150,479.00
3013	Intelligent Transportation System Upgrade	12,815.00	12,815.00
Total Local Traffic Mitigation Fund 303		\$ 353,134.00	\$ 353,134.00
3054	Small World Park New Features Project	5,363.00	5,363.00
3057 (2)	Ambrose Park Master Plan & Improvements	153,957.00	153,957.00
3062	John Henry Johnson Park Improvements	1,299.00	1,299.00
3065	San Marco Park	22,058.00	22,058.00
3066	Old Town Park	51,382.00	51,382.00
3069	De-Anza Park Rehabilitation	5,879.00	5,879.00
Total Park Dedication Fund 304		\$ 239,938.00	\$ 239,938.00
1424 (5)	Video Camera Installation Project	93,652.00	93,652.00
3104	Traffic Signal Install - 4 Locations	8,151.00	8,151.00
3106	Bay Harbor Park Wall & Landscape (98-02)	80,000.00	80,000.00
3111	Sidewalk Repair Project	90,594.00	90,594.00
3113 (2)	W Leland Pavement Marker/Speed Sign	373,008.00	373,008.00
3114 (2)	W Leland Delination/Crosswalk	262,574.00	262,574.00
Total Capital Improvements Fund 301		\$ 907,979.00	\$ 907,979.00
3202	Railroad Ave. Storm Drainage Improvements+B71	10,000.00	10,000.00
3205	Pump Station Repairs	14,921.00	14,921.00
Total Kirker Creek Drainage Fund 302		\$ 24,921.00	\$ 24,921.00
3320	Railroad Ave. Building Improvements	276,633.00	276,633.00
3324	California Theatre - Phase I	31,293.00	31,293.00
3326	Library Improvements	18,632.00	18,632.00
3330	Plaza Marina Tenant Improvements	1,916.00	1,916.00
3331	Railroad Ave (3rd - 8th St) Improvements	180,000.00	180,000.00
3332	Citywide Fence and Soundwall Repairs	30,000.00	30,000.00
3342	Railroad Ave Pavement Rehab (2009-28)	226,545.00	226,545.00
3382 (2)	Seismic Retrofit Bridge	639,016.00	639,016.00
Total Community Capital Improvements Fund 322		\$ 1,404,035.00	\$ 1,404,035.00
3701	James Donlon Extension Project	598,689.00	598,689.00
3702	RR Ave Traffic Signal Timing	5,369.66	3,130.00
3703	BART Access Improvements	9,488.00	9,488.00
3704	BART Parking and Access Strategy	6,397.00	6,397.00
Total Regional Traffic Mitigation Fund 307		\$ 619,943.66	\$ 617,704.00
4779 (2)	CCC Department of Conservation & Development	20,214.00	20,214.00
Total Community Development Block Grant Fund 233		\$ 20,214.00	\$ 20,214.00
5029	Loveridge Road Waterline Project	22,360.00	5,000.00

5030		Automatic Water Meter Reading System	505.00	505.00
5031		Water Main/Service/Valve Replacement Project	160,350.00	5,000.00
5033		Water Treatment Plant Improvements Study	55,185.00	55,185.00
5035		Upgrade SCADA System	24,030.00	24,030.00
5040	(4)	Water Treatment Plant Sludge Handling Facility	1,150,126.00	1,150,126.00
5045	(2)	Rossmoor Well Replacement	74,326.00	74,326.00
5048		Water Master Plan Charge Updates	1,831.00	1,831.00
5049		Water Main - Buchanan Road	263,900.00	263,900.00
5050		2013/14 WTP Capital Repairs & Improvements	197,504.00	197,504.00
5051		Water Main/Service/Valve Repl Program	83,377.00	5,000.00
5054	(3)	2016/17 Water Main Installation	793,100.00	793,100.00
5055		16/17 Sludge Removal	250,000.00	250,000.00
5056		Delta Diablo Recycled Water-Buckley Park	102,500.00	102,500.00
5057		Waterline School St btwn Harbor/Vincent	381,300.00	381,300.00
5071	(3)	Main W Leland (WTP to SW Hills)	3,000,000.00	3,000,000.00
Total Water Operating Funds			\$ 6,560,394.00	\$ 6,309,307.00
5119		Citywide Sewer Inspection Project	81,874.00	81,874.00
5201		Highway 4 Trunk Line Relief (2007-09)	133,113.00	133,113.00
5204		2010/11 Sewer Replacement Program	6,104,503.00	6,104,503.00
5205		2014/15 CCTV/Inspection/Sewer Replacement	3,386,489.00	3,386,489.00
Total Sewer Operating Funds			\$ 9,705,979.00	\$ 9,705,979.00
5303		Golf Course Banquet Facility Improvements	17,663.00	17,663.00
Total Golf Course Fund 530			\$ 17,663.00	\$ 17,663.00
5513		Marina Dredging	41,208.00	41,208.00
Total Marina Fund 550			\$ 41,208.00	\$ 41,208.00
1621	(6)	City Hall Chiller Replacement	189,900.00	189,900.00
Total Building Maintenance Fund 621			\$ 189,900.00	\$ 189,900.00
7102		Marina Walk Park Improvements	1,252.00	1,252.00
Total Assessment District - Marina Walk Fund 712			\$ 1,252.00	\$ 1,252.00
8336	(1)	Citywide Storm Drain Improvements (2009-01)	415,229.00	415,229.00
Total Successor Agency Capital Projects Fund 802			\$ 415,229.00	\$ 415,229.00
Total City Carryover			\$ 25,233,735	

Pittsburg Power Company

Capital Project Carryover Listing to Fiscal Year 2017/18

Project #	Capital Project Description	Remaining Balance	Carryover Amount
5802	Capital Reinvestment Projects	217,053.00	217,053.00
5804	South Island RA Switch Removal	104,664.00	104,664.00
5807	IE Facility Relocation Project	399,730.00	399,730.00
5810	Substation P Switchgear Upgrade	10,000.00	10,000.00
5811	Gas Line Removal and Replacement	100,000.00	100,000.00
5812	2016/17 Cable Replacement	141,464.00	141,464.00
5813	Mare Island Residential Units	497,012.00	497,012.00
Total Island Energy Fund 580		\$ 1,469,923.00	\$ 1,469,923.00
5903	Future Build Program	57,510.00	51,104.00
Total Pittsburg Power Company Fund 590		\$ 57,510.00	\$ 51,104.00
Total Pittsburg Power Carryover		\$ 1,521,027	
GRAND TOTAL CIP CARRYOVER:		\$ 26,754,762	

(1) Although these items remain in Successor Agency funds, they were included in a City/RDA funding agreement on 10/19/09 and are now City projects

(2) Carryover partially or fully funded by outstanding grant funding

(3) Carryover partially or fully funded by Water Bond fund balance

(4) Carryover partially or fully funded by IBank loan funding

(5) Carryover fully funded by cooperative agency funding received in FY16-17

(6) Carryover partially or fully funded by PGE loan and rebate funding

City of Pittsburgh CAPITAL IMPROVEMENT PROJECTS STATUS @6/30/17					Expenses at 06/30/17	Balance Remaining
Project #	Capital Project Description	Total Project Budget	Prior Year Expenses	FY2016-17 Budget		
1424	Video Camera Installation	300,000	146,171	153,829	60,177	93,652
1621	City Hall Chiller Replacement	560,000		560,000	370,100	189,900
2007	Speed Hump Project	13,000	8,500	4,500		4,500
2008	Traffic Calming Projects	50,000	2,793	47,207	39,398	7,809
2010	Multimodal Transit Station	3,937,000	271,045	3,665,955	609,954	3,056,001
2011	School Area Safety Improvements	530,300	514,795	15,505	3,131	12,374
2012	Railroad Ave Improvements (Linscheid- Hwy 4)	1,196,620	1,165,620	31,000	(2,779)	33,779
2013	Frontage Rd Class I Bike Lane	125,000		125,000	108,528	16,472
2014	San Marco Blvd Class I Trail	265,000		265,000	2,319	262,681
2130	eBart Pittsburgh Center Station	3,500,000	23,154	3,476,846	3,476,846	-
2204	2015/16 Citywide Pavement Management	575,020	472,586	102,434	29,158	73,276
2205	West Leland Street Lighting	735,331	27,324	708,007	133,213	574,794
2206	Standard Specification Update	150,000	46,111	103,889	90,337	13,552
2207	W Leland High Friction	608,800		608,800	3,623	605,177
2208	West 4th St Sidewalk Gap Closure	210,000		210,000	32,765	177,235
2209	Pavement Repair Project 2016-08	170,000		170,000	46,139	123,861
2481	Affordable Housing - Purchase & Rehab	343,362	1,568	341,794	339,271	2,523
2504	Citywide Tree Trimming Project	45,000	15,000	30,000	30,000	-
2701	Storm Drain Trash Capture (Frontage Road)	211,758	187,997	23,761	-	23,761
3006	California Ave Widenng Phase I	2,600,564	2,529,565	70,999	2,976	68,024
3009	El Pueblo Street Rehab (2012-05) - Phase I	427,430	338,231	89,199	-	89,199
3011	W. Leland Extension (San Marco to Avila)	50,000	14,219	35,781	3,164	32,617
3012	San Marco/Santa Teresa Signal	161,000	4,856	156,144	5,665	150,479
3013	Intelligent Transportation System Upgrade	230,000	213,252	16,748	3,933	12,815
3054	Small World Park New Features Project	245,000	239,636	5,364	-	5,363
3057	Ambrose Park Master Plan & Improvements	3,033,527	821,402	2,212,125	2,058,168	153,957
3062	John Henry Johnson Park Improvements	214,775	170,896	43,879	42,580	1,299
3065	San Marco Park	50,000	3,386	46,614	24,556	22,058
3066	Old Town Park	2,858,442	2,788,680	69,762	18,380	51,382
3069	De-Anza Park Rehabilitation	50,000	44,121	5,879	-	5,879
3104	Traffic Signal Install - 4 Locations	516,855	325,854	191,001	182,850	8,151
3106	Bay Harbor Park Wall & Landscape (98-02)	80,000	-	80,000	-	80,000
3111	Sidewalk Repair Project	222,000	123,406	98,594	8,000	90,594
3113	W Leland Pavement Marker/Speed Sign	376,800		376,800	3,792	373,008
3114	W Leland Delination/Crosswalk	265,900		265,900	3,326	262,574
3202	Railroad Ave. Storm Drainage Improvements+B71	1,006,555	996,555	10,000	-	10,000
3205	Pump Station Repairs	75,800	59,549	16,251	1,330	14,921
3320	Railroad Ave. Building Improvements	3,509,000	3,230,375	278,625	1,992	276,633
3324	California Theatre - Phase I	8,212,515	8,030,919	181,596	150,303	31,293
3326	Library Improvements	3,118,765	3,100,272	18,493	(139)	18,632
3328	Central Harbor Dock/Shed Replacement (2010-01)	2,004,385	1,980,092	24,293	24,293	-
3330	Plaza Marina Tenant Improvements	30,000		30,000	28,084	1,916
3331	Railroad Ave (3rd - 8th St) Improvements	180,000	-	180,000	-	180,000
3332	Citywide Fence and Soundwall Repairs	30,000	-	30,000	-	30,000
3342	Railroad Ave Pavement Rehab (2009-28)	1,542,776	1,316,230	226,546	-	226,545
3382	Seismic Retrofit Bridge	900,001	250,759	649,242	10,227	639,016

City of Pittsburgh CAPITAL IMPROVEMENT PROJECTS STATUS @6/30/17					Expenses at 06/30/17	Balance Remaining
Project #	Capital Project Description	Total Project Budget	Prior Year Expenses	FY2016-17 Budget		
3701	James Donlon Extension Project	1,610,000	1,011,042	598,958	270	598,689
3702	RR Ave Traffic Signal Timing	70,000		70,000	64,631	5,369
3703	BART Access Improvements	25,000		25,000	15,512	9,488
3704	BART Parking and Access Strategy	80,000	-	80,000	73,603	6,397
4779	CCC Conservation & Development	100,000	-	100,000	79,786	20,214
5029	Loveridge Road Waterline Project	2,566,055	2,547,059	18,996	(3,364)	22,360
5030	Automatic Water Meter Reading System	1,956,793	1,653,054	303,739	303,234	505
5031	Water Main/Service/Valve Replacement Project	1,200,000	1,039,650	160,350	-	160,350
5033	Water Treatment Plant Improvements Study	200,000	144,815	55,185	-	55,185
5035	Upgrade SCADA System	500,000	439,314	60,686	36,656	24,030
5040	Water Treatment Plant Sludge Handling Facility	11,920,780	4,939,793	6,980,987	5,830,861	1,150,126
5045	Rossmoor Well Replacement	1,630,079	969,498	660,581	586,255	74,326
5048	Water Master Plan Charge Updates	125,000	118,956	6,044	4,213	1,831
5049	Water Main - Buchanan Road	4,575,169	515,303	4,059,866	3,795,968	263,900
5050	2013/14 WTP Capital Repairs & Improvements	1,267,146	738,849	528,297	330,792	197,504
5051	Water Main/Service/Valve Repl Program	2,435,241	2,353,920	81,321	(2,056)	83,377
5054	2016/17 Water Main Installation	1,017,500	165	1,017,335	224,235	793,100
5055	16/17 Sludge Removal	250,000		250,000	-	250,000
5056	Delta Diablo Recycled Water-Buckley Park	102,500		102,500	-	102,500
5057	Waterline School St btwn Harbor/Vincent	381,300		381,300		381,300
5071	Main W Leland (WTP to SW Hills)	3,000,000		3,000,000	-	3,000,000
5119	Citywide Sewer Inspection Project	112,410	30,536	81,874	-	81,874
5201	Highway 4 Trunk Line Relief (2007-09)	200,000	66,888	133,112	-	133,113
5204	2010/11 Sewer Replacement Program	6,700,000	482,703	6,217,297	112,793	6,104,503
5205	2014/15 CCTV/Inspection/Sewer Replacement	3,500,000		3,500,000	113,511	3,386,489
5301	Golf Course Path Repairs	151,000	148,734	2,266	-	2,266
5303	Golf Course Banquet Facility Improvements	150,000	129,339	20,661	2,998	17,663
5513	Marina Dredging	326,420	285,212	41,208	-	41,208
5802	Capital Reinvestment Projects	984,036	751,203	232,833	15,780	217,053
5804	South Island RA Switch Removal	175,000	70,336	104,664	-	104,664
5807	IE Facility Relocation Project	449,458	49,728	399,730	-	399,730
5809	2015/16 Cable Replacement	350,000	277,609	72,391	72,391	-
5810	Substation P Switchgear Upgrade	25,000	15,000	10,000		10,000
5811	Gas Line Removal and Replacement	100,000		100,000	-	100,000
5812	2016/17 Cable Replacement	500,000		500,000	358,536	141,464
5813	Mare Island Residential Units	506,806	-	506,806	9,794	497,012
5903	Future Build Program	1,546,178	1,104,710	441,468	383,958	57,510
5914	Library Solar Project	125,000		125,000	125,000	-
7102	Marina Walk Park Improvements	167,704	166,452	1,252	-	1,252
8336	Citywide Storm Drain Improvements (2009-01)	700,000	171,463	528,537	113,307	415,229
Totals:		\$ 97,299,856.00	\$ 49,686,250.00	\$ 47,613,606.00	\$ 20,594,324.00	\$ 27,019,283.00



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

DATE: 9/12/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adopt Resolution Approving the Transfer of Prior Year Grant and Special Revenue Fund Balances as of June 30, 2017 into the FY2017-18 Budget for the City of Pittsburg in the amount of \$18,094 in Revenue and \$756,802 in Expenses.

MEETING DATE: 10/2/2017

EXECUTIVE SUMMARY

The City of Pittsburg receives federal, state and local funding for Police, Environmental Affairs, Community Access, and Recreation activities. In compliance with the federal, state, and local agreements as well as governmental accounting standards, any remaining funding awards and any unspent balances need to be carried forward to the next fiscal year. We have a total of \$18,094 remaining grant funding and \$756,802 in unspent balances to be carried forward to the FY2017-18 Budget.

FISCAL IMPACT

This transfer of previously budgeted revenues of \$18,094 and appropriations of \$756,802 are designated for the specific grants accounted for in the Special Revenue Funds (Funds 233, 282, 283, 291, 293 and 299). Excess appropriations over revenues will come from fund balances previously funded by the specific grants to be used only for these grants. There is no General Fund impact.

RECOMMENDATION

Staff recommends that the City Council approve the transfer of the uncompleted grant programs as of June 30, 2017 into the current Fiscal Year 2017-18 Budget.

BACKGROUND

At the end of Fiscal Year 2016-17, the City had several multi-year grant activities and/or Special Revenue funds which were not totally funded and expended. These remaining activities have been committed and will be spent during Fiscal Year 2017-18 or completed

by their expiration date. Therefore, staff determines that it is necessary to transfer these remaining balances to the current Fiscal year 2017-18 Budget.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

Adopting the resolution to carry forward unfinished grant programs into Fiscal Year 2017-18 ensures budgetary compliance and a clear audit trail.

ATTACHMENTS: Resolution and Exhibit I

Report Prepared By: Margaret Padua, Finance Division Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adopt a Resolution Approving the Transfer)	RESOLUTION NO.
of Prior Year Grant and Special Revenue Fund)	
Balances as of June 30, 2017 into the Fiscal)	
Year 2017-18 Budget for the City of Pittsburgh in)	
the Amount of \$18,094 in Revenue and)	
<u>\$756,802 in Expenses</u>)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City Council has expressed its intention of receiving various federal, state and local grant and special revenue fund; and

WHEREAS, the City Council does hereby find that at the end of Fiscal Year 2016-2017, there are several incomplete grant and special revenue fund programs which will continue in the succeeding fiscal year.

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

Section 1. Finding

The recitals set forth are true and correct statements and are hereby incorporated.

Section 2. Authorizations

A. The City Council does hereby authorize the carry forward of grant and special revenue and expense fund balances into Fiscal Year 2017-2018 for the grant and special revenue fund programs not completed during the Fiscal Year 2016-2017 to comply with government accounting standards.

B. The City Council further authorizes that the amount of \$18,094 in Revenue and \$756,802 in Expenses, as reflected in Exhibit I, be appropriated from reserves for grant monies already paid to the City in advance, from prior year's interest earnings and/or Local Agency matching requirements, and from federal or state reimbursements for the transfer of prior year grant and special revenue fund programs into the Fiscal Year 2017-2018 Budget.

Section 3. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED, by the City Council of the City of Pittsburg,
County of Contra Costa, State of California, at a regular meeting on the 2nd day of October
2017, by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

EXHIBIT 1

TRANSFER OF GRANT BALANCES AS OF JUNE 30, 2017 INTO CITY OF PITTSBURG FISCAL YEAR 2017/2018 BUDGET

PROJECT #	Revenue Carry-over AMOUNT	Expenses Carry-over AMOUNT	DESCRIPTION
<u>Police</u>			
291-2919		4,290	FY12/13 JAG Grant
293-2945		2,558	FY15/16 Supplemental Law Enforcement Grant (SLESA)
293-2947		113,438	FY16/17 Supplemental Law Enforcement Grant (SLESA)
299-2968	18,094	18,094	OTS DUI Grant FY16/17
Sub-total	\$ 18,094	\$ 138,380	
<u>Environmental Affairs</u>			
282-2847		10,030	Used Oil Payment Program OPP7 Grant-FY16/17
283-2856		16,828	Beverage Container Recycling Grant FY16/17
Sub-total	\$ -	\$ 26,858	
<u>Community Access Program</u>			
233-4999		589,469	CDBG Future Projects
Sub-total	\$ -	\$ 589,469	
<u>Recreation/Senior Center</u>			
299-2992		280	Sr. Center "Fun" Grant
299-2993		1,815	Small World Park - Advertising Grant
Sub-total	\$ -	\$ 2,095	
Grand Total	\$ 18,094	\$ 756,802	



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

DATE: 9/19/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Carryover of FY 2016-17 Designated Operating Budget Balances into the FY 2017-18 Budget

MEETING DATE: 10/2/2017

EXECUTIVE SUMMARY

The City of Pittsburg has various operating programs and activities budgeted in FY2016-17 that did not take place, were not completed, or are on-going. The balances remaining in each of the budgets as of June 30, 2017 need to be carried forward into the current fiscal year's budget in order to continue and/or complete these obligations. The Governmental Accounting Standards Board (GASB) Statement No. 54 requires governing bodies to approve unencumbered operating budget carry-forward requests at the closest meeting after the end of a fiscal year.

FISCAL IMPACT

The City Council has approved the attached listing of items in the FY 2016-17 operating budget. These are continuing programs and activities that were not complete in FY 2016-17. Staff has confirmed that balances in each specific fund are sufficient to cover all budgeted carry-forward costs.

RECOMMENDATION

City Council approve the carryover of designated operating budget balances from the FY 2016-17 Budget into the current FY 2017-18 Budget.

BACKGROUND

At the close of the 2016-17 Fiscal Year, the attached operating budgets, which were approved by City Council, were not completed. Staff has determined that it will be necessary to transfer the balance of these prior commitments into the current 2017-18 fiscal year budget as required by governmental accounting standards. The attached listing shows the

operating accounts and their remaining budgets to be carried forward into the current 2017-18 fiscal year budget.

GASB 54 requires governments to create fund balance classifications (Restricted, Committed, Assigned, and Unassigned) that identify constraints that control how fund balances can be spent. Encumbered and unencumbered carry-forward appropriations are included in the Committed fund balance category. GASB 54 includes a provision that governing bodies approve unencumbered operating budget carry-forwards soon after the end of a fiscal year in order to be included in the Committed fund balance category. GASB 54 does not require governing bodies to approve encumbered and capital project appropriation carry-forwards.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

Staff recommends that the funds for all incomplete designated operating programs and activities budgeted in FY 2016-17 in the amount of \$746,023 be carried forward into the 2017-18 fiscal year budget.

ATTACHMENTS: City Carryover Operating Budget Listing
Resolution

Report Prepared By: Krista Nuxoll, Financial Analyst

Approved By: Brad Farmer, Director of Finance

Operating/Admin Carryover Budgets to FY2017-18

<i>Department</i>	<i>Account Number</i>	<i>Account Title</i>	<i>Amount to Carry Forward to FY17-18</i>	<i>Justification</i>
Building	110-41601-2199	Contractual Services	33,000	CASP Survey of City Buildings
Engineering	110-41611-2199	Contractual Services	70,000	Traffic Signal Synchronization
CM Contingency	110-49991-4599	Contingencies	43,525	Carryover Unused City Manager Contingency
Total General Fund:			\$ 146,525	
Economic Development	202-41102-2350	Sister City Expenses	3,085	Isola delle Femmine Delegation Visit
Total Economic Development Fund:			\$ 3,085	
Grants	299-42192-3005	Capital Equipment	268,222	PD Marine Patrol Vessel using UASI grant Funds
Total Grant Fund:			\$ 268,222	
Water Operations	501-44111-2219	Maintenance and Repairs	23,830	HVAC Replacement - Water Treatment Plant
Water Operations	501-44111-2199	Contractual Services	16,000	Water Rates Study, Groundwater Monitoring
Water Operations	501-44111-3005	Capital Equipment	22,500	Spare Bowl Assembly for Bodega Well, Misc. Parts Invoicing Delayed
Total Water Operations Fund:			\$ 62,330	
Sewer Maintenance	521-45101-3005	Capital Equipment	217,000	Delayed Delivery of Sewer CCTV Inspection Truck
Total Sewer Maintenance Fund:			\$ 217,000	
Waterfront	540-41140-2199	Contractual Services	48,861	ADA Kayak Launch at Marina - Carryover to Capital Equipment
Total Waterfront Fund:			\$ 48,861	
Total City of Pittsburg Operating Budget Carryover :			\$ 746,023	



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

DATE: 9/11/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve a Side Letter Agreement between the City of Pittsburg and Teamsters Local Union 856

MEETING DATE: 10/2/2017

EXECUTIVE SUMMARY

To comply with California Assembly Bill 119 (AB 119) and enhanced the City's ability to more effectively utilize Public Works staff, City staff and Teamsters Local Union 856 representatives worked together to modify their Agreement to provide the Union the right to access new employee orientations and obtain bargaining unit member contact information and implement a 2% pay incentive for bargaining unit members who obtain a Pipeline and Hazardous Materials Safety Administration (PHMSA) Qualified Evaluator certification.

FISCAL IMPACT

There is no fiscal impact associated with the compliance of AB 119.

The pay incentive has a total estimated cost of \$1,800.00 for Fiscal Year 2017-18. If approved, the increase in costs for the current and future fiscal years can be absorbed in the existing departmental budget.

RECOMMENDATION

The City Council adopt a resolution approving a Side Letter Agreement between the City of Pittsburg and Teamsters Local Union 856, providing the Union the right to access new employee orientations and obtain bargaining unit member contact information and implement a 2% pay incentive for bargaining unit members who obtain a Pipeline and Hazardous Materials Safety Administration (PHMSA) Qualified Evaluator certification.

BACKGROUND

On June 2, 2017, Governor Brown signed AB 119 into law. The law applies to public agencies, including special districts. The law requires that an exclusive representative be provided the right to access new employee orientations and compels collective bargaining processes related to the structure, time, and manner of such orientation access.

The Department of Transportation's PHMSA establishes certain tasks performed on natural gas pipelines as "Covered Tasks" which may only be performed by individuals qualified to perform those tasks. PHMSA requires each operator of a natural gas pipeline system to establish an Operator Qualification Plan which specifies the procedure to determine whether an individual is qualified to perform the covered tasks relevant to the operator's system. There are recognized criteria to establish an individual as a certified PHMSA Qualified Evaluator. It was identified that this qualification should align with other similar certification pay conditions provided to Teamsters bargaining unit members.

Pursuant to the provisions of the Meyers-Milias-Brown Act, City and Teamsters representatives met and conferred in good faith on these matters and a Side Letter Agreement was entered on September 7, 2017 between the City of Pittsburgh and the Teamsters Local Union 856 as an amendment to the memorandum of understanding (MOU) covering the term of July 1, 2015 to June 30, 2018.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The adoption of the resolution will allow staff to implement modifications to the MOU as specified in the Side Letter Agreement to provide the Union the right to access new employee orientations and obtain bargaining unit member contact information and implement a 2% pay incentive for bargaining unit members who obtain a PHMSA Qualified Evaluator certification.

ATTACHMENTS: Resolution
Side Letter Agreement, dated September 7, 2017 (Exhibit A)

Report Prepared By: Stacy R. Shell, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution to Approve a Side Letter)
Agreement between the City of Pittsburgh)
and Teamsters Local Union 856)

RESOLUTION NO. 17-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, on June 1, 2015, the City Council adopted Resolution No. 15-13049 for the propose of adopting the Memorandum of Understanding (MOU) between the City of Pittsburgh and the Teamsters Union Local 856; and,

WHEREAS, subsequent to the adoption of the MOU, the City of Pittsburgh and the Teamsters Union Local 856 agreed to new employee orientation and certification incentive pay changes to the MOU that are reflected in a Side Letter Agreement (Exhibit A); and,

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

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2. The Side Letter Agreement, amending the MOU between the City of Pittsburgh and Teamsters Union Local 856 attached hereto as Exhibit A is approved.

Section 4. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 2nd day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Marilyn Craft, Mayor

Alice E. Evenson, City Clerk

**Side Letter of Agreement
Between the City of Pittsburgh and Teamsters Local 856**

This will confirm that the representatives of the City of Pittsburgh ("City") and the Teamsters Local 856 ("Teamsters") have met and conferred and have agreed to the following modifications of their memorandum of understanding ("MOU") covering the term July 1, 2015 through June 30, 2018 as follows:

The parties agree to modify the following paragraph under Section 3.3 – Agency Shop Compliance:

1. New Employees – Upon request by Teamsters, the City shall furnish Teamsters with copies of Employee Authorization for Payroll Deductions documents related to agency shop deductions executed by new employees. New employees shall be given the Teamsters current membership and Democratic, Republican, Independent Voter Education (DRIVE) forms. Within thirty (30) days of hiring, the City shall provide the name, job title, department, work location and telephone number, home address and telephone number, personal cellular telephone number, and personal email address on file with the City of the new employee in this bargaining unit to Teamsters.
 - a. The City shall provide Teamsters written notice of new employee orientations for employees in this bargaining unit at least ten (10) business days prior to the event. Teamsters representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during Teamsters presentation. The City shall provide an adequate and reasonable amount of release time for designated officers and representatives of Teamsters to participate in the new employee orientations. The Employer shall make available for download from its website a copy of this Agreement, the current salary schedule, and a list of all job classifications represented by Teamsters. Teamsters may file grievances at step two of the grievance procedure for alleged violations of this agreement.

The parties agree to modify the following paragraph under Section 3.6 – Membership Listing:

Every 120 days, the City shall produce and provide to Teamsters a listing of the name, job title, department, work location and telephone number, home address and telephone number, personal cellular telephone number, and personal email address on file with the City of all represented employees.

**Side Letter of Agreement
Between the City of Pittsburg and Teamsters Local 856**

The parties agree to modify the following paragraph under Section 6.7 – Certification Pay:

- o. An employee who possesses an Underground Storage Tank and/or Pipeline and Hazardous Materials Safety Administration Qualified Evaluator certification shall receive two percent (2%) per month.

There shall be no change to any other portion of Section 3.3 – Agency Shop Compliance, Section 3.6 – Membership Listing, Section 6.7 – Certification Pay, or to any section(s) of the existing agreement other than those identified in this and any preceding Side Letter of Agreements.

Dated: 9/7/17

TEAMSTERS

By 
Jonathan Wright
Regional Director

CITY OF PITTSBURG

By 
Joe Sbranti
City Manager

By 
Stacy Shell
Director of Human Resources



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

DATE: 9/15/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Receive and File the Amended Treasurer's Report for the Quarter Ending June 30, 2017

MEETING DATE: 10/2/2017

EXECUTIVE SUMMARY

Attached is the amended Treasurer's Report for the fiscal quarter ending June 30, 2017, which includes detailed information on the City and Successor Agency's (Agency) investments.

FISCAL IMPACT

The City's expenditure requirements for the next six months are covered by anticipated revenues from City operations and liquidity from maturing investments. The difference between market value and cost as of June 30, 2017 will be reflected in the City's financial statements for Fiscal Year 2016-17 as an adjustment to interest income for each of the City's funds on a pro rata basis as required by Governmental Accounting Standards Board Statement Number 31. The original has been amended to reflect funds with trustees and associated market value fluctuations.

RECOMMENDATION

City Council accepts the amended Treasurer's Report for the quarter ending June 30, 2017 for information purposes only.

BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

The City and the Agency's investment portfolio increased by \$21.4 million during the third quarter of Fiscal Year 2016-17, from \$114.7 million on March 31, 2017 to \$136.1 million on June 30, 2017 (Table I). The primary increases are due to receipts of 1) Property Tax revenue, (2) IBank project reimbursements and 3) Successor Agency debt service prefunding for Fiscal Year 2017-18.

Of the total cash and investments reported above, only the portions held in the City's General Fund, \$35.9 million (26.4%) and Internal Service Funds, \$4.8 million (3.5%) are unrestricted, although a portion of these amounts may be committed for existing obligations or designated for specific purposes. The remaining \$95.4 million (70.1%) of the City's cash and investments are restricted for specific uses, in accordance with Federal, State or Local agency rules and regulations.

The investment report includes all cash and investments as summarized in the attached tables as of June 30, 2017. Investment income for the quarter was \$289,868. The portfolio's total return for the quarter was 0.50%, which outperformed the 0.34% return set by Bank of America Merrill Lynch 0-5 Year U.S. Treasury Index (City's performance benchmark). The portfolio's average yield (excluding Bonded Debt Portfolio) for the quarter was 1.62%.

The City and Successor Agency's investments are managed by the City's registered investment advisor, PFM Asset Management (PFM). PFM is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities. A review of this quarter's investment performance prepared by PFM is attached.

As of June 30, 2017, investments in the State's Local Agency Investment Fund (LAIF) were \$33,800,000. Earning from LAIF was 0.92 % and LAIF investments portfolio composed of 60.79% U.S. Treasuries and Agency notes, 27.73% in Time Deposits and Bank Notes and 11.48% in other types of investments. A detailed investment performance of LAIF investments is listed on Table III of The Treasury Report.

Governmental Accounting Standards Board Statement 40 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for LAIF and from the City's registered investment advisors and bond trustees for longer-term investments. These market valuations are subject to daily changes in market value. The change in market value is considered temporary in nature, as it is the City's general intention to hold its investments until maturity, when they would be redeemed at market value.

ATTACHMENTS: Letter from City Treasurer
Table I – Cash & Investment Portfolio
Table II – Investment by Type
Table III – LAIF Summary
Review of Investment Performance Report by PFM Asset Management

Report Prepared By: Krista Nuxoll, Financial Analyst

Report Reviewed By: Brad Farmer, Director of Finance



**City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565**

September 15, 2017

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Amended Treasury Report for the quarter ending June 30, 2017, and find that it complies with the Investment Policy established by my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy Parent". The signature is fluid and cursive, with a large initial "N" and a long, sweeping underline.

Nancy Parent
City Treasurer

CITY OF PITTSBURG
Cash & Investment Portfolio
FY 2016/17- 4th Quarter

Table I

DESCRIPTION	BALANCE 03/31/17	BALANCE, 06/30/17	FAIR MKT VALUE (6/2017 Factor)
<u>CASH & INVESTMENTS:</u>			
LAIF City Operating	\$ 23,000,000	\$ 33,800,000	\$ 33,764,195
Operating Cash & Investment Accounts	54,637,356	55,023,284	54,768,499
TOTAL CITY INVESTMENTS:	\$ 77,637,356	\$ 88,823,284	\$ 88,532,694
<u>FISCAL AGENT INVESTMENTS:</u>			
Miscellaneous Debt Service Operating Accounts	\$ 86,082	\$ 86,130	\$ 86,130
Pension Obligation Bond-Reserve Funds	2,816,367	2,817,501	2,817,501
Assessment District Bonds-Reserve Funds	2,767,403	2,768,903	2,768,903
Tax Allocation (TAB) Bonds Restricted Reserves Funds	31,329,729	41,582,655	41,602,401
Water Revenue Bonds	25,886	25,898	25,898
TOTAL FISCAL AGENT INVESTMENTS:	\$ 37,025,466	\$ 47,281,087	\$ 47,300,833
TOTAL CASH & INVESTMENTS PER GL	\$ 114,662,822	\$ 136,104,371	\$ 135,833,526

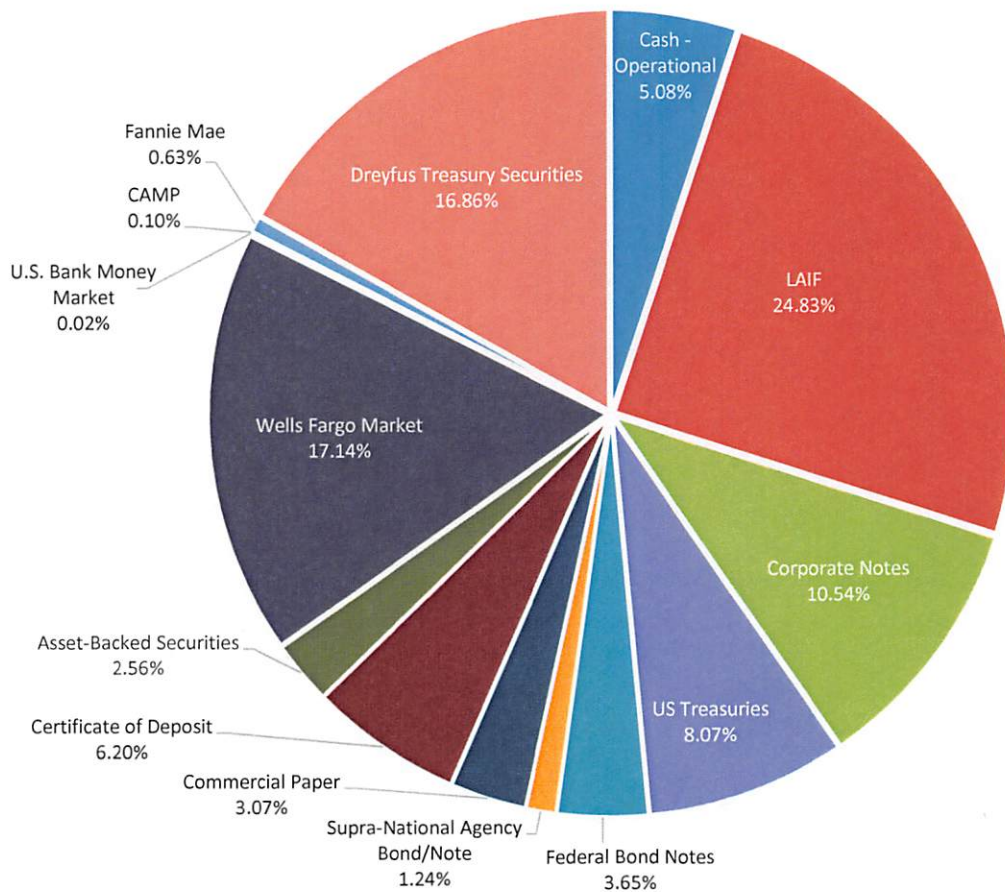
Balance between City's cost and PFM's statements (attached) have a variance of \$399. This difference is due to how PFM accounts for sales of securities vs. how Wells Fargo, our custodial bank, accounts for the sale of securities.

City of Pittsburgh
Investment by Type as of June 30, 2017

Table II

Description	Amount		Avg Yield	Average Duration or Maturity Date
Cash - Operational	\$ 6,918,787	5.08%	N/A	N/A
LAIF	33,800,000	24.83%	0.92%	180 days
Corporate Notes	14,349,060	10.54%	2.07%	864 days
US Treasuries	10,981,262	8.07%	1.63%	1,413 days
Federal Bond Notes	4,971,591	3.65%	1.46%	791 days
Supra-National Agency Bond/Note	1,691,556	1.24%	1.23%	739 days
Commercial Paper	4,173,301	3.07%	1.37%	120 days
Certificate of Deposit	8,434,267	6.20%	1.63%	427 days
Asset-Backed Securities	3,484,667	2.56%	1.68%	1,441 days
Wells Fargo Market	23,328,383	17.14%	0.34%	47 days
U.S. Bank Money Market	25,898	0.02%	0.20%	N/A
CAMP	136,148	0.10%	1.05%	N/A
Fannie Mae	858,771	0.63%	1.25%	N/A
Dreyfus Treasury Securities	22,950,680	16.86%	0.61%	36 days
GRAND TOTAL:	\$ 136,104,371	100.00%		

City of Pittsburgh
Investments by type (June 30, 2017)





**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



TABLE III

PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
06/19/17	0.98	0.92	183
06/20/17	0.98	0.92	182
06/21/17	0.99	0.92	181
06/22/17	1.00	0.92	186
06/23/17	1.00	0.92	188
06/24/17	1.00	0.92	188
06/25/17	1.00	0.92	188
06/26/17	1.01	0.93	184
06/27/17	1.01	0.93	182
06/28/17	1.01	0.93	182
06/29/17	1.01	0.93	181
06/30/17	1.03	0.93	194
07/01/17	1.03	1.03	194
07/02/17	1.03	1.03	194
07/03/17	1.03	1.03	199
07/04/17	1.03	1.03	199
07/05/17	1.04	1.03	197
07/06/17	1.04	1.03	196
07/07/17	1.04	1.04	195
07/08/17	1.04	1.04	195
07/09/17	1.04	1.04	195
07/10/17	1.05	1.04	192
07/11/17	1.04	1.04	194
07/12/17	1.05	1.04	194
07/13/17	1.05	1.04	192
07/14/17	1.05	1.04	193
07/15/17	1.05	1.04	193
07/16/17	1.05	1.04	193
07/17/17	1.05	1.04	191
07/18/17	1.05	1.04	190
07/19/17	1.05	1.04	193

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

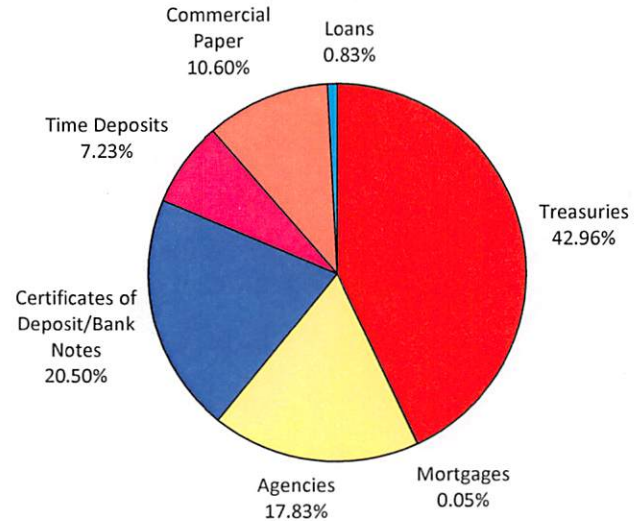
Quarter Ending 06/30/17

Apportionment Rate: 0.92%
 Earnings Ratio: .00002531309414880
 Fair Value Factor: 0.998940671
 Daily: 1.03%
 Quarter to Date: 0.93%
 Average Life: 194

**PMIA Average Monthly
Effective Yields**

June 2017 0.978%
 May 2017 0.925%
 Apr 2017 0.884%

**Pooled Money Investment Account
Portfolio Composition
06/30/17
\$77.6 billion**



Based on data available as of 7/19/2017



CITY OF PITTSBURG

Investment Performance Review For the Quarter Ended June 30, 2017

Client Management Team

Monique Spyke, Managing Director

Izac Chyou, Senior Managing Consultant

PFM Asset Management LLC

50 California Street, Suite 2300

San Francisco, CA 94111

415-982-5544

One Keystone Plaza, Suite 300

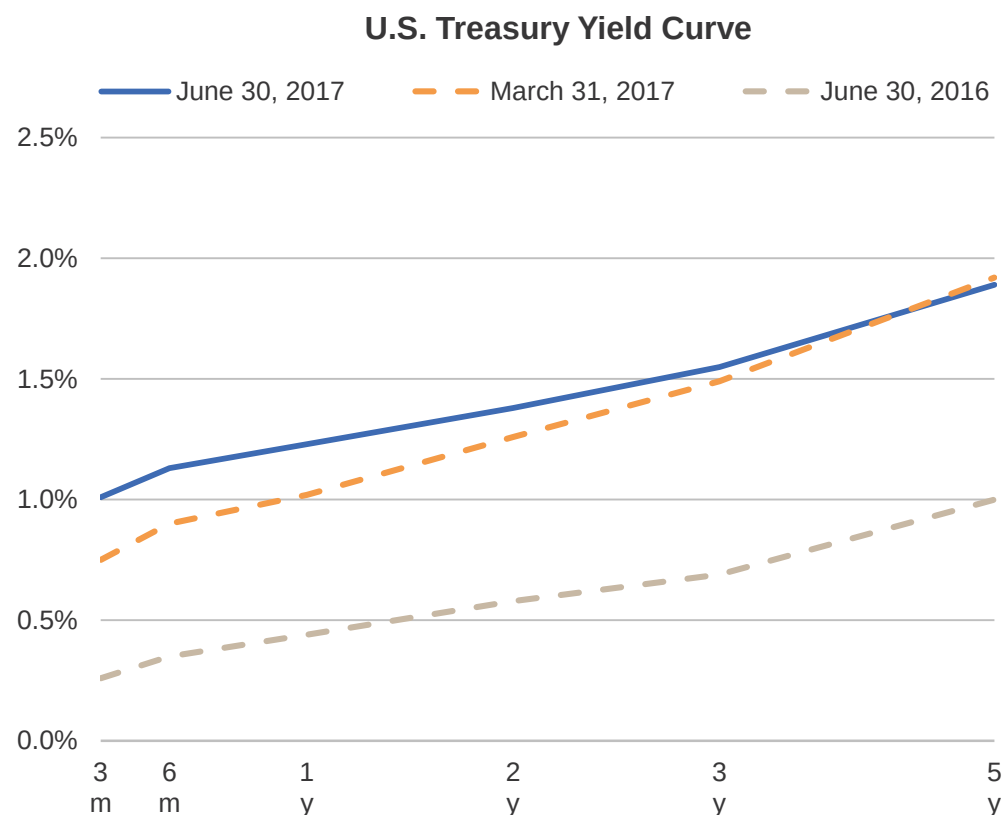
Harrisburg, PA 17101-2044

717-232-2723

Market Update

Short-Term Yields Higher but Curve Flatter in Second Quarter

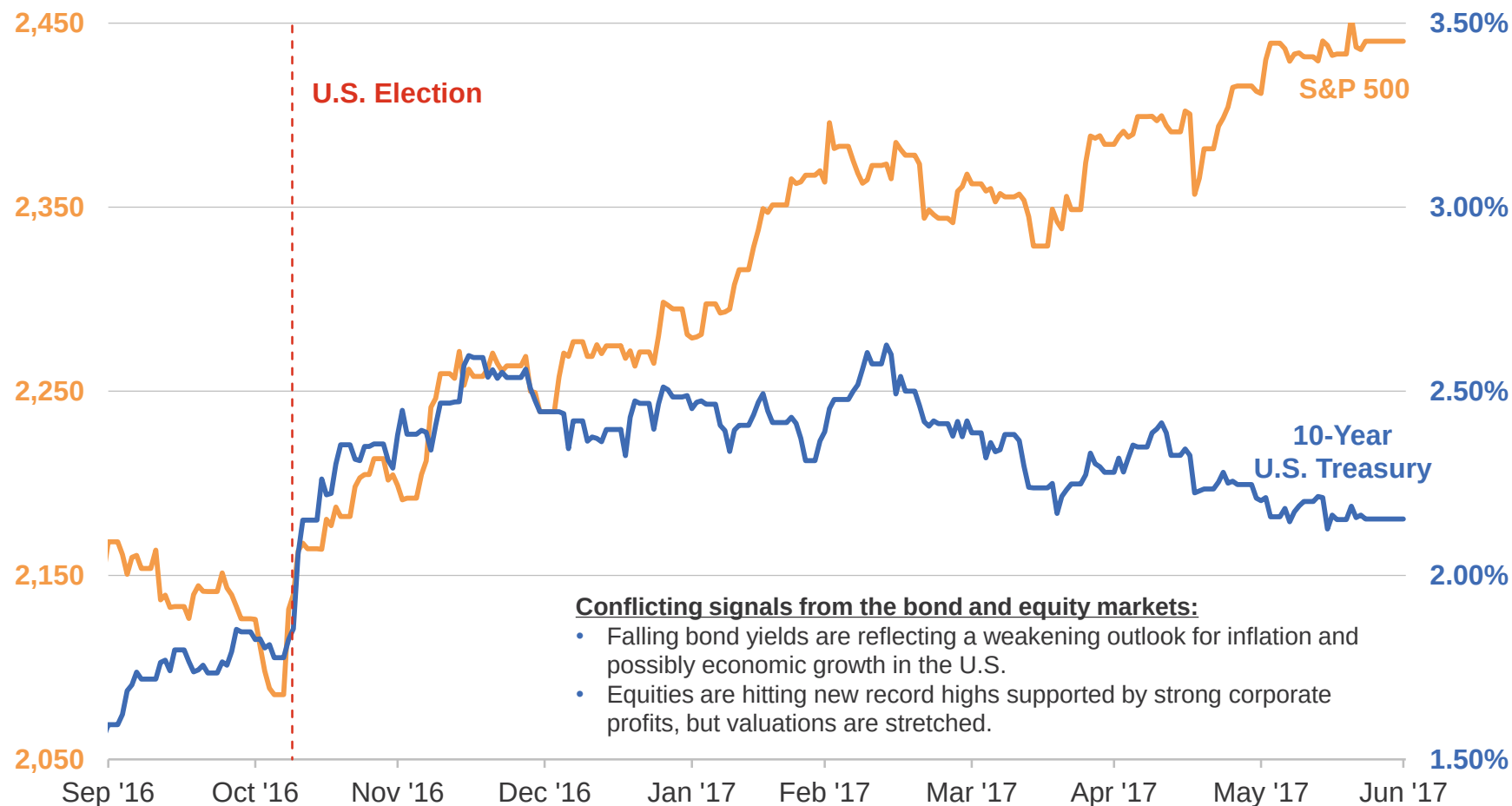
- Treasury yields are substantially higher compared to a year ago, with short-term yields rising in response to the Fed raising rates to normalize policy, while longer-term yields have come down in response to lower inflation expectations.



Maturity	03/31/17	06/30/17	Change
3-Mo.	0.75	1.01	0.26
6-Mo.	0.90	1.13	0.23
1-Yr.	1.02	1.23	0.21
2-Yr.	1.26	1.38	0.12
3-Yr.	1.49	1.55	0.06
5-Yr.	1.92	1.89	-0.03
10-Yr.	2.39	2.31	-0.08
20-Yr.	2.76	2.61	-0.15
30-Yr.	3.02	2.84	-0.18

Source: Bloomberg, as of 6/30/17.

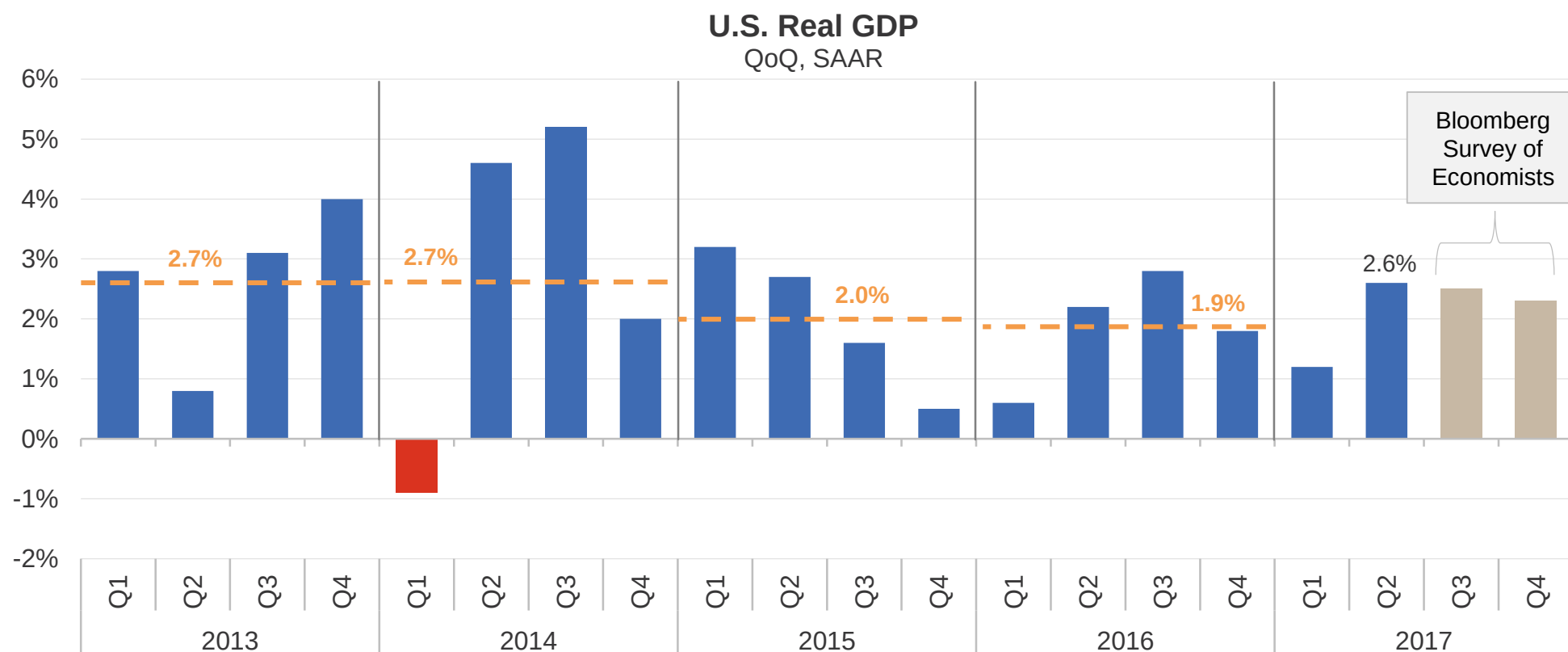
A Tale of Two Markets



Source: The WSJ Daily Shot, Bloomberg, as of 6/30/17.

Economic Growth

- ◆ Gross domestic product increased at an annualized rate of 2.6% in the second quarter of 2017.
- ◆ All four major components contributed positively to economic growth, with personal consumption bouncing back and adding 1.9% to the top line. Gross private investments, net exports, and government consumption were more modest, contributing 0.7% in total to second quarter GDP.

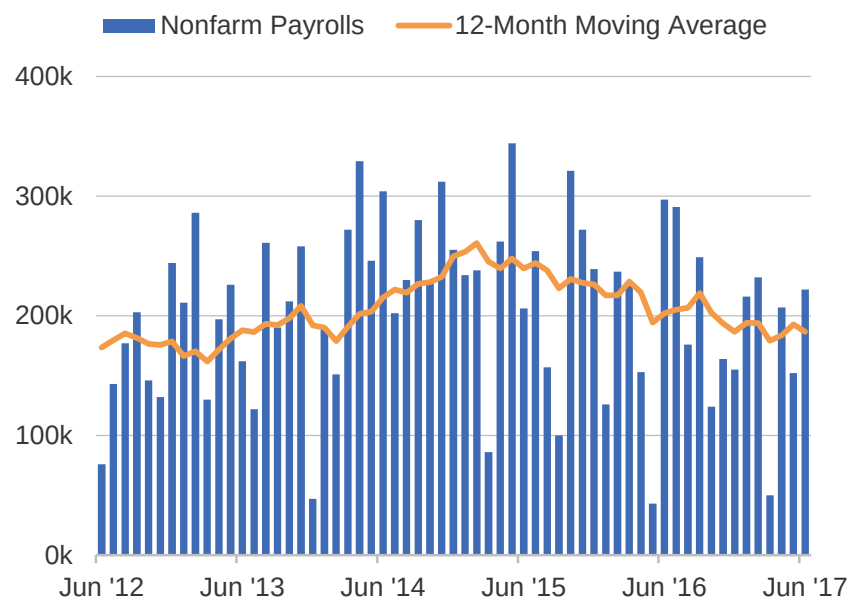


Source: Bloomberg, as of 7/28/17. SAAR is seasonally adjusted annualized rate. Orange dashes denotes four-quarter averages.

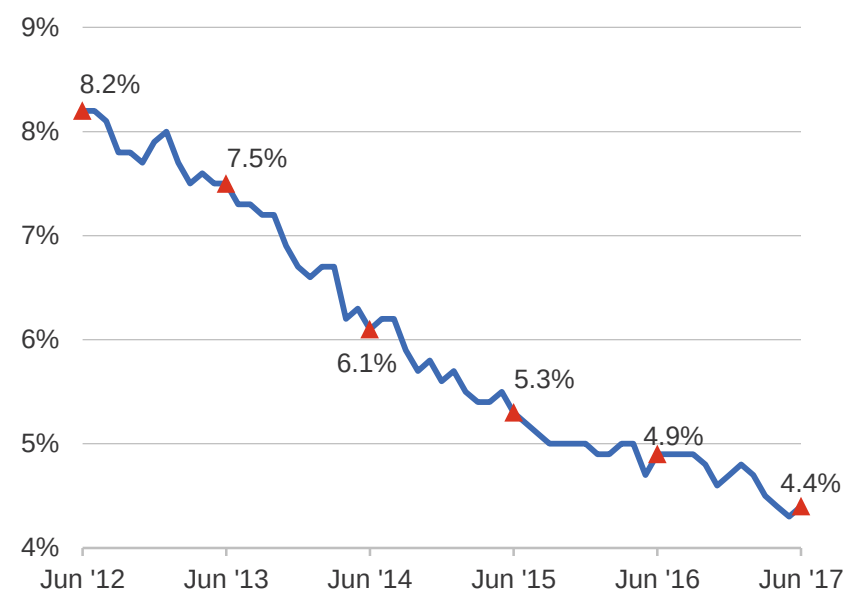
Labor Market Strength Continues

- The U.S. labor market continued to improve, adding 581,000 jobs in the second quarter and an average of 187,000 jobs per month over the past year.
- The headline unemployment rate and the labor force participation rate ticked up to 4.4% and 62.8%, respectively. The U-6 rate, which includes underemployed and discouraged workers, ended the quarter at 8.6%—the lowest since 2007.
- Average hourly earnings—an important gauge of wage growth—grew 2.5% over the past 12 months.

Monthly Change in Nonfarm Payrolls

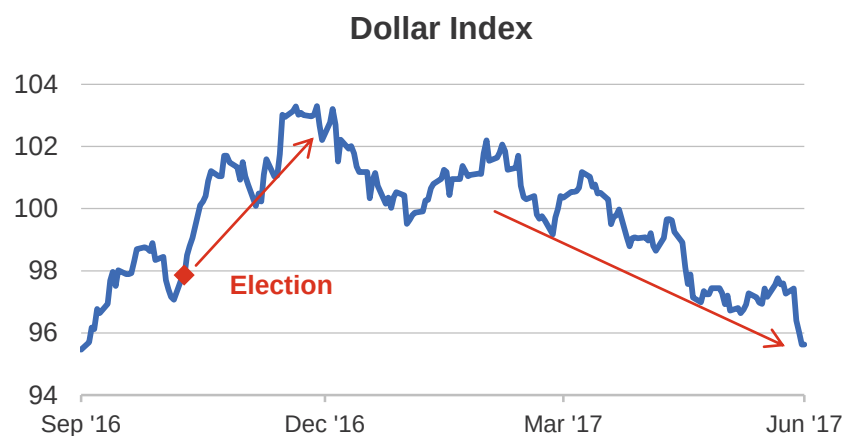
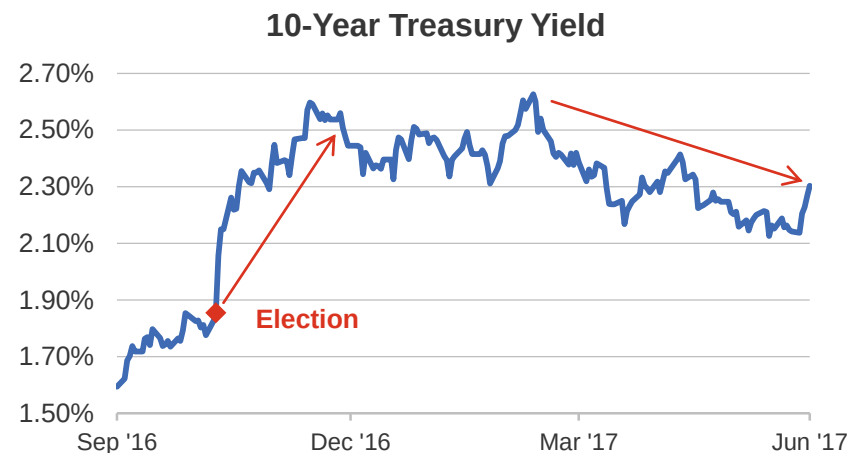
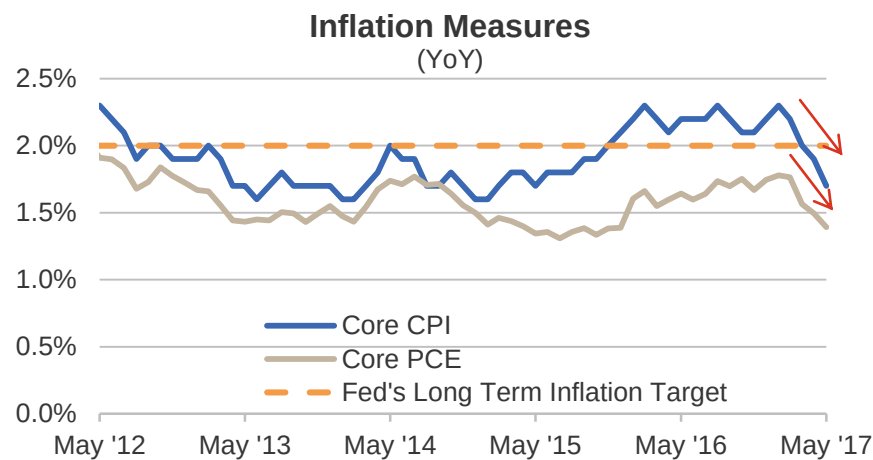


Unemployment Rate



Source: Bloomberg, as of 6/30/17.

Inflation Trend Reverses



Source: Bloomberg, as of 6/30/17. Post-election period is 11/08/16-1/20/17, post-inauguration period is 1/20/17-6/30/17.

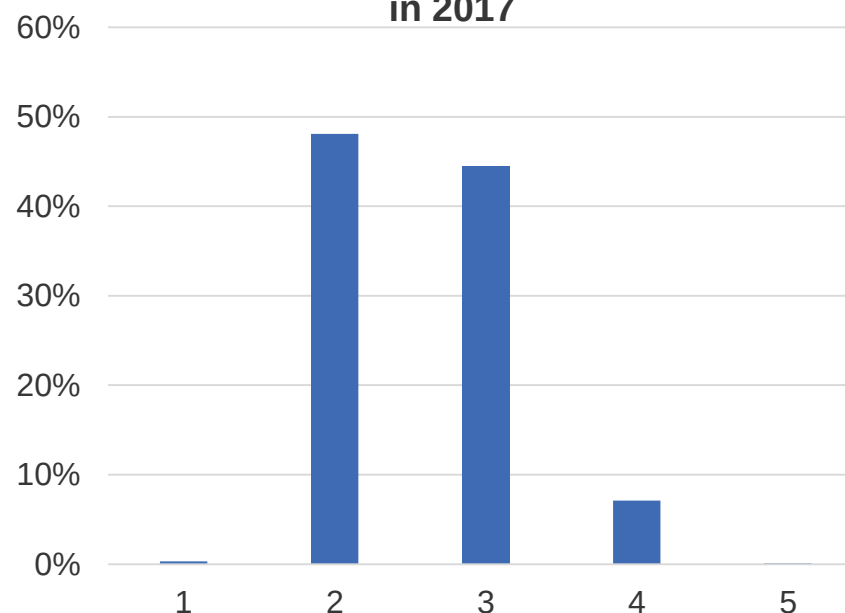
Fed Rate Hikes Expected in 2017

- On June 14, the Federal Open Market Committee (FOMC) raised rates for the fourth time since the recession by 25bps, lifting its target rate to 1.00% - 1.25%.
- Market implied probabilities indicate that there is a 52% chance of the Fed raising rates at their December meeting. Additionally, the market has priced in a 45% chance of one more hike this year.

Probability of Fed Rate Hike

Meeting	6/30/2017
7/26/2017	0%
9/20/2017	16%
11/1/2017	17%
12/13/2017	52%
1/31/2018	53%

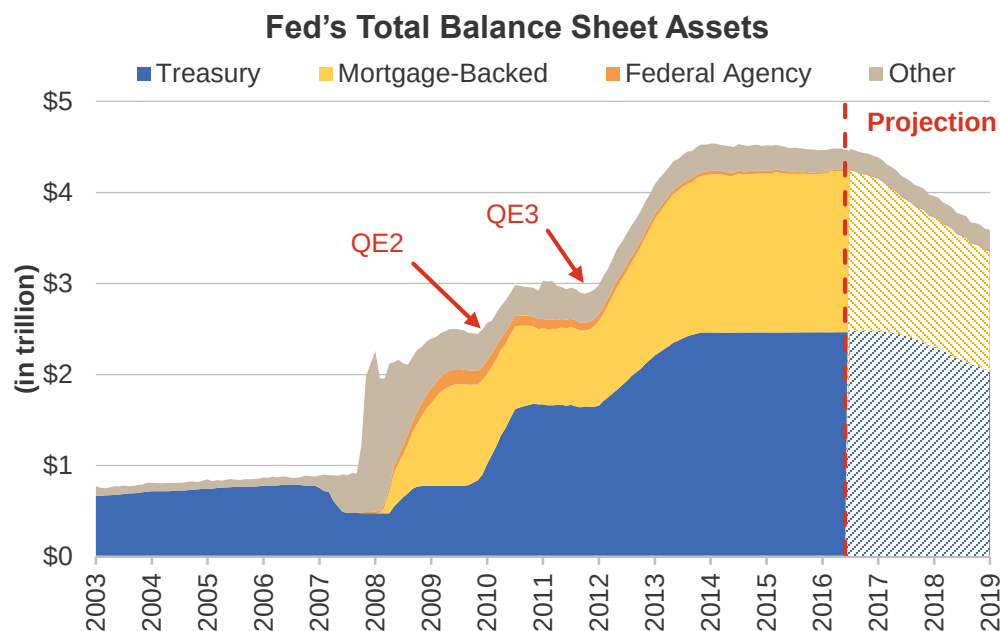
Number of Total Rate Hikes Expected in 2017



Source: Bloomberg, based on Fed Funds Futures (Effective rate) by Bloomberg.

Fed's Balance Sheet Normalization Plan

- At the June FOMC meeting, the Federal Reserve laid out its plan to reduce the size of its balance sheet, which stands at \$4.5 trillion after multiple rounds of quantitative easing following the 2007 financial crisis. Fed officials expect to begin implementing the program this year, provided the economy evolves broadly as anticipated.
- The Fed plans to gradually reduce its holdings by decreasing reinvestments of principal payments on its U.S. Treasury and agency mortgage-backed securities. The pace of this decline will be limited by a cap that starts at \$10 billion per month, increasing every three months until it reaches \$50 billion per month.



(in billion)	Treasury Holdings	Agency MBS Holdings	Total Fed Assets
Dec 2017	\$2,465	\$1,770	\$4,470
Dec 2019 (Projected)	\$2,035	\$1,410*	\$3,680
Difference:	\$430	\$360*	\$790

*MBS projection assumes that principal payments will always exceed the cap over the horizon period (i.e. the monthly run off amount is equal to the cap).

Source: Bloomberg, The Federal Reserve, FRB of St. Louis, as of 6/15/17. Projection is based on maturity schedule of Fed's Treasury holdings and caps on reinvestments as described in FOMC's June 2017 addendum to the Policy Normalization Principles and Plans, assuming normalization begins in January 2018.

Portfolio Review

Security Type	Original Cost	Market Value	% of Portfolio	In Compliance	Average Maturity ¹	Average Yield ¹
Cash Equivalents	\$6,918,787	\$6,918,787	7.8%	✓	1	0.00%
Money Market Funds	\$18,793	\$18,793	<0.1%	✓	1	0.33%
Investment Pools	\$33,800,000	\$33,764,195	38.1%	✓	1	0.92%
Total Liquidity	\$40,737,580	\$40,701,775	46.0%		1	0.76%
U.S. Treasury Notes ²	\$10,981,062	\$10,927,633	12.3%	✓	1,426	1.63%
Federal Agency Securities ³	\$4,971,392	\$4,956,769	5.6%	✓	760	1.46%
Supranational Securities	\$1,691,556	\$1,686,411	1.9%	✓	648	1.23%
Negotiable Certificates of Deposit	\$8,434,267	\$8,449,034	9.5%	✓	389	1.63%
Medium-Term Corporate Notes	\$14,349,060	\$14,141,732	16.0%	✓	873	2.06%
Asset-Backed Securities	\$3,484,667	\$3,482,606	3.9%	✓	1,414	1.68%
Commercial Paper	\$4,173,301	\$4,186,733	4.7%	✓	139	1.37%
Total Securities	\$48,085,305	\$47,830,918	54.0%		870	2.35%
Total Portfolio	\$88,822,885	\$88,532,693	100.0%		472	1.62%
Bonded Debt Portfolio	\$47,281,087	\$47,300,833				0.47%
Total	\$136,103,972	\$135,833,526				1.22%

1. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days.

2. Due to different disposal values applied by Wells Fargo and PFM, original cost value of U.S. Treasury bond with CUSIP 912828Q78 differs by \$200.11.

3. Due to different disposal values applied by Wells Fargo and PFM, original cost value of Federal Agency bond with CUSIP 3135G0N82 differs by \$199.15.

Issuer	Original Cost	Market Value	% of Portfolio	% Permitted by Policy	In Compliance	Average Maturity ¹	Average Yield ¹
Cash Equivalents	6,918,787	6,918,787	7.8%			1	0.00%
Bank	6,918,787	6,918,787	7.8%	100%	✓	1	0.00%
Money Market Funds	18,793	18,793	<0.1%			1	0.33%
Wells Fargo	18,793	18,793	<0.1%	10%	✓	1	0.33%
Investment Pools	33,800,000	33,764,195	38.1%			1	0.92%
Local Agency Investment Fund	33,800,000	33,764,195	38.1%	\$65 million	✓	1	0.92%
U.S. Treasury Notes	10,981,062	10,927,633	12.3%			1426	1.63%
U.S. Treasury ²	10,981,062	10,927,633	12.3%	100%	✓	1426	1.63%
Federal Agency Securities	4,971,392	4,956,769	5.6%			760	1.46%
FHLB	329,980	329,855	0.4%	100%	✓	626	1.38%
FHLMC	951,734	949,351	1.1%	100%	✓	1025	1.49%
FNMA ³	3,689,678	3,677,562	4.2%	100%	✓	704	1.46%
Commercial Paper	4,173,301	4,186,733	4.7%			139	1.37%
Bank of Tokyo Mitsubishi CP	1,087,506	1,090,844	1.2%	5%	✓	210	1.54%
BNP Paribas	939,604	939,428	1.1%	5%	✓	266	1.49%
Credit Agricole SA	1,391,416	1,398,222	1.6%	5%	✓	38	1.25%
Rabobank	754,775	758,239	0.9%	5%	✓	67	1.20%
Negotiable Certificates of Deposit	8,434,267	8,449,034	9.5%			389	1.63%
Bank of Nova Scotia (Houston)	1,150,000	1,149,323	1.3%	5%	✓	644	1.91%
Bank of Montreal Chicago	945,000	950,493	1.1%	5%	✓	587	1.90%
Canadian Imperial Bank	939,267	943,938	1.1%	5%	✓	518	1.78%
HSBC USA	1,150,000	1,152,482	1.3%	5%	✓	140	0.97%
Nordea Bank	940,000	943,938	1.1%	5%	✓	518	1.74%
Norinchukin Bank NY	715,000	715,136	0.8%	5%	✓	133	1.40%
Royal Bank of Canada (New York)	695,000	696,263	0.8%	5%	✓	252	1.69%
Skandinaviska Enskilda NY	1,150,000	1,149,500	1.3%	5%	✓	139	1.48%
Svenska Handelsbanken	750,000	747,963	0.8%	5%	✓	559	1.91%

1. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days. Per issuer limit.

2. Due to different disposal values applied by Wells Fargo and PFM, original cost value of U.S. Treasury bond with CUSIP 912828Q78 differs by \$200.11.

3. Due to different disposal values applied by Wells Fargo and PFM, original cost value of Federal Agency bond with CUSIP 3135G0N82 differs by \$199.15.

Issuer	Original Cost	Market Value	% of Portfolio	% Permitted by Policy	In Compliance	Average Maturity ¹	Average Yield ¹
Medium-Term Corporate Notes	14,349,060	14,141,732	16.0%			873	2.06%
American Express Company	429,553	432,046	0.5%	5%	✓	977	2.24%
American Honda Finance	299,574	300,657	0.3%	5%	✓	959	2.05%
Apple Inc.	1,566,302	1,574,625	1.8%	5%	✓	675	2.01%
BB&T Bank	715,361	720,489	0.8%	5%	✓	1736	2.59%
Bank of New York	1,000,460	1,006,992	1.1%	5%	✓	1683	2.59%
Berkshire Hathaway	294,745	294,304	0.3%	5%	✓	698	1.53%
John Deere	979,224	982,424	1.1%	5%	✓	437	1.82%
Walt Disney Corporation	149,961	150,468	0.2%	5%	✓	978	1.96%
General Electric	922,668	921,427	1.0%	5%	✓	276	1.52%
Home Depot	234,864	235,107	0.3%	5%	✓	1071	1.82%
IBM	1,919,346	1,676,239	1.9%	5%	✓	472	1.88%
JP Morgan Chase	1,986,282	2,001,188	2.3%	5%	✓	937	2.36%
Pepsi Co.	354,734	354,881	0.4%	5%	✓	671	1.59%
State Street	463,499	463,544	0.5%	5%	✓	1145	1.94%
Toyota	1,560,577	1,570,826	1.8%	5%	✓	748	2.12%
Wells Fargo	1,471,910	1,456,514	1.6%	5%	✓	1256	2.04%
Asset-Backed Securities	3,484,667	3,482,606	3.9%			1414	1.68%
Ally Auto	689,922	689,986	0.8%	5%	✓	1496	1.77%
American Express Company Credit	539,913	539,575	0.6%	5%	✓	1629	1.65%
CNH Equipment Trust	604,977	606,274	0.7%	5%	✓	1111	1.80%
Ford Motor Credit	314,999	314,767	0.4%	5%	✓	1446	1.67%
Honda Auto Receivables	469,959	469,285	0.5%	5%	✓	1508	1.68%
Hyundai Auto Receivables	684,916	682,988	0.8%	5%	✓	1398	1.56%
John Deere Owner Trust	179,980	179,731	0.2%	5%	✓	1241	1.54%
Supranational Securities	1,691,556	1,686,411	1.9%			648	1.23%
Inter-American Development Bank	648,050	643,084	0.7%	100%	✓	682	1.10%
International Bank of Reconstruction and Develc	1,043,506	1,043,327	1.2%	100%	✓	627	1.31%
Total	88,822,885	88,532,693				472	1.62%

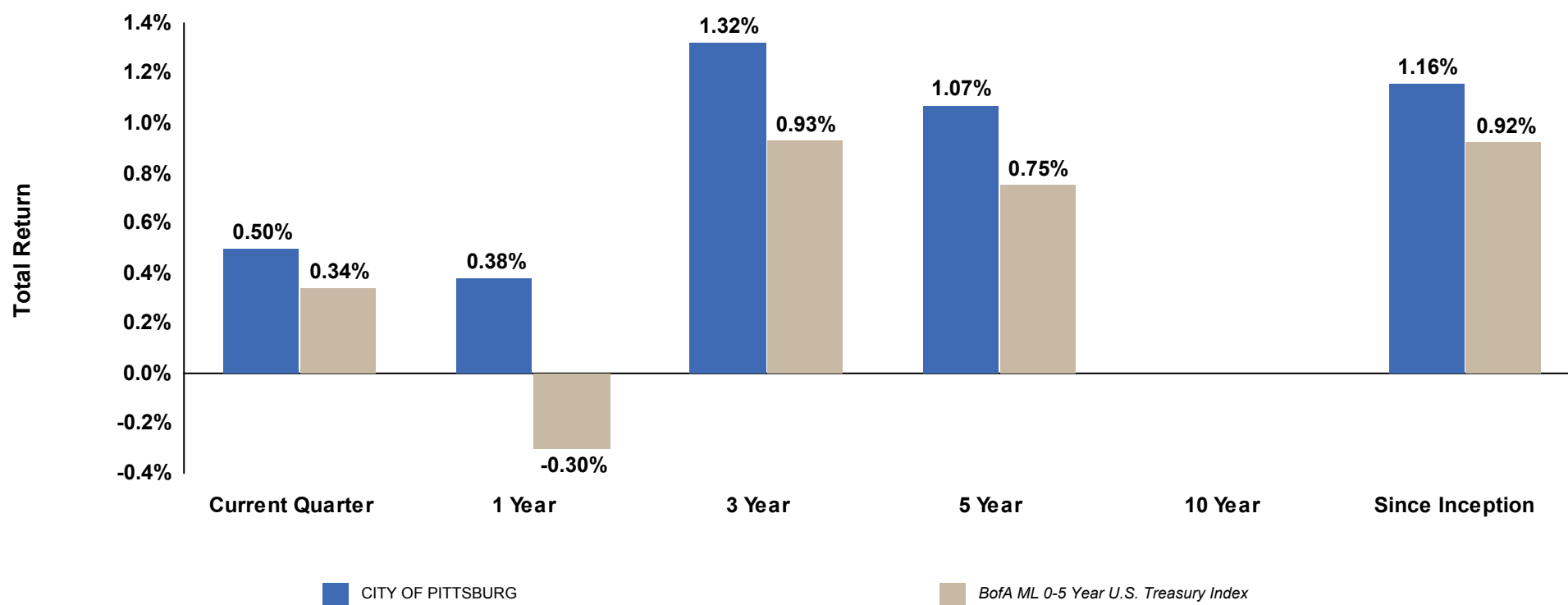
1. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days. Per issuer limit.

Portfolio Recap

- Short-term and long-term Treasury yields diverged during the second quarter as short-term (three years and under) yields moved higher, pricing in the Fed's June rate hike, while yields on longer-term maturities fell amid muted inflation and fading prospects for stimulative fiscal policy. As a result, the yield curve flattened, retracing all the steepening that took place following the U.S. presidential election.
- Our duration strategy is to remain relatively in line with the benchmark's duration unless we have a strong conviction that rates are not appropriately reflecting market risks and expectations. At quarter end, we aligned the portfolio duration with the benchmark duration since market conditions were consistent with moderate growth and the Fed is on track to gradually raise rates.
- Federal agency yield spreads narrowed further amid minimal new issuance, ending the quarter at historically tight levels.
- We maintained corporate allocations as the sector's additional income remained advantageous, and the sector benefited from further spread tightening.
- We participated in new AAA-rated asset-backed security (ABS) issues as ABS provide both enhanced diversification and incremental yield.
- In the money market space, short-term Treasury yields rose, repricing to reflect the Fed's ¼ percent June rate hike. The yield spread offered by commercial paper (CP) and certificates of deposit (CDs) tightened as the effects of money market reform and conviction about further Fed rate hikes faded.

Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	Annualized Return				
			1 Year	3 Year	5 Year	10 Year	Since Inception (09/30/10) *
CITY OF PITTSBURG	2.15	0.50%	0.38%	1.32%	1.07%	-	1.16%
BofA ML 0-5 Year U.S. Treasury Index	2.16	0.34%	-0.30%	0.93%	0.75%	-	0.92%
Difference		0.16%	0.68%	0.39%	0.32%	-	0.24%



Portfolio performance is gross of fees unless otherwise indicated. *Since Inception performance is not shown for periods less than one year.

Fiscal Year Performance			
Dollar Return ¹	FY17	FY16	FY15
Realized Gain/Loss	\$13,408	\$115,832	\$14,042
Net Interest Income	\$665,516	\$597,660	\$444,262
Realized Dollar Income	\$678,924	\$713,492	\$458,304
Income Return	1.43%	1.52%	1.09%
Unrealized Gain/Loss	\$(497,090)	\$308,971	\$153,225
Price Return	-1.05%	0.66%	0.31%
Total Dollar Return	\$181,834	\$1,022,463	\$611,529
Total Return^{2,3,4}			
City of Pittsburgh	0.38%	2.18%	1.41%
BofA ML 0-5 Year U.S. Treasury Index	-0.30%	1.98%	1.12%
Difference	0.68%	0.20%	0.29%

As of June 30, 2017.

1. Income calculated on an amortized cost basis.

2. Performance on trade-date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).

3. Bank of America Merrill Lynch Indices provided by Bloomberg Financial Markets.

4. Excludes collateralized certificates of deposit, cash, and pool balances from performance, earnings, and duration computations.

Portfolio Earnings*Quarter-Ended June 30, 2017*

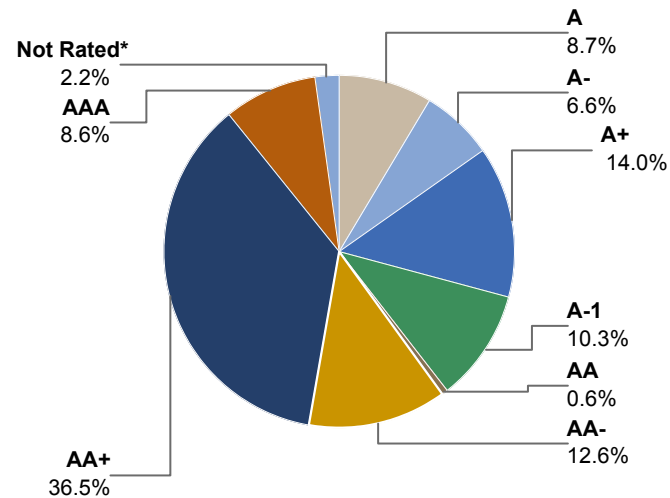
	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (03/30/2017)	\$47,615,546.59	\$47,647,110.34
Net Purchases/Sales	\$193,645.65	\$193,645.65
Change in Value	\$21,725.97	(\$23,035.38)
Ending Value (06/30/2017)	\$47,830,918.21	\$47,817,720.61
Interest Earned	\$215,704.12	\$215,704.12
Portfolio Earnings	\$237,430.09	\$192,668.74

Portfolio Statistics

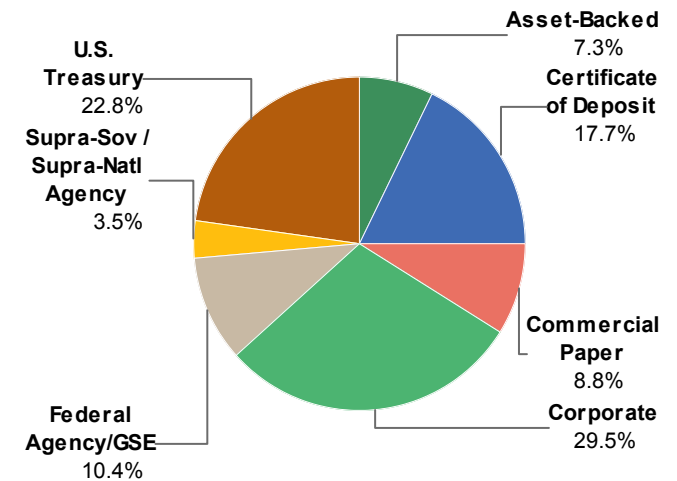
As of June 30, 2017

Par Value:	\$47,640,000
Total Market Value:	\$48,079,744
Security Market Value:	\$47,830,918
Accrued Interest:	\$230,034
Cash:	\$18,792
Amortized Cost:	\$47,817,721
Yield at Market:	1.64%
Yield at Cost:	1.71%
Effective Duration:	2.15 Years
Duration to Worst:	2.18 Years
Average Maturity:	2.39 Years
Average Credit: **	AA

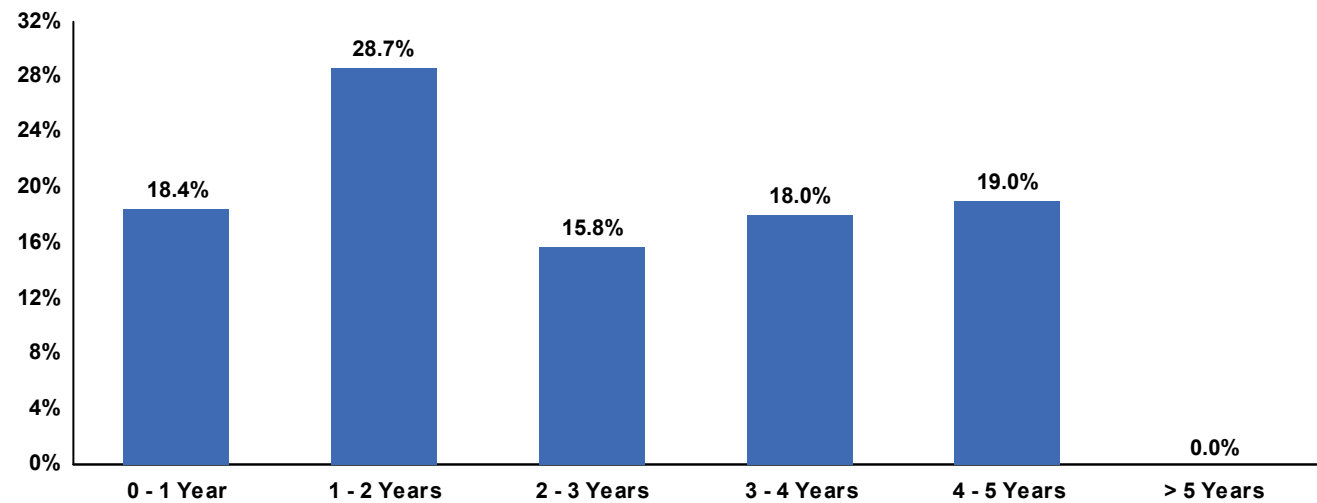
Credit Quality (S&P Ratings)



Sector Allocation



Maturity Distribution

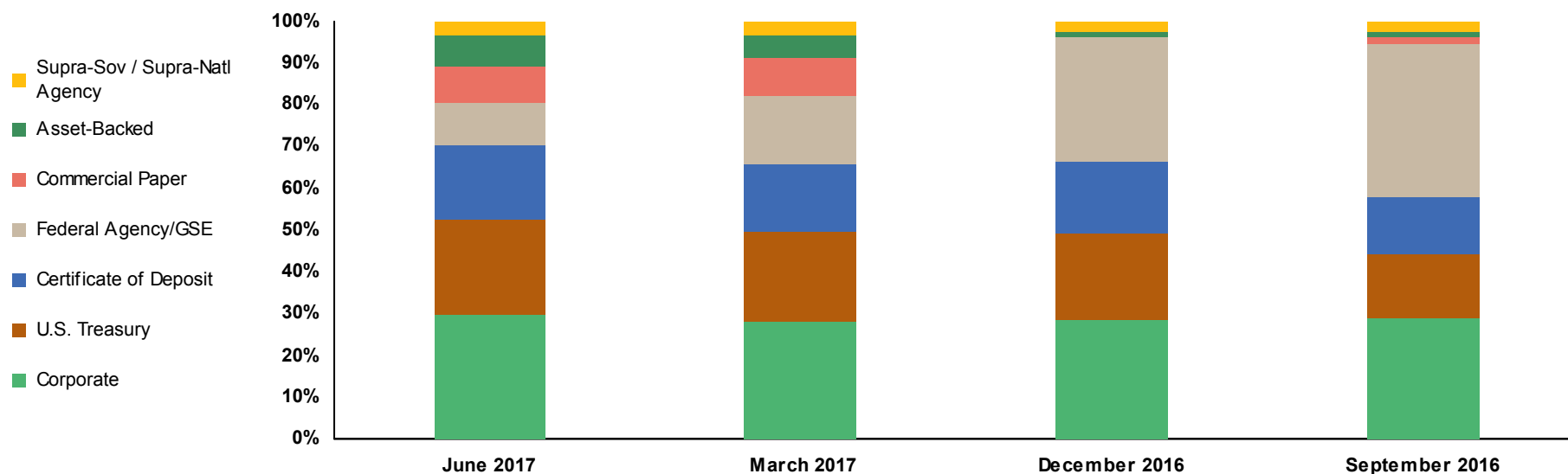


*Asset-backed securities rated Aaa by Moody's.

** An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation

Sector	June 30, 2017		March 31, 2017		December 31, 2016		September 30, 2016	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
Corporate	14.1	29.5%	13.5	28.3%	13.5	28.6%	13.7	28.8%
U.S. Treasury	10.9	22.8%	10.1	21.1%	9.7	20.5%	7.4	15.5%
Certificate of Deposit	8.4	17.7%	7.7	16.3%	8.3	17.6%	6.5	13.6%
Federal Agency/GSE	5.0	10.4%	7.9	16.5%	14.0	29.6%	17.3	36.5%
Commercial Paper	4.2	8.8%	4.3	9.1%	0.0	0.0%	0.9	1.9%
Asset-Backed	3.5	7.3%	2.5	5.2%	0.5	1.0%	0.5	1.0%
Supra-Sov / Supra-Natl Agency	1.7	3.5%	1.7	3.5%	1.3	2.7%	1.3	2.7%
Total	\$47.8	100.0%	\$47.6	100.0%	\$47.3	100.0%	\$47.5	100.0%

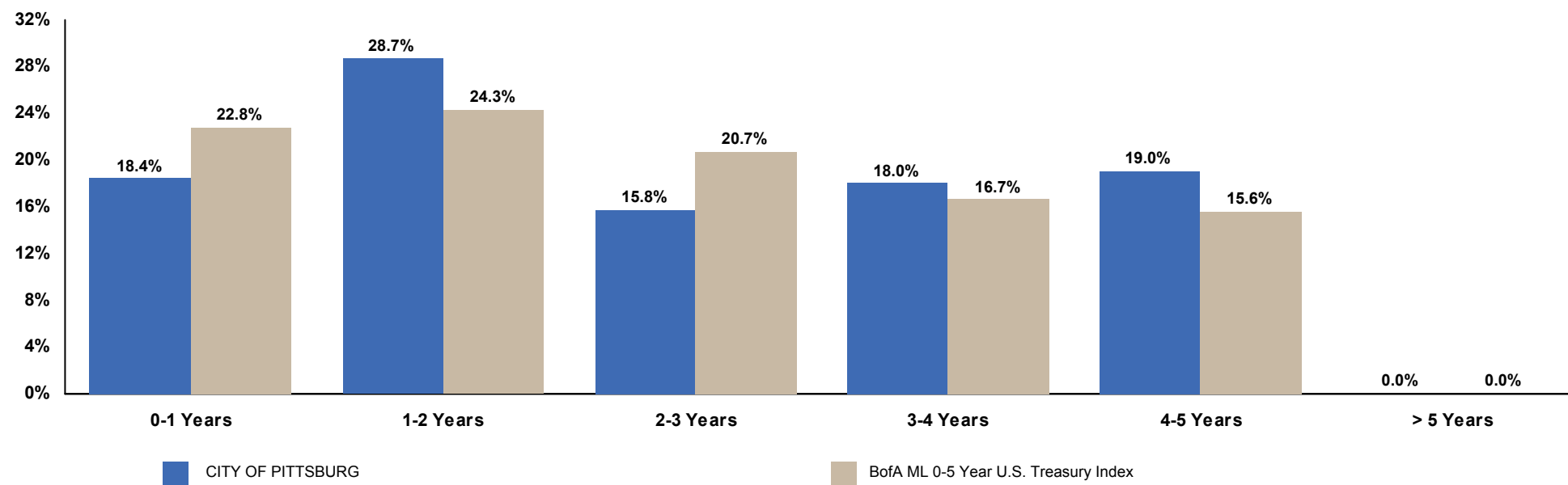


Detail may not add to total due to rounding.

Maturity Distribution

As of June 30, 2017

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF PITTSBURG	1.64%	2.39 yrs	18.4%	28.7%	15.8%	18.0%	19.0%	0.0%
BofA ML 0-5 Year U.S. Treasury Index	1.47%	2.31 yrs	22.8%	24.3%	20.7%	16.7%	15.6%	0.0%



Sector/Issuer Distribution

As of June 30, 2017

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Asset-Backed			
ALLY AUTO RECEIVABLES TRUST	689,986	19.8%	1.4%
AMERICAN EXPRESS CREDIT ACCOUN	539,575	15.5%	1.1%
CNH EQUIPMENT TRUST	606,274	17.4%	1.3%
FORD CREDIT AUTO OWNER TRUST	314,767	9.0%	0.7%
HONDA AUTO RECEIVABLES	469,285	13.5%	1.0%
HYUNDAI AUTO RECEIVABLES	682,988	19.6%	1.4%
JOHN DEERE OWNER TRUST	179,731	5.2%	0.4%
Sector Total	3,482,606	100.0%	7.3%
Certificate of Deposit			
BANK OF MONTREAL	950,493	11.2%	2.0%
BANK OF NOVA SCOTIA	1,149,323	13.6%	2.4%
CANADIAN IMPERIAL BANK OF COMMERCE	943,938	11.2%	2.0%
HSBC HOLDINGS PLC	1,152,482	13.6%	2.4%
NORDEA BANK AB	943,938	11.2%	2.0%
ROYAL BANK OF CANADA	696,263	8.2%	1.5%
SKANDINAVISKA ENSKILDA BANKEN AB	1,149,500	13.6%	2.4%
SVENSKA HANDELSBANKEN AB	747,963	8.9%	1.6%
THE NORINCHUKIN BANK	715,136	8.5%	1.5%

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Sector Total	8,449,034	100.0%	17.7%
Commercial Paper			
BNP PARIBAS	939,428	22.4%	2.0%
CREDIT AGRICOLE SA	1,398,222	33.4%	2.9%
MITSUBISHI UFJ FINANCIAL GROUP INC	1,090,844	26.1%	2.3%
RABOBANK NEDERLAND	758,239	18.1%	1.6%
Sector Total	4,186,733	100.0%	8.8%
Corporate			
AMERICAN EXPRESS CO	432,046	3.1%	0.9%
AMERICAN HONDA FINANCE	300,657	2.1%	0.6%
APPLE INC	1,574,625	11.1%	3.3%
BB&T CORPORATION	720,489	5.1%	1.5%
BERKSHIRE HATHAWAY INC	294,304	2.1%	0.6%
DEERE & COMPANY	982,424	6.9%	2.1%
GENERAL ELECTRIC CO	921,427	6.5%	1.9%
HOME DEPOT INC	235,107	1.7%	0.5%
IBM CORP	1,676,239	11.9%	3.5%
JP MORGAN CHASE & CO	2,001,188	14.2%	4.2%
PEPSICO INC	354,881	2.5%	0.7%
STATE STREET CORPORATION	463,544	3.3%	1.0%
THE BANK OF NEW YORK MELLON CORPORATION	1,006,992	7.1%	2.1%
THE WALT DISNEY CORPORATION	150,468	1.1%	0.3%
TOYOTA MOTOR CORP	1,570,826	11.1%	3.3%

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
WELLS FARGO & COMPANY	1,456,514	10.3%	3.0%
Sector Total	14,141,732	100.0%	29.6%
Federal Agency/GSE			
FANNIE MAE	3,677,562	74.2%	7.7%
FEDERAL HOME LOAN BANKS	329,855	6.7%	0.7%
FREDDIE MAC	949,351	19.2%	2.0%
Sector Total	4,956,769	100.0%	10.4%
Supra-Sov / Supra-Natl Agency			
INTER-AMERICAN DEVELOPMENT BANK	643,084	38.1%	1.3%
INTL BANK OF RECONSTRUCTION AND DEV	1,043,327	61.9%	2.2%
Sector Total	1,686,411	100.0%	3.5%
U.S. Treasury			
UNITED STATES TREASURY	10,927,633	100.0%	22.8%
Sector Total	10,927,633	100.0%	22.8%
Portfolio Total	47,830,918	100.0%	100.0%

Outlook and Strategy

- Our outlook for the third quarter is for continued modest growth in the U.S. economy, but the future path of Fed tightening is less certain as recent economic data has been disappointing, fiscal policy initiatives have stalled, and inflation remains below the Fed's 2% target.
- With rates priced for the current level of uncertainty, we are once again positioning the portfolio's duration to match the benchmark duration.
- Agency yield spreads remain at or near historically tight levels as demand remains strong while supply is minimal.
- Corporate yield spreads are near the tightest levels since the post-recession of 2014.
- We will continue to evaluate opportunities in the ABS sector, purchasing those issues we believe are well structured, offer adequate yield spreads, and which have limited extension and headline risk from expected Fed balance sheet tapering.
- In the money market space, yield spreads on CP and CDs have narrowed significantly from the wide levels driven by money market reform in late 2016.
- We will continue to monitor incoming economic data, Fed policy, and sector relationships to identify market opportunities. This will include assessing the impact of any additional policies put forth by the Trump administration.

Transactions & Account Holdings

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
BUY									
4/3/17	4/6/17	710,000	05531FAX1	BB&T CORP NOTES	2.75%	4/1/22	716,174.04	2.59%	
4/5/17	4/6/17	1,150,000	06417GUE6	BANK OF NOVA SCOTIA HOUSTON LT CD	1.91%	4/5/19	1,150,000.00	1.91%	
4/19/17	4/20/17	955,000	3137EAEF2	FHLMC AGENCY NOTES	1.37%	4/20/20	951,733.90	1.49%	
4/27/17	5/2/17	355,000	713448DR6	PEPSICO INC	1.55%	5/2/19	354,733.75	1.59%	
5/1/17	5/2/17	1,100,000	06538CAS0	BANK OF TOKYO MITSUBISHI UFJ COMM PAPER	0.00%	1/26/18	1,087,506.44	1.54%	
5/8/17	5/10/17	715,000	65602USD1	NORINCHUKIN BANK NY CERT DEPOS	1.40%	11/10/17	715,000.00	1.40%	
5/8/17	5/10/17	1,095,000	912828V72	US TREASURY N/B NOTES	1.87%	1/31/22	1,099,417.24	1.90%	
5/22/17	5/30/17	540,000	02582JHG8	AMXCA 2017-4 A	1.64%	12/15/21	539,913.49	1.65%	
5/24/17	6/5/17	235,000	437076BQ4	HOME DEPOT INC CORP NOTES	1.80%	6/5/20	234,863.70	1.82%	
6/8/17	6/13/17	455,000	857477AS2	STATE STREET CORP NOTES	2.55%	8/18/20	467,205.75	1.94%	
6/20/17	6/27/17	470,000	43811BAC8	HAROT 2017-2 A3	1.68%	8/16/21	469,959.35	1.68%	
6/26/17	6/28/17	535,000	912828U81	US TREASURY N/B NOTES	2.00%	12/31/21	546,790.29	1.72%	
6/26/17	6/28/17	950,000	09659CCP1	BNP PARIBAS NY BRANCH COMM PAPER	0.00%	3/23/18	939,603.83	1.49%	
6/26/17	6/28/17	860,000	912828D72	US TREASURY NOTES	2.00%	8/31/21	876,829.01	1.67%	
Total BUY		10,125,000					10,149,730.79		

INTEREST

4/2/17	4/2/17	2,000,000	36962G6W9	GENERAL ELEC CAP CORP GLOBAL NOTES	1.62%	4/2/18	16,250.00		
4/3/17	4/3/17	0	MONEY0002	MONEY MARKET FUND			13.86		
4/15/17	4/15/17	120,000	02007PAC7	ALLYA 2017-1 A3	1.70%	6/15/21	170.00		
4/15/17	4/15/17	570,000	02007HAC5	ALLYA 2017-2 A3	1.78%	8/15/21	450.93		
4/15/17	4/15/17	315,000	34531EAD8	FORDO 2017-A A3	1.67%	6/15/21	438.38		
4/15/17	4/15/17	135,000	44930UAD8	HYUNDAI ABS 2016-A A3	1.56%	9/15/20	175.50		
4/15/17	4/15/17	1,560,000	459200GM7	IBM CORP CALLABLE BONDS	7.62%	10/15/18	59,475.00		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
4/15/17	4/15/17	95,000	47787XAC1	JDOT 2017-A A3	1.78%	4/15/21	201.98		
4/15/17	4/15/17	305,000	44931PAD8	HART 2017-A A3	1.76%	8/15/21	238.58		
4/15/17	4/15/17	605,000	12636WAB2	CNH EQUIPMENT TRUST POOL	1.64%	7/15/20	633.91		
4/15/17	4/15/17	85,000	47788NAC2	JOHN DEERE ABS 2016-B A3	1.25%	6/15/20	88.54		
4/15/17	4/15/17	245,000	44891EAC3	HYUNDAI AUTO RECEIVABLES TRUST	1.29%	4/15/21	263.38		
4/30/17	4/30/17	850,000	912828Q78	US TREASURY NOTES	1.37%	4/30/21	5,843.75		
4/30/17	4/30/17	835,000	912828Q78	US TREASURY NOTES	1.37%	4/30/21	5,740.63		
4/30/17	4/30/17	500,000	912828T67	US TREASURY NOTES	1.25%	10/31/21	3,125.00		
4/30/17	4/30/17	1,110,000	912828Q78	US TREASURY NOTES	1.37%	4/30/21	7,631.25		
5/1/17	5/1/17	0	MONEY0002	MONEY MARKET FUND			10.69		
5/6/17	5/6/17	1,560,000	037833AQ3	APPLE INC GLOBAL NOTES	2.10%	5/6/19	16,380.00		
5/13/17	5/13/17	650,000	458182DX7	INTER-AMERICAN DEVELOPMENT BANK	1.00%	5/13/19	3,250.00		
5/15/17	5/15/17	85,000	47788NAC2	JOHN DEERE ABS 2016-B A3	1.25%	6/15/20	88.54		
5/15/17	5/15/17	245,000	44891EAC3	HYUNDAI AUTO RECEIVABLES TRUST	1.29%	4/15/21	263.38		
5/15/17	5/15/17	305,000	44931PAD8	HART 2017-A A3	1.76%	8/15/21	447.33		
5/15/17	5/15/17	120,000	02007PAC7	ALLYA 2017-1 A3	1.70%	6/15/21	170.00		
5/15/17	5/15/17	570,000	02007HAC5	ALLYA 2017-2 A3	1.78%	8/15/21	845.50		
5/15/17	5/15/17	95,000	47787XAC1	JDOT 2017-A A3	1.78%	4/15/21	140.92		
5/15/17	5/15/17	315,000	34531EAD8	FORDO 2017-A A3	1.67%	6/15/21	438.38		
5/15/17	5/15/17	135,000	44930UAD8	HYUNDAI ABS 2016-A A3	1.56%	9/15/20	175.50		
5/15/17	5/15/17	605,000	12636WAB2	CNH EQUIPMENT TRUST POOL	1.64%	7/15/20	826.83		
5/17/17	5/17/17	1,150,000	40428AR41	HSBC BANK USA NA FLOATING CERT DEPOS	1.76%	11/17/17	4,639.24		
5/27/17	5/27/17	665,000	3135G0YT4	FANNIE MAE GLOBAL NOTES	1.62%	11/27/18	5,403.13		
5/30/17	5/30/17	940,000	13606A5Z7	CANADIAN IMPERIAL BANK NY CD	1.76%	11/30/18	7,453.55		
5/30/17	5/30/17	940,000	65558LWA6	NORDEA BANK FINLAND NY CD	1.76%	11/30/18	8,088.18		
5/31/17	5/31/17	365,000	912828VF4	US TREASURY NOTES	1.37%	5/31/20	2,509.38		
6/1/17	6/1/17	0	MONEY0002	MONEY MARKET FUND			35.55		
6/5/17	6/5/17	0	13606A5Z7	CANADIAN IMPERIAL BANK NY CD	1.76%	11/30/18	588.67		
6/7/17	6/7/17	1,440,000	94974BGR5	WELLS FARGO & COMPANY NOTES	2.55%	12/7/20	18,360.00		
6/15/17	6/15/17	95,000	47787XAC1	JDOT 2017-A A3	1.78%	4/15/21	140.92		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/15/17	6/15/17	315,000	34531EAD8	FORDO 2017-A A3	1.67%	6/15/21	438.38		
6/15/17	6/15/17	85,000	47788NAC2	JOHN DEERE ABS 2016-B A3	1.25%	6/15/20	88.54		
6/15/17	6/15/17	245,000	44891EAC3	HYUNDAI AUTO RECEIVABLES TRUST	1.29%	4/15/21	263.38		
6/15/17	6/15/17	305,000	44931PAD8	HART 2017-A A3	1.76%	8/15/21	447.33		
6/15/17	6/15/17	570,000	02007HAC5	ALLYA 2017-2 A3	1.78%	8/15/21	845.50		
6/15/17	6/15/17	540,000	02582JHG8	AMXCA 2017-4 A	1.64%	12/15/21	369.00		
6/15/17	6/15/17	120,000	02007PAC7	ALLYA 2017-1 A3	1.70%	6/15/21	170.00		
6/15/17	6/15/17	605,000	12636WAB2	CNH EQUIPMENT TRUST POOL	1.64%	7/15/20	826.83		
6/15/17	6/15/17	135,000	44930UAD8	HYUNDAI ABS 2016-A A3	1.56%	9/15/20	175.50		
6/30/17	6/30/17	1,065,000	912828VJ6	US TREASURY NOTES	1.87%	6/30/20	9,984.38		
6/30/17	6/30/17	535,000	912828U81	US TREASURY N/B NOTES	2.00%	12/31/21	5,350.00		
Total INTEREST		24,130,000					189,955.22		

SELL

4/3/17	4/6/17	425,000	3135G0N82	FNMA NOTES	1.25%	8/17/21	414,299.09	1.89%	(9,913.83)
4/3/17	4/6/17	285,000	3135G0N82	FNMA NOTES	1.25%	8/17/21	277,824.10	1.89%	(6,119.92)
4/5/17	4/6/17	1,150,000	06417GAS7	BANK OF NOVA SCOTIA HOUSTON YCD	1.56%	11/6/17	1,158,970.00	1.31%	1,495.00
4/19/17	4/20/17	155,000	912828UQ1	US TREASURY NOTES	1.25%	2/29/20	154,765.97	1.37%	798.02
4/19/17	4/20/17	800,000	912828VF4	US TREASURY NOTES	1.37%	5/31/20	803,104.74	1.42%	3,332.22
4/28/17	5/2/17	365,000	36962G6W9	GENERAL ELEC CAP CORP GLOBAL NOTES	1.62%	4/2/18	366,304.57	1.38%	449.95
5/1/17	5/2/17	1,100,000	06538BUA9	BANK TOKYO-MIT UFJ NY COMM PAPER	0.00%	7/10/17	1,097,744.08	1.07%	505.99
5/8/17	5/10/17	600,000	3135G0YT4	FANNIE MAE GLOBAL NOTES	1.62%	11/27/18	607,018.58	1.34%	1,455.93
5/8/17	5/10/17	370,000	3130A8BD4	FEDERAL HOME LOAN BANKS AGCY	0.87%	6/29/18	369,361.39	1.31%	(1,329.22)
5/8/17	5/10/17	715,000	36962G6W9	GENERAL ELEC CAP CORP GLOBAL NOTES	1.62%	4/2/18	717,963.87	1.35%	1,048.60
5/22/17	5/26/17	510,000	3135G0YT4	FANNIE MAE GLOBAL NOTES	1.62%	11/27/18	516,742.13	1.28%	1,673.17
5/24/17	6/1/17	235,000	912828VJ6	US TREASURY NOTES	1.87%	6/30/20	239,512.25	1.50%	18.67
6/8/17	6/13/17	460,000	912828XM7	US TREASURY NOTES	1.62%	7/31/20	464,237.75	1.52%	(4,068.76)
6/20/17	6/27/17	470,000	3130AAXX1	FEDERAL HOME LOAN BANK AGENCY	1.37%	3/18/19	471,822.10	1.39%	(74.66)

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/26/17	6/28/17	665,000	3135G0YT4	FANNIE MAE GLOBAL NOTES	1.62%	11/27/18	668,743.49	1.32%	1,649.10
6/26/17	6/28/17	1,100,000	09659BUA6	BNP PARIBAS NY BRANCH COMM PAPER	0.00%	7/10/17	1,099,560.00	1.20%	29.34
6/26/17	6/28/17	535,000	3130AAE46	FHLB NOTES	1.25%	1/16/19	537,201.53	1.35%	(790.76)
6/27/17	6/28/17	5,000	912828VF4	US TREASURY NOTES	1.37%	5/31/20	4,984.17	1.52%	5.30
Total SELL		9,945,000					9,970,159.81		-9,835.86



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2017**

CITY OF PITTSBURG GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 05/31/2013 1.375% 05/31/2020	912828VF4	360,000.00	AA+	Aaa	12/02/15	12/04/15	357,117.19	1.56	419.26	358,105.33	358,270.20
US TREASURY NOTES DTD 07/01/2013 1.875% 06/30/2020	912828VJ6	1,065,000.00	AA+	Aaa	09/01/15	09/03/15	1,083,512.70	1.50	54.26	1,076,665.75	1,074,942.84
US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	340,000.00	AA+	Aaa	03/30/16	03/31/16	345,644.53	1.23	2,304.63	344,045.79	340,398.48
US TREASURY NOTES DTD 02/28/2014 2.000% 02/28/2021	912828B90	1,000,000.00	AA+	Aaa	10/03/16	10/05/16	1,036,406.25	1.15	6,684.78	1,030,436.77	1,011,172.00
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828Q78	835,000.00	AA+	Aaa	02/01/17	02/03/17	818,495.70	1.86	1,934.34	820,029.58	824,334.55
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828Q78	850,000.00	AA+	Aaa	01/03/17	01/05/17	833,066.41	1.86	1,969.09	834,913.79	839,142.95
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828O78	1,110,000.00	AA+	Aaa	06/27/16	06/29/16	1,130,465.63	0.98	2,571.40	1,126,293.26	1,095,821.97
US TREASURY N/B DTD 07/31/2014 2.250% 07/31/2021	912828WY2	1,135,000.00	AA+	Aaa	11/22/16	11/23/16	1,159,118.75	1.78	10,652.38	1,156,128.90	1,156,591.11
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	860,000.00	AA+	Aaa	06/26/17	06/28/17	871,220.31	1.67	5,748.91	871,199.49	867,558.54
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	1,225,000.00	AA+	Aaa	12/01/16	12/05/16	1,229,306.64	1.92	8,188.86	1,228,821.88	1,235,766.53
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	500,000.00	AA+	Aaa	03/14/17	03/16/17	481,406.25	2.10	1,052.99	482,536.17	488,398.50
US TREASURY N/B NOTES DTD 01/03/2017 2.000% 12/31/2021	912828U81	535,000.00	AA+	Aaa	06/26/17	06/28/17	541,499.41	1.72	29.08	541,488.21	538,866.45
US TREASURY N/B NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	1,095,000.00	AA+	Aaa	05/08/17	05/10/17	1,093,802.34	1.90	8,564.14	1,093,844.49	1,096,368.75
Security Type Sub-Total		10,910,000.00					10,981,062.11	1.63	50,174.12	10,964,509.41	10,927,632.87



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For the Month Ending **June 30, 2017**

CITY OF PITTSBURG GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supra-National Agency Bond / Note											
INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	650,000.00	AAA	Aaa	04/12/16	04/19/16	648,849.50	0.95	2,559.38	649,459.29	646,477.65
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	650,000.00	AAA	Aaa	04/05/16	04/12/16	648,050.00	1.10	866.67	648,812.05	643,084.00
INTL BK RECON & DEVELOP NOTES DTD 03/21/2017 1.875% 04/21/2020	459058FZ1	395,000.00	AAA	Aaa	03/14/17	03/21/17	394,656.35	1.90	2,057.29	394,687.89	396,849.00
Security Type Sub-Total		1,695,000.00					1,691,555.85	1.23	5,483.34	1,692,959.23	1,686,410.65
Federal Agency Bond / Note											
FANNIE MAE BENCHMARK NOTE DTD 01/13/2014 1.875% 02/19/2019	3135G0ZA4	1,955,000.00	AA+	Aaa	08/01/14	08/04/14	1,972,907.80	1.66	13,440.63	1,961,596.54	1,970,143.43
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	675,000.00	AA+	Aaa	02/19/16	02/23/16	673,407.00	1.08	2,343.75	674,118.49	670,494.38
FEDERAL HOME LOAN BANK AGENCY DTD 03/10/2017 1.375% 03/18/2019	3130AAXX1	330,000.00	AA+	Aaa	03/23/17	03/24/17	329,980.20	1.38	1,399.06	329,983.25	329,855.46
FNMA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	325,000.00	AA+	Aaa	07/29/16	08/02/16	324,454.00	0.93	1,177.00	324,618.75	321,092.85
FNMA NOTES DTD 02/28/2017 1.500% 02/28/2020	3135G0T29	605,000.00	AA+	Aaa	02/24/17	02/28/17	604,612.80	1.52	3,100.63	604,656.06	603,414.30
FHLMC AGENCY NOTES DTD 04/20/2017 1.375% 04/20/2020	3137EAEF2	955,000.00	AA+	Aaa	04/19/17	04/20/17	951,733.90	1.49	2,589.77	951,944.65	949,351.18
FNMA NOTES DTD 08/19/2016 1.250% 08/17/2021	3135G0N82	115,000.00	AA+	Aaa	09/01/16	09/02/16	114,296.20	1.38	535.07	114,410.94	112,417.45
Security Type Sub-Total		4,960,000.00					4,971,391.90	1.46	24,585.91	4,961,328.68	4,956,769.05
Corporate Note											
GENERAL ELEC CAP CORP GLOBAL NOTES DTD 04/02/2013 1.625% 04/02/2018	36962G6W9	920,000.00	AA-	A1	07/01/15	07/07/15	922,668.00	1.52	3,695.97	920,746.56	921,426.92



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For the Month Ending **June 30, 2017**

CITY OF PITTSBURG GENERAL FUNDS

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Corporate Note											
JOHN DEERE CAPITAL CORP NOTE DTD 09/11/2015 1.750% 08/10/2018	24422ETA7	780,000.00	A	A2	09/08/15	09/11/15	779,235.60	1.78	5,346.25	779,703.02	781,634.88
IBM CORP CALLABLE BONDS DTD 10/15/2008 7.625% 10/15/2018	459200GM7	1,560,000.00	A+	A1	08/01/14	08/06/14	1,919,346.00	1.88	25,111.67	1,673,486.22	1,676,238.72
JOHN DEERE CAPITAL CORP NOTE DTD 01/08/2016 1.950% 01/08/2019	24422ETE9	200,000.00	A	A2	01/05/16	01/08/16	199,988.00	1.95	1,874.17	199,993.84	200,789.00
BERKSHIRE HATHAWAY INC NOTES DTD 03/15/2016 1.700% 03/15/2019	084664CG4	150,000.00	AA	Aa2	03/08/16	03/15/16	149,886.00	1.73	750.83	149,934.49	150,356.55
PEPSICO INC DTD 05/02/2017 1.550% 05/02/2019	713448DR6	355,000.00	A+	A1	04/27/17	05/02/17	354,733.75	1.59	901.80	354,755.31	354,880.72
APPLE INC GLOBAL NOTES DTD 05/06/2014 2.100% 05/06/2019	037833AO3	1,560,000.00	AA+	Aa1	08/01/14	08/06/14	1,566,302.40	2.01	5,005.00	1,562,529.81	1,574,625.00
TOYOTA MOTOR CREDIT CORP NOTES DTD 07/18/2014 2.125% 07/18/2019	89236TBP9	1,560,000.00	AA-	Aa3	08/01/14	08/06/14	1,560,577.20	2.12	15,009.58	1,560,249.35	1,570,826.40
BERKSHIRE HATHAWAY INC CORPORATE NOTES DTD 08/15/2016 1.300% 08/15/2019	084664CK5	145,000.00	AA	Aa2	08/08/16	08/15/16	144,859.35	1.33	712.11	144,899.94	143,947.30
JPMORGAN CHASE & CO (CALLABLE) DTD 01/23/2015 2.250% 01/23/2020	46625HKA7	1,995,000.00	A-	A3	10/15/15	10/20/15	1,986,281.85	2.36	19,700.63	1,989,673.43	2,001,188.49
AMERICAN HONDA FINANCE DTD 02/16/2017 2.000% 02/14/2020	02665WBM2	300,000.00	A+	A1	02/13/17	02/16/17	299,574.00	2.05	2,250.00	299,625.89	300,657.30
AMERICAN EXPRESS CREDIT CORP NOTES DTD 03/03/2017 2.200% 03/03/2020	0258M0EE5	430,000.00	A-	A2	02/28/17	03/03/17	429,552.80	2.24	3,100.78	429,600.31	432,046.37
WALT DISNEY COMPANY CORP NOTES DTD 03/06/2017 1.950% 03/04/2020	25468PDP8	150,000.00	A+	A2	03/01/17	03/06/17	149,961.00	1.96	934.38	149,965.02	150,468.30
HOME DEPOT INC CORP NOTES DTD 06/05/2017 1.800% 06/05/2020	437076BQ4	235,000.00	A	A2	05/24/17	06/05/17	234,863.70	1.82	305.50	234,866.91	235,107.40
STATE STREET CORP NOTES DTD 08/18/2015 2.550% 08/18/2020	857477AS2	455,000.00	A	A1	06/08/17	06/13/17	463,499.40	1.94	4,286.48	463,371.31	463,543.99



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For the Month Ending **June 30, 2017**

CITY OF PITTSBURG GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
WELLS FARGO & COMPANY NOTES DTD 12/07/2015 2.550% 12/07/2020	94974BGR5	1,440,000.00	A	A2	05/06/16	05/10/16	1,471,910.40	2.04	2,448.00	1,464,229.63	1,456,513.92
BANK OF NY MELLON CORP NOTES DTD 02/07/2017 2.600% 02/07/2022	06406RAA5	1,000,000.00	A	A1	02/07/17	02/10/17	1,000,460.00	2.59	10,400.00	1,000,426.95	1,006,992.00
BB&T CORP NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	710,000.00	A-	A2	04/03/17	04/06/17	715,360.50	2.59	5,423.61	715,124.81	720,488.83
Security Type Sub-Total		13,945,000.00					14,349,059.95	2.07	107,256.76	14,093,182.80	14,141,732.09
Commercial Paper											
CREDIT AGRICOLE CIB NY COMM PAPER DTD 02/06/2017 0.000% 08/07/2017	22533TV78	1,400,000.00	A-1	P-1	02/07/17	02/10/17	1,391,416.44	1.25	0.00	1,398,215.77	1,398,222.00
COOPERATIEVE RABOBANK UA COMM PAPER DTD 01/06/2017 0.000% 09/05/2017	21687AW58	760,000.00	A-1	P-1	02/09/17	02/09/17	754,774.58	1.20	0.00	758,341.93	758,239.08
BANK OF TOKYO MITSUBISHI UFJ COMM PAPER DTD 05/01/2017 0.000% 01/26/2018	06538CAS0	1,100,000.00	A-1	P-1	05/01/17	05/02/17	1,087,506.44	1.54	0.00	1,090,293.11	1,090,843.60
BNP PARIBAS NY BRANCH COMM PAPER DTD 06/26/2017 0.000% 03/23/2018	09659CCP1	950,000.00	A-1	P-1	06/26/17	06/28/17	939,603.83	1.49	0.00	939,720.20	939,428.40
Security Type Sub-Total		4,210,000.00					4,173,301.29	1.37	0.00	4,186,571.01	4,186,733.08
Certificate of Deposit											
NORINCHUKIN BANK NY CERT DEPOS DTD 05/10/2017 1.400% 11/10/2017	65602USD1	715,000.00	A-1	P-1	05/08/17	05/10/17	715,000.00	1.40	1,445.89	715,000.00	715,135.71
SKANDINAVISKA ENSKILDA BANKEN NY CD DTD 11/17/2015 1.480% 11/16/2017	83050FBG5	1,150,000.00	A+	Aa3	11/16/15	11/17/15	1,150,000.00	1.48	10,732.06	1,150,000.00	1,149,499.75
HSBC BANK USA NA FLOATING CERT DEPOS DTD 11/18/2015 1.769% 11/17/2017	40428AR41	1,150,000.00	AA-	Aa2	11/17/15	11/18/15	1,150,000.00	0.97	2,543.57	1,150,000.00	1,152,481.70



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CITY OF PITTSBURG GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
ROYAL BANK OF CANADA NY CD DTD 03/15/2016 1.700% 03/09/2018	78009NZZ2	695,000.00	AA-	Aa3	03/11/16	03/15/16	695,000.00	1.69	3,675.78	695,000.00	696,262.82
CANADIAN IMPERIAL BANK NY CD DTD 12/05/2016 1.760% 11/30/2018	13606A5Z7	940,000.00	A+	Aa3	12/01/16	12/05/16	939,266.80	1.78	1,424.62	939,477.15	943,937.66
NORDEA BANK FINLAND NY CD DTD 12/05/2016 1.760% 11/30/2018	65558LWA6	940,000.00	AA-	Aa3	12/01/16	12/05/16	940,000.00	1.74	1,470.58	940,000.00	943,937.66
SVENSKA HANDELSBANKEN NY LT CD DTD 01/12/2017 1.890% 01/10/2019	86958JHB8	750,000.00	AA-	Aa2	01/10/17	01/12/17	750,000.00	1.91	6,693.75	750,000.00	747,963.00
BANK OF MONTREAL CHICAGO CERT DEPOS DTD 02/09/2017 1.880% 02/07/2019	06427KRC3	945,000.00	A+	Aa3	02/08/17	02/09/17	945,000.00	1.90	7,007.70	945,000.00	950,493.29
BANK OF NOVA SCOTIA HOUSTON LT CD DTD 04/06/2017 1.910% 04/05/2019	06417GUE6	1,150,000.00	A+	A1	04/05/17	04/06/17	1,150,000.00	1.91	5,247.19	1,150,000.00	1,149,322.65

Security Type Sub-Total		8,435,000.00					8,434,266.80	1.63	40,241.14	8,434,477.15	8,449,034.24
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Asset-Backed Security / Collateralized Mortgage Obligation											
JOHN DEERE ABS 2016-B A3 DTD 07/27/2016 1.250% 06/15/2020	47788NAC2	85,000.00	NR	Aaa	07/19/16	07/27/16	84,993.23	1.25	47.22	84,995.13	84,621.92
CNH EQUIPMENT TRUST POOL DTD 03/22/2017 1.640% 07/15/2020	12636WAB2	605,000.00	AAA	Aaa	03/15/17	03/22/17	604,976.77	1.80	440.98	604,978.13	606,274.25
HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	135,000.00	AAA	Aaa	03/22/16	03/30/16	134,973.81	1.57	93.60	134,981.88	134,949.19
JDOT 2017-A A3 DTD 03/02/2017 1.780% 04/15/2021	47787XAC1	95,000.00	NR	Aaa	02/22/17	03/02/17	94,986.47	1.79	75.16	94,987.65	95,108.86
HYUNDAI AUTO RECEIVABLES TRUST DTD 09/21/2016 1.290% 04/15/2021	44891EAC3	245,000.00	AAA	Aaa	09/14/16	09/21/16	244,967.02	1.30	140.47	244,973.23	242,968.56
ALLYA 2017-1 A3 DTD 01/31/2017 1.700% 06/15/2021	02007PAC7	120,000.00	AAA	Aaa	01/24/17	01/31/17	119,989.51	1.70	90.67	119,990.58	119,864.12
FORDO 2017-A A3 DTD 01/25/2017 1.670% 06/15/2021	34531EAD8	315,000.00	NR	Aaa	01/18/17	01/25/17	314,998.83	1.67	233.80	314,999.03	314,766.59



Managed Account Detail of Securities Held

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CITY OF PITTSBURGH GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security / Collateralized Mortgage Obligation											
HART 2017-A A3 DTD 03/29/2017 1.760% 08/15/2021	44931PAD8	305,000.00	AAA	NR	03/22/17	03/29/17	304,975.33	1.76	238.58	304,976.60	305,070.55
ALLYA 2017-2 A3 DTD 03/29/2017 1.780% 08/15/2021	02007HAC5	570,000.00	NR	Aaa	03/21/17	03/29/17	569,932.80	1.79	450.93	569,936.22	570,122.15
HAROT 2017-2 A3 DTD 06/27/2017 1.680% 08/16/2021	43811BAC8	470,000.00	AAA	Aaa	06/20/17	06/27/17	469,959.35	1.68	87.73	469,959.42	469,285.13
AMXCA 2017-4 A DTD 05/30/2017 1.640% 12/15/2021	02582JHG8	540,000.00	AAA	NR	05/22/17	05/30/17	539,913.49	1.65	393.60	539,914.46	539,574.91
Security Type Sub-Total		3,485,000.00					3,484,666.61	1.68	2,292.74	3,484,692.33	3,482,606.23
Managed Account Sub-Total		47,640,000.00					48,085,304.51	1.71	230,034.01	47,817,720.61	47,830,918.21
Securities Sub-Total		\$47,640,000.00					\$48,085,304.51	1.71%	\$230,034.01	\$47,817,720.61	\$47,830,918.21
Accrued Interest											\$230,034.01
Total Investments											\$48,060,952.22

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.

GLOSSARY

- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.
- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.



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

DATE: 9/22/2017
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Approving List of Approved Projects to Submit for SB1 Funding
MEETING DATE: 10/2/2017

EXECUTIVE SUMMARY

The California Legislature recently approved SB1 (Senate Bill 1) to generate gas tax additional revenues for paving and road projects across the state. Recently released guidelines for the new Road Maintenance and Rehabilitation Account (RMRA), require all jurisdictions to submit a list of eligible projects approved by a governing board. The City Council previously authorized four projects that meet the criteria. This minute order will serve as the City Council's approval of these projects as eligible for RMRA funds. No new allocations are requested.

FISCAL IMPACT

None from this action. This minute order does not approve new projects or allocate additional funds.

RECOMMENDATION

By Minute Order, approve a list of projects eligible to receive RMRA funding, and direct staff to submit the necessary documentation for the City to receive the funds.

BACKGROUND

Since the passage of SB 1 earlier this year, staff has been working to meet the guidelines for receiving additional revenue for paving and road projects. To be eligible for these funds, the City is required to submit by October 16, 2017 a list of eligible projects, their description, location, schedule for completion and the estimated useful life of the improvement.

All the projects included on the list are recommended by the City Engineer and were previously approved by the City Council, which allocated funds on June 19, 2017 with approval of Resolution 17-13337 to approve the City's Operating Budget for FY 2017-18.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

The minute order serves as the City Council's approval of the RMRA project list, and does not approve new projects or allocate additional funds. The projects are included in the current City budget, and the City's Five-Year Capital Improvement Program for fiscal years 2017/18 through 2021/22.

This action is necessary for FY 2017-18 since the program has only recently developed its guidelines and requirements to cities and counties seeking these funds. In future years, the necessary documentation will be part of the City Council's consideration of the City's Five-Year Capital Improvement Program.

The attachment to this minute order includes required information for the following projects: ST-3, 2017/18 Traffic Calming Project, with an approved budget of \$100,000; ST-46, BART Station Parking Strategy and Signage, with an approved budget of \$100,000; ST-97, 2017/18 Citywide Pavement Management Project, with an approved budget of \$300,000, and S-3, 2017/18 Traffic Signal Modification Project, with an approved budget of \$135,000.

Staff recommends the City Council approve the list of RMRA eligible projects for submittal to the program.

ATTACHMENTS: RMRA Project List

Report Prepared By: Jill Hecht, Director of Community Development

Senate Bill (SB) 1 Proposed Project List Form**Part 1: General Information****Local Streets and Roads Program*****Agency Name:** (Select from dropdown list)**LoCode:**

Pittsburg

5127

Agency Address:**City:*****ZIP Code:**

65 Civic Avenue, Engineering Division

Pittsburg

CA

94565

Agency Contact:**Agency Contact Title:**

Ronald Nevels

Senior Civil Engineer

Agency Contact Phone No.:** (i.e. 1234567890)Agency Contact Email Address:**

(925) 252-4949

rnevels@ci.pittsburg.ca.us

Funding for Fiscal Year:

FY 17/18

***Budget Support Documentation:?**

Please briefly describe the budget support documentation being provided.

Budget Resolution and Staff Report, Budget Cover Page, Pages 175 through 179 from adopted budget, and City Council Meeting Minute Order Clarifying RMRA funded project information.

Average Network PCI:**Measurement Date:**

(Month)

(Year)

Additional Information: ?

ST-3 2017/18 Traffic Calming Project - enhances safety for pedestrians and drivers . ST-46 Bart Station Parking Strategy and Signage - is for signage and way finding signs to new BART station and parking. ST-97 2017/18 Citywide Pavement Management Project is for maintenance of pavement at several locations . S-3 2017/18 Traffic Signal Modification Project is for signal timing, equipment replacement, and upgrade.

Project Flexibility:

Pursuant to SHC Section 2034(a)(1), this project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities, so long as the projects are consistent with SHC Section 2030(b). After submittal of the project list to the Commission, in the event a city or county elects to make changes to the project list pursuant to the statutory provision noted above, formal notification of the Commission is not required. However, the Project Expenditure Report form that is due to the Commission by October 1st each year, will provide an opportunity for jurisdictions to annually communicate such changes to the Commission as part of the regular reporting process.

* Required information

Part 2: Project Information

Local Streets and Roads Program

* Required

Proposed Project (PP#)	LoCode	* Project Title	Project ID (if any)	Project Type ?		* Project Description ?	* Project Location ?	* Estimated Completion Date		* Estimated Useful Life (# of Yr)	
				Type (Select from dropdown list)	Explanation (if "Other" is selected, please explain)			Pre-Construction (mm/yyyy)	Construction (mm/yyyy)	Min.	Max.
PP01	5127	2017/18 Traffic Calming Project	ST-3	Safety		Installation of speed humps and RADAR speed feedback signs to help slow traffic	Brookside Drive - four locations, other locations to be determined.		06/2018	10	20
PP02	5127	Bart Station Parking Strategy and Signage	ST-46	Other	Transit Related	Install informational and directional signage for new BART station and signage for designated parking areas.	Various areas around the newly constructed BART station at Railroad Avenue and Highway 4.		06/2018	20	20
PP03	5127	2017/18 Citywide Pavement Management Project	ST-97	Road Maintenance & Rehabilitation		Patch paving on Loveridge Road from Pittsburg-Antioch Highway to E. Leland Road. Also includes patch paving on W. Leland Road from Burton Avenue to Bailey Road.	Patch paving on Loveridge Road from Pittsburg-Antioch Highway to E. Leland Road. Also includes patch paving on W. Leland Road from Burton Avenue to Bailey Road.		06/2018	10	10
PP04	5127	Traffic Signal Modification	S-3	Traffic Control Devices		Modifications to traffic signal timing and modernization of traffic control equipment.	Citywide, with emphasis on the Leland Road corridor.		06/2018	1	10
PP05	5127										
PP06	5127										
PP07	5127										
PP08	5127										
PP09	5127										
PP10	5127										
PP11	5127										
PP12	5127										
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PP31	5127										
PP32	5127										
PP33	5127										
PP34	5127										
PP35	5127										

* Required

Proposed Project (PP#)	LoCode	Legislative District(s)				Additional Project Elements (Does the project include element(s) as described in SHC 2030 (c)-(f)? (Select Y/N from dropdown list)				
		State Senate		State Assembly		Sustainability ?	Technologies ?	Climate Change ?	Complete Streets Elements ?	Description of Elements
PP01	5127		07	11	14	No	No	No	No	
PP02	5127		07	11	14	No	No	No	No	
PP03	5127		07	11	14	No	No	No	No	
PP04	5127		07	11	14	No	No	No	No	
PP05	5127									
PP06	5127									
PP07	5127									
PP08	5127									
PP09	5127									
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PP32	5127									
PP33	5127									
PP34	5127									
PP35	5127									

Local Streets and Roads Program

Agency Name:		Agency Contact:	
Pittsburg		Ronald Nevels	
		(925) 252-4949	
		rnevels@ci.pittsburg.ca.us	
LoCode:	5127		

FY
17/18

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP01	2017/18 Traffic Calming Project	Installation of speed humps and RADAR speed feedback	Brookside Drive - four locations, other		06/2018	10	20
PP02	Bart Station Parking Strategy and	Install informational and directional signage for new BART	Various areas around the newly		06/2018	20	20
PP03	2017/18 Citywide Pavement	Patch paving on Loveridge Road from Pittsburg-Antioch	Patch paving on Loveridge Road from		06/2018	10	10
PP04	Traffic Signal Modification	Modifications to traffic signal timing and modernization	Citywide, with emphasis on the Leland		06/2018	1	10
PP05							
PP06							
PP07							
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PP24							



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

DATE: 9/22/2017
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: By Minute Order, Approval of a Letter Requesting Governor Veto SB 649 (Hueso). Wireless Telecommunications Facilities
MEETING DATE: 10/2/2017

EXECUTIVE SUMMARY

The League of California Cities is requesting the Governor to veto SB 649 (Hueso). Wireless Telecommunications Facilities. The League, along with 300 cities formally opposed SB 649 and at the League Conference more than 250 city officials participated in a press rally on the capitol steps opposing passage of SB 649. Staff is requesting Council approve the letter to the Governor to veto SB 649.

FISCAL IMPACT

Not Applicable.

RECOMMENDATION

City Council approve the Minute Order and letter requesting Governor veto SB 649 (Hueso), Wireless Telecommunications Facilities.

BACKGROUND

SB 649 (Hueso), seeks to eliminate public input, eliminate reasonable local environmental and design review, mandate the forced leasing of publicly owned infrastructure, and eliminate the ability for local governments to negotiate fair leases or any public benefit for the installation of "small cell" wireless equipment on taxpayer-funded property.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

Passage of SB 649 would eliminate local discretion and mandate ministerial processes, and effectively eliminate local residents and businesses from having fair input over the character of their own communities.

ATTACHMENTS: Letter Requesting Veto of SB 649
League of California Cities Request for Veto

Report Prepared By: Laura Wright, Environmental Affairs Manager



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

October 2, 2017

The Honorable Jerry Brown
Governor, State of California
State Capitol, First Floor
Sacramento, CA 95814

**RE: SB 649 (Hueso). Wireless Telecommunications Facilities (as enrolled)
Request for Veto**

Dear Governor Brown:

The City of Pittsburg respectfully requests your veto of SB 649 (Hueso), which seeks to eliminate public input, eliminate reasonable local environmental and design review, mandate the forced leasing of publicly owned infrastructure, and eliminate the ability for local governments to negotiate fair leases or any public benefit for the installation of "small cell" wireless equipment on taxpayer-funded property.

By eliminating our local discretion and mandating a ministerial process, SB 649 effectively eliminates the ability for our residents and businesses from having fair input over the character of their own communities. Most troubling is the shift of authority from the community and our elected officials to for-profit corporations for wireless equipment installations that can have significant health, safety, and aesthetic impacts when those companies have little, if any, interest to respect these concerns that potentially conflict with their profit margins.

As elected officials, we play a critical role in balancing the important needs of our community and respect for its character with the need to close the existing/widening digital divide and ensure that the many benefits from state-of-the-art wireless technology are available to all. Our local residents and businesses expect our City to be equipped to respond when they have legitimate concerns, especially as they relate to the location and design of these installations near or adjacent to their property.

Our City has been aggressively working on improving our community with improved design and infrastructure. SB 649 removes the local control of the local enforcement of these designs that ensure public benefit and safety. The passage of SB 649 would also override law enforcement's input and on safety measures for the placement and or non-placement of wireless equipment in our community. The elimination of this critical criteria for our continued safety within our community an extremely dangerous precedent.

The plain language of SB 649 gives the wireless industry the ability to install extremely large equipment, 6 cubic feet worth of antennas and 21 cubic feet worth of equipment (about the size of a twin bed) on "vertical infrastructure," such as street lights, traffic signals, and stop

signs without any showing that the industry is incapable of delivering smaller cellular equipment that improves the safety and aesthetic qualities of these facilities. Further, the bill allows the industry to place up to 35 cubic feet (about the size of a commercial refrigerator) of equipment on the ground for each provider on every pole. But the ultimate size of a facility will be unknown as there are exclusions for at least eight “ancillary” pieces of equipment that have no size or quantity limitations. The loose language in SB 649 eliminates any incentives for industry to develop smaller and more discreet designs. To be clear, what SB 649 gives the industry is far larger than the claimed “pizza box” size “small cell” site.

In an unprecedented move, SB 649 forces our City to give access to public property funded by our taxpayers so that for-profit wireless corporations can install their equipment to sell their private services. By eliminating fair market rate leases for use of taxpayer funded property (including city halls, parks, county libraries, and “vertical infrastructure”), this bill effectively gives corporations discounted access to these facilities with no requirement to pass their cost-savings onto their customers. SB 649 creates billions of dollars of value for wireless industry shareholders by eliminating fair market rate leases. Furthermore, rents from the use of public property, which every other for-profit business pays, help pay for our essential public services, such as police, fire, libraries, and parks. SB 649 sets a dangerous precedent for other private industries to seek similar treatment to benefit their shareholders over constituent funded infrastructure, further eroding the ability to fund our vital local services.

The term “small cell” is not defined in this bill by any technology standard, but instead by the size of the equipment. As long as the facility delivers “licensed and/or unlicensed spectrum” and falls within the loose size standards in the bill, it is a “small cell”. In other words, these wireless sites could be used for 4G technology that is already being deployed today, or to deliver Wi-Fi signals only, or for even more basic radio signals. The standards for 5G are still being developed and the technology is still years away from being deployed. Despite the industry’s most consistent talking point, this bill never even mentions 5G (nor any service) much less imposes any requirement, duty, or incentive to the industry to accelerate the deployment of this new technology.

For these reasons, the City of Pittsburg respectfully requests your veto of SB 649.

Sincerely,

Marilyn Craft
Mayor

cc: Senator Steve Glazer
Assemblyman Jim Frazier
Assemblyman Timothy S. Grayson
Tom Dyer, Deputy Legislative Affairs Secretary, Office of Governor Brown
Samantha Caygill, League of California Cities, scaygill@cacities.org
Meg Desmond, League of California Cities, mdesmond@cacities.org



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

September 20, 2017

The Honorable Jerry Brown
Governor, State of California
State Capitol, First Floor
Sacramento, CA 95814

**RE: SB 649 (Hueso). Wireless Telecommunications Facilities (as enrolled)
Request for Veto**

Dear Governor Brown:

The League of California Cities respectfully requests your veto of SB 649 (Hueso), which seeks to eliminate public input, eliminate reasonable local environmental and design review, mandate the forced leasing of publicly owned infrastructure, and eliminate the ability for local governments to negotiate fair leases or any public benefit for the installation of “small cell” wireless equipment on taxpayer-funded property.

By eliminating local discretion and mandating a ministerial process, SB 649 effectively eliminates local residents and businesses from having fair input over the character of their own communities. Most troubling is the shift of authority from the community and its elected officials to for-profit corporations for wireless equipment installations that can have significant health, safety, and aesthetic impacts when those companies have little, if any, interests to respect these concerns that potentially conflict with their profit margins. Local elected officials play a critical role in balancing the important needs of their community and respect for its character with the need to close the existing/widening digital divide and ensure that the many benefits from state-of-the-art wireless technology are available to all. Local residents and businesses expect their local governments to be equipped to respond when they have legitimate concerns, especially as they relate to the location and design of these installations near or adjacent to their property.

The plain language of SB 649 gives the wireless industry the ability to install extremely large equipment, 6 cubic feet worth of antennas and 21 cubic feet worth of equipment (about the size of a twin bed) on “vertical infrastructure,” such as street lights, traffic signals, and stop signs without any showing that the industry is incapable of delivering smaller cellular equipment that improves the safety and aesthetic qualities of these facilities. Further, the bill allows the industry to place up to 35 cubic feet (about the size of a commercial refrigerator) of equipment on the ground for each provider on every pole. But the ultimate size of a facility will be unknown as there are exclusions for at least eight “ancillary” pieces of equipment that have no size or quantity limitations. The loose language in SB 649 eliminates any incentives for industry to develop smaller and more discreet designs. To be clear, what SB 649 gives the industry is far larger than the claimed “pizza box” size “small cell” site.

In an unprecedented move, SB 649 forces local governments to give access to public property funded by the taxpayer so that for-profit wireless corporations can install their equipment to sell their private services. By eliminating fair market rate leases for use of taxpayer funded property (including city halls, parks, county libraries, and “vertical infrastructure”), this bill effectively gives corporations discounted access to these facilities with no requirement to pass their cost-savings onto their customers. SB 649 creates billions of dollars of value for wireless industry shareholders by eliminating fair market rate leases. Furthermore, rents from the use of public property, which every other for-profit business pays, help pay for essential public services, such as police, fire, libraries, and parks. SB 649 sets a dangerous precedent for other private industries to seek similar treatment to benefit their shareholders over constituent funded infrastructure, further eroding the ability to fund vital local services.

The term “small cell” is not defined in this bill by any technology standard, but instead by the size of the equipment. As long as the facility delivers “licensed and/or unlicensed spectrum” and falls within the loose size standards in the bill, it is a “small cell”. In other words, these wireless sites could be used for 4G technology that is already being deployed today, or to deliver Wi-Fi signals only, or for even more basic radio signals. The standards for 5G are still being developed and the technology is still years away from being deployed. Despite the industry’s most consistent talking point, this bill never even mentions 5G (nor any service) much less imposes any requirement, duty, or incentive to the industry to accelerate the deployment of this new technology.

In addition to all these reasons why SB 649 is against the public interest, SB 649 also creates an arbitrary distinction between “small cells” and “micro wireless facilities” that violates federal law. States and municipalities are prohibited by federal law from discriminating among telecommunications service providers’ access to the public rights-of-way. See 47 U.S.C. § 253. By completely exempting “micro wireless facilities” typically deployed by cable operators from all permits and fees, SB 649 would result in state-sanctioned discrimination among similarly situated service providers in violation of the federal Telecommunications Act of 1996.

The League, accompanied by over 300 cities formally opposed and more than 250 city officials that participated at our September 15th press rally on the capitol steps, respectfully requests your veto of SB 649. If you have any questions regarding the League’s position on this bill, please do not hesitate to contact me at (916) 658-8283.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Berdugo", with a stylized, cursive script.

Rony Berdugo
Legislative Representative

Cc: California State Senator, Ben Hueso
Camille Wagner, Legislative Affairs Secretary, Office of Governor Brown
Tom Dyer, Deputy Legislative Affairs Secretary, Office of Governor Brown