



**CITY OF PITTSBURG
AGENDA**

November 19, 2018

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

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

**CITY COUNCIL
HOUSING AUTHORITY
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II**

PRESIDING

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

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

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

NOTICE TO PUBLIC (Attached)

COUNCIL COMMITTEES LIST (Attached)

COMMISSIONS/COMMITTEES MEETING SCHEDULE (Attached)

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Freeway Camera Project Update

CITY MANAGER REPORTS/REMARKS

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

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)

HOUSING AUTHORITY

CONSENT CALENDAR

1. Minutes

Minutes of October 15, 2018

2. Disbursement Lists

Disbursement List of October 31, 2018

3. Adoption of a Housing Authority Resolution to Approve a Sublease Agreement by Housing Authority of the City of Pittsburg and Diablo Energy Storage, LLC at 160 East Tenth Street

Staff is recommending approval of the attached Sublease Agreement with Diablo Energy Storage, LLC ("DES") for the operation of an administrative office at 160 East Tenth Street ("Premises") within the Entrata Building ("Building").

ADJOURNMENT OF THE HOUSING AUTHORITY to December 17, 2018

CITY COUNCIL MEETING

CONSIDERATION

4. Adoption by Minute Order of a City Council Recess for Winter Months

Historically, the City Council takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate the City's Winter Closure.

5. Adoption of a City Council Resolution Authorizing a Consultant Service Agreement with De Novo Planning Group for Preparation of the Pittsburg General Plan Update and Environmental Impact Report

In 2001, the City of Pittsburg completed a comprehensive update of Pittsburg's General Plan, setting forth a policy framework to guide the city's long-term growth and development for the year 2020. With the General Plan's horizon year approaching, the City is initiating a new update of the document so that it can continue providing critical guidance through the year 2040. Staff recommends approval of a consultant service agreement with De Novo Planning Group to prepare the Pittsburg General Plan Update and Environmental Impact Report (EIR).

CONFLICT OF INTEREST STATEMENT

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

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II AND SUCCESOR AGENCY CONSENT CALENDAR

6. Minutes

Minutes of November 5, 2018

7. Adoption of a Pittsburg Power Company Resolution Accepting a \$40,000 Grant from the Y & H Soda Foundation and to Increase the Instructional Budget of the Future Build Program

Pittsburg Power Company (PPC) is seeking approval to accept a \$40,000 grant from the Y & H Soda Foundation (Grant) and to increase the instructional budget of the Future Build Program (Future Build).

8. Acceptance of the Annual Pre-winter Inspection Report for the Southwest Pittsburg Geological Hazard Abatement District II

Fritz McKinley, the General Manager of the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD), has provided for the Board's Information a detailed inspection report and his annual report of GHAD facilities and site conditions.

9. Adoption of a City Council Resolution to Accept Contract 2017-12, Water Treatment Plant Filter Media Replacement Project as Complete and Authorize the City Engineer to File a Notice of Completion

Contract 2017-12, Water Treatment Plant Filter Media Replacement Project ("the Project") was for the removal and disposal of Anthracite and spent Granular Activated Carbon (GAC) and replacement with new GAC in the water filters at the City's Water Treatment Plant. This Resolution will accept construction as complete and authorize the City Engineer to file a Notice of Completion for the Project.

10. Adoption of a City Council Resolution Authorizing the City Manager or his Designee to Execute Agreement between Sierra Pacific Properties, Inc. and the City of Pittsburg

In response to a request by Sierra Pacific Properties, the Pittsburg Police Department is requesting City Council approval of the Resolution authorizing the City Manager or his Designee to execute the Agreement between Sierra Pacific Properties and the City of Pittsburg.

11. Adoption of a City Council Resolution to Approve the Handbook for City Advisory Bodies

Working with an ad hoc committee of the City Council, the City Clerk and Commission liaison staff were tasked with review of the Handbook for City Advisory Bodies. Along with some ministerial corrections, the committee has determined a change in the dates for terms is in order to allow newly appointed Commissioners the opportunity for League of California Cities training nearer the start of their terms. A Code of Conduct section was also added as well as a section on use of electronic media during a meeting and Social Media protocol. Staff recommends approval of the revised handbook as a training and guidance document for members of the City's commissions.

12. Adoption of a City Council Resolution Awarding a Professional Services Agreement to Granicus for Website Design and Services

The City Manager has requested improvement, updating and reconstruction of the City's website. Pursuant to the results of a request for proposal for a redesign of the City's website, the City wishes to enter into a contract with Granicus for these services.

13. Receive and File the Treasurer's Report for the Quarter Ending September 30, 2018

Attached is the Treasurer's Report for the fiscal quarter ending September 30, 2018, which include the combined detail information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

14. Adoption of a City Council Resolution to Amend Staffing Allocation in the Planning Division

The City Manager, upon recommendation from the Director of Community Development recommends changing the staffing allocation plan by adding one (1) Assistant Planner position to the Planning Division.

15. Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between the City of Pittsburg and Kevin Harrell for the Property Located at 764 E. 11th Street (073-082-020)

The City of Pittsburg and Kevin Harrell, an individual ("Buyer"), propose to enter into a purchase and sale agreement (Purchase Agreement) for the disposition of City property located at 764 E. 11th Street (073-082-020) (the "Property").

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)
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ADJOURNMENT to December 3, 2018

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 - 2018

Updated September 17, 2018

<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 / Juan Banales Alternate	Standing	Monthly	K. Pollot
East County Water Management	Merl Craft / Pete Longmire Alternate	Standing	Annual	F. McKinley
MCE Clean Energy Board	Juan Banales / Pete Longmire Alternate	Standing	4 Per Year	G. Evans
TRANSPLAN / ECCRFFA	Sal Evola / Juan Banales Alternate	Standing	2 nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	Pete Longmire& Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht
<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	Pete Longmire / Sal Evola Alternate	Standing	1 st Thursday	J. Sbranti/G. Evans
School Districts Committee	Merl Craft &Jelani Killings / Juan Banales Alt.	Standing	4 th Thursday even months	J. Sbranti
<u>SUBCOMMITTEES</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
CIP	Juan Banales & Jelani Killings	Ad Hoc	As needed	F. McKinley/J.Hecht
Commission and Council Procedures	Merl Craft / Sal Evola	Ad Hoc	As needed	A. Evenson
Concord Hills Working Group	Sal Evola & Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	J. Sbranti
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	K. Pollot
Local Contracting & Preference Policy	Merl Craft & Sal Evola	Ad Hoc	As needed	J. Sbranti
Pittsburg Arts & Community Foundation	Merl Craft& Jelani Killings / Pete Longmire Alt.	Standing	As needed	J. Sbranti
Pittsburg Police Activities League (PAL)	Juan Banales & Pete Longmire / Killings Alt.	Standing	Monthly	B. Addington
Power Company Advisory	Pete Longmire & Juan Banales / Merl Craft Alt.	Standing	As needed	G. Evans
Public Outreach	Juan Banales & Jelani Killings	Ad Hoc	As needed	K. Simonton
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	M. Aliotti

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

Commission	Tentative Meeting Dates
Planning Commission	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.

**CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES**

DATE: October 15, 2018

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

CITY COUNCIL/AGENCY MEMBERS

Dwaine "Pete" Longmire, Mayor/Chair Member
Sal Evola, Vice-Mayor/Chair
Member Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Marilyn Craft, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

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

CALL TO ORDER

Chair Longmire called the meeting of the Housing Authority to order at 7:48 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

All members were present.

CONSENT CALENDAR

On motion by Member Craft, seconded by Member Killings to adopt and carried unanimously.

3. Minutes of September 17, 2018
4. Disbursement Lists of August 31, 2018 and September 30, 2018

ADJOURNMENT

The Housing Authority was adjourned at 7:49 P.M. to November 19, 2018.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURG HOUSING AUTHORITY

Disbursement List Summary For the month of October 2018

VOUCHERS	Ck#	Amount	HAP ¹	VASH ²	UR ³	Portability	Admin. Fee	TOTAL
	148040-148163	1,448,056.89	1,182,244.71	142,073.00	9,869.29	109,274.00	4,595.89	1,448,056.89
	100118001-100118486	-	-	-	-	-	-	-
	148164-148170	26,550.39	15,274.39	886.00	174.00	10,216.00	-	26,550.39
	101518001-101518022	-	-	-	-	-	-	-
	TOTAL	1,474,607.28	1,197,519.10	142,959.00	10,043.29	119,490.00	4,595.89	\$ 1,474,607.28

¹Housing Assistance Payment

²Veterans Affairs Supportive Housing

³Utility Reimbursement

ADMINISTRATIVE EXPENSES	Amount	Description	TOTAL
Paid to	\$ 38,432.67	Full Time salaries	\$ 38,432.67
City of Pittsburgh	\$ 295.53	Stipend	295.53
(10/18 Operating	-	Part Time salaries	-
	-	Overtime salaries	-
	2,642.58	Retirement	2,642.58
	7,220.58	Retirement-Pension bonds	7,220.58
	8,792.68	Health Insurance	8,792.68
	-	CalPERS Unfunded Liability - Non Sworn	-
	185.54	Additional CalPERS Pension Contribution	185.54
	117.24	Life Insurance	117.24
	922.16	Dental Insurance	922.16
	2,521.15	Workers Comp	2,521.15
	259.89	Unemployment Insurance	259.89
	151.67	Disability Ins.	151.67
	2,984.59	FICA	2,984.59
	818.76	Deferred Compensation	818.76
	974.25	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	974.25
	600.00	Pension 115 Trust	600.00
	2,590.91	Retiree OPEB Costs	2,590.91
	1,015.46	Office Supplies	1,015.46
	-	Computer Software	-
	-	Textbooks	-
	1,075.51	Postage	1,075.51
	-	Misc Equip & Furniture < \$5,000	-
	-	Other Special Departmental Supplies	-
	1,030.00	Utilities (Gas, Electric & Water)	1,030.00
	1,134.65	Telephone - Regular	1,134.65
	0.79	Telephone - Other	0.79
	1,442.96	Membership Dues & Subscriptions	1,442.96
	-	Travel, Training, & Conference	-
	2,153.16	Insurance - Alloc Chgs	2,153.16
	-	Legal Fees	-
	-	Auditing Expense	-
	-	Settlement Hearing	-
	917.00	Other Contractual & Professional Service	917.00
	-	Advertising & Promotion	-
	3,684.95	Maintenance Agreements	3,684.95
	-	Maintenance & Repairs	-
	155.65	Equipment Rental	155.65
	2,375.00	Building Rental	2,375.00
	561.16	Fleet Maintenance Alloc Chgs	561.16
	1,429.16	Building Maintenance Alloc Chgs	1,429.16
	1,963.66	Information Systems Alloc Chgs	1,963.66
	-	Bad Debt Expense	-
	4,642.75	Admin overhead paid to city	4,642.75
	384.00	Legal - Non Retainer/Non Reimbursable	384.00
	-	Capital Equipment & Furniture	-
	-	Other Special Departmental Supplies - Rental	-
	-	Utilities (Gas, Electric, & Water) - Rental	-
	-	Advertising & Promotion - Rental	-
	-	Other Contractual & Professional Service - Rental	-
	179.00	Maintenance & Repairs - Rental	179.00
	-	Property Tax payment - Rental	-
	205.66	Other fees - Rental	205.66
	-	Lighting & Landscape Assessment - Rental	-
	-	CCCERA Interfund Loan Payback	-
	1,548.83	Transfer-Out to OPEB (Unfunded Liabilities)	1,548.83
TOTAL	95,409.55		95,409.55

VOIDED CHECKS & ADJUSTMENTS	Ck#	Amount	Reason	TOTAL
	147579	(2,000.00)	Lost check - reissued on 10/15/18	(2,000.00)
	148059	(148.00)	Voided check - reissued on 11/1/18	(148.00)
			<i>Dejar 11/6/18</i>	-
				-
				-
TOTAL		(2,148.00)		\$ (2,148.00)

NET of Issued and Voided \$ 1,567,868.83

Check Summary

October 1, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 148040	10/1/18	*****2494	Amana K Cornish	59.00
148041	10/1/18	*****1508	Angela N Taylor	116.00
148042	10/1/18	*****4690	Anita S Crayton	67.00
148044	10/1/18	*****2436	Antinette M Watkins	45.00
148045	10/1/18	*****2188	Antoine D Jackson	191.00
148046	10/1/18	*****6117	Athena A Ruiz	105.00
148047	10/1/18	*****0898	Burhan Nawabi	59.00
148048	10/1/18	*****0284	Christopher R Wingfield	262.00
148049	10/1/18	*****5232	Danielle M Thomas	91.00
148050	10/1/18	*****2940	Donnette L Terrell	36.00
148051	10/1/18		Franchise Tax Board	477.75
148052	10/1/18	*****4959	Hamayoon Kakar	215.00
148053	10/1/18	*****3180	Kamika C Thigpen	9.00
148055	10/1/18	*****6519	Krystal M Williams	22.00
148056	10/1/18	*****7253	Laneava S Blanks	57.00
148057	10/1/18	*****5201	Laquita Dillon	122.00
148058	10/1/18	*****6488	Luz S Edington	32.00
148059	10/1/18	*****3960	Lyniece N Eddins	148.00
148060	10/1/18	*****6385	Marcia Price	117.00
148061	10/1/18	*****7280	Mareece M Harrison	19.00
148062	10/1/18	*****5133	Mary P Grigsby	20.00
148064	10/1/18	*****3829	Nicole N Hodge	89.00
148065	10/1/18	*****8665	Nieza M Burrus	145.00
148066	10/1/18	*****4119	Pashenia D Sanders	168.00
148067	10/1/18	*****8278	Patrice Johnson	82.00
148068	10/1/18	*****9042	Priscilla Bunton	7.00
148070	10/1/18	*****7218	Rayna Madison	64.00
148071	10/1/18	*****1601	Rosa R Stevens	160.00
148072	10/1/18	*****6935	Samaiyah A Warren	138.00
148073	10/1/18	*****1512	Shawn A Prince	37.00
148074	10/1/18	*****3542	Starr C Bronson	13.00
148076	10/1/18	*****4760	Totiona B Richardson	9.00
148077	10/1/18	*****5793	Veronica C Chavez	4.00
148078	10/1/18	*****8651	Zaoxin Rong	2,266.00

148080	10/1/18	*****2890	Raquel E Miller	35.00
148081	10/1/18	*****8623	Kimberly A Limas	164.00
148082	10/1/18	*****4208	Ono c Rothschild	266.00
148083	10/1/18	*****2184	Evelyn Smith	14.00
148084	10/1/18	*****8612	Regina D Tucker	68.00
148085	10/1/18	*****8889	Rosemarie Fagundes	35.00
148086	10/1/18	*****0261	Verline Mason	18.00
148087	10/1/18	*****5753	Kevin j Hernandez	231.00
148088	10/1/18	*****6015	Sherron A Camp	124.00
148089	10/1/18	*****7911	Jackie I Haywood	179.00
148090	10/1/18	*****9122	Nancy M Parrish	157.00
148091	10/1/18	*****6241	Felisha L Lee	161.00
148092	10/1/18	*****2941	Sadrina Sims	120.00
148093	10/1/18	*****0841	Mona Lisa Jones	92.00
148094	10/1/18	*****5492	Michelle m Williams	58.00
148095	10/1/18	*****0046	Letta D Christian	83.00
148096	10/1/18	*****4842	Tyisha C Paulk	68.00
148097	10/1/18	*****1955	Marilyn M Walker	33.00
148098	10/1/18	*****7135	Michele N Nichols	57.00
148099	10/1/18	*****9585	Angel L Jefferson	278.00
148100	10/1/18	*****2879	Tieshia S Jones	168.00
148101	10/1/18	*****5626	Lashawn P Fields	74.00
148102	10/1/18	*****4722	Nikita a Crawford	43.00
148103	10/1/18	*****1903	Ebony D Loud	20.00
148104	10/1/18	*****3113	Mannah S Parrott	215.00
148105	10/1/18	*****4702	Tracey S Russell	19.00
148106	10/1/18	*****9728	Shelleda F Jackson	58.00
148107	10/1/18	*****4559	Julie A Young	55.00
148108	10/1/18	*****0248	Abdul A Wardak	62.00
148109	10/1/18	*****1715	Chantal L Bolden	16.00
148110	10/1/18	*****1015	Jessica D Parker	172.00
148111	10/1/18	*****5298	Gloria F Nelson	19.00
148112	10/1/18	*****0903	Virgie r Gray	69.00
148113	10/1/18	*****6507	Melissa R Griffin	19.00
148114	10/1/18	*****3869	Charlene M Best	95.00
148115	10/1/18	*****1062	Lateefah S Camacho	215.00
148116	10/1/18	*****4721	Ebony N Manning	87.00
148117	10/1/18	*****2217	Camille A Lascano	177.00
148118	10/1/18	*****9229	Sonia M Guevara	125.00
148119	10/1/18	*****8078	Lisa E Gordon	17.00
148120	10/1/18	*****2808	Ramona P Jimenez	148.00

148121	10/1/18	*****5288	Nicole m Magnus	19.00
148122	10/1/18	*****0410	Tanya m Russell	194.00
148123	10/1/18	*****8511	Tantasha Y Dutye	178.00
148124	10/1/18	*****5083	Crystal j Houston	195.00
148125	10/1/18	*****1696	Angela M Lenzi	30.00
148126	10/1/18	*****5072	Chawnette D Sneed	46.00
148127	10/1/18	*****8818	Lisa n Macpheators	136.00
148128	10/1/18	*****8765	Antoinette D Durrett	45.00
148129	10/1/18	*****3349	Iris S Randall	46.00
148130	10/1/18	*****0840	Dalisha L Bernstine	103.00
148131	10/1/18	*****6953	Nathan Banks JR	26.00
148132	10/1/18	*****8619	Linshelle j Gay	41.00
148133	10/1/18	*****1238	Ramonda A Carlos	118.00
148134	10/1/18	*****2730	Jolene L Carlos	183.00
148135	10/1/18	*****6995	Graciela Arroyo	68.00
148136	10/1/18	*****0195	Shanoria s Sasser	130.00
148137	10/1/18	*****7390	Masuda Nawabi	35.00
148138	10/1/18	*****1951	Vinisha D Thornton	227.00
148139	10/1/18	*****7822	Daudi K Edmond	41.00
148140	10/1/18	*****5758	Monique c Chaves	119.00
148141	10/1/18	*****1164	Michelle M Balestrieri	155.00
148142	10/1/18	*****6095	Leilani S Gomez	162.00
148143	10/1/18	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	1,592.00
148144	10/1/18	*****9524	Ahmed H Abushgarah	18.00
148145	10/1/18	*****9326	Western Addition Apartments, LLC	1,506.00
148146	10/1/18	*****8574	Alamo Square Apartments LLC	2,161.00
148147	10/1/18	*****9810	Housing Authority of the County of Alameda	6,687.19
148148	10/1/18	*****0339	Shanda Arnold	1,798.00
148150	10/1/18	*****0348	Hartz Property Management	1,484.00
148151	10/1/18	*****1057	Diamond Hillside Apartments	1,093.00
148152	10/1/18	*****0978	King County Housing Authority	1,548.80
148153	10/1/18	*****3848	Leticia Carasi Malasig	453.00
148154	10/1/18	*****3124	Dante McDonald	1,012.00
148155	10/1/18	*****2593	Ba Nguyen Thu Thi Ngo	3,420.00
* 148160	10/1/18	*****8684	Virendra M. Patel	2,001.00
148161	10/1/18	*****9182	Lorene Paysinger	1,793.00
148162	10/1/18	*****7243	Linda Phon	961.00
148163	10/1/18	*****4614	Vincenzo Signorino	1,429.00
* 100118001	10/1/18	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES 1,975.00

100118002	10/1/18	*****7855	Mariya Briggs	DD - ES	2,822.00
100118003	10/1/18	*****2626	9th Street Associates, LP	DD - ES	1,619.00
100118004	10/1/18	*****0229	Meerwais Abdiani	DD - ES	867.00
100118005	10/1/18	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	2,103.00
100118006	10/1/18	*****6232	Rosario Aguilar	DD - ES	828.00
100118007	10/1/18	*****5759	Rosa Aguirre	DD - ES	2,251.00
100118008	10/1/18	*****9530	Demetrius Alexander	DD - ES	1,890.00
100118009	10/1/18	*****2539	Ida Alfaro	DD - ES	554.00
100118010	10/1/18	*****3510	Altisource Residential Corporation	DD - ES	986.00
100118011	10/1/18	*****9681	Dale Alvarez	DD - ES	1,675.00
100118013	10/1/18	*****0104	Cecilia Anderson	DD - ES	2,643.00
100118014	10/1/18	*****0387	James or Brenda Anderson	DD - ES	2,675.00
100118015	10/1/18	*****5255	Linda S Anderson	DD - ES	2,689.00
100118016	10/1/18	*****9111	Shawn Anderson	DD - ES	1,731.00
100118017	10/1/18	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,747.00
100118018	10/1/18	*****0707	Sergeant or Sima Austin	DD - ES	915.00
100118019	10/1/18	*****4941	Shruti Motilal Ba-Harani	DD - ES	2,307.00
100118020	10/1/18	*****3967	Ajay Banga	DD - ES	2,434.00
100118021	10/1/18	*****2764	Mel L. Banagan	DD - ES	1,338.00
100118022	10/1/18	*****4138	Carlos G. Barraza	DD - ES	831.00
100118023	10/1/18	*****3909	Ken Bartlett	DD - ES	4,816.00
100118024	10/1/18	*****7446	Bay Burg Property, LLC	DD - ES	861.00
100118025	10/1/18	*****5979	John Bedford	DD - ES	572.00
100118026	10/1/18	*****9093	Holly Beech	DD - ES	3,802.00
100118028	10/1/18	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,666.00
100118029	10/1/18	*****2521	Belmont Apartments	DD - ES	27,379.00
100118030	10/1/18	*****2521	Belmont Apartments	DD - ES	29,247.00
100118031	10/1/18	*****2521	Belmont Apartments	DD - ES	27,687.00
100118032	10/1/18	*****2521	Belmont Apartments	DD - ES	26,078.00
100118033	10/1/18	*****5996	Alex Benjamin	DD - ES	1,490.00
100118034	10/1/18	*****8634	Bethel Global Development LLC	DD - ES	1,590.00
100118035	10/1/18	*****7075	Som N Bhatia	DD - ES	2,149.00
100118036	10/1/18	*****0602	Pinakin Bhatt	DD - ES	2,386.00
100118037	10/1/18	*****8470	Joseph B. Bachir	DD - ES	1,348.00
100118038	10/1/18	*****3502	Black Diamond Management	DD - ES	1,192.00
100118039	10/1/18	*****5924	Steven Booras	DD - ES	2,006.00
100118040	10/1/18	*****3037	Kelly Ann Bradford	DD - ES	1,449.00
100118041	10/1/18	*****5829	Brian Carter	DD - ES	807.00

100118042	10/1/18	*****6215	Janet Brown	DD - ES	1,343.00
100118043	10/1/18	*****7469	Jessica G. Platt	DD - ES	1,775.00
100118044	10/1/18	*****9783	Lauren H Brown	DD - ES	936.00
100118045	10/1/18	*****9954	Blue Sapphire Homes, Inc.	DD - ES	2,173.00
100118046	10/1/18	*****2142	Huong T. Bui	DD - ES	3,290.00
100118047	10/1/18	*****3080	Vu Manh Bui	DD - ES	1,729.00
100118048	10/1/18	*****3187	Burga Family California Trust	DD - ES	1,952.00
100118051	10/1/18	*****3026	Jerome Busby	DD - ES	1,868.00
100118052	10/1/18	*****7349	Xuelong Cao	DD - ES	497.00
100118054	10/1/18	*****4042	Donnell I. Carson	DD - ES	1,810.00
100118055	10/1/18	*****5079	Castle Creek Company, Inc.	DD - ES	1,457.00
			Trust Account		
100118056	10/1/18	*****6869	Cora Ann Chambers	DD - ES	1,527.00
100118057	10/1/18	*****6228	Gayle Chamberlain	DD - ES	862.00
100118058	10/1/18	*****0398	Kan Chuen Chan	DD - ES	2,062.00
100118059	10/1/18	*****5571	P. M. Chaobal	DD - ES	2,600.00
100118060	10/1/18	*****1853	Hong Chen	DD - ES	4,533.00
100118061	10/1/18	*****8946	Jienlin Chen	DD - ES	2,256.00
100118062	10/1/18	*****0128	Ping Chen	DD - ES	2,024.00
100118063	10/1/18	*****2680	Sherry Chen	DD - ES	861.00
100118064	10/1/18	*****4714	Wenhua Chen	DD - ES	2,372.00
100118065	10/1/18	*****5473	Hwa-Yoong Chiu	DD - ES	1,421.00
100118066	10/1/18	*****3211	Ada Choi	DD - ES	2,201.00
100118067	10/1/18	*****2454	Chun Ok Choi	DD - ES	1,171.00
100118068	10/1/18	*****0310	City of Pittsburg Housing Authority	DD - ES	3,967.00
100118069	10/1/18	*****3591	Juan F. Clara	DD - ES	1,257.00
100118070	10/1/18	*****7054	Ping Cao	DD - ES	1,394.00
100118071	10/1/18	*****1362	College Park Housing Authority	DD - ES	805.80
100118072	10/1/18	*****9873	Angel Contreras	DD - ES	2,735.00
100118073	10/1/18	*****8060	Betty Conner	DD - ES	1,136.00
100118074	10/1/18	*****3394	Kim Cortesi	DD - ES	1,875.00
100118081	10/1/18	*****7194	Maria G. Costa	DD - ES	237.00
100118082	10/1/18	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	1,998.00
100118083	10/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	21,472.00
100118084	10/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	22,935.00
100118085	10/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	23,586.00
100118086	10/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	3,156.00

100118087	10/1/18	*****6569	Jeannette D. Crespo	DD - ES	2,439.00
100118088	10/1/18	*****4259	Junie Varela Crosby	DD - ES	1,904.00
100118089	10/1/18	*****7900	Patricia Crosby	DD - ES	1,422.00
100118090	10/1/18	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	1,502.00
100118091	10/1/18	*****6248	Justin Dailey	DD - ES	1,480.00
100118092	10/1/18	*****1622	Dam Quang To	DD - ES	19.00
100118093	10/1/18	*****8853	Antoinette Davis	DD - ES	1,358.00
100118094	10/1/18	*****2963	Audrey Davis	DD - ES	953.00
100118095	10/1/18	*****0396	Kesha E. Davis	DD - ES	1,277.00
100118096	10/1/18	*****8929	Kevin Davidson	DD - ES	1,017.00
100118097	10/1/18	*****4961	Paulette Davis	DD - ES	1,421.00
100118098	10/1/18	*****6115	Roshan M. Davis	DD - ES	1,448.00
100118099	10/1/18	*****9068	Jagdeep or Shashi Dayal	DD - ES	3,615.00
100118100	10/1/18	*****8370	Charles Dellamore	DD - ES	1,644.00
100118101	10/1/18	*****5882	David De La Torre	DD - ES	1,353.00
100118103	10/1/18	*****1004	Brigitte P. Doan	DD - ES	7,607.00
100118104	10/1/18	*****3531	Anna Phuongnam Thi Do	DD - ES	2,050.00
100118105	10/1/18	*****9716	JoAnn or Larry Domina	DD - ES	1,134.00
100118106	10/1/18	*****5043	Alex Dongallo	DD - ES	2,115.00
100118107	10/1/18	*****6538	Linda Duong	DD - ES	937.00
100118108	10/1/18	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	5,920.00
100118109	10/1/18	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	1,336.00
100118110	10/1/18	*****3757	Alma B Espiritu	DD - ES	1,711.00
100118111	10/1/18	*****6095	Rosario Espejo	DD - ES	1,380.00
100118112	10/1/18	*****6027	Jianxin Fang Jia Liu	DD - ES	4,090.00
100118113	10/1/18	*****3835	Michael Mao C/O Jing Feng	DD - ES	2,543.00
100118114	10/1/18	*****8236	Anthony Ferrell	DD - ES	1,709.00
100118115	10/1/18	*****2790	Barbara J. Fierner	DD - ES	1,490.00
100118116	10/1/18	*****9447	Joseph Field	DD - ES	1,098.00
100118117	10/1/18	*****7691	Hernan Roberto Figueroa	DD - ES	1,314.00
100118119	10/1/18	*****0962	Tochia D. Brewster Fleeton	DD - ES	1,441.00
100118120	10/1/18	*****5773	Alexander Flowers	DD - ES	1,484.00
100118121	10/1/18	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	1,694.37
100118122	10/1/18	*****4032	Fox Creek Apartments	DD - ES	22,679.00
100118123	10/1/18	*****4032	Fox Creek Apartments	DD - ES	11,128.00
100118124	10/1/18	*****0284	Monica Fraga	DD - ES	1,688.00
100118125	10/1/18	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	1,722.00

100118126	10/1/18	*****6265	Mr. Darren Fuller	DD - ES	1,381.00
100118127	10/1/18	*****8997	Fan Fuller	DD - ES	450.00
100118128	10/1/18	*****9634	Gialene Gaines	DD - ES	1,450.00
100118129	10/1/18	*****8306	Bao Wen Gao	DD - ES	2,340.00
100118130	10/1/18	*****6981	Adraine Gardner	DD - ES	1,701.00
100118131	10/1/18	*****4278	Antoinette L Garcia	DD - ES	1,345.00
100118132	10/1/18	*****7036	David Gardner	DD - ES	3,064.00
100118133	10/1/18	*****0785	Rupesh Garg Samantha Garg	DD - ES	3,025.00
100118134	10/1/18	*****2931	William H. Gardiner	DD - ES	2,115.00
100118135	10/1/18	*****5111	Gateway Apartments	DD - ES	4,530.00
100118136	10/1/18	*****5298	Parvindokht Ghaboulidashti	DD - ES	1,050.00
100118137	10/1/18	*****2770	Eva Gholson	DD - ES	2,562.00
100118138	10/1/18	*****1145	Vernon or Eva Gholson	DD - ES	2,506.00
100118139	10/1/18	*****5958	Jacqueline Gill	DD - ES	1,671.00
100118140	10/1/18	*****8187	Sukpran Gill	DD - ES	1,609.00
100118141	10/1/18	*****6084	Gold A and S LLC	DD - ES	2,823.00
100118142	10/1/18	*****3032	Jesse Gonzaga	DD - ES	425.00
100118143	10/1/18	*****2367	Ting Gong	DD - ES	2,094.00
100118144	10/1/18	*****6940	Frances Greene	DD - ES	2,800.00
100118145	10/1/18	*****4872	Rodney Green	DD - ES	1,205.00
100118146	10/1/18	*****3361	Rupinder Grewal	DD - ES	1,382.00
100118147	10/1/18	*****7325	Patricia Gridley	DD - ES	626.25
100118148	10/1/18	*****6305	Italo Grossi	DD - ES	1,572.00
100118149	10/1/18	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	1,287.00
100118150	10/1/18	*****0940	Krystle Guan	DD - ES	4,480.00
100118151	10/1/18	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	1,307.00
100118152	10/1/18	*****5267	Abhilash Gupta	DD - ES	6,475.00
100118153	10/1/18	*****7930	Donald R. Watson, Sr.	DD - ES	544.00
100118154	10/1/18	*****2314	Nicole Hackett	DD - ES	1,401.00
100118155	10/1/18	*****0457	Jeffrey Paul Hagler	DD - ES	1,116.00
100118156	10/1/18	*****9827	Delores Jane Hall	DD - ES	1,519.00
100118157	10/1/18	*****6228	David L Hart	DD - ES	1,803.00
100118158	10/1/18	*****1769	Lawrence Harrold	DD - ES	4,866.00
100118159	10/1/18	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	3,259.00
100118160	10/1/18	*****5859	Chuanhu He	DD - ES	1,663.00
100118161	10/1/18	*****6728	David T. Hennigan	DD - ES	7,009.00
100118162	10/1/18	*****3097	Silvester C. Henderson	DD - ES	3,819.00
100118163	10/1/18	*****5221	Anna Hernandez	DD - ES	1,444.00
100118164	10/1/18	*****2157	Elias Herrera	DD - ES	1,779.00

100118165	10/1/18	*****7408	Serene Herrmann	DD - ES	960.00
100118166	10/1/18	*****3423	Sally Lea Hickman	DD - ES	1,493.00
100118167	10/1/18	*****1603	Marva Hill	DD - ES	560.00
100118168	10/1/18	*****6255	Carl E. Hoard II	DD - ES	1,875.00
100118169	10/1/18	*****7386	Hanh Huu Hoang	DD - ES	1,553.00
100118170	10/1/18	*****5654	Havy S Hoag	DD - ES	2,585.00
100118171	10/1/18	*****4106	Albert Ho	DD - ES	1,797.00
100118172	10/1/18	*****2084	Annie Ho The Annie Ho Living Trust	DD - ES	1,352.00
100118173	10/1/18	*****0051	Dan Ho	DD - ES	2,110.00
100118174	10/1/18	*****8576	Joyce Ann Hoffman	DD - ES	1,460.00
100118175	10/1/18	*****7451	Gloria H. Holbrook	DD - ES	1,950.00
100118176	10/1/18	*****4543	Ronald G. Holmes	DD - ES	1,134.00
100118177	10/1/18	*****2768	Invitation Homes	DD - ES	2,099.00
100118178	10/1/18	*****5700	Tony Ho	DD - ES	1,004.00
100118179	10/1/18	*****9956	Cheng Huang	DD - ES	2,922.00
100118180	10/1/18	*****1535	Fanny Kao Huang	DD - ES	2,301.00
100118181	10/1/18	*****8816	Ming Zin Huang	DD - ES	2,368.00
100118182	10/1/18	*****7984	Tao Huang	DD - ES	8,665.00
100118183	10/1/18	*****7179	Ya Jing Huang	DD - ES	2,047.00
100118184	10/1/18	*****9084	Nancy Xiu Zhen Hu	DD - ES	2,353.00
100118185	10/1/18	*****6229	Thinh Trieu Huynh	DD - ES	2,000.00
100118186	10/1/18	*****0778	IGreen House Inc.	DD - ES	1,360.00
100118187	10/1/18	*****8007	2015-1 IH2 Borrower LP	DD - ES	1,908.00
100118188	10/1/18	*****4320	IH2 Property West, L.P.	DD - ES	1,133.00
100118189	10/1/18	*****7951	IH5 Property West LP	DD - ES	2,640.00
100118190	10/1/18	*****7013	Eugene G. Imperato	DD - ES	1,480.00
100118191	10/1/18	*****2726	IH4 Property West LP	DD - ES	2,050.00
100118192	10/1/18	*****8323	Keyee Investment LLC	DD - ES	268.00
100118193	10/1/18	*****1017	LaShon D Irving	DD - ES	1,886.00
100118194	10/1/18	*****0911	Mario Isidro	DD - ES	1,776.00
100118195	10/1/18	*****6821	Michael or Kay Isola	DD - ES	798.00
100118196	10/1/18	*****4913	Jabbarr Love	DD - ES	1,025.00
100118197	10/1/18	*****2036	Brandi Jackson C/O Perry Realty Team	DD - ES	2,054.00
100118198	10/1/18	*****4910	Sameer Jain	DD - ES	4,512.00
100118199	10/1/18	*****3307	Vishal S. Jain	DD - ES	1,391.00
100118200	10/1/18	*****1349	Jason Le	DD - ES	2,429.00
100118201	10/1/18	*****6917	Jian Xing Zhang	DD - ES	1,499.00
100118202	10/1/18	*****5506	Jason K. Johnson	DD - ES	2,951.00
100118203	10/1/18	*****8569	Ronita Johnson	DD - ES	1,431.00

100118204	10/1/18	*****8867	James Jones	DD - ES	1,967.00
100118205	10/1/18	*****2434	Sharon Jones	DD - ES	1,787.00
100118206	10/1/18	*****9670	Cheryl D Joseph	DD - ES	2,133.00
100118207	10/1/18	*****4905	Mostaeen B Jouya	DD - ES	2,148.00
100118208	10/1/18	*****3526	JPH Investment Trust	DD - ES	2,459.00
100118209	10/1/18	*****5704	Jayne Walton Separate Property Trust	DD - ES	1,650.00
100118210	10/1/18	*****5647	Om Parkash Kalra	DD - ES	3,316.00
100118211	10/1/18	*****8425	Wei Kang	DD - ES	3,821.00
100118212	10/1/18	*****1731	Deepinder Kaur	DD - ES	2,351.00
100118213	10/1/18	*****7429	Navkirandeep Kaur	DD - ES	2,428.00
100118214	10/1/18	*****6180	K. E. M. Group LLC	DD - ES	1,936.00
100118215	10/1/18	*****9411	Anthony Keslinke	DD - ES	1,493.00
100118216	10/1/18	*****2578	Faraz Ali Khan	DD - ES	1,815.00
100118217	10/1/18	*****0839	Alan T. Kilpatrick	DD - ES	1,410.00
100118218	10/1/18	*****0888	KW Kirker Creek, LLC	DD - ES	2,910.00
100118219	10/1/18	*****7475	Qi Yun Kuang	DD - ES	4,119.00
100118220	10/1/18	*****8506	Simon Kailiang Kuang	DD - ES	1,707.00
100118221	10/1/18	*****9316	Zdzislaw Kujawa	DD - ES	1,039.00
100118222	10/1/18	*****2585	Daniel Kwan	DD - ES	3,334.00
100118223	10/1/18	*****6229	Simon Chuen-Sang Kwong	DD - ES	1,470.00
100118224	10/1/18	*****8326	Thomas LaFleur	DD - ES	1,946.00
100118225	10/1/18	*****7845	Chow Kang Lam	DD - ES	2,023.00
100118226	10/1/18	*****6520	Shirley Manly-Lampkin	DD - ES	1,036.00
100118227	10/1/18	*****6102	Maria Lara	DD - ES	1,608.00
100118228	10/1/18	*****7975	Peter C. Larsen	DD - ES	937.00
100118229	10/1/18	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	1,828.00
100118230	10/1/18	*****4732	Latif, LLC	DD - ES	3,182.00
100118231	10/1/18	*****0938	Ingrid Lau	DD - ES	1,653.00
100118232	10/1/18	*****9373	Delphia M. or Clarence Lawson	DD - ES	1,093.00
100118233	10/1/18	*****6826	Living Trust of Geroge Van & Fannie Mae Laswon C/O Nicole C. Nicholson - Trustee	DD - ES	1,304.00
100118234	10/1/18	*****2293	LCSTAR, LLC	DD - ES	6,310.00
100118235	10/1/18	*****0984	Dao Tran Le	DD - ES	970.00
100118236	10/1/18	*****8548	Jack Wai Lee	DD - ES	1,848.00
100118237	10/1/18	*****1755	Siu Wan Windytiti Lee	DD - ES	1,733.00
100118238	10/1/18	*****2527	Steven Lee	DD - ES	1,120.00
100118239	10/1/18	*****5289	Yuhjen Juang Lee	DD - ES	1,752.00
100118240	10/1/18	*****1860	Lena Le	DD - ES	1,038.00
100118241	10/1/18	*****3782	Joseph C. Lerma	DD - ES	811.00
100118242	10/1/18	*****3555	Yiping I. and Frederic Leroudier	DD - ES	3,035.00

100118243	10/1/18	*****3410	John M. Leung	DD - ES	5,658.00
100118244	10/1/18	*****3743	May Leung or Rodney Chen	DD - ES	3,326.00
100118245	10/1/18	*****2110	Peter Leung	DD - ES	2,153.00
100118246	10/1/18	*****5185	Fortunee Lichaa	DD - ES	935.00
100118247	10/1/18	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	718.00
100118248	10/1/18	*****0416	Faqlang Li	DD - ES	1,069.00
100118249	10/1/18	*****8871	Jie Li	DD - ES	1,459.00
100118250	10/1/18	*****7827	Jinhuan Li	DD - ES	1,508.00
100118251	10/1/18	*****5495	Jian S Lin	DD - ES	1,665.00
100118252	10/1/18	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	990.00
100118253	10/1/18	*****3881	Vivian Y Li	DD - ES	1,647.00
100118254	10/1/18	*****1547	Paul Livson	DD - ES	1,517.00
100118255	10/1/18	*****0050	Wei Min Li	DD - ES	1,695.00
100118256	10/1/18	*****9003	Ying Hong Li	DD - ES	1,665.00
100118257	10/1/18	*****0198	Belkis Zhong Li	DD - ES	2,963.00
100118258	10/1/18	*****1646	Paul Long	DD - ES	2,580.00
100118259	10/1/18	*****1474	Los Medanos Village Apartments	DD - ES	21,829.00
100118260	10/1/18	*****7531	Tony or Yvonne Louie	DD - ES	1,400.00
100118261	10/1/18	*****1790	Valerie Love	DD - ES	1,330.00
100118262	10/1/18	*****5602	Marshall & Sonya Lowe	DD - ES	1,105.00
100118263	10/1/18	*****0153	Ariston Laurito Loyola	DD - ES	1,074.00
100118264	10/1/18	*****7720	Jose Loza	DD - ES	709.00
100118265	10/1/18	*****2354	Andrew Kin Lui	DD - ES	4,401.00
100118266	10/1/18	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	1,937.00
100118267	10/1/18	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	2,400.00
100118268	10/1/18	*****1821	Curtis H. Lundberg	DD - ES	550.00
100118269	10/1/18	*****1596	Kenneth Luong	DD - ES	1,583.00
100118270	10/1/18	*****1494	Xiangwen Lu	DD - ES	2,730.00
100118271	10/1/18	*****5430	Kiet A. Ly	DD - ES	1,805.00
100118272	10/1/18	*****4009	Yolanda McDonald	DD - ES	712.00
100118273	10/1/18	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	1,639.00
100118274	10/1/18	*****5865	Rakesh Madra	DD - ES	4,332.00
100118275	10/1/18	*****5605	Robert Madson Lisa Swafford	DD - ES	1,855.00
100118276	10/1/18	*****2191	Radha Mahesram	DD - ES	2,033.00
100118277	10/1/18	*****7358	Mahnoor Tariq	DD - ES	2,276.00
100118278	10/1/18	*****4372	Jennifer Leung Ma	DD - ES	5,746.00

100118279	10/1/18	*****1989	Jeff Mann	DD - ES	6,535.00
100118280	10/1/18	*****5378	Glenn Marshall	DD - ES	1,674.00
100118281	10/1/18	*****2875	Marla Y Harrison	DD - ES	302.00
100118282	10/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	17,735.00
100118283	10/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	17,952.00
100118284	10/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	15,744.00
100118285	10/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	4,099.00
100118286	10/1/18	*****5287	Louie W. Maruri El Dorado Apartments	DD - ES	953.00
100118287	10/1/18	*****3065	Tanya Martha	DD - ES	1,872.00
100118288	10/1/18	*****9206	Demetria d Mason	DD - ES	2,491.00
100118289	10/1/18	*****6768	Matrixone Realty	DD - ES	1,033.00
100118290	10/1/18	*****3048	Rita J. McCrystle	DD - ES	1,210.00
100118291	10/1/18	*****7174	Samuel McCree	DD - ES	1,500.00
100118292	10/1/18	*****6494	Dorothy McDonald	DD - ES	1,825.00
100118294	10/1/18	*****1152	Janice K McLean	DD - ES	1,500.00
100118295	10/1/18	*****4675	Meadow Glen Apartments	DD - ES	3,111.00
100118296	10/1/18	*****9866	Tatung Mei	DD - ES	3,314.00
100118297	10/1/18	*****4316	Joel Mejia	DD - ES	664.00
100118298	10/1/18	*****5245	Jinyu Meng	DD - ES	2,148.00
100118299	10/1/18	*****4885	Sabine Menzel	DD - ES	4,324.00
100118300	10/1/18	*****0133	Mercedes P. Johnson	DD - ES	886.00
100118301	10/1/18	*****7793	Dennis Meyer Kinetic Real Estate/ Marelise Navaroo	DD - ES	1,946.00
100118302	10/1/18	*****8272	Hector Meza	DD - ES	842.00
100118303	10/1/18	*****9885	Andrew S Miloslavich	DD - ES	1,681.00
100118304	10/1/18	*****7437	Perchak Properties for Carol Miller	DD - ES	1,946.00
100118305	10/1/18	*****9782	Maryann Miller	DD - ES	1,198.00
100118306	10/1/18	*****2618	Carlos J Miranda	DD - ES	701.00
100118307	10/1/18	*****0772	Hassan Mirabedi	DD - ES	7,613.00
100118308	10/1/18	*****6741	Gwendolyn Mitchell	DD - ES	1,734.00
100118309	10/1/18	*****7083	Ronnie Eric Moffett Estate	DD - ES	2,066.00
100118310	10/1/18	*****6340	Moe Mojaddidi	DD - ES	3,000.00
100118311	10/1/18	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	1,063.00
100118312	10/1/18	*****4676	Erik L Morris	DD - ES	1,640.00
100118313	10/1/18	*****6975	Joseph Nelson Morin	DD - ES	1,710.00
100118314	10/1/18	*****3642	Eva Munn	DD - ES	447.00
100118315	10/1/18	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	1,510.00
100118316	10/1/18	*****0105	Ehsan Nabkel	DD - ES	3,094.00
100118317	10/1/18	*****9276	Fariba Naji	DD - ES	1,842.00

100118318	10/1/18	*****6234	Shinder Paul Narabut	DD - ES	6,925.00
100118319	10/1/18	*****0054	NC Associates, Inc.	DD - ES	13,478.00
100118320	10/1/18	*****6959	Joy Neal	DD - ES	1,764.00
100118321	10/1/18	*****5257	Guy Nesbeth	DD - ES	2,638.00
100118322	10/1/18	*****4114	James or Margaret Nevis	DD - ES	1,169.00
100118323	10/1/18	*****1072	Dominic Y Ng	DD - ES	2,459.00
100118324	10/1/18	*****3604	Knowland Ging Ng	DD - ES	4,340.00
100118325	10/1/18	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	2,022.00
100118326	10/1/18	*****0738	Hieu Nguyen	DD - ES	1,632.00
100118327	10/1/18	*****7154	Huy Quang Nguyen	DD - ES	2,418.00
100118328	10/1/18	*****4366	Quyen Nguyen	DD - ES	1,710.00
100118329	10/1/18	*****8241	Tieu Nguyen	DD - ES	1,629.00
100118330	10/1/18	*****7265	Ernest Nichols III	DD - ES	3,424.00
100118331	10/1/18	*****9886	Northstar Financial Group, LLC	DD - ES	1,381.00
100118332	10/1/18	*****8129	Kevin Nord Nord Investment Real Estate	DD - ES	1,350.00
100118333	10/1/18	*****0056	Richard A Norte	DD - ES	2,611.00
100118334	10/1/18	*****2286	North State Financial, Inc.	DD - ES	1,558.00
100118335	10/1/18	*****7171	New Way Management Services, Inc.	DD - ES	11,529.00
100118336	10/1/18	*****1194	Jennifer Odei	DD - ES	1,454.00
100118337	10/1/18	*****5572	Dwight J Owens	DD - ES	433.00
100118338	10/1/18	*****7606	Juanita Olayo	DD - ES	1,556.00
100118339	10/1/18	*****4543	Esosa A. Omokaro	DD - ES	1,707.00
100118340	10/1/18	*****0588	Orange County Housing Authority	DD - ES	2,328.80
100118341	10/1/18	*****3741	Sandra L Ortiz	DD - ES	1,840.00
100118342	10/1/18	*****1081	Chinenye Osuagwu	DD - ES	2,328.00
100118343	10/1/18	*****9139	Olubukola Amoke Oyebade	DD - ES	2,450.00
100118344	10/1/18	*****3324	Mutlu Ozer	DD - ES	1,766.00
100118345	10/1/18	*****4083	Pacific Living, LLC	DD - ES	1,877.00
100118346	10/1/18	*****7811	Hemangini & Vijendra Patel	DD - ES	1,687.00
100118347	10/1/18	*****0885	Kokila Patel	DD - ES	852.00
100118348	10/1/18	*****8047	Jason Pauline	DD - ES	1,357.00
100118349	10/1/18	*****3189	Loycell Peacock	DD - ES	1,015.00
100118350	10/1/18	*****5165	Scott Pease	DD - ES	1,250.00
100118351	10/1/18	*****3278	Maria Del Carmen Perez	DD - ES	365.00
100118352	10/1/18	*****6784	Lowde Y. Perkins	DD - ES	901.00
100118353	10/1/18	*****7605	Portofino Apartments	DD - ES	10,091.00
100118354	10/1/18	*****8826	Prime Metropolis Properties, Inc.	DD - ES	3,992.00
100118355	10/1/18	*****2849	IH5 Property West, LP	DD - ES	2,235.00
100118356	10/1/18	*****3398	Marples Property Management	DD - ES	3,191.00

100118357	10/1/18	*****4650	A. Meadows Property Management	DD - ES	1,209.00
100118358	10/1/18	*****7789	Stokley Properties LLC Harbor	DD - ES	2,280.00
100118359	10/1/18	*****8055	Property Upsurge, Inc.	DD - ES	10,589.00
100118360	10/1/18	*****0782	Amjad Qaqish	DD - ES	1,180.00
100118361	10/1/18	*****9542	Sam or Sonia Quinones	DD - ES	1,798.00
100118362	10/1/18	*****4029	Amos Radford	DD - ES	1,451.00
100118363	10/1/18	*****1034	Kuljit P Raju	DD - ES	1,277.00
100118364	10/1/18	*****2261	Paramjit K. Raju	DD - ES	2,650.00
100118365	10/1/18	*****3452	Christopher Ramirez	DD - ES	1,846.00
100118366	10/1/18	*****8489	Enrique or Stacy Ramirez	DD - ES	562.00
100118367	10/1/18	*****2162	Erika Ramirez	DD - ES	1,918.00
100118369	10/1/18	*****2283	Rohini Ram	DD - ES	2,146.00
100118370	10/1/18	*****6068	David Raughton	DD - ES	1,712.00
100118372	10/1/18	*****8337	RayCaro Inc.	DD - ES	3,019.00
100118373	10/1/18	*****8227	Croskey Real Estate, Inc.	DD - ES	2,007.00
100118374	10/1/18	*****6703	Amerasia Real Estate Fund LLC	DD - ES	3,296.00
100118375	10/1/18	*****7083	Reliant - Woods Grove, LP	DD - ES	12,217.00
100118376	10/1/18	*****7349	Eric Franklin Remson	DD - ES	1,057.00
100118378	10/1/18	*****9321	Roger Riley	DD - ES	1,901.00
100118379	10/1/18	*****6917	Ronald D. Shelly or Julie Crowder	DD - ES	1,087.00
100118380	10/1/18	*****0694	Jason Ruffin	DD - ES	2,333.00
100118381	10/1/18	*****4579	Elvira Ruiz	DD - ES	1,336.00
100118382	10/1/18	*****5248	Constance Russell	DD - ES	632.00
100118383	10/1/18	*****3871	Maridel P Santos	DD - ES	1,294.00
100118384	10/1/18	*****3011	Alicia Saucedo	DD - ES	1,205.00
100118385	10/1/18	*****7615	Gregory Paul Schulz	DD - ES	1,405.00
100118386	10/1/18	*****9954	Richard M. Sciortino	DD - ES	926.00
100118387	10/1/18	*****7031	Jacqueline Selinger	DD - ES	687.00
100118388	10/1/18	*****5346	Young Sook Seroy	DD - ES	1,596.00
100118389	10/1/18	*****1446	Mohinder Sharma	DD - ES	999.00
100118390	10/1/18	*****7239	Shailesh & Bela Patel	DD - ES	3,720.00
100118391	10/1/18	*****4900	Paul Shatswell	DD - ES	1,521.00
100118392	10/1/18	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	1,669.00
100118393	10/1/18	*****5981	Yihui Shi	DD - ES	1,515.00
100118394	10/1/18	*****7789	Siena Court Apartments	DD - ES	8,676.00
100118395	10/1/18	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	4,224.00
100118396	10/1/18	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	12,762.00
100118397	10/1/18	*****6650	Frank M. Siino	DD - ES	610.00

100118398	10/1/18	*****8035	Joseph Michael Siino	DD - ES	1,271.00
100118399	10/1/18	*****5399	Gloria Silva	DD - ES	866.00
100118400	10/1/18	*****8407	Marc J. Simpson	DD - ES	1,437.00
100118401	10/1/18	*****3639	Raman Singh	DD - ES	2,125.00
100118402	10/1/18	*****6058	Son Singh	DD - ES	1,525.00
100118403	10/1/18	*****4970	Molly Smith	DD - ES	1,977.00
100118404	10/1/18	*****9092	Sherritta M Smith	DD - ES	1,096.00
100118405	10/1/18	*****0670	Southern Nevada Regional Housing Authority	DD - ES	283.29
100118406	10/1/18	*****2032	Cinthia Sosa	DD - ES	1,651.00
100118407	10/1/18	*****2985	Gloria Spahn	DD - ES	1,010.00
100118408	10/1/18	*****6977	Angela E. Robinson-Spencer	DD - ES	2,000.00
100118410	10/1/18	*****5343	Deborah Steppe	DD - ES	1,812.00
100118411	10/1/18	*****1601	George W. Stephens	DD - ES	1,674.00
100118412	10/1/18	*****5308	R R Rentals	DD - ES	1,639.00
100118414	10/1/18	*****7479	Ms. Li Su	DD - ES	2,599.00
100118415	10/1/18	*****6318	Mr. Shahzad Sultan	DD - ES	2,508.00
100118416	10/1/18	*****8534	Suma Aryaei	DD - ES	2,265.00
100118417	10/1/18	*****1235	Summit Venture Group, LLC	DD - ES	2,008.00
100118418	10/1/18	*****6168	Kamaljeet Surila	DD - ES	1,457.00
100118419	10/1/18	*****0399	Joyce Hui Sy	DD - ES	5,719.00
100118420	10/1/18	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	1,163.00
100118421	10/1/18	*****6765	TAH 2018-1 Borrower, LLC	DD - ES	3,189.00
100118422	10/1/18	*****5832	Mohammad Tapus	DD - ES	2,743.00
100118423	10/1/18	*****6283	Yun Teng Weijie Zhang	DD - ES	1,813.00
100118424	10/1/18	*****2164	Quyen Minh Thai	DD - ES	468.00
100118425	10/1/18	*****9314	Silvia Thein and Ada Choi	DD - ES	1,175.00
100118426	10/1/18	*****4049	ChingJen Tong	DD - ES	3,835.00
100118427	10/1/18	*****1405	Lourdes or Raymond Tovar	DD - ES	1,787.00
100118428	10/1/18	*****2094	Raphael Minhtuyen Tran	DD - ES	4,962.00
100118429	10/1/18	*****6035	Tam Van Tran	DD - ES	1,918.00
100118430	10/1/18	*****1327	Thuy Tran	DD - ES	1,245.00
100118431	10/1/18	*****6165	Thanh Van Trinh	DD - ES	1,454.00
100118432	10/1/18	*****3572	Nhan Chi Truong	DD - ES	949.00
100118433	10/1/18	*****5313	Sean Thuyet Truong	DD - ES	1,233.00
100118434	10/1/18	*****9321	Van Truong	DD - ES	1,493.00
100118435	10/1/18	*****8392	Xavier Van Truong	DD - ES	8,166.00
100118436	10/1/18	*****5553	David Tseng	DD - ES	2,477.00
100118437	10/1/18	*****4582	Lidia Valladares	DD - ES	1,848.00
100118438	10/1/18	*****0250	Victor D Valenzuela	DD - ES	1,356.00

100118439	10/1/18	*****5853	Tu Van	DD - ES	1,804.00
100118440	10/1/18	*****3371	Gary D. Vasconcellos	DD - ES	1,032.00
100118441	10/1/18	*****8457	Sareena Lata Velu	DD - ES	1,612.00
100118442	10/1/18	*****9682	Nuno G Vieira	DD - ES	4,146.00
100118443	10/1/18	*****2720	Stephen Cordell Wafer	DD - ES	1,077.00
100118444	10/1/18	*****2768	Huan Rong Wang	DD - ES	1,365.00
100118445	10/1/18	*****6924	Lining Wan	DD - ES	1,678.00
100118446	10/1/18	*****6945	Wei Wang	DD - ES	2,115.00
100118447	10/1/18	*****1634	Yu Ruo Wang	DD - ES	1,878.00
100118448	10/1/18	*****5502	Mildred Lucille Washington	DD - ES	1,996.00
100118450	10/1/18	*****4384	Wenyng Chang	DD - ES	2,073.00
100118451	10/1/18	*****5295	Holly Wen	DD - ES	1,569.00
100118452	10/1/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	2,919.00
100118454	10/1/18	*****2737	Jessica R Wiebe	DD - ES	2,231.00
100118455	10/1/18	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	1,765.00
100118456	10/1/18	*****5057	Kathleen and John Wilson	DD - ES	1,278.00
100118457	10/1/18	*****8702	Kathy D. Williams	DD - ES	2,600.00
100118458	10/1/18	*****5480	Tasia La Vonda Williams	DD - ES	1,877.00
100118459	10/1/18	*****5026	Windeler Development Group, Inc.	DD - ES	1,322.00
100118460	10/1/18	*****1769	Alan York Lun Wong Alan York Lun Wong	DD - ES	1,233.00
100118461	10/1/18	*****1862	Danny Ching-Yam Wong	DD - ES	502.00
100118462	10/1/18	*****1157	Har Pan Wong	DD - ES	7,527.00
100118463	10/1/18	*****6356	Joanne Wong	DD - ES	1,559.00
100118464	10/1/18	*****1060	Kinney Ming Wong	DD - ES	1,315.00
100118465	10/1/18	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	2,158.00
100118466	10/1/18	*****5565	Yuk Lin Woo	DD - ES	766.00
100118467	10/1/18	*****1853	WR Properties, Inc.	DD - ES	5,628.00
100118468	10/1/18	*****3962	Hong Wu	DD - ES	4,598.00
100118469	10/1/18	*****3698	Zhang Jin Wu	DD - ES	3,066.00
100118471	10/1/18	*****5388	Jian Ai Xuan	DD - ES	1,946.00
100118472	10/1/18	*****3880	Ping Ping Xu Keming Wang	DD - ES	4,213.00
100118473	10/1/18	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	597.00
100118474	10/1/18	*****6779	Sally Yip	DD - ES	1,813.00
100118475	10/1/18	*****6210	Yong Qiang Lu	DD - ES	1,817.00
100118476	10/1/18	*****6178	Chris Kui You	DD - ES	2,244.00
100118477	10/1/18	*****7622	Yee Yue Cheung	DD - ES	1,230.00

100118478	10/1/18	*****8664	Mohammad Zalmaiyyar	DD - ES	2,664.00
100118479	10/1/18	*****7638	Jielu Zhao	DD - ES	2,200.00
100118480	10/1/18	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	1,740.00
100118481	10/1/18	*****3259	Xirong Zhao	DD - ES	1,607.00
100118482	10/1/18	*****4367	Xiang Yang Zheng	DD - ES	2,400.00
100118483	10/1/18	*****3830	Joy Yi Zhou	DD - ES	2,456.00
100118484	10/1/18	*****7805	Shengguo Zhu	DD - ES	4,943.00
100118485	10/1/18	*****6132	Ying Zhu	DD - ES	4,996.00
100118486	10/1/18	*****4651	Weijie Zhang	DD - ES	1,155.00

Housing Choice Voucher

HAP	1,291,518.71
UR	9,525.29
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	603.25
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$1,301,647.25

Check Summary

October 1, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
148043	10/1/18	*****6041	Anthony L Johnson	29.00
148054	10/1/18	*****0297	Kelly Barr	37.00
148063	10/1/18	*****5735	Michael Wimmer	147.00
148069	10/1/18	*****7726	Quamie Golliday	23.00
148075	10/1/18	*****2982	Timothy P Harrington	2.00
148079	10/1/18	*****3447	David S Loesch	88.00
148147	10/1/18	*****9810	Housing Authority of the County of Alameda	1,639.80
148149	10/1/18	*****0331	Fairfield Housing Authority	825.60
100118012	10/1/18	*****4636	Felipe Amarante	DD - ES 1,487.00
100118023	10/1/18	*****3909	Ken Bartlett	DD - ES 383.00
100118027	10/1/18	*****7492	Adrienne Kelly Belton	DD - ES 906.00
100118049	10/1/18	*****8860	Joe Burns	DD - ES 1,200.00
100118050	10/1/18	*****8764	William Joseph Burgoyne	DD - ES 766.00
100118053	10/1/18	*****2513	Clara Beatriz Cardenas	DD - ES 1,550.00
100118075	10/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 7,879.80

100118076	10/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	10,297.46
100118077	10/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	12,438.00
100118078	10/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	11,232.00
100118079	10/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	11,322.34
100118080	10/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	8,979.72
100118083	10/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	6,083.00
100118084	10/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,371.00
100118085	10/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,738.00
100118086	10/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	2,729.00
100118102	10/1/18	*****9507	Olga M. Disney	DD - ES	1,135.00
100118108	10/1/18	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	607.00
100118118	10/1/18	*****8096	Robert Fitzstephens Rob Fitzstephens	DD - ES	1,432.00
100118123	10/1/18	*****4032	Fox Creek Apartments	DD - ES	476.00
100118135	10/1/18	*****5111	Gateway Apartments	DD - ES	3,318.00
100118152	10/1/18	*****5267	Abhilash Gupta	DD - ES	1,730.00
100118161	10/1/18	*****6728	David T. Hennigan	DD - ES	2,050.00
100118254	10/1/18	*****1547	Paul Livson	DD - ES	1,700.00
100118282	10/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	792.00
100118283	10/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	1,104.00
100118284	10/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	2,732.00
100118293	10/1/18	*****6342	James & Diana Gail McDonald c/o Yolanda McDonald	DD - ES	1,500.00
100118331	10/1/18	*****9886	Northstar Financial Group, LLC	DD - ES	6,061.00
100118357	10/1/18	*****4650	A. Meadows Property Management	DD - ES	446.00
100118368	10/1/18	*****7228	Ramsey Horton	DD - ES	1,882.00
100118371	10/1/18	*****2414	Tanya Nicole Ray	DD - ES	1,938.00
100118373	10/1/18	*****8227	Croskey Real Estate, Inc.	DD - ES	1,789.00
100118374	10/1/18	*****6703	Amerasia Real Estate Fund LLC	DD - ES	4,946.00
100118375	10/1/18	*****7083	Reliant - Woods Grove, LP	DD - ES	2,606.00
100118377	10/1/18	*****2935	RICHMOND HOUSING AUTHORITY	DD - ES	4,419.12
100118394	10/1/18	*****7789	Siena Court Apartments	DD - ES	764.00
100118409	10/1/18	*****3465	Ramzi D Srouji	DD - ES	1,891.00
100118413	10/1/18	*****0437	Suisun City Housing Authority	DD - ES	778.80
100118449	10/1/18	*****4563	Isidoro Weitzman	DD - ES	2,060.00
100118452	10/1/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	2,169.00
100118453	10/1/18	*****9380	Tracy J. Whitehead	DD - ES	1,990.00

100118467	10/1/18	*****1853	WR Properties, Inc.	DD - ES	1,693.00
100118470	10/1/18	*****2556	Drewcillia Wyatt	DD - ES	1,247.00

VASH

HAP	142,073.00
UR	344.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	3,992.64
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$146,409.64

Grand Total

HAP	1,433,591.71
UR	9,869.29
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	4,595.89
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$1,448,056.89

10/1/18 Check Run

HAP (Regular)	\$ 1,182,244.71
HAP (VASH)	142,073.00
HAP (Port-In)	96,529.00
HAP (Port-Out)	12,745.00
Utility Reimbursement	9,869.29
Admin Fee	4,595.89
Total	\$ 1,448,056.89

0 *
 DD - 1,404,445.75 +
 CKS - 43,611.14 +
 1,448,056.89 *

PWO 9/26/18
 Jn 9/27/18

Check Summary

October 15, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 148164	10/15/18	*****7655	Ciara Fagin	11.00
148165	10/15/18	*****5844	Daarina a Bey	42.00
148166	10/15/18	*****0903	Virgie r Gray	72.00
148167	10/15/18	*****6995	Graciela Arroyo	20.00
148168	10/15/18	*****6483	Alicia C Guevara	29.00
148169	10/15/18	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	2,000.00
148170	10/15/18	*****8191	Albert S Tam	1,190.00
* 101518001	10/15/18	*****2521	Belmont Apartments	DD - ES 1,672.00
101518002	10/15/18	*****6465	Tennyson Berry	DD - ES 2,165.00
101518004	10/15/18	*****2454	Chun Ok Choi	DD - ES 209.00
101518005	10/15/18	*****7194	Maria G. Costa	DD - ES 23.00
101518006	10/15/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES 356.00
101518007	10/15/18	*****8853	Antoinette Davis	DD - ES 342.00
101518008	10/15/18	*****8122	Gerardo M. Esquivel	DD - ES 1,142.00
101518009	10/15/18	*****0457	Jeffrey Paul Hagler	DD - ES 2,308.00
101518010	10/15/18	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES 73.00
101518011	10/15/18	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES 28.00
101518012	10/15/18	*****1474	Los Medanos Village Apartments	DD - ES 1,482.00
101518013	10/15/18	*****2354	Andrew Kin Lui	DD - ES 250.00
101518014	10/15/18	*****8272	Hector Meza	DD - ES 534.00
101518015	10/15/18	*****6497	Peter Niloufari	DD - ES 2,759.00
101518016	10/15/18	*****7171	New Way Management Services, Inc.	DD - ES 4,399.00
101518017	10/15/18	*****3278	Maria Del Carmen Perez	DD - ES 9.00
101518018	10/15/18	*****8826	Prime Metropolis Properties, Inc.	DD - ES 75.00
101518019	10/15/18	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES 930.00
101518020	10/15/18	*****9558	Edward C Tan	DD - ES 199.39
101518021	10/15/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES 1,868.00
101518022	10/15/18	*****1862	Danny Ching-Yam Wong	DD - ES 1,477.00

Housing Choice Voucher

HAP	25,490.39
UR	174.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	0.00
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$25,664.39

Check Summary

October 15, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
101518003	10/15/18	*****8764	William Joseph Burgoyne	DD - ES 886.00

VASH	<u>10/15/18 Check Run</u>	HAP	886.00
		UR	0.00
HAP (Regular)	\$ 15,274.39	Damage Claim	0.00
HAP (VASH)	886.00	Vacancy Claim	0.00
HAP (Port-In)	10,216.00	Administrative Fee	0.00
HAP (Port-Out)	-	FSS Escrow Account	0.00
Utility Reimbursement	174.00	Shelter Plus Security Deposit	0.00
Admin Fee	-	Other	0.00
Total	<u>\$ 26,550.39</u>	All Payments	\$886.00

Grand Total

HAP	26,376.39
UR	174.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	0.00
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$26,550.39

Payment History List

October 10, 2018

		Payee		Tenant	Type	VMS Date	Amount			Cleared
Check Date	Check #	Account #	Payee				Voided			
08/01/2018	147879	**-*8167	ABJ Enterprises, Inc.	Scurlock, Rochelle	HAP	08/01/2018	\$2000.00	☐		☐
08/01/2018	147879	**-*8167	ABJ Enterprises, Inc.	Scurlock, Rochelle	HAP	08/01/2018	-\$2000.00	☐		☐

\$0.00

Voided - ABJ claimed never
receive 8/1/18 NAP CK #147879
re-issue @ 10/15/18
check run

Payment History List

October 25, 2018

		Payee		Tenant	Type	VMS Date	Amount	Voided	Cleared
Check Date	Check #	Account #	Payee						
10/01/2018	148059	***-**-3960	Lyniece N Eddins	Eddins , Lyniece	UR	10/01/2018	\$148.00	☐	☐
10/01/2018	148059	***-**-3960	Lyniece N Eddins	Eddins , Lyniece	UR	10/01/2018	-\$148.00	☐	☐

\$0.00

Voided
reversed @ 11/1/18
clk Run



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

DATE: 11/6/2018

TO: Chair and Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution to Approve a Sublease Agreement by Housing Authority of the City of Pittsburg and Diablo Energy Storage, LLC at 160 East Tenth Street

MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

Staff is recommending approval of the attached Sublease Agreement with Diablo Energy Storage, LLC ("DES") for the operation of an administrative office at 160 East Tenth Street ("Premises") within the Entrata Building ("Building").

FISCAL IMPACT

DES will lease the Premises for a base rent amount of One Dollar (\$1.00) per square foot per month for the first year, plus Three Hundred Forty-Four Dollars and Twenty-Seven Cents (\$344.27) per month in Common Area Maintenance ("CAM") charges. Additionally, the Tenant will pay fixed rate of Two Hundred Forty Dollars (\$240.00) for its share of water and electricity. The Premises is approximately Seven Hundred Twenty-Seven (727) square feet, thereby making the monthly lease rate including CAM and utility share equivalent to One Thousand Three Hundred Eleven Dollars and Twenty Seven Cents (\$1,311.27).

RECOMMENDATION

Approve the Sublease Agreement with Diablo Energy Storage, LLC for 160 East Tenth Street to be executed on December 1, 2018, and authorize the Executive Director to carry out any additional tasks required to carry out the obligations of the Resolution.

BACKGROUND

On October 1, 2007, the Redevelopment Agency of the City of Pittsburg entered into a Master Lease agreement with Gateway Mixed Use Development for the ground floor of

commercial space of the Entrata Building. Due to the dissolution of the Redevelopment Agency as directed by the State of California, the Master Lease has been assigned to the Pittsburg Housing Authority.

1st Northern California Credit Union vacated the premises on July 1, 2018 and staff has been actively marketing the space for a new tenant. Diablo Energy Storage, LLC desires to occupy the space for their administrative offices.

SUBCOMMITTEE FINDINGS

The lease was discussed during the October 2, 2018 Economic Development and Waterfront Development Subcommittee meeting and staff was directed to continue negotiations.

STAFF ANALYSIS

Staff has been in discussions with representatives of DES, regarding terms of a sublease agreement for 727 rentable square feet of commercial space at 160 East Tenth Street. DES proposes to operate administrative offices out of this location, adjacent to the Pittsburg Housing Authority in the Entrata Building in Old Town.

The Tenant will occupy the space for a term of two years with the option to terminate by either party with a ninety (90) day written notice. The sublease does not allow for a Tenant Improvement Allowance.

The Tenant has agreed to pay Common Area Maintenance charges throughout the term of the sublease. Currently, these charges are estimated at \$344.27 per month, to be adjusted annually. Additionally, the eastern side of the commercial space of the Building is serviced by one meter for water and one meter for electricity. The tenant has agreed to pay a fixed rate of \$240.00 per month for their share of use.

Currently, the cost for CAM and shared utilities are the responsibility of the Housing Authority.

ATTACHMENTS: Resolution
 Sublease
 Master Lease

Report Prepared By: Kolette Simonton, Assistant Director of Economic Development and Recreation

BEFORE THE CITY OF PITTSBURG HOUSING AUTHORITY

In the Matter of:

Approving and Authorizing the Executive Director)
to Execute a Lease Agreement by the Pittsburg)
Housing Authority and Diablo Energy Storage, LLC) RESOLUTION NO. 18-
at 160 East Tenth Street)

The City of Pittsburg Housing Authority DOES RESOLVE as follows:

WHEREAS, the Redevelopment Agency of the City of Pittsburg a public body, corporate and politic (as subsequently assigned to the Pittsburg Housing Authority (the "Authority") entered into a certain Lease Agreement (the "Master Lease") dated as of October 1, 2007 with Gateway Mixed Use Development, a California Limited Partnership (the "Owner"), for the ground floor commercial space of the Entrata Building (the "Building"); and

WHEREAS, Agency staff has been in discussions with Diablo Energy Storage, LLC, a California Limited Liability Company (the "Tenant"), for the terms and conditions (the "Terms") of a sublease agreement (the "Agreement") to lease a portion of the Building; and

WHEREAS, the Tenant proposes to lease 727 rentable square feet of commercial space at the Building, with an address of 160 East Tenth Street (the "Premises"), and Agency staff has completed negotiations with the Tenant on the Terms; and

WHEREAS, the negotiated lease rate is One Dollar (\$1.00) per square foot for an aggregated monthly rent equal to Seven Hundred Twenty-Seven Dollars (\$727.00); and

WHEREAS, the Tenant will pay a fixed rate of Two Hundred Forty Dollars (\$240.00) for its share of water and electricity; and

WHEREAS, the Tenant will pay annual Common Area Maintenance ("CAM") fees, estimated at Three Hundred Forty-Four Dollars and Twenty-Seven Cents (\$344.27) per month; and

WHEREAS, pursuant to the Terms, the Tenant shall operate an administrative office within the Premises; and

WHEREAS, the Terms are more particularly set forth in the staff report accompanying this resolution (the "Staff Report") which is hereby incorporated into this resolution by this reference; and

NOW, THEREFORE, the City of Pittsburg Housing Authority finds and determines as follows:

Section 1.

The City of Pittsburg Housing Authority hereby finds and determines that the above recitals

are true and correct and have served as the basis, in part, for the findings and actions of the Authority set forth below.

Section 2.

The City of Pittsburgh Housing Authority hereby approves the Terms, as more particularly set forth in the Staff Report, and the Agreement.

Section 3.

The attached Lease Agreement is approved. The Executive Director is authorized to make such necessary changes and to execute such documents and to take all actions necessary or appropriate to carry out the obligations of Authority pursuant to this Resolution.

Section 4.

This Resolution shall take effect immediately upon adoption.

The City of Pittsburgh Housing Authority passes and adopts this resolution at a regular meeting held on November 19, 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Chair

ATTEST:

Alice E. Evenson, City Clerk

SUBLEASE AGREEMENT
(160 East Tenth Street - Entrata Building)

This Sublease Agreement (this “**Lease**”) is made as of this 1st day of December, 2018 (the “**Effective Date**”), by and between the Housing Authority of the City of Pittsburg, a public body, corporate and politic (the “**Landlord**” or the “**Authority**”), and Diablo Energy Storage, LLC , a Delaware Limited Liability Company (the “**Tenant**”).

RECITALS

A. WHEREAS, these Recitals refer to, and utilize, certain capitalized terms which are defined in Article 1.

B. WHEREAS, the Redevelopment Agency of the City of Pittsburg (the “Agency”) entered into that certain Lease Agreement with Gateway Mixed Use Development, a California Limited Partnership (the “Owner”) dated as of October 1, 2007 (the “**Master Lease**”).

C. WHEREAS, on June 2011, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* upheld ABx1 26 (AB 26), legislation that amended the California Redevelopment Law and dissolved the Agency on February 1, 2012. AB 26 provides that the City may elect to assume the assets and responsibilities for the housing functions previously performed by the Agency or by default the housing function would be transferred to the local housing authority.

D. WHEREAS, on January 17, 2012, by City Council Resolution 12-11753 and Housing Authority Resolution 12-261, the City transferred, and the Authority accepted all rights, responsibilities, and function related to housing previously performed by the Agency.

E. WHEREAS, the Landlord desires to sublease the Premises to the Tenant and the Tenant desires to lease the Premises from the Landlord.

F. WHEREAS, in consideration for the rents and covenants hereinafter set forth in this Lease, and subject to the Master Lease, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Premises, upon the following terms and conditions:

ARTICLE I
DEFINITIONS AND EXHIBITS.

Section 1.1. Definitions.

In addition to the terms defined elsewhere in this Lease, the following definitions shall apply:

(a) **“Authority”** means the Housing Authority of the City of Pittsburg, a public body, corporate and politic.

(b) **“Bankruptcy/Insolvency Event”** means any of the following:

(1) Insolvency. A court having jurisdiction shall have made or entered any decree or order: (i) adjudging the Tenant to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of the Tenant or seeking any arrangement for the entity in question under the bankruptcy law or any other applicable debtor’s relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of the Tenant in bankruptcy or insolvency or for any of its properties; or (iv) directing the winding up or liquidation of the Tenant, if any such decree or order described in clause (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or the Tenant shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.

(2) Assignment; Attachment. The Tenant shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or prior to an earlier sale pursuant to such sequestration, attachment or execution.

(3) Suspension; Dissolution. The Tenant shall have voluntarily suspended its business or commences (either voluntarily or involuntarily) dissolution of the Tenant.

(c) **“Building”** means the three (3) story building on the Property in which the Premises are located with an APN of 085-195-010.

(d) **“City”** means the City of Pittsburg.

(e) **“Commencement Date”** means December 1, 2018 and shall be the date on which the first Rent payment is due.

(f) **“Deposit”** means the security deposit in the amount of One Thousand One Hundred Fifty Five Dollars and Ninety Three Cents (\$1,155.93) delivered by the Tenant to the Authority as of the Effective Date.

(g) **“Effective Date”** means December 1, 2018.

(h) **“Environmental Law”** means all federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements of all federal, state and local governmental agencies or other governmental authorities pertaining to the

protection of human health and safety or the environment now existing or later adopted during the Term of this Lease.

(i) **"Hazardous Materials"** shall have the meaning set forth in Section 7.5.

(j) **"Landlord"** means the Housing Authority of the City of Pittsburg, a public body corporate and politic.

(k) **"Lease"** means this Sublease Agreement.

(l) **"Master Lease"** means that certain Lease Agreement dated as of October 1, 2007, by and between the Owner, as landlord, and the Redevelopment Agency of the City of Pittsburg, as tenant, a copy of which is attached as Exhibit A, as further assigned to the Authority pursuant to an assignment agreement.

(m) **"Owner"** means Gateway Mixed Use Development, a California Limited Partnership.

(n) **"Parties"** means the Landlord and the Tenant. **"Party"** means either the Landlord or the Tenant.

(o) **"Permitted Use"** means the Tenant's use of the Premises pursuant to this Lease as more particularly described in Article 7 below.

(p) **"Premises"** means the approximately seven hundred twenty-seven (727) rentable square foot portion of the ground floor of the Building with an address of 160 East 10th Street, Pittsburg, CA depicted on Exhibit C.

(q) **"Property"** means the real property more particularly described in Exhibit B.

(r) **"Rent"** means the amount of One Dollar (\$1.00) per square foot per month, as adjusted pursuant to Section 3.1, plus all other amounts owed by the Tenant to the Landlord.

(s) **"Structural Integrity"** means the supporting and structural elements of the Building, essential to the integrity of the Building including, but not limited to, the foundation, load-bearing walls (both exterior and interior), support beams and columns, roof and floor slabs.

(t) **"Tenant"** means Diablo Energy Storage, LLC, a Delaware Limited Liability Company.

(u) **"Tenant Improvements"** means the improvements that may be constructed and/or installed within the Premises and adjacent common areas, by or, on behalf of the Tenant.

(v) **“Term”** means the term of this Lease, commencing on the Commencement Date and ending on the earlier of: (1) November 31, 2020 (unless extended as set forth herein); or (2) the date of any termination of this Lease in accordance with the provisions hereof (including, but not limited to the termination of the Master Lease).

Section 1.2. Exhibits.

The following Exhibits are attached to and incorporated into this Lease by this reference:

Exhibit A	Copy of Master Lease Agreement
Exhibit B	Legal Description of the Property
Exhibit C	Site Plan Depicting the Premises

ARTICLE II
PREMISES.

Section 2.1. Demise of Property. As of the Effective Date, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises on the terms and conditions set forth in this Lease.

Section 2.2. Master Lease. The Tenant agrees and acknowledges that this Lease is subject and subordinate to the Master Lease and that the Landlord has a leasehold interest in the Property pursuant to the Master Lease. The Tenant further agrees and acknowledges that the performance of certain obligations under this Lease (including but not limited to the construction of the Tenant Improvements) may require the approval of the Owner, and that certain other provisions (such as the maintenance and repair of the Structural Integrity of the Building) require the Owner to perform obligations set forth in the Master Lease. The Tenant further agrees and acknowledges that the Tenant shall timely and promptly comply with all of the timeframes set forth in this Lease so that the Authority may use commercially reasonable efforts to obtain the approval of the Owner pursuant to the Master Lease, if necessary. The Tenant further agrees and acknowledges that the Tenant shall cooperate in good faith with the Landlord and the Owner in connection with the Landlord's and the Owner's performance of the obligations set forth in the Master Lease.

ARTICLE III
RENT.

Section 3.1. Payment Amount.

(a) Base Rent. The Base Rent shall commence as of the Commencement Date and shall equal One Dollar (\$1.00) per rentable square foot per month for an aggregate monthly rent equal to Seven Hundred Twenty Seven Dollars (\$727) for the duration of the Term.

Section 3.2. Additional Rent.

As additional Rent, the Tenant shall pay and discharge when due, all Impositions described in Article 5.1, all insurance premiums, utility costs, maintenance costs, common area maintenance charges and all other liabilities and obligations which the Tenant assumes or agrees to pay or undertake pursuant to this Lease (the “**Additional Rent**”). Base Rent and Additional Rent are collectively referred to herein as “Rent”.

Section 3.3. Manner of Payment.

(a) Manner. Following the Commencement Date, the Tenant shall pay Rent on a monthly basis in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts, to the Authority at the Authority's address set forth in Section 16.6. Following the Commencement Date, in the event the Tenant fails to pay any Rent to the Landlord within five (5) days after written notice that such sum is due, then the Tenant shall pay the Landlord simple interest on the delinquent amount from the date it is due until fully paid at ten percent (10%) per annum.

(b) Triple Net Lease. This is a triple net lease to the Landlord. It is the intent of the Parties that the Rent shall be an absolutely net return to the Landlord and that the Tenant shall pay all costs and expenses relating to the Premises of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Premises; real property taxes; rent taxes; gross receipt taxes (whether assessed against the Landlord or assessed against the Tenant and collected by the Landlord, or both); water and sewer charges; insurance premiums (including earthquake, if commercially reasonable); utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Premises.

ARTICLE IV COMMENCEMENT DATE; TERM.

Commencement Date; Term.

The term of this Lease (“**Term**”) commences on the Effective Date and ends the earlier of: (1) November 31, 2020 (unless extended as set forth herein); or (2) the date of any termination of this Lease in accordance with the provisions hereof (including, but not limited to the termination of the Master Lease). Either Party may terminate this Lease by providing ninety (90) days written notice to the other Party, unless sooner terminated pursuant to Article 15. Upon execution of this Lease, Tenant may take possession of the Premises. In no event may this Lease extend beyond the termination of the Master Lease.

ARTICLE V
TAXES, SERVICES AND UTILITIES.

Section 5.1. Tenant Obligations.

(a) Impositions. Throughout the Term, the Tenant shall pay prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Premises or part thereof, including, but not limited to: (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes; and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon: (a) the Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof; (b) the rent or income received by the Tenant from subtenants or licensees; (c) any use or occupancy of the Premises or part thereof; or (d) this transaction or any document to which the Tenant is a party creating or transferring an estate or interest in the Premises or part thereof. All of the foregoing are hereinafter referred to as “**Impositions.**”

(b) Installments. If by law any Imposition is payable, or may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), the Tenant may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively becomes due and before any fine or penalty may be added thereto for the nonpayment of any such installment and interest. Any Impositions relating to tax years that are only partially included in the Term of this Lease shall be prorated between the Tenant and the Authority.

(c) Evidence of Payment. Upon request by the Landlord, the Tenant shall furnish, in form satisfactory to the Landlord, evidence of payment prior to delinquency of all Impositions payable by the Tenant.

(d) Tenant Right to Contest. The Tenant shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending the Tenant's covenant to pay any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all Applicable Laws and otherwise in a manner that does not subject the Landlord's title to the Property to foreclosure or forfeiture. The Tenant shall indemnify, defend, and hold the Landlord harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively “**Claims**”) arising as a result of or in connection with any such contest brought by the Tenant. During any contest of an Imposition, the Tenant shall (by payment of disputed sums, if necessary) prevent any

advertisement of tax sale, foreclosure of, or any divesting of the Landlord's title, reversion or other interest in the Property or the Premises. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 5.1, the Tenant shall immediately pay such Imposition and all costs and expenses relating to such challenge.

(e) Tenant Duty to File. The Tenant shall have the duty of making or filing any declaration, statement or report which may be necessary or advisable in connection with the determination, equalization, reduction or payment of any Imposition which is or which may become payable by the Tenant under the provisions of this Article V, and shall notify the Landlord in writing upon making such filing, declaration, statement or report, and the Landlord shall not be responsible for the contents of any such declaration, statement or report; provided however, the Landlord shall cooperate with the Tenant in connection with the foregoing, including joinder in any application pertaining thereto to the extent required under Applicable Law, all at no cost to the Landlord.

Tenant's Initials: _____

Section 5.2. Landlord Obligations.

The Landlord shall pay, prior to delinquency, any real property taxes related to the Landlord's leasehold interest of the Property.

Section 5.3. Utilities.

The Tenant acknowledges that the building is served by one water meter and one electric meter, and the Landlord will bill the Tenant Two Hundred Forty Dollars (\$240) per month to cover the Tenant's portion of water and electric utilities (collectively, the "Utilities"). In the event the Tenant fails to pay such Utilities charges, the Landlord may pay such charges on behalf of the Tenant and such amount then shall immediately be due from the Tenant to the Landlord as Rent. The Tenant shall be solely responsible for any telephone and any and all other utilities and services that are procured by Tenant and used on or about the Premises during the Term of this Lease. To the extent such other utilities procured and used by Tenant are not separately metered, and are attributable to the entire portion of the Building subject to the Master Lease, then the Landlord shall pay such charges, and thereafter, allocate a portion of such utility charges to the Tenant. The Tenant shall pay, as Rent, within (10) days after the Tenant's receipt of an invoice documenting Tenant's portion of the utilities. The Tenant's failure to timely pay its allocable portion of the utilities shall constitute a Tenant Event of Default.

Section 5.4. Common Area Maintenance Charges.

The Tenant acknowledges that pursuant to Section 5.2 of the Master Lease the Authority is obligated to pay the Owner a portion of the common area maintenance costs for the Property. In addition to all other sums due under this Lease, the Tenant shall pay to the Landlord the amount equal to 18% of the "**Tenant Share**" (as defined in

Section 5.2 of the Master Lease) for the Commercial East portion of the Property which for this Lease is determined by dividing Tenant's seven hundred twenty-seven (727) rentable interior square feet by Landlord's total rented interior square feet of the Commercial East portion of the Property under the Master Lease of four thousand and two (4002) interior square feet. On each anniversary of the Commencement Date, the Authority shall provide the Tenant in writing with an estimate of the amount of the Tenant's portion of the common area maintenance costs for the Property for the upcoming twelve (12) months. The Tenant shall pay one-twelfth (1/12th) of such annual amount on a monthly basis by the date that Rent payments are due. As of the Effective Date, the Landlord hereby notifies the Tenant that the common area maintenance costs for the Property are \$22,951 annually and the charge to the Tenant for Tenant's Share of the common area maintenance costs for the Property for the first twelve (12) months of the Term following the Commencement Date is \$344.26 per month to be paid by the Tenant to the Landlord, as Rent. In addition, on an annual basis, the Authority and the Tenant shall meet in good faith to reconcile such payments made by the Tenant for the preceding twelve (12) months with the actual common area maintenance costs attributable to the Premises, and to the extent applicable the Tenant shall pay, or the Landlord shall reimburse the Tenant (by payment or Rent credit) the difference between the amount paid by the Tenant and the actual common area maintenance costs attributable to the Premises in accordance with the process set forth in Section 5.2 of the Master Lease.

ARTICLE VI MAINTENANCE AND REPAIRS.

Section 6.1. Tenant Obligations.

Tenant shall be solely responsible for any and all maintenance or repairs to the Premises related to the Tenant's use and occupancy of the Premises. Throughout the Term, the Tenant shall, at the Tenant's expense, clean and maintain the Premises in a neat and orderly condition, including, without limitation, the following: (a) interior surfaces of walls, ceilings, and floors; (b) wall and floor coverings; (c) all interior windows and interior plate glass; (d) doors; (e) locks or closing devices; (f) signs; and (g) will maintain and repair any portion of the Premises for which the Landlord is not obligated to maintain under Section 6.2. The Tenant acknowledges and agrees that this Section 6.1 constitutes an assignment of the Landlord's obligations under the Master Lease and that, by the Tenant's execution of this Lease, the Tenant hereby assumes such obligation to maintain and repair the Premises as set forth above.

Section 6.2. Landlord Obligations.

The Landlord shall be solely responsible for the Structural Integrity of the Building as defined in Section 1.1. The Tenant acknowledges that the Landlord's obligations under this Section 6.2 shall be limited to using commercially reasonable efforts to cause the Owner to fulfill its obligations under the Master Lease.

Section 6.3. Notice.

Either Party may give the other Party notice of any repairs or maintenance as may be required under the provisions of this Article, and the Party obligated to make repairs or maintenance shall immediately commence to effect the same with reasonable diligence, and thereafter shall pursue such repair or maintenance to completion.

Section 6.4. Right of Either Party to Perform.

(a) Landlord. If the Tenant fails to make any payment or perform any act required under this Lease, then the Landlord may make such payment or perform such other act; provided that before making any such payment, the Landlord shall first give the Tenant advance written notice of fifteen (15) days and an opportunity to make the payment. Before performing any such other act, and except in emergencies (in which case no prior notice is required), the Landlord shall first give the Tenant advance written notice of fifteen (15) days. The Landlord may, but shall not be obligated to, use the Deposit to pay for all, or a portion of, such expenditures. In the event the Landlord utilizes the Deposit to pay for such expenditures, then within ten (10) days after written demand by the Landlord, the Tenant shall pay to the Landlord a sufficient sum in cash to restore the Deposit to the original amount as of the Lease Commencement Date. In the event the Landlord utilizes its own funds, then within ten (10) days after written demand by the Landlord, the Tenant shall reimburse the Landlord for any of the Landlord's expenditures under this Section 6.4. If the Tenant fails to reimburse the Landlord for such expenditures within such time period, then the Landlord may deem such amount as Additional Rent due and payable in accordance with this Lease, or declare a Tenant Event of Default pursuant to Section 13.1. The Tenant hereby waives the provisions of any law (if any) permitting the Tenant to make any repairs at the expense of the Landlord.

(b) Tenant. If the Landlord fails to make any payment or perform any act required under this Lease (other than the obligations of the Owner under the Master Lease), then the Tenant may make such payment or perform such other act; provided that before making any such payment, the Tenant shall first give the Landlord advance notice of thirty (30) days and an opportunity to make the payment. Before performing any such other act, and except in emergencies (in which case no prior notice is required), the Tenant shall first give the Landlord advance written notice of thirty (30) days and an opportunity to cure. The Landlord shall use commercially reasonable efforts to cause the Owner to reimburse the Tenant immediately upon demand for any Tenant expenditures under this Section 6.4. The Tenant agrees and acknowledges that this Section 6.4(b) in no way obligates the Landlord to perform the Owner's obligations to maintain and repair the Premises as set forth in Section 6.2.

ARTICLE VII
USES.

Section 7.1. Use Authorized.

(a) The Tenant may use and occupy the Premises for administrative and management offices only ("Permitted Use").

(b) Any proposed change in such use shall require the prior written approval of the Landlord which may be granted or denied at the Landlord's sole discretion. The Tenant's failure to use the Premises exclusively for the Permitted Use shall constitute a Tenant Event of Default pursuant to Section 13.1.

Section 7.2. Uses Prohibited; Additional Use Requirements.

In using and occupying the Premises for the Permitted Use, the Tenant shall comply with the following requirements throughout the Term of this Lease:

(a) The Tenant agrees not to do or permit anything to be done in or about the Premises nor bring or keep anything on the Premises which will in any way increase the existing rate or affect any fire or other insurance policy upon the Premises or cause a cancellation of any insurance policy covering the Premises. The Tenant agrees not to sell or permit to be kept, used, or sold in or about said Premises any articles which may be prohibited by a standard form policy of fire insurance.

(b) The Tenant agrees not to use or allow the Premises to be used for any unlawful or objectionable purpose (as determined by the Landlord). The Tenant further agrees not to cause, maintain, or permit any nuisance in or about the Premises. The Tenant agrees not to commit or suffer to be committed any waste in or about the Premises.

(c) The Tenant, at its sole cost, shall store in sealed steel containers, or other containers approved by the Landlord, and cause to be removed daily, all wet or moist garbage, refuse, trash, and any other debris.

(d) The Tenant shall not permit foul or offensive odor to emanate from any garbage and trash containers within or about the Premises, and shall immediately take steps to abate any such odor.

(e) The Tenant agrees not to use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Tenant agrees promptly to comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use, or occupancy of the Premises.

(f) The Tenant shall keep any display windows or signs in or attached to the Premises well lit during such times Tenant is open for business days and hours, or as otherwise reasonably determined by Landlord from time to time.

(g) The Tenant shall not use any portion of the Premises for storage or other services except as customary for the Permitted Use.

Section 7.3. Tenant's Covenants.

The Tenant hereby covenants and agrees that throughout the Term of this Lease:

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

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

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

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

Section 7.4. Environmental Indemnity.

The Tenant shall indemnify, defend and hold the Landlord harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon: (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term; (ii) the failure of the Tenant, the Tenant's employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws; or (iii) the breach by the Tenant of any of its covenants contained in this Article VII. The foregoing indemnity shall further apply to any residual contamination as a result of Tenant's possession and use of the Premises during the Term in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 7.4 shall survive the expiration or earlier termination of this Lease.

Section 7.5. Definitions.

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

(b) Hazardous Materials Laws. As used herein "Hazardous Materials Laws" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 7.5(a), as any of the foregoing may be amended from time to time.

ARTICLE VIII
CONDITION OF PREMISES AND ALTERATIONS.

Section 8.1. Condition on Commencement; As-Is Conveyance.

(a) Condition of Premises. As of the Effective Date the Landlord represents and warrants and Tenant shall be deemed to have agreed that: (i) the Premises are in a clean and sanitary condition and, to Landlord's knowledge, no Hazardous Materials are present in, on, or within the Premises; and (ii) the Premises are safe and fit for occupancy for the Permitted Use.

(b) AS IS Conveyance. **THE LANDLORD LEASES AND THE TENANT TAKES THE PREMISES AS IS. THE TENANT ACKNOWLEDGES THAT THE LANDLORD (WHETHER ACTING AS THE LANDLORD HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE AND WILL NOT MAKE, NOR SHALL THE LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (i) ITS FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (iii) THE EXISTENCE OF ANY DESIGN OR CONSTRUCTION DEFECT, LATENT OR PATENT, (iv) THE LANDLORD'S TITLE THERETO (WHICH THE TENANT ACKNOWLEDGES IS A LEASEHOLD INTEREST PURSUANT TO THE MASTER LEASE AGREEMENT), (v) VALUE, (vi) DURABILITY, (vii) THE EXISTENCE OF ANY UNKNOWN HAZARDOUS MATERIAL, HAZARDOUS CONDITION OR HAZARDOUS ACTIVITY, OR (viii) COMPLIANCE OF THE PREMISES WITH ANY LAW OR LEGAL REQUIREMENT; AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE TENANT. THE TENANT ACKNOWLEDGES THAT THE PREMISES ARE OF ITS SELECTION AND TO ITS SPECIFICATIONS AND THAT THE PREMISES HAS BEEN INSPECTED BY THE TENANT AND IS SATISFACTORY TO IT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY PORTION OF THE PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, THE LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO STRICT LIABILITY IN TORT). THE PROVISIONS OF THIS SECTION 8.1(b) HAVE BEEN NEGOTIATED, AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY THE LANDLORD, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PREMISES, ARISING PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR ARISING OTHERWISE.**

(c) Release of Authority. The Tenant, on behalf of itself and anyone claiming by, through or under the Tenant hereby waives its right to recover from and fully and irrevocably releases the Authority, the City and their council members, board members, employees, officers, directors, representatives, and agents (the “**Released Parties**”) from any and all claims, responsibility and/or liability that the Tenant may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Premises, or its suitability for any purpose whatsoever; (ii) any presence of Hazardous Materials; and (iii) any information furnished by the Released Parties under or in connection with this Lease. The release set forth in this Section 8.1(c) hereof includes claims of which the Tenant is presently unaware or which the Tenant does not presently suspect to exist which, if known by the Tenant, would materially affect the Tenant’s release of the Released Parties. The Tenant specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Tenant agrees, represents and warrants that the Tenant realizes and acknowledges that factual matters now unknown to the Tenant may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Tenant further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Tenant nevertheless hereby intends to release, discharge and acquit the Authority from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Tenant, on behalf of itself and anyone claiming by, through or under the Tenant, hereby assumes the above-mentioned risks and hereby expressly waives any right the Tenant and anyone claiming by, through or under the Tenant, may have under Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Tenant’s Initials: _____

Section 8.2. Condition at Termination of Lease; Abandoned Property.

(a) Upon termination of this Lease, the Tenant shall surrender the Premises, in the same condition as received on the Commencement Date except ordinary and reasonable wear and tear and alterations consented to by the Landlord in accordance with Section 8.3. While this Lease is effective, the Tenant at its expense shall repair all damage caused to the Premises, by the removal or replacement of any personal property, trade fixtures, furniture, or equipment owned or leased by the Tenant. In the event the Tenant fails to perform such repairs and/or maintenance as set forth in this Lease, or fails to repair any other damage to the Premises caused by the Tenant or the Tenant’s employees, guests, licensees, or agents, then the Landlord may

repair such loss or damage, and the Landlord may pursue any remedy available at law or equity against the Tenant.

(b) Any property of the Tenant or any Subtenant not removed by the Tenant upon the termination of this Lease shall be considered abandoned, and the Landlord may remove any or all such items and dispose of the same in any manner permitted by law. The Landlord may sell any or all of such property at public or private sale, in such matter and at such times and places as permitted by law.

(c) In the event the Tenant fails to deliver the Premises in the condition set forth in this Section 8.2, then the Landlord may (but shall not be obligated to) utilize all, or a portion, of the Deposit to repair the Premises. Thereafter, the Landlord shall deliver the remaining portion of the Deposit, if any, to the Tenant in accordance with applicable law.

Section 8.3. Alterations.

(a) Improvements by Tenant. All building alterations, including nonstructural alterations, additions, or improvements to the interior of the Premises shall require the prior written approval of the Landlord, which shall not be unreasonably withheld, delayed, or conditioned. The Landlord's failure to respond within ten (10) days following the Landlord's receipt of the Tenant's written request for consent shall be deemed approval of such request. Alterations shall not include moveable furnishings or other items of Tenant's property which may from time to time be altered without need of approval by the Landlord. All alterations, additions, or improvements of the Structural Integrity of the Building shall require the prior written approval of Landlord, which shall only be granted upon the Owner's approval of such proposed work in accordance with the Master Lease. The Landlord shall use commercially reasonable efforts (at no additional cost to the Landlord) to obtain the Owner's consent of any subsequent improvements. In connection with the Landlord's approval of such proposed improvements, the Tenant shall, to the extent applicable, deliver to the Landlord copies of the proposed construction drawings and the name of the proposed contractor (and other consultants) for the Landlord's reasonable review and approval. Any additions to, or alterations of, the Premises, including but not limited to carpeting, cabinets, and fixtures of any kind, shall become at once a part of the Premises and belong to the Landlord, except for unattached, moveable trade fixtures, equipment, or other personal property placed on or within the Premises by the Tenant.

(b) General Requirements. The Tenant shall keep the Premises free from any and all liens arising out of any work performed or materials furnished or incurred by or for the Tenant. All work to be performed by or for the Tenant pursuant to the provisions hereof shall be performed diligently and in a first-class, workmanlike manner by the Tenant's employees or a licensed contractor, if such work is required to be performed by a licensed contractor, after obtaining all necessary development permits or other approvals from authorized governmental agencies. During any construction permitted pursuant to this Lease, the Tenant shall use commercially

reasonable good faith efforts to avoid unreasonably disturbing the Landlord, and to the extent applicable, the Owner, and the Owner's tenants and their guests.

(c) Prevailing Wages. To the extent required by law, the Tenant shall and shall cause the contractor and subcontractors to pay prevailing wages in the construction work within the Premises as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR") and the Tenant shall and shall cause the contractor and subcontractors to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR. The Tenant shall and shall cause the contractor and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and that apprentices have been employed as required by Labor Code Sections 1777.5 et seq. Copies of the currently applicable current per diem prevailing wages are available from the DIR. During construction work within the Premises, the Tenant shall and shall cause the contractor to post at the Premises the applicable prevailing rates of per diem wages. The Tenant shall and shall cause the contractor and all subcontractors to submit to the Authority certified payrolls documenting that prevailing wages have been paid in accordance with Labor Code Section 1720 et seq., no less than once per week (or according to such other schedule reasonably determined by the Authority). The Tenant shall indemnify, hold harmless and defend (with counsel reasonably approved by the Authority) the City and the Authority against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Tenant, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR.

(d) No Landlord Liability. Although the Landlord has the right to review, request revisions to and approve the plans, the Landlord's sole interest in doing so is to protect the Building and the Landlord's interest in the Building, and the Landlord is not in any way warranting or representing that Tenant's plans are suitable for their intended use or comply with applicable laws and regulations. The Landlord shall have no liability whatsoever in connection with Tenant's plans nor any responsibility for any omissions or errors contained therein. Accordingly, the Tenant shall not rely upon the Landlord's approval for any purpose other than for the purpose of acknowledging the consent of the Landlord to proceed with the requested action, and the Landlord shall incur no liability of any kind by reason of the granting of such approvals.

Section 8.4. Sales and Use Tax Allocations.

The Tenant shall require that its contractors and subcontractors engaged to perform work on the Premises exercise their option to obtain a Board of Equalization sub permit for the jobsite and allocate all eligible use tax payments to the City. Prior to beginning the construction of any Tenant Improvements, the Tenant shall require that its

contractor and subcontractors provide the City with either a copy of the sub permit or a statement that use tax does not apply to their portion of the job.

The Tenant shall review the direct payment process established under California Revenue and Taxation Code Section 7051.3 and, if eligible, use the permit so that the local share of its use tax payments is allocated to the City. The Tenant shall provide the City with either a copy of the direct payment permit or a statement certifying ineligibility to qualify for the permit. The Tenant shall further work with the Authority to inform all commercial tenants and operators of the Tenant Improvements about the direct payment permit process and require their participation if qualified.

Section 8.5. Signs.

The Tenant shall have the right to place signs on the Premises, provided such signs are: (i) placed on the Premises at the Tenant's expense; (ii) comply with all applicable laws or ordinances of any governmental authority having jurisdiction (including, but not limited to, the City's "Old Town Pittsburg Design Guidelines and Principles", as amended); and (iii) have been previously approved in writing by the Landlord, and to the extent applicable, the Owner.

Section 8.6. Parking.

The Tenant acknowledges that no on-site or off-site parking is included in the definition of the Premises and that the Landlord is under no obligation to provide any parking for the benefit of the Tenant during the Term. Notwithstanding the foregoing, the Authority may modify no more than two (2) on-street parking spaces on the south side of the Building (located on East Tenth Street) by providing curb painting and signage as follows: (i) one space shall be dedicated as a twenty (20) minute customer parking for the Premises.

ARTICLE IX INSURANCE.

Section 9.1. Tenant Obligations.

During the Term, the Tenant shall maintain the following insurance:

(a) Worker's Compensation Insurance. Worker's Compensation insurance, if required by law, including Employer's Liability coverage, with limits not less than required by law.

(b) Comprehensive General Liability. Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, and Products and Completed Operations. (The Owner's Products and Completed Operations coverage shall be obtained at the completion of the Tenant Improvements).

(c) Property Insurance. All-risk or special-form insurance covering the Tenant Improvements, and any other personal property of the Tenant, covering all risks of loss, including flood (if the Property is located within a designated flood zone), for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the Authority.

(d) Contractor's Insurance. Prior to and for the full duration of construction of the Tenant Improvements and any other construction activity within the Premises, the Tenant shall cause any general contractor or agent working under direct contract with the Tenant in connection with the construction activity, and all subcontractors working under indirect contract with the Tenant in connection with the construction activity, to maintain insurance of the types and in at least the minimum amounts described above, and shall require that such insurance meet all of the general requirements set forth below.

(e) Insurance Standards. The required insurance shall be provided under an occurrence form, and the Tenant shall maintain such coverage continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three (3) times the occurrence limits specified above. Comprehensive General Liability insurance policies shall be endorsed to name as additional insured the City, the Authority and their respective councilmembers, boardmembers, officers, agents, and employees. All policies and bonds shall be endorsed to provide: (i) thirty (30) days' prior written notice of cancellation, reduction in coverage, intent not to renew or any material change in said policies to the address established for notices to the Authority set forth below; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the Authority; (iii) a provision that no act or omission of the Tenant shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the Authority and its authorized parties in connection with any loss or damage thereby insured against. Upon the Authority's request at any time during the Term, the Tenant shall provide certificates of insurance, in a form and with insurers reasonably acceptable to the Authority, evidencing compliance with the requirements of this Section, and shall provide complete copies of such insurance policies, including a separate endorsement naming the Authority and the Authority as additional insureds (unless the Authority notifies the Tenant that a separate endorsement is not required for a particular form of insurance).

ARTICLE X

ASSIGNMENT AND SUBLETTING.

Section 10.1. No Assignment or Subletting.

The Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber the Premises or this Lease or any interest therein, or any part thereof (each

of which is referred to as a “**Transfer**”) without the prior written consent of the Landlord which may be granted or denied in the Landlord’s commercially reasonable discretion.

Section 10.2. Landlord’s Remedies.

If the Tenant attempts or otherwise completes a Transfer without first obtaining the Landlord’s prior written consent then the Landlord may, at its sole option, do any or all of the following: (a) void the Transfer and continue the Lease in effect; (b) declare Tenant in default under Section 13.1; provided, however, no cure period specified therein shall apply, or (c) ratify the Transfer.

Section 10.3. Landlord’s Recapture Right of the Premises.

Despite any other provision of this Article 10, the Landlord has the option, by written notice to the Tenant (the “**Recapture Notice**”) within thirty (30) days after obtaining knowledge of an unauthorized Transfer, to recapture the Premises by terminating this Lease or taking an assignment or a sublease of the Premises from the Tenant. A timely Recapture Notice terminates this Lease or creates an assignment or a sublease for the Premises, as applicable, for the same term as the proposed Transfer, effective as of the date specified in the Recapture Notice.

ARTICLE XI
INDEMNIFICATION.

Section 11.1. Liability to Other Persons.

The Tenant agrees to defend (with counsel reasonably selected by the Authority), indemnify and hold harmless the Landlord from any and all Claims, costs and liability for any damage, injury or death of or to any person or the property of any person arising out of the negligent or intentional acts, errors or omissions of the Tenant, its officers, agents or employees, including, but not limited to: (i) the violation of any Environmental Law; (ii) the construction of the Tenant Improvements or any other work performed by or on behalf of the Tenant; (iii) the Tenant’s failure to comply with Article 7; (iv) the Tenant holding over the Premises following the termination of this Lease; or (v) otherwise related to Tenant’s use or operation of the Premises.

Section 11.2. Liability for Liens.

The Tenant shall hold harmless, indemnify and defend (with counsel reasonably selected by the Authority) the Landlord against any liens and encumbrances arising out of work performed or materials furnished by or at the direction of the Tenant, and all costs and expenses incurred by the Landlord related thereto.

Section 11.3. Survival of Article.

The obligations of the Parties’ under this Article 11 shall survive the termination of this Lease.

ARTICLE XII
QUIET ENJOYMENT; RIGHT OF ACCESS.

Section 12.1. Quiet Enjoyment.

By paying Rent and performing the Tenant's obligations in accordance with this Lease, the Tenant shall peaceably and quietly have, hold and enjoy the Premises with all appurtenances on the Premises while this Lease is effective; provided, however, the Tenant acknowledges that this Lease is, and at all times shall remain, subject to the Master Lease, and upon the termination of the Master Lease this Lease shall automatically terminate and be of no further force or effect.

Section 12.2. Right of Access.

The Landlord (and its agents) shall have the right of access to the Premises at all reasonable times upon providing no less than twenty four (24) hours prior written notice to the Tenant, (except in case of emergency in which event no prior notice need be given), for purposes of: (i) structural inspections, testing and repairs; (ii) determining compliance with the provisions of this Lease; (iii) posting notices in connection with this Lease; and (iv) showing the Premises to potential future tenants. In exercising this right of access, the Landlord shall use commercially reasonable efforts to avoid unreasonably disturbing the Tenant's quiet enjoyment and use and occupancy of the Premises.

ARTICLE XIII
DEFAULT BY TENANT.

Section 13.1. Tenant Events of Default.

Any of the following shall constitute a material default and breach of this Lease by the Tenant (each a "**Tenant Event of Default**"):

(a) Payment of Rent. The Tenant at any time is in default hereunder as to payment of Rent and such default continues for ten (10) days.

(b) Other Monetary Obligations. The Tenant at any time is in default hereunder as to any monetary obligation (including without limitation, the Tenant's obligation to pay taxes and assessments due on the Premises or part thereof, subject to the Tenant's rights to contest such charges pursuant to Section 3.2), and such default continues for thirty (30) days after the date upon which the Landlord shall have given the Tenant a Notice of Default (as defined in Section 13.2.1);

(c) Insurance. The Tenant fails to obtain and maintain any insurance required pursuant to Section 9.1 of this Lease, and the Tenant fails to cure such default within ten (10) days following receipt of Notice of Default;

(d) Abandonment. The Tenant abandons the Premises and ceases to use it for the purposes authorized hereby for a period of ninety (90) days or more or as

established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure.

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

(f) Bankruptcy/Insolvency Event. A Bankruptcy/Insolvency Event occurs with respect to the Tenant.

(g) Permitted Use. The Tenant fails to operate the Premises exclusively for the Permitted Use.

(h) Failure to Perform. The Tenant's failure to observe and perform any other provision of this Lease to be observed or performed by the Tenant where such failure continues for thirty (30) days after written notice by the Landlord to the Tenant except that if the nature of the default is such that the same cannot be reasonably cured within thirty (30) days, the Tenant shall not be deemed to be in default if the Tenant shall within such period commence to cure and thereafter diligently prosecute the same to completion within ninety (90) days from the date of the Tenant's receipt of such written notice.

Section 13.2. Notice and Opportunity to Cure.

(a) Notice of Default. Upon the occurrence of a default hereunder, the non-defaulting Party shall deliver a notice to the nonperforming Party (the "**Notice of Default**"), stating the nature of the obligation which such nonperforming Party has failed to perform, and stating the applicable period of time permitted to cure the default, which shall be not less than thirty (30) days.

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

Section 13.3. Landlord's Remedies.

Following a Tenant Event of Default, the Landlord shall have all of the following remedies, including:

(a) Termination. The Landlord may terminate this Lease and recover possession of the Premises. Once the Landlord has terminated this Lease, the Tenant shall immediately surrender the Premises to the Landlord. On termination of this Lease, the Landlord may recover from the Tenant all of the following:

(1) The worth at the time of the award of any unpaid Rent that had been earned at the time of the termination, to be computed by allowing interest at the rate set forth in Section 3.2, but in no case greater than the maximum amount of interest permitted by law;

(2) The worth at the time of the award of the amount by which the unpaid Rent that would have been earned between the time of the termination and the time of the award exceeds the amount of unpaid Rent that the Tenant proves could reasonably have been avoided, to be computed by allowing interest at the rate set forth in Section 3.2, but in no case greater than the maximum amount of interest permitted by law;

(3) The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of the award exceeds the amount of unpaid Rent that the Tenant proves could reasonably have been avoided, to be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%);

(4) Any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform obligations under this Lease, including brokerage commissions and advertising expenses, expenses of remodeling the Premises for a new tenant (whether for the same or a different use), and any special concessions made to obtain a new tenant; and

(5) Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

(b) Continuation of Lease in Effect. The Landlord shall have the remedy described in California Civil Code Section 1951.4, which provides that, when the Tenant has the right to sublet or assign (subject only to reasonable limitations), the Landlord may continue the Lease in effect after the Tenant's breach and abandonment and recover Rent as it becomes due. Accordingly, if the Landlord does not elect to terminate this Lease on account of any default by the Tenant, the Landlord may enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

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

(d) Remedies Cumulative. No remedy specified in this Article XIII shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter

existing at law or in equity or by statute, and every power and remedy provided by this Lease may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

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

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

(g) Specific Performance. The Landlord may seek specific performance of any obligation of the Tenant, after which the Landlord shall retain, and may exercise and enforce, any and all rights that the Landlord may have against the Tenant as a result of such default.

(h) Cure By Landlord. The Landlord may cure the default on behalf of the Tenant utilizing the Deposit and/or the Landlord's own funds and may add all costs incurred by the Authority in curing such default to the Rent, and such additional amount shall accrue interest at the rate set forth in Section 3.2.

(i) Other Remedies. The Landlord may pursue any other remedy available at law or equity.

ARTICLE XIV DEFAULT BY LANDLORD.

Section 14.1. Landlord Events of Default.

The Landlord's failure to observe and perform any provision of this Lease to be observed or performed by the Landlord, where such failure continues for thirty (30) days after written notice by the Tenant to the Landlord shall constitute a material default of this Lease; except that if the nature of the default is such that the same cannot be reasonably cured within thirty (30) days, the Landlord shall not be deemed to be in default if the Landlord shall within such period commence to cure and thereafter

diligently prosecute the same to completion within ninety (90) days from the date of the Landlord's receipt of such written notice.

Section 14.2. Tenant Remedies.

If the Landlord defaults, the Tenant: (i) may seek specific performance of any obligation of the Landlord, after which the Tenant shall retain, and may exercise and enforce, any and all rights that the Tenant may have against the Landlord as a result of such default; (ii) from time to time without releasing the Landlord in whole or in part from the obligations to be performed by the Landlord hereunder, may cure the default at the Landlord's cost; (iii) may terminate this Lease; or (iv) may exercise any other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE XV DAMAGE AND DESTRUCTION; EMINENT DOMAIN.

Section 15.1. Damage and Destruction.

(a) Partial Damage. Within forty-five (45) days after the occurrence of any partial damage or destruction of the Building or the Property, the Landlord shall notify the Tenant of the estimated time required for the restoration of the Premises. The Landlord's estimate shall be based upon the estimate received by the Landlord pursuant to the Master Lease. Thereafter, the Landlord shall use commercially reasonable efforts to cause the Owner to restore the Premises, to the condition which existed immediately prior to such damage or destruction, within a reasonable time after the date of any damage or destruction (not to exceed ninety (90) days following the date of such damage or destruction) and this Lease shall continue in full force and effect; provided however that the Tenant shall have no obligation to pay Rent for the portion of the Premises that the Tenant cannot use and occupy in accordance with this Lease. The Parties shall cooperate in good faith to calculate the portion of the Premises which the Tenant cannot use and occupy due to the damage or destruction, and shall reduce the Rent in proportion to the square feet of the Premises which have been destroyed or damaged. Following the Owner's restoration of the Premises (within the timeframe set forth above) to the condition that existed immediately prior to the damage or destruction, the Tenant shall be obligated to commence the full payment of Rent in accordance with this Lease. The Tenant hereby waives the provisions of Civil Code Section 1932(2).

(b) Total Destruction. In the event of the total destruction of the Premises or the Building, then either Party may terminate this Lease as of the date of such destruction by delivering a written notice to the other Party. Following such termination, neither Party shall have any further obligations under this Lease (including the Tenant's obligation to pay Rent), except for obligations that specifically survive termination.

Section 15.2. Eminent Domain.

If all or any part of the Premises shall be taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by

agreement in connection with such public or quasi-public use, the Landlord shall have the right at its option to terminate this Lease as of the date possession is taken by the condemning authority. Any award for any partial or entire taking attributable to the Tenant's leasehold interest in the Property, the Tenant's personal property or fixtures belonging to the Tenant shall be given to the Tenant. As between the Landlord and the Tenant any award related to the Tenant's leasehold interest in the Property shall be deemed to be the sole and exclusive property of the Landlord, and the Tenant shall have no right or claim thereto.

Section 15.3. Termination of Master Lease.

In the event the Authority, in its capacity as the lessee under the Master Lease, terminates the Master Lease due to partial or total destruction of the Premises (or the Master Lease is terminated for any other reason set forth in the Master Lease), then the Authority shall provide a written notice of such termination to the Tenant and this Lease shall automatically terminate (without the need for further action by either Party) upon the later of: (i) the date of such notice, or (ii) the termination date set forth in such notice; provided, however, the Tenant shall be obligated to comply with the obligations set forth in Section 8.2 and Article 11. Prior to such termination, the Tenant shall vacate the Premises. Except for the partial or total destruction of the Premises, in no event shall the Tenant be required vacate the Premises with less than sixty (60) days prior written notice.)

ARTICLE XVI MISCELLANEOUS.

Section 16.1. Estoppel Certificate.

Upon the Landlord's request, the Tenant will execute and deliver to the Landlord no more than five (5) business days after the Landlord's request an estoppel certificate, stating that, to the best of Tenant's knowledge:

- (a) This Lease is unmodified and in full force and effect, or, if this Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- (b) There is no outstanding default under this Lease, or identifying any default which exists; and
- (c) Such other matters as may be reasonably requested by the Landlord.

If the Landlord requests an estoppel certificate, and the Tenant does not respond within fifteen (15) business days, the Tenant shall be deemed to have delivered a certificate containing the requested statements.

Section 16.2. Nondiscrimination.

The Tenant herein covenants by and for itself and its assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased nor shall the Tenant, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation.

Section 16.3. Attorney Fees and Costs.

If either Party commences an action or proceeding to determine or enforce its rights under this Lease, the prevailing Party shall be entitled to recover from the losing Party all expenses reasonably incurred, including court costs, reasonable attorneys' fees (and other professional fees and costs) and costs of suit as determined by the court.

Section 16.4. Waiver.

The Landlord's waiver of any term, covenant, or condition shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition. The acceptance of Rent by the Landlord shall not be deemed to be waiver of any prior breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the Rent so accepted, regardless of the Landlord's knowledge of such prior breach at the time the Landlord accepts such Rent. Either Party's failure to exercise any right, option or privilege hereunder shall not be deemed a waiver of such right, option or privilege nor shall it relieve the other Party from: (1) its obligation to perform each and every covenant and condition on its part to be performed; or (2) from any damages or other remedy for failure to perform the obligations of this Lease.

Section 16.5. Successors and Assigns; Assignment to Housing Authority.

The provisions hereof shall be binding upon, inure to the benefit of the heirs, successors, executors, administrators and assigns of all Parties, provided, however the Tenant shall not Transfer all or any portion of the Lease or the Premises without the prior written consent of the Authority. The Tenant acknowledges that the Owner has granted the Authority the option to purchase the Property and the Authority anticipates that the Authority shall exercise such option and shall acquire fee ownership of the Property during the Term. The Authority may transfer or otherwise assign its interest in the Premises, and this Lease, to the City and thereafter, to the extent applicable, the Authority shall be released from all obligations hereunder and following such assignment all references to the Authority shall be deemed to be references to the City, and the Tenant shall execute such documents reasonably requested to evidence such transfer by the Authority, if any.

Section 16.6. Notice.

All notices or demands of any kind required or desired to be given to the Landlord or the Tenant hereunder shall be in writing and shall be delivered by depositing the notice or demand in the United States mail, certified, postage prepaid, return receipt requested or by express delivery service with a delivery receipt, addressed to the Landlord or the Tenant at the addresses specified below, or such other address as shall be designated by either Party in writing. Delivery shall be deemed to occur on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the notice was returned as undeliverable.

To Landlord:

Housing Authority of the City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: Executive Director

To Tenant:

Diablo Energy Storage, LLC
5000 Hopyard Road, Suite 480
Pleasanton, CA 94588
Attn: Asset Manager

Section 16.7. Covenants and Conditions.

Each provision of this Lease to be performed by the Tenant or the Landlord shall be deemed both a covenant and condition. Article headings are for convenience only and are not to be used to interpret this Lease.

Section 16.8. Time of Essence.

Time is of the essence of this Lease and of each and every provision contained in this Lease.

Section 16.9. No Relocation Benefits; Release of Claims.

The Tenant agrees and acknowledges that the Landlord is a public body, corporate and politic, and that the Landlord acquired the leasehold interest in the Property, pursuant to the Master Lease, prior to the Tenant commencing the occupancy of the Premises pursuant to this Lease. Therefore, the Tenant further agrees and acknowledges that: (i) the use and occupancy of the Premises shall be temporary in nature, subject to the terms of this Lease; (ii) the Tenant, or any Person claiming by, under, or through the Tenant shall not qualify as a "displaced person" under any state law (including, but not limited to, California Government Code Section 7260, et seq., as may be amended from time to time); (iii) upon the termination or expiration of this Lease the Tenant will not be eligible for any relocation benefits or assistance for persons

displaced by governmental activities; (iv) the Tenant may suffer economic loss or other consequences related to the failure of the Authority to extend this Lease, following the expiration of the Term (as may be extended), including, but not limited to, economic loss or other consequences due to the Tenant's inability to operate any form of business within the Premises; and (v) specifically releases and waives any claim against the Authority and the City for such loss or economic consequences in connection with the failure of the use or occupy the Premises (or any portion thereof), set forth above. The Tenant, on behalf of itself and any Person claiming by, through or under the Tenant, hereby assumes the above-mentioned risks related to the Authority's discretion to the long-term use of the Property and hereby expressly waives any right the Tenant and any Person claiming by, through or under the Tenant, may have under Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Tenant's Initials: _____

Section 16.10. Holding Over.

If the Tenant should hold possession of the Premises or any part thereof after the termination of this Lease, then such holding over shall constitute a tenancy from month to month, upon the same terms, covenants and conditions contained in the Lease so far as they are applicable, provided monthly Rent for the hold over period shall be equal to 150% of the Premises' current fair market rent (as reasonably determined by the Authority); provided, however, nothing in this Section shall be deemed to permit the Tenant to remain in possession of the Premises following the termination of the Master Lease.

Section 16.11. Reasonable Consent.

Except as limited elsewhere in this Lease, wherever in this Lease the Landlord or the Tenant is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld and shall be given in timely manner.

Section 16.12. Entire Agreement; Authority Approval.

This Lease constitutes the entire agreement between the Landlord and the Tenant relative to the lease of the Premises. The Lease may be altered, amended or revoked only by an instrument in writing signed by both the Landlord and the Tenant. Whenever this Lease calls for Authority approval, consent, or waiver, the written approval, consent, or waiver of the Authority Executive Director or his or her designee(s) shall constitute the approval, consent, or waiver of the Authority, without further authorization required from the Authority Board. The Authority hereby authorizes the Authority's Executive Director and his or her designee(s) to deliver such approvals

or consents as are required by this Lease, or to waive requirements under this Lease, on behalf of the Authority; provided, however, any amendment to the amount of Rent or the length of the Term shall be subject to additional Authority Board consideration, and approval.

The Landlord and the Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises from the Landlord to the Tenant are merged in or revoked by this Lease. The Parties to this Lease and their counsel have read and reviewed this Lease and agree that any rule of construction (including but not limited to Civil Code Section 1654) to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Lease.

Section 16.13. Severability.

If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

Section 16.14. No Partnership.

This Lease shall not be construed to constitute any form of partnership or joint venture between the Landlord and the Tenant.

Section 16.15. Article References.

Any titles of the sections or subsections of this Lease are inserted for convenience of reference only and shall be disregarded in interpreting this Lease.

Section 16.16. Enforced Delay.

In addition to specific provisions of this Lease, performance by either Party shall not be deemed to be in default where delays or defaults are due to acts of God; war; acts of terrorism; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; freight embargoes; energy shortages or rationing; lack of transportation; or court order; or any other similar causes (other than lack of funds of the Tenant to fulfill its obligations under this Lease) beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause shall be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In no event shall the cumulative delays exceed ninety (90) days unless otherwise agreed to in writing by the Parties. Times of performance under this Lease may also be extended by written agreement of the Parties.

Section 16.17. No Brokers.

The Tenant and the Landlord each represent and warrant to the other Party that neither Party has employed or retained any company or person to solicit or secure this Lease, and that neither Party has paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Lease. For breach or violation of this representation, the non-breaching Party shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee from the breaching Party, and, in addition, the breaching Party shall indemnify, defend (with counsel reasonably selected by the non-breaching Party), and hold harmless the non-breaching Party from all expense, loss, damage and claims, including the non-breaching Party's attorneys' fees, if necessary, arising out of the breach of the foregoing representation.

Section 16.18. Joint and Several Liability.

If there is more than one individual signing this Lease on behalf of the Tenant, the obligations of each signatory under the Lease are joint and several, and independent of the obligations of any other person or entity.

Section 16.19. Amendments.

All amendments to this Lease shall be in writing executed by the Landlord and the Tenant.

Section 16.20. Operating Memoranda; Implementation Agreements.

The Parties acknowledge that the provisions of this Lease require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Lease. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Lease. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments shall be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution shall be attached to this Lease as addenda and become a part hereof.

Operating memoranda or implementation agreements may be executed on the Authority's behalf by the Executive Director, or his or her designee. In the event a particular subject requires notice or hearing, such notice or hearing shall be appropriately given. Any significant modification to the terms of performance under this Lease shall be processed as an amendment of this Lease and must be approved by the Authority Board.

Section 16.21. Owner Consent.

By executing this Lease, the Owner consents to the Authority's sublease of the Premises to the Tenant and, to the extent applicable, the assignment and assumption of the obligations set forth herein.

Section 16.22. Counterparts.

This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Lease to be executed as of the Effective Date.

SIGNATURES ON THE FOLLOWING PAGE

TENANT:

DIABLO ENERGY STORAGE, LLC, a Delaware
Limited Liability Company

By: _____
Name: Kevin R. Johnson
Its: Senior Vice President

LANDLORD:

HOUSING AUTHORITY OF
THE CITY OF PITTSBURG,
a public body, corporate and politic

By: _____
Joe Sbranti
Executive Director

APPROVED AS TO FORM:
Donna Mooney

Authority General Counsel

CONSENTED TO BY OWNER:

GATEWAY MIXED USE DEVELOPMENT,
A CALIFORNIA LIMITED PARTNERSHIP

By: Affordable Housing CDC, Inc., a California
nonprofit public benefit corporation, its
managing general partner

By: _____

Its: _____

By: Domus Development, LLC, a California
limited liability company, its co-general partner

By: MNJ Development, LLC,
a California limited liability company, Member

By: Newport Partners, LLC a California
limited liability company, its sole member

By: _____
Monique Hastings, its member/manager

EXHIBIT A
(Copy of Master Lease Agreement)

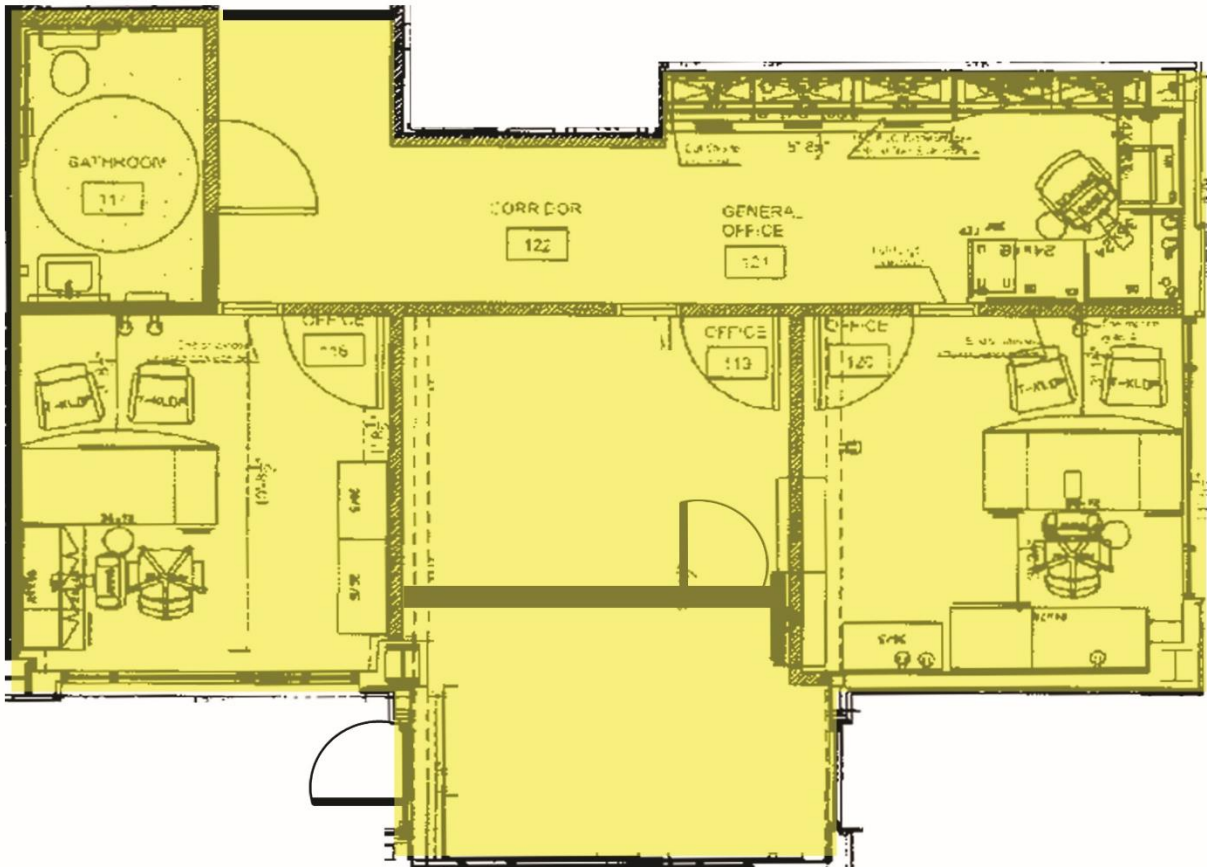
EXHIBIT B
(Legal Description)

A certain parcel of land situated in the City of Pittsburg, County of Contra Costa, State of California and more particularly described as follows:

Lots 3, 4, 5, 6, 7, and 8 of Block 77, of the Official Map of the City of Pittsburg as filed on Rack 5 of Maps, on March 23, 1914, in the Office of the Recorder, County of Contra Costa, State of California and as shown on Parcel Map Waiver 07-09 recorded as document number 2007-0306287-00 on November 1, 2007, in the Office of the Recorder, County of Contra Costa, State of California

Assessor's Parcel No. 085-195-010

Exhibit C
(Site Plan Depicting the Premises)



NOT TO SCALE, FOR VISUAL PURPOSES ONLY



DOMUS
DEVELOPMENT

Document Transmittal

TO: Randy Starbuck – City of Pittsburg
FROM: Nikki Alvarez 
DATE: April 2, 2008
PROJECT: Gateway Mixed Use Development/Entrada

Document(s) Enclosed:

- Lease Agreement (Commercial Component) – One (1) wet signature page

Should you have any questions, please contact me at 949.923.7817 or via email at nalvarez@newportpartners.com.

LEASE AGREEMENT
(Commercial Component – Railroad Gateway)

This Lease Agreement (the "Lease") is made as of this 1st day of October, 2007, by and between Gateway Mixed Use Development, a California Limited Partnership, (the "Landlord") and the Redevelopment Agency of the City of Pittsburg, a public body, corporate and politic (the "Tenant").

RECITALS

A. The Tenant is the fee owner of certain real property located in the City of Pittsburg, County of Contra Costa, State of California (the "Property") more particularly described in Exhibit A.

B. In order to cause the redevelopment of the Property, the Tenant and Domus Development, LLC, a California limited liability company ("Domus"), entered into that certain Disposition Development and Loan Agreement dated as of November 21, 2005 (the "DDLA"). Domus assigned the DDLA to the Landlord pursuant to that certain Assignment Agreement dated March 1, 2006. Pursuant to the DDLA, the Tenant agreed to convey a long-term leasehold interest in the Property to the Landlord upon the Landlord's satisfaction of certain conditions.

C. The Landlord has satisfied the conditions precedent set forth in the DDLA and the Tenant and the Landlord have entered into that certain Ground Lease dated March 1, 2006 (the "Ground Lease").

D. Pursuant to the DDLA and the Ground Lease, the Landlord is obligated to construct certain improvements on the Landlord's leasehold interest in the Property consisting of a three (3) story building and related improvements (collectively, the "Building") including approximately eight thousand one hundred six (8,106) square feet of ground floor office and commercial space (the "Commercial Component" or the "Premises") and twenty-eight (28) units of multi-family rental units, and related improvements (the "Housing Component").

E. The Landlord has completed the construction of the Building in accordance with the DDLA and the Ground Lease. On October 31, 2007, the Landlord obtained a certificate of occupancy for the Commercial Component as required by Section 2.12(a) of the DDLA.

F. The Landlord desires to lease the Commercial Component to the Tenant and the Tenant desires to lease the Commercial Component from the Landlord.

In consideration for the rents and covenants hereinafter set forth in this Lease, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Commercial Component, upon the following terms and conditions:

1. FUNDAMENTAL LEASE PROVISIONS.

PREMISES: The premises consist of the ground floor of the Building consisting of approximately eight thousand one hundred six (8,106) square feet. The Property on which the Premises is located is more particularly described in the attached Exhibit A.

DEPOSIT: None.

RENT: The amount to be paid for rent shall be One Dollar and Twenty-Five Cents (\$1.25) per square foot per month. The total monthly Rent equals Ten Thousand One Hundred Thirty-Two Dollars and Fifty Cents (\$10,132.50). No Rent shall be due until the Rent Commencement Date set forth in Section 3.1.

COMMENCEMENT DATE: For the purposes of this Lease the commencement date is October 1, 2007, (the "Commencement Date") which is the date the Landlord has delivered possession of the Premises to the Tenant

OPERATING COSTS: Except as set forth in Section 6.2, the Tenant shall be responsible for all property taxes, insurance premiums, maintenance, repairs, cleaning, utility and other costs of operating and maintaining the Premises.

PERMITTED USES: The Premises shall be used by the Tenant for (i) administrative offices for the Housing Authority of the City of Pittsburg, a public housing authority (the "Housing Authority"), or such other subtenant as acceptable to the Tenant (in the Tenant's sole discretion) so long as such use is not incompatible with the operation of the Housing Component; and (ii) the operation of a retail business or restaurant by a subtenant acceptable to the Tenant in the Tenant's sole discretion, so long as such use is not incompatible with the operation of the Housing Component.

ADDRESS FOR NOTICES:

To Landlord:	Gateway Mixed Use Development, a California Limited Partnership c/o Domus Development, LLC 9 Cushing, Suite 200 Irvine, CA 92618 Attn: Asset Management
To Tenant:	Redevelopment Agency of the City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 Attn: Executive Director

2. PREMISES.

2.1 Dedication. The Landlord leases to the Tenant and the Tenant leases from the Landlord the Premises indicated in Article 1 on the terms and conditions set forth in this Lease.

2.2 Delivery of "As Built" Drawings. Concurrently with the execution of this Lease, the Tenant acknowledges that the Landlord has delivered a complete set of the "as built" drawings for the Building.

3. RENT.

3.1 Payment. The Tenant's obligation to pay Rent shall commence on the earlier of: (i) November 1, 2007, or (ii) the date on which the Tenant's subtenants (as more particularly described in Section 10) first occupy any portion of the Premises pursuant to a sublease agreement with the Tenant (the "Rent Commencement Date"). In the event the Rent Commencement Date does not occur on the first day of the month, then the Tenant shall pay Rent for the fractional month following the Rent Commencement Date on a per diem basis (calculated on a thirty (30) day month) until the first day of the first month immediately following the Rent Commencement Date. The monthly Rent in the amount of Ten Thousand One Hundred Thirty-Two Dollars and Fifty Cents (\$10,132.50) (subject to Section 6.2 and Section 16) shall be due and payable no later than the first (1st) calendar day of each month. Following the Rent Commencement Date, in the event that the Tenant shall fail to pay any Rent to the Landlord within fifteen (15) days after written notice that such sum is due, then the Tenant shall pay the Landlord simple interest on the delinquent amount from the date such payment is due until paid at four (4%) percent per annum.

3.2 Net-Net Lease. This Lease is a "net-net" lease such that all Rent or other payments and sums, if any, due the Landlord hereunder shall be paid by the Tenant to the Landlord at the address of the Landlord set forth above, or to such other person and/or at such other address as the Landlord may direct by written notice to the Tenant, net of costs and expenses related to taxes related to Tenant's personal property, fixtures and equipment located on the Premises, and insurance, all of which shall be the responsibility of the Tenant. Notwithstanding the foregoing, nothing in this Section 3.2 shall be deemed to relieve the Landlord from the Landlord's obligation to maintain and repair the Structural Integrity (as defined in Section 6.2 below) of the Building, or to impair the Tenant's ability to deduct or off-set Rent pursuant to Section 6.4(b).

4. COMMENCEMENT DATE; TERM.

4.1 Commencement Date. Except for the payment of Rent, which shall commence on the Rent Commencement Date, this Lease shall commence on the Commencement Date, which is October 1, 2007.

4.2 Term. The term of this Lease (the "Term") shall commence on the Commencement Date and end on the twentieth (20th) anniversary of the Commencement Date.

5. TAXES, SERVICES AND UTILITIES.

5.1 Taxes and Services. The Tenant shall pay, prior to delinquency, any personal property taxes related to Tenant's personal property, fixtures and equipment located on the Premises while this Lease is effective.

5.2 Utilities; Common Area Maintenance. In addition to all other sums due under this Lease, the Tenant shall pay the Landlord, in the manner and at the times set forth in this Section, the Tenant's portion (the "Tenant's Share") of the following common area maintenance costs for the Property: (i) taxes, (ii) insurance, (iii) electricity, (iv) gas, (v) water and sewer, (vi) garbage, and (vii) maintenance labor and supplies. The estimated costs and the percentage of the Tenant's Share for each category of common area maintenance costs are set forth in Exhibit B. No later than September 1 of each year during the Term, the Landlord shall deliver to the Tenant a breakdown of the Landlord's reasonable estimate of all of the common area maintenance costs, and the estimated calculation of the Tenant's Share for the succeeding calendar year (the "Landlord's Estimate"), and provided the Tenant does not object to such calculation, the Tenant shall pay such estimate no later than January 31 of the succeeding calendar year. Thereafter, no later than ninety (90) days following the end of each calendar year (or such other date mutually acceptable to the parties) the parties shall meet to determine the actual amount of the Tenant's Share for the preceding calendar year (the "Reconciliation Meeting"). At such meeting the Landlord shall provide the Tenant all documentation setting forth the Landlord's determination of the Tenant's Share (including all invoices and other supporting documentation requested by the Tenant). In the event the Tenant has paid an amount greater than the Tenant's Share, then the Landlord shall the difference between the Landlord's Estimate and the Tenant's Share to the Tenant no later than thirty (30) days following the Reconciliation Meeting, or shall provide the Tenant a credit of such amount for future Rent, as mutually determined by the parties. In the event the Tenant has paid an amount less than the Tenant's Share, and no charges or expenses are disputed by the Tenant, then the Tenant shall pay the difference between the Landlord's Estimate and the Tenant's Share to the Landlord no later than thirty (30) days following the Reconciliation Meeting. In the event any charges or expenses are disputed by the Tenant whether at the Reconciliation Meeting or at any time prior to the payment of the Tenant's Share, then the Tenant shall notify the Landlord in writing of such dispute, and the Landlord shall promptly correct and resubmit the calculation of the Tenant's Share. The Tenant's failure to either approve or disapprove of the Landlord's calculation of the Tenant's Share within such thirty (30) day period shall be deemed approval; provided, however, the Tenant shall have no obligation to pay the Tenant's Share until the Tenant has approved, or is deemed to have approved, the Landlord's calculation of the Tenant's Share, either at the Reconciliation Meeting or at such other time set forth herein.

6. MAINTENANCE AND REPAIRS.

6.1 Tenant Obligations. Except as provided in Section 6.2, the Tenant shall be solely responsible for any and all maintenance or repairs related to the Premises, as set forth in this Section. While this Lease is effective, the Tenant shall, at the Tenant's

expense, clean and maintain the Premises in a neat and orderly condition, including, without limitation, the following: (a) interior surfaces of walls, ceilings; and floors; (b) interior wall and floor coverings; (c) all interior and exterior windows and interior plate glass; (d) doors; (e) locks or closing devices; (f) signs; and (g) will maintain and repair any portion of the Premises for which the Landlord is not obligated to maintain under Section 6.2.

6.2 Landlord Obligations. The Landlord shall be solely responsible for the maintenance and repair of the following components of the Premises: (a) all exterior components of the Building (including, but not limited to exterior walls, windows and doors) and the landscaping of the Property; (b) the "Structural Integrity" of the Building; (c) the Building's heating, ventilation and air conditioning systems; (d) plumbing and electrical systems within or about the Premises (provided, however, the Landlord shall have no obligation to maintain or repair the heating, ventilation, air conditioning, plumbing, or electrical systems included within the Tenant Improvements, or any subsequent improvements to the Premises by the Tenant or the subtenants); and (e) any construction defects within or about the Premises (regardless of the time of discovery).

Prior to performing any routine maintenance or repair on any of the components set forth in this Section 6.2, the Landlord shall provide the Tenant advance written notice of ten (10) days. Such written notice shall set forth, in reasonable detail, the maintenance or repair to be performed and the estimated time necessary to perform such maintenance or repair. The parties shall cooperate in good faith so that the Landlord can perform such maintenance or repair in a manner that does not unreasonably disturb the Tenant's (or the Tenant's subtenants) use and occupancy of the Premises. Following the completion of such maintenance or repair, the Landlord shall use commercially reasonable efforts to restore the Premises to the condition that existed immediately prior to the Landlord's entry onto the Premises, including but not limited to, the removal of any debris related to such maintenance and repair.

As used in this Lease, the term "Structural Integrity" means the supporting elements of the Building, essential to the integrity of the Building including, but not limited to, the foundation, load-bearing walls, support beams and columns, roof and floor slabs.

6.3 Notice. The Landlord or the Tenant may give the other party notice of any repairs or maintenance as may be required under the terms of this Article, and the party obligated to make repairs or maintenance shall immediately commence to effect the same with reasonable diligence.

6.4 Right of Either Party to Perform.

a. Landlord. If the Tenant fails to make any payment or perform any act required under this Lease, then the Landlord may make such payment or perform such other act; provided that before making any such payment, the Landlord shall first give the Tenant advance written notice of thirty (30) days and an opportunity to make

the payment. Before performing any such other act, and except in emergencies (in which case no prior notice is required), the Landlord shall first give the Tenant advance written notice of thirty (30) days and an opportunity to cure. The Tenant shall reimburse the Landlord immediately upon demand for any Landlord expenditures under this Section 6.4. If the Tenant fails to reimburse the Landlord for such expenditures, then such costs shall be additional Rent owed by the Tenant to the Landlord.

b. Tenant. If the Landlord fails to make any payment or perform any act required under this Lease, then the Tenant may make such payment or perform such other act; provided that before making any such payment, the Tenant shall first give the Landlord advance written notice of thirty (30) days and an opportunity to make the payment. Before performing any such other act, and except in emergencies (in which case no prior notice is required), the Tenant shall first give the Landlord advance written notice of thirty (30) days and an opportunity to cure. The Landlord shall reimburse the Tenant immediately upon demand for any Tenant expenditures under this Section 6.4. If the Landlord fails to reimburse the Tenant for such expenditures, then the Tenant may deduct such amount due from the Rent.

7. USES.

7.1 Use Authorized. The Tenant shall use and occupy the Premises only for the purposes indicated in Article 1, under Permitted Uses. Any substantial change in such use shall require the prior written approval of the Landlord which approval may be withheld in the Landlord's sole discretion.

7.2 Uses Prohibited.

a. The Tenant agrees not to do or permit anything to be done in or about the Premises nor bring or keep anything on the Premises which will in any way increase the existing rate or affect any fire or other insurance upon the Premises or cause a cancellation of any insurance policy covering the Premises. The Tenant agrees not to sell or permit to be kept, used, or sold in or about said Premises any articles which may be prohibited by a standard form policy of fire insurance. The Tenant agrees not to unreasonably disturb the Landlord's residential tenants within the Building.

b. The Tenant agrees not to use or allow the Premises to be used for any unlawful purpose. The Tenant further agrees not to cause, maintain, or permit any nuisance in or about the Premises. The Tenant agrees not to commit or suffer to be committed any waste in or about the Premises.

c. The Tenant agrees not to use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or duly promulgated governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Tenant agrees to comply with all laws, statutes, ordinances, and duly promulgated governmental rules, regulations, or requirements now in force or which may hereafter be in force.

d. The Tenant shall not use, store, treat, dispose of or otherwise handle any Hazardous Materials on or about the Premises, and the Tenant shall not permit the use, storage, treatment, disposal or other handling of any Hazardous Material on or about the Premises by its employees, agents, contractors, sublessees, assignees, licensees, guests or invitees in violation of any Environmental Law. For purposes of this Lease, "Hazardous Materials" shall mean and include any substance which is (a) defined under any Environmental Law (as defined below) as a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, (b) a petroleum hydrocarbon, including crude oil or any fraction thereof, (c) a hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxicant, or (d) otherwise regulated pursuant to any Environmental Law. For purposes of this Lease, "Environmental Law" shall mean and include all federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements of all federal, state and local governmental agencies or other governmental authorities pertaining to the protection of human health and safety or the environment now existing or later adopted while this Lease is effective. The parties agree and acknowledge that the Tenant (and the Tenant's subtenants) shall be entitled to store and use (in a commercially reasonable manner) on the Premises reasonable quantities of customary office products and janitorial products and restaurant supplies and janitorial products.

8. CONDITION OF PREMISES AND ALTERATIONS.

8.1 Condition on Commencement. By accepting occupancy, the Tenant shall be deemed to have agreed that the Premises are in a clean and sanitary condition and good state of repair, and in a condition suitable for the use authorized under this Lease, and that the Tenant Improvements, as defined below, have been completed.

8.2 Condition at Termination of Lease; Abandoned Property. Upon termination of this Lease, the Tenant shall surrender the Premises, in the same condition as received on the commencement of this Lease excepting ordinary and reasonable wear and tear and alterations consented to by the Landlord in accordance with Section 8.3. While this Lease is effective and upon the termination of this Lease (or the Tenant's surrender of the Premises), the Tenant at its expense shall repair all damage caused to the Premises, by the removal or replacement of any personal property, trade fixtures, furniture, or equipment owned or leased by the Tenant.

Any property of the Tenant not removed by the Tenant upon the termination of this Lease shall be considered abandoned, and the Landlord may remove any or all such items and dispose of the same in any manner permitted by law, at the Tenant's expense if the Tenant was obligated to remove such items. The Landlord may sell any or all of such property at public or private sale, in such matter and at such times and places as permitted by law.

8.3 Alterations.

a. Initial Tenant Improvements. Prior to occupying the Premises, the Landlord completed, on behalf of the Tenant, certain tenant improvements to the Premises necessary for the use and occupancy by the Tenant's subtenants (the "Tenant Improvements").

b. Subsequent Improvements. Following the construction of the Tenant Improvements, Tenant shall have the right to make any nonstructural alterations, additions, or improvements to the interior of the Premises that Tenant deems necessary or desirable. All alterations, additions, or improvements of the Structural Integrity of the Building shall require the prior written approval of Landlord, which shall not be unreasonably withheld. The Landlord's failure to respond within thirty (30) days following the Landlord's receipt of the Tenant's written request for consent shall be deemed approval of such request. Any additions to, or alterations of, the Premises, including but not limited to carpeting, cabinets, and fixtures of any kind, shall become at once a part of the Premises and belong to the Landlord, except for unattached, moveable trade fixtures placed on the Premises by the Tenant and except for any fixtures or other improvements the Landlord has required the Tenant to remove. The Tenant shall keep the Premises free from any and all liens arising out of any work performed or materials furnished or incurred by or for the Tenant. All work to be performed by or for the Tenant pursuant to the provisions hereof shall be performed diligently and in a first-class, workmanlike manner by Tenant's employees or a licensed contractor, if such work is required to be performed by a licensed contractor, after obtaining an appropriate development permit from authorized governmental agencies.

During any construction permitted pursuant to this Lease, the Tenant shall use commercially reasonable good faith efforts to avoid unreasonably disturbing the residential tenants of the Housing Component.

8.4 Signs. The Tenant shall have the right to place signs on the Premises, including signs announcing the subtenant's activities at the Premises, provided such signs are (i) placed on the Premises at the Tenant's expense; (ii) comply with all applicable laws or ordinances of any governmental agency having jurisdiction; and (iii) have been approved by the Landlord. The Landlord's failure to approve or disapprove (in writing) of Tenant's proposed sign within ten (10) days following Tenant's request shall be deemed approval.

9. INSURANCE.

The Landlord acknowledges that the Tenant is self-insured and the Tenant's self-insurance coverage is hereby deemed acceptable by the Landlord.

10. ASSIGNMENT AND SUBLETTING.

10.1 Assignment. The Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, or any part thereof, without the prior written consent of the Landlord which shall not be unreasonably withheld, delayed, or conditioned. Following any assignment or sublease, the Tenant shall remain

liable for all obligations under this Lease.

10.2 Pre-Approved Subtenants. The Landlord hereby approves the following subleasing of the Premises to the following entities:

a. The Housing Authority for administrative offices, or such other entity or organization acceptable to the Tenant (in the Tenant's sole discretion) so long as such use is not incompatible with the operation of the Housing Component.

b. A retail or restaurant tenant reasonably selected by the Tenant so long as such subtenant's use is not incompatible with the operation of the Housing Component.

The Tenant shall promptly deliver a copy of the executed sublease agreement between the Agency and the above-mentioned entities, including any amendment thereto, to the Landlord.

11. INDEMNIFICATION.

11.1 Liability to Other Persons. Tenant agrees to defend, indemnify and hold harmless the Landlord from any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person arising from the use of the Premises, except arising out of the negligent or intentional acts, errors or omissions of the Landlord, its officers, agents or employees (including, but not limited to, the violation by Landlord or any of Landlord's other tenants of any Environmental Law).

Landlord agrees to defend, indemnify and hold harmless the Tenant from any and all claims, costs and liability for any damage, injury or death of or to any person arising from the use of all other portions of the Building (other than the Premises) or arising out of the negligent or intentional acts, errors or omissions of the Landlord, its officers, agents or employees (including, but not limited to, the violation of any Environmental Law).

Notwithstanding the foregoing the Landlord shall have no liability for the Tenant's environmental remediation work as set forth in the DDLA.

11.2 Liability for Liens. The Tenant shall hold harmless, indemnify and defend the Landlord against any liens and encumbrances arising out of work performed or materials furnished by or at the direction of the Tenant, and all costs and expenses incurred by the Landlord related thereto.

12. QUIET ENJOYMENT.

The Tenant, by paying Rent in accordance with this Lease, and the Tenant's subtenants, shall peaceably and quietly have, hold and enjoy the Premises with all appurtenances on the Premises while this Lease is effective. The Landlord shall have no liability for any interruption of the utilities to the Premises except if such interruption is caused by the action or inaction of the Landlord.

13. RIGHT OF ACCESS. The Landlord or its agents shall have the right of access to the Premises at all reasonable times upon providing no less than seventy-two (72) hours prior written notice to the Tenant, (except in case of emergency in which event no prior notice need be given), for purposes of: (i) structural inspections, testing and repairs; (ii) determining compliance with the provisions of this Lease; (iii) posting notices in connection with this Lease and (iv) exhibiting the Premises to lenders or other parties. In exercising this right of access, the Landlord shall use commercially reasonable efforts to avoid unreasonably disturbing the Tenant's (and the Tenant's subtenants) quiet enjoyment and use and occupancy of the Premises.

14. DEFAULT BY TENANT.

Any of the following shall constitute a material default and breach of this Lease by the Tenant (a "Default"):

14.1 Failure to Pay Rent. The Tenant's failure to pay Rent to the Landlord, within ten (10) days after the Tenant's receipt of written notice from the Landlord specifying such failure. In such event, in addition to the remedies set forth below, the Landlord shall have the additional right to offset any payment to the Tenant which is due and payable under the DDLA until the Tenant has paid such amount owed under this Lease.

14.2 Abandonment. The Tenant's vacating or abandoning (which is deemed to include absence from the Premises for more than thirty (30) consecutive days) of the Premises.

14.3 Failure to Perform. The Tenant's failure to observe and perform any other provision of this Lease to be observed or performed by the Tenant where such failure continues for thirty (30) days after written notice by the Landlord to the Tenant except that if the nature of the default is such that the same cannot be reasonably cured within thirty (30) days, the Tenant shall not be deemed to be in default if the Tenant shall within such period commence to cure and thereafter diligently prosecute the same to completion within one hundred twenty (120) days from the date of the Tenant's receipt of such written notice.

In the event of a Tenant Default, the Landlord shall have all the remedies available at law or in equity, including but not limited to the rights set forth in Civil Code Sections 1951.2 and 1951.4.

15. DEFAULT BY LANDLORD.

The following shall constitute a material default and breach of this Lease by the Landlord:

15.1 Failure to Perform. The Landlord's failure to observe and perform any provision of this Lease to be observed or performed by the Landlord, including but not limited to interfering with the Tenant's (and the Tenant's subtenants) quiet enjoyment of the Premises, where such failure continues for thirty (30) days after written notice by the Tenant to the Landlord except that if the nature of the default is such that the same cannot be reasonably cured within thirty (30) days, the Landlord shall not be deemed to be in default if the Landlord shall within such period commence to cure and thereafter diligently prosecute the same to completion within one hundred twenty (120) days from the date of the Landlord's receipt of such written notice.

15.2 Default Under DDLA or Ground Lease. Any event of default by the Landlord (following all applicable notice and cure provisions) under the DDLA or the Ground Lease shall constitute a default by the Landlord under this Lease.

If the Landlord defaults, the Tenant shall have all the remedies available at law or in equity.

16. DAMAGE AND DESTRUCTION; EMINENT DOMAIN.

16.1 Damage and Destruction. Within thirty (30) days after the occurrence of any damage or destruction, the Landlord shall notify the Tenant of the estimated time required for the restoration of the Premises. The Landlord's estimate shall be made in good faith and based upon reasonable estimates and contractors' bids to the extent available. Thereafter, the Landlord shall restore the Premises, to the condition which existed immediately prior to such damage or destruction, within a reasonable time after the date of any damage or destruction and this Lease shall continue in full force and effect; provided however that the Tenant shall have no obligation to pay Rent for the portion of the Premises that the Tenant (or its subtenants) cannot use and occupy in accordance with this Lease. The parties shall cooperate in good faith to calculate the portion of the Premises which the Tenant (or its subtenants) cannot use and occupy due to the damage or destruction, and shall reduce the monthly Rent in proportion to the square feet of the Premises which have been destroyed or damaged. Following the Landlord's restoration of the Premises to the condition that existed immediately prior to the damage or destruction, the Tenant shall be obligated to commence the full payment of Rent in accordance with this Lease. The Landlord shall have no obligation to restore or repair the Tenant Improvements, or other additions or alterations within the Premises. Promptly following the Landlord's restoration of the Premises, the Tenant shall restore the Tenant Improvements.

16.2 Eminent Domain. In the event all, or any portion, of the Premises is taken or otherwise subject to an eminent domain action by any public body or agency (other than the Tenant), then Article 11 of the Ground Lease shall govern the rights, duties,

and obligations of the parties.

17. MISCELLANEOUS.

17.1 Estoppel Certificate. Upon the Landlord's request, the Tenant will execute and deliver to the Landlord no more than ten (10) business days after the Landlord's request an estoppel certificate, stating that, to the best of Tenant's knowledge:

a. this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;

b. there is no outstanding default under the Lease, or identifying any default which exists;

c. the Tenant has no claim or offset against the Landlord, or, if it does, stating the circumstances that gave rise to the claim or offset; and

d. such other matters as may be reasonably requested by the Landlord.

If the Landlord requests an estoppel certificate, and the Tenant does not respond within thirty (30) business days, the Tenant shall be deemed to have delivered a certificate containing the requested statements.

17.2 Non-Discrimination. (1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

17.3 Attorney Fees and Costs. If either party commences an action or proceeding to determine or enforce its rights under this Lease, the prevailing party shall be entitled to recover from the losing party all expenses reasonably incurred, including

court costs, reasonable attorneys' fees (and other professional fees and costs) and costs of suit as determined by the court.

17.4 Waiver. Either party's waiver of any term, covenant, or condition shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition. The acceptance of Rent by the Landlord shall not be deemed to be waiver of any prior breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent so accepted, regardless of the Landlord's knowledge of such prior breach at the time the Landlord accepts such Rent. The payment of Rent by the Tenant shall not be deemed to be a waiver of any prior breach by the Landlord of any term, covenant, or condition of this Lease, regardless of the Tenant's knowledge of such prior breach at the time the Tenant pays such Rent. Either party's failure to exercise any right, option or privilege hereunder shall not be deemed a waiver of such right, option or privilege nor shall it relieve the other party from (1) its obligation to perform each and every covenant and condition on its part to be performed, or (2) from any damages or other remedy for failure to perform the obligations of this Lease.

17.5 Successors and Assigns. The provisions hereof shall be binding upon, inure to the benefit of the heirs, successors, executors, administrators and assigns of all parties.

17.6 Notice. All notices or demands of any kind required or desired to be given to the Landlord or the Tenant hereunder shall be in writing and shall be delivered by depositing the notice or demand in the United States mail, certified, postage prepaid, return receipt requested or by express delivery service with a delivery receipt, addressed to the Landlord or the Tenant at the addresses specified in Article 1, or such other address as shall be designated by either party in writing. Delivery shall be deemed to occur on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the notice was returned as undeliverable.

17.7 Covenants and Conditions. Each provision of this Lease to be performed by the Tenant or the Landlord shall be deemed both a covenant and condition. Article headings are for convenience only and are not to be used to interpret this Lease.

17.8 Time of Essence. Time is of the essence of this Lease and of each and every provision contained in the Lease.

17.9 Holding Over. If the Tenant should hold possession of the Premises or any part thereof after the termination of this Lease, then such holding over shall constitute a tenancy from month to month, upon the same terms, covenants and conditions contained in the Lease so far as they are applicable, provided monthly Rent shall be equal to one hundred twenty-five percent (125%) of the Rent, commencing upon the termination of this Lease.

17.10 Reasonable Consent. Except as limited elsewhere in this Lease, wherever in this Lease the Landlord or the Tenant is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld and shall be given in timely manner.

17.11 Entire Agreement. This Lease constitutes the entire agreement between the Landlord and the Tenant relative to the lease of the Premises. The Lease may be altered, amended or revoked only by an instrument in writing signed by both the Landlord and the Tenant. The Landlord and the Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises from the Landlord to the Tenant are merged in or revoked by this Lease. The parties to this Lease and their counsel have read and reviewed this Lease and agree that any rule of construction (including but not limited to Civil Code Section 1654) to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Lease.

17.12 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

17.13 No Partnership. This Lease shall not be construed to constitute any form of partnership or joint venture between the Landlord and the Tenant. Except as set forth in the DDLA and the Ground Lease, the Landlord and the Tenant acknowledge that no business or financial relationship exists between them other than as landlord and tenant.

17.14 Article References. Each reference in this Lease to any of the Fundamental Lease Provisions contained in Article 1 shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between any Fundamental Lease Provision and the balance of the Lease, the balance shall control.

17.15 Enforced Delay. In addition to specific provisions of this Lease, performance by either party shall not be deemed to be in default where delays or defaults are due to war; acts of terrorism; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; freight embargoes; energy shortages or rationing; lack of transportation; or court order; or any other similar causes (other than lack of funds of the Tenant) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause shall be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days of receipt of the notice. In no event shall the cumulative delays exceed one hundred twenty (120) days unless otherwise agreed to in writing by the Parties. Times of performance under this Lease may also be extended by written agreement of the parties.

17.16 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Lease to be executed as of date written above.

TENANT:

REDEVELOPMENT AGENCY OF
THE CITY OF PITTSBURG,
a public body, corporate and politic

By: _____
Marc S. Grisham
Executive Director

LANDLORD:

GATEWAY MIXED USE DEVELOPMENT,
A CALIFORNIA LIMITED PARTNERSHIP

By: Affordable Housing CDC, Inc.,
a California nonprofit public benefit corporation,
its managing general partner

By: _____
Its: EXECUTIVE DIRECTOR

By: Domus Development, LLC,
a California limited liability company,
its co-general partner

By: MNJ Development, LLC,
a California limited liability company, Member

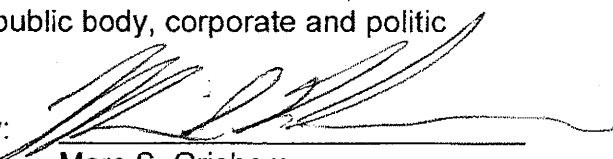
By: Newport Partners, LLC
a California limited liability company,
its sole member

By: _____
Monique Hastings, its member/manager

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Lease to be executed as of date written above.

TENANT:

REDEVELOPMENT AGENCY OF
THE CITY OF PITTSBURG,
a public body, corporate and politic

By: 

Marc S. Grisham
Executive Director

LANDLORD:

GATEWAY MIXED USE DEVELOPMENT,
A CALIFORNIA LIMITED PARTNERSHIP

By: Affordable Housing CDC, Inc.,
a California nonprofit public benefit corporation,
its managing general partner

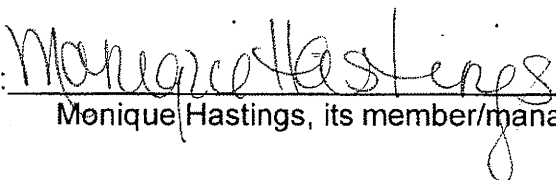
By: _____

Its: _____

By: Domus Development, LLC,
a California limited liability company,
its co-general partner

By: MNJ Development, LLC,
a California limited liability company, Member

By: Newport Partners, LLC
a California limited liability company,
its sole member

By: 

Monique Hastings, its member/manager

EXHIBIT A
(Legal Description)

All that certain real property situated in the City of Pittsburg, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Lot 8, in Block 77 as designated on the Map entitled, "OFFICIAL MAP OF THE CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA", which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California on March 23, 1914.

PARCEL TWO:

Lots 3, 4 and 5 in Block 77, as delineated on that certain Map entitled, "OFFICIAL MAP OF THE CITY OF PITTSBURG", Contra Costa County, California; filed March 23, 1914, in the Office of the County Recorder of the County of Contra Costa, State of California.

PARCEL THREE:

Lots 6 and 7, in Block 77, as shown on the Official Map of the City of Pittsburg, filed March 23, 1914.

Assessor's Parcel No.: 085-195-005, as to Parcel One
085-195-007, as to Parcel Two
085-195-006, as to Parcel Three

EXHIBIT B
(Estimated Calculation of Tenant's Share)

ESTIMATED COMMERCIAL CAM AND T & I CHARGES

Total CAM	\$ 43,394
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* Includes exterior CAM charges in percentage



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

DATE: 10/22/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption by Minute Order of a City Council Recess for Winter Months
MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

Historically, the City Council takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate the City's Winter Closure.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

By Minute Order, determine whether or not to have a Council winter recess, and if so, when. It is suggested that the Council respectfully consider January 7, 2019 as the recess date.

BACKGROUND

The City Council historically takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate the City's Winter Closure.

This recess, when taken, has typically been during either the period that would encompass the second meeting of December or the first meeting in January. In light of the fact that the first meeting of December is limited to the ceremony surrounding the City Council reorganization, and there is potential year-end business to conduct prior to December 31, the first meeting of January 2019 (January 7) would be a more opportune time for recess.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The second meeting of December is currently scheduled for December 17, 2018. Mayoral rotation takes place on December 10 and typically no other business is conducted at that meeting. The City's Winter Closure is scheduled for December 24 through December 31, 2018. The optimum date for recess is January 7, 2019. Business as usual will continue with the second meeting of January which is scheduled for Tuesday, January 22, 2019.

ATTACHMENTS: None.

Report Prepared By: Alice E. Evenson, City Clerk



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

DATE: 11/9/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing a Consultant Service Agreement with De Novo Planning Group for Preparation of the Pittsburg General Plan Update and Environmental Impact Report

MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

In 2001, the City of Pittsburg completed a comprehensive update of Pittsburg's General Plan, setting forth a policy framework to guide the city's long-term growth and development for the year 2020. With the General Plan's horizon year approaching, the City is initiating a new update of the document so that it can continue providing critical guidance through the year 2040. Staff recommends approval of a consultant service agreement with De Novo Planning Group to prepare the Pittsburg General Plan Update and Environmental Impact Report (EIR).

FISCAL IMPACT

If authorized by the City Council, the City Manager would execute a consultant service agreement with De Novo Planning Group in the amount of \$551,880. A total of \$263,000 is currently set aside for the General Plan Update and EIR (General Fund #130). Staff will request allocation of an additional \$100,000 as part of the City budget for FY 2019-20. The remaining consultant service agreement amount would be covered through General Plan fees to be collected with new development of the Montreux and Tuscany Meadows subdivisions.

RECOMMENDATION

City Council adopt the attached resolution authorizing a consultant service agreement with De Novo Planning Group for preparation of the Pittsburg General Plan Update and EIR.

BACKGROUND

On March 23, 2018, the City released a request for proposals from firms interested in preparing the Pittsburg General Plan Update and EIR. The City received proposals from De Novo Planning Group and Raimi + Associates. The City's Assistant City Manager, Planning Manager, City Engineer, Traffic Engineer, and Environmental Affairs Manager conducted consultant interviews on October 22, 2018. Based on the interviews, staff recommends approval of a \$551,880 consultant service agreement with De Novo Planning Group to prepare the General Plan Update and EIR.

De Novo Planning Group is a land use and environmental planning firm specializing in community planning and environmental studies. They have completed more than 300 projects including general plans, specific plans, and zoning ordinances for various jurisdictions throughout California. In 2014, De Novo completed the general plan update for the City of Brentwood. Their current work includes general plan updates for the Town of Yountville, City of Campbell, City of Milpitas, City of La Verne, Sonoma County.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The General Plan Update and EIR will take approximately two years to complete. Upon execution of the consultant service agreement, a joint City Council/Planning Commission meeting will be held to provide an overview of the General Plan process, including key steps and opportunities for public involvement.

It is important to note that this update is not envisioned as a wholesale rewrite, but rather a 'refresh' of the existing General Plan intended to accommodate projected growth, address current community issues and meet new statutory requirements.

The existing General Plan consists of twelve elements: Land Use; Growth Management; Urban Design; Downtown; Economic Development; Transportation; Open Space; Resource Conservation; Health and Safety; Public Facilities; Noise; and Housing. No additional elements would be prepared as part of the update; however, the City is looking to incorporate environmental justice, climate change, education, and community health and wellness policies throughout the General Plan.

The proposed scope of work and budget for the General Plan Update and EIR is included as Attachment 3.

ATTACHMENTS: 1. Proposed Resolution
2. Consultant Service Agreement
3. Scope of Work & Budget
4. Project Schedule

Report Prepared By: Hector J. Rojas, AICP, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Authorizing a Consultant	)	
Service Agreement with De Novo Planning	)	RESOLUTION NO. 18-
Group for Preparation of the Pittsburgh	)	
General Plan Update and Environmental	)	
Impact Report	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, state law requires each city and county to adopt a general plan “for the physical development of the county or city, and any land outside its boundaries which in the planning agency’s judgement bears relation to its planning (Gov. Code section 65300); and

WHEREAS, in 2001, the City of Pittsburgh completed a comprehensive update of Pittsburgh’s General Plan, setting forth a policy framework to guide the city’s long-term growth and development based on the community’s shared goals and aspirations for the year 2020; and

WHEREAS, the City is initiating a new update of the document so that it can continue providing critical guidance through the year 2040; and

WHEREAS, on March 23, 2018, the City released a request for proposals from qualified planning and environmental consulting firms interested in preparing the update and the corresponding environmental documentation needed to comply with the California Environmental Quality Act (CEQA); and

WHEREAS, the City received two proposals and conducted consultant interviews on October 22, 2018; and

WHEREAS, based on the interview panel’s scoring, City staff recommends the City Council approve a \$551,880 consultant service agreement with De Novo Planning Group to prepare the General Plan Update and Environmental Impact Report.

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

Section 1.

The consultant service agreement with De Novo Planning Group, as substantially presented in Exhibit A of this resolution, is hereby approved.

Section 2.

The City Manager is hereby authorized to execute the agreement with De Novo Planning Group on behalf of the City of Pittsburgh up to the limits specified in the agreement.

Section 3.

The Finance Director is hereby authorized to issue new purchase orders to De Novo Planning Group to implement the approved agreement.

Section 4.

The agreement shall be administered by the Planning Manager.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of November 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
DENOVO PLANNING GROUP FOR PREPARATION OF THE
GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT**
(design professionals)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and DeNovo Planning Group ("Consultant") (together referred to as the "Parties") as of November 19, 2018 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2021 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed five-hundredfifty-one thousand, eight hundred and eighty dollars (\$551,880), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

\$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. With the exception of professional liability insurance, no policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant in

performance of the services under this Agreement, except such Liability caused by the negligence or willful misconduct of City. In no event shall the cost to defend charged to consultant exceed Consultant's proportionate percentage of fault.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her

designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including

but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

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

Consultant :De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
ATTN: Beth Thompson, Principal

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Work
Exhibit B Budget

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

CONSULTANT

Joe Sbranti, City Manager

Beth Thompson, Principal

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
BUDGET

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

By: _____

Title: _____

2784982.1

Attachment 3 - SCOPE OF WORK & BUDGET

PHASE 1: PROJECT INITIATION AND MANAGEMENT

Task 1.1 Kick-off Meeting and Tour

Within one week of project commencement, the De Novo team will meet with City staff to kick-off the project and discuss the following:

- City preferences for point of contact, method of communication, meeting and workshop responsibilities, project updates, etc.;
- Finalize Work Plan, including scope of work, budget, and schedule, if necessary;
- Discuss community engagement approach, including Visioning Workshops, identification of stakeholders, format for community workshops, and online presence;
- Formation of the Technical Advisory Committee (TAC);
- Expectations for schedule, including key milestones and deliverables; and
- Data request for relevant background documents (adopted documents, reports, and studies).

In order for this effort to achieve input that reflects the various City departments, we recommend representatives from the City Manager, Development Services, Public Works, and Finance departments participate in the kick-off meeting. Following the meeting, the team will take a tour of the City with City staff to discuss key issues and opportunities.

Task 1.2 City Council/Planning Commission Kick-off

At the outset of the General Plan process, a joint City Council/Planning Commission meeting will be held to introduce the General Plan Update. We suggest engaging the City Council very early in the process to establish a strong working relationship and hear from each Council member and Commissioner what they hope will be achieved as a result of the General Plan Update. This kick-off session will serve as a “General Plan 101” with a brief overview of the General Plan process, including key steps and opportunities for public involvement. We will also provide an overview of the methods we will use in the Visioning Workshops to determine community priorities and preferences.

Task 1.3 Project Administration and Coordination

As described in this proposal, our strategy includes two dedicated project managers who will be hands-on for the development of the General Plan and EIR. Our management team will attend all of the workshops and meetings, and will also author the Existing Conditions Report, Visioning Report, Land Use Alternatives Report, General Plan, and EIR documents. Our internal administration procedures include: regular check-ins with subconsultant teams, internal weekly conference calls with the management team from De Novo and each subconsultant (as relevant to the timing of the task of each subconsultant), weekly updates to the task list, including internal deliverables necessary to meet our deliverables to the City, and establishment of a secure online file sharing site to assure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

We will closely coordinate with the City through each part of the process. Steps we take to assure timely performance include: regular project calls, monthly status reports, and a project task list that we update each month with the status of each task and deliverable, including subconsultant deliverables. This approach ensures open lines of

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communication, transparency in our work effort, and accountability. We will proactively identify any issues that may arise during the process and provide staff with potential approaches to address the issues. We are committed to completing this project on schedule and within budget and will take all appropriate steps to ensure that the project is managed effectively. The De Novo project managers will be available for regular meetings with City staff, either at City Hall or via conference call, to discuss the project and address the tasks that are currently underway.

Deliverables:

Kick-off Meeting Summaries

Final Work Plan

Monthly status reports

PHASE 2: COMMUNITY ENGAGEMENT

Task 2.1 Public Participation and Project Branding Plan

In this task, the De Novo team and the City will review in detail the proposed engagement work plan to ensure that it will to meet the needs of the City and community given any new information discovered during the proposal process. We have developed our approach to provide multiple venues for community involvement, to ensure that the City residents and stakeholders feel that they have had adequate opportunity to participate in the process. This task includes one in-person meeting with Staff to review the program and make any necessary revisions to the scope or schedule. Following our meeting, we will prepare a Public Participation Program to distribute to relevant parties.

This task also includes the development of a General Plan Update brand, including Pittsburg General Plan Update logo, color scheme, document template, and style guide. We will work with the City to ensure that the project brand is distinct while representative of the City's overall style and tone. The results of the branding exercise will be documented in a branding design sheet which will be shared with all team members so that our project products are aesthetically unified.

Task 2.2 Online Presence

Social Media

De Novo will develop content for the City to post on the City's website and social media platforms to increase public interest and participation. We understand that the City and its Police Department maintain Facebook pages, a Twitter account, and e-mailing lists. There are also many active Nextdoor neighborhoods in Pittsburg, and the City can post messages to these users through an official City-sponsored account. We can also work with the City to engage the community in the General Plan Update process through the City's OpenTownHall site (engagepittsburg.com).

Project Website

De Novo will create and maintain a General Plan Update website that will provide the City and the community with regular updates regarding the status of the General Plan, identify the schedule of upcoming meetings, serve as a library of General Plan documents (including staff reports, meeting agendas and minutes, technical reports, and public review drafts), and allow the public an opportunity to participate in polls and comment on the General Plan Update process.

Online Mapping, Surveys, and Polls

We will use online mapping tools, such as ESRI Story Map, to depict key issues and opportunities identified and highlight the land use alternatives. Community surveys and polls will be made available on the General Plan Update website to encourage public input throughout the process. The surveys can be distributed via the General Plan website

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and the City's social media presence, as well as hard copies provided at City Hall, and through use of survey tools at workshops and community events.

Quarterly Newsletters

The De Novo team will prepare regular digital newsletters at key project milestones that identify the status of the General Plan Update process, provide information regarding upcoming meetings, describe key issues that have been resolved and/or are being raised for discussion, and provide information on how to participate. Each newsletter will be posted on the website and be provided to the City in a format suitable for reproduction.

Task 2.3 Visioning Workshops

Three Visioning Workshops will be held to familiarize the community with the project and will focus on: 1) communicating the intent of the General Plan Update to the public and inviting public input, 2) identifying the overall vision and core values that will guide the General Plan Update, 3) identifying the community priorities, land use and design preferences of City residents and stakeholders, and 4) identify focus areas for growth, redevelopment, or potential land use changes.

The workshops will focus on: 1) communicating the intent of the project, 2) explaining the relationship between the Development Code and General Plan to the public, 3) inviting public input, and 4) identifying the residents and stakeholders' priorities and key issues to address. The workshops will include activities, questionnaires, and presentations designed to solicit input and feedback from the public and each workshop will include an activity focusing on neighborhood-specific issues.

Maps and exhibits are crucial to conceptualizing design, placemaking, and land use options. To this end, we will make extensive use of maps and exhibits to identify focus areas and general land use preferences throughout the City. The intent of these visioning workshops is to identify issues that the City needs to address, opportunities that the General Plan should pursue, specific land uses that the community wishes to attract or retain, enhancements desired by the community, and the vision for the City. Participants will be presented with handouts, maps/exhibits, and materials as needed to provide complete information and to facilitate meaningful participation. We will also provide maps showing land use constraints (manmade and natural hazards, areas prone to flooding, cultural and historic resources, etc.).

Task 2.4 Study Sessions and Briefings

City Council/Planning Commission Study Sessions

Throughout the process, it will be necessary to provide information and receive feedback from the Planning Commission and City Council on a number of topics, including the Visioning, Issues, and Opportunities Workbook, Land Use Alternatives Report, and draft Goals and Policies efforts. To discuss these topics, we recommend hosting joint study sessions; at these sessions, the Planning Commission and City Council would not make any formal decisions, rather, they would provide overall confirmation of the process and express any concerns or issues that should be addressed. Our budget and schedule anticipate six study sessions with the Planning Commission and/or City Council during the process. Our team's subconsultants can be available to attend study sessions and public hearings as needed; for the purposes of the budget, TJKM and New Economics have assumed they will each attend one study session.

Briefings

In addition to the intensive study sessions and public hearings, we will also present the project to key commissions and committees to receive their input; we anticipate two meetings with the Community Advisory Commission, one meeting with the Historic Resources Commission, and up to two additional meetings with committees or commissions

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at the City’s direction. These meetings will serve as project updates to each body and will provide an opportunity for each commission to provide input on the goals and policies of the General Plan in their area of expertise.

Task 2.5 Community Workshops and Pop-up Events

Following completion of the Land Use Alternatives Analysis (Task 4.1), the team will host the first two community workshops. These workshops will provide an overview of the Visioning process, existing conditions, results of community surveys, and the Land Use Alternatives Report. The public will have an opportunity to provide feedback regarding the work conducted to-date, specifically the land use alternatives. Their feedback on the alternatives will be summarized and presented to City staff, Planning Commission, and City Council as these groups help to shape the preferred land use plan.

We propose that one community workshop be held during the development of goals and policies to get community feedback on the approach to important topics, such as community character, sustainability, economic development, and transportation. The community workshop will provide the public with an overview of the Draft General Plan document, highlight the “big ideas” of the General Plan, answer any questions the public may have, and take notes on the public’s feedback in order to share it with Planning Commission and Council as they consider the project’s approval.

Engaging the community outside of the traditional community workshop format is an important method of receiving feedback from community members that may otherwise not participate in the General Plan Update process. We will attend three community events, using a ‘pop-up’ approach to survey the community and solicit feedback.

Task 2.6 Stakeholder Coordination

The De Novo team will periodically consult and meet with stakeholders and technical agencies throughout the General Plan process. We will refine the list of stakeholders and agencies following the project kick-off meeting with City staff, but we anticipate meeting with the following groups, at a minimum: the Chamber of Commerce, Pittsburg Historical Society, Rotary Club, senior services providers, business and downtown associations, and the school districts. We will also coordinate with representatives from Contra Costa County Transportation Authority, Delta Diablo District, Caltrans, California Department of Fish and Wildlife, and utility providers, as necessary. We anticipate that City staff will notify Native American tribes of the opportunity to consult pursuant to SB 18 and AB 52; De Novo will participate in any requested consultation.

Deliverables:

Public Participation and Project Branding Plan (digital version)

Project Website

Town Hall, Visioning Workshop, Community Workshop, and Pop-up Event materials

City Council/Planning Commission meeting materials (digital version of meeting packets)

Community surveys and StoryMap

Social media content (digital version)

Newsletters (digital version)

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PHASE 3: EXISTING CONDITIONS & VISION

Task 3.1 Due Diligence and Base Mapping

The project team is familiar with key issues and opportunities facing the City and is ready to hit the ground running upon project kick-off. This task is focused on collecting any new documents not currently within the project team's library and undertaking due diligence to prepare the entire project team to complete the project successfully.

We will also prepare a parcel-level Planning Area base map in ArcGIS which will be used by all team members for all graphics for the duration of the project. The De Novo team will work with the City's GIS staff to establish a starting point for existing conditions and will make any necessary changes to the data set(s) to reflect the latest information, and use this data as the foundation for the project's parcel-level GIS map.

Task 3.2 Existing Conditions Report

To prepare a meaningful General Plan, existing conditions and regulations must be well-understood and clearly documented. As the first major project deliverable, the Existing Conditions Report will be a valuable resource for the City Council, Planning Commission, City staff, the community, and the De Novo team to refer to as the General Plan goals and policies are developed and the Environmental Impact Report is prepared. The De Novo team has found that preparing a comprehensive Existing Conditions Report early-on in the process provides the entire team clarity on issues facing the City, and fosters a deeper level of understanding of key topics that must be addressed from multiple angles throughout the project.

While there will be a significant amount of narrative discussion included in the Existing Conditions Report, we will also make extensive use of maps, graphics, and user-friendly non-technical terms to help make it accessible to the general public. Changes in State law, such as SB 1000 (disadvantaged communities/ environmental justice), AB 32, SB 375, SB 197, SB 32, SB 379, EO B-S-3-05 (climate change adaptation), AB 1358 (Complete Streets Act), SB 743 (CEQA/VMT), SB 5 and AB 162 (flood risks), and SB 18 and AB 52 (Native American consultation and resources), that affect the General Plan will be highlighted in the appropriate sections of the report. While the final format and content will be developed in collaboration with City staff, the De Novo team expects the Report to consider the following issue areas and topics: Land Use and Growth; Circulation; Environmental Justice; Community Services and Facilities; Hazards, Safety, and Noise; Climate Change; and Conservation.

The existing conditions report will address the following issue areas and topics:

Land Use and Growth

This section will address existing land uses; current land use designations; zoning; vacant and underutilized parcels; boundaries; sphere of influence area; planning area; recent development trends and applications; relevant land use plans and policies, including any relevant growth management measures (Growth Management Element, Urban Limit Line, Measure J); adjacent land uses; and land use constraints. Identify focus areas, including the Downtown and waterfront, and summarize primary land uses and planning documents that specifically address the focus area. Demographic and social characteristics, including population, employment, and housing trends will be described.

Circulation

This section will address the existing transportation and circulation system; existing levels of multi-modal access and connectivity incorporating existing information; daily traffic volumes and capacities will be described for key corridor segments; maps of existing street network classifications, bicycle routes, transit routes, and identified gaps in the pedestrian circulation network; travel mode splits and origin/destination patterns based on available data; transit service (BART and Tri Delta Transit); parking standards and potential parking needs; map existing collision patterns to specify "hot spots" for bicycle, pedestrian and vehicle collisions; planned mobility element, including Active

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Transportation Plan update improvements; and will summarize key barriers and opportunities associated with mobility, multi-modal circulation, and access.

Environmental Justice

This section will address disadvantaged communities; health and wellness; public health indicators; active lifestyle opportunities; neighborhood enhancement (vulnerable populations, asthma, obesity, diabetes, and chronic disease); healthy lifestyle determinants (local foods, healthy shopping options, number of fast food restaurants and off-site liquor retailers, medical and mental health services); and crime indicators.

Community Services and Facilities

This section will address utility services (capacity and condition, water supply and sources, planned infrastructure additions or changes, status of plans, federal, state and local regulations); public safety services (fire and law enforcement, known provision constraints); and community facilities (city-owned buildings, school districts, higher education, library facilities).

Hazards, Safety and Noise

This section will address natural and man-made hazards and public safety issues; fire risks; weather; hazardous materials; aircraft hazards; emergency response and evacuation routes; noise and vibration including noise monitoring survey results, noise exposure contours; ground vibration thresholds and existing vibration environment; and regulatory framework including local noise ordinance.

Climate Change

This section will include a climate change vulnerability assessment, using the Cal-Adapt web-based tool and other resources. This section will identify primary greenhouse gas (GHG) emissions sources and describe potential impacts associated with climate change, including sea-level rise, extreme heat, changes in precipitation and drought, increased risk of wildfire and flooding, and other impacts.

Conservation

This section will address cultural resources including historic places and structures; biological resources and habitat; air quality; geology, soils, and seismicity; mineral and energy resources; hydrology (including groundwater) and water quality; and aesthetics and visual resources including scenic vistas.

The Administrative Draft Existing Conditions Report will be reviewed by City staff and the TAC. De Novo will address comments and prepare a final Existing Conditions Report.

Task 3.3 Economic Trends Report

In this task, New Economics will conduct real estate research to establish a basis for the land use mixtures that will be further analyzed in the Land Use Alternatives Report and will assess the City's position in regard to economic constraints and opportunities. This assessment will consider broad, regional socioeconomic market trends as well as local information. A retail leakage report, based on ESRI data, will identify key retail markets where the City's supply exceeds local demand and retail markets where the City's supply does not meet the demand (leakage); this information will be provided in conjunction with sales tax data published by the Board of Equalization. The report will include an overview of current market indicators (inventory, occupancy, net absorption over the last year, and rental rates) for the office, retail, and industrial/flex markets; this data will be provided for the City of Pittsburgh, the downtown Pittsburgh area, up to two other sub-areas of Pittsburgh, and up to three neighboring areas. New Economics will reach out to up to 10 stakeholders to identify perceptions and concerns associated with economic development and will prepare a summary of findings. This effort will address the City's current supply of employment-generating

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and residential land and will include recommendations and strategies to achieve the best fit of high-quality employment-generating uses and desired types of residential development.

Deliverables:

Administrative Draft and Screencheck Draft Existing Conditions Report (digital)

Public Existing Conditions Report (25 hard copies, digital)

Administrative Draft and Screencheck Draft Market Report (digital)

Public Market Report (25 hard copies, digital)

PHASE 4: VISION AND OPPORTUNITIES

Task 4.1 Vision and Opportunities Report

The public engagement and visioning process, which will occur in Tasks 1.2, 2.2, and 2.3, will result in a comprehensive Vision and Opportunities document which will serve as the foundation for the goals, policies, and actions identified in the General Plan (Phase 5) and will guide the development of land use alternatives (Task 4.2). In the Vision Plan, the team will summarize the public engagement program, input received, and outreach outcomes. It will also identify the community's vision and guiding principles for the future as well as specific issue areas that must be carefully addressed in the General Plan and/or Environmental Impact Report. The Vision Plan will emphasize articulating the community's balance of quality-of-life, economic development, and fiscal sustainability.

The Plan will clearly summarize the key issues, opportunities and challenges facing the City as it undertakes its General Plan Update. The Plan will identify opportunities and challenges facing the City and will consider strategies related to optimizing the mix of land uses (housing, employment-generating uses, and community facilities and services); ensuring existing neighborhoods are maintained and prosper; land use, density, physical form and character, including the Urban Growth Boundary and community separators; public spaces; mobility; relationship to natural features, and connectivity to the surrounding areas; economic vitality and balance, including identification of the City's primary economic strengths, weaknesses, opportunities, and threats; fiscal sustainability; active transportation improvements, quality of life standards, environmental constraints, and services and infrastructure capacity or condition constraints. The Report will identify land use designations that may be appropriate to address future growth, potential future growth areas and/or areas for redevelopment, as well as areas that should be preserved and protected.

The Vision Plan will be designed using a magazine format and will be prepared so that it can be presented as a stand-alone document to key stakeholders, decision-makers, and the public to help educate them on the major topics that must be addressed in the General Plan Update.

Task 4.2 Land Use and Capacity Report

De Novo will work with City staff to develop three land use alternative maps, based on input from the community and decision-makers. These maps will conceptualize the community's general land use preferences regarding general land use characteristics, areas for change/growth, open space, recreation, and circulation improvements. The report will focus on opportunity areas for growth and change. One land use alternative will be the No Project (Current General Plan/Existing Trends) Alternative. The land use alternatives will provide for a range of land use concepts for key growth areas, such as infill and opportunity sites (including undeveloped and underutilized lands within and surrounding the Downtown, central residential area, waterfront, and aging industrial areas), transit-focused and commercial areas where reinvestment or reuse may be warranted, and future annexation areas. The land use alternatives will identify a range of growth scenarios for each focus area, as well as the overall community.

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The alternatives will provide the City an opportunity to examine the land use mixes in focus areas as well as adopted specific and master plan areas to determine whether the land use mixes continue to be appropriate or if change should be considered, particularly in areas where growth has not occurred or the Plan vision is not being fulfilled. The land use alternative maps will depict general plan land use designations by residential density and intensity, non-residential land uses, land use concepts for the City, circulation and mobility options and approaches, parks, open spaces and recreation areas, resource protection areas, community facilities (particularly on the west side), and similar uses. If new land use designations are recommended, they may be reflected on one or more of the alternatives. Key characteristics of each alternative will be described in this section.

The growth potential for each alternative will be projected, taking into account past development patterns and growth rates, land use capacity, and jobs-housing balance. Projections will be presented as a statistical summary listing dwellings by density, estimated residential population, amount of non-residential use by category (commercial, industrial, office), and estimated numbers of jobs, new schools, parks, community facilities, and similar information.

The alternatives will be evaluated with respect to each alternative's consistency with the vision expressed by the community and other specific factors and constraints, including:

Land Use

An overview and comparison of each alternative will be provided that demonstrates key differences between each alternative in respect to residential growth, commercial/industrial development, open space, parks, community facilities, and other land uses. Potential land use conflicts, including residential/industrial interfaces, will be identified. This process will include a discussion of how each land use pattern implements the Vision and meets City objectives identified through the community outreach effort.

Objectives could include a balanced mix of housing to accommodate families, employees, and seniors, revitalization of the waterfront area, promotion of vacation and tourism, elevating and supporting existing neighborhoods, and promoting the Downtown.

Residential, Retail, and Employment Growth

The report will evaluate whether the City can accommodate growth projected by the adopted General Plan, as well as current and forecasted (20-year) regional housing needs allocations, under each alternative scenarios. Options to increase development capacities or for redevelopment of sites will be identified, where appropriate or necessary, to accommodate the City's projected growth.

Circulation

TJKM will prepare a qualitative transportation comparison of the three citywide alternatives. The analysis will help determine the overall capacity of the transportation system and the relative ability of each alternative to satisfy the City's mobility goals. An analysis that evaluates meaningful differences between three land use alternatives associated with each alternative, in terms of achieving complete streets goals, supporting desired land use changes, and minimizing vehicle miles traveled, will be provided. The comparison of alternatives will include an order-of-magnitude comparison vehicle trips and VMT associated with each alternative, incorporating anticipated future-year traffic characteristics. TJKM will also review initial design and land use concepts to identify key connections in the community as well as key conflicts areas that need greater attention to improve mobility and circulation.

Economic & Fiscal

New Economics will conduct a comparative analysis of the alternatives from a fiscal and economic development standpoint. New Economics will first review the City's current approved fiscal year General Fund budget to identify up to three the major fiscal municipal revenues and three major expenses that would most likely be impacted by growth. New Economics will then evaluate these impacts for the existing General Plan and the three Alternatives

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under consideration. New Economics will also assess economic development implications by studying the potential quantity and character of job growth under the existing General Plan and three alternatives. This assessment will consider up to three factors, selected in conjunction with the City and/or Consultant Team. Example factors include the relative potential to: diversify the City's jobs base; accommodate desirable types of non-residential development (such as local-serving retail); lessen existing workers' commutes; attract higher-wage jobs.

Infrastructure

The land use alternatives will be evaluated for infrastructure demand and capacity implications for water, sewer, and storm drainage. A planning-level comparison will be prepared that will identify major infrastructure demand differences between the alternatives. The analysis will focus on areas of significant land use change or growth associated with each alternative.

Community Facilities

Each alternative will be evaluated for its potential to accommodate community facilities, such as medical/hospital uses, schools, and parks. A brief analysis of demand for community facilities associated with each alternative will be provided.

Safety & Environment

The alternatives will be comparatively evaluated for potential adverse effects associated with safety issues (flooding, unstable soils, hazardous materials, etc.) and environmental constraints (aesthetics, mineral/energy resources, stormwater runoff and water quality, noise, air quality, greenhouse gas emissions).

City Vision

Each land use alternative will be analyzed in terms of achieving the overall vision and addressing opportunities for the City expressed during the Visioning Workshop and community outreach efforts.

Preferred Alternative

The team will present the Land Use and Capacity Report to the public, Planning Commission, and City Council, as part of meetings scheduled in Phase 2, for consideration and feedback. Based on the information and direction received, the team will prepare a preferred land use plan and conduct the necessary analysis to develop a detailed project description, including development projections, for use in the Public Review Draft General Plan and Draft EIR. The De Novo team expects the Preferred Plan to reflect components of more than one alternative; in other words, it is not likely that an alternative will be "perfect" and selected as the Preferred Plan.

It is important that we receive clear City Council confirmation on the preferred land use plan in order to proceed with the required environmental analysis. For this reason, we will schedule a study session with the City Council and Planning Commission to occur after public input has been provided, via a community workshop and an on-line survey, on the alternatives evaluated in the Land Use and Capacity Report.

Deliverables:

Administrative Draft and Screencheck Draft Vision and Opportunities Report (digital)

Public Vision and Opportunities Report (25 hard copies, digital)

Administrative Draft and Screencheck Draft Land Use and Capacity Report (digital)

Public Land Use and Capacity Report (25 hard copies, digital)

PHASE 5: GENERAL PLAN

The De Novo team is committed to providing the City a General Plan of the highest quality and will actively engage the community to develop a vision for the General Plan, prepare a policy document that reflects the desires of the

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City, and create implementation actions that are consistent with the City’s vision for the future. De Novo’s team of principal-level staff are experts in preparing General Plans and will ensure that this update complies with all legislative requirements and addresses planning best practices.

The General Plan Update will focus on addressing changes to state law and adjusting the General Plan as necessary to realize the current vision of the City’s residents, stakeholders, and decision-makers. De Novo will actively engage City residents and stakeholders to provide input regarding the issues to address in the update. Our approach includes extensive community involvement to develop a Vision and Opportunities Plan and Land Use and Capacity Report, then continues the community involvement through a series of community workshops, open houses, and decision-maker meetings to identify a preferred land use alternative and develop specific goals and policies associated with each topic area of the General Plan.

In order to streamline the process and create a clear, concise General Plan, we propose to maintain the Existing Conditions Report as a separate document that identifies background conditions, allowing the General Plan document to have a minimum amount of background text. This approach is already employed with the current General Plan. The document will have a streamlined goal and policy structure that is easy for the reader (whether it be Staff, elected and appointed officials, or the public) to understand the key ideas and policy direction easily. Where applicable, goals, policies, and actions will be cross-referenced between sections to reduce overlap and redundancy. The intent of this approach is to provide a General Plan that provides long-term consistency in policy interpretation and is easy to use. The General Plan will be a concise, technically accurate, and user-friendly document that reflects the values and priorities of Pittsburgh. The General Plan will include substantial use of graphics and visual depictions of information, including photographs, tables, matrices, drawings, maps, and other graphics to ensure that the document is easy to understand.

Task 5.1 General Plan Audit

Working closely with City staff, De Novo will conduct an audit of the existing General Plan strengths and weaknesses, the efficiency and effectiveness of its policies and implementation programs, the progress on implementing the General Plan’s programs, and major policy/issue priorities. De Novo will prepare a General Plan Audit that identifies what is working in the General Plan and where changes or revisions are necessary. The General Plan Audit will summarize the City’s progress in implementing the General Plan, whether goals and objectives have been achieved, and whether specific goals, policies, and implementation measures should be kept, modified, removed, or replaced.

A meeting with the TAC will be held to review the General Plan Audit, ensure that all significant issues are identified, and confirm the recommendations regarding whether specific goals, policies, and implementation measures should be kept, modified, removed, or replaced.

Task 5.2 Technical Advisory Committee

Based on our experience, we believe that a successful General Plan in Pittsburgh will include technical input from City staff and, where appropriate, outside agencies. The City’s TAC, formed as part of Phase 1, will provide focused input on key issues for the General Plan Update to address. Our initial work plan anticipates that the TAC meetings could generally be organized as follows:

TAC Meeting 1: Introductory Meeting and Primary Issues/Opportunities. This meeting will introduce the General Plan Update process and encourage each TAC member to identify issues and opportunities for the General Plan Update and land use alternatives to address. This meeting will be used to inform the development of the land use alternatives and to identify strengths and weaknesses of the existing General Plan.

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TAC Meetings 2 through 5: General Plan Audit/Goal, Policy, and Implementation Development. De Novo will facilitate a series of General Plan Audit meetings with the TAC to evaluate the existing General Plan and identify areas where revisions are needed. Prior to each meeting, the TAC will be provided with an administrative draft of the General Plan Audit document that addresses the specific topics that will be discussed at the meeting and provides recommendations regarding changes to goals, policies, and implementation programs to address the community's vision and changes in State law. We anticipate focusing goals, policies, and implementation programs associated with specific topics, based on the existing General Plan Elements, as follows:

- Land Use (include review of preliminary draft Land Use Map alternatives) and Urban Design
- Growth Management, Transportation, Public Facilities, and Open Space, Youth and Recreation
- Economic Development and Downtown
- Resource Conservation, Health and Safety, and Noise

TAC Meeting 6: Administrative Draft Land Use and Capacity Report. The TAC will review the Administrative Draft Land Use and Capacity Report and provide recommendations regarding the analysis, as well as recommendations of preferred components of each alternative for the Planning Commission and City Council to consider.

TAC Meeting 7: Administrative Draft General Plan. Following input from the community, decision-makers, and TAC on the General Plan Audit and Land Use and Capacity Report, De Novo will prepare the Administrative Draft General Plan (Task 5.3). The Administrative Draft General Plan will be provided for TAC review and comment. The TAC's comments will be addressed and incorporated into the Public Review Draft General Plan.

In addition to reviewing the Administrative Draft Land Use and Capacity Report, Administrative Draft General Plan Audit, and Administrative Draft General Plan at regularly scheduled meetings, the TAC will also be requested to review and comment on the Existing Conditions Report. The Existing Conditions Report will be used for Meetings 2 through 5, but the meetings will focus on reviewing and developing General Plan goals, policies, and implementation measures.

Task 5.3 Administrative Draft General Plan

De Novo realizes that the General Plan document must be organized in the manner most useful to the City. We will support any preferences the City has in terms of consolidating elements around key community topics, or developing additional stand-alone elements. This proposal includes preliminary recommendations regarding the organization of all General Plan topics into relevant elements. However, please note that we are more than happy to change the document's organization to meet the City's preferences.

The De Novo Team will develop updated goals, policies, and actions to fulfill the Vision, address opportunities and challenges, and be compatible with the preferred Land Use Plan. The Administrative Draft General Plan will be developed in two phases. In the first phase, the goals, policies, and actions (Policy Sets) will be prepared as part of the General Plan Audit document that address the topics identified for each of the General Plan Elements described below. The current General Plan will be thoroughly reviewed to determine components that should be carried forward and to identify areas where new goals and policies are needed to address the community's desires as well as changes to state law since the previous update. In preparing the Policy Sets for the General Plan Update, the De Novo team will review each element to ensure that all goals, policies, and actions:

- Support the community's vision and values;
- Address requirements of state law;

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- Avoid or mitigate potential environmental impacts, or are balanced by social, economic, legal, or other relevant considerations;
- Are grounded in recent and sound community planning and conservation trends; and
- Are internally consistent.

As part of the development of each Policy Set, we will strategize with City staff and our team through the TAC meetings to identify a broad set of possible approaches, particularly in regards to land use, circulation, and economic development. In consultation with City staff, potential strategies will be revised and/or refined and organized around the main goals of the City.

We have outlined the high-level topics we expect will be included based on our understanding of the project and special issues facing the Pittsburgh. These topics are described briefly below.

Following City review of the initial Policy Sets, De Novo will provide a comprehensive Administrative Draft General Plan for City review. We anticipate meeting with City staff to review comments on the Policy Sets and reach agreement on how to address potentially conflicting comments. We will incorporate the City's comments on the Administrative Draft General Plan Update to create a Public Hearing Draft General Plan.

De Novo anticipates maintaining the City's organization of the General Plan, while conducting an extensive update that focuses on addressing issues of community concern, changes in conditions, and requirements of State law. As part of the comprehensive review and update of each General Plan Element, the following issues will be highlighted and addressed:

Land Use and Urban Design

The Land Use and Urban Design Elements will be reviewed to ensure that the descriptions of land use designations and policy guidance to address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks continue to be appropriate to achieve the City's vision. De Novo will develop a recommended list of goals and policies to address the land use and urban design issues raised in the Existing Conditions Report, the Vision and Opportunities Report, the Land Use and Capacity Report, and through community input. The Land Use and Urban Design Elements will capitalize on the community's assets and potential with "placemaking" ideas that ultimately create good public spaces that promote people's health, happiness, and well-being. We anticipate revisions to address following topics:

- Land use types, mix, balance, and location,
- Strategic growth areas/areas of change, including potential for reuse and modernization of the City's existing retail, dining, recreation, and entertainment opportunities
- Neighborhood and community enhancement, including addressing underserved areas, such as the Southwest Hills, in need of neighborhood-serving commercial uses and other community amenities
- Major destinations in the City and opportunities for placemaking
- Streetscape and façade improvements
- Scenic vistas

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Growth, Capacity, and Affordable Housing

As part of the Land Use and Capacity Report, we will review the City's ability to accommodate projected residential and employment growth. We will review the City's available housing sites and identify the potential for each site to provide housing affordable to lower income groups, workforce housing, and market-rate housing that is affordable to the middle-income range of Pittsburgh residents. We understand that rising home prices and rents result in pricing out members of the community with fixed incomes and jobs paying in the low- and mid-ranges and will identify methods and policy approaches to encourage affordable and workforce housing. We anticipate addressing these issues through the Land Use, Growth Management, Economic Development, and Housing Elements.

Downtown and the Waterfront

The City has a detailed and robust Downtown Element. The Downtown and Land Use Elements will be reviewed to determine where planned uses continue to be appropriate and where development trends or economic conditions warrant changes to the land use mix and policy direction for the Downtown. As industrial uses near Downtown continue to transition and change, there is an opportunity to further expand and revitalize the City's downtown and the community- and visitor-oriented section of the waterfront and harbor. We will review uses along the waterfront, focusing on transitions from the Downtown area, to identify potential sites for reuse for retail and dining that would service neighborhoods and visitors, the potential for office/industrial uses that would provide high-quality jobs, and potential housing sites, focusing on opportunities to provide mixed income, workforce, and other community-oriented housing.

Transportation

New topics related to circulation and mobility and their role in Pittsburgh have emerged over the past 20 years, including multi-modal network connectivity, active transportation, and regional transit planning. The General Plan policies also need to be flexible enough to accommodate anticipated changes transportation technology and trends. For instance, operations of Transportation Network Companies (TNCs), such as Lyft and Uber, have already shifted the usage of curb parking spaces, requiring additional passenger pick-up and drop-off zones, and have included the mobility options for transit-dependent populations, "smart" parking systems provide users with better information and can create extended hour options, and the future adoption of connected/autonomous vehicles may affect the parking demand for various uses, and thus may allow for changes to the City's parking requirements and the need for public parking facilities.

Transportation goals, policies and programs in the existing General Plan will be reviewed in detail. Additionally, related policy documents such as the Contra Costa Countywide Bicycle Plan and regional long-range transportation and transit plans, will be reviewed. New goals and policies will be recommended to address any issues that have surfaced since the last General Plan update, including the use of vehicle miles travelled (VMT) versus traditional levels of service (LOS) in evaluating transportation impacts, encouraging active bicycle and pedestrian modes of transit, and emphasizing multi-modal circulation. Issues that will be explored as regards the need for additional policies or changes to existing policies include modifications to emphasize 'complete street' issues, neighborhood livability, trip reduction, autonomous vehicles, rail transportation, truck routes, transit-oriented development, traffic calming, and Downtown circulation and parking. Specific attention will be paid to coordinating the policies so that they are issue-driven, and correspond with associated policies in other elements of the document. Attention will be paid to establishing a foundation for developing funding mechanisms and identifying grant-eligible projects for expedited implementation.

Street Classifications: Like many cities, Pittsburgh's current roadway classification definitions focus primarily on the "function" of each street primarily for purposes of carrying motor vehicle traffic (while multi-modal components are lacking or limited). The Circulation Element provides an opportunity to refine its current street classifications (i.e., Major Arterial, Minor Arterial, Collector and Local streets) to more directly incorporate multi-modal components, and

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provide a range of “subtypes” and mode priorities that would provide a more context-sensitive range of street classification options.

Community Health and Wellness

The concepts of community health and wellness will be interwoven throughout most elements of the General Plan. The primary goals of the Community Health and Wellness component will be derived through our community outreach and visioning efforts. Based on our experience with these issues, and a review of best practices being implemented in other jurisdictions, it is anticipated that this element will address the following topics:

- Access to parks and recreational facilities
- Availability of and access to healthy and local foods
- Access to medical services
- Access to active transportation and public transit
- Access to a range of high-quality and affordable housing
- Access to economic opportunities
- Walkable neighborhoods with access to services
- Safe neighborhoods and public spaces
- Crime prevention through environmental design

Climate Change

Climate change, including adaption and resiliency measures, and providing methods to reduce the City’s carbon footprint will be addressed primarily in the Resource Conservation Element. We will review the City’s General Plan and current practices to identify policies and measures that can be strengthened to further reduce greenhouse gas emissions as well as identifying new programs the City can implement to address sustainability and climate change. Opportunities for the City to proactively reduce greenhouse gas emissions include infrastructure to encourage active transportation modes and increase transit connections and services, requirements for development projects to be walkable and well-connected to destinations in the community, ensuring efficient use of water and energy, reducing solid waste disposal, and addressing the types of landscaping and vegetation, and measures that the City as an agency can implement to reduce GHG emissions associated with its operations. As part of the TAC meetings, we will identify steps that the City can take and prioritize the methods that best fit the needs of the City.

Environmental Justice

Environmental justice will be addressed throughout the General Plan document. With a significant area of the City designated as a disadvantaged community, SB 1000 requires the City’s General Plan to address issues related to environmental justice. Recent changes to State law require General Plans to address environmental justice related to disadvantaged communities. The Land Use Map will be reviewed to determine equitable distribution of new public services and facilities and to identify issues where residential, school, and other sensitive uses are located in proximity to high pollutant emitters. All elements of the General Plan will be reviewed to identify methods to promote more livable communities, including access to public facilities, healthy foods, safe and sanitary housing, and opportunities for physical activity.

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Task 5.4 Public Review Draft General Plan

Following the City's comments on the Administrative Draft General Plan, De Novo will prepare the Draft General Plan for public review/comment and use during the City's review and approval process. The Public Review Draft General Plan will be prepared in printed and electronic form. The Public Review Draft General Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City's website. De Novo will be available to present the Draft General Plan and Draft Environmental Impact Report in a public workshop and/or Planning Commission and City Council meetings to provide the decision-makers and community with information regarding the intent and structure of the draft documents and to receive comments on the draft documents.

Task 5.5 Final General Plan

We anticipate that a series of public hearings will be held by the Planning Commission and City Council to consider adoption of the General Plan. As changes are requested by these decision-making bodies, we will prepare modified General Plan text that will be provided as attachments to the staff report for Council's consideration. Based on Council's direction at the adoption of the General Plan, De Novo will edit the General Plan to be consistent with any revisions approved by the City Council and will prepare the final version of the General Plan.

Deliverables:

Administrative Draft General Plan Audit (digital, prepared for each element for TAC review)

Screencheck Draft General Plan Audit (digital)

Public General Plan Audit (digital)

Administrative Draft General Plan (8 hard copies)

Screencheck Draft General Plan (digital)

Public Review Draft General Plan (25 hard copies, digital)

Final General Plan (40 hard copies, digital)

PHASE 6: ENVIRONMENTAL CLEARANCE

The work plan described below will result in the preparation of a Program-level EIR. The EIR will address all potential environmental impacts associated with implementation of the General Plan Update, as well as any subsequent changes to the City's Municipal Code to implement the General Plan. The Program-EIR will serve as a "tiering document" to facilitate streamlined environmental review of all subsequent development, planning, and infrastructure projects undertaken in the City, which are consistent with the General Plan. The Program EIR will include the analysis necessary to address CEQA Guidelines Section 15064.4 (greenhouse gas emissions significance) and will serve as a tiering document to streamline analysis of greenhouse gases for subsequent projects as provided by CEQA Guidelines Section 15183.5.

Task 6.1 EIR Kick-Off and Notice of Preparation/Initial Study

This task includes kicking off the EIR and preparing the Notice of Preparation.

EIR Initiation

De Novo will meet with the City staff team to initiate the EIR portion of the work plan. The purpose of the meeting will be to identify concerns and issues that have arisen since the first start-up meeting, review information needs, and discuss scheduling and expectations for the environmental setting and environmental review process. De Novo will coordinate with City staff for the preparation of a base map that will be used during meetings and presentations, and

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will also be used to provide base information for figures and exhibits used in the EIR. De Novo's GIS staff will be able to revise and amend the base map to address City staff comments.

Project Description

This section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will provide a detailed description of the General Plan Update appropriate for the programmatic analysis of environmental impacts. This section will describe project components (e.g., land use map, policies/actions, circulation diagram, phasing of the General Plan Update, and planned roadway and infrastructure improvements), expected rate/extent of development under the General Plan Update including any phasing, utility and public service expansion (e.g., water, wastewater, solid waste, fire, law enforcement), and clear identification of what would be defined as a "subsequent project" under the General Plan Update. The City's objectives for the project will be described. In addition, graphics illustrating the proposed project and a description of anticipated actions associated with the project will be provided. The Project Description will support the anticipated development intensity and land uses envisioned for the General Plan, and will provide flexibility in regards to the evaluation of subsequent projects. The Project Description will be provided to City staff for review and acceptance prior to impact analysis.

Significance Criteria

A draft set of significance criteria will be prepared for review by staff. The significance criteria will include proposed criteria for each topical issue to be addressed in the EIR and will be based on Appendix G of the CEQA Guidelines as well as plans, regulations, and ordinances adopted by the City and, to the extent applicable, by state and regional agencies, such as the BAAQMD, CDFW, and Caltrans. Early agreement regarding significance criteria will help to focus the setting information and the impact analyses provided in the EIR.

Notice of Preparation/ Scoping Meeting

De Novo will prepare the Notice of Preparation (NOP) in accordance with the requirements of CEQA in order to define the scope of the environmental analysis. An administrative draft of the NOP will be prepared for City review, and based on comments received, De Novo will prepare the final NOP and initial study for public distribution. De Novo will submit 15 copies to the State Clearinghouse on behalf of the City.

The project will require a public scoping meeting, and De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the General Plan Update project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised. In addition, De Novo (in coordination with the City) will seek one-on-one meetings with key local, regional, and state agencies.

Deliverables:

Administrative Draft Notice of Preparation/Initial Study (5 copies), Final Notice of Preparation/Initial Study (5 copies), facilitation of one scoping meeting and summary notes, coordination with local, regional and state agencies as necessary

Task 6.2 Draft Environmental Impact Report

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Draft EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan. The Draft EIR will consist of the chapters described below.

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Executive Summary

This section will summarize the characteristics of the General Plan Update, describe areas of controversy, and provide a concise summary matrix of the project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123. The matrix will also identify proposed General Plan Update policies and actions that provide mitigation of identified environmental impacts. Alternatives to the proposed project will be summarized and the environmentally superior alternative will be identified.

Chapter 1: Introduction

This Section of the Draft EIR will provide an introduction and overview describing the intended use of the EIR and the review and certification process. This section will describe the purpose of the EIR, identify CEQA Guidelines and Public Resource Code requirements for a Program EIR, and describe how the Program EIR can be used to streamline environmental review of subsequent projects. A flowchart will be included that shows the process for subsequent environmental documents, identifying when it would be appropriate to prepare a Mitigated Negative Declaration versus a Focused or Project-level EIR.

Chapter 2: Project Description

This Section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will be based on the Project Description prepared under Task 6.1, described above.

Chapter 3: Environmental Setting, Impacts and Mitigation Measures

This chapter will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the General Plan Update. This chapter will include an introductory section providing details on the "baseline conditions" assumptions for the analysis, land use forecasts for residential and non-residential uses, level of detail of programmatic analysis, consideration of key components of the General Plan Update (e.g., location of future growth, continued highest and best use of resources, conservation of natural resources, circulation system modifications, risks associated with seismic and soil contamination hazards), and definition of the cumulative setting (e.g., geographic extent) and impact analysis. This section will also describe how direct and indirect environmental impacts are addressed associated with implementation of the General Plan Update and the multiple actions that may occur associated with its implementation (e.g., adoption of infrastructure master plans, update of CIPs, revisions to the Zoning Code, annexation requests, public service improvements).

Population, housing units, and non-residential uses, including employment, will be projected for the City under buildout conditions. The Draft EIR will analyze impacts associated with buildout conditions. This section will describe the basis of and approach to the impact analysis in the Draft EIR.

The EIR will evaluate each of the following environmental issues in detail:

- Aesthetics and Visual Resources

- Agricultural and Forest Resources

- Air Quality

- Biological Resources

- Cultural and Tribal Cultural Resources

- Geology, Soils, and Seismicity

- Greenhouse Gas Emissions and Energy

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Hazards and Hazardous Materials

Hydrology and Water Quality

Land Use and Planning

Mineral Resources

Noise

Population, Housing, and Employment

Public Services

Recreation, Parks, and Open Space

Transportation and Circulation

Utilities and Service Systems

As an optional task, the analysis of the study intersections could be expanded from 10 intersections (included in the base proposal cost) to a total of 30 study intersections.

For each issue area, the following key components will be discussed in detail:

Existing Setting– This component will describe the existing affected environment as it pertains to each issue area. This section will be based on the information provided in the Existing Conditions Report (prepared in Phase 3).

Regulatory Framework– This component will review federal, state, and local regulations and/or plans that apply to the specific issue area being discussed.

Impacts and Mitigation Measures– Adverse environmental impacts resulting from implementation of the General Plan Update will be identified, analyzed, and a determination will be made as to the significance of the impact. Any feasible mitigation measures and/or proposed General Plan policies that would reduce or eliminate potentially significant impacts will be identified. De Novo will work closely with City staff on crafting mitigation measure language and timing that is appropriate for inclusion in the General Plan Update and is suitable for use in the typical development review process.

Chapter 4 Cumulative Impacts

De Novo will assess the impacts of General Plan implementation in combination with other known, approved or reasonably foreseeable development activity in the region. This analysis will be performed consistent with State CEQA Guidelines and be based on a list of known projects in the region as well as development forecasts contained in the City, as well as consideration of General Plan updates in the region. A table summarizing projected regional growth will be provided. A clear cumulative setting for each environmental topic will be described in the Draft EIR.

The cumulative analysis will address each topic covered in the environmental analysis (e.g., water supply, traffic, biological resources, etc.) and will identify appropriate mitigation measures for any significant impacts identified. The potential for the General Plan Update to induce growth, either through designation of land for growth, extension of services and infrastructure, or other project characteristics that may encourage and facilitate growth in the area, will be evaluated.

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Chapter 5 Other CEQA Requirements

The chapter will address other topics required by CEQA including significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, identification of environmental areas that would have no or less than significant impact, and an evaluation of the project related to each of the mandatory findings of significance identified at Section 15065 of the CEQA Guidelines.

Chapter 6 Alternatives Analysis

De Novo will coordinate with City staff in the development of up to three alternatives to the proposed project, including the CEQA-required No Project Alternative. The alternatives analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the proposed General Plan Update. These alternatives will be described qualitatively and quantitatively, and contrasted with the proposed project in terms of the extent that the alternatives can achieve project objectives or reduce adverse impacts. It is anticipated that the alternatives analysis will be closely coordinated with General Plan Update planning work and will address issues of concern identified by the community.

This analysis will be presented in a separate chapter of the EIR and will include a comparative matrix of the alternatives to the proposed project based on the significant environmental effects identified in the Draft EIR. Based on this analysis, the environmentally superior alternative will be identified as required by CEQA.

Chapter 7 Report Preparers and References

This chapter would identify all persons assisting in the preparation of the EIR as well as referenced agencies and materials.

Draft Environmental Impact Report Publication

Upon receiving comments on the Administrative Draft EIR, the De Novo team will make the edits and generate a “Screencheck Draft EIR” for City review before Draft EIR production and public review. Any final City edits will be incorporated into the Draft EIR.

De Novo will attend and participate in one public meeting on the Draft EIR, which will include preparation of a presentation on the content of the Draft EIR, including the major findings, and an overview of the CEQA process.

In order to keep Draft EIR copy costs down, De Novo may have the technical appendices placed on a CD that will be included in a sleeve in the back of the Draft EIR, or placed online on the General Plan website. De Novo will also place the Draft EIR on the General Plan Update website and be responsible for printing and distribution of the Draft EIR to the State Clearinghouse. We will prepare a Notice of Availability for the Draft EIR; it is anticipated that the City will have one round of review of the draft notice.

As described under the General Plan Update Scope of Work above, De Novo will attend public workshops and hearings to receive comments on the Draft General Plan and EIR. De Novo will provide City staff with support in preparation for these meetings, including preparation of presentations. We will attend meetings prepared to present the Draft General Plan and Draft EIR, and to answer questions regarding the scope and content of the documents.

Task 6.3 Final Environmental Impact Report

Final EIR and Mitigation Monitoring and Reporting Program

At the conclusion of the Draft EIR public review period, the De Novo team will respond to all written comments received by the City, as well as oral comments received during public hearings. Upon completion, copies of the Administrative Final EIR will be forwarded to the City for review. The Final EIR document, which will be a separately bound, will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and strike-through for deleted text).

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With respect to the Final EIR and Response to Comments, the De Novo team anticipates 40 comment letters of normal detail (two to three pages in length), based upon our prior experience with projects of similar scope. Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work and cost estimate. We also assume one round of City review of the Administrative Final EIR and one round of City review of the Screencheck Final EIR prior to public release.

The Final EIR will include a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. De Novo will draft the MMRP using the information contained within the environmental analysis, including the specific mitigation measures, and how the mitigation measures will be incorporated into the General Plan Update. It is intended that each mitigation measure will be incorporated into the General Plan as a policy or implementation program, and that there will not be separate measures to monitor and enforce following adoption of the General Plan. As described under Task 4.5, the General Plan will include an implementation program that identifies how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation.

CEQA Findings of Fact/Statement of Overriding Considerations

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project.

Deliverables:

Administrative Draft and Public Notice of Preparation (digital)

Administrative Draft and Screencheck Draft Environmental Impact Report (digital)

Public Draft Environmental Impact Report (25 hard copies, digital)

Administrative Draft and Screencheck Draft Final Environmental Impact Report (digital)

Public Final Environmental Impact Report (15 hard copies, digital)

Mitigation and Monitoring Program (digital)

Findings of Fact and Statement of Overriding Considerations (digital)

PHASE 7: PUBLIC REVIEW, FINAL DOCUMENTS, AND ADOPTION

Task 7.1 Adoption Hearings

De Novo will present the General Plan Update and EIR at two public hearings with the Planning Commission to review the Draft General Plan and Draft EIR. The Planning Commission will consider all public comments and after the hearings, make recommendations to the City Council regarding the General Plan Update and EIR. De Novo will address Planning Commission recommendations in an errata memo that identifies revisions to the Draft General Plan.

Working with City staff, De Novo will present the Draft General Plan and EIR, including Planning Commission recommendations, at two public hearings with the City Council. Following City Council direction regarding changes to the General Plan, De Novo will prepare a final General Plan that incorporates all City Council comments (see Task 5.5).

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De Novo will present the Final General Plan and EIR at one public City Council hearings for consideration of General Plan adoption and EIR certification.

Deliverables:

Public hearing materials (digital)

Large-scale Land Use Map exhibits (15 hard copies, digital)

Budget

Pittsburg General Plan Update

TASK/ACTIVITY	Project Manager/ Principal Planner		Associate Planner		GIS and Graphics		Admin.		De Novo Subtotal		Econ/Fiscal	Traffic	Cultural	Noise	Direct Costs	ACTIVITY
	hours	\$135	hours	\$100	hours	\$85	hours	\$70	TOTALS		New Economics & Advisory	TJKM	Peak & Associates	Saxelby Acoustics	Printing	TOTALS
									hours	Fee						Fee
PHASE 1: PROJECT INITIATION AND MANAGEMENT																
Task 1.1: Kick-off Meeting and Tour	12	\$1,620	8	\$800	0	\$0	0	\$0	20	\$2,420	\$2,300	\$1,560			\$400	\$6,680
Task 1.2: City Council/Planning Commission Kick-off	6	\$810	6	\$600	2	\$170	0	\$0		\$1,580						\$1,580
Task 1.3: Project Administration and Coordination	100	\$13,500	0	\$0	0	\$0	0	\$0	100	\$13,500					\$0	\$13,500
PHASE 1: SUBTOTAL	118	\$15,930	14	\$1,400	2	\$170	0	\$0	134	\$17,500	\$2,300	\$1,560	\$0	\$0	\$400	\$21,760
PHASE 2: COMMUNITY ENGAGEMENT																
Task 2.1: Community Engagement Plan	20	\$2,700	24	\$2,400	24	\$2,040	4	\$280	72	\$7,420					\$0	\$7,420
Task 2.2: Online Presence	70	\$9,450	80	\$8,000	32	\$2,720	0	\$0	182	\$20,170					\$800	\$20,970
Task 2.3: Visioning Workshops	40	\$5,400	36	\$3,600	10	\$850	6	\$420	92	\$10,270		\$2,740			\$3,600	\$16,610
Task 2.4: Study Sessions and Briefings	70	\$9,450	70	\$7,000	4	\$340	0	\$0	144	\$16,790	\$1,700	\$1,560			\$1,000	\$21,050
Task 2.5: Community Workshops and Pop-ups	60	\$8,100	40	\$4,000	10	\$850	6	\$420	116	\$13,370		\$1,560			\$1,200	\$16,130
Task 2.6: Stakeholder Coordination	30	\$4,050	30	\$3,000	0	\$0	0	\$0	60	\$7,050					\$800	\$7,850
PHASE 2 SUBTOTAL	290	\$39,150	280	\$28,000	80	\$6,800	16	\$1,120	666	\$75,070	\$1,700	\$5,860	\$0	\$0	\$7,400	\$90,030
PHASE 3: EXISTING CONDITIONS																
Task 3.1: Due Diligence and Base Mapping	16	\$2,160	24	\$2,400	36	\$3,060	0	\$0	76	\$7,620					\$0	\$7,620
Task 3.2: Existing Conditions Report	80	\$10,800	200	\$20,000	24	\$2,040	5	\$350	309	\$33,190		\$27,300	\$6,700	\$4,450	\$2,500	\$74,140
Task 3.3: Market Analysis	8	\$1,080	20	\$2,000	4	\$340	0	\$0	32	\$3,420	\$6,200				\$750	\$10,370
PHASE 3 SUBTOTAL	104	\$14,040	244	\$24,400	64	\$5,440	5	\$350	417	\$44,230	\$6,200	\$27,300	\$6,700	\$4,450	\$3,250	\$92,130
PHASE 4: VISION AND LAND USE ALTERNATIVES																
Task 4.1: Vision and Opportunities Report	24	\$3,240	40	\$4,000	8	\$680	2	\$140	74	\$8,060		\$0			\$2,500	\$10,560
Task 4.2: Land Use and Capacity Report	60	\$8,100	80	\$8,000	20	\$1,700	4	\$280	164	\$18,080	\$20,100	\$7,600				\$45,780
PHASE 4 SUBTOTAL	84	\$11,340	120	\$12,000	28	\$2,380	6	\$420	238	\$26,140	\$20,100	\$7,600	\$0	\$0	\$2,500	\$56,340
PHASE 5: GENERAL PLAN																
Task 5.1: General Plan Audit	42	\$5,670	20	\$2,000	0	\$0	0	\$0	62	\$7,670		\$1,660	\$1,300	\$600		\$11,230
Task 5.2: Technical Advisory Committee	70	\$9,450	70	\$7,000	0	\$0	6	\$420	146	\$16,870	\$1,700	\$1,980				\$20,550
Task 5.3: Administrative Draft General Plan	124	\$16,740	120	\$12,000	24	\$2,040	8	\$560	276	\$31,340	\$1,100	\$16,040	\$0	\$600	\$400	\$49,480
Task 5.4: Public Hearing Draft General Plan	60	\$8,100	60	\$6,000	12	\$1,020	4	\$280	136	\$15,400		\$2,020			\$2,500	\$19,920
Task 5.5: Final General Plan	60	\$8,100	40	\$4,000	4	\$340	4	\$280	108	\$12,720		\$2,020			\$2,500	\$17,240
PHASE 4 SUBTOTAL	356	\$48,060	310	\$31,000	40	\$3,400	22	\$1,540	728	\$84,000	\$2,800	\$23,720	\$1,300	\$1,200	\$5,400	\$118,420
PHASE 6: ENVIRONMENTAL CLEARANCE																
Task 6.1: EIR Kick-off and Notice of Preparation	8	\$1,080	24	\$2,400	2	\$170	0	\$0	34	\$3,650					\$750	\$4,400
Task 6.2: Draft Environmental Impact Report	160	\$21,600	260	\$26,000	14	\$1,190	6	\$420	440	\$49,210		\$17,160	\$520	\$5,100	\$2,300	\$74,290
Task 6.3: Final Environmental Impact Report	80	\$10,800	130	\$13,000	4	\$340	4	\$280	218	\$24,420		\$3,840	\$320		\$1,200	\$29,780
PHASE 6 SUBTOTAL	248	\$33,480	414	\$41,400	20	\$1,700	10	\$700	692	\$77,280	\$0	\$21,000	\$840	\$5,100	\$4,250	\$108,470
PHASE 7: ADOPTION																
Task 7.1: Public Hearings	36	\$4,860	36	\$3,600	6	\$510	0	\$0	78	\$8,970		\$2,360			\$400	\$11,730
PHASE 7 SUBTOTAL	36	\$4,860	36	\$3,600	6	\$510	0	\$0	78	\$8,970	\$0	\$2,360	\$0	\$0	\$400	\$11,730
Subtotals	988	\$133,380	1,004	\$100,400	220	\$18,700	49	\$3,430	2,261	\$333,190	\$33,100	\$89,400	\$8,840	\$10,750	\$23,600	\$498,880
TOTAL FEE																\$498,880
TOTAL FEE INCLUDING OPTIONAL TASK*																\$551,880

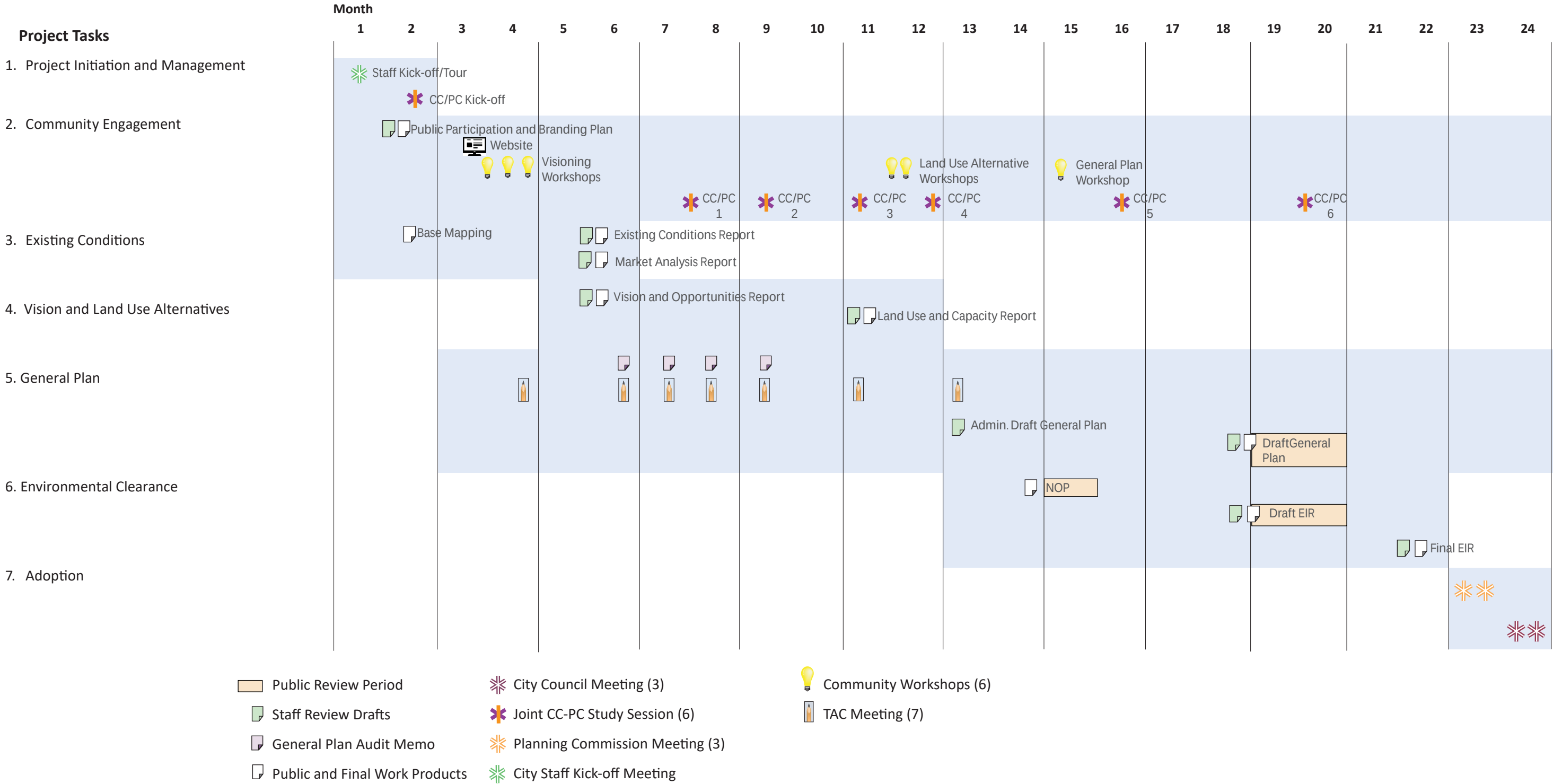
De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

*OPTIONAL TASK 1: The analysis of study intersections can be expanded from 10 intersections (included in the base proposal cost) to a total of 30 study intersections for an additional \$53,000.

Subconsultants and Direct Costs are billed at no markup.

Additional meetings are billed on time and materials basis.

Attachment 4
Project Schedule



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

DATE: November 5, 2018

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

CITY COUNCIL/AGENCY MEMBERS

Dwaine "Pete" Longmire, Mayor/Chair
Sal Evola, Vice-Mayor/Chair
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Marilyn Craft, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

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

Mayor Longmire called the meeting of the City Council to order at 7:19 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:40 P.M. for Closed Session for the following items:

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

Property: APN's 096-100-015, 096-100-027, 096-100-029, 096-100-031, 096-100-032, 096-100-033, 096-100-034, 094-080-002; Negotiators: Joe Sbranti, Garrett Evans, Maria Aliotti; Negotiating Parties: Southern Energy Delta LLC, GenOn Delta LLC, and EDS LLC; Under negotiation: Both price and terms of payment

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

Earth Construction and Mining vs. Successor Agency to the Former Redevelopment Agency of the City of Pittsburg, Contra Costa County Superior Court Case no. C13-00796

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

Three (3) cases

4. PUBLIC EMPLOYMENT PERFORMANCE EVALUATION (Pursuant to Section

54957):

City Manager

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

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Public Works Director McKinley led the Pledge of Allegiance.

PROCLAMATION

Shelter-in-Place Education Day

There was no one to receive the proclamation.

PRESENTATIONS

Delta Watershed Education Program

Environmental Affairs Manager Laura Wright presented the Delta Watershed education program, sponsored by Dow Wetlands, LMC, US Fish and Wildlife, Pittsburg Unified School District.

CITY MANAGER'S REMARKS

Assistant City Manager Evans reported on upcoming events throughout the city.

CITIZENS REMARKS

Tim Manley, Pittsburg, updated the Council on PAL activities.

Christian Drackett, owner of Big Chop Boutique, asked for mitigation for the recent flood that impacted her business.

Charles Smith, Pittsburg, commented on the Delta Watershed Program. He also hoped the Council Members would sign LAFCO's protest form for the Los Medanos Community Hospital District take-over by the County.

Charles Smith, Pittsburg, also commented on Consent Calendar Item 19 and was concerned about the denial of his claim for damage to his vehicle on Stoneman Avenue.

PUBLIC HEARING

5. Introduction and Waive First Reading of an Ordinance Amending Pittsburg

Municipal Code Title 15 Buildings and Construction Relating to Post Disaster Assessment Standards

Mayor Longmire opened the Public Hearing.

There being no one to speak to the issue, Mayor Longmire closed the Public Hearing.

On motion by Member Killings, seconded by Vice Mayor Evola to introduce and waive first reading of the Ordinance and approved unanimously.

6. Adoption of a City Council Resolution Adding Territory to Future Annexation Area of Community Facilities District 2016-1 (Maintenance of Project Facilities)

Mayor Longmire opened the Public Hearing. There being no one to speak to the issue, Mayor Longmire closed the Public Hearing.

On motion by Member Banales, seconded by Member Killings to adopt and approved unanimously.

7. Adoption of a City Council Resolution Adding Territory to Future Annexation Area of Community Facilities District 2017-1 (Fire Facilities and Fire Safety and Emergency Services)

Mayor Longmire opened the Public Hearing. There being no one to speak to the issue, Mayor Longmire closed the Public Hearing.

On motion by Vice Mayor Evola, seconded by Member Craft to adopt and approved unanimously.

CONSIDERATION

8. By Minute Order, Approve the Ceremonial Renaming of El Pueblo Avenue Between Diane Avenue to Treatro Street in Honor of Donald Pearman

Charles Smith, Pittsburg, questioned whether the residents of El Pueblo had input into this signage.

On motion by Mayor Longmire, seconded by Member Craft to adopt and approved unanimously.

Vice Mayor Evola recused himself from Item 9 due to his financial interest in the applicant which is a source of his income. He left the dais at this time.

9. Adoption of a City Council Ordinance Approving an Amendment to the Development Agreement between the City of Pittsburg and Garaventa Enterprises, Inc., a City Council Resolution Approving an Assignment and Assumption of Purchase and Sale Agreement between Garaventa Enterprises Inc. and the City of Pittsburg, and a City Council Resolution Approving an Amended and Restated Purchase and Sale Agreement between the City of Pittsburg and Stay Cal Pittsburg LLC

Bruce Ohlson, Pittsburg, hoped the City would consider the greenway and bicycle trail connecting the Delta DeAnza Trail through the project.

On motion by Member Killings, seconded by Member Craft to adopt the Ordinance approving the amendment to the development agreement between the City of Pittsburg and Garaventa Enterprises, Inc. and approved by the following vote:

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

On motion by Member Killings, seconded by Member Banales to adopt the resolution approving an assignment and assumption of purchase and sale agreement between Garaventa Enterprises, Inc. and the City of Pittsburg and approved by the following vote:

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

On motion by Member Craft, seconded by Member Killings to adopt the resolution approving an amended and restated purchase and sale agreement between the City of Pittsburg and Stay Cal Pittsburg LLC and approved by the following vote:

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

Vice Mayor Evola returned to the dais at this time.

CONFLICT OF INTEREST STATEMENT

Mayor Longmire stated he would recuse himself from Item 12 and 19 as he and his family received donations for a recent family tragedy from parties mentioned in both items.

Member Killings asked that Item 19 be removed and considered separately.

COMBINED CITY COUNCIL AND PITTSBURG POWER COMPANY CONSENT CALENDAR

On motion by Craft, seconded by Member Banales to adopt the Consent Calendar without Item 17, and approved unanimously.

10. Minutes of October 15, 2018

11. Adoption of a City Council Resolution Approving an Exclusive Negotiating Rights Agreement between the City of Pittsburg and Clear Channel Outdoor Inc. for the Proposed Construction and Operation of a Digital Billboard

12. Adoption of a City Council Resolution to Approve the Lease Agreement by and between the City of Pittsburg and Global Resources Trading, LLC.

13. Adoption of an Ordinance Amending Pittsburg Municipal Code Section 7.04.010 Relating to the Adoption of Contra Costa County Animal Control Regulations
14. Adoption of a City Council Resolution to Approve the Purchase of CityWorks Software and Allocate Funds for Implementation
15. Adoption of a City Council Resolution to Create a Master Pay Schedule as Required by California Public Employees' Retirement System
16. Adoption of City Council Resolution Allocating Funds and Authorizing a Consultant Agreement for Environmental Consultant Services for the Alves Ranch Development
18. Adoption of a City Council Resolution Amending the Purchasing Policy to Require Project Stabilization Agreement and Update Requirements
19. Adoption of City Council Resolution Awarding a Contract for the 2018 Patch Paving Program
20. Adoption of a City Council Resolution to Approve a Lease Agreement for Public Works Equipment Financing
21. Adoption of a City Council Resolution to Authorize a Reduction in Local Transportation Mitigation Fee Obligation In Exchange For Grading of West Leland Road from Villa Drive to Avila Road

The following item was removed from the Consent Calendar and considered separately. Mayor Longmire left the dais at this time.

17. Adoption of a City Council Resolution Approving the Measure M Citizens Oversight Committee Report – Final FY 17-18 usage and Excess Carryforward to FY 2018-19

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

AYES: Banales, Craft, Evola, Killings

ABSENT: Longmire

Mayor Longmire returned to the dais at this time.

COUNCIL MEMBER REPORTS/REMARKS

Council Member Killings attended the 2x2 Subcommittee meeting discussing traffic, safety, community resources officers, and Recess with the Chief, and noted the School District denied the Making Waves Academy application. He requested a General Plan 2040 update within the next few meetings.

Council Member Banales attended the Land Use Subcommittee meeting where a gas station project in the RASP (Railroad Area Specific Plan) was rejected. The committee supported a multi-family, market rate development on Railroad Avenue behind Burger King, and in accordance with the RASP.

ADJOURNMENT

The City Council meeting was adjourned at 8:42 P.M. to November 19, 2018.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

DATE: 10/30/2018

TO: Chair and Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Accepting a \$40,000 Grant from the Y & H Soda Foundation and to Increase the Instructional Budget of the Future Build Program

MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

Pittsburg Power Company (PPC) is seeking approval to accept a \$40,000 grant from the Y & H Soda Foundation (Grant) and to increase the instructional budget of the Future Build Program (Future Build).

FISCAL IMPACT

Future Build was awarded the Grant, thereby increasing its budget available for instructional purposes. There is no increased cost or fiscal impact to PPC or the City of Pittsburg. Since these grant funds are intended to increase the instructional resources available to Future Build and the majority of Future Build's instruction is provided via contract by Open Opportunities Incorporated (OOI), these grant funds will increase the contract payment limit for the contract between the PPC and OOI.

RECOMMENDATION

PPC Board adopt the Resolution to accept the Grant from the Y & H Soda Foundation and to increase the Future Build instructional budget. It is recommended that the Executive Director be authorized to take any and all administrative actions to ensure that the grant funds are utilized to improve Future Build's instructional goals.

BACKGROUND

Future Build is a partnership of the PPC, Contra Costa Workforce Development Board (WDB), Pittsburg Adult Education Center (PAEC), Contra Costa Building and Construction Trades Council (CCBTC), Morris Carey of "On the House", Northern California Laborers

Training, and OOI to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation.

Future Build's managing partner and fiscal agent is PPC. OOI provides case management and day to day program supervision and administration of the skill-based instructional staff. PAEC provides the general academic instruction. "On the House" aids the construction related skills training. Northern California Laborers provide the solar and safety training. CCBTC provides tools and instruction from its member trade unions as well as general orientation into the construction trades.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

Future Build provides a life changing experience for the trainees that leads to re-engagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training (classroom and laboratory) are married to practical applications in the field. The practical applications are community benefit projects where the trainees exercise what they have learned in the classroom and lab by improving facilities in public housing projects and rehabilitating homes for low-income residents, schools, and public recreational facilities such as parks.

Most recently, Future Build has made repairs and improvements to the Buchanan Park Community Center, assisted the Pittsburg Community Theater with the construction of sets for future plays, and in partnership with GRID Alternatives, installed solar power on four low-income residences in the community.

While there is significant in-kind support for Future Build, the primary financial support is currently provided by the WDB, Environmental Protection Agency, San Francisco Foundation, and the Community Development Block Grant programs of Pittsburg, Antioch and the County. This support is vital to the operation of Future Build. PPC also provides added financial support to Future Build. Additional funding has been provided by Contra Costa County Supervisor Federal D. Glover and the Y & H Soda Foundation.

Y & H Soda Foundation awarded Future Build the Grant for the period of September 1, 2018 through June 30, 2019. As previously mentioned, the grant will assist Future Build in advancing its efforts with the pre-apprenticeship training of students and practical applications in the field. Future Build will be required to submit timely reports and may be monitored by Y & H Foundation.

ATTACHMENTS: Resolution
Y & H Soda Foundation Grant

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE PITTSBURG POWER COMPANY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution Accepting a \$40,000)
Grant from Y & H Soda Foundation and Increase)
the Instructional Budget of the Future Build)
Program)

RESOLUTION NO. 18-

The Pittsburg Power Company DOES RESOLVE as follows:

WHEREAS, the Future Build Program (Future Build) is a partnership of the Pittsburg Power Company (PPC), Contra Costa Workforce Development Board, Pittsburg Adult Education Center, Contra Costa Building and Construction Trades Council, Morris Carey of "On the House", Northern California Laborers Training, and Open Opportunities Incorporated to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation; and

WHEREAS, Future Build provides a life changing experience for the trainees that leads to re-engagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training (classroom and laboratory) are married to practical applications in the field; and

WHEREAS, most recently, Future Build has made repairs and improvements to the Buchanan Park Community Center, assisted the Pittsburg Community Theater with the construction of sets for future plays, and in partnership with GRID Alternatives, installed solar power on four low-income residences in the community; and

WHEREAS, PPC is seeking approval to accept a \$40,000 grant from the Y & H Soda Foundation (Grant) and to increase the instructional budget of the Future Build Program.

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

Section 1.

The Board hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of PPC set forth below.

Section 2.

The Board hereby adopts the Resolution accepting the Grant and increasing Future Build's budget.

Section 3.

The Executive Director is hereby authorized to take any and all administrative actions to ensure that the grant funds are utilized to improve Future Build's instructional goals. Further, the Executive Director is hereby authorized to take such actions as may be necessary or appropriate to carry out this Resolution.

Section 4.

The Board Secretary shall certify to the adoption of this Resolution.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Pittsburgh Power Company Board of Directors at a regular meeting on the 19th day of November 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Chair

ATTEST:

Joe Sbranti, Executive Secretary

September 24, 2018

Joe Sbranti
City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Dear Mr. Sbranti:

On behalf of the Board of Directors of the Y & H Soda Foundation, I am pleased to inform you that City of Pittsburg has been awarded a grant in the amount of \$40,000. The terms and conditions of this grant are as follows:

1. This grant of \$40,000 is for the Future Build Program for the grant period of September 1, 2018 through June 30, 2019.
2. Please pay particular attention to the Reports to the Foundation (Section C) of the enclosed Grant Conditions, where we detail expected performance indicators and reporting requirements.
3. This is an outright and one time grant. This award letter and the attached Grant Conditions constitute a legally binding agreement. It will be effective upon our receipt of the signed original of this letter and the executed Grant Conditions. Note: we require original wet ink signatures on all documents.
4. The \$40,000 payment will be disbursed upon receipt of the signed documents specified above.

If you have any questions about this grant award, please contact Luis Arteaga, your Program Officer.

Sincerely yours,



Robert Uyeki
CEO



Joe Sbranti, City Manager
City of Pittsburg

Date: 10/3/18

Pete Longmire, Mayor
City of Pittsburg

Date: _____

Enclosed: Grant Conditions

Cc: Gerald Dunbar, Consultant, Dunbar & Associates

Y AND H SODA FOUNDATION GRANT CONDITIONS

The following conditions required by the Y and H Soda Foundation ("Foundation") are incorporated into the attached Grant Notification and Agreement ("Notification") and form a part thereof:

A. Limitations on Use; Agreements and Warranties of Grantee

The Grantee represents, warrants and agrees as follows:

1. The Grant funds shall be expended only for the purposes stated in the Notification and in accordance with the Budget attached thereto, and no change, modification, adjustment or amendment will be made except with the advance written consent of the Foundation.
2. Expenses incurred by the Grantee prior to the date of the Notification shall not be charged against the Grant except with the written consent of the Foundation.
3. The Budget submitted by the Grantee reflecting the use of the Grant and the timing of all expenditures is true, correct and complete.
4. The Grantee shall be responsible for the expenditure of the Grant in accordance with the terms of the Notification and these General Conditions and shall maintain adequate records in accordance with generally accepted accounting principles (GAAP).
5. Except as permitted in writing by the Foundation, no part of the Grant funds will be paid by the Grantee to organizations or consultants engaged in fund raising or public relations for services rendered to obtain this Grant.

B. Return of Unexpended Grant Funds

The Grantee shall return to the Foundation any unexpended Grant funds if:

1. The Foundation determines in its absolute discretion that the Grantee has not performed its obligations with respect to the Grant or any warranty or representation of the Grantee made herein or if the Grantee's application is incorrect in any material respect.
2. The purpose for which the Grant has been made cannot, in the opinion of the Foundation, be accomplished due to changed circumstances or other reasons.
3. The Grantee has not spent all funds in accordance with the terms of the Budget within ninety (90) days after the time or times specified in the Budget unless the Grantee receives written approval from the Foundation to delay the expenditure.

C. Reports to the Foundation

The Grantee shall submit information demonstrating to the Foundation that the grant funds have been expended as indicated in the grant proposal. Please report on the following goals as part of your grant reporting:

- Enroll a minimum of 40 low income East Contra Costa County residents into Cohorts 14 & 15 (82% people of color); 90% of those enrolled will successfully complete the program; 80% of those completing will have qualifications for one or more apprenticeships in local Contra Costa County unions.

- At least 75% of graduates will enter employment following graduation; 50% of graduates will be hired into solar and/or construction trades. Report on average hourly wage for all job placements.
- Enroll 20% women trainees, 20% previously incarcerated and 82% people of color.
- Support Future Build trainees interested in community college opportunities at both Diablo Valley and Los Medanos Colleges. Report on the numbers who have taken advantage of waived tuition charges for Future Build graduates.

<u>Type of Report</u>	<u>Due Date</u>	<u>Reporting Period</u>
One Final Report	August 1, 2019	September 1, 2018 through June 30, 2019

D. Monitoring and Evaluation

In order to assess the effectiveness of the Foundation's grants, the Foundation may monitor or conduct an evaluation of the project or program funded by this Grant which may include visits by representatives of the Foundation to observe the Grantee's operating procedures with respect to this project or program and to discuss the project or program with the Grantee's personnel.

E. Public Announcements

The Grantee shall review all proposed announcements regarding this Grant with a representative of the Foundation prior to publication and all such proposed announcements shall be sent to the Foundation for such review. The Grantee shall also provide information regarding means of dissemination.

F. Limit of Commitment

This Grant has been authorized by the Directors of the Foundation and is accepted by the Grantee with the understanding that the Foundation has no obligation to provide additional funds or other support to the Grantee for the purpose stated above or any other purpose or project of the Grantee.

G. Interpretation of Agreement

These Grant Conditions, together with the Notification, Budget and grant application, constitute the entire agreement of the Foundation and the Grantee with respect to the subject matter herein and therein contained and shall be interpreted under the laws of the State of California.

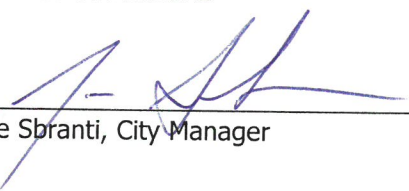
Y & H SODA FOUNDATION

Dated: _____

By: _____
Robert Uyeki, CEO

CITY OF PITTSBURG

Dated: 10/3/18

By: 
Joe Sbranti, City Manager

Dated: _____

By: _____
Pete Longmire, Mayor



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

DATE: 11/8/2018
TO: Chair and Agency Members
FROM: Joe Sbranti, Executive Director
SUBJECT: Acceptance of the Annual Pre-winter Inspection Report for the Southwest Pittsburg Geological Hazard Abatement District II
MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

Fritz McKinley, the General Manager of the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD), has provided for the Board's Information a detailed inspection report and his annual report of GHAD facilities and site conditions.

FISCAL IMPACT

None from this report.

RECOMMENDATION

GHAD Board accept the annual Pre-Winter Inspection Report for information purposes only.

BACKGROUND

On March 6, 1995, the Pittsburg City Council adopted Resolution 95-8148 approving the formation of the original GHAD. The purpose of the GHAD is to provide a means of financing necessary slope maintenance to reduce the risk of landslides in the City's hillside areas, to maintain certain drainage basins, and to establish a fund to help defray the cost of landslide repairs should a slide occur in the GHAD. In February 2001, the original GHAD was dissolved and the Southwest Pittsburg GHAD II was formed and the Board of Directors appointed.

SUBCOMMITTEE FINDINGS

none

STAFF ANALYSIS

The General Manager's attached report is provided to the Board as a status report of work performed since the previous report in December 2017. The report describes the status of improvements which are to be maintained or monitored by the GHAD, reviews the budget status and discusses upcoming projects.

General highlights of the attached report include the following:

On October 18, 2018, an inspection of the facilities and land within the GHAD was completed by the GHAD's contract geologist. The detailed report is attached to this report as Exhibit "A."

The GHAD has contracted with the City of Pittsburg to perform the annual cleaning of concrete V-ditches in the accepted areas of the District in preparation for the winter rains. This work was confirmed complete on November 16, 2018.

GHAD has also contracted with the City of Pittsburg to perform routine maintenance of areas owned by the District, the Babbling Brook area along San Marco Boulevard, and areas along West Leland Road and within the Vista Del Mar subdivision. As the GHAD accepts additional areas for ownership or maintenance, the scope and budget of these services will be expanded to cover those additional costs.

Observations in Southwood Basin: Sprinkler heads have caused erosion along the top of the slopes at Southwood Basin. A project is underway to raise an inlet at the north end of the basin, fix the sprinklers and repair the top of the slopes.

Observations in Oliveglen Slopes: North-facing slope shows no sign of movement since the last observation. Olivewood Court is scheduled for pavement crack sealing in November 2018. Large blocks of sandstone will be removed or broken down in Spring 2019.

Shadybrook Slope Repair: The lower central part of the slope exhibits minor relaxation, creep and open soil cracking. This area will continue to be monitored during heavy rainfall events and after strong seismic activity.

Santa Lucia Slope (Vista Del Mar): Significant erosion from runoff on the slope face immediately behind (west of) residences along the west side of Alves Ranch Road and Hanauma Bay will be addressed by a project to infill this crack with rock rip rap.

San Marco Babbling Brook: Construction of a trail project scheduled to start in Spring 2019 will provide a new bridge over the Babbling Brook (GHAD owned property) to eliminate trespassing, degradation of the mitigation areas and limit liability to the District. The Project is partially funded by GHAD II District and the City of Pittsburg.

Fiscal Information

An updated Assessment Roll was prepared and submitted by GHAD's consultant, Francisco and Associates, for FY 18/19. Special assessment revenue for the Southwest Pittsburg Geologic Hazard Abatement District II, not including Toscana Bio-Retention Basin, is estimated to be \$911,244.08. The Toscana Bio-Retention Basin assessment is now collected and reported separately, and totals \$20,593.44 for FY 2018/19.

The GHAD's accumulated reserve (fund balance) as of June 30, 2018, was \$3,753,790.

As of November 5, 2018, GHAD expenses to date for FY 2018/19 are \$434,051.90, which includes \$223,000 for the trail project.

ATTACHMENTS: Annual Pre-Winter Inspection Report

Report Prepared By: Gina Haynes, Civil Engineer II

EXHIBIT “A”

2018/19 SOUTHWEST PITTSBURG GHAD II ANNUAL REPORT

By GHAD Staff Gina Haynes, P.E.

INTRODUCTION

The General Manager of the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD) or his staff has traditionally performed an annual report of the GHAD facilities and land within the GHAD areas of responsibility. This report to the Board is a summary of activities performed during the previous year, a description of current and anticipated issues, and description of the current financial status of the GHAD.

The GHAD areas of responsibility continue to increase as development expands in the southwest hills of Pittsburg. City staff continues to perform ongoing maintenance, under contract to the District, throughout the year. Additional maintenance responsibilities will begin when GHAD staff accepts the completion of the remaining basins and hillsides.

MAINTENANCE OUTSIDE THE GHAD

The developers of unfinished tracts remain responsible for maintenance of those parcels not yet accepted by the GHAD. Prior to the completion of the final home built within a basin drainage area, the developer of the tract remains the responsible party. Also, within the Vista Del Mar subdivision three detention basins and the parcel where the landslide occurred (Estate Lots) remain under developer control.

MAINTENANCE OF GHAD FACILITIES

The GHAD has maintenance responsibility for detention ponds within the District where construction is complete. Currently seven detention basins are the responsibility of the GHAD. Oakpoint Basin, Shadybrook Basin, Freshwater Basin, Shadow Hills Basin and San Marco Lower, Middle and Upper Basin (see site plan attached as Exhibit “A”).

The GHAD maintenance contracts this year included cleaning out v-ditches in the hillside areas to prevent erosion and potential for subsequent slope instability. The drainage facilities and areas immediately adjacent to the ditches were also cleared of brush, trash and debris.

On October 18, 2018, an inspection of the facilities and land within the GHAD was completed by the GHAD contracted geologist. The corrective maintenance work generated from that report is currently being completed by City maintenance staff under contract with the GHAD. Cut slopes and fill slopes in Oak Hills and San Marco were inspected by the GHAD staff and the GHAD geologist to check for any active slides. The District geotechnical engineer, Bagg Engineer's, has provided a detailed inspection

report (attached as Exhibit "B").

During the annual inspection on October 18, 2018, the GHAD geologist identified a small landslide on the lower central part at the Shadybook Slope Repair. This area of concern has been identified in past inspection reports. The slope has not failed but minor relaxation, creep and significant open soil cracking appear to have persisted. This area will continue to be monitored during rainfall events or seismic activity.

The Shadybook north facing slope continues to be monitored for downward movement. A generous debris bench constructed behind the homes on Dawnview Court seems to reduce the risk of a slide reaching the homes in that area. There are drainage inlets, uphill of the homes, that were installed to reduce the rainfall impacts. The GHAD has contracted with the City of Pittsburg, Public Works Department to perform the annual cleaning of these structures. Public Works will complete necessary cleaning of the inlets by November 18, 2018.

Previous pest control efforts undertaken prior to this year's inspection appeared to have limited the number of pests, but further efforts are required to assure the stability of slopes. Staff will continue to take action to reduce pest populations where necessary.

ANNUAL BUDGET

An updated Assessment Roll was prepared and submitted by GHAD's consultant, Francisco and Associates, for FY 18/19. Special assessment revenue for the Southwest Pittsburg Geologic Hazard Abatement District II, not including Toscana Bio-Retention Basin, is estimated to be \$911,244.08. The Toscana Bio-Retention Basin assessment is now collected and reported separately, and totals \$20,593.44 for FY 18/19.

The GHAD's accumulated reserve (fund balance) as of June 30, 2018, was \$3,753,790.

As of November 5, 2018, GHAD expenses to date for FY 18/19 are \$434,051.90. That amount includes \$223,000 which was obligated to Contract 2015-03, San Marco Boulevard Class I Trail Project, which was approved on June 18, 2018 by Resolution 18-13490, approving the budget plan for GHAD II and appropriating funds for fiscal year 2018-19.

SPECIAL PROJECTS/ISSUES

The GHAD has not accepted the land where a landslide took place on the Estate Lot area and three (3) detention basins in the Vista Del Mar subdivision. GHAD's experts recommend installation of subdrains and solar powered pumps to de-water the slide area. The developer of Vista Del Mar is responsible for the cost of this construction, plus a one-time payment for future maintenance and/or replacement of these facilities. GHAD staff has met with the Developer who has not yet agreed to an approach to address the repair. In addition, the Developer has not yet completed minor grading and construction of drainage improvements in the area above the southern end of Alves Ranch Road. Staff has met and corresponded with the Developer to resolve this issue. This land is proposed to be dedicated to the GHAD for ownership and maintenance,

once the GHAD's requirements are met.

During development of Phase 1 of the Alves Ranch Subdivision, the developer will construct stormwater system improvements in the Alves Ranch Basin that meet the regulatory requirements of Section C.3 of the Municipal Regional Stormwater NPDES permit, as required by the Development Agreement. After the work is complete the Developer will dedicate the basin to the GHAD. Staff expects the homeowners in Alves Ranch Subdivision to fund the maintenance and replacement of that C.3 facility through an GHAD assessment fee.

The GHAD General Manager is currently working on a reimbursement agreement with the developer of Sky Ranch and Montreux to move forward with the annexation of property into the GHAD. This will require petition by property owners, preparation of a revised Plan of Control, public hearing and Engineer's Report, and further direction by the GHAD Board. Staff anticipates returning to the Board at a subsequent meeting once the agreement is complete.

Construction of Contract 2015-03, San Marco Boulevard Class I Trail project ("the Project"), is expected to start in Spring 2019. The Project will provide a bridge over the Babbling Brook (GHAD owned property) to eliminate trespassing, degradation of the mitigation areas and limit liability to the GHAD II District. This Project was partially funded by the GHAD II District.

November 2, 2018
BAGG Job No. PITTS-01-00

Ms. Gina Haynes
Pittsburg Southwest Geologic Hazards Abatement District
City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565
ghaynes@ci.pittsburg.ca.us

LETTER REPORT
Eighth Annual Engineering Geologic Site
Reconnaissance Observations
Pittsburg Southwest Geologic Hazards
Abatement District (SW GHAD)
Pittsburg, California

Dear Ms. Haynes:

At your request, we have prepared this letter report to provide the Pittsburg Southwest Geologic Hazards Abatement District (SW GHAD) with a summary of our annual site reconnaissance observations made by our Certified Engineering Geologist (CEG) on October 18 and 19, 2018. Our site reconnaissance visits covered open space areas located within the Oak Hills, Vista Del Mar, and San Marco residential subdivisions in Pittsburg that are under the jurisdiction of the SW GHAD management. The field reconnaissance covered cut and fill slopes, previous landslide repair areas, detention basins, water reservoirs, and drainage improvements such as concrete V-ditches, storm drain inlets, and terraces/benches on slopes. The attached Plate 1, Site Plan, shows the slope and basin areas we observed during our reconnaissance and which we discuss herein. The project CEG has performed these annual reconnaissance visits for the last seven years while with another firm and the following letter reports have been issued previously to summarize the results of his observations:

- *Annual Engineering Geologic Site Reconnaissance Observations Pertaining to the Pittsburg Southwest Geologic Hazards Abatement District Sites in Pittsburg, California (File No. 114812/PW2), dated November 8, 2011;*
- *Second Annual Engineering Geologic Site Reconnaissance Observations Pertaining to the Pittsburg Southwest Geologic Hazards Abatement District Sites in Pittsburg, California (File 114812/PW2), dated December 3, 2012;*

- *Third Annual Engineering Geologic Site Reconnaissance Observations Pertaining to the Pittsburg Southwest Geologic Hazards Abatement District Sites in Pittsburg, California (File 114812/PW2), dated December 6, 2013;*
- *Fourth Annual Engineering Geologic Site Reconnaissance Observations Pertaining to the Pittsburg Southwest Geologic Hazards Abatement District Sites in Pittsburg, California (File 114812/PW2), dated November 24, 2014;*
- *Fifth Annual Engineering Geologic Site Reconnaissance Observations Pertaining to the Pittsburg Southwest Geologic Hazards Abatement District Sites in Pittsburg, California (File 114812/PW2), dated October 22, 2015;*
- *Sixth Annual Engineering Geologic Site Reconnaissance Observations Pertaining to the Pittsburg Southwest Geologic Hazards Abatement District Sites in Pittsburg, California (File 114812/PW2), dated December 13, 2016; and*
- *Seventh Annual Engineering Geologic Site Reconnaissance Observations Pertaining to the Pittsburg Southwest Geologic Hazards Abatement District Sites in Pittsburg, California (File 114812/PW2), dated November 10, 2017.*

Our conclusions presented herein were mostly based on our CEG's observations and knowledge of the history of the discussed areas. Our engineering geologic services were provided on behalf of the SW GHAD management in accordance with our current consulting services agreement with the City of Pittsburg (City). No subsurface exploration or laboratory testing were performed as part of our current services.

SUMMARY OF OBSERVATIONS WITHIN OAK HILLS DEVELOPMENT

Oakpoint Basin

- The basin's interior and exterior slopes appeared free of instabilities, although the north/northeast side appeared heavily burrowed by animals.
- Heavy vegetation and brush growth near the raised outlet along the western side of basin should be removed.
- An isolated green grass patch was observed near the interior southwestern corner, which may be indicative of irrigation activities from neighboring upslope areas.
- Our reconnaissance covered the adjacent sloping areas to the east of the basin and they appeared uniform and free of any instabilities.

Southwood Basin

- Along the far south end of Oakhill Park, sprinkler heads have caused erosion rills on the adjacent slopes. The rills should be lined with crushed gravel to reduce the potential for erosion.

- Arcuate-shape open soil cracks that are semi-continuous laterally were observed along the top of the slope just west of the sidewalk along the southeast corner of the basin. These cracks have persisted from previous reconnaissance visits and they may be indicative of minor slope relaxation and creep. The observed cracks should be infilled with soil to decrease surficial water infiltration, which could compromise the slope.
- Far north end of the basin there exists masonry retaining wall with a storm drain inlet at near its base. The inlet is completely buried/covered with debris and needs to be cleared. Most of the debris is organic mulch and this will re-occur even if cleared since the inlet is not raised. The grate of the inlet should be raised or surrounded with cobbles to keep the mulch out.

Shadowhill Basin

- Some long green vegetation and minor debris present near inlet situated along east side of the basin. The noted vegetation and debris should be removed.
- Side slopes appear to be free of instabilities.

Shadybrook Basin

- The conditions of the interior slopes remained essentially the same and the landslide deposit present along the western slopes showed no signs of recent movement.
- Some long dead grasses were observed around the outlet rim. The outlet area should be cleared of the noted grasses.

Oakpoint Slope

- The eastern 60- to 70-foot section of the uppermost J-ditch has a void under it. To prevent subsequent cracking, the void should be filled with soil and packed/tamped. In lieu of soil, controlled density fill (CDF), grout, or concrete may be used to fill the void.
- Eastern end of second J-ditch (from top of slope) has two open joints that should be sealed with rubber sealant.
- The remainder of the overall slope lacked signs indicative of observable slope movement.

Oliveglen Slopes

- During our previous reconnaissance visits, we observed a portion of this north-facing slope to be slightly angular and bulging locally at the toe immediately upslope of the 3-foot high masonry block retaining wall located at the south edge of the cul-de-sac. The east end of the wall appeared slightly tilted. Since then, the conditions of the slope and wall appeared to have remained the same.

- Pavement cracking was also observed within Oliveglen Court cul-de-sac and reported in previous letters but it appears that the noted pavement cracking may have increased in width and depth. Northward- and eastward-trending pavement cracks that measure up to about one inch in width and 3+ inches in depth were observed in the cul-de-sac pavement. Separation measuring up to about ½ inch was also observed between the asphaltic pavement and the concrete curb. The noted pavement cracking and separation should be sealed with CDF or grout.
- Along the top of slope just west of Oakpoint and Brooktrail Drives, two relatively large blocks of gray sandstone are present. These blocks are detached and could roll downslope and impact the residential structures below, especially if triggered by seismic activities. These boulders should be removed, secured or broken down. Holes may be drilled into the blocks and expanding epoxy poured into the drilled holes, which will help bust the rock to smaller fragments that are then easier to remove/secure. See Plate 1 for the approximate circled location of the noted sandstone blocks.

Shadybrook Slope Repair

- A previous landslide repair was performed by others along the western and central portions of this relatively high north-facing slope and numerous drainage benches/terraces were constructed as part of the slope reconstruction. The lower four benches, which lack concrete V-ditches, dip eastward to drain into drop inlets situated at the far east of the benches, which are marked by long white stakes in the field. These inlets appeared to be covered with soil and are in-need of clearing.
- The lower central part of the slope has over for years appeared bare of grass, bulging, cracked, and hummocky. Several test pits were excavated and logged by the project CEG in 2013 in that area but no evidence was observed of active landsliding. The slope has not failed since but minor relaxation, creep, and significant open soil cracking appear to have persisted. This area should be monitored during heavy rainfall events and after strong seismic activities.
- The two middle V-ditches (on east end of slope) need cleaning of long dead grasses and debris.
- Along the west part of the lowermost concrete V-ditch and just west of the last residence, a black corrugated pipe has been placed in the ditch with wooden planks positioned above the pipe for a bridge-like crossing. The annular space between the pipe and ditch appeared plugged with concrete on the west side. This contraption should be removed to permit free water flow.

Woodhill Slope

- Long dead grasses were observed in the concrete V-ditches present along the north side of knob. The V-ditches and adjacent storm drain inlets should be cleaned.

- The entire slope portions around the power steel lattice tower and the linear part extending south (to the east of Woodhill Circle) appeared to be free of slope instabilities and raveling. The slope appeared to be bioturbated by burrowing animals. No water seepages were noted along the slope and specifically no water seepages were noted behind the homes facing Shadow Hill Circle where they have been reported previously. Conditions remained essentially unaltered for years.

Whispering Oaks Slopes

- The north- and east-facing slopes along the north and east sides of Whispering Oaks Circle remained essentially the same since our previous reconnaissance visits. No fresh signs of slope instabilities or raveling were observed. The majority of these slopes appeared to either be natural or cut slopes that are underlain by the competent Neroly sandstone bedrock except for the east-facing central part of this area where a zone of loose rocky debris was observed. The noted debris pile does not appear to threaten any structures nor does appear to have shifted recently.

Dawnview Water Reservoir

- The area of the reservoir appeared well maintained.
- Immediately east of the reservoir, a significant amount fill soil has been placed behind two adjacent homes to generate level areas on the abutting sloping ground. The placed fill prisms appeared to extend beyond the rear property lines of the noted residences. Undocumented fills that have not been keyed, benched and subdrained adequately could readily fail during heavy rain events or seismic episodes and can cause damage to nearby property.

Shadybrook Water Reservoir

- At the uppermost 70-foot section of the access roadway leading to the gate along the downslope side of the access roadway to the reservoir, a 1-inch open vertical separation was observed between the asphaltic concrete pavement and the concrete V-ditch marking the edge of the roadway. This should be infilled and sealed with rubber-based sealant or CDF/grout.
- The uppermost approximately 25-foot section of concrete V-ditch has a void along its underside, which should be infilled with soil/grout/CDF to help prevent subsequent cracking of the concrete V-ditch.
- This should be monitored in the future as the above two items may indicate minor downslope movement/relaxation.
- The reservoir is bordered by a higher cut slope along its southern side which appeared hummocky but no signs of significant slope movement were observed.

Havenwood Slopes

- The overall slope area appeared in good condition.
- The southeastern end of the upper V-ditch needs cleaning of long, dry grasses.

SUMMARY OF OBSERVATIONS WITHIN VISTA DEL MAR DEVELOPMENT

Santa Lucia Slope

- This is the slope portion which the existing water line ascends to reach the San Marco development. No slope instabilities or raveling were observed along the slope face or the paved trail. The V-ditch along the toe of the slope is partially plugged with debris and needs cleaning.
- A significant erosion rill has been cut by uncontrolled surficial runoff on the slope face immediately behind (west of) the residences along the west side of where Alves Ranch Road and Hanauma Bay merge. The erosion scar should be infilled with rock rip rap or stacked cement bags, which will harden at first rain.
- Inlet at south end of concrete V-ditch in that area needs to be cleaned of debris and dead grasses.

Greenmeadow Slope

- Drain inlet above and back of the retaining wall along Kapalua Bay Circle is plugged with debris and should be cleaned.

Southern Slopes

- Subdrain pipe daylighting into the V-ditch about $\frac{1}{3}$ of the way up the paved access road to the southern slopes (large-scale landslide repair) discharges water continuously and blue/green algae has grown thick in the ditch and at the drop inlet. This ditch needs to be cleared of algae, debris and grass growth.
- There is a second subdrain outlet plugged with soil at the same ditch immediately below the pipe noted above. This subdrain outlet needs to be cleaned.
- No observable signs indicative of slope movement were observed along the southern slopes and conditions have remained essentially the same since our last reconnaissance.

Freshwater Basin

- The basin's outlet appeared free of debris and siltation. Conditions remained unaltered the same since our last reconnaissance.

SUMMARY OF OBSERVATIONS WITHIN SAN MARCO DEVELOPMENT

San Marco Slope

- A small shallow landslide that occurred downslope of the steel lattice power towers several years ago appeared to have been repaired and the area smoothed out. No signs of reactivation were observed.
- A free water seepage was observed along the central part of the overall slope. The seepage does not appear to have an adverse impact on the slope.

San Marco Detention Basins and Babbling Brook

- The Upper, Middle, and Lower San Marco Detention Basin appeared to have long grasses and brush although their functionality does not appear to have been impacted. Interior side slopes remained free of instabilities. The inlet and outlet areas of all the basins should be maintained to permit free water flow.
- The Babbling Brook was observed to be dry and its rocky check dams appeared in good condition.

LIMITATIONS AND CLOSURE

This review has been performed at the request of the Southwest Pittsburgh GHAD (District). Our role has been to provide field observations and technical advice to assist the District in its discretionary maintenance/evaluation decisions. Our services have been limited to our described observations at the sites. We have employed accepted engineering geologic and geotechnical procedures, and our professional opinions and conclusions are made in accordance with generally accepted engineering geologic and geotechnical engineering principles and practices that exist in the San Francisco Bay Area at the time this letter was written. No other warranty is expressed or implied.

We trust that the information provided above will assist you in your on-going evaluations of these areas. Please call us at (650) 852-9133 if you have questions concerning this letter or our associated services. It is a pleasure to be of continuing consulting service to the City of Pittsburgh.

Very Truly Yours

BAGG Engineers

Mike Matusich for
Sadek M. Derrega, PG, CEG
Principal Engineering Geologist

Mike Matusich
Mike Matusich, PE, GE
Senior Geotechnical Engineer

Attachments:
Plate 1 Site Plan



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

DATE: 11/8/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept Contract 2017-12, Water Treatment Plant Filter Media Replacement Project as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

Contract 2017-12, Water Treatment Plant Filter Media Replacement Project (“the Project”) was for the removal and disposal of Anthracite and spent Granular Activated Carbon (GAC) and replacement with new GAC in the water filters at the City’s Water Treatment Plant. This Resolution will accept construction as complete and authorize the City Engineer to file a Notice of Completion for the Project.

FISCAL IMPACT

The Project was funded with the 2017/18 Water Treatment Plant Filter Media Replacement Filter 1 & 2 (Project 5059) which is funded with \$150,000 of Water Operations Fund (WOF), and \$450,000 of 2005 Water Bond Funding from the West Leland Water Main Project (WTP to Southwest Hills) (Project 5071) for a total Project budget of \$600,000. Any remaining funds shall be returned to source funds. The Project was completed within the budget authorized by the City Council.

A budget summary is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution accepting the Project as complete and authorizing the City Engineer to file a Notice of Completion.

BACKGROUND

The Granular Activated Carbon (GAC) media that was installed in five of the eight filters at the City's Water Treatment Plant (WTP) reached the end of its useful life. Three of the filters contained Anthracite (filters 6,7, and 8). This Project included replacing the Anthracite or GAC in all filters at the Water Treatment Plant.

On June 19, 2017, the City Council approved Resolution 17-13337, adopting the City's Operating Budget for Fiscal Years 2017/18 and allocating funds to several CIP projects. CIP Project W-35, 2017-18 Filter Media Replacement Project (Filters 1 & 2), was allocated \$150,000 of Water Operation Funds (Project 5059).

On December 18, 2017, the City Council approved adopt Resolution 17-13408 accepting the plans and specifications, re-allocating \$450,000 from the West Leland Water Main Project (WTP to Southwest Hills) (Project 5071), and authorizing the City Manager to award and execute a contract in the amount of \$506,816 with Calgon Carbon Corporation for construction of the Base Bid (\$243,344) and Alternate Bid Items A, B, C, & D.

SUBCOMMITTEE FINDINGS

none

STAFF ANALYSIS

The original project budget was for replacement of media in Filters 1 and 2. Due to the condition of the other filters staff requested and received funding for replacement of media in all eight filters.

The filters at the WTP generally need to have the GAC replaced every four years. Filters 6, 7, and 8, had the GAC replaced with the less expensive Anthracite in 2016. This was a cost saving measure, but created a problem with maintaining the water chemistry due to the mixture of different filter media among the eight filters at the WTP. Additionally, Anthracite does not have the benefit of improving the taste of the water produced as GAC does.

With completion of the project, Staff has noticed a reduction in turbidity and improved efficiency of the filters, thus allowing for longer run times and less frequent backwashing. Additional benefits include improved taste and odor control. As a result of project completion staff will be able to implement a Carbon Reactivation Program through a maintenance contract that will reduce long term costs associated with GAC replacement.

During construction there was one contract change order in the amount of \$13,996.67. This change order was necessary for additional sand provided in each filter due to losses during backwashing throughout the years.

Contract work by Calgon Carbon Corporation was completed on April 9, 2018, and the final construction contract amount was \$520,812.67. The one-year warranty period began on April 9, 2018. Staff inspected the project for compliance with the contract documents.

The Project was completed on time and within the budget amount approved by the City Council.

ATTACHMENTS: Resolution

Budget Summary

Report Prepared By: Gina Haynes, Civil Engineer II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to Accept Contract	)	
2017-12 Water Treatment Plant	)	RESOLUTION NO. 18-
Filter Media Replacement Project	)	
as Complete And Authorize the City	)	
<u>Engineer to File a Notice of Completion</u>	)	

The City Council of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, Contract 2017-12, Water Treatment Plant Filter Media Replacement Project ("the Project"), includes the removal and disposal of Anthracite and Granular Activated Carbon (GAC) and replacement with new GAC in the water filters at the City's Water Treatment Plant; and

WHEREAS, the GAC media that was installed in five of the eight filters at the City's Water Treatment Plant (WTP) was at the end of its useful life; and

WHEREAS, three of the filters had the GAC replaced with the less expensive Anthracite in 2016 but created a problem with maintaining the water chemistry due to the mixture of different filter media among the eight filters at the WTP; and

WHEREAS, on June 19, 2017, the City Council adopted Resolution 17-13337, adopting the City's Operating Budget for Fiscal Years 2017/18 and allocating funds to several CIP projects. CIP Project W-35, 2017-18 Filter Media Replacement Project (Filters 1 & 2), was allocated \$150,000 of Water Operation Funds (Project 5059); and

WHEREAS, on December 18, 2017, City Council adopt Resolution 17-13408 accepting the plans and specifications for the project, re-allocating \$450,000 from the West Leland Water Main Project (WTP to Southwest Hills) (Project 5071), and authorizing the City Manager to award and execute a contract in the amount of \$506,816 with Calgon Carbon Corporation for construction of the Base Bid (\$243,344) and Alternate Bid Items A, B, C, & D (total of alternates \$263,472); and

WHEREAS, contract work by Calgon Carbon Corporation was completed on April 9, 2018, and the final construction contract amount was \$520,812.67.

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

Section 1.

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2.

The contract with Calgon Carbon Corporation is hereby accepted as complete.

Section 3.

The City Engineer is hereby authorized and directed to execute a Notice of Completion.

Section 4.

The City Clerk shall attach a certified copy of this Resolution to the executed Notice of Completion.

Section 5.

The City Engineer is directed to file said document with the Office of the Recorder of the County of Contra Costa, State of California, within ten (10) days from the date hereof.

Section 6.

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

Section 7.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of November 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Exhibit A - Project Budget Summary

Contract 2017-12, WTP Filter Media Replacement Project

Project Funding

Filter Media Replacement (Project 5059)	\$150,000
Southwest Hills Waterline (Project 5071)	\$450,000
Funding Total	\$600,000

Project Expenditures:

Design: (Code 2122)	Miscellaneous Design Expense	\$611
	Subtotal	\$611
Miscellaneous: (Code 1399)	Advertising	\$0
	Postage	\$0
	Subtotal	\$0
Construction: (Code 2281)	Construction Base Bid Plus Bid Alternates	\$506,816
	Construction Contingency (~10%)	\$13,997
	Material Testing	\$6,250
	Subtotal	\$527,063
Staff Time: (Code 1101)	Staff Costs During Design Phase	\$7,000
	Staff Costs During Construction	\$8,500
	Subtotal	\$15,500
Admin Overhead (Code 2372)	Staff Overhead Costs During Design Phase	\$7,000
	Staff Overhead Costs During Construction	\$8,500
	Subtotal	\$15,500
	Total Expenditures	\$558,674



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

DATE: 11/2/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO EXECUTE AGREEMENT BETWEEN SIERRA
PACIFIC PROPERTIES, INC. AND THE CITY OF PITTSBURG.

MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

In response to a request by Sierra Pacific Properties, the Pittsburg Police Department is requesting City Council approval of the Resolution authorizing the City Manager or his Designee to execute the Agreement between Sierra Pacific Properties and the City of Pittsburg.

FISCAL IMPACT

Sierra Pacific Properties has voluntarily agreed to provide financial assistance to the City of Pittsburg, to be utilized by the Pittsburg Police Department, to benefit the Pittsburg community by combating and preventing thefts and crimes. Sierra Pacific Properties agrees to reimburse the City of Pittsburg the cost of assigning a Pittsburg Police Officer to devote up to forty (40) hours per week preventing criminal incidences, enforcing other related laws, ordinances, or regulations within the City.

RECOMMENDATION

Staff recommends City Council approval of the request by the Chief of Police to execute an Agreement between Sierra Pacific Properties, Inc. and the City of Pittsburg for community patrol services

BACKGROUND

The City of Pittsburg is experiencing thefts, crimes and other issues needing to be addressed, which have been occurring on an ongoing basis within the City. Such Incidences violate the Pittsburg Municipal Code and/or interfere with City's ability to meet its goals under State law. Such Incidences also have a negative impact on both commercial

businesses, residential dwellings and the residents of the City. Sierra Pacific Properties, its owners and affiliated entities own and/or manage commercial, industrial and retail properties as well as own and/or manage multi-family residential buildings throughout the City. The thefts and crimes have caused complaints to be raised from residents and businesses within the City concerning unlawful trespassing and public nuisances associated with the aforementioned incidences.

In response, Sierra Pacific Properties has voluntarily agreed to provide financial assistance to the City of Pittsburg, to be utilized by the Pittsburg Police Department, to benefit the Pittsburg community by combating and preventing incidences from occurring in the future.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

The Pittsburg Police Department recommends approval of the Agreement between Sierra Pacific Properties, Inc. and the City of Pittsburg to reimburse the City the cost of assigning a Pittsburg Police Officer up to forty (40) hours per week preventing criminal incidences, enforcing other related laws, ordinances, or regulations within the City.

ATTACHMENTS: Resolution
Agreement

Report Prepared By: Brian Addington, Chief of Police

**COMMUNITY BENEFIT FUNDING AGREEMENT BETWEEN
CITY OF PITTSBURG AND SIERRA PACIFIC PROPERTIES, INC.**

THIS AGREEMENT ("Agreement") is entered into on _____ between the City of Pittsburg, a municipal corporation located at 65 Civic Drive, Pittsburg, CA 94565 (the "CITY") and Sierra Pacific Properties, Inc., a California corporation located at 1800 Willow Pass Court, Concord, CA 94520 (the "COMPANY").

The Parties enter into this Agreement based upon the following facts, understandings and intentions:

The City of Pittsburg is experiencing thefts, crimes and other issues ("Incidences") needing to be addressed, which have been occurring on an ongoing basis within the City. Such Incidences violate the Pittsburg Municipal Code and/or interfere with CITY's ability to meet its goals under State law. Such Incidences also have a negative impact on both commercial businesses, residential dwellings and the residents of the City. COMPANY, its owners and affiliated entities own and/or manage commercial, industrial and retail properties as well as own and/or manage multi-family residential buildings throughout the City.

These Incidences have also caused complaints to be raised from residents and businesses within the City concerning unlawful trespassing and public nuisances associated with such Incidences.

COMPANY has voluntarily agreed to provide financial assistance to the CITY, to be utilized by the Pittsburg Police Department, to benefit the Pittsburg community by combating and preventing Incidences from occurring in the future.

NOW, THEREFORE,
IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. **Effective Date.** The effective date of this Agreement is _____.
2. **Funding by Company.**

Commencing on the Effective Date, COMPANY agrees to reimburse the CITY the cost of assigning a Pittsburg Police Officer to devote up to forty (40) hours per week preventing the Incidences and enforcing other related laws, ordinances, or regulations within the City. The estimated cost is \$82.00 per hour, comprising a Field Patrol Officer's "straight time" pay, plus benefits.

3. **Determination of Hours Devoted to the Prevention of Incidences**

The Parties recognize and acknowledge that the total number of hours devoted to preventing Incidences and conducting other related enforcement pursuant to this Agreement may vary from week to week and month to month, depending upon the immediate law enforcement needs and priorities faced by the Pittsburg Police Department. Accordingly, during the term of this Agreement there may be periods in which less than forty (40) hours per week is devoted to

prevention of Incidences and other related enforcement. However, COMPANY will only reimburse CITY for the officer time actually spent on such enforcement.

4. Control of Law Enforcement Means and Methods.

CITY, through its Police Department, shall have absolute control in determining and executing the appropriate strategies, tactics, means and methodologies employed in enforcing related laws, ordinances, and regulations in the CITY, including selecting the officer to be utilized for this purpose, determining the qualifications of that officer, the geographical areas and particular locations (whether commercial or residential) where enforcement activities will be focused, and the particular hours and days of the week when prevention measures will be undertaken.

5. No Enhanced Police Service.

COMPANY recognizes and acknowledges that the law enforcement actions of CITY and the Pittsburgh Police Department contemplated in this Agreement are for the benefit of the CITY and its residents and businesses, and are undertaken consistent with CITY'S police power, and with the goals of preventing theft and enforcing the related provisions in the Pittsburgh Municipal Code and similar laws. Notwithstanding this Agreement, COMPANY shall not receive, expect, or be entitled to any greater police protection than is provided to the general public.

6. No Representations of Results

CITY makes no representations regarding the results or effectiveness of the measures taken to prevent Incidences and other activities contemplated under this Agreement.

7. Relationship of the Parties.

CITY and COMPANY are and at all times shall be considered entirely independent of one another. Neither party shall be considered as the agent, representative or independent contractor of the other. Likewise, neither party shall be deemed the employee of the other under any federal, state or local law or regulation, including but not limited to laws governing unemployment insurance, workers' compensation, industrial illness or accident coverage, tax withholding, or labor and employment in general.

8. Payment

CITY will submit monthly statements to COMPANY, setting forth the amount of time spent by the Pittsburgh Police Officer assigned to the prevention of Incidences and other related enforcement under this Agreement. Payment of such invoices shall be made by COMPANY within thirty (30) calendar days from the date each invoice is issued.

9. Term and Termination

This Agreement will become effective on the Effective Date noted above, and will automatically terminate one year thereafter, unless extended by the written agreement of both parties. Notwithstanding the one year term of this Agreement, either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement, or materially breach any of its provisions, the non-breaching party may terminate the Agreement by giving written notice to the breaching party. Termination shall be effective within ten (10) days from the issuance of such written notice.

10. Indemnification

Any rights of indemnification under this Agreement by either party shall be limited to statutory and common law, as provided under the laws of the State of California and federal law. Notwithstanding, COMPANY shall indemnify, defend with counsel reasonably acceptable to the CITY, and hold harmless the CITY and its officials, officers, and employees from any and all administrative, legal, or equitable actions or proceedings (and any related losses, damages, or expenses) instituted by any person not a party to this Agreement challenging the validity of this Agreement only. This Section 10 shall constitute a separate agreement entered into concurrently, and if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by this Section, which shall survive such invalidation, nullification, or setting aside.

11. Ownership, Maintenance and Access to Records.

All records, documents and data created by CITY pursuant to this Agreement shall be considered the property of CITY. COMPANY'S access to or right to review such records shall be no greater than the right(s) of any other member of the general public, and no broader than that allowed under California law to private citizens.

12. Property and Equipment

All property and equipment purchased and/or used in relation to this Agreement by CITY shall be and remain the property of CITY.

13. Authorized Representatives.

Authorized representatives shall represent CITY and COMPANY in all matters pertaining to this Agreement, except where approval for the City is specifically required by the City Council. The CITY'S authorized representative is Brian Addington, Chief of Police. COMPANY'S authorized representative is _____.

14. Insurance.

The parties shall each be responsible for procuring whatever insurance they deem necessary under this Agreement, and neither party shall be deemed the insured of the other.

15. Choice of Laws.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

16. Non-Waiver.

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

17. Enforceability.

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and COMPANY shall, to the extent legally permissible, negotiate an equitable adjustment in the provisions of the Agreement with a view toward effecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement.

18. Integration.

The Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions with respect to the subject matter of this Agreement between COMPANY and CITY, whether oral or written.

19. Successors and Assigns.

CITY and COMPANY respectively, bind themselves, their successors, assigns, and legal representatives. COMPANY shall not assign or transfer any interest in the Agreement without the CITY'S prior written consent, which consent shall be in the CITY'S sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

20. Notices.

All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to the City's address as shown below, or such other places as CITY or COMPANY may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or upon personal delivery.

To CITY:

Brian Addington

Chief of Police
65 Civic Avenue
Pittsburg, CA 94565
Phone: (925) 252-4980
Fax: (925) 252-4111

To COMPANY

Sierra Pacific Properties
Attn:
1800 Willow Pass Court
Concord, CA 94520
Phone: (925)
Fax: (925)

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first written above.

SIERRA PACIFIC PROPERTIES, INC.

CITY OF PITTSBURG

By: _____
Name: _____
Title: _____
Address: _____

By: _____
Name: Joseph Sbranti
Title: City Manager
Address: 65 Civic Avenue
Pittsburg, CA 94565
Telephone: (925) 252-4980

Date: _____, 2018

Date: _____, 2018

APPROVED AS TO FORM:

City Attorney

Alice Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution authorizing the City Manager or his)
Designee to Execute an Agreement Between)
Sierra Pacific Properties, Inc. and the City of)
Pittsburg)

RESOLUTION NO. 18-

WHEREAS, The City of Pittsburg is experiencing thefts, crimes and other issues needing to be addressed, which have been occurring on an ongoing basis within the City; and

WHEREAS, Such crimes violate the Pittsburg Municipal Code and/or interfere with City's ability to meet its goals under State law and also have a negative impact on both commercial businesses, residential dwellings and the residents of the City; and

WHEREAS, Thefts and crimes have caused complaints to be raised from residents and businesses within the City concerning unlawful trespassing and public nuisances; and

WHEREAS, Sierra Pacific Properties, its owners and affiliated entities own and/or manage commercial, industrial and retail properties as well as own and/or manage multi-family residential buildings throughout the City; and

WHEREAS, Sierra Pacific Properties has voluntarily agreed to provide financial assistance to the City of Pittsburg, to be utilized by the Pittsburg Police Department, to benefit the Pittsburg community by combating and preventing thefts and crimes

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

Section 1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Authorization to Execute the Agreement between Sierra Pacific Properties, Inc. and the City of Pittsburg

The City Council hereby authorizes the City Manager or his/her designee to execute the Agreement between Seirra Pacific Properties, Inc. and the City of Pittsburg to reimburse the City the cost of assigning a Pittsburg Police Officer up to forth (40) hours per week preventing criminal incidences, enforcing other related laws, ordinance, or regulations within the City. Such agreements shall be substantially in the form attached hereto, with such changes as the City Manager determines are not materially detrimental to the City and which are approved as to form by the City Attorney.

Section 3. No Effect on Regular Law Enforcement Services.

No contract entered into pursuant to this Resolution shall reduce the normal and regular ongoing service that the Pittsburg Police Department provides to the residents of Pittsburg.

Section 4. Effective Date.

This Resolution shall take effect immediately upon its adoption.

Section 5. Certification.

The City Clerk shall certify the adoption of this Resolution.

Passed and Adopted by the City Council of the City of Pittsburg at a regular meeting on the 19th day of November 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine “Pete” Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

DATE: 11/9/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Approve the Handbook for City Advisory Bodies
MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

Working with an ad hoc committee of the City Council, the City Clerk and Commission liaison staff were tasked with review of the Handbook for City Advisory Bodies. Along with some ministerial corrections, the committee has determined a change in the dates for terms is in order to allow newly appointed Commissioners the opportunity for League of California Cities training nearer the start of their terms. A Code of Conduct section was also added as well as a section on use of electronic media during a meeting and Social Media protocol. Staff recommends approval of the revised handbook as a training and guidance document for members of the City's commissions.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council adopt the attached resolution to approve the revised handbook for City Advisory Bodies and authorize City staff to use it as a training document for volunteer commissioners and staff.

BACKGROUND

The City Council maintains several advisory bodies that provide information and assistance in addressing specific issues, facilitate community decision-making and serve as a conduit between citizens, City staff and the Council. Currently, these bodies include the Community Advisory Commission, Historic Resources Commission, Housing Authority, Pittsburg Planning Commission, Measure M Citizen Oversight Committee and Sister Cities Committee.

The roles and responsibilities of each advisory body are set forth in the Pittsburgh Municipal Code or by City Council resolution. From time to time, the City Council has adopted and revised bylaws governing the mission, purpose and procedures under which commissions perform their function.

For example, on January 18, 2011, the City Council adopted Resolution 11-11581 to adopt revised bylaws for its Community Advisory Commission.

In 2015, an ad hoc committee of the City Council worked with the City Clerk, City Attorney and Commission liaison staff to develop an informational handbook for volunteers appointed to these bodies.

SUBCOMMITTEE FINDINGS

An ad hoc committee of the City Council worked with the City Clerk, City Attorney and Commission liaison staff to review the current handbook.

STAFF ANALYSIS

Advisory bodies play an important role in City governance by assisting the City Council in addressing specific issues in detail and providing a conduit for information between the public and the City Council. The roles and responsibilities of each advisory body are set forth in the Pittsburgh Municipal Code, by City Council resolution and through various regulations and state laws.

In order to assist members of the public and the volunteers appointed to the advisory bodies in the performance of their duties, an ad hoc committee of the City Council worked closely with the City Clerk to create the handbook attached to this report as a reference for the basic protocols and procedures that must be followed. Best practices dictate a periodic review of material contained in the handbook.

The information in the handbook is designed to assist commissioners to develop an effective voice and have a satisfactory experience as a community volunteer. The handbook includes a list of advisory bodies and information on the purpose of each. The document also sets forth requirements for meeting times, attendance and eligibility for appointment to the commission.

Regular meeting protocols, rules of debate, decorum in meetings and guidelines for preparing motions and the role of the chair are also included, as is an explanation of the role and relationship between the advisory body and the City Council, the Staff, the City Clerk and the City Attorney. The handbook also includes the latest information available regarding The Ralph M. Brown Act Public Meetings Law, AB 1234 (Ethics Training) and AB1825 and AB1661 (Sexual Harassment and Education Training) compliance and Conflict of Interest rules.

The City Attorney, City Clerk and staff assigned to work most closely with the advisory bodies recommend approval of the handbook and request authorization to use it as a training and guidance document for members of the City's commissions.

Terms for current appointees will end with the second meeting of March 2019 and March 2020, respectively rather than June 2019 and June 2020.

A Code of Conduct section was added by the committee, as well as a section on use of electronic media during a meeting and Social Media protocol.

Adoption of an Ordinance amending Title 2 of the Pittsburg Municipal Code will be brought forward for Council approval following adoption of the revised handbook.

ATTACHMENTS: Resolution
Handbook - Redline
Handbook - Clean

Report Prepared By: Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approval of Handbook for City)
Advisory Bodies)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburgh maintains various advisory bodies that provide information and assistance in addressing specific issues, facilitate community decision-making and serve as a conduit between citizens, City staff and the Council; and,

WHEREAS, the advisory bodies are governed by the Pittsburgh Municipal Code, City Council Resolutions, bylaws, as well as requirements and protocols for public meetings and public officials set by state law and regulations; and,

WHEREAS, members of the advisory bodies, including commissions and ad hoc committees, commissioners are well served by a familiarity with the advisory body's foundational documents, such as bylaws, and with recent agendas, minutes and current City Council goals, as well as legal requirements related to their position; and,

WHEREAS, the public is best served by advisory bodies that are knowledgeable about their roles and responsibilities of their position; and,

WHEREAS, the City Council and City Clerk have developed a Handbook for City Advisory Bodies to assist them in the performance of their duties; and,

WHEREAS, an ad hoc committee was appointed to review the current handbook.

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 Handbook for City Advisory Bodies dated November 2018 is approved and the City Manager is directed to prepare updates to bylaws, procedures, ordinances Pittsburgh Municipal Code and other guidance documents, as appropriate, to reflect the policies and procedures in the handbook, and submit them for City Council consideration and adoption.

Section 3. The City Manager is authorized to update the handbook from time to time to maintain compliance with the Pittsburgh Municipal Code, state law, regulations and City resolutions affecting the protocols and procedures of the advisory bodies.

Section 4. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of November, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

City of Pittsburg

Handbook for City Advisory Bodies

Prepared by the City Clerk's Department

City of Pittsburg

November 2018

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Welcome and Orientation

Welcome and thank you for your willingness to serve as a member of a City of Pittsburgh advisory body. While the City Council sets the goals and priorities for the City and its Commissions, you play an important role in City governance by assisting the City Council in addressing specific issues in detail, lending professional expertise, facilitating community decision-making, and serving as a primary conduit between residents, City staff and departments, and the City Council.

The City of Pittsburgh has a varying number of advisory bodies, each with distinct responsibilities. As a new advisory body member, you should familiarize yourself with the documents governing your particular body: these may include City ordinances, City Council resolutions, advisory body bylaws, relevant element(s) of the General Plan, and other documents, all available from your staff liaison. Review of these documents will help you get a sense of what your responsibilities are and what they are not.

This Handbook is designed to serve as a reference for the basic protocols that apply generally to all City advisory bodies. Orientation is necessarily an active process. As a new member you may want to meet with the Chair of your advisory body to get a better sense of your role and the business of the body, as well as with the staff liaison assigned to the body. Along with familiarizing yourself with your advisory body's foundational documents, you may want to review agendas and minutes from recent meetings to see what current issues have been under consideration, as well as the advisory body's work program to familiarize yourself with current goals.

Learning your role and developing an effective voice takes time and familiarity. We hope this Handbook will assist you towards a satisfying and productive experience. Your participation is deeply appreciated by all around you – by the City Council, by City department staff, and by your community. The vitality and strength of our community is found in the willingness of people like you to serve.

By signing this Handbook, each Commissioner agrees to the terms hereof.

Advisory Bodies by Departments

<i>Advisory Body</i>	<i>Department</i>	<i>Date Established</i>
Community Advisory Commission	City Manager	1974
Historic Resources Commission	Planning	6/15/81
Housing Authority	Housing	1/1/67
Planning Commission	Planning	7/25/81
Measure M Citizens Oversight Committee	Finance	2/19/13
Sister Cities Committee	Economic Development	7/6/98

Introduction

Purpose for Advisory Bodies

Advisory bodies play an important role in City government by assisting and advising the City Council, the body that formulates policy. Advisory bodies develop recommendations and present supporting information to the City Council, based on the Council's annually adopted goals, policies and priorities for the following fiscal year. Certain advisory bodies have the authority to make final decisions; some decisions may be appealed to the City Council.

Boards and commissions are established by ordinance, while committees are usually established by a motion or resolution to address particular projects or specific areas of concern. Task forces generally are given a defined period of time to accomplish their tasks and are known as ad hoc committees.

Members of City boards and commissions serve at the pleasure of the City Council. Appointments may be terminated at any time, without cause.

How Appointments Are Made

Applications

Any resident interested in serving on an advisory body is invited to complete an application form and submit it to the City Clerk's Department. Applications remain on file for one year. When a vacancy occurs, it is publicized, and applications of persons interested in serving on the particular body are accepted. The applications will be forwarded to the City Council for action. Interviews are typically held prior to a Council Meeting with appointment made by the Council at the next consecutive meeting.

Pursuant to the Maddy Act, a list of the City's commissions and appointments is posted at City Hall each year by December 31 and updated as vacancies occur and appointments are made.

Eligibility Requirements/Qualifications

Applicants are required to be residents and qualified electors of the City of Pittsburg at the time of appointment and throughout their term to remain Commissioners. Applicants agree to the same background checks, and fingerprinting as applicable, as City employees, as a prerequisite to being appointed as a commissioner. Such information, including information from personal interviews, shall be considered as part of the appointment process. Upon appointment, all new members are sworn in by the City Clerk, or a deputized member of the City Clerk's Department.

For all boards, commissions, and committees, members are required to file annual Statements of Economic Interest (Form 700) with the City Clerk's Department. A Commissioner's failure to file the Form 700, after two notices from the City Clerk, shall be deemed a resignation from office. Each Commissioner shall also attend an AB 1234 training seminar within six months of appointment. Additional training may be required as directed by the City Council. Required travel will not extend outside of California.

Term of Office

Effective January 2019, Commission members' terms will begin and end on the second meeting in March of each year. This schedule will facilitate required training, particularly for Planning Commissioners, and will ensure all Commissions are on the same timetable. The City's target is for recruitment to begin in January after a newly re-organized Council seating, with interviews scheduled for the first meeting in March and seating of new Commissioners at the second meeting in March.

Unless otherwise specified, the term of office for members of boards, commissions, and committees is two years. The term of office for members of an ad hoc committee is generally for the life of the specific issue. Members of permanent advisory bodies shall not serve more than four consecutive two -year terms. According to City Council policy, members who have served six years or less at the time their terms expire are eligible for reappointment. After a member's third consecutive term expires, there must be at least a one-year break before that member may be appointed to the same advisory body. The City Council may reappoint members of boards, commissions, and committees to serve on other advisory bodies upon expiration of their current terms of office, or to the same commission if there are no other applicants or if the Council has already considered the current applicants and determined to reappoint an existing member whose term has exceeded the term limits.

A member of a board, commission or committee may not serve simultaneously on more than one City board, commission, or committee. However, a member of a task force or committee with a sunset date of less than thirteen (13) months in the future may also serve on another board, commission, committee, or task force. There are outside agency boards and commissions to which the City Council may appoint a current commissioner as the City's representative.

Authorizing Documents

The City Council approves the formation, composition, and responsibilities of all advisory bodies. Some advisory bodies, such as the Planning Commission, have responsibilities as delegated to it by the City Council under State law. All advisory bodies operate under Council control and direction and are responsible to the Council for compliance with the Council's annually adopted goals, policies and priorities for the following fiscal year, the Municipal Code, and the Brown Act.

Bylaws

Each advisory body's operations, procedures, and duties are established in adopted by-laws. Bylaws are reviewed by the City Attorney and approved by the City Council.

Use of Title

Members of an advisory body are referenced as "Commissioner," or, when appropriate, "Chair" or "Vice-Chair" during the performance of the duties related to the City body to which they have been appointed. Commissioners may use their title only for official City business, as approved by the governing body of which the Commissioner is a member. On occasion, members of the advisory body may be called on to represent the City of Pittsburgh in their

official capacity as a representative of the City Council that appointed them. However, it is never appropriate for members of any advisory body to adopt the title “Commissioner,” “Chair” or Vice-Chair” of the advisory body for use during the course of their private or personal business, such as signing communications with business contacts or being introduced at functions outside the City of Pittsburgh with the title “Commissioner,” “Chair” or Vice-Chair” before their name.

Resignation/Removal From Office

Commissioners serve at the will of the City Council Members. Appointments may be terminated by the City Council at any time, without cause. Please reference the following:

“Pittsburg Municipal Code Section 2.04.060 City Commissions – Appointment – Removal from office of city commissioners – Conduct of business of city commissions

“A. Commission appointments shall be made by the city council. Unless the appointment involves filling a vacancy, the term of a newly appointed commissioner shall begin on the second meeting of March each year. The city council may remove, at its pleasure, any commissioner during his/her term of office, by a majority vote of the city council.

“B. Commissioners who have reached their term limits, who resign or are removed from a commission by the city council must wait one year before seeking appointment to the same commission. The city council may adopt, by resolution, guidelines and requirements for the conduct of commission business.”

A board member or commissioner who resigns shall do so in writing by letter to the City Clerk.

Meeting Times

City advisory bodies meet on a regular basis, usually monthly or semi-monthly. All meetings are open to the public, including workshops and study sessions. The calling of a special meeting, or the cancellation of any regular meeting, must be coordinated between the Chair and staff, and shall be subject to legal notice under the Brown Act. Advisory body members must also be notified in advance of the canceling or scheduling of any meetings.

Meetings

No business is transacted without a quorum. A member who is unable to attend a meeting is responsible for notifying the Chair, the City Clerk, and staff liaison at the earliest possible time.

Chair and Vice Chair Election

Each advisory body elects a Chair and a Vice Chair annually, as specified in the bylaws.

Attendance

For advisory bodies to function effectively and accomplish their goals, all members must be active participants. This means all members must be present at all meetings. Any member who is absent for three consecutive regular meetings, without approval by way of formal action of the City Council, shall be deemed to have resigned his/her position on the advisory body. Additionally, any member who misses twenty five percent (25%) or more of the regular meetings in any twelve month period, without approval of the City Council by way of formal action, shall be deemed to have resigned his/her position on the advisory body. If a scheduled regular meeting is cancelled due to a lack of a quorum, any member who had previously notified the Chair, Clerk or staff liaison that he or she would be unable to attend the meeting, or is otherwise unavailable to attend the meeting, will be deemed absent from the meeting, despite the meeting's cancellation, for the purpose of this section.

If a member must leave a meeting early, the member should so advise the Commission chair and clerk as soon as possible and, preferably, before the meeting begins. If the member's early departure from the meeting results in the lack of a quorum, then the member's early departure shall count as an absence.

If a member will be late to a meeting, the member should endeavor to contact the Commission chair or clerk to provide that information. If a member arrives at a meeting more than thirty minutes after the scheduled time for the meeting to begin, the member's late arrival shall count as an absence.

Attending a meeting by video or teleconferencing shall be avoided unless there would otherwise be a lack of a quorum for matters that require a supermajority vote of the Commission. It is preferable that Commissioners not schedule vacations, out of town trips or business matters that would require the need for the additional noticing and electronic requirements of video or teleconferenced meetings.

Other

A complete listing of all City of Pittsburg advisory bodies, along with the meeting days, times, and locations, and the City department responsible for staffing, is available in the City Clerk's Department. The Local Appointive List is posted on the Public Noticing Boards at City Hall as required by the Maddy Act. Membership rosters are available in the City Clerk's Department, and are public record. Please notify advisory body staff promptly of any changes in your address or other personal information.

Code of Conduct

Board and Commission members should avoid impropriety in the exercise of their official duties. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the council, boards, or commissions, the public and staff.

Board and Commission members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Acting as if they were on official duty regardless of where they are or what they are doing.
- Avoiding personalizing issues by engaging in name-calling or personal invective, speaking in a derogatory or belittling manner towards those with whom one disagrees, whether they be colleagues or members of the public.
- Remembering that all board and commission members are representatives of the public, and as representatives and servants, should treat each other and those they represent consistent with such high principle.
- Using their best independent judgment to pursue the common good; presenting their opinions to all in a reasonable, forthright, consistent manner; and making decisions which will promote the general and long-term interests of the city and its citizens.
- Keeping an open mind and being able to consider the opinions and ideas of others, even when board and commission members disagree with those opinions.
- Listening to all testimony, and not reaching conclusions on issues until all interested parties have had an opportunity to express their position, or otherwise acting in a manner that would affect a party's right to a fair hearing.
- Showing respect for their offices and not acting in ways that reflect badly on those offices and diminish public respect for the office or the city.

Board and Commission members should be able to assert policy positions and opinions without fear of reprisal from fellow officials or citizens. Board and Commission members should not question the ethics of another member because they disagree with that member on a question of policy.

Meetings: Standard Meeting Protocol

Agenda Preparation and Posting

Agendas for advisory body meetings shall be prepared by staff in consultation with the Chair, following the standard agenda format approved by the City Council, and based on the Council's annually adopted goals, policies and priorities for the following fiscal year

The *Title* and *Recommendation* of each item on the agenda shall be descriptive and understandable to the public to conform to Brown Act requirements.

The posted agenda also shall indicate when opportunity is provided for members of the public to address the advisory body.

If an advisory body member or staff intends to bring up an item for discussion or action, the item must be included on the agenda. Members of advisory bodies may request that the Chair or staff place any item within the purview of the advisory body on a future agenda. However, as with the City Council meeting agenda, the City Manager makes the final decision as to what is, or is not, on the agenda.

Discussion or action on items that are not included in the posted agenda may only occur in very limited circumstances at a regular, not special, meeting. To discuss or act on an item not included in the posted agenda, an advisory body must:

- Determine that "the need to take action" arose after the agenda was posted, and that the action is required prior to the next meeting.

- Approve the determination by a vote of at least two-thirds of the members of the body or by a unanimous vote if less than two-thirds of the members are present.
- Move, second, and vote on the item once the determination is approved.
- Include that action in the meeting's minutes along with a brief explanation of the circumstances stating the need for action and the reason the need arose after posting the agenda.
- In general, if members or staff knew of the need to act before posting the agenda and if the item was not included for reasons of scheduling convenience or oversight, members may not determine that the need arose after the agenda was posted.

Information items placed on an agenda may not be acted upon at the meeting. Any member may, however, request that the information item be placed on a future agenda for action.

The agenda shall be posted at least 72 hours prior to any regular meeting in a place visible to the public, according to Brown Act regulations. A notice of adjournment shall be posted at the door of the meeting, within 24 hours of adjournment.

Staff will make every effort to post and distribute meeting agendas in a timely manner and in most cases well in advance of the 72 hour Brown Act requirements.

Staff shall maintain a record of the agenda and notice of adjournment posting.

Preparation for Meetings

- Be prepared. Thoroughly review the agenda packet, including agenda reports, and any other materials *before* the meeting. The issues that come before advisory bodies are important to the community as a whole and demand your consistent attention. In agreeing to serve on an advisory body, you make a commitment to put in the time required to prepare fully for each meeting.
- Understand what action you are being called on to take regarding each particular agenda item.
- If you have questions regarding the agenda or agenda report, contact the staff liaison before the meeting to clarify questions or request further information. This is preferable to you conducting your own independent research. Conducting independent research may result in your unintentionally obtaining incorrect or out-of-date materials. Using City staff allows you to utilize their years of training and knowledge of Citywide issues. Interaction with City staff should be respectful and professional; it should go through the Board secretary or the staff assigned to your Commission.
- Introducing substantive and/or substantial new information relating to an agenda item, not previously provided to staff in sufficient time for staff review, may result in continuance of that agenda item.

- Know the responsibilities of your advisory body, as well as the limitations of your individual authority. As a member of an advisory body you will be asked to provide recommendations to the City Council about specific issues. Keep in mind that your appointment does not empower you to direct or to supervise City staff.
- Keep an open mind. An objective, balanced, and receptive approach will help you assess the facts of a given issue, and evaluate new ideas. When receiving written and oral public testimony it will be necessary to discern between fact and opinion, as well as between those concerns which are relevant and those which are secondary to the issue at hand. Keeping an open mind will make it easier for you to understand all sides of an issue before you make a judgment or take a position. Expressing your opinion on a specific matter, prior to a meeting may result in your being disqualified from discussing or voting on that matter, due to pre-decisional bias.
- Minimize, or even avoid, contact with the project applicant or project opponents prior to the meeting where you will hear the matter in question. Such unilateral or “ex parte” communications is better handled by staff who is familiar with the issues and will publicly and fully brief the Commission at the appropriate time. Any ex parte communication should be disclosed when the Commission hears the matter.
- Strive to appreciate differences in approach and point of view. Diversity of ideas sustains a thoughtful dialogue and a vibrant community. Likewise, take care to articulate your own ideas: remember that your individual voice is a critical part of the whole dialogue. Again, furthering common goals takes cooperation, flexibility, and a broad-based view of the public interest. If in doubt, return to the foundational documents to guide your understanding of the complexities of an issue.
- If you are unsure about something *during* the meeting, ask for clarification. On behalf of the public, your understanding of issues is important. Each advisory body has a City staff liaison to provide information to assist the members throughout the decision-making process.

Rules of Debate

Chair

The Chair may debate and may second motions, but may not make a motion. The Chair is subject to the limitations of debate that are imposed on all members and, except for making motions, shall not be deprived of any of the rights and privileges of a member.

Advisory Body Members

Every advisory body member desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate. A member, once recognized, shall not be interrupted except according to rules of parliamentary procedure (e.g., for a point of order, parliamentary inquiry, question of privilege, or appeal of Chair’s procedural ruling).

Public meetings will proceed smoothly if all participants keep the following tenets in mind:

- (1) We may disagree, but we will be respectful of one another.
- (2) All comments will be directed to the issue at hand.
- (3) Personal attacks shall be avoided.

Addressing the Advisory Body from the Floor

Sign in sheets for attendance shall not be allowed unless statutorily required for a specific item (i.e. some HUD items).

Securing Permission to Speak

Any person desiring to address the advisory body shall first secure permission from the Chair. Any advisory body member may also request of the Chair that a member of the public be recognized to speak.

Remarks shall be directed to the matter being considered.

Individuals

Persons addressing the advisory body are encouraged, but not required, to fill out a speaker card, as well as stating their name in an audible tone of voice for the record. This is helpful for the Clerk recording the meeting. The time limit shall be as stated in the agenda, or as directed by the Chair.

All remarks shall be addressed to the advisory body as a whole and not to any individual member or to members of the audience. Without the permission of the Chair only members and the person addressing the advisory body shall be permitted to enter into any discussion. Each member of the public who wishes to speak should be allowed to do so without interruption by members of the advisory body. If one or more public speakers have questions, it is generally preferable for staff and/or the Chair to respond to such questions at the close of the public comment period. While an individual commissioner may at times have one or more questions for a person speaking under public comment, commissioners should minimize the questioning of persons speaking under public comments to avoid the appearance of debating that individual.

All remarks shall be delivered in a respectful manner.

Spokesperson for Group Presentations

Organized groups that wish to make a presentation longer than the time allowed for in the agenda should contact the advisory body staff prior to the meeting.

Addressing the Advisory Body after Motion Made

After a motion is made by the advisory body, no person shall address the advisory body except upon the request of the Chair, or a member of the advisory body through the Chair.

Decorum in Meetings

Proceedings

- Start meetings on time. Keep the agenda in mind in order to give each item the appropriate time.
- Announce at the start of a meeting if the order of agenda items is to be rearranged for convenience, for response to those attending only for certain items, or for better pacing of the agenda.
- Let the Chair run the meeting.
- Be fair, impartial, and respectful of the public, staff, and each other. Give your full attention when others speak.
- Learn to trust your own good judgment on decisions.
- Remember that people may be attending a meeting for the first time, and may be unfamiliar with your procedures. In your discussion, either avoid or explain technical terms or verbal shorthand, particularly acronyms.
- Listen to audience concerns. Do not engage in side conversations or otherwise be distracted during public testimony. The opportunity for public testimony is central to the strength of democracy, and is therefore encouraged. Active listening, however, does not mean engaging the public in debate. Your response or expression of your opinion on the matter is appropriately saved for after the public testimony is closed.
- Close the public testimony before you begin serious deliberation on an issue.
- Sometimes questions can most effectively focus discussion and direct decision-making. For example:

For staff:

- What is the history behind this item?
- What are the benefits and drawbacks?
- What other alternatives did you consider?

For other advisory body members:

- What do you think about this item?
- What have you heard from the residents?
- What is in the public interest?
- Who benefits from this decision? The applicant? The public? Both?
- What would it take for you to support this?

For the public (at a hearing):

- What are your concerns?
- How will this proposal affect you?
- What specific, constructive, alternatives can you recommend?

For yourself:

- What are we trying to accomplish?
 - What are the long-range interests of the community?
 - What guidance can be found in our foundational documents?
- Often you must balance multiple views, neither favoring nor ignoring one individual or group over another. Your obligation is to represent a broad-based view of the community's long-range interests.
 - Remember that your advisory body exists to take actions. It is not simply a discussion group or debating society.
 - Courteous and professional behavior from members of the advisory body is not only expected, it is required. As appointed representatives of the City Council, your ability to treat all who come before the body with respect, even those with whom you disagree, is an important part of your service.
 - Endeavor to end meetings at a reasonable hour. Short breaks may be helpful during long meetings. Extending the meeting beyond an appointed hour may be subjected to a vote when that hour nears. All meetings shall end by 10:00 pm, unless the Commission votes to extend the meeting past that time.

Use of electronic media during a meeting is limited to emergency purposes only. Commissioners are to avoid distractions from the subject matter of the meeting. There shall be no posting of comments on social media about the meeting during the meeting, and no monitoring of comments posted about the meeting during the meeting.

Role of Chair

The Chair shall preserve order and decorum at all meetings of the advisory body, announce advisory body decisions, and decide questions of order. The Chair is responsible for ensuring the effectiveness of the group process. A good Chair balances moving the discussion forward, involves all of the advisory body members and allows for adequate public participation. In the physical absence of the Chair, the Vice Chair shall act as presiding officer.

Responsibilities of Chair

- Ensure that the public understands the nature of the issue being discussed (for example, reason for discussion, process to be followed, opportunities for public input, timeline for decision).
- Keep discussion focused on the issue at hand.

- Endeavor to rearrange the agenda so that items with fewer public speakers will be heard before items with more public speakers.
- Generally, an applicant should only be allotted 15 minutes for its presentation. All other speakers shall have a maximum of three minutes. Speakers shall not be allowed to “give” their three minutes to another speaker.
- Solicit opinions from advisory body members before offering the opinion of the chair. Encourage evaluation of new, tentative, or incomplete ideas. Discourage overly dominant advisory body members from having disproportionate control over the discussion.
- Protect advisory body members, staff, the applicant, and the public from personal attacks.
- Provide structure for addressing complicated issues.
- For major items, delay analysis and action until the full range of alternatives is on the table.
- Attempt to reach decisions expeditiously on action items. At those times when action would be premature, guide discussion toward a timeline or framework for responsible action.

Preparing Motions

Advisory body meetings usually are conducted according to parliamentary procedure. The Chair directs the meeting, and his/her rulings must be followed unless they are overruled by the body.

When a member wishes to propose an action on a particular item on the posted agenda for the advisory body to consider, the member makes a motion. A motion goes through the following steps:

1. The member asks to be recognized by the Chair.
2. After being recognized by the member makes the motion: *“I move that we . . .”*
3. Another member seconds the motion: *“I second the motion.”*
4. The Chair restates the motion and asks for discussion on the motion.
5. When the Chair determines that there has been enough discussion, the debate may be closed with: *“I call the question.”* or *“Is there any further discussion?”*
6. If no one asks for permission to speak, the Chair then puts the question to a vote: *“All those in favor say ‘aye.’ All those opposed say ‘nay’.”* The Chair should restate the motion prior to the vote to ensure the motion is clearly understood by all. Any member may request a roll call vote on a motion.

7. After the vote, the Chair announces the decision: *“The motion carries unanimously,” “The motion carries four to three (list individually if requested),” or “The motion has failed.”*

Some common motions include:

- Delay consideration: *I move to continue the item until* (date specific, or date uncertain).
- End discussion – A motion to table an item is not subject to debate and must be voted on immediately.
- Close Debate: *I call for the question.*
- Limit or Extend Debate: *I move to limit or extend debate to...*
- Request More Study: *I move to refer this to staff or (committee) for further study.*
- Amend a Motion: *I move to amend by...* If the amendment is accepted by the maker and seconder of the main motion, then it’s considered a “friendly amendment” and no separate vote is required. If it is not accepted, then a separate vote to amend the main motion is required. The amendment must be voted on before the main motion.
- Adopt a Staff Recommendation: *I move to adopt staff’s recommendation to...*
- Deny Staff Recommendation: *I move to deny staff’s recommendation to...*
- Modify a Motion: *I move to adopt the recommendation with the following modifications...*

Properly phrasing a motion can be difficult and corrections may be necessary before it is acted upon. Until the Chair states the motion, the member making the motion may rephrase or withdraw it. Only motions that are voted on will appear in the minutes.

Members may wish to write out difficult motions. If a motion gets too complicated, call a recess and have staff assist with the wording.

It is best to avoid including more than one proposal in the same motion. This is especially important when advisory body members are likely to disagree.

Any member may ask the chair to divide a motion. If others do not object, the chair may proceed to treat each proposal as a separate motion.

Minutes

Minutes of meetings are vital records and are mandated by government code. By definition minutes provide “the record of actions taken.” Following City Council protocol, Commission minutes will be adopted as “Action” Minutes. In the rare instance that verbatim minutes are required for a particular item, reporting services are available. Workshops are generally for

discussion of matters, where no action is taken. Therefore, minutes typically are not taken of workshops.

Advisory Body Role and Relationships

Members of commissions, like others who are charged with conducting the public's business, must do so in the "public interest." Unlike a special interest, where a limited number of people would stand to benefit or profit, the public interest represents the maximum number of benefits flowing to society at large and not to selected individuals or groups. In the case of the Planning Commission, commissioners need to determine what constitutes the public interest as decisions are made on variances, conditional use permits, rezones and other matters.

The following pointers may help in keeping the public interest foremost in the decision-making process:

- Remember who the client is. It is not the applicant but the public at large and the interest which that public represents. It is not just the people in the meeting room, but all those who are at home, too. It is everyone that lives in the community and abides by the Planning Commission's decisions.
- The question of who benefits from the decision should be asked. Does the applicant benefit at the expense of the public? Does the public benefit? Both?
- The public interest includes the interest of all members of the community, not just the interests of selected members
- Decisions made in the public interest should consider, to the extent possible, future as well as current generations.

Council-Advisory Body Relationship

The primary purpose of all advisory bodies is to provide judicious advice to the City Council, the elected policy-making body of the City. The advisory body's role can include hearing public testimony on the Council's behalf, building community consensus for proposals or projects, reviewing written material, facilitating study of critical issues, guiding the implementation of new or regulating established programs, assessing the alternatives regarding issues of community concern, and ultimately forwarding recommendations to the Council for consideration. There are times when the advisory body's recommendation will not be sustained or will be modified by the City Council. It is important to recognize this not as a rejection of the integrity of the recommendation, but as an inevitable part of the process of community decision-making.

Throughout this process, the form and formality of the relationship between advisory body members and Councilmembers will vary. Some advisory body members will have regular contact with individual Councilmembers, while others may serve solely in the group context. This relationship will depend on your advisory body as much as on you and the Council. For example, there are times when the Chair may address the Council formally on behalf of the advisory body, and other times when an advisory body member may meet with a

Councilmember individually. At all times it is important to aim for clarity and mutual respect for the different responsibilities and roles.

In all cases, however, members of City commissions serve at the pleasure of the City Council. Appointments may be withdrawn at any time, without cause.

Staff-Advisory Body Relationship

The relationship of the advisory body and staff is an active, continuous, and nuanced one. Both advisory body and staff are motivated by the shared goal of furthering the City's best interests. Yet while the goal is shared, there are times when the approach and responsibility towards implementing the goal are significantly different. Some things that one body can do, the other cannot. Sometimes staff may wish to accomplish a specific goal, but due to the constraints of their employment, they may not readily be able to advance their ideas. Likewise, the advisory body recognizes obligations to fulfill larger objectives that staff, in their demanding workloads, may sometimes overlook. Because the distinctions in responsibility are not always explicit, cultivating a balanced understanding of your role is essential. The interaction need never be adversarial, but rather can promote respect for different perspectives, and appreciation for each other's strengths.

In the case of the Planning Commission for example, the Planning Manager or staff person may work for the Planning Commission but is not hired by the Planning Commission. The Planning Commission needs to understand that although the planner may serve as its staff by preparing findings and reports, the position is accountable to the Community Development Director, who is, in turn, accountable to the City Manager. It is within the Planning Commission's authority to seek information from the planner, to ask for recommendations on actions before the Planning Commission and to rely on the planner's ability to provide technical assistance and expert knowledge.

It is not within the Planning Commission's authority, however, to tell the planner to prepare a new General Plan or rewrite the zoning code. These kinds of major undertakings must be approved by the City Council, although the Planning Commission may recommend that the City Council direct staff to undertake a particular study.

In order to recognize the range of roles and responsibilities, some facts to remember are:

1. Know the reporting relationships. In the City of Pittsburg, the staff liaison reports directly to the department supervisor.
2. How is direction given? Can a study be directed to the staff from an advisory body or must it be given through an administrator or elected body?
3. How are staff proposals and recommendations handled? Staff strives to provide the advisory body with its best professional judgment, and this should be continuously encouraged.
4. How are disputes between advisory body members and the staff handled? Proper lines of communication should be established beforehand to deal with any problems. While minor miscommunications may occur from time to time, ongoing conflicts between staff and advisory body members shall be reported directly to the City

Manager as soon as possible. It is not appropriate for advisory board members to debate, argue or criticize staff in public or in private. Instead, conflicts should be discussed in a private setting with the City Manager or his/her designee present.

Staff Responsibilities

Important staff responsibilities include:

- Being informed about the latest developments in their field.
- Providing background and expressing professional opinions and views to the advisory body on important issues.
- Providing administrative support, including agenda preparation and minute taking at meetings.
- Maintaining a professional position on all topics.
- Assisting the advisory body to stay on track and focused.
- Interpreting City Council, City department, and relevant state, federal, actions and policies.
- Making sure the intent of the advisory body is not lost after a decision.
- Developing a positive rapport with the Chair and advisory body members.
- Alerting advisory body members of possible detrimental actions.
- Presenting advisory body recommendations to the City Council.

In the event that the recommendation of staff and the recommendation of the advisory body differ regarding a given issue, both recommendations should be presented to the City Council. Staff and the advisory body will decide together how to handle presentation of the alternatives to the Council. The format may vary. For example, both staff and the advisory body can each present a report. Or, staff can present both alternatives, with the advisory body Chair or chosen member delegate present to answer Council's questions. When there is a significant minority opinion, it can also be brought to the attention of the Council, either as a separate report, or as testimony from an advisory body member. Regardless of the approach chosen, every effort should be made by staff to include the approved advisory body minutes of the relevant meeting(s) as part of the Council agenda report.

City Clerk

The City Clerk is a resource for advisory bodies. The City Clerk's Department accepts and maintains applications, processes appointments, updates membership rosters, bylaws, informational booklets, and yearly attendance records. The City Clerk is also a resource with respect to the Brown Act, agenda processing, and meeting procedural questions. The City Clerk is the filing officer for Statements of Economic Interest, and any other required filings as identified by the City Council and by the State.

City Attorney

The City Attorney is a resource for understanding compliance with the Brown Act, for agenda legality issues, meeting process questions, and conflict of interest determinations. Members are encouraged to rely upon the City Attorney for legal analysis. The City Attorney's legal opinion shall be the primary source of legal expertise for the City's advisory bodies.

Legal Matters

The Brown Act

City of Pittsburg advisory bodies are subject to State law governing both meetings and records. The California law governing open meetings is found in the California Code, Government Code, and Sections 54950-54962. It is popularly referred to as "The Brown Act." The general intent is that advisory bodies act openly and that their records be open to the public.

Exemptions may exist and each body should orient new members on what, if any, exemptions exist for their meetings and records.

The full text of the Brown Act can be found on the internet at:

<http://caselaw.lp.findlaw.com/cacodes/gov/54950-54962.html>

Meeting Types

The Brown Act recognizes two types of meetings: regular meetings and special meetings. Regular meetings are held at the time and place specified in the bylaws or are meetings which have been "adjourned to" and are referred to as adjourned regular meetings. Special meetings may be held at a different time or place to discuss issues that cannot be accommodated on regular meeting agendas but must still comply with notice requirements.

Advisory body staff is responsible for identifying the type of meeting and posting all notices, including the agenda and notice of adjournment.

Regular Meetings

The Brown Act requires each legislative body to set the time for regular meetings by ordinance, resolution, bylaws, or whatever specifies the conduct of that body's business. Traditionally, this has been the bylaws of the legislative bodies. City Council approves all changes in bylaws, including the change of scheduled meeting dates and times.

Under City Council policy, meetings are generally held at City Hall or at other City facilities. Meetings may be held outside City facilities when City space is not available. Neighborhood meetings will be held outside City facilities.

The Brown Act generally requires boards and commissions to conduct public meetings. A “meeting” is considered to take place any time that a quorum of the advisory body gathers to discuss that body’s business; the Brown Act prohibits a quorum from meeting privately. To this end, the Brown Act specifically prohibits “any use of direct communication, personal intermediaries or technological devices . . . employed by a majority of the members of the legislative body to develop a collective concurrence as to action to be taken on an item by the members of the legislative body.” Hence the prohibition extends not only to personal contacts of the advisory body members among themselves outside the public meeting context, but also prohibits “serial” meetings whereby information is ultimately exchanged among a quorum of advisory body members whether or not simultaneously in one another’s presence.

Ex Parte Contacts

Ex parte is a Latin term that means “from or on one side only.” It is related to the Brown Act in that it deals with public officials being influenced outside the public forum without the benefit of hearing all sides of an issue. Contacts that occur away from the hearing are known as *ex parte* and can include telephone calls, informal meetings, lunches or even a casual encounter on a street corner. The essential element of *ex parte* contact is that someone with a direct interest in a decision before the Commission, such as an applicant, a representative of the applicant or an opponent of the applicant, is attempting to influence or secure a vote outside the public forum.

The following guidelines should be considered in dealing with *ex parte* contacts:

- If someone contacts a Planning Commissioner discuss an issue involving the rights of specific individuals or particular parcels of land, the Planning Commissioner should refrain from stating his/her position and invite the person to present their testimony before the whole Planning Commission.
- If someone persists in offering information but is unwilling to testify before the whole Planning Commission, tell the person to put the information on the record, preferably by sending a letter to City staff.
- Written information on a pending Planning Commission action should be sent to staff for review and/or inclusion in the Planning Commission packets.
- If you make a site visit with or without the applicant, disclose that fact on the record before the meeting begins.
- If you have *ex parte* contact with a member of the public, applicant or interested party, disclose that fact on the record before the meeting begins.

Above all, commissioners should use common sense and good judgment when dealing with applicants and other interested parties outside a public forum.

E-mail Communications Between Advisory Body Members

Because e-mail communications can ultimately lead to the exchange of information intended to, or which may, create collective concurrence among a quorum of advisory body members, e-mail communications between advisory body members relative to advisory

body business should be avoided. While three members of a seven-member board, for example, may appropriately communicate with one another by way of e-mail, the “forwarding” of such an e-mail message on to a fourth member would result in a Brown Act violation.

Ethics Training, AB 1234 Training, and Other Training Requirements

Each Member shall receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service. New Members must receive this training within their first six months of service on a Commission. An individual who serves on multiple legislative bodies need only receive two hours of ethics training every two years to satisfy this requirement for all applicable public service positions. The City may develop its own ethics training course or use an outside provider. If the City develops its own ethics training, the City must consult with the Fair Political Practices Commission and the State Attorney General. The City shall maintain all records relating to a Members’ ethics training for at least five years. These documents are public records subject to disclosure. (Resolution No. 06-10462 and 09-11310) Failure to obtain this training within the specified time period and present a certificate of completion to the City Clerk shall be deemed to be resigned from office.

Each Planning Commission member shall attend biennial training by the Planning Manager, or designee, and by the City Attorney, relating to CEQA, land use, and related issues. A newly appointed member shall attend such training within six months of appointment.

Planning Commission members shall attend the League of California Cities Planning Commissioner Training as needed.

Adjournment or Continuance

A legislative body may adjourn or continue any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the adjournment or continuance notice. A copy of the adjournment or continuance notice shall be conspicuously posted on or near the door where the meeting was held within twenty-four (24) hours after the time of adjournment or continuance. If the matter is continued to a time less than twenty-four (24) hours after the adjournment, a copy of the continuance notice shall be posted immediately following the meeting that was continued.

Subcommittees

Standing Committees

A standing committee is defined as a body that shall exist more than six months made up of less than a quorum of an advisory body with a specific charge. Council must approve the establishment of a standing committee, and standing committees must meet the requirements of the Brown Act, including notice and posting of agendas.

“Less-Than-a-Quorum, Ad-Hoc Committee Exception”

Most boards, commissions, committees, and task forces can create ad-hoc committees consisting of less than a quorum of their members to deal with specific issues. Such ad-hoc

committees are not required to comply with the notice and open meeting requirements of the Brown Act if they exist for less than six months. This is often referred to as the “less-than-a-quorum exception.”

The “less-than-a-quorum exception” generally does not apply when two or more advisory bodies each appoint less than a quorum of their members to meet on a particular subject and develop a joint recommendation.

Appeals

Any person who believes that a final action of an advisory body has been taken in error may appeal that decision to the City Council. Appeals must be in writing, setting forth the nature of the action and the basis upon which the action is considered to be in error, and addressed to the City Council in care of the City Clerk.

Planning Commission appeals must be received by the City Clerk within ten (10) calendar days following the date of the action from which such appeal is being taken. Appeals must be accompanied by the filing fee determined by the City’s most current fee schedule.

Conflict of Interest

General

Advisory body members may be required by the City’s Conflict of Interest Code to declare personal financial information by filing a Statement of Economic Interest (Form 700). Upon appointment, the City Clerk shall provide the advisory body member with the documents necessary for filing. Planning Commissioners are subject to full disclosure (ref. GC Section 87200).

Recusing Yourself

The City of Pittsburg has adopted a Conflict of Interest Code. No person shall make or participate in a government decision which he or she knows, or has reason to know, will have a reasonably foreseeable material financial effect distinguishable from its effect on the public generally.

The City Attorney is available to help advisory body members decide if they should declare a disqualification on any issue, and again, the City Attorney will provide guidance in determining whether an advisory body member should disqualify him/herself from acting on the item. In these instances, members should recuse themselves from a vote using the phrase, “. . . to *avoid the appearance of impropriety*” and explain fully the reason for the recusal. The member must not only disqualify himself/herself from voting, but must also refrain from participating in any debate on the matter. To accomplish this, the member must leave the room after announcing the reason for the recusal. By law, the minutes of that meeting must state the reason for the recusal.

As a resident, a member recusing him or herself may participate in the proceedings. Again, the City Attorney can advise.

Communications with the Public Outside of Meetings

Members of those advisory bodies which act in quasi-judicial capacity (i.e., review permit applications or hear appeals) may be prohibited from communicating about certain agenda items with members of the public outside of public meetings. Members of these advisory bodies should consult their respective advisory body bylaws to ascertain whether such a prohibition exists.

Social Media

Commissioners should exercise caution when using social media, and refrain from posting City business, including personal comments posted using your title in the signature, on Facebook, Twitter, YouTube, SnapChat, Next Door, etc. Remember, once something is out on the internet and in cyberspace, it cannot be retrieved and a retraction may go unnoticed. Social media posts are not City-approved press releases unless posted on staff controlled media.

Outside of meetings, commissioners must avoid making comments that amount to bias in violation of an applicant's due process rights. For example, a commissioner is not to announce an opinion on a quasi-judicial matter that will come to the commission for a decision in the future, such as a decision on a use permit, and instead keep an open mind.

Advisory Body Jurisdiction

The role of an advisory body member is different from that of a private resident in that ideas expressed and decisions made must be supported by those documents which guide our city. An individual advisory body member is not simply present to voice a personal opinion, but is responsible to exercise discretion within the limitations of the General Plan and the other relevant guiding documents. In other words, the advisory body member offers a citizen's interpretation of the values, goals, and procedures defined by, and bases decisions on, these underlying principles and documents.

It should be noted that, when an advisory body completes its actions on a specific matter of application before it, the advisory body no longer has jurisdiction as to that matter. For example, if the Planning Commission approves a use permit application, then the Planning Commission has completed its action on that use permit application and no longer has jurisdiction over it. If the Planning Commission wished to modify the use permit, it could only do so by an individual appealing the Planning Commission's decision.

While all of the advisory bodies are responsible to further the goals of the General Plan, other specific guidance for each body may be different:

- **Planning Commission:** Implements the goals of the General Plan; interprets and applies the Zoning Ordinance (Title 18 of the Pittsburg Municipal Code) and the Subdivision Ordinance (Title 17); reviews projects and land use plans for compliance with the General Plan, with the California Environmental Quality Act (CEQA), with the Local Coastal Program as incorporated in the General Plan, and with specific area plans, including BART Specific Plan, and the Railroad Avenue Corridor; considers and recommends revisions to the General Plan and the Zoning Ordinance.

- Historic Resources Commission: Implements the Resource Conservation Element of the General Plan (Section 9.5 – Historical and Cultural Resources; interprets and applies section 18.36.220(C) of Pittsburg Municipal Code; reviews permits for compliance with the California Environmental Quality Act (CEQA) as relative to historic and cultural resources; applies the Secretary of Interior Standards for rehabilitation of historic buildings; refers to State Historic Preservation Office (SHPO) resources as needed; provides recommendations regarding proposed legislation that has impact on local historic resources, including specific area plans; and oversees the updating of the Historic Building Survey.
- Community Advisory Commission: The Community Advisory Commission (CAC) is an advisory body appointed by the City Council to provide information concerning quality of life issues for Pittsburg residents. The CAC also reviews and provides input to the City Council, including recommendations and suggested policies on issues of public interest, traffic and recreation issues. The CAC also provides input to the City Council regarding the general direction and emphasis of the park, recreation and arts needs of the city, including recommendations for reasonable standards and policies for park and recreation facilities development, programs and facility use. The CAC also assigns three members of the City's Measure M Citizen Advisory Committee, and participates in the Community Development Block Grant (CDBG) program and selection of recipients.
- Measure M Citizens Oversight Committee: This committee was formed after passage of Measure P, an interim sales tax increase and was a condition of passage of the Measure. The committee will sunset when the Measure does.
- Sister Cities Committee: Governed by their bylaws, approved by the City Council, and by the bylaws and other regulatory documents of Sister Cities International.

Handbook and revisions adoptions:

June 15, 2015, Resolution No. 15-13052A

April 4, 2016, Resolution No. 16-13173

November 19, 2018, Resolution No. 18-

ACKNOWLEDGEMENT

I, _____, have received and read this Handbook for City Advisory Bodies and agree to all terms herein.

(Signature)

(Date)

Please return this page to the City Clerk's Office, 65 Civic Avenue, Pittsburg, CA. If you have any questions, please contact the staff member assigned to your Commission.

City of Pittsburg

Handbook for City Advisory Bodies

Prepared by the City Clerk's Department

City of Pittsburg

November 19, 2018

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Welcome and Orientation

Welcome and thank you for your willingness to serve as a member of a City of Pittsburgh advisory body. While the City Council sets the goals and priorities for the City and its Commissions, you play an important role in City governance by assisting the City Council in addressing specific issues in detail, lending professional expertise, facilitating community decision-making, and serving as a primary conduit between residents, City staff and departments, and the City Council.

The City of Pittsburgh has a varying number of advisory bodies, each with distinct responsibilities. As a new advisory body member, you should familiarize yourself with the documents governing your particular body: these may include City ordinances, City Council resolutions, advisory body bylaws, relevant element(s) of the General Plan, and other documents, all available from your staff liaison. Review of these documents will help you get a sense of what your responsibilities are and what they are not.

This Handbook is designed to serve as a reference for the basic protocols that apply generally to all City advisory bodies. Orientation is necessarily an active process. As a new member you may want to meet with the Chair of your advisory body to get a better sense of your role and the business of the body, as well as with the staff liaison assigned to the body. Along with familiarizing yourself with your advisory body's foundational documents, you may want to review agendas and minutes from recent meetings to see what current issues have been under consideration, as well as the advisory body's work program to familiarize yourself with current goals.

Learning your role and developing an effective voice takes time and familiarity. We hope this Handbook will assist you towards a satisfying and productive experience. Your participation is deeply appreciated by all around you – by the City Council, by City department staff, and by your community. The vitality and strength of our community is found in the willingness of people like you to serve.

By signing this Handbook, each Commissioner agrees to the terms hereof.

Advisory Bodies by Departments

<i>Advisory Body</i>	<i>Department</i>	<i>Date Established</i>
Community Advisory Commission	City Manager	1974
Historic Resources Commission	Planning	6/15/81
Housing Authority	Housing	1/1/67
Planning Commission	Planning	7/25/81
Measure M Citizens Oversight Committee	Finance	2/19/13
Sister Cities Committee	Economic Development	7/6/98

Introduction

Purpose for Advisory Bodies

Advisory bodies play an important role in City government by assisting and advising the City Council, the body that formulates policy. Advisory bodies develop recommendations and present supporting information to the City Council, based on the Council's annually adopted goals, policies and priorities for the following fiscal year. Certain advisory bodies have the authority to make final decisions; some decisions may be appealed to the City Council.

Boards and commissions are established by ordinance, while committees are usually established by a motion or resolution to address particular projects or specific areas of concern. Task forces generally are given a defined period of time to accomplish their tasks and are known as ad hoc committees.

Members of City boards and commissions serve at the pleasure of the City Council. Appointments may be terminated at any time, without cause.

How Appointments Are Made

Applications

Any resident interested in serving on an advisory body is invited to complete an application form and submit it to the City Clerk's Department. Applications remain on file for one year. When a vacancy occurs, it is publicized, and applications of persons interested in serving on the particular body are accepted. The applications will be forwarded to the City Council for action. Interviews are typically held prior to a Council Meeting with appointment made by the Council at the next consecutive meeting.

Pursuant to the Maddy Act, a list of the City's commissions and appointments is posted at City Hall each year by December 31 and updated as vacancies occur and appointments are made.

Eligibility Requirements/Qualifications

Applicants are required to be residents and qualified electors of the City of Pittsburg at the time of appointment and throughout their term to remain Commissioners. Applicants agree to the same background checks, and fingerprinting as applicable, as City employees, as a prerequisite to being appointed as a commissioner. Such information, including information from personal interviews, shall be considered as part of the appointment process. Upon appointment, all new members are sworn in by the City Clerk, or a deputized member of the City Clerk's Department.

For all boards, commissions, and committees, members are required to file annual Statements of Economic Interest (Form 700) with the City Clerk's Department. A Commissioner's failure to file the Form 700, after two notices from the City Clerk, shall be deemed a resignation from office. Each Commissioner shall also attend an AB 1234 training seminar within six months of appointment. Additional training may be required as directed by the City Council. Required travel will not extend outside of California.

Term of Office

Effective January 2019, Commission members' terms will begin and end on the second meeting in March of each year. This schedule will facilitate required training, particularly for Planning Commissioners, and will ensure all Commissions are on the same timetable. The City's target is for recruitment to begin in January after a newly re-organized Council seating, with interviews scheduled for the first meeting in March and seating of new Commissioners at the second meeting in March.

Unless otherwise specified, the term of office for members of boards, commissions, and committees is two years. The term of office for members of an ad hoc committee is generally for the life of the specific issue. Members of permanent advisory bodies shall not serve more than four consecutive two -year terms. According to City Council policy, members who have served six years or less at the time their terms expire are eligible for reappointment. After a member's third consecutive term expires, there must be at least a one-year break before that member may be appointed to the same advisory body. The City Council may reappoint members of boards, commissions, and committees to serve on other advisory bodies upon expiration of their current terms of office, or to the same commission if there are no other applicants or if the Council has already considered the current applicants and determined to reappoint an existing member whose term has exceeded the term limits.

A member of a board, commission or committee may not serve simultaneously on more than one City board, commission, or committee. However, a member of a task force or committee with a sunset date of less than thirteen (13) months in the future may also serve on another board, commission, committee, or task force. There are outside agency boards and commissions to which the City Council may appoint a current commissioner as the City's representative.

Authorizing Documents

The City Council approves the formation, composition, and responsibilities of all advisory bodies. Some advisory bodies, such as the Planning Commission, have responsibilities as delegated to it by the City Council under State law. All advisory bodies operate under Council control and direction and are responsible to the Council for compliance with the Council's annually adopted goals, policies and priorities for the following fiscal year, the Municipal Code, and the Brown Act.

Bylaws

Each advisory body's operations, procedures, and duties are established in adopted by-laws. Bylaws are reviewed by the City Attorney and approved by the City Council.

Use of Title

Members of an advisory body are referenced as "Commissioner," or, when appropriate, "Chair" or "Vice-Chair" during the performance of the duties related to the City body to which they have been appointed. Commissioners may use their title only for official City business, as approved by the governing body of which the Commissioner is a member. On occasion, members of the advisory body may be called on to represent the City of Pittsburgh in their official capacity as a representative of the City Council that appointed them. However, it is

never appropriate for members of any advisory body to adopt the title “Commissioner,”: “Chair” or Vice-Chair” of the advisory body for use during the course of their private or personal business, such as signing communications with business contacts or being introduced at functions outside the City of Pittsburgh with the title “Commissioner,” “Chair” or Vice-Chair” before their name.

Resignation/Removal From Office

Commissioners serve at the will of the City Council Members. Appointments may be terminated by the City Council at any time, without cause. Please reference the following:

“Pittsburg Municipal Code Section 2.04.060 City Commissions – Appointment – Removal from office of city commissioners – Conduct of business of city commissions

“A. Commission appointments shall be made by the city council. Unless the appointment involves filling a vacancy, the term of a newly appointed commissioner shall begin on the second meeting of March each year. The city council may remove, at its pleasure, any commissioner during his/her term of office, by a majority vote of the city council.

“B. Commissioners who have reached their term limits, who resign or are removed from a commission by the city council must wait one year before seeking appointment to the same commission. The city council may adopt, by resolution, guidelines and requirements for the conduct of commission business.”

A board member or commissioner who resigns shall do so in writing by letter to the City Clerk.

Meeting Times

City advisory bodies meet on a regular basis, usually monthly or semi-monthly. All meetings are open to the public, including workshops and study sessions. The calling of a special meeting, or the cancellation of any regular meeting, must be coordinated between the Chair and staff, and shall be subject to legal notice under the Brown Act. Advisory body members must also be notified in advance of the canceling or scheduling of any meetings.

Meetings

No business is transacted without a quorum. A member who is unable to attend a meeting is responsible for notifying the Chair, the City Clerk, and staff liaison at the earliest possible time.

Chair and Vice Chair Election

Each advisory body elects a Chair and a Vice Chair annually, as specified in the bylaws.

Attendance

For advisory bodies to function effectively and accomplish their goals, all members must be active participants. This means all members must be present at all meetings. Any member who is absent for three consecutive regular meetings, without approval by way of formal

action of the City Council, shall be deemed to have resigned his/her position on the advisory body. Additionally, any member who misses twenty five percent (25%) or more of the regular meetings in any twelve-month period, without approval of the City Council by way of formal action, shall be deemed to have resigned his/her position on the advisory body. If a scheduled regular meeting is cancelled due to a lack of a quorum, any member who had previously notified the Chair, Clerk or staff liaison that he or she would be unable to attend the meeting, or is otherwise unavailable to attend the meeting, will be deemed absent from the meeting, despite the meeting's cancellation, for the purpose of this section.

If a member must leave a meeting early, the member should so advise the Commission chair and clerk as soon as possible and, preferably, before the meeting begins. If the member's early departure from the meeting results in the lack of a quorum, then the member's early departure shall count as an absence.

If a member will be late to a meeting, the member should endeavor to contact the Commission chair or clerk to provide that information. If a member arrives at a meeting more than thirty minutes after the scheduled time for the meeting to begin, the member's late arrival shall count as an absence.

Attending a meeting by video or teleconferencing shall be avoided unless there would otherwise be a lack of a quorum for matters that require a supermajority vote of the Commission. It is preferable that Commissioners not schedule vacations, out of town trips or business matters that would require the need for the additional noticing and electronic requirements of video or teleconferenced meetings.

Other

A complete listing of all City of Pittsburg advisory bodies, along with the meeting days, times, and locations, and the City department responsible for staffing, is available in the City Clerk's Department. The Local Appointive List is posted on the Public Noticing Boards at City Hall as required by the Maddy Act. Membership rosters are available in the City Clerk's Department and are public record. Please notify advisory body staff promptly of any changes in your address or other personal information.

Code of Conduct

Board and Commission members should avoid impropriety in the exercise of their official duties. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the council, boards, or commissions, the public and staff.

Board and Commission members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Acting as if they were on official duty regardless of where they are or what they are doing.

- Avoiding personalizing issues by engaging in name-calling or personal invective, speaking in a derogatory or belittling manner towards those with whom one disagrees, whether they be colleagues or members of the public.
- Remembering that all board and commission members are representatives of the public, and as representatives and servants, should treat each other and those they represent consistent with such high principle.
- Using their best independent judgment to pursue the common good; presenting their opinions to all in a reasonable, forthright, consistent manner; and making decisions which will promote the general and long-term interests of the city and its citizens.
- Keeping an open mind and being able to consider the opinions and ideas of others, even when board and commission members disagree with those opinions.
- Listening to all testimony, and not reaching conclusions on issues until all interested parties have had an opportunity to express their position, or otherwise acting in a manner that would affect a party's right to a fair hearing.
- Showing respect for their offices and not acting in ways that reflect badly on those offices and diminish public respect for the office or the city.

Board and Commission members should be able to assert policy positions and opinions without fear of reprisal from fellow officials or citizens. Board and Commission members should not question the ethics of another member because they disagree with that member on a question of policy.

Meetings: Standard Meeting Protocol

Agenda Preparation and Posting

Agendas for advisory body meetings shall be prepared by staff in consultation with the Chair, following the standard agenda format approved by the City Council, and based on the Council's annually adopted goals, policies and priorities for the following fiscal year

The *Title* and *Recommendation* of each item on the agenda shall be descriptive and understandable to the public to conform to Brown Act requirements.

The posted agenda also shall indicate when opportunity is provided for members of the public to address the advisory body.

If an advisory body member or staff intends to bring up an item for discussion or action, the item must be included on the agenda. Members of advisory bodies may request that the Chair or staff place any item within the purview of the advisory body on a future agenda. However, as with the City Council meeting agenda, the City Manager makes the final decision as to what is, or is not, on the agenda.

Discussion or action on items that are not included in the posted agenda may only occur in very limited circumstances at a regular, not special, meeting. To discuss or act on an item not included in the posted agenda, an advisory body must:

- Determine that "the need to take action" arose after the agenda was posted, and that the action is required prior to the next meeting.

- Approve the determination by a vote of at least two-thirds of the members of the body or by a unanimous vote if less than two-thirds of the members are present.
- Move, second, and vote on the item once the determination is approved.
- Include that action in the meeting's minutes along with a brief explanation of the circumstances stating the need for action and the reason the need arose after posting the agenda.
- In general, if members or staff knew of the need to act before posting the agenda and if the item was not included for reasons of scheduling convenience or oversight, members may not determine that the need arose after the agenda was posted.

Information items placed on an agenda may not be acted upon at the meeting. Any member may, however, request that the information item be placed on a future agenda for action.

The agenda shall be posted at least 72 hours prior to any regular meeting in a place visible to the public, according to Brown Act regulations. A notice of adjournment shall be posted at the door of the meeting, within 24 hours of adjournment.

Staff will make every effort to post and distribute meeting agendas in a timely manner and in most cases well in advance of the 72 hour Brown Act requirements.

Staff shall maintain a record of the agenda and notice of adjournment posting.

Preparation for Meetings

- Be prepared. Thoroughly review the agenda packet, including agenda reports, and any other materials *before* the meeting. The issues that come before advisory bodies are important to the community as a whole and demand your consistent attention. In agreeing to serve on an advisory body, you make a commitment to put in the time required to prepare fully for each meeting.
- Understand what action you are being called on to take regarding each particular agenda item.
- If you have questions regarding the agenda or agenda report, contact the staff liaison before the meeting to clarify questions or request further information. This is preferable to you conducting your own independent research. Conducting independent research may result in your unintentionally obtaining incorrect or out-of-date materials. Using City staff allows you to utilize their years of training and knowledge of Citywide issues. Interaction with City staff should be respectful and professional; it should go through the Board secretary or the staff assigned to your Commission.
- Introducing substantive and/or substantial new information relating to an agenda item, not previously provided to staff in sufficient time for staff review, may result in continuance of that agenda item.

- Know the responsibilities of your advisory body, as well as the limitations of your individual authority. As a member of an advisory body you will be asked to provide recommendations to the City Council about specific issues. Keep in mind that your appointment does not empower you to direct or to supervise City staff.
- Keep an open mind. An objective, balanced, and receptive approach will help you assess the facts of a given issue, and evaluate new ideas. When receiving written and oral public testimony it will be necessary to discern between fact and opinion, as well as between those concerns which are relevant and those which are secondary to the issue at hand. Keeping an open mind will make it easier for you to understand all sides of an issue before you make a judgment or take a position. Expressing your opinion on a specific matter, prior to a meeting may result in your being disqualified from discussing or voting on that matter, due to pre-decisional bias.
- Minimize, or even avoid, contact with the project applicant or project opponents prior to the meeting where you will hear the matter in question. Such unilateral or “ex parte” communication is better handled by staff who is familiar with the issues and will publicly and fully brief the Commission at the appropriate time. Any ex parte communication should be disclosed when the Commission hears the matter.
- Strive to appreciate differences in approach and point of view. Diversity of ideas sustains a thoughtful dialogue and a vibrant community. Likewise, take care to articulate your own ideas: remember that your individual voice is a critical part of the whole dialogue. Again, furthering common goals takes cooperation, flexibility, and a broad-based view of the public interest. If in doubt, return to the foundational documents to guide your understanding of the complexities of an issue.
- If you are unsure about something *during* the meeting, ask for clarification. On behalf of the public, your understanding of issues is important. Each advisory body has a City staff liaison to provide information to assist the members throughout the decision-making process.

Rules of Debate

Chair

The Chair may debate and may second motions, but may not make a motion. The Chair is subject to the limitations of debate that are imposed on all members and, except for making motions, shall not be deprived of any of the rights and privileges of a member.

Advisory Body Members

Every advisory body member desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate. A member, once recognized, shall not be interrupted except according to rules of parliamentary procedure (e.g., for a point of order, parliamentary inquiry, question of privilege, or appeal of Chair’s procedural ruling).

Public meetings will proceed smoothly if all participants keep the following tenets in mind:

- (1) We may disagree, but we will be respectful of one another.
- (2) All comments will be directed to the issue at hand.
- (3) Personal attacks shall be avoided.

Addressing the Advisory Body from the Floor

Sign in sheets for attendance shall not be allowed unless statutorily required for a specific item (i.e. some HUD items).

Securing Permission to Speak

Any person desiring to address the advisory body shall first secure permission from the Chair. Any advisory body member may also request of the Chair that a member of the public be recognized to speak.

Remarks shall be directed to the matter being considered.

Individuals

Persons addressing the advisory body are encouraged, but not required, to fill out a speaker card, as well as stating their name in an audible tone of voice for the record. This is helpful for the Clerk recording the meeting. The time limit shall be as stated in the agenda, or as directed by the Chair.

All remarks shall be addressed to the advisory body as a whole and not to any individual member or to members of the audience. Without the permission of the Chair only members and the person addressing the advisory body shall be permitted to enter into any discussion. Each member of the public who wishes to speak should be allowed to do so without interruption by members of the advisory body. If one or more public speakers have questions, it is generally preferable for staff and/or the Chair to respond to such questions at the close of the public comment period. While an individual commissioner may at times have one or more questions for a person speaking under public comment, commissioners should minimize the questioning of persons speaking under public comments to avoid the appearance of debating that individual.

All remarks shall be delivered in a respectful manner.

Spokesperson for Group Presentations

Organized groups that wish to make a presentation longer than the time allowed for in the agenda should contact the advisory body staff prior to the meeting.

Addressing the Advisory Body after Motion Made

After a motion is made by the advisory body, no person shall address the advisory body except upon the request of the Chair, or a member of the advisory body through the Chair.

Decorum in Meetings

Proceedings

- Start meetings on time. Keep the agenda in mind in order to give each item the appropriate time.
- Announce at the start of a meeting if the order of agenda items is to be rearranged for convenience, for response to those attending only for certain items, or for better pacing of the agenda.
- Let the Chair run the meeting.
- Be fair, impartial, and respectful of the public, staff, and each other. Give your full attention when others speak.
- Learn to trust your own good judgment on decisions.
- Remember that people may be attending a meeting for the first time, and may be unfamiliar with your procedures. In your discussion, either avoid or explain technical terms or verbal shorthand, particularly acronyms.
- Listen to audience concerns. Do not engage in side conversations or otherwise be distracted during public testimony. The opportunity for public testimony is central to the strength of democracy, and is therefore encouraged. Active listening, however, does not mean engaging the public in debate. Your response or expression of your opinion on the matter is appropriately saved for after the public testimony is closed.
- Close the public testimony before you begin serious deliberation on an issue.
- Sometimes questions can most effectively focus discussion and direct decision-making. For example:
For staff:

- What is the history behind this item?
- What are the benefits and drawbacks?
- What other alternatives did you consider?

For other advisory body members:

- What do you think about this item?
- What have you heard from the residents?
- What is in the public interest?
- Who benefits from this decision? The applicant? The public? Both?
- What would it take for you to support this?

For the public (at a hearing):

- What are your concerns?
- How will this proposal affect you?

- What specific, constructive, alternatives can you recommend?

For yourself:

- What are we trying to accomplish?
 - What are the long-range interests of the community?
 - What guidance can be found in our foundational documents?
- Often you must balance multiple views, neither favoring nor ignoring one individual or group over another. Your obligation is to represent a broad-based view of the community's long-range interests.
 - Remember that your advisory body exists to take actions. It is not simply a discussion group or debating society.
 - Courteous and professional behavior from members of the advisory body is not only expected, it is required. As appointed representatives of the City Council, your ability to treat all who come before the body with respect, even those with whom you disagree, is an important part of your service.
 - Endeavor to end meetings at a reasonable hour. Short breaks may be helpful during long meetings. Extending the meeting beyond an appointed hour may be subjected to a vote when that hour nears. All meetings shall end by 10:00 pm, unless the Commission votes to extend the meeting past that time.

Use of electronic media during a meeting is limited to emergency purposes only. Commissioners are to avoid distractions from the subject matter of the meeting. There shall be no posting of comments on social media about the meeting during the meeting, and no monitoring of comments posted about the meeting during the meeting.

Role of Chair

The Chair shall preserve order and decorum at all meetings of the advisory body, announce advisory body decisions, and decide questions of order. The Chair is responsible for ensuring the effectiveness of the group process. A good Chair balances moving the discussion forward, involves all of the advisory body members and allows for adequate public participation. In the physical absence of the Chair, the Vice Chair shall act as presiding officer.

Responsibilities of Chair

- Ensure that the public understands the nature of the issue being discussed (for example, reason for discussion, process to be followed, opportunities for public input, timeline for decision).
- Keep discussion focused on the issue at hand.
- Endeavor to rearrange the agenda so that items with fewer public speakers will be heard before items with more public speakers.

- Generally, an applicant should only be allotted 15 minutes for its presentation. All other speakers shall have a maximum of three minutes. Speakers shall not be allowed to “give” their three minutes to another speaker.
- Solicit opinions from advisory body members before offering the opinion of the chair. Encourage evaluation of new, tentative, or incomplete ideas. Discourage overly dominant advisory body members from having disproportionate control over the discussion.
- Protect advisory body members, staff, the applicant, and the public from personal attacks.
- Provide structure for addressing complicated issues.
- For major items, delay analysis and action until the full range of alternatives is on the table.
- Attempt to reach decisions expeditiously on action items. At those times when action would be premature, guide discussion toward a timeline or framework for responsible action.

Preparing Motions

Advisory body meetings usually are conducted according to parliamentary procedure. The Chair directs the meeting, and his/her rulings must be followed unless they are overruled by the body.

When a member wishes to propose an action on a particular item on the posted agenda for the advisory body to consider, the member makes a motion. A motion goes through the following steps:

1. The member asks to be recognized by the Chair.
2. After being recognized by the member makes the motion: *“I move that we . . .”*
3. Another member seconds the motion: *“I second the motion.”*
4. The Chair restates the motion and asks for discussion on the motion.
5. When the Chair determines that there has been enough discussion, the debate may be closed with: *“I call the question.”* or *“Is there any further discussion?”*
6. If no one asks for permission to speak, the Chair then puts the question to a vote: *“All those in favor say ‘aye.’ All those opposed say ‘nay’.”* The Chair should restate the motion prior to the vote to ensure the motion is clearly understood by all. Any member may request a roll call vote on a motion.
7. After the vote, the Chair announces the decision: *“The motion carries unanimously,” “The motion carries four to three (list individually if requested),”* or *“The motion has failed.”*

Some common motions include:

- Delay consideration: *I move to continue the item until* (date specific, or date uncertain).
- End discussion – A motion to table an item is not subject to debate and must be voted on immediately.
- Close Debate: *I call for the question.*
- Limit or Extend Debate: *I move to limit or extend debate to...*
- Request More Study: *I move to refer this to staff or (committee) for further study.*
- Amend a Motion: *I move to amend by...* If the amendment is accepted by the maker and seconder of the main motion, then it's considered a "friendly amendment" and no separate vote is required. If it is not accepted, then a separate vote to amend the main motion is required. The amendment must be voted on before the main motion.
- Adopt a Staff Recommendation: *I move to adopt staff's recommendation to...*
- Deny Staff Recommendation: *I move to deny staff's recommendation to...*
- Modify a Motion: *I move to adopt the recommendation with the following modifications...*

Properly phrasing a motion can be difficult and corrections may be necessary before it is acted upon. Until the Chair states the motion, the member making the motion may rephrase or withdraw it. Only motions that are voted on will appear in the minutes.

Members may wish to write out difficult motions. If a motion gets too complicated, call a recess and have staff assist with the wording.

It is best to avoid including more than one proposal in the same motion. This is especially important when advisory body members are likely to disagree.

Any member may ask the chair to divide a motion. If others do not object, the chair may proceed to treat each proposal as a separate motion.

Minutes

Minutes of meetings are vital records and are mandated by government code. By definition minutes provide "the record of actions taken." Following City Council protocol, Commission minutes will be adopted as "Action" Minutes. In the rare instance that verbatim minutes are required for a particular item, reporting services are available. Workshops are generally for discussion of matters, where no action is taken. Therefore, minutes typically are not taken of workshops.

Advisory Body Role and Relationships

Members of commissions, like others who are charged with conducting the public's business, must do so in the "public interest." Unlike a special interest, where a limited number of people would stand to benefit or profit, the public interest represents the maximum number of benefits flowing to society at large and not to selected individuals or groups. In the case of the Planning Commission, commissioners need to determine what constitutes the public interest as decisions are made on variances, conditional use permits, rezones and other matters.

The following pointers may help in keeping the public interest foremost in the decision-making process:

- Remember who the client is. It is not the applicant but the public at large and the interest which that public represents. It is not just the people in the meeting room, but all those who are at home, too. It is everyone that lives in the community and abides by the Planning Commission's decisions.
- The question of who benefits from the decision should be asked. Does the applicant benefit at the expense of the public? Does the public benefit? Both?
- The public interest includes the interest of all members of the community, not just the interests of selected members
- Decisions made in the public interest should consider, to the extent possible, future as well as current generations.

Council-Advisory Body Relationship

The primary purpose of all advisory bodies is to provide judicious advice to the City Council, the elected policy-making body of the City. The advisory body's role can include hearing public testimony on the Council's behalf, building community consensus for proposals or projects, reviewing written material, facilitating study of critical issues, guiding the implementation of new or regulating established programs, assessing the alternatives regarding issues of community concern, and ultimately forwarding recommendations to the Council for consideration. There are times when the advisory body's recommendation will not be sustained or will be modified by the City Council. It is important to recognize this not as a rejection of the integrity of the recommendation, but as an inevitable part of the process of community decision-making.

Throughout this process, the form and formality of the relationship between advisory body members and Councilmembers will vary. Some advisory body members will have regular contact with individual Councilmembers, while others may serve solely in the group context. This relationship will depend on your advisory body as much as on you and the Council. For example, there are times when the Chair may address the Council formally on behalf of the advisory body, and other times when an advisory body member may meet with a Councilmember individually. At all times it is important to aim for clarity and mutual respect for the different responsibilities and roles.

In all cases, however, members of City commissions serve at the pleasure of the City Council. Appointments may be withdrawn at any time, without cause.

Staff-Advisory Body Relationship

The relationship of the advisory body and staff is an active, continuous, and nuanced one. Both advisory body and staff are motivated by the shared goal of furthering the City's best interests. Yet while the goal is shared, there are times when the approach and responsibility towards implementing the goal are significantly different. Some things that one body can do, the other cannot. Sometimes staff may wish to accomplish a specific goal, but due to the constraints of their employment, they may not readily be able to advance their ideas. Likewise, the advisory body recognizes obligations to fulfill larger objectives that staff, in their demanding workloads, may sometimes overlook. Because the distinctions in responsibility are not always explicit, cultivating a balanced understanding of your role is essential. The interaction need never be adversarial, but rather can promote respect for different perspectives, and appreciation for each other's strengths.

In the case of the Planning Commission for example, the Planning Manager or staff person may work for the Planning Commission but is not hired by the Planning Commission. The Planning Commission needs to understand that although the planner may serve as its staff by preparing findings and reports, the position is accountable to the Community Development Director, who is, in turn, accountable to the City Manager. It is within the Planning Commission's authority to seek information from the planner, to ask for recommendations on actions before the Planning Commission and to rely on the planner's ability to provide technical assistance and expert knowledge.

It is not within the Planning Commission's authority, however, to tell the planner to prepare a new General Plan or rewrite the zoning code. These kinds of major undertakings must be approved by the City Council, although the Planning Commission may recommend that the City Council direct staff to undertake a particular study.

In order to recognize the range of roles and responsibilities, some facts to remember are:

1. Know the reporting relationships. In the City of Pittsburgh, the staff liaison reports directly to the department supervisor.
2. How is direction given? Can a study be directed to the staff from an advisory body or must it be given through an administrator or elected body?
3. How are staff proposals and recommendations handled? Staff strives to provide the advisory body with its best professional judgment, and this should be continuously encouraged.
4. How are disputes between advisory body members and the staff handled? Proper lines of communication should be established beforehand to deal with any problems. While minor miscommunications may occur from time to time, ongoing conflicts between staff and advisory body members shall be reported directly to the City Manager as soon as possible. It is not appropriate for advisory board members to debate, argue or criticize staff in public or in private. Instead, conflicts should be discussed in a private setting with the City Manager or his/her designee present.

Staff Responsibilities

Important staff responsibilities include:

- Being informed about the latest developments in their field.
- Providing background and expressing professional opinions and views to the advisory body on important issues.
- Providing administrative support, including agenda preparation and minute taking at meetings.
- Maintaining a professional position on all topics.
- Assisting the advisory body to stay on track and focused.
- Interpreting City Council, City department, and relevant state, federal, actions and policies.
- Making sure the intent of the advisory body is not lost after a decision.
- Developing a positive rapport with the Chair and advisory body members.
- Alerting advisory body members of possible detrimental actions.
- Presenting advisory body recommendations to the City Council.

In the event that the recommendation of staff and the recommendation of the advisory body differ regarding a given issue, both recommendations should be presented to the City Council. Staff and the advisory body will decide together how to handle presentation of the alternatives to the Council. The format may vary. For example, both staff and the advisory body can each present a report. Or, staff can present both alternatives, with the advisory body Chair or chosen member delegate present to answer Council's questions. When there is a significant minority opinion, it can also be brought to the attention of the Council, either as a separate report, or as testimony from an advisory body member. Regardless of the approach chosen, every effort should be made by staff to include the approved advisory body minutes of the relevant meeting(s) as part of the Council agenda report.

City Clerk

The City Clerk is a resource for advisory bodies. The City Clerk's Department accepts and maintains applications, processes appointments, updates membership rosters, bylaws, informational booklets, and yearly attendance records. The City Clerk is also a resource with respect to the Brown Act, agenda processing, and meeting procedural questions. The City Clerk is the filing officer for Statements of Economic Interest, and any other required filings as identified by the City Council and by the State.

City Attorney

The City Attorney is a resource for understanding compliance with the Brown Act, for

agenda legality issues, meeting process questions, and conflict of interest determinations. Members are encouraged to rely upon the City Attorney for legal analysis. The City Attorney's legal opinion shall be the primary source of legal expertise for the City's advisory bodies.

Legal Matters

The Brown Act

City of Pittsburg advisory bodies are subject to State law governing both meetings and records. The California law governing open meetings is found in the California Code, Government Code, and Sections 54950-54962. It is popularly referred to as "The Brown Act." The general intent is that advisory bodies act openly and that their records be open to the public.

Exemptions may exist and each body should orient new members on what, if any, exemptions exist for their meetings and records.

The full text of the Brown Act can be found on the internet at:

<http://caselaw.lp.findlaw.com/cacodes/gov/54950-54962.html>

Meeting Types

The Brown Act recognizes two types of meetings: regular meetings and special meetings. Regular meetings are held at the time and place specified in the bylaws or are meetings which have been "adjourned to" and are referred to as adjourned regular meetings. Special meetings may be held at a different time or place to discuss issues that cannot be accommodated on regular meeting agendas but must still comply with notice requirements.

Advisory body staff is responsible for identifying the type of meeting and posting all notices, including the agenda and notice of adjournment.

Regular Meetings

The Brown Act requires each legislative body to set the time for regular meetings by ordinance, resolution, bylaws, or whatever specifies the conduct of that body's business. Traditionally, this has been the bylaws of the legislative bodies. City Council approves all changes in bylaws, including the change of scheduled meeting dates and times.

Under City Council policy, meetings are generally held at City Hall or at other City facilities. Meetings may be held outside City facilities when City space is not available. Neighborhood meetings will be held outside City facilities.

The Brown Act generally requires boards and commissions to conduct public meetings. A "meeting" is considered to take place any time that a quorum of the advisory body gathers to discuss that body's business; the Brown Act prohibits a quorum from meeting privately. To this end, the Brown Act specifically prohibits "any use of direct communication, personal intermediaries or technological devices . . . employed by a majority of the members of the legislative body to develop a collective concurrence as to action to be taken on an item by

the members of the legislative body.” Hence the prohibition extends not only to personal contacts of the advisory body members among themselves outside the public meeting context, but also prohibits “serial” meetings whereby information is ultimately exchanged among a quorum of advisory body members whether or not simultaneously in one another’s presence.

Ex Parte Contacts

Ex parte is a Latin term that means “from or on one side only.” It is related to the Brown Act in that it deals with public officials being influenced outside the public forum without the benefit of hearing all sides of an issue. Contacts that occur away from the hearing are known as *ex parte* and can include telephone calls, informal meetings, lunches or even a casual encounter on a street corner. The essential element of *ex parte* contact is that someone with a direct interest in a decision before the Commission, such as an applicant, a representative of the applicant or an opponent of the applicant, is attempting to influence or secure a vote outside the public forum.

The following guidelines should be considered in dealing with *ex parte* contacts:

- If someone contacts a Planning Commissioner discuss an issue involving the rights of specific individuals or particular parcels of land, the Planning Commissioner should refrain from stating his/her position and invite the person to present their testimony before the whole Planning Commission.
- If someone persists in offering information but is unwilling to testify before the whole Planning Commission, tell the person to put the information on the record, preferably by sending a letter to City staff.
- Written information on a pending Planning Commission action should be sent to staff for review and/or inclusion in the Planning Commission packets.
- If you make a site visit with or without the applicant, disclose that fact on the record before the meeting begins.
- If you have *ex parte* contact with a member of the public, applicant or interested party, disclose that fact on the record before the meeting begins.

Above all, commissioners should use common sense and good judgment when dealing with applicants and other interested parties outside a public forum.

E-mail Communications Between Advisory Body Members

Because e-mail communications can ultimately lead to the exchange of information intended to, or which may, create collective concurrence among a quorum of advisory body members, e-mail communications between advisory body members relative to advisory body business should be avoided. While three members of a seven-member board, for example, may appropriately communicate with one another by way of e-mail, the “forwarding” of such an e-mail message on to a fourth member would result in a Brown Act violation.

Ethics Training, AB 1234 Training, and Other Training Requirements

Each Member shall receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service. New Members must receive this training within their first six months of service on a Commission. An individual who serves on multiple legislative bodies need only receive two hours of ethics training every two years to satisfy this requirement for all applicable public service positions. The City may develop its own ethics training course or use an outside provider. If the City develops its own ethics training, the City must consult with the Fair Political Practices Commission and the State Attorney General. The City shall maintain all records relating to a Members' ethics training for at least five years. These documents are public records subject to disclosure. (Resolution No. 06-10462 and 09-11310) Failure to obtain this training within the specified time period and present a certificate of completion to the City Clerk shall be deemed to be resigned from office.

Each Planning Commission member shall attend biennial training by the Planning Manager, or designee, and by the City Attorney, relating to CEQA, land use, and related issues. A newly appointed member shall attend such training within six months of appointment.

Planning Commission members shall attend the League of California Cities Planning Commissioner Training as needed.

Adjournment or Continuance

A legislative body may adjourn or continue any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the adjournment or continuance notice. A copy of the adjournment or continuance notice shall be conspicuously posted on or near the door where the meeting was held within twenty-four (24) hours after the time of adjournment or continuance. If the matter is continued to a time less than twenty-four (24) hours after the adjournment, a copy of the continuance notice shall be posted immediately following the meeting that was continued.

Subcommittees

Standing Committees

A standing committee is defined as a body that shall exist more than six months made up of less than a quorum of an advisory body with a specific charge. Council must approve the establishment of a standing committee, and standing committees must meet the requirements of the Brown Act, including notice and posting of agendas.

“Less-Than-a-Quorum, Ad-Hoc Committee Exception”

Most boards, commissions, committees, and task forces can create ad-hoc committees consisting of less than a quorum of their members to deal with specific issues. Such ad-hoc committees are not required to comply with the notice and open meeting requirements of the Brown Act if they exist for less than six months. This is often referred to as the “less-than-a-quorum exception.”

The “less-than-a-quorum exception” generally does not apply when two or more advisory bodies each appoint less than a quorum of their members to meet on a particular subject and develop a joint recommendation.

Appeals

Any person who believes that a final action of an advisory body has been taken in error may appeal that decision to the City Council. Appeals must be in writing, setting forth the nature of the action and the basis upon which the action is considered to be in error, and addressed to the City Council in care of the City Clerk.

Planning Commission appeals must be received by the City Clerk within ten (10) calendar days following the date of the action from which such appeal is being taken. Appeals must be accompanied by the filing fee determined by the City’s most current fee schedule.

Conflict of Interest

General

Advisory body members may be required by the City’s Conflict of Interest Code to declare personal financial information by filing a Statement of Economic Interest (Form 700). Upon appointment, the City Clerk shall provide the advisory body member with the documents necessary for filing. Planning Commissioners are subject to full disclosure (ref. GC Section 87200).

Recusing Yourself

The City of Pittsburg has adopted a Conflict of Interest Code. No person shall make or participate in a government decision which he or she knows, or has reason to know, will have a reasonably foreseeable material financial effect distinguishable from its effect on the public generally.

The City Attorney is available to help advisory body members decide if they should declare a disqualification on any issue, and again, the City Attorney will provide guidance in determining whether an advisory body member should disqualify him/herself from acting on the item. In these instances, members should recuse themselves from a vote using the phrase, “. . . to avoid the appearance of impropriety” and explain fully the reason for the recusal. The member must not only disqualify himself/herself from voting, but must also refrain from participating in any debate on the matter. To accomplish this, the member must leave the room after announcing the reason for the recusal. By law, the minutes of that meeting must state the reason for the recusal.

As a resident, a member recusing him or herself may participate in the proceedings. Again, the City Attorney can advise.

Communications with the Public Outside of Meetings

Members of those advisory bodies which act in quasi-judicial capacity (i.e., review permit applications or hear appeals) may be prohibited from communicating about certain agenda items with members of the public outside of public meetings. Members of these advisory

bodies should consult their respective advisory body bylaws to ascertain whether such a prohibition exists.

Social Media

Commissioners should exercise caution when using social media, and refrain from posting City business, including personal comments posted using your title in the signature, on Facebook, Twitter, YouTube, SnapChat, Next Door, etc. Remember, once something is out on the internet and in cyberspace, it cannot be retrieved and a retraction may go unnoticed. Social media posts are not City-approved press releases unless posted on staff-controlled media.

Outside of meetings, commissioners must avoid making comments that amount to bias in violation of an applicant's due process rights. For example, a commissioner is not to announce an opinion on a quasi-judicial matter that will come to the commission for a decision in the future, such as a decision on a use permit, and instead keep an open mind.

Advisory Body Jurisdiction

The role of an advisory body member is different from that of a private resident in that ideas expressed and decisions made must be supported by those documents which guide our city. An individual advisory body member is not simply present to voice a personal opinion, but is responsible to exercise discretion within the limitations of the General Plan and the other relevant guiding documents. In other words, the advisory body member offers a citizen's interpretation of the values, goals, and procedures defined by, and bases decisions on, these underlying principles and documents.

It should be noted that, when an advisory body completes its actions on a specific matter of application before it, the advisory body no longer has jurisdiction as to that matter. For example, if the Planning Commission approves a use permit application, then the Planning Commission has completed its action on that use permit application and no longer has jurisdiction over it. If the Planning Commission wished to modify the use permit, it could only do so by an individual appealing the Planning Commission's decision.

While all of the advisory bodies are responsible to further the goals of the General Plan, other specific guidance for each body may be different:

- **Planning Commission:** Implements the goals of the General Plan; interprets and applies the Zoning Ordinance (Title 18 of the Pittsburg Municipal Code) and the Subdivision Ordinance (Title 17); reviews projects and land use plans for compliance with the General Plan, with the California Environmental Quality Act (CEQA), with the Local Coastal Program as incorporated in the General Plan, and with specific area plans, including BART Specific Plan, and the Railroad Avenue Corridor; considers and recommends revisions to the General Plan and the Zoning Ordinance.
- **Historic Resources Commission:** Implements the Resource Conservation Element of the General Plan (Section 9.5 – Historical and Cultural Resources; interprets and applies section 18.36.220(C) of Pittsburg Municipal Code; reviews permits for compliance with the California Environmental Quality Act (CEQA) as relative to historic and cultural resources; applies the Secretary of Interior Standards for rehabilitation of historic buildings; refers to

State Historic Preservation Office (SHPO) resources as needed; provides recommendations regarding proposed legislation that has impact on local historic resources, including specific area plans; and oversees the updating of the Historic Building Survey.

- **Community Advisory Commission:** The Community Advisory Commission (CAC) is an advisory body appointed by the City Council to provide information concerning quality of life issues for Pittsburg residents. The CAC also reviews and provides input to the City Council, including recommendations and suggested policies on issues of public interest, traffic and recreation issues. The CAC also provides input to the City Council regarding the general direction and emphasis of the park, recreation and arts needs of the city, including recommendations for reasonable standards and policies for park and recreation facilities development, programs and facility use. The CAC also assigns three members of the City's Measure M Citizen Advisory Committee, and participates in the Community Development Block Grant (CDBG) program and selection of recipients.
- **Measure M Citizens Oversight Committee:** This committee was formed after passage of Measure P, an interim sales tax increase and was a condition of passage of the Measure. The committee will sunset when the Measure does.
- **Sister Cities Committee:** Governed by their bylaws, approved by the City Council, and by the bylaws and other regulatory documents of Sister Cities International.

Handbook and revisions adoptions:

June 15, 2015, Resolution No. 15-13052A

April 4, 2016, Resolution No. 16-13173

November 19, 2018, Resolution No. 18-

ACKNOWLEDGEMENT

I, _____, have received and read this Handbook for City Advisory Bodies and agree to all terms herein.

(Signature)

(Date)

Please return this page to the City Clerk's Office, 65 Civic Avenue, Pittsburg, CA. If you have any questions, please contact the staff member assigned to your Commission.



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

DATE: 11/9/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Awarding a Professional Services Agreement to Granicus for Website Design and Services

MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

The City Manager has requested improvement, updating and reconstruction of the City's website. Pursuant to the results of a request for proposal for a redesign of the City's website, the City wishes to enter into a contract with Granicus for these services.

FISCAL IMPACT

The total cost for the redesign and annual maintenance of the website will be \$97,729, which will be billed evenly over the next five fiscal years at \$19,546 per year. The cost of the redesign and maintenance of a new version of the City's website has been budgeted in the current FY 2018-19 budget and no additional funds are being requested for the current year. Future budgets will incorporate the annual cost into the budgets.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving the Professional Services Agreement with Granicus to redesign and maintain the City's website.

BACKGROUND

In order to improve and reconstruct the City's website in a timely manner, staff felt it was important to have a comprehensive and integrated approach to this work effort. As our current website provider, Granicus is well qualified to do this work and is the most responsive to the City's needs.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

As technology becomes an even more integral part of our daily lives, the demand for an up-to-date website that incorporates mobile applications, social media connections, and current web features is needed to enable the residents and businesses to interact with the City through our website and mobile applications available.

In order to provide the most compressive website, the City issued a request for proposal (RFP) on Friday, June 29, 2018 and required final proposals be submitted on Friday, August 10, 2018 at 2 p.m. The City received 17 bids, of which three (3) were submitted late, four (4) failed to submit required documents, leaving ten (10) proposals eligible for consideration. The remaining ten (10) proposals were then sorted based upon total overall costs to narrow the review to the four (4) lowest cost proposals.

The final four firms each submitted three (3) reference sites for consideration. Eleven staff members were asked to evaluate the reference sites based upon the following criteria using a 0-5 scale, 5 being the highest:

- Ability to find forms
- Ability to navigate
- Agendas & Meetings
- Appearance
- Contact the City
- eNews Sign up
- Events/Calendar
- FAQs
- Job Openings/Applications
- Layout on mobile devices (tablets/phones)
- News
- Online services/payments
- RFP/Bidding Opportunities
- Site Search
- Social Media Integration
- Translation feature (Spanish/Other languages)
- Widescreen Layout for desktops

Additionally, the City's IT Consultant performed a technical evaluation on each of the final four proposals.

Following is a summary of the total points awarded by reviewers and the technical ranking.

Company	Website Review Points	Technical Ranking
Granicus	166.65	Tied for 1st
Civic Plus	149.90	Tied for 1st
Digital Deploy	135.05	3rd
Ataskio	58.85	4th

Based upon the above rankings for Granicus and Civic Plus, both were invited to present their vision and demonstrate the capacities of their website platform and review their plan to design and implement a newly redesigned website for the City based upon the RFP. After

the presentations, both firms provided the City with access to a test site for further evaluation. Staff further reviewed the test sites.

Upon review of scores received, discussion with the interviewers and IT consultants, staff is recommending Granicus as the firm to redesign and maintain the City's website for the next five years. While not the lowest bidder for this project, the price is reasonable based upon the market and is justified due to Granicus will provide, 1. the City with the opportunity to expand to additional websites without additional costs, 2. better support hours than the other vendors, 3. no page restrictions compared to other vendors, 4. offering track changes for reviewers to make editing pages easier, and 5. providing partial word or phrase search features on their website. In addition Granicus has substantial experience managing over 1500 City websites.

Approval of this agreement will assure fulfillment of the City's immediate and ongoing need for a reliable website as well as assist the City to meet both Council's goals to, 1. Increase efficiency of City Operations and Services while 2. Improving the Quality of Life for Pittsburgh Residents. The website will help the City to realize the full benefit of its investment in information technology and deliver quality information and City services to the public through our City website. Under their proposal, Granicus using the Vision platform will redesign our website and will train city staff from all departments to manage the flow of information and timelines. After reconstruction of the website, the IT group will continue to oversee the management of the new website.

ATTACHMENTS: Resolution
Contract
Request for Proposal – Website Design
Website Design, Development and Hosting Proposal – Granicus
Website RFP Results

Report Prepared By: Brad Farmer, Finance Director

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Awarding a Professional)
Services Contract for Website Design)
And Services)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City Manager has requested improvement, updating and reconstruction of the City's website; and

WHEREAS, pursuant to their current contract for website services, the City wishes to enter into a contract with Granicus for these services; and

WHEREAS, funding for this project was approved in the 2018-19 Fiscal Year adopted City Budget.

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

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City set forth below.

Section 2. Authorization and Direction

Adopt the staff recommendation and adopt the attached resolution approving the Professional Services Agreement for Granicus.

Section 3. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 19th day of November 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
[NAME OF CONSULTANT]
(Standard Agreement)**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and Granicus ("Consultant") (together referred to as the "Parties") as of December 1, 2018 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2023 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed ninety seven thousand seven hundred twenty nine dollars (\$97,729), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60-day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

- 4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

\$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any

applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and

will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily

suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

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

Consultant : Granicus
222 N Sepulveda Blvd., Suite 1500
El Segundo, CA 90245

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

- 10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”

- 10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

CONSULTANT

Joe Sbranti, City Manager

[NAME, TITLE]

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Please see Request for Proposal Issued June 29, 2018

EXHIBIT B
COMPENSATION SCHEDULE

Total compensation for contract will be \$97,729. Contract amount will be divided evenly over the five (5) year contract or \$19,546 per year upon billing from Contractor.

See Proposal and pricing clarification email attached.

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.

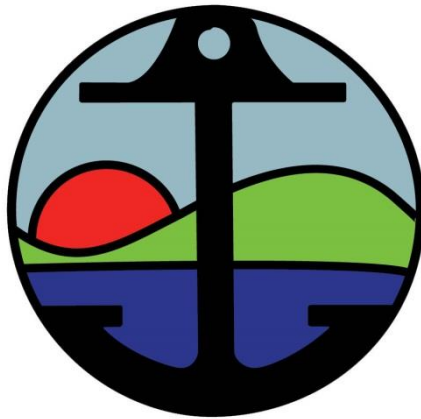
CONSULTANT

By: _____

Title: _____

2784980.1

Request for Proposals For Website Redesign



**Prepared by:
The City of Pittsburgh
IT and Finance Departments
Brad Farmer, Finance Director**

**Posted: Friday, June 29, 2018
Proposals Due: Friday, August 10, 2018 no later than
2:00pm**

**City of Pittsburgh
65 Civic Avenue
Pittsburg, CA 94565**

REQUEST FOR PROPOSAL FOR WEBSITE REDESIGN

BID INFORMATION

Title: Request for Proposal for Website Redesign
Contact: Brad Farmer, Finance Director
Phone: (925) 252-4848
Email: bfarmer@ci.pittsburg.ca.us

TIMELINE FOR SUBMISSION AND EVALUATION

June 29, 2018	Issue RFP
July 20, 2018	Questions
July 27, 2018	Responses to Questions
August 10, 2018	Proposals due by 2:00 p.m.
August 24, 2018	Evaluation of Proposals/Interviews (tentative)
September 17, 2018	Approval of Contract by City Council (tentative)

SUBMISSION INSTRUCTIONS

Submit Proposals To: Rhonda Caldwell
City of Pittsburg
65 Civic Ave
Pittsburg, CA 94565

Format: Please mail four (4) printed copies including one (1) signed original and submit one (1) electronic copy including a completed Exhibit A-5 in the original excel format. Faxed or emailed submissions will not be considered.

Deadline: August 10, 2018 at 2:00 p.m.

REP CONTENTS

Section I & II	Introduction and Background
Section III	Proposal Process
Section IV	Proposal Requirements
Section V	Evaluation of Proposals
Section VI	Proposal Submittal Summary
Section 3.6	References
Exhibit A-3	Sample Professional Services Agreement
Exhibit A-5	Pricing Model
	Complete all tabs.
Exhibit A-6	City of Pittsburg Website Survey Results

Introduction & Background I & II

I. INTRODUCTION

The City of Pittsburg (City) is seeking proposals from qualified Vendors to provide a redesign of the City's current website, www.ci.pittsburg.ca.us and two other subsites. The City is asking Vendors to incorporate the latest interactive website design enhancements to encourage interaction with the public.

II. BACKGROUND

The City of Pittsburg (City) was incorporated in 1903 under the laws of the State of California. While the City is a general law City, it operates utilizing the council manager form of government. The City Council is responsible for establishing policies, adopting an annual budget, appointing commissions and committees, and hiring the City Manager and City Attorney. The City provides a full range of municipal services, including police, water and sewer, streets, cultural and recreational facilities, golf course, public works and parks, economic development, planning, zoning, building inspection, code enforcement, housing assistance, marina operations, energy distribution, engineering, and general administration.

The City last redesigned the or started using the current website in 2009. The City has determined that a review of the functionality and services offered through the City's website is appropriate at this time. It is the City's preference to maintain all current services and to enhance the appearance, usability and functions offered by other Cities.

The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP. However, the City reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing vendors in connection with the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff's and City Council's approvals. Determination of best value to the City shall be based upon, but not limited to, the following considerations: cost; the ability, capacity, and skill of the proposer to provide the services; the ability of the provider to deliver timely services; the character, integrity, reputation, judgment, experience, and efficiency of the provider; and the quality of the provider's performance. No single factor will determine the final award decision.

III. PROPOSAL PROCESS

Deadline

All proposals must be delivered to the City no later than **2:00 p.m. on August 10, 2018**. Late submissions or proposals delivered via fax or email will not be accepted.

The City of Pittsburg reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City.

Questions

Questions about this Request for Proposal should be e-mailed to Rhonda Caldwell, Administrative Assistant at rcaldwell@ci.pittsburg.ca.us. The title on the subject line should read "RFP for Website Redesign." City staff will e-mail responses as well as post them on the City's website no later than July 27, 2018.

Contract Term

It is the intent of the City to award the contract for the original redesign and maintenance of the website for an initial five-year period with the option to renew five one-year periods at the sole discretion of the City. Prices in subsequent years shall be negotiated based on satisfactory customer service.

Insurance and Business License

The Vendor shall demonstrate the willingness and ability to provide the required insurance coverage as set forth in the City Agreement and provide proof of insurance prior to starting work on this project. The Vendor will also be required to obtain a City issued business license prior to award of the project, upon notification of award.

Execution of Agreement

The successful Proposer will be required to execute an agreement in the form attached hereto as Appendix A-3 of this RFP and comply with all requirements of said Agreement.

Proposal Submission:

Submit Proposals To: Rhonda Caldwell
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
rcaldwell@ci.pittsburg.ca.us

Format: Please mail four (4) printed copies including one (1) signed original and submit one (1) electronic copy including a completed Exhibit A-5 in the original excel format by 2:00 p.m., August 10, 2018.

All vendors are encouraged to be creative and innovative in responding to this RFP.

Discuss any creative pricing or payment options the vendor can provide. Describe alternate approaches to the requested services where feasible or additional services offered or recommended, which may not be specifically requested but of benefit to the City.

Proposal Format: A proposing financial institution must follow the instructions for preparing the proposal in the prescribed format. Please answer the questions in each section. Do not include any extraneous or marketing information.

Proposal Length and Copies: Proposals should not exceed 25 pages, including attachments and supplemental materials. Proposals should be on 8 ½ x 11-inch paper, minimum 12-point font and top/bottom margins of at least 0.5 inches and left/right margins of at least 1.0 inches.

No Proposal: If a service requirement or section of the proposal cannot be met by a proposer, then “No Proposal” should be indicated. An alternative equivalent service may be offered.

Contracted Services: If a service is provided by a third party, please indicate this clearly and provide name of third party company(ies).

Non-Exclusive Contract: The City reserves the right to contract with other website designers during the contract term.

IV. PROPOSAL REQUIREMENTS

- A. Cover Letter: The letter should designate the proposing Name, the address of the office where the relationship will be domiciled, the address of the local branch, if different, and be signed by an authorized officer.
- B. Table of Contents: Table of Contents should follow the RFP format as listed in Section 3.
- C. Website Design Services to Public Sector: Please respond to the following sections:
Firm Overview - General overview of the vendor, governmental client service philosophy, and corporate organization including identification of the government services unit, if any, location of corporate office(s), processing center, and branch localities. Also, please provide any relevant information regarding any correspondent vendor or hosting relationships.

Experience – Describe the vendor’s direct experience in servicing public sector clients. Please include: the number of public agency clients, the number of years’ experience with public sector websites, and vendor’s knowledge of and adherence to the California Government Code and other applicable laws as may be applicable. Will the vendor be able to comply with confirmations and respond to other requests for data as needed by the City’s auditors?

Relationship Management – Identify the size and scope of your public website unit, personnel responsible for the City’s account, what each person’s role and

responsibilities will be, and the relevant credentials and experience of each person on the relationship team. Please describe what sets the vendor's government unit apart from others. Does the vendor provide a toll-free and/or local number for Customer Service?

V. EVALUATION OF PROPOSALS

Selection will be made from a list of proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors listed below (not in priority order):

- Understanding of the needs and operation requirements of the City.
- The experience, resources, and qualifications of the financial institution and individuals assigned to this account.
- Relevant experience managing similar account relationships with public institutions and agency clients.
- Bank and branch locations.
- Availability schedule.
- Scope of services offered including degree of automation.
- Financial strength of proposing institution.
- Adequacy of financial controls and protection against loss.
- Quality and scope of conversion plan.
- The value of any new product or service suggestions or other new ideas and enhancements.
- Compliance with the requirements of this RFP and quality of proposals.
- Proposed fees and compensation.

1 Pittsburg Website Redesign Requirements (Scope of Project)

This Section contains the functional requirements for the City website redesign. The information in this section is intended to aid the Vendor in evaluating the RFP requirements, and in preparing its Proposal in response to this RFP accordingly. Please complete Exhibit A-2 for each requirement.

In addition, vendor is to hold two (2) community meetings to obtain input from residents about functionality and services of website prior to developing website. Please reference the information collected in Exhibit A-6 for the City of Pittsburg Website Survey Results.

1.1 FUNCTIONAL REQUIREMENTS

Websites to be redesigned		
Main website for the City (www.ci.pittsburg.ca.us) Special Modules required for the City website : 1. ExtraNet for City Staff (password protected) 2. Service Request module 3. Community Engagement module 4. Emergency Communication Tools on the Home Page 5. SMS Service for eNotification	Marina Website (www.pittsburgmarina.com)	Parks & Recreation Website (New domain name, content to be taken from existing website)
Features required for all the 3 websites Please go through the websites mentioned above to get an idea about the current features that are available to the citizens, when they visit our website. The current website was implemented in 2009 and lot has changed in terms of technology, citizen expectations from a City website since then. The newly designed websites will retain the features of the existing websites and offer newer features which may be relevant for citizens going forward. Please note that the features listed below are not exhaustive. The vendor will provide a complete list of features that will be available (both for the Citizens as well as the City staff who will manage the websites) as a part of their response to this RFP.		

1. Scalable solution with a consistent interface design, that allows for content management by selected City personnel.
 - a. Roles and responsibility-based content management
 - b. Scalable means the site can have subsites added.
2. Browser and platform neutral
 - a. IE, Chrome, Firefox, Safari etc
 - b. iOS, Android etc
3. Complete site search
4. Robust and a very user-friendly Content Management System (CMS) to update the websites
5. Ability for staff to make real-time content changes
6. Clean, contemporary design and flow
7. Intuitive navigation with a site structure that does not require multiple clicks to reach desired page
8. Ability to create role-based content management access to the page level (staff members can only affect the specific pages granted to them)
9. Site must have a workflow for users (ie Contributor/Approver)
10. Website must not require any plug-ins.
11. Provide training to city staff in updating and maintenance of the websites
12. Websites to be hosted by vendor
13. Active Directory integration
14. Social Media integration
15. Widescreen layout for Desktops
16. Responsive Design for multiple layouts for various screen sizes and resolutions (for Desktop/Laptop/Tablet/Mobile screens)
17. Customized mobile display
18. Translation feature for the website (Spanish and other languages).
19. WCAG2.0/ADA Compliance
20. Analytics Reporting regarding site usage
21. Online help (searchable)
22. Content Migration of all contents from the current website. e.g. Doc Central, Image Gallery, News, Calendar, eBlasts, bids/RFPs, Newsletters etc.)
23. Migration of iFrame pages.
24. URL Rewrites
25. Home Page or Department landing page photos should be editable
26. Broken link report
27. Unused Document/Image report
28. Search functionality on Document & Image Central using Doc/Image Ids.
29. Resend/Reminder option for eNotifications
30. eGroups should have hidden groups for testing purposes
31. Page level control for Editing/Approving.
32. Track-Change feature for edited text. This would show the approver what changes were made.
33. Page should have Publish/Expiry Date & Time
34. Scheduled e-notifications at a specified future date/time.
35. Existing page, when edited should have future publish/expiry date. After the expiry of the new version of the page, it should revert to the current version.
36. Ability to delete Search Index
37. City should be able to set up a new website under the CMS provided by vendor, without involving vendor. The CMS provided by vendor should support multiple domains, Sites, Subsites.
38. On-demand Audio streaming on web pages

- 39. On-demand Video streaming on web pages
- 40. Audio/Video file upload to the Content Management System
- 41. Ability to add and store static HTML pages created outside of CMS.
- 42. In the eNotification lists it should be possible to add subscribers from one group to another.
- 43. eNotification subscriber lists should be able to show list of subscribers for each group.
- 44. Website should have optional SSL based access
- 45. Ability to copy the content of the entire site (if its hosted by you) to a storage device at our end, on a periodic basis

1.2 **MAINTENANCE REQUIREMENTS**

- A. Website will be hosted, and infrastructure managed by the Vendor
- B. Service Level Agreements for hosted solution
 - Site must be backed up daily
 - Backup must be able to be restored within 1 day
 - Uptime above 99.99%
 - 1-hour responsiveness to site crash
- C. Audit logging of staff activities
- D. Method for archiving pages, PDFs, photos and video
- E. Security of site will allow for role-based access and authentication

2 EVALUATION CRITERIA AND SCORING MODEL

2.1 **QUALIFYING PROPOSALS**

City will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all the criteria set forth below. All Proposals that ***ARE NOT*** a Qualifying Proposal will be disqualified from this RFP process.

A “Qualifying Proposal” is a Proposal that:

- A. Was submitted (in the form and format required) by the due date and time as specified on Page 1 in the Timeline for Submissions.
- B. Conforms to all the requirements of the RFP (e.g. includes the requisite number of copies, and customer references).

2.2 **EVALUATION OF QUALIFYNG PROPOSALS**

City will evaluate each Qualifying Proposal based on the degree to which it complies with City's requirements, as articulated in this RFP. The primary categories to be evaluated are:

- A. Scope and Solution/Implementation, including whether Vendor accepted the scope of services presented in this RFP, met the solution/implementation requirements and constraints, proposed an appropriate development plan, mitigated risks, and delivered value added components.
- B. Pricing, including whether Vendor provided a cost-effective pricing methodology.

- C. Business Viability: Business Tenure or General Experience, Acceptance of Insurance Requirements, Customer References or Local Experience, Workforce or Staff.

Contract award will not be based solely on price, but on “lowest responsible bidder,” a combination of factors as determined to be in the best long-term interest of the City.

Information on how the City will weigh these categories with respect to choosing Finalist referenced in Section 2.2 above is set forth below:

Evaluation Category	First Down Selection	Award of Services
Scope and Solution	65%	65%
Pricing	35%	35%
TOTAL	100%	100%

2.3 NO REPRESENTATIONS OR WARRANTIES

The City makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the City through the RFP process. Vendor is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the City, and for preparing and submitting responses to the RFP.

The City has attempted to validate the information provided in this RFP, but it is possible that Vendor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions or in an appendix to its proposal, Vendor should use the information provided in the RFP on an “as-is” basis for its initial proposal. Information regarding the City and the initiative may be revised or updated and republished for inclusion in a final response.

2.4 PROPOSAL PREPARATION COSTS

Vendor will be responsible for all costs it incurs in connection with this RFP process (including but not limited to proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations.

3 PROPOSAL RESPONSE REQUIREMENTS

This Section describes the contents of Vendor’s Proposal and provides an outline of how Vendor should organize it. Vendor’s Proposal will not be considered responsive unless it fully complies with the requirements in this Section

Specifically, Vendor’s Proposal shall include each of the sections referenced in the table below. The requirements for each of these Proposal sections are described in more detail in this Section. **VENDOR’S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE VENDOR FAILS TO CONFORM TO THE PROPOSAL**

INSTRUCTIONS IN THIS SECTION.

Sections and Topics
Cover Letter
Section 1 – Executive Summary
Section 2 – Scope of Services
Section 3 – Solution/Implementation Design
Section 4 – Pricing Model
Section 5 – References
Section 6 – Vendor's Alternative Proposals
Section 7 – Vendor's Due Diligence Requirements
Section 8 – Insurance and Indemnification

3.1 **COVER LETTER**

Vendor's Proposal shall begin with a cover letter acknowledging Vendor's understanding of the RFP process and requirements set forth in this RFP, including Vendor's commitment to its Proposal. The cover letter shall be signed by an authorized representative of Vendor. This section should also contain the non-collusion affidavit that is provided in this RFP as Exhibit A-4.

3.2 **EXECUTIVE SUMMARY**

Following the cover letter, Section 1 of Vendor's Proposal shall consist of an executive summary providing an overview of Vendor's solution/implementation, with a focus on any new technologies, innovations, processes, and transformation that Vendor will bring to help the City meet its objectives. The executive summary should include a description of the following:

- A. A description of Vendor's solution/implementation.
- B. A description of Vendor's pricing approach, including any software license costs.
- C. A description of Vendor's relevant experience to the proposed solution/implementation, including Vendor's previous municipal and local government clients with similar geographic footprints and population sizes as City.
- D. A list of key interactions expected to occur between Vendor and the other involved parties (e.g., the City, City contractors, etc.), as well as a description of Vendor's approach for managing and communicating between and among those parties during the development and deployment of the web site.

- E. A summary of any key differentiators that make Vendor uniquely positioned to provide a website redesign to the City.

Please add the following verbiage to the Executive Summary:

The undersigned declares that she or he:

- Has carefully examined the Request for Proposal, which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.
- Certifies this proposal meets or exceeds all of the requirements Request for Proposal, except as otherwise indicated and supported by supplemental schedules or attachments included with this proposal.
- Will be required to provide a certificate of Insurance as detailed in this RFP.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Corresponding Bank (if applicable):_

Local Branch Address

<i>Branch Manager</i>	<i>Phone</i>

Signature of Authorized Representative

<i>Date</i>

The undersigned declares that they have carefully examined the Request for Proposal, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full.

3.3 SCOPE OF SERVICES

In Section 1 of its Proposal, the Scope of Services, Vendor shall explicitly confirm its agreement with the full Scope of Services described in this section. Vendor may also propose alternatives under Section 3.7 -Vendor's Alternative Proposals, in addition to addressing the scope of services in section 1.

3.4 SOLUTION/IMPLEMENTATION DESIGN

Section 3 of Vendor's Proposal shall describe Vendor's Solution/Implementation Design.

3.4.1 CITY WEBSITE REDESIGN

3.4.1.1 Describe the Vendor's solution/implementation to provide solution/implementations for the scope/requirements outlined in Section 1 of this RFP.

TOOLS AND TECHNOLOGY

Identify the tools and technology Vendor proposes to deploy for the City website redesign and describe how the tools will benefit the City and how such components would be expected to interoperate and integrate with the City's technology environment.

Identify any license fees, implementation fees, and/or other charges Vendor would propose to pass-through to the City for tools and technology, and any other technology-related fees for which the City might be responsible.

Explain any assumptions Vendor has made about systems and resources available within the City's information technology environment.

In addition to the above, fill out and include in this section the Business Requirement Matrix (attached as Exhibit A-2).

3.4.2 SECURITY

Identify the tools and technology Vendor proposes to deploy for the City website redesign and describe how such tools and technology will provide for the confidentiality, integrity and availability of the City's backup data.

3.5 PRICING MODEL

In Section 4.5 Exhibit A-5 of Vendor's Proposal, the Pricing Model, Vendor shall provide a detailed breakdown of costs associated with the Proposal, including, but not limited to, costs for project management, research/inquiry, development, training and implementation for:

1. Redesign and implementation of our new website.

2. Hosting cost:
 - a. External Hosting
 - b. Internal Hosting
3. Maintenance Costs

3.6 REFERENCES

In Section 5 of the Vendor's Proposal, Vendor shall provide project descriptions and verifiable references for at least three (3) of Vendor's customers that, to the extent possible, are local (or state) governments, have similar geographic footprints and population sizes as the City, and for which Vendor has developed and implemented websites within the last twelve (12) months. The references shall include contact information.

Reference No. 1

Customer Name	
Contact Individual	
Telephone	
E-mail Address	
Street Address	
City, State, Zip Code	

Reference No. 2

Customer Name	
Contact Individual	
Telephone	
E-mail Address	
Street Address	
City, State, Zip Code	

Reference No. 3

Customer Name	
Contact Individual	
Telephone	
E-mail Address	
Street Address	
City, State, Zip Code	

Additionally, attach a listing of any clients where similar services were provided who terminated services in the last three years prior to the end of the service agreement.

3.7 VENDOR'S ALTERNATIVE PROPOSALS

In the Vendor's Proposal, Vendor may include an alternative solution/implementation ("Alternative Proposal") for consideration by the City. Alternative Proposals shall be accompanied by appropriately adjusted solution/implementation descriptions and pricing models.

For clarity, Alternative Proposals are intended to be supplement Vendor's core Proposal and should not be used as a substitute to addressing City's stated requirements.

3.8 INSURANCE AND RISK OF LOSS

Please include a statement that your company, if awarded the contract, will provide the required insurance documents as outlined in Exhibit A-3.

Please see Exhibit A-3 for City's Insurance Requirements.

4 LIST OF ATTACHMENTS AND EXHIBITS

Exhibit A-1: Vendor Questions Template

Exhibit A-2: Business Requirement Matrix

Exhibit A-3: Proposed Standard Contract

Exhibit A-4: Non Collusion Affidavit

Exhibit A-5: Pricing Module

Exhibit A-1 - Vendor Questions Template

<u>RFP Section</u>	QUESTION

Exhibit A-2 - Business Requirement Matrix (must be completed)

Requirements ID	Requirements Description	Vendor Response: How does your system meet the requirement?	Vendor Response: Is customization required? Yes or No
BUS 100.			

Exhibit A-3 – Proposed Standard Contract

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND [NAME OF CONSULTANT] (Standard Agreement)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and _____ ("Consultant") (together referred to as the "Parties") as of _____, 20__ (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____ or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____ (\$ _____), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to

Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60-day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment

of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

- 2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and

must be before the date of the Agreement.

- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A: VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a

waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical

condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall

include, but not be limited to, the following:

- 8.5.1** Immediately terminate the Agreement;
- 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.5.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
- 8.5.5** The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in

accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 10.7 Solicitation.** Consultant agrees not to solicit business at any

meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

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

Consultant: _____

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

- 10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

- 10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control to the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

- 10.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

- 10.12 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not

apply hereto.

10.13 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

CONSULTANT

Joe Sbranti, City Manager

[NAME, TITLE]

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Ruthann G. Ziegler, City Attorney

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

By: _____

Title: _____

2784980.1

Exhibit A-4 Non-Collusion Affidavit

The Proposer, by its officers and its agents or representatives present at the time of filing this Proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Proposer, or with any officer of the Owner or Owner's representative whereby such affiant or affiants or either of them has paid or is to pay such other Proposer or officer any sum of money, or has given or is to give to such other Proposer or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached prices that no inducement of any form or character other than that which appears on the face of the Proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Proposal or awarding of the Contract, nor has this Proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Proposal.

Submitted By:

Firm Name _____

Authorized Signature _____

Date _____

SIGNATURES

If PROPOSER is:

A. An Individual

By _____
(SEAL)

(Individual's

Name) Doing business

as

Business Address:

Phone Number: _____

B. A Partnership

By _____

(SEAL)

(Firm Name)

(General Partner)

Business Address:

Phone Number: _____

C. A Corporation

By _____

(SEAL)

(Corporation Name)

(State of Incorporation)

By _____

(Name of Person Authorized to Sign)

Title _____

Attest _____

(Secretary)

Business Address:

Phone Number:

D. A Joint Venture

By _____ (Name)

Business Address:

By _____ (Name)

Business Address:

Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.

EXHIBIT A-5

PRICING MODEL

Pricing Template - Request for Proposal for Website Redesign		
1	Price for complete redesign of existing website	\$
2	Cost to Host website for term of contract	
3	Cost to provide in-house hosting of website	
	Total initial Implementation Cost	\$ -
4	Annual Maintenance Cost for five (5) years	\$
5	Labor Cost for any special additional programming	
	List position and hourly rate(s)	\$

EXHIBIT A-6

WEBSITE SURVEY RESULTS

i	Summary Of Responses	2
ii	Individual Responses Grouped By Age Group	6

City's Website

How do you use the City's website and how can it be improved?

Summary Of Responses

As of June 11, 2018, 8:22 AM, this forum had:

Attendees: 72

Responses: 36

Hours of Public Comment: 1.8

This topic started on May 14, 2018, 10:48 AM.

This topic ended on June 1, 2018, 4:09 PM.

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		94.4%	34
Other		5.6%	2

How often do you visit the City of Pittsburg website?

		%	Count
Once or twice a year		27.8%	10
A few times a month		41.7%	15
One or two times a week		16.7%	6
Everyday		13.9%	5

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Recycling Center, Garbage Collection, Household Hazardous Waste		2.8%	1

City's Website

How do you use the City's website and how can it be improved?

		%	Count
Planning/Building Department, Permits, Zoning, Development		13.9%	5
Recreation Department: classes, programs, events		11.1%	4
Meeting or Event Details/Calendar		36.1%	13
Make a Payment		11.1%	4
Other		25.0%	9

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		58.3%	21
Partially		33.3%	12
No		8.3%	3

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		38.9%	14
Somewhat Likely		41.7%	15
Not Likely		19.4%	7

Which of the following sources drove you to participate in this survey?

		%	Count
Familiarity with the site/City		25.0%	9
Email sent from the City		44.4%	16

City's Website

How do you use the City's website and how can it be improved?

		%	Count
Looking for general information		30.6%	11

What improvements would you like to see to the City website? Check all that apply.

		%	Count
Navigation		50.0%	18
More Content		66.7%	24
Update the design (look and feel)		38.9%	14
More online transactions		16.7%	6
More Photos		38.9%	14
Other		30.6%	11

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		38.9%	14
Facebook		52.8%	19
Instagram		2.8%	1
Newspaper		25.0%	9
Word of Mouth		38.9%	14
City Mailing/Communication/Newsletter		41.7%	15
Other		16.7%	6

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

City's Website

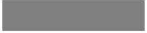
How do you use the City's website and how can it be improved?

		%	Count
Yes		86.1%	31
No		13.9%	5

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		83.3%	30
No, never		2.8%	1
Maybe		13.9%	5

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		88.9%	32
Desktop		69.4%	25

Please let us know if you have any other comments or feedback:

Answered	10
Skipped	26

City's Website

How do you use the City's website and how can it be improved?

Individual Responses Grouped By Age Group

All participants with ages 30-39

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		100.0%	3

How often do you visit the City of Pittsburg website?

		%	Count
A few times a month		66.7%	2
One or two times a week		33.3%	1

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Recreation Department: classes, programs, events		33.3%	1
Meeting or Event Details/Calendar		33.3%	1
Make a Payment		33.3%	1

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		66.7%	2
Partially		33.3%	1

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply

City's Website

How do you use the City's website and how can it be improved?

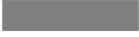
for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		66.7%	2
Not Likely		33.3%	1

Which of the following sources drove you to participate in this survey?

		%	Count
Familiarity with the site/City		66.7%	2
Email sent from the City		33.3%	1

What improvements would you like to see to the City website? Check all that apply.

		%	Count
Navigation		66.7%	2
More Content		33.3%	1
Update the design (look and feel)		66.7%	2
More Photos		33.3%	1
Other		66.7%	2

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
Facebook		66.7%	2
Word of Mouth		33.3%	1
Other		33.3%	1

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and

City's Website

How do you use the City's website and how can it be improved?

recreation programs or City meeting agendas?

		%	Count
Yes		66.7%	2
No		33.3%	1

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		100.0%	3

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		100.0%	3
Desktop		100.0%	3

Please let us know if you have any other comments or feedback:

Answered	1
Skipped	2

Name not shown 1 to 2 miles (registered)

May 14, 2018, 2:22 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

City's Website

How do you use the City's website and how can it be improved?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Other - Focus your money on other things. The website can wait, the actual city cannot.

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

You do not need to improve the website right now. What good is a fancy new website if the city itself is still in disarray? Fix the city first, then the website.

Name not shown ½ to 1 mile (registered)

May 14, 2018, 5:50 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

City's Website

How do you use the City's website and how can it be improved?

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Recreation Department: classes, programs, events

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown ½ to 1 mile (registered)

May 15, 2018, 11:48 PM

City's Website

How do you use the City's website and how can it be improved?

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Make a Payment

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

Update the design (look and feel)

Other - Make log-in easier when making an online water payment. I can never remember my password and login is a hassle. I have to call in, which I hate doing because it takes so long.

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Word of Mouth

Other - Nextdoor app

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

No

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

City's Website

How do you use the City's website and how can it be improved?

Desktop

Please let us know if you have any other comments or feedback:

No response

City's Website

How do you use the City's website and how can it be improved?

All participants with ages 40-49

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		100.0%	3

How often do you visit the City of Pittsburg website?

		%	Count
A few times a month		100.0%	3

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Meeting or Event Details/Calendar		33.3%	1
Other		66.7%	2

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		33.3%	1
Partially		66.7%	2

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		66.7%	2
Somewhat Likely		33.3%	1

City's Website

How do you use the City's website and how can it be improved?

Which of the following sources drove you to participate in this survey?

		%	Count
Email sent from the City		66.7%	2
Looking for general information		33.3%	1

What improvements would you like to see to the City website? Check all that apply.

		%	Count
More Content		66.7%	2
More Photos		33.3%	1
Other		33.3%	1

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		33.3%	1
Facebook		33.3%	1
Newspaper		33.3%	1
City Mailing/Communication/Newsletter		66.7%	2
Other		33.3%	1

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

		%	Count
Yes		100.0%	3

Would you use the City's website to find out about community events to attend for fun, or to learn more

City's Website

How do you use the City's website and how can it be improved?

about an issue?

		%	Count
Yes		100.0%	3

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		100.0%	3
Desktop		33.3%	1

Please let us know if you have any other comments or feedback:

Answered	2
Skipped	1

May 15, 2018, 7:24 AM

**What is your relationship with the City of
Pittsburg?**I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?
A few times a month

**The last time you visited the City's website, which of the following best describes what you were
looking for?**
Other - Commission Vacancy

Were you able to find what you were looking for on the City's website?
Partially

**Based on the information you found, how likely are you to take some type of action soon? (i.e., apply
for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)**
Somewhat Likely

City's Website

How do you use the City's website and how can it be improved?

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Other - Transparency from the City

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

The City Council should be more transparent with Commission appointments. - Housing Advocate

Name not shown ½ to 1 mile (registered)

May 16, 2018, 6:57 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply

City's Website

How do you use the City's website and how can it be improved?

for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)
Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

More Content

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Facebook

Newspaper

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown½ to 1 mile (registered)

May 24, 2018, 4:51 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were

City's Website

How do you use the City's website and how can it be improved?

looking for?

Other - Check all that apply

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Other - Banners. But I will sign up for the Website.

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

The City of Pittsburg May need assistance with city development. Planning for the influx of civilians, pedestrians, and traffic. City outreach teams should also be in place. Taxes don't need to be raised, but proper planning will rejuvenate city spending. Environmental consideration should be commissioned when City development is taking place. The infrastructure should always have room for growth and opportunity. Thank you for allowing me to be A part of a Greater Bay Area City.

City's Website

How do you use the City's website and how can it be improved?

All participants with ages 50-59

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		75.0%	3
Other		25.0%	1

How often do you visit the City of Pittsburg website?

		%	Count
Once or twice a year		25.0%	1
A few times a month		25.0%	1
Everyday		50.0%	2

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Planning/Building Department, Permits, Zoning, Development		25.0%	1
Recreation Department: classes, programs, events		25.0%	1
Other		50.0%	2

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		75.0%	3
Partially		25.0%	1

City's Website

How do you use the City's website and how can it be improved?

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		50.0%	2
Somewhat Likely		50.0%	2

Which of the following sources drove you to participate in this survey?

		%	Count
Familiarity with the site/City		75.0%	3
Looking for general information		25.0%	1

What improvements would you like to see to the City website? Check all that apply.

		%	Count
More Content		50.0%	2
Update the design (look and feel)		75.0%	3
More Photos		25.0%	1
Other		25.0%	1

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		50.0%	2
Facebook		50.0%	2
Newspaper		25.0%	1
Word of Mouth		75.0%	3
City Mailing/Communication/Newsletter		25.0%	1

City's Website

How do you use the City's website and how can it be improved?

		%	Count
Other		25.0%	1

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

		%	Count
Yes		100.0%	4

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		100.0%	4

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		100.0%	4
Desktop		50.0%	2

Please let us know if you have any other comments or feedback:

Answered	1
Skipped	3

Name not shown1 to 2 miles (registered)

May 14, 2018, 4:09 PM

What is your relationship with the City of
Pittsburg?I am a Pittsburg Resident

City's Website

How do you use the City's website and how can it be improved?

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - City council agenda

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Other - Calendar of all City events, not just City Sponsored events (With approvals, guidelines, etc) The website could be a hub for all things Pittsburg

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown½ to 1 mile (registered)

May 15, 2018, 6:36 AM

City's Website

How do you use the City's website and how can it be improved?

What is your relationship with the City of Pittsburg?

Other - Resident and business owner

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - Code Enforcement

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Update the design (look and feel)

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Newspaper

Other - City email

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

City's Website

How do you use the City's website and how can it be improved?

Please let us know if you have any other comments or feedback:

No response

Name not shown more than 2 miles (registered)

May 15, 2018, 8:50 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Everyday

The last time you visited the City's website, which of the following best describes what you were looking for?

Planning/Building Department, Permits, Zoning, Development

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

Update the design (look and feel)

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Word of Mouth

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more

City's Website

How do you use the City's website and how can it be improved?

about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No

Name not shown more than 2 miles (registered)

May 15, 2018, 11:03 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Everyday

The last time you visited the City's website, which of the following best describes what you were looking for?

Recreation Department: classes, programs, events

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

More Content

Update the design (look and feel)

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Word of Mouth

City's Website

How do you use the City's website and how can it be improved?

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No response

City's Website

How do you use the City's website and how can it be improved?

All participants with ages 60-69

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		100.0%	4

How often do you visit the City of Pittsburg website?

		%	Count
A few times a month		25.0%	1
One or two times a week		50.0%	2
Everyday		25.0%	1

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Meeting or Event Details/Calendar		75.0%	3
Make a Payment		25.0%	1

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		100.0%	4

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		50.0%	2

City's Website

How do you use the City's website and how can it be improved?

		%	Count
Somewhat Likely		50.0%	2

Which of the following sources drove you to participate in this survey?

		%	Count
Familiarity with the site/City		25.0%	1
Email sent from the City		50.0%	2
Looking for general information		25.0%	1

What improvements would you like to see to the City website? Check all that apply.

		%	Count
Navigation		50.0%	2
More Content		100.0%	4
Update the design (look and feel)		50.0%	2
More online transactions		25.0%	1
More Photos		50.0%	2
Other		25.0%	1

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		75.0%	3
Facebook		50.0%	2
Newspaper		25.0%	1
Word of Mouth		25.0%	1

City's Website

How do you use the City's website and how can it be improved?

		%	Count
City Mailing/Communication/Newsletter		75.0%	3

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

		%	Count
Yes		100.0%	4

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		100.0%	4

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		100.0%	4
Desktop		75.0%	3

Please let us know if you have any other comments or feedback:

No response

Name not shown more than 2 miles (registered)

May 14, 2018, 11:42 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Everyday

City's Website

How do you use the City's website and how can it be improved?

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown within ¼ mile (registered)

May 15, 2018, 10:02 AM

City's Website

How do you use the City's website and how can it be improved?

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

More Content

More Photos

Other - Ability to engage/ E-mail departments within the City ie Code Enforcement etc.

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Facebook

Newspaper

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

City's Website

How do you use the City's website and how can it be improved?

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 16, 2018, 12:40 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

More online transactions

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Facebook

Word of Mouth

City Mailing/Communication/Newsletter

City's Website

How do you use the City's website and how can it be improved?

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 18, 2018, 9:32 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

Make a Payment

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

City's Website

How do you use the City's website and how can it be improved?

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.
City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?
Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?
Yes

How do you access the internet? Check all that apply.
Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:
No response

City's Website

How do you use the City's website and how can it be improved?

All participants with ages 70-79

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		100.0%	5

How often do you visit the City of Pittsburg website?

		%	Count
Once or twice a year		40.0%	2
A few times a month		40.0%	2
Everyday		20.0%	1

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Planning/Building Department, Permits, Zoning, Development		20.0%	1
Meeting or Event Details/Calendar		60.0%	3
Other		20.0%	1

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		80.0%	4
No		20.0%	1

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

City's Website

How do you use the City's website and how can it be improved?

		%	Count
Very Likely		20.0%	1
Somewhat Likely		40.0%	2
Not Likely		40.0%	2

Which of the following sources drove you to participate in this survey?

		%	Count
Email sent from the City		80.0%	4
Looking for general information		20.0%	1

What improvements would you like to see to the City website? Check all that apply.

		%	Count
Navigation		100.0%	5
More Content		40.0%	2
Update the design (look and feel)		20.0%	1
More online transactions		20.0%	1
More Photos		40.0%	2

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		20.0%	1
Facebook		20.0%	1
Newspaper		80.0%	4
Word of Mouth		40.0%	2

City's Website

How do you use the City's website and how can it be improved?

		%	Count
City Mailing/Communication/Newsletter		80.0%	4

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

		%	Count
Yes		100.0%	5

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		60.0%	3
No, never		20.0%	1
Maybe		20.0%	1

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		60.0%	3
Desktop		100.0%	5

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 14, 2018, 11:16 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

City's Website

How do you use the City's website and how can it be improved?

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

No

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Newspaper

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

No, never

How do you access the internet? Check all that apply.

Desktop

Please let us know if you have any other comments or feedback:

City's Website

How do you use the City's website and how can it be improved?

No response

Name not shown ¼ to ½ mile (registered)

May 15, 2018, 7:13 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Everyday

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

More online transactions

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Newspaper

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more

City's Website

How do you use the City's website and how can it be improved?

about an issue?

Yes

How do you access the internet? Check all that apply.

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown more than 2 miles (registered)

May 15, 2018, 8:34 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Newspaper

Word of Mouth

City Mailing/Communication/Newsletter

City's Website

How do you use the City's website and how can it be improved?

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 15, 2018, 3:10 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Planning/Building Department, Permits, Zoning, Development

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

City's Website

How do you use the City's website and how can it be improved?

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Newspaper

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 16, 2018, 9:05 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - Survey on Golf course

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

City's Website

How do you use the City's website and how can it be improved?

What improvements would you like to see to the City website? Check all that apply.

Navigation

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Maybe

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

City's Website

How do you use the City's website and how can it be improved?

All participants who haven't shared their age

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		94.1%	16
Other		5.9%	1

How often do you visit the City of Pittsburg website?

		%	Count
Once or twice a year		41.2%	7
A few times a month		35.3%	6
One or two times a week		17.6%	3
Everyday		5.9%	1

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Recycling Center, Garbage Collection, Household Hazardous Waste		5.9%	1
Planning/Building Department, Permits, Zoning, Development		17.6%	3
Recreation Department: classes, programs, events		11.8%	2
Meeting or Event Details/Calendar		29.4%	5
Make a Payment		11.8%	2
Other		23.5%	4

City's Website

How do you use the City's website and how can it be improved?

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		41.2%	7
Partially		47.1%	8
No		11.8%	2

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		29.4%	5
Somewhat Likely		47.1%	8
Not Likely		23.5%	4

Which of the following sources drove you to participate in this survey?

		%	Count
Familiarity with the site/City		17.6%	3
Email sent from the City		41.2%	7
Looking for general information		41.2%	7

What improvements would you like to see to the City website? Check all that apply.

		%	Count
Navigation		52.9%	9
More Content		76.5%	13
Update the design (look and feel)		35.3%	6
More online transactions		23.5%	4

City's Website

How do you use the City's website and how can it be improved?

		%	Count
More Photos		41.2%	7
Other		35.3%	6

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		41.2%	7
Facebook		64.7%	11
Instagram		5.9%	1
Newspaper		11.8%	2
Word of Mouth		41.2%	7
City Mailing/Communication/Newsletter		29.4%	5
Other		17.6%	3

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

		%	Count
Yes		76.5%	13
No		23.5%	4

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		76.5%	13
Maybe		23.5%	4

City's Website

How do you use the City's website and how can it be improved?

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		88.2%	15
Desktop		64.7%	11

Please let us know if you have any other comments or feedback:

Answered	6
Skipped	11

Name not available (unclaimed)

May 14, 2018, 11:12 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

City's Website

How do you use the City's website and how can it be improved?

More online transactions
More Photos
Other - Social Media Integration

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website
Facebook
Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

The website is way too cluttered. Need to focus on simplification. Less is more!

Name not available (unclaimed)

May 14, 2018, 11:45 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Everyday

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - Job opportunities

Were you able to find what you were looking for on the City's website?

No

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

City's Website

How do you use the City's website and how can it be improved?

Not Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

More online transactions

More Photos

Other - Everything! I for another City and Pittsburg website was the least improved. Even Antioch had a better website than Pittsburg.

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

Why aren't we doing classes or programs the residents can join. I've seen plenty of City have way more classes than Pittsburg. They also mail out activities guides.

Name not available (unclaimed)

May 14, 2018, 1:31 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

City's Website

How do you use the City's website and how can it be improved?

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - Jobs

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

Other - More content on community job openings, jobs for teenagers

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

No

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 14, 2018, 3:33 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

City's Website

How do you use the City's website and how can it be improved?

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Other - During city council meetings

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 14, 2018, 5:43 PM

City's Website

How do you use the City's website and how can it be improved?

What is your relationship with the City of Pittsburg?

Other - Live and own a business in Pittsburg

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Navigation

Update the design (look and feel)

Other - Mobile friendly

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

No

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Maybe

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

City's Website

How do you use the City's website and how can it be improved?

Please let us know if you have any other comments or feedback:

Navigation of the site currently is dependent on the average citizen knowing "proper" department names and functions. The website is for the public and should be built for the end user.

Name not available (unclaimed)

May 14, 2018, 6:53 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - water bill, swim ctr, recycling

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Other - more truth

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

No

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Maybe

City's Website

How do you use the City's website and how can it be improved?

How do you access the internet? Check all that apply.

Desktop

Please let us know if you have any other comments or feedback:

all council members should resign before we get really mad.

Name not available (unclaimed)

May 15, 2018, 6:34 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Make a Payment

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more

City's Website

How do you use the City's website and how can it be improved?

about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 15, 2018, 8:41 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Recreation Department: classes, programs, events

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

City Mailing/Communication/Newsletter

City's Website

How do you use the City's website and how can it be improved?

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 15, 2018, 9:00 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Make a Payment

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

More Content

More Photos

City's Website

How do you use the City's website and how can it be improved?

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown more than 2 miles (registered)

May 15, 2018, 10:21 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

City's Website

How do you use the City's website and how can it be improved?

What improvements would you like to see to the City website? Check all that apply.

Navigation
More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website
Other -
Email from city

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Maybe

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)
Desktop

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 15, 2018, 1:52 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Planning/Building Department, Permits, Zoning, Development

Were you able to find what you were looking for on the City's website?

No

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply

City's Website

How do you use the City's website and how can it be improved?

for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)
Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

Other - There's so much potential here. Add commerce area and allow businesses to register. Think of how much info and additional traffic you could get.

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

Commerce, shopping, food, delivery services, so much potential. What better online location for all things within Pittsburg than they city website.

Name not available (unclaimed)

May 15, 2018, 4:11 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

City's Website

How do you use the City's website and how can it be improved?

The last time you visited the City's website, which of the following best describes what you were looking for?

Recycling Center, Garbage Collection, Household Hazardous Waste

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Maybe

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 15, 2018, 5:50 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

City's Website

How do you use the City's website and how can it be improved?

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Recreation Department: classes, programs, events

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Newspaper

Word of Mouth

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

City's Website

How do you use the City's website and how can it be improved?

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 15, 2018, 6:44 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

More online transactions

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Word of Mouth

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

No

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

City's Website

How do you use the City's website and how can it be improved?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 16, 2018, 7:00 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - Delta View Golf and event center information

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Facebook

Newspaper

City's Website

How do you use the City's website and how can it be improved?

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

City Counsel needs to Listen to the people of Pittsburg

Name not available (unclaimed)

May 16, 2018, 11:43 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Planning/Building Department, Permits, Zoning, Development

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

City's Website

How do you use the City's website and how can it be improved?

Update the design (look and feel)
More online transactions
More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website
Facebook
Instagram
Word of Mouth
City Mailing/Communication/Newsletter
Other - Nextdoor app

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 18, 2018, 7:17 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Planning/Building Department, Permits, Zoning, Development

Were you able to find what you were looking for on the City's website?

Yes

City's Website

How do you use the City's website and how can it be improved?

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Desktop

Please let us know if you have any other comments or feedback:

No response



City of Pittsburg

Website Design, Development and
Hosting Proposal

Adam Isern

Regional Sales Manager
913.967.9978 / 310.656.3103 fax
aisern@visioninternet.com

Vision

222 N Sepulveda Blvd, Suite 1500
El Segundo, CA 90245
www.visioninternet.com
Date: August 10, 2018

Dear Selection Committee Members,

Thank you for the opportunity to once again work with the City of Bridgeton on its website upgrade. Based on our prior experience working with the City and the thoroughness of your RFP, we feel our comprehensive offering, comprised of expert service and robust, easy-to-use technology, will enable your staff to deliver a **superior digital customer experience** to each of your users.

As the City's current website development partner, Vision is uniquely positioned to upgrade your website. With Vision as your partner, you can expect:

- **Your customers will be our customers.** We work hard to serve our government clients, but our approach is focused on our client's customer, the resident, to uncover their needs and exceed their expectations.
- **You will make better, data-driven decisions.** Experience and knowledge of best practices are important when building a digital strategy, but adding advanced customer experience (CX) techniques into your project will help you make informed, data-driven choices that will greatly enhance the digital experience on the City site.
- **Your success will be guided by our expertise.** Anyone can build a website, but Vision has 20+ years of experience empowering local governments to build better digital interactions. Throughout the development of your website, we will provide you with extensive resources and consultative guidance.
- **Your ongoing success will be ensured.** After your website goes live, Vision offers ongoing support, insights, and budget to evolve your website to meet your changing needs, no more waiting until the end of your contract for a light-weight redesign.
- **You will deliver superior digital customer experiences.** Vision's cloud-based solutions put your team confidently in the drivers seat, allowing you to create, manage and maintain a superior digital customer experience long after your website goes live.

Additionally, **Vision is the only government-focused company with a plug-in to the leader in accessibility scanning software, Siteimprove.** The combined power of our accessibility training and CMS with their compliance and governance software will keep the City on track to serve all your customers.

We see tremendous potential for your website and would welcome the opportunity to help you achieve it. I look forward to talking with you soon about what's next for the City of Pittsburgh.

Respectfully submitted,



Adam Isen

Regional Sales Manager

913.967.9978 / 310.656.3103 fax

aisern@visioninternet.com

*Because much of our proposal contains proprietary trade secrets that could substantially harm Vision financially if revealed, we ask the City to allow us to redact this document prior to fulfilling any public records request per 5 U.S.C. § 552(b)(4) and O.C.G.A. § 50-18-72.

Exhibit A-4 Non-Collusion Affidavit

The Proposer, by its officers and its agents or representatives present at the time of filing this Proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Proposer, or with any officer of the Owner or Owner's representative whereby such affiant or affiants or either of them has paid or is to pay such other Proposer or officer any sum of money, or has given or is to give to such other Proposer or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached prices that no inducement of any form or character other than that which appears on the face of the Proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Proposal or awarding of the Contract, nor has this Proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Proposal.

Submitted By:

Firm Name Vision Technology Solutions, LLC

Authorized Signature Adam D. Isern

Date August 9, 2018

SIGNATURES

Other (LLC)

By Vision Technology Solutions, LLC
(Corporation Name)

Delaware

(State of Incorporation)

By Adam D. Isern Adam Isern
(Name of Person Authorized to Sign)

Title Regional Sales Manager

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Executive Summary

Vendor Solution/Implementation

A well managed project and compelling design are all critical to success, but what makes a Vision project different is our focus on your unique audience. We sift through qualitative and quantitative data on your existing website and audience behaviors to build a custom digital presence that will engage and delight your customers. Here's what you can expect from a successful Vision project:

Research

Why does it matter?

Working on local government websites we often hear clients say they want to make it "easy for people to complete tasks, like pay a water bill" on their website, but this is only possible once we develop a solid understanding of who's using their site and what information they're seeking.

What do you need to consider?

Best practices can take you part of the way, but they will often fail to address the unique attributes of your community. Without hard data, your process can be guided solely by opinions, which can lead to suboptimal outcomes. Data will provide your project team information to promote alignment during the design and development process.

How we ensure your success.

Analysis

Every project begins with a qualitative and quantitative analysis to understand how users are engaging with the website as well as the goals of internal stakeholders. Results inform your custom wireframe and design.

Site Usability Report

Your team will also receive a comprehensive site usability report, summarizing the findings and recommendations for the project. Clients often use this document to align their teams around major decisions.

Certified Staff

We're not just looking at your analytics and conducting some surveys. The customer experience analysis is led by a NN/g certified User Experience Specialist in order to deliver the best, most insightful results.

Project Approach



Vendor Solution/Implementation (cont.)

Design

Why does it matter?

Our clients want to ensure that their website enhances their brand, while simultaneously, providing excellent usability. Well executed design accomplishes both of these goals. In many ways, the design of your website is one of the most visible displays of your City's brand. In addition, the design cues in your website are one of the most important factors in helping website visitors easily navigate to the information they are seeking.

What do you need to consider?

Design is highly subjective, and being able to defend your design decisions is critical to keep the project on schedule, while still meeting your desired aesthetic. Prior to our live design consultation, Vision introduces the initial design through a video recording that explains our design decisions. You can easily share this video with other stakeholders to get their buy in.

How we ensure your success.

Custom Data-Driven Design

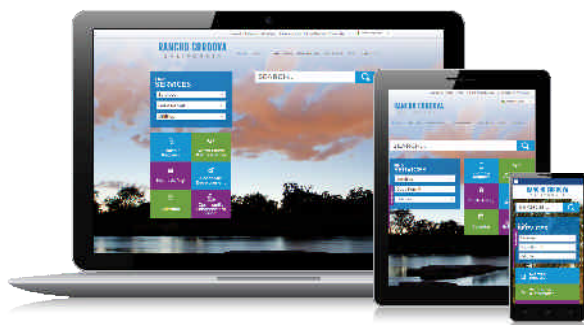
You'll begin the design process with a brainstorm session with your graphic designer. We'll review data & recommendations compiled in the CX analysis, and ask questions to understand your desired aesthetic. Information will be compiled into a digital mood board that summarizes overall style and direction.

Collaborative Process

Using our advanced design collaboration software, you will be able to easily make comments and provide direction for your design revisions. We provide unlimited revisions and won't stop until your team is completely satisfied.

Expert Designers

With Vision, you get an expert graphic designer to help guide your site look and feel throughout your project. The Vision design team has an average of five years of experience designing websites for local governments and is well versed in the latest WCAG 2.0 Accessibility requirements.



"Design for a committee can be complex. The justification that went into the "why" before we talked about the "what" made the case. The analytics, heat maps, research, etc, made it easy for us to approve the "what" – the designs."

Ashley Downton, Communications Specialist, Rancho Cordova, CA

Vendor Solution/Implementation (cont.)

Content Strategy

Why does it matter?

The most overlooked and undervalued part of your website's usability is arguably the most important: content. Even the most visually stunning website will not be effective if the information within it is difficult to find and understand. All too often, local government websites house thousands of pages and documents that have long lost their relevance.

What do you need to consider?

As you redevelop your website, total page migration shouldn't be your goal; rather, keeping the information that is important to your customer and delivering it in a way that is easy to find and understand should be. To help, Vision offers a variety of services including consultation on content strategy and navigation, and training that introduces non-technical staff to "Writing for the Web" best practices.

How we ensure your success.

Writing for the Web

Every project includes training to introduce your staff to "writing for the web" best practices, with tips on how to make information easy for the public to understand. We offer optional customized on-site training with a hands-on workshop.

Content Organization

Ensuring your content is easily found is vital to improving CX. The Vision team does a thorough site map consultation that includes main navigation and action-based navigation. We offer optional content consultation that leverages data to drive content organization and migration decisions. Clients routinely reduce page counts by >50%.

Accessibility Offerings

Every project includes training to introduce your staff to ADA requirements and how to create and maintain compliant content. In addition, we conduct a website accessibility scan and flag issues that need to be addressed. We offer optional onsite accessibility training and consulting with a WebAIM WCAG 2.0 educated consultant.



"In the past, city staff tended to think of our website as an information repository for internal use rather than a customer resource. That's no longer the case. Our previous website had 2,845 individual pages. Our new site has just over 500 pages of information that visitors can understand the first time they read it."

Jacqueline Larson, Communications and Marketing Manager, St. Louis Park, MN

Vendor Solution/Implementation (cont.)

Mobile Optimization

Why does it matter?

Across our client base, nearly half of all traffic to the average local government website is from mobile devices. Residents are increasingly looking to complete tasks and find information when they're on the go. For this reason, it's common for the most popular pages on a mobile site to be different from the most popular pages on the main website. The unique customer experience of mobile users is critical to delivering a successful website.

What do you need to consider?

Many companies will talk to you about implementing responsive web design, which is a critical first step. However, creating a website that truly meets the needs of mobile users requires a more comprehensive approach. Will you have the ability to control how content displays on mobile? If your mobile users are looking for different content, how will you be able to address that within the site's design? These are critical questions that should be asked as part of the process and questions Vision will be able to help you address.

How we ensure your success.

Responsive Design

Vision was the first local government website provider to implement responsive web design – meaning the website will dynamically resize for all screen sizes – and we continue to lead the way in engineering the best mobile experience for visitors.

Mobile Designer

Every page on your website will be responsive, but sometimes optimizing the customer experience for mobile means moving key content, like contact information, to the top of the mobile view. With visionMobile Designer, you'll have control of how your mobile pages display.

Custom Mobile Homepage

Our optional custom mobile view leverages data from our research process to create an app-like interface for your mobile homepage, featuring the tasks most requested by mobile users. Additionally, with this view, you can quickly make adjustments should your top content change down the road.

"The biggest takeaway from our user experience research was that nearly 45 percent of our website visitors were accessing our site through their mobile phones. We were thrilled that Vision's software allowed us to create a customized mobile view that displays like the apps on the home screen of a smartphone."

**Tom Hoefer, Director of Communications & Media,
Calcasieu Parish, LA**



Firm Overview and Experience

Vision is headquartered in El Segundo, Calif. We are a national leader in government website design, development and hosting with more than 800 government, non-profit and education clients in the U.S. and Canada. Our clients range in size, with populations of less than 1,000 residents to more than 1 million.

20+	800+	20,000+	150+
YEARS EXPERIENCE	LOCAL GOV CLIENTS	USERS	CLIENT COUNCIL MEMBERS

Simply saying we're dedicated to client satisfaction isn't enough. It's our relentless focus, and one that we measure. In fact, across all of our client implementations over the past three years, **our average client satisfaction rating is 9 on a 10 point scale.**

Vision has developed many successful websites for clients across the United States, including over 150 California local governments. Below is a partial list of our California partnerships.

- City of Torrance (www.torranceca.gov)
- City of West Hollywood (www.weho.org)
- City of Manhattan Beach (www.citymb.info)
- City of Newport Beach (www.newportbeachca.gov)
- City of Culver City (www.culvercity.org)
- City of Costa Mesa (www.costamesaca.gov)
- City of Sausalito (www.sausalito.gov)
- City of Cupertino (www.cupertino.org)
- City of San Carlos (www.cityofsancarlos.org)
- Monterey County (www.co.monterey.ca.us)
- City of Santa Clara (www.santaclaraca.gov)
- City of West Sacramento (www.cityofwestsacramento.org)

Key Personnel

An essential component of Vision's qualification for this project is our team. Vision enjoys the contributions of long-term, dedicated staff who guide the development of each and every project. Their expertise will ensure the success of your website development.

David Rodriguez, Project Implementation Manager

David's technical expertise coupled with extensive experience as a project manager enables him to guide the development of each website Vision produces. He oversees our staff of project managers and implementation processes, creates necessary documentation and provides support to your Project Manager during the development.

Reference Projects:

- Yuma County, AZ (www.yumacountyaz.gov)
- Pinehurst, NC (www.vopnc.org)
- Oklahoma City, OK (www.okc.gov)

Uriz Goldman, User Experience (UX) Manager

Since joining Vision in 2005, Uriz has guided the development of hundreds of local government websites. As a Certified User Experience Consultant, he is passionate about creating more intuitive customer experiences for our clients and will oversee the comprehensive User Experience Analysis for your website.

Education:

- Bachelor of Science, Management Information Systems
- NN/g UX Certified

Reference Projects:

- Sandy, UT (www.sandy.utah.gov)
- Augusta County, VA (www.co.augusta.va.us)
- Wilmington, NC (www.wilmingtonnc.gov)

Natalia Cudlip, Art Director

Natalia's eye for detail and creativity have resulted in some of Vision's most stunning website designs since she joined Vision in 2007. As our Art Director, she leads our team of designers to help uncover what makes your community unique and collaborate with the team to bring it to life with a beautiful, custom design.

Education:

- Bachelor of Arts, Computer Animation
- Web Graphic Design Certification

Reference Projects:

- Breckenridge, CO (www.townofbreckenridge.com)
- Orange County Sanitation District, CA (www.ocsd.com)
- Williamsburg, VA (www.williamsburgva.gov)

Robert Schnelle, Client Success Manager

Robert knows visionLive inside and out and has a passion for serving customers. He will work with you once your website launches to ensure you're getting the most out of your relationship with Vision, by monitoring the site's performance, consulting with you about new features and services and providing feedback during your Site Health Check.

Education:

- Network+ and CCNA Certified

Pricing Approach

Below is a summary of our proposed project costs. Please note that Vision recognizes that the City of Plymouth has a budget to work within and thus we are open to exploring different payment options, including distributing costs differently over multiple budget years.

Annual pricing is based on a standard 5 year contract term. visionLive rates are subject to increase should a shorter term be applied.

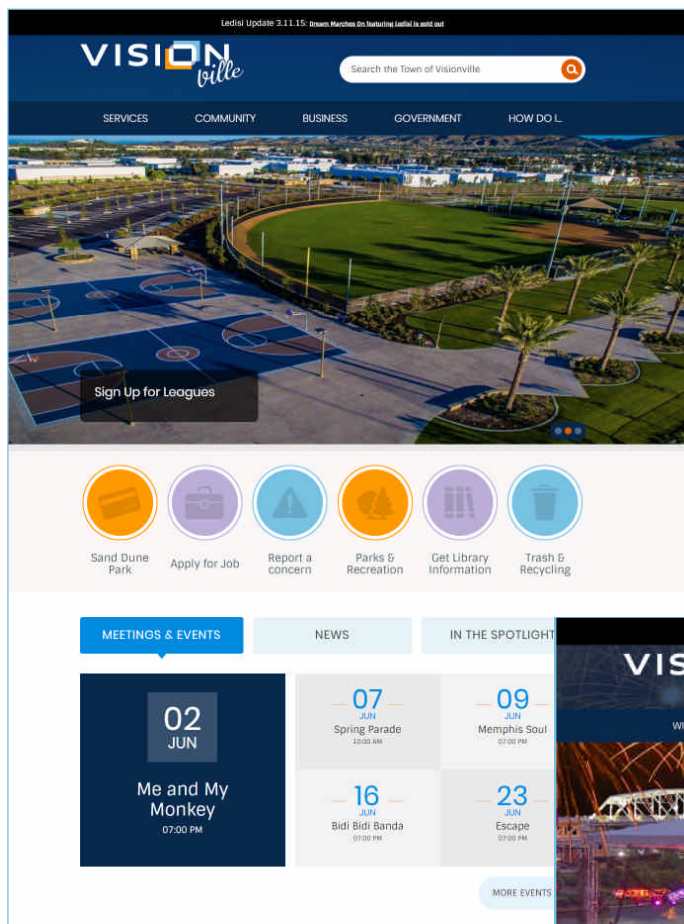
5 Year Total Cost Summary	
Year 1 (2018 to 2019) Included Professional Services	\$51,180
1 st Year of: vLive Plus Edition	\$10,800
Year 2 (2019 to 2020) 2 nd Year of: vLive Plus Edition	\$11,340
Year 3 (2020 to 2021) 3 rd Year of: vLive Plus Edition	\$11,907
Year 4 (2021 to 2022) 4 th Year of: vLive Plus Edition	\$12,502
Year 5 (2022 to 2023) 5 th Year of: vLive Plus Edition	\$13,127
5 Year Total*	\$110,856

Differentiators

On the following pages are some service offerings we believe are relevant to your project. For a full scope of services, see the Scope of Services and Solution/Implementation Design section of this proposal.

Unlimited Subsite Builder

Residents come to a government website to accomplish a task, but a task is rarely completed on the homepage. Improve the end-to-end customer journey (task optimization) with better user experiences by building a neatly organized subsite for your community. The possibilities are endless with unlimited custom designs to suit your every need.

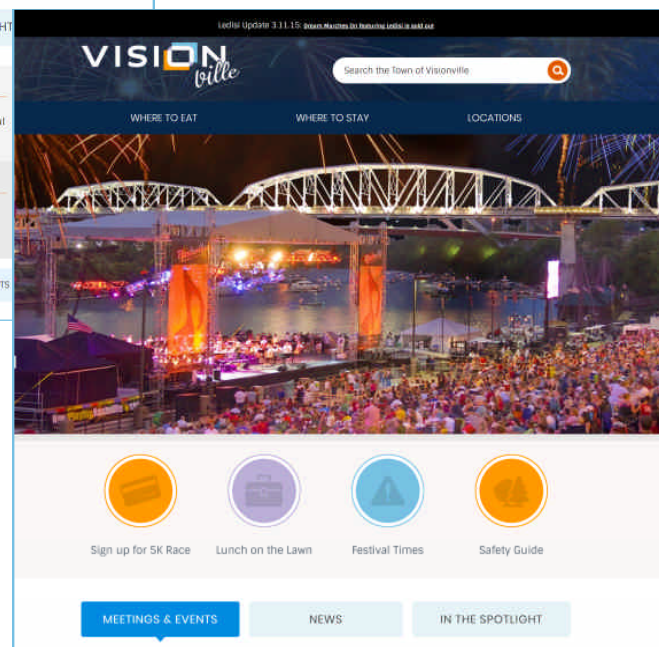


Features include:

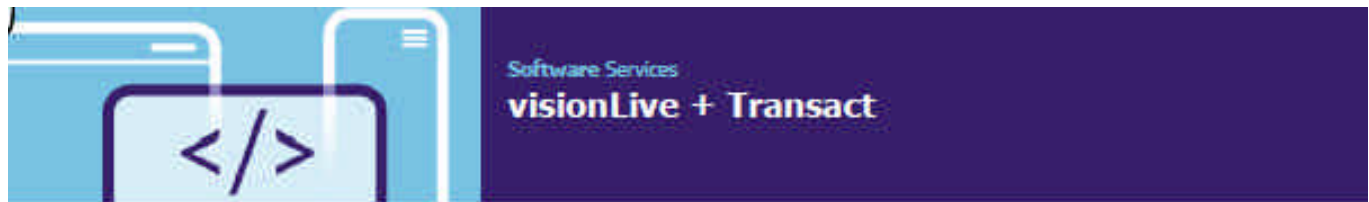
- Unique main navigation
- Department, event, or other logo
- Custom design (including images, buttons and primary text)
- Leverages main site wireframe

Common uses include:

- Department landing pages
- Emergency microsites;
- Elections and polling information;
- Festivals and concerts;
- Sporting events; and
- More!



Differentiators (cont.)



Better Citizen Experiences With Digital Services & Forms

Your citizens expect digital services. Unfortunately, finding specific services or forms on a local government website is often a challenge. Most are buried several layers within the site or even spread across many sites.

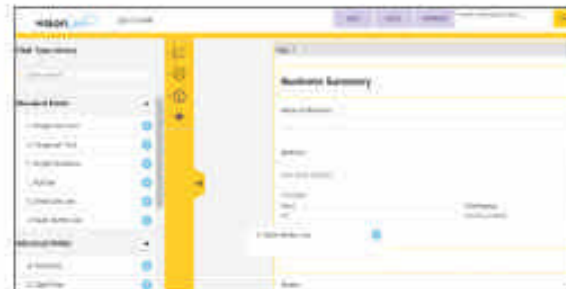
With visionLive[™] Transact, go fully digital with forms and services seamlessly integrated with your government CMS for greater citizen experiences, efficiency and savings.

Offer Citizens a Digital One-Stop-Shop

Transform any webpage into a digital service portal, providing citizens with an easy way to navigate to all the services and forms offered by your agency in just a few clicks. Our service portal can be customized for a homepage or interior page to fulfill any use case imaginable.

Easily Build Paperless Forms

Leverage Vision's growing template library as a starting point for 100s of the most common forms used in local government. Anyone can easily customize a template or start from scratch using a familiar interface and drag-and-drop functionality.



Easily build mobile friendly and accessible webforms and surveys with our drag-and-drop interface and 40+ form field elements.



Add a legally binding digital signature to any form. Signatures are validated by a third party and include a secure audit trail backed by guarantee.

Go Fully Digital with a Complete Solution

Complete approvals, applications and transactions faster by building an end-to-end digital web form with electronic signatures and payment requests. Plus, automatically route responses through your chain of command.

Offer a Digital One-Stop-Shop

-  Service Finder
-  Forms Finder
-  Geo Finder

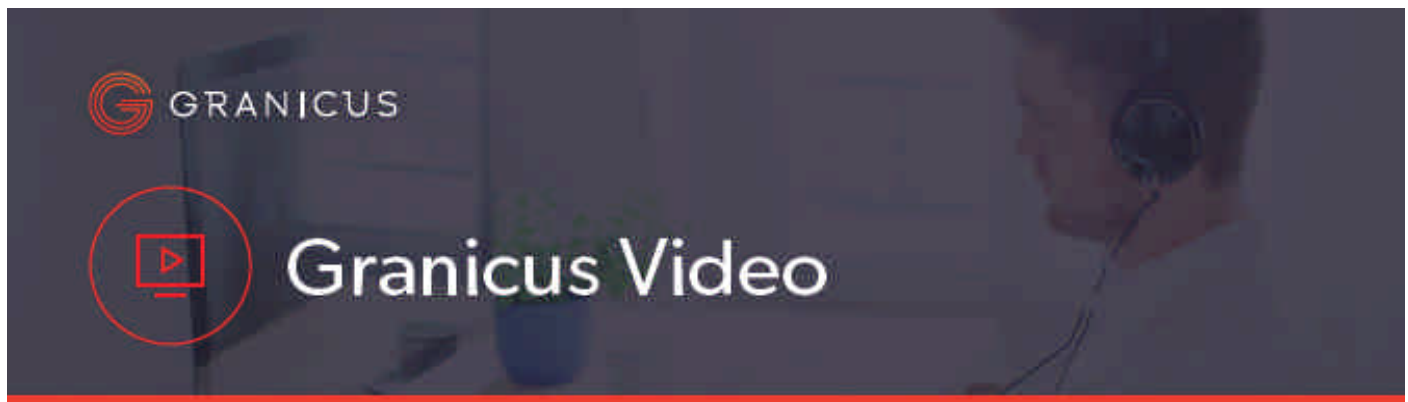
Easily Build Online Forms

-  Forms & Survey Template Library
-  Drag-and-Drop Interface
-  WCAG 2.0 Compliant

Go Fully Digital with a Complete Solution

-  Legally Binding Signatures
-  Conditional Workflows
-  Online Payment

Differentiators (cont.)



A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time

by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.



Live event streaming



Archive videos with unlimited storage



Searchable, indexed content



Publish a complete public record



Closed captioning add-on for ADA compliance



Reports to analyze public participation

Additional Information

The undersigned declares that she or he:

- Has carefully examined the Request for Proposal, which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.
- Certifies this proposal meets or exceeds all of the requirements Request for Proposal, except as otherwise indicated and supported by supplemental schedules or attachments included with this proposal.
- Will be required to provide a certificate of Insurance as detailed in this RFP.

Firm Name and Address

Vision Technology Solutions, LLC
222 N. Sepulveda Blvd., Suite 1500
El Segundo, CA 90245

Contact and Phone

Adam Isern, Regional Sales Manager
913.967.9978 / 310.656.3103 fax
aisern@visioninternet.com

Corresponding Bank/Local Branch Address

N/A

Signature of Authorized Representative



Adam Isern, Regional Sales Manager

August 7, 2018

The undersigned declares that they have carefully examined the Request for Proposal, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full.

Scope of Services and Solution/Implementation Design

City Website Redesign

Below is a brief synopsis of the deliverables included with our proposed City Website Redesign:

Deliverables
Discovery & UX Consulting Phase Timeframe Estimate: 4 to 5 Weeks Vision Responsible for: • Project Kickoff – Web-based Consultation • Project task list & timeline • Usability Study Report • Draft homepage wireframes • Design Workshop Meeting • Final homepage wireframe City Responsible for: • Assembly of core project team with decision making authority • Access to or help installing website analytics/heat map codes to current site • Completed surveys • Key assets for homepage design - logos, branding guidelines, pictures, photos, etc • Decision-maker signoff on homepage wireframe
Graphic Design Timeframe Estimate: 5 to 6 Weeks Vision Responsible for: • Initial homepage design concept to single chosen wireframe • Revisions of homepage design concept • Interior page design concepts • Revisions of interior page design concepts City Responsible for: • Feedback on homepage design concepts • Decision-maker signoff on homepage design concept • Feedback on interior page design concepts • Decision-maker signoff on interior page design concepts

City Website Redesign (cont.)

Deliverables
Content Preparation Timeframe Estimate: 3 to 4 Weeks Vision Responsible for: - Proposed Content Migration Sitemap spreadsheet - Content Migration Development, Testing & Content Migration Timeframe Estimate: 5 to 8 Weeks Vision Responsible for: - Prototype website on development server environment City Responsible for: - Review/Revise/Signoff on Content Migration Sitemap spreadsheet
Training & Launch Timeframe Estimate: 2 to 4 Weeks Vision Responsible for: 3 days of onsite training - Fix any discovered issues - Transfer and set up prototype website on production server environment - IP address of prototype website City Responsible for: - Training scheduled with all users - User Acceptance Testing (UAT) and reporting of any issues found - Completion and review of any client-migrated additional content - Update DNS and point A record to production server IP address (launch/go live) - Post launch training scheduled with all users.

Tools and Technology

Below are the features we are implementing for the City's website. Please note that we are only including a brief summary of our services due to the RFP's page limits, and can provide additional documentation upon request.

Website Development	
SERVICE	COST
WEBSITE DEVELOPMENT PACKAGE The website development package includes: • Project Management • Consultation • Programming/CMS Implementation • Mobile / Responsive Web Design Implementation • Content Strategy Package – Basic • Website Accessibility Training and Consultation – Basic • Extranet • Google Translate • Online Payment Integration • SMS Component • Vision Search • Yahoo Weather APPROVAL CYCLE Contractor will implement Approval Cycle for Client's website, where content updates and changes do not go live on the website until one or more persons have approved them. Approval Cycle allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. You may define as many workflows as you require with as many steps in the approval as you deem necessary.	\$31,530
DEPT BRANDING: DESIGN THEMES (2) Includes the creation of two Design Theme to customize a department's pages with a unique color scheme within the framework of the main website. Features include: • Design Elements: Department logo in site header, unique color scheme, unique background, separate font style • Page Layout: Interior page same as the main site, no new widgets included • Mobile: Unique color scheme, department logo in header • Main Navigation: Same as main site • Search: Search results part of main site search • Google Analytics: Use main site Google Analytics instance	\$5,000

Tools and Technology (Cont.)

Website Development	
SERVICE	COST
ACTIVE DIRECTORY INTEGRATION Includes integrating Active Directory with the VisionCMS. This will let AD accounts log-in to the VisionCMS backend and/or VisionCMS Extranet. Client commitments required: 1. Active Directory currently in use 2. Server to install the Vision AD web service on 3. Provide sub-domain and SSL certificate	\$4,000
ONSITE PROJECT CONSULTING - ONE DAY OF FOCUS GROUPS Includes one day of focus groups services • 3 sessions, 1 hour each session • City needs to assemble test groups • Vision will fix any bugs or issues related to the website; additional functionality, components or services requested will be an additional cost	\$4,860
ONSITE CMS USER TRAINING - THREE DAYS Includes three days of onsite training for your CMS users. These days are divided into sessions to provide basic and advanced training for your users, covering: • Creating, adding and editing pages • Overview with basic users of key components, such as Document Central, Image Library, News and Calendar (as time permits) • Overview with advanced users on Forms, Services Requests or other components of your choosing (as time permits) • User administration • Site settings and configurations • Class optimal for 8-10 participants	\$5,790
VISIONLIVE PLUS EDITION visionLive services for the main City Website • Monthly Software Updates • Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) • Training Webinars and On-Demand Video Library • Best Practice Webinars and Resources • Site Improvement Credits • Account Reviews • Robust Hosting • DDoS Mitigation • Disaster Recovery • Data Security	\$10,800/year with a 5% annual increase

Business Requirements Matrix

Requirements ID	Requirements Description	Vendor Response: How does your system meet the requirement?	Vendor Response: Is customization required? Yes or No
1	Scalable solution with a consistent interface design, that allows for content management by selected City personnel. a. Roles and responsibility-based content management b. Scalable means the site can have subsites added.	Included with our solution at no additional cost is the ability to set-up specific user roles and responsibilities, as well as two Design Themes for individual department branding. As an option, we can also discuss additional subsite options.	No
2	Browser and platform neutral a. IE, Chrome, Firefox, Safari etc b. iOS, Android etc	Your new website will be accessible from all of the most commonly used browsers and operating systems.	No
3	Complete site search	For your project, we will implement Vision Search into your website. This powerful tool searches all the files on your site including documents such as Word and .PDF files.	No
4	Robust and a very user-friendly Content Management System (CMS) to update the websites	Our included content management system, visionLive™, is designed to help you and your team deliver a superior digital customer experience (CX) long after the Vision project team hands over your newly designed website. Ease, control and flexibility combine to empower you to maintain, and hopefully elevate, your customers experience over time.	No
5	Ability for staff to make real-time content changes	Content changes can be made and published immediately, based on user permission level.	No
6	Clean, contemporary design and flow	Our comprehensive consultation process includes working with your staff on creating a design that meets your specific branding needs.	No
7	Intuitive navigation with a site structure that does not require multiple clicks to reach desired page	We will aim to create a navigation structure where your staff can find information in no more than three-clicks.	No
8	Ability to create role-based content management access to the page level (staff members can only affect the specific pages granted to them)	As described above, included with our solution at no additional cost is the ability to set-up specific user roles and responsibilities, with site sections/departments only accessible for editing by designated staff.	No
9	Site must have a workflow for users (ie Contributor/Approver)	Our system allows you to create as many workflows with as many steps in the process as required.	No

Business Requirements Matrix (Cont.)

Requirements ID	Requirements Description	Vendor Response: How does your system meet the requirement?	Vendor Response: Is customization required? Yes or No
10	Website must not require any plug-ins.	No plug-ins will be required to view your new site.	No
11	Provide training to city staff in updating and maintenance of the websites	Three days of onsite CMS training are included with your project, as well as free, ongoing webinars that any member of your staff can attend.	No
12	Websites to be hosted by vendor	The City will receive our comprehensive hosting solution through our visionLive subscription service, ensuring optimal website performance, scalability, protection and security. Vision's private cloud environment is provided by Rackspace, the world's #1 private cloud hosting solution, utilized by over 50% of the Fortune 100 (multiple layers of redundancy, 24/7 manned NOC, extensive expertise, and active monitoring).	No
13	Active Directory integration	Our solution includes integrating Active Directory (ADFS) with the visionLive Content Management System to authenticate and authorize CMS and website users.	No
14	Social Media Integration	Our solution includes allowing for incoming and outgoing feeds, as well as management of campaigns built in seamlessly with the news and calendar tools.	No
15	Widescreen layout for Desktops	Vision can create a responsive, widescreen site layout appropriate for desktop viewing.	No
16	Responsive Design for multiple layouts for various screen sizes and resolutions (for Desktop/Laptop/Tablet/Mobile screens)	Our solution includes responsive design, so that your website's screen size adapts to your users' viewing choices.	No
17	Customized mobile display	Your website will be viewable from all mobile devices.	No
18	Translation feature for the website (Spanish and other languages).	As part of your project, we can implement the free Google translation link in your website. This link will direct website visitors to the Google translation website. We will provide links at the top of your homepage that allow for easy navigation between the different language sites.	No
19	WCAG2.0/ADA Compliance	Vision will design the website frontend navigation and graphic design to be generally compliant with WCAG 2.0 A.	No

Business Requirements Matrix (Cont.)

Requirements ID	Requirements Description	Vendor Response: How does your system meet the requirement?	Vendor Response: Is customization required? Yes or No
20	Analytics Reporting regarding site usage	Included with our proposal, we offer web analytics to analyze website traffic. It presents site traffic reports in an organized and concise format, all with full-color graphics. By utilizing this, we are able to offer complete reports on website visitor patterns, referring sites, visitor paths, and demographics.	No
21	Online help (searchable)	We will provide on-demand training videos and a resource library so that the City can find the information it needs at anytime.	No
22	Content Migration of all contents from the current website. e.g. Doc Central, Image Gallery, News, Calendar, eBlasts, bids/RFPs, Newsletters etc.)	We are including migration of all content from your current site into the new site.	No
23	Migration of iFrame pages.	We can migrate your current website's iFrame pages into the new site.	No
24	URL Rewrites	As a part of our migration process, we can help the City rewrite its site URLs.	No
25	Home Page or Department landing page photos should be editable	Photos on your website can be changed by your staff at anytime.	No
26	Broken link report	Any time that a page is not found on the website (404 error) the site visitor has the opportunity to fill in a broken link report. These submissions are saved in the Broken Links Reporter for review and resolution. Each entry records the error date and time, the broken page URL, the URL that links to the broken URL, the user IP and the user submitted comments.	No
27	Unused Document/Image report	We can discuss the best way to organize unused documents, images and other files with the City staff.	No
28	Search functionality on Document & Image Central using Doc/Image Ids.	We can set-up search functionality for your documents and images based on id tags.	No
29	Resend/Reminder option for eNotifications	Your staff will be able to send reminder notices to subscribers of previous notifications.	No
30	eGroups should have hidden groups for testing purposes	We can further discuss this requirement with the City and help set-up the necessary hidden eGroups for your site.	No
31	Page level control for Editing/Approving.	We can set-up web pages so that they are only editable by certain user roles/groups.	No

Business Requirements Matrix (Cont.)

Requirements ID	Requirements Description	Vendor Response: How does your system meet the requirement?	Vendor Response: Is customization required? Yes or No
32	Track-Change feature for edited text. This would show the approver what changes were made.	Anytime changes are made to a webpage, your users can manually archive content or set it to automatically archive, allowing you to compare previous versions of content.	No
33	Page should have Publish/Expiry Date & Time	Content can be set to expire on a specific day and time so that it can be automatically removed or archived by the system.	No
34	Scheduled e-notifications at a specified future date/time.	E-Notifications can be set to send at a specific date and time.	No
35	Existing page, when edited should have future publish/expiry date. After the expiry of the new version of the page, it should revert to the current version.	Our solution allows all standard pages and specific predefined component content to be published ahead of time. In addition, content can be set to expire on a specific day and time so that it can be automatically removed or archived by the system; from there, your staff can use a different version of the page to replace the expired page.	No
36	Ability to delete Search Index	Your staff will be able to delete the search index.	No
37	City should be able to set up a new website under the CMS provided by vendor, without involving vendor. The CMS provided by vendor should support multiple domains, Sites, Subsites.	Included with our visionLive Plus Edition is an Unlimited Subsite Builder, so that your staff can create their own subsites as needed.	No
38	On-demand Audio streaming on web pages	We can discuss storage and displaying streaming video and audio on your webpages as an option, and find the best solution for your specific needs.	No
39	On-demand Video streaming on web pages	See our response to Item 38 above.	No
40	Audio/Video file upload to the Content Management System	See our response to Item 38 above.	No
41	Ability to add and store static HTML pages created outside of CMS.	We can discuss this feature in more detail with the City so that we can create a solution that meets your specific requirements.	No
42	In the eNotification lists it should be possible to add subscribers from one group to another.	Users on different e-Notification lists can be exported and brought over into other lists.	No
43	eNotification subscriber lists should be able to show list of subscribers for each group.	E-Notification user lists can be exported, showing subscribers related to each group.	No
44	Website should have optional SSL based access	We can discuss this option with the City upon request.	No
45	Ability to copy the content of the entire site (if its hosted by you) to a storage device at our end, on a periodic basis	Vision backs-up your website on a daily basis and, as an option, we can discuss periodically storing saved content on the City's end.	No

Security and Hosting

Vision provides comprehensive hosting through our visionLive™ subscription service, ensuring optimal website performance, protection and security.

Security and Hosting	
DDoS Mitigation	Included
World-class network security team on-site for fast mitigation efforts	X
World-class network security experts and anomaly-detection technology to identify attack source and type of attack	X
Monitor attacks for threshold measured in 100s of GB/s	X
Global terabit-scale network with over 1 Tbps of active capacity	X
Granular network-level traffic analysis capable of handling tens of millions of packets per second while examining all incoming packets for patterns of malicious activity	X
DDoS Advanced Security Coverage	Included
Continuous DDoS mitigation coverage	X
World-class mitigation capabilities	X
Filtered bandwidth throttling	X
Signatures-based source path identification	X
Heuristics-based behavior analysis	X
Router queue management	X
IP blacklisting	X
DNS recursion attenuation	X
Malformed packet dropping	X
Up-to-date intelligence feeds	X

Security and Hosting (Cont.)

Security and Hosting	
Data Center	Included
Private cloud management provider with over 60% of the Fortune 100 companies	X
Cloud-enabled Managed Hosting by a leader in Gartner Magic Quadrant	X
Enterprise grade on-site back-ups and generators	X
Fully redundant network with 1-hour hardware replacement guarantee	X
SOC II Type II security levels	X
First –level system monitoring by world-class NOC and global support team	24/7/365
Hosting	Included
Automated visionLive software updates	X
First –level system monitoring by world-class NOC and global support team	X
Server updates and security patches	X
Database server updates and security patches	X
Antivirus management and updates	X
Industrial grade redundant firewall solutions	X
Fully redundant NAS servers	X
Fully load balanced servers to enable more security, performance and reliability	X
Bandwidth	Included
Industrial grade network providers	X
Unlimited bandwidth usage for normal business operations	X
Disaster Recovery	Included
First –level system monitoring 24/7/365 by world-class NOC and global support team	X
Event notification emails, in-app messages, and SMS	X
Guaranteed recovery TIME objective (RTO)	≤ 90 minutes
Guaranteed recovery POINT objective (RPO)	15 minutes
Recurring monthly failover testing	X
Alert monitors for disaster situations	X
Multiple data centers	X
Geographically diverse data centers	X

Pricing Model

Pricing Template – Request for Proposal for Website Redesign		
One-Time Fees		
1	Price for complete redesign of existing website (See complete cost breakdown on page 15)	\$51,180
2	Cost to host website for term of contract (Included with Annual Maintenance Costs Below)	\$0
3	Cost to provide in-house hosting of website (N/A – Service not provided)	\$0
	Total Initial Implementation Cost	\$51,180
Annual Costs		
4	Annual Maintenance Cost for Five (5) Years	\$10,800/year with a 5% annual increase
5	Labor Cost for Any Special Additional Programming List Position and Hourly Rates	Content Migration \$85/hr Graphic Production \$95/hr Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming \$105/hr Consulting, Project Management, Database Design, Dynamic Programming \$135/hr Graphic Design, Training \$125/hr

References

Reference No. 1

Customer Name: City of Cupertino, California (www.cupertino.org)
 Contact Individual: Shivani Tripathi, Software Consultant
 Telephone: 408-777-7605
 Email Address: shivanit@cupertino.org
 Street Address: 10300 Torre Avenue
 City, State, Zip Code: Cupertino, CA 95014-3202

Reference No. 2

Customer Name: City of Torrance, California (www.torranceca.gov)
 Contact Individual: Mark Iinuma, IT Analyst
 Telephone: 310-781-7693
 Email Address: miinuma@torranceca.gov
 Street Address: 3031 Torrance Blvd.
 City, State, Zip Code: Torrance, CA 90503

Reference No. 3

Customer Name: City of Santa Clara, California (www.santaclaraca.gov)
 Contact Individual: James Nguyen, Web Applications Consultant
 Telephone: 408-615-2023
 Email Address: jnгуyen@santaclaraca.gov
 Street Address: 1500 Warburton Avenue
 City, State, Zip Code: Santa Clara, CA 95050

Reference No. 4

Customer Name: City of West Hollywood, California (www.weho.org)
 Contact Individual: Brett White, Digital Media Coordinator
 Telephone: 323-848-6523
 Email Address: bwhite@weho.org
 Street Address: 8300 Santa Monica Blvd
 City, State, Zip Code: West Hollywood, CA 90069

Vision has not had any clients who have terminated services in the last three years prior to the end of their service agreement.

Due Diligence and Additional Information

Due Diligence

As the City of Pittsburg's current website provider, we are already familiar with your current website environment and would therefore need very little additional due diligence in order to construct a BAFO. We would only need to confirm if the City is interested in any additional third-party applications or customizations not currently present in the City's website.

Included Warranty

All unmodified programming code developed by Vision is warranted to be free of any material errors or bugs so long as the City maintains a visionLive™ Subscription.

Duration of Offer

Vision agrees to perform the services at the prices quoted in this proposal. This quote is valid for 180 days.

Website Accessibility

The website frontend navigation and graphic design will be generally compliant with WCAG 2.0 A.

Ownership and Licensing

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2017

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

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

PRODUCER
HAUSER
5905 E. GALBRAITH RD. SUITE 100
Cincinnati OH 45236

CONTACT NAME: Vicki Dixon
PHONE (A/C No. Ext): 513-745-9200 FAX (A/C No.): 513-984-7059
E-MAIL ADDRESS: vdixon@thehausergroup.com

INSURED
VISIO-2
Vision Holdings LLC and
Vision Technology Solutions LLC.
222 N. Sepulveda Blvd. Suite 1500
El Segundo CA 90245

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Insurance Company	22292
INSURER B: Lloyds of London	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1300812031

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	O7W A400315	8/15/2017	8/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	O7W A400315	8/15/2017	8/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0	Y	Y	O7W A400315	8/15/2017	8/15/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	W2W A398655	8/15/2017	8/15/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Property/Special/RC E&O/Cyber Liability			O7W A400315 MPL2031672	8/15/2017 8/15/2017	8/15/2018 8/15/2018	Contents Limit/Ded E&O/Cyber Liability \$53,045/\$500 \$1.5M Agg/\$5K DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAIC information for Lloyds of London

Alien ID # AA1120098
Lloyd's Syndicate # 3624

CERTIFICATE HOLDER

CANCELLATION 30 days except 10 days non payment

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

AUTHORIZED REPRESENTATIVE

J. M. Wonnell

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Brad Farmer

From: Adam Isern <adam.isern@granicus.com>
Sent: Tuesday, November 6, 2018 3:58 PM
To: Brad Farmer
Subject: RE: Granicus bid for website redesign for Pittsburgh

Sure Brad,

We can split this bill evenly over 5 years. \$97,729 split each year over 5 years is \$19,546/per year.

First year free below (first 12 mo. After contract execution). Total \$97,729.

One time costs	\$ 51,180
Year 1	\$ 0
Year 2	\$ 10,800
Year 3	\$ 11,340
Year 4	\$ 11,907
Year 5	\$ 12,502

5 year total
cost \$ 97,729

Thanks,

Adam Isern
Account Manager
P: 913.660.0617 | M: 913.967.9978 | E: adam.isern@granicus.com



From: Brad Farmer <BFarmer@ci.pittsburg.ca.us>
Sent: Tuesday, November 6, 2018 5:56 PM
To: Adam Isern <adam.isern@granicus.com>
Subject: RE: Granicus bid for website redesign for Pittsburgh

Adam,

You mentioned that the cost could be spread over 5 years evenly in a prior email. Can you send me a new email with this also detailed.

Brad Farmer

Director of Finance
City of Pittsburgh
(925) 252-4848 | bfarmer@ci.pittsburg.ca.us

From: Adam Isern <adam.isern@granicus.com>
Sent: Tuesday, November 6, 2018 3:41 PM
To: Brad Farmer <BFarmer@ci.pittsburg.ca.us>
Subject: Granicus bid for website redesign for Pittsburg

Hi Brad,

Good news, I have approved the pricing structure as we discussed below. First year free (first 12 mo. After contract execution). Total \$97,729.

We can bill this \$19,546/year over 5 years.

One time costs \$ 51,180

Year 1 \$ 0

Year 2	\$ 10,800
Year 3	\$ 11,340
Year 4	\$ 11,907
Year 5	\$ 12,502

5 year total

cost \$ 97,729

Best regards,

Adam Isern

Account Manager

P: 913.660.0617 | M: 913.967.9978 | E: adam.isern@granicus.com



Website RFP Results

Vendor	5 year Cost	Technical Rating	Website Ratings	
Atlasiko, Inc	\$ 96,000	4	4	
Granicus	97,729	1 or 2	1	Recommen
Civic Plus	102,862	1 or 2	2	
Digital Deploy	131,750	3	3	
GHD Limited	160,900	Not reviewed	Not reviewed	
Alfatek	236,624	Not reviewed	Not reviewed	
Celtis Ventures Inc	252,049	Not reviewed	Not reviewed	
Open Cities	289,300	Not reviewed	Not reviewed	
Statusnotquo.com	344,998	Not reviewed	Not reviewed	
MG Hurston (Pittsburg)	1,126,500	Not reviewed	Not reviewed	
Wexford	Submission Incomplete			
M6 Royal Platuim	Submission Incomplete			
Apptales LLC	Submission Incomplete			
Bartan	Submission Incomplete			
Ksoft Systems Inc	Received Late			
Civiclive	Received Late			
Revize	Received Late			

ided



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

DATE: 11/7/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Receive and File the Treasurer's Report for the Quarter Ending September 30, 2018
MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending September 30, 2018, which include the combined detail information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

FISCAL IMPACT

Net investment income for the quarter was \$423,873, which includes regular earnings and market value adjustments as required by Governmental Accounting Standards Board Statement Number 31.

The City's and Agency's expenditure requirements for the next six months are covered by anticipated revenues from operations and maturing investments.

RECOMMENDATION

City Council accepts the Treasurer's Report for the quarter ending September 30, 2018 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

Beginning July 1, 2018, the City's investments have been managed by the City's registered investment advisor, Chandler Asset Management (CAM). The City's objective in order of priority, are to provide safety ensuring the preservation of capital, provide sufficient liquidity for cash needs and earn a competitive rate of return (yield) within the confines of the California Government Code and the investment policy. CAM is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The City and the Agency's investment portfolio decreased by \$41.8 million during the first quarter of FY 2018-19, from \$140.0 million on June 30, 2018 to \$98.2 million on September 30, 2018. The primary decrease was due to payments of \$28.0 million for Successor Agency debt service payments, \$7.5 million for City's pension and other debt obligations and \$6.3 million to cover normal operating expenses. See attached Table I for summary of City's Investments.

The portfolio's total return for the quarter was 0.34%, which outperformed the 0.20% return set by Bank of America Merrill Lynch 1-3 Year U.S. Treasury Index (City's performance benchmark). This benchmark was changed July 1, 2018 from the Bank of America Merrill Lynch 0-5 Year U.S Treasury Index due to raising interest rates in the U.S economy.

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.

Attached is the CAM Investment Report detailing an economic update, account profile and investment activity for the quarter ending September 30, 2018.

ATTACHMENTS: Letter from City Treasurer
Table I – City's Investment Summary
Investment Report by Chandler Asset Management

Report Prepared By: Priscilla Wong-O'Rourke - Accountant



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

November 5, 2018

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending September 30, 2018 and find that it complies with the Investment Policy established by my office.

Sincerely,

A handwritten signature in black ink that reads "Nancy Parent". The signature is fluid and cursive, with a long, sweeping line extending from the end of the name.

Nancy Parent
City Treasurer

CITY OF PITTSBURG
City's Investment Summary
FY 2018-19 -1ST Quarter

Table I

DESCRIPTION	BALANCE 06/30/18	BALANCE 09/30/18	Variance
<u>CASH & INVESTMENTS:</u>			
City Managed	\$ 91,274,536	\$ 17,076,529	\$ (74,198,007)
Advisor Managed	48,689,279	81,119,744	32,430,465
TOTAL	\$ 139,963,815	\$ 98,196,273	\$ (41,767,542)

Note: The new advisor started investing in the bond reseves which were previously managed by staff. The City also transferred an additional \$12 milliomm in cash to the advisor to maxamize yield.



CHANDLER ASSET MANAGEMENT

Investment Report

City of Pittsburgh

Period Ending
September 30, 2018



Table of Contents

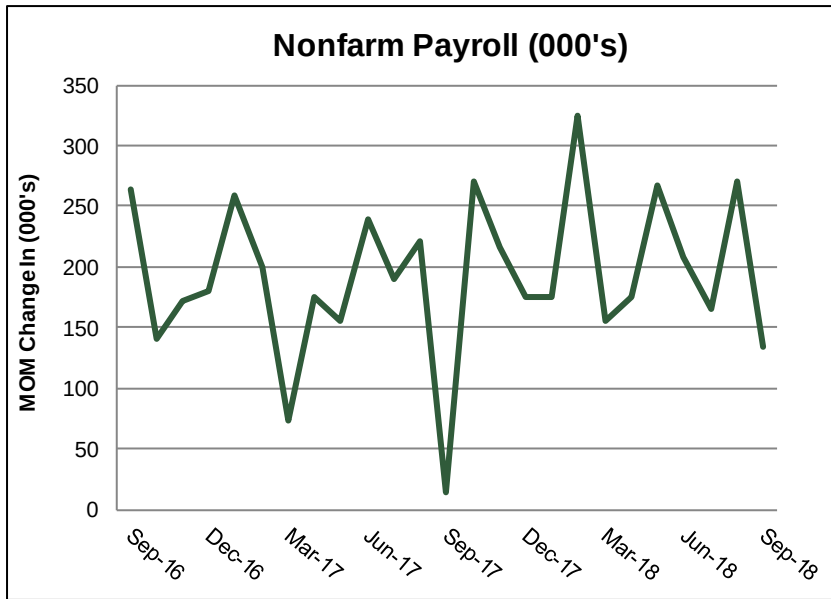
SECTION 1	Economic Update
SECTION 2	Account Profile
SECTION 3	Consolidated Information
SECTION 4	Portfolio Holdings
SECTION 5	Transactions

SECTION 1

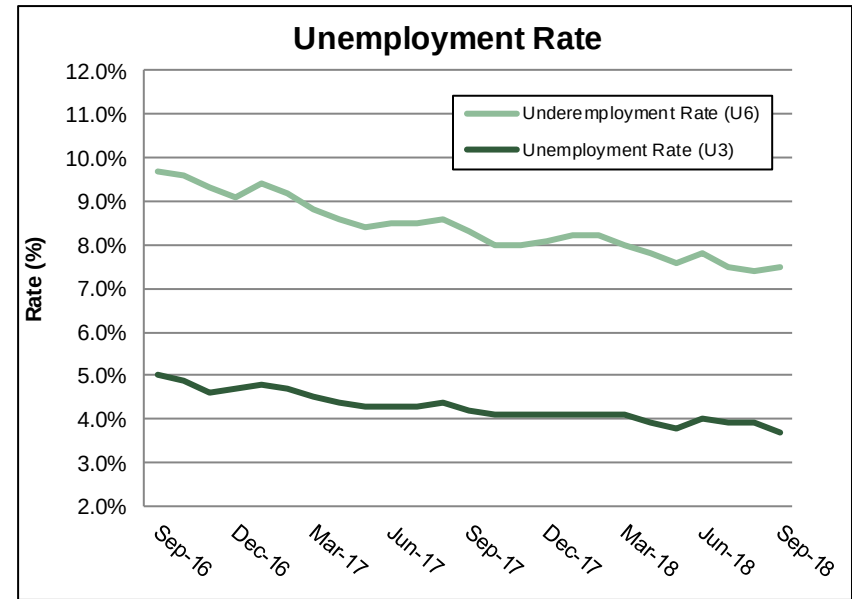
Economic Update



- As expected, the Federal Open Market Committee (FOMC) voted to raise the fed funds target rate by 25 basis points to a range of 2.00%-2.25% at the September 26th meeting. The vote was unanimous, including a vote from the new Board of Governors Vice Chair, Richard Clarida. The Fed raised its median forecast for GDP growth in 2018 and 2019 and left its forecasts for unemployment and inflation relatively unchanged. The Fed also kept its fed funds rate forecasts unchanged with the exception of the longer-run target which increased slightly to 3.0%. The Fed's forecast points to one more fed funds rate hike this year and three more hikes next year. Once again, in its policy statement, the FOMC noted that economic activity has been rising at a "strong rate" and policymakers expect that further gradual increases in the fed funds rate will be appropriate. The FOMC continues to believe risks to the economic outlook are roughly balanced. Market participants believe there is a very high probability that there will be another rate hike in December.
- Economic data remains favorable but predictive economic indicators suggest that economic growth is unlikely to accelerate. Although the labor market is strong and consumer confidence is high, we do not believe the economy is close to overheating. The Core PCE Index suggests that inflation is in line with the Fed's 2.0% target. Market participants are forecasting annualized GDP growth of about 3.2% in the third quarter, 2.8% in the fourth quarter, and 2.5% next year.
- Treasury yields increased in September. At month-end, the 2-year Treasury yield was up 19 basis points to 2.82%, while the 10-year Treasury yield was up 20 basis points to 3.06%. The spread between 2- and 10-year Treasury yields remained narrow at just 24 basis points at month-end. Over the past 20 years, the average spread between 2- and 10-year Treasuries has been about 140 basis points. We foresee an upward bias to rates across the Treasury yield curve but believe that the yield curve will remain quite flat over the intermediate-term.

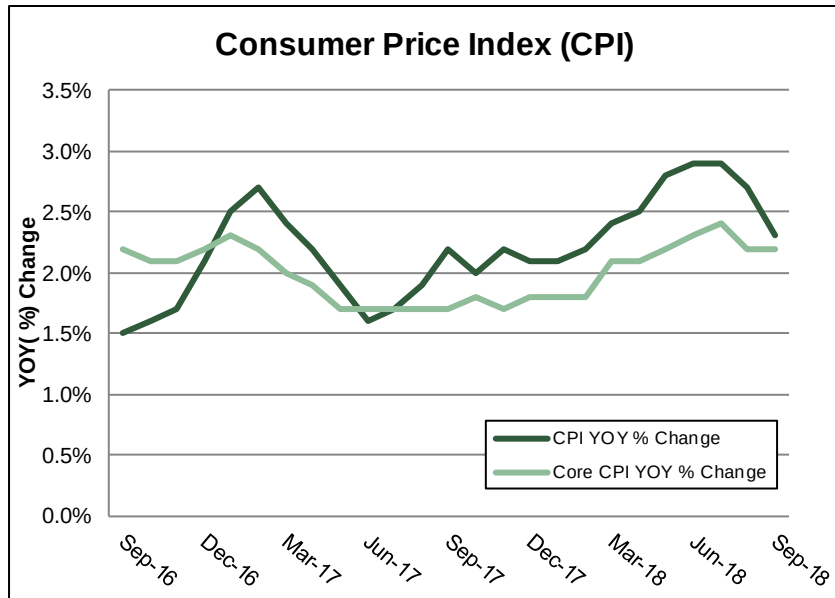


Source: US Department of Labor

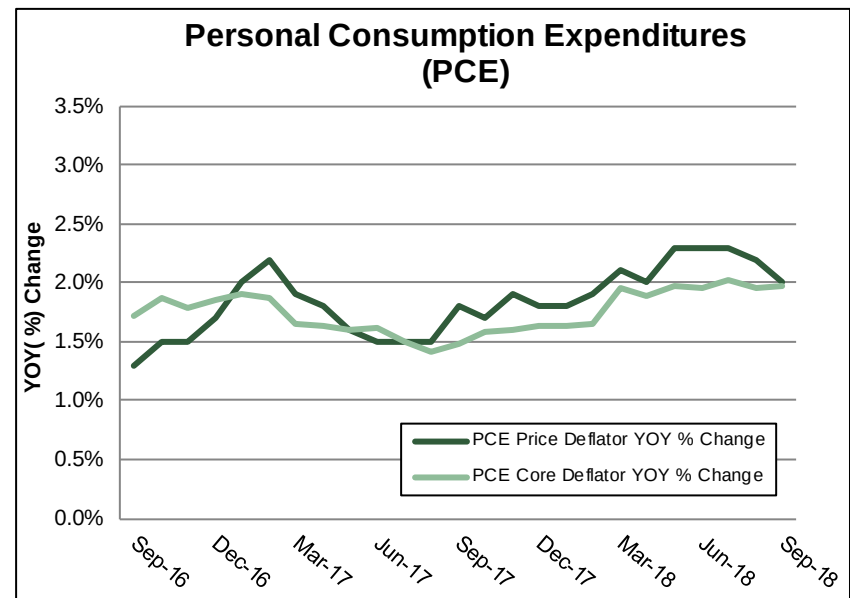


Source: US Department of Labor

U.S. payrolls rose by 134,000 in September, below the consensus forecast of 185,000. However, July and August payrolls were revised up by a total of 87,000. On a trailing 3-month and 6-month basis payrolls increased by an average of 190,000 and 203,000 per month, respectively, more than enough to absorb new entrants into the labor market. The unemployment rate declined further in September to 3.7% from 3.8% in August. The labor participation rate was unchanged month-over-month at 62.7%. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, increased to 7.5% from 7.4% in August. Wages rose 0.3% in September on a month-over-month basis, in line with expectations. Wages were up 2.8% on a year-over-year basis in September, versus up 2.9% year-over-year in August. The average workweek was unchanged at 34.5 hours. Overall, the September employment report indicates the labor market remains strong, and there is steady but modest upward pressure on wages.

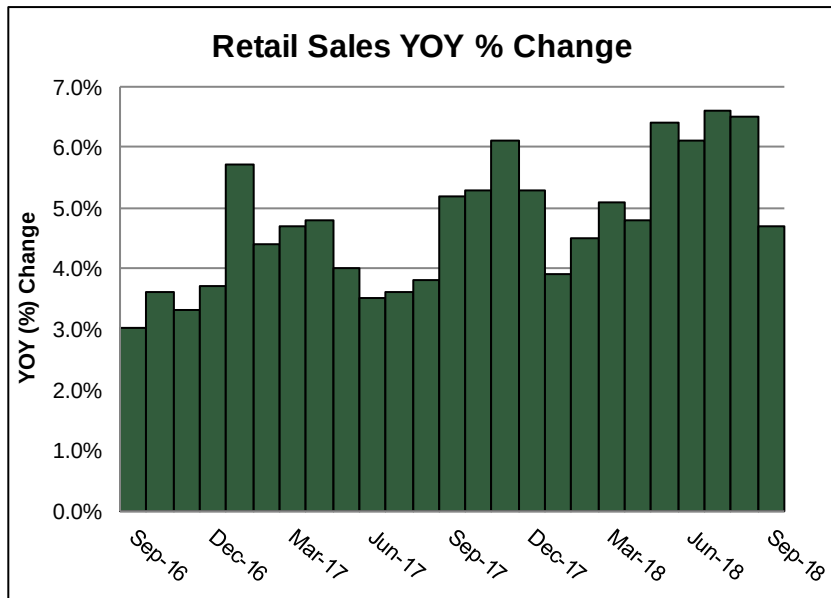


Source: US Department of Labor



Source: US Department of Commerce

The Consumer Price Index (CPI) was up 2.3% year-over-year in September, versus up 2.7% year-over-year in August. Core CPI (CPI less food and energy) was up 2.2% year-over-year in September, unchanged from 2.2% year-over-year in August. The Personal Consumption Expenditures (PCE) index was up 2.0% year-over-year in September, down from 2.2% year-over-year in August. Core PCE (excluding food and energy) was up 2.0% on a year-over-year basis in September, unchanged from 2.0% in August. Core PCE inflation, which is the Fed's primary inflation gauge, remains in line with the Fed's 2.0% target.



Source: US Department of Commerce

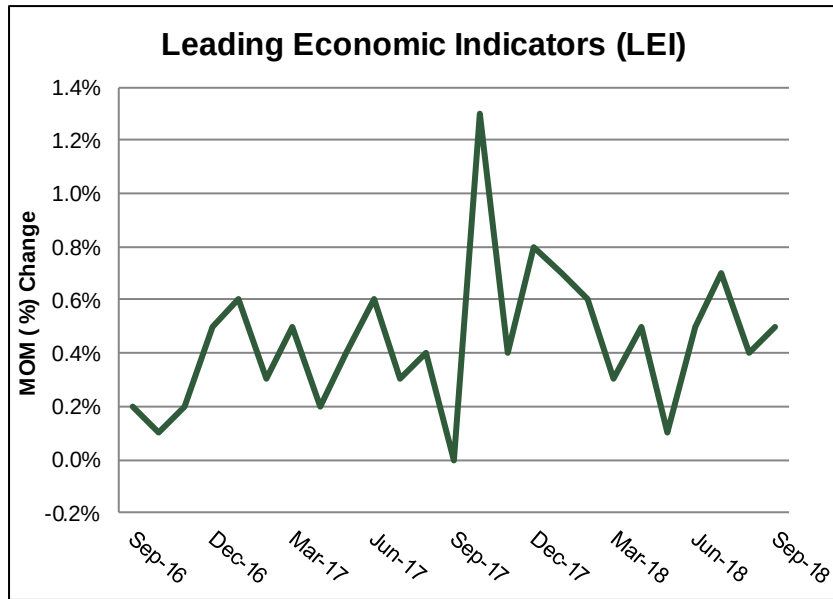


Source: The Conference Board

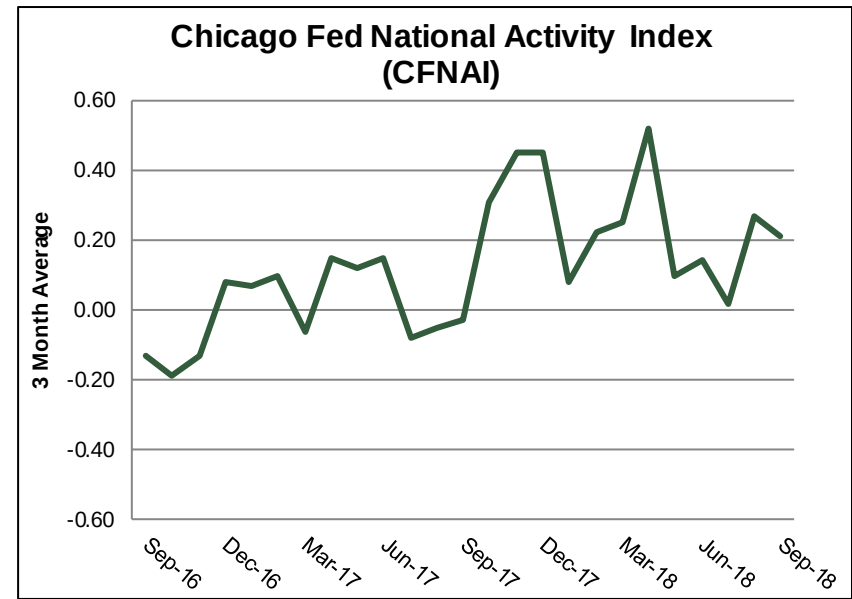
On a year-over-year basis, retail sales were up 4.7% in September, versus up 6.5% year-over-year in August. On a month-over-month basis, retail sales increased just 0.1% in September, well below expectations for a 0.6% increase. E-commerce and furniture sales were strong in September while department store sales declined. The Consumer Confidence Index remains very strong at 138.4 in September, up from 134.7 in August. Ongoing strength in the labor market continues to support consumer confidence and spending trends.



Economic Activity

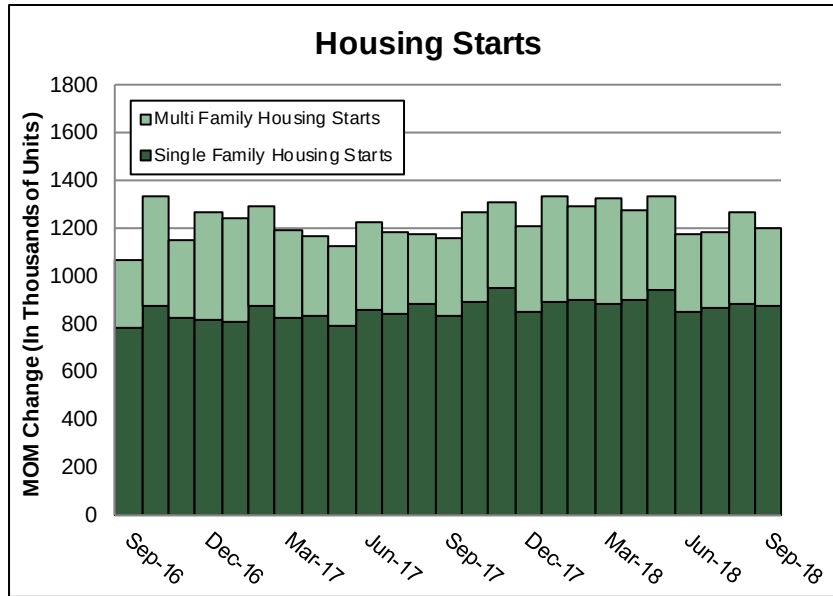


Source: The Conference Board

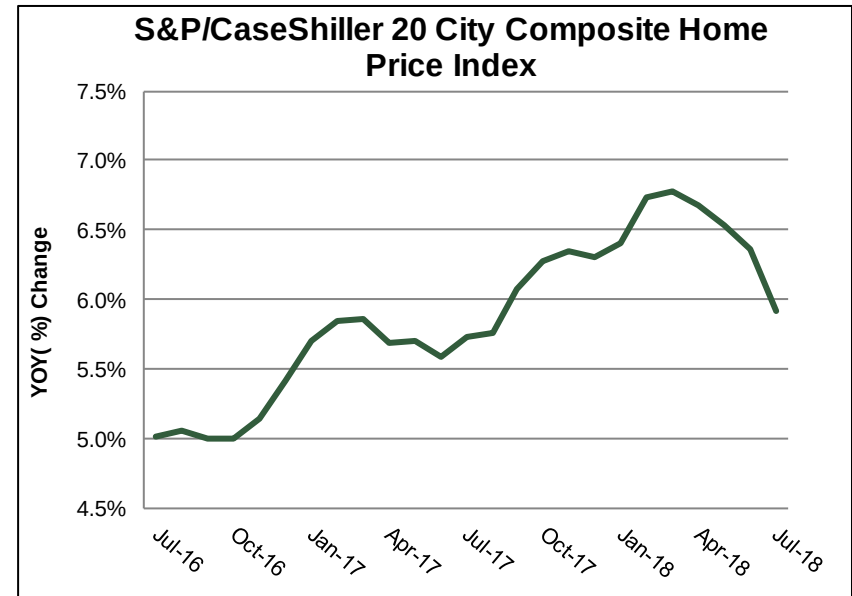


Source: Federal Reserve Bank of Chicago

The Index of Leading Economic Indicators (LEI) rose 0.5% month-over-month in September, following a 0.4% increase in August. According to the Conference Board, the index points to strong US economic growth heading into 2019. However, the Conference Board also warns that growth of index has slowed recently, suggesting that the economy may be facing capacity constraints. The Chicago Fed National Activity Index (CFNAI) declined to 0.17 in September from 0.27 in August. On a 3-month moving average basis, the index decreased to 0.21 in September from 0.27 in August. Although the index declined, it still points to above trend economic growth.

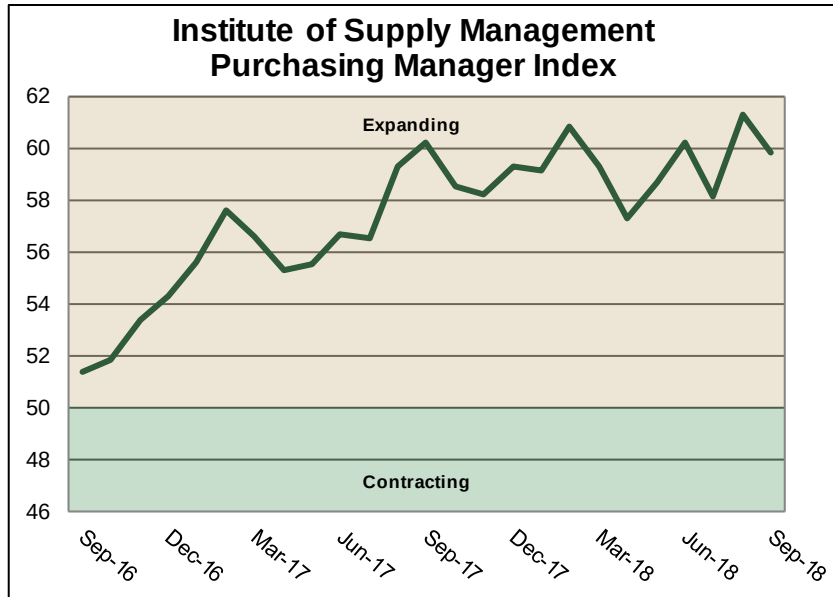


Source: US Department of Commerce

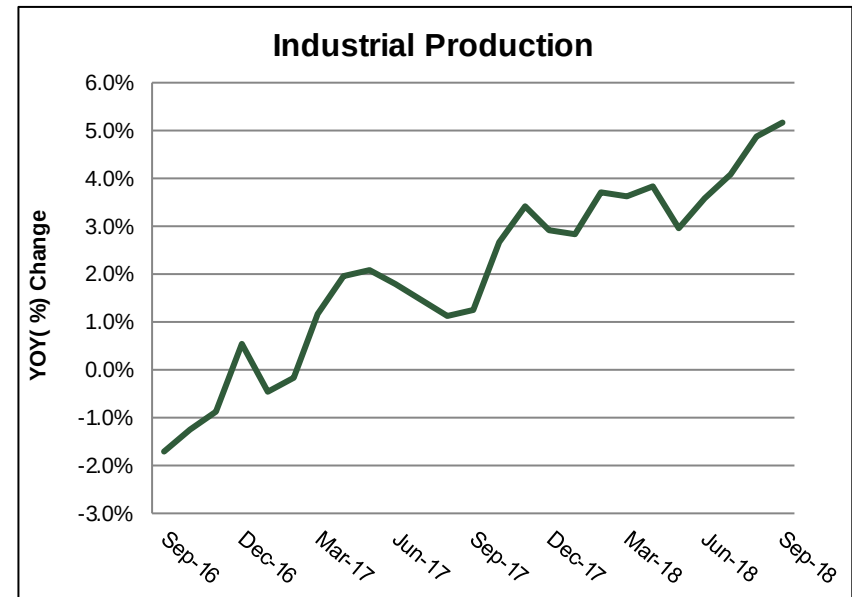


Source: S&P

Total housing starts decreased 5.3% in September. Single-family starts declined 0.9% in September and multi-family starts dropped 15.2%. Meanwhile, permits fell 0.6% in September. According to the Case-Shiller 20-City home price index, home prices were up 5.9% year-over-year in July, versus 6.4% in June. Housing data tends to be volatile on a month-over-month basis. Broadly speaking, the housing sector is facing a few different headwinds including supply constraints, rising mortgage interest rates, and a shortage of skilled labor, and housing trends have softened.



Source: Institute for Supply Management



Source: Federal Reserve

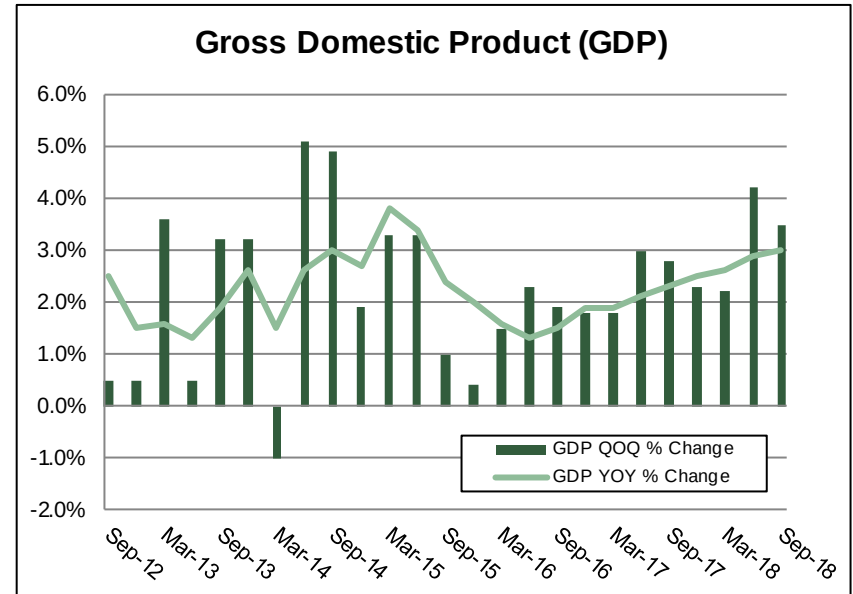
The Institute for Supply Management (ISM) manufacturing index edged down to 59.8 in September from 61.3 in August (the highest level since May 2004). A reading above 50.0 suggests the manufacturing sector is expanding. The Industrial Production index was up 5.1% year-over-year in September versus up 4.9% year-over-year in August. On a month-over-month basis, the manufacturing component of the index edged up just 0.2% in September, following a 0.3% increase in August, pointing to modest growth in the sector. Capacity Utilization was unchanged at 78.1% in September, and remains below the long-run average of 79.8% indicating there is still excess capacity for growth.



Gross Domestic Product (GDP)

Components of GDP	12/17	3/18	6/18	9/18
Personal Consumption Expenditures	2.6%	0.4%	2.6%	2.7%
Gross Private Domestic Investment	0.1%	1.6%	-0.1%	2.0%
Net Exports and Imports	-0.9%	0.0%	1.2%	-1.8%
Federal Government Expenditures	0.3%	0.2%	0.2%	0.2%
State and Local (Consumption and Gross Investment)	0.2%	0.1%	0.2%	0.4%
Total	2.3%	2.2%	4.2%	3.5%

Source: US Department of Commerce

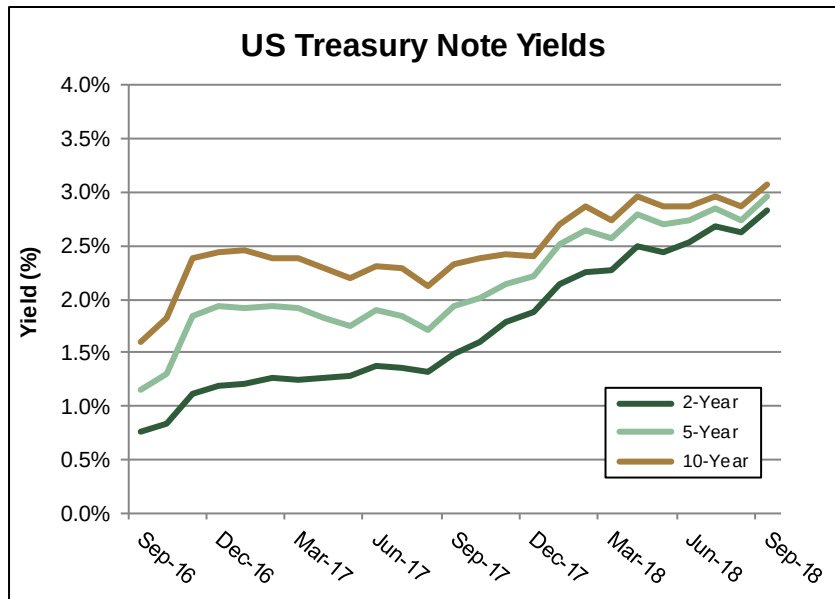


Source: US Department of Commerce

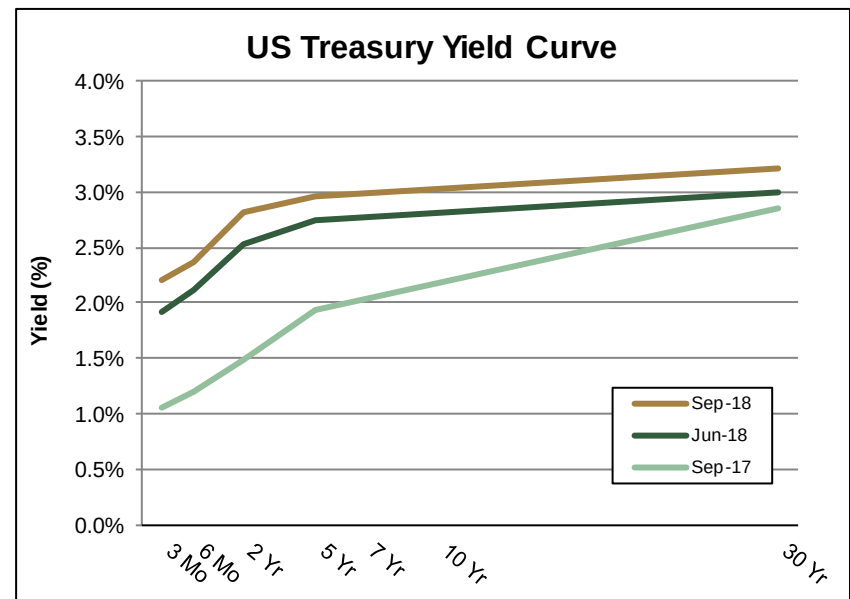
According to the advance estimate, third quarter GDP grew at an annualized rate of 3.5%, above expectations of 3.3%. This follows growth of 4.2% in the second quarter. Inventories contributed 2.1% to third quarter growth, while net trade was a 1.8% drag. Consumer spending contributed 2.7% to growth in the third quarter, compared with 2.6% in the second quarter. Looking ahead, economic growth is expected to ease to 2.7% in the current quarter and 2.5% in 2019.



Bond Yields



Source: Bloomberg



Source: Bloomberg

On a year-over-year basis, Treasury yields have increased and the Treasury yield curve has flattened. The spread between 2-Year and 10-year Treasury yields has narrowed from 85 basis points to 24 basis points, year-over-year as of September month-end. Rate hikes by the Federal Reserve have put upward pressure on rates, while supply and demand imbalances, technical factors, and subdued inflation expectations have contributed to the curve flattening.

SECTION 2

Account Profile

Investment Objectives

The investment objectives for the City of Pittsburgh, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.



City of Pittsburgh Managed Consolidated

September 30, 2018

COMPLIANCE WITH INVESTMENT POLICY

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and the Client's investment policy

Category	Standard	Comment
Treasury Issues	No limit	Complies
Agency Issues	No limit	Complies
Supranationals	"AA" rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; USD denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, IADB	Complies
Municipal Obligations	"A" rated or one of the top three rating categories by a NRSRO; 30% maximum; 5% max per issuer	Complies
Banker's Acceptances	"A-1" rated or highest short-term rating category by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or higher by a NRSRO; "A" long-term rated issuer or higher by a NRSRO, if any; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets >\$500 million; 10% max of the outstanding commercial paper of any single issuer.	Complies
Negotiable Certificates of Deposit (NCD)	AA- rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank.	Complies
Time Deposits/Certificates of Deposit (CD)	"A" rated or one of the three highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; 1 year max maturity; FDIC insured or fully collateralized in financial institutions located in California, including US branches of foreign banks licensed to do business in California	Complies
Corporate Medium Term Notes	"A" rated or one of the three highest categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	Complies
Asset-Backed (ABS), Mortgage-Backed Securities; Pass-Throughs, CMOs	"AA" rated or one of the two highest rating categories by a NRSRO; "A" rated issuer or one of two highest rating categories by a NRSRO; 20% maximum; 5% max per issuer	Complies
Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; or SEC registered adviser with AUM >\$500 million and experience greater than 5 years; 20% maximum; 10% max per fund	Complies
Local Agency Investment Fund (LAIF)	\$50 million maximum; Not used by IA	Complies
California Asset Management Program (CAMP)	pursuant to CGC 53601; Not used by IA	Complies
Repurchase Agreements	"A" rated or one of the three highest categories by two NRSROs; 15% maximum; 5% max per issuer; 90 days max maturity; 102% collateralized; Not used by IA	Complies
Prohibited	Common stocks, Futures contracts, Options, Inverse floaters, Range notes, Mortgage derived Interest-only strips, Zero interest accrual securities, Any purchase of any security not listed in Section 8-Eligible Investments of the Investment Policy, unless approved by the City Council	Complies
Max Per Fund	10% per fund, with the exception of US Treasuries, Federal Agencies, and authorized pools	Complies
Max Per Issuer	5% of portfolio per issuer, with the exception of US Treasuries, Federal Agencies, and authorized pools	Complies
Diversification	With the exception of US Treasury securities, Federal Agency securities, and authorized pools, no more than 30% of the total portfolio, and less where stated, will be invested in a single security type with no more than 5% invested with a single issuer.	Complies
Maximum maturity	5 years	Complies



City of Pittsburgh Account Structure

As of September 30, 2018	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	6,516,881	6,516,881	7%
Investment Pools	9,418,756	9,398,340	10%
Additional Bonded Debt Funds	1,143,892	1,143,892	1%
Total	17,079,529	17,059,113	18%
Funds Managed by City's Investment Adviser			
Operating Funds	60,967,337	60,198,391	62%
Bond Managed Reserve	20,152,407	20,189,775	21%
Total	81,119,744	80,388,166	82%
Total City Funds	98,199,273	97,447,279	100%



City of Pittsburgh Sector Allocation

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents ¹	6,516,881	6,516,881	8.6%	1	0.00%
Money Market Funds	250,321	250,321	0.3%	1	1.63%
Investment Pools ²	9,418,756	9,398,340	12.3%	1	2.09%
Total Liquidity	16,185,958	16,165,542	21.2%	1	1.24%
U.S. Treasury Notes	11,091,939	10,873,854	14.3%	1,018	2.12%
Federal Agency Securities	3,122,687	3,113,179	4.1%	558	2.54%
Negotiable Certificates of Deposit	12,132,856	12,088,786	15.9%	307	2.25%
Medium-Term Corporate Notes	14,542,273	14,120,767	18.6%	745	2.27%
Asset-Backed Securities	9,258,386	9,206,451	12.1%	1,095	2.10%
Commercial Paper	5,469,295	5,505,858	7.2%	113	2.42%
Supranationals	3,878,615	3,827,666	5.0%	818	2.07%
Collateralized Mortgage Obligations	695,944	688,252	0.9%	1,274	2.61%
Municipal Bonds	525,021	523,257	0.7%	913	2.80%
Total Securities	60,717,016	59,948,070	78.8%	704	2.23%
Total Operating Funds	76,902,974	76,113,612	100.0%	555	2.02%
Bonded Debt Funds					
Pittsburg Pension Bond	3,658,633	3,664,552	17.2%	150	2.28%
Pittsburg AD Auto Mall	315,815	316,313	1.5%	146	2.27%
Pittsburg AD Vista DM	727,942	729,115	3.4%	150	2.28%
Pittsburg 2011A PIFA AD Ser	1,494,387	1,496,796	7.0%	150	2.28%
Pittsburg 2011B PIFA AD Ser	225,157	225,510	1.1%	146	2.27%
Pitts Succ Ag RDA '99 TAB	465,633	466,368	2.2%	120	2.23%
Pitts Succ Ag RDA 14 TAR	12,337,812	12,357,425	57.9%	124	2.24%
Pitts Succ Ag RDA 06 HB	927,028	933,697	4.4%	113	4.52%
Additional Bonded Debt Funds ³	1,143,892	1,143,892	5.4%	N/A	N/A
Total Bonded Debt Funds	21,296,299	21,333,667	100.0%	124	2.35%
Total City Funds	98,199,273	97,447,279			

^{1,2}Funds not managed by City's investment adviser

³Bonded Debt Funds not managed, nor tracked by City's investment adviser; funds in full compliance with City's investment policy.



Portfolio Characteristics

City of Pittsburgh Managed Consolidated

	9/30/2018	6/30/2018
	Portfolio	Portfolio
Average Maturity (yrs)	1.92	2.30
Modified Duration	1.55	1.96
Average Purchase Yield	2.23%	2.14%
Average Market Yield	2.82%	2.74%
Average Quality	AA/Aa2	AA/Aa2
Market Value	60,198,391	47,960,593



Investment Performance

City of Pittsburgh Core Portfolio

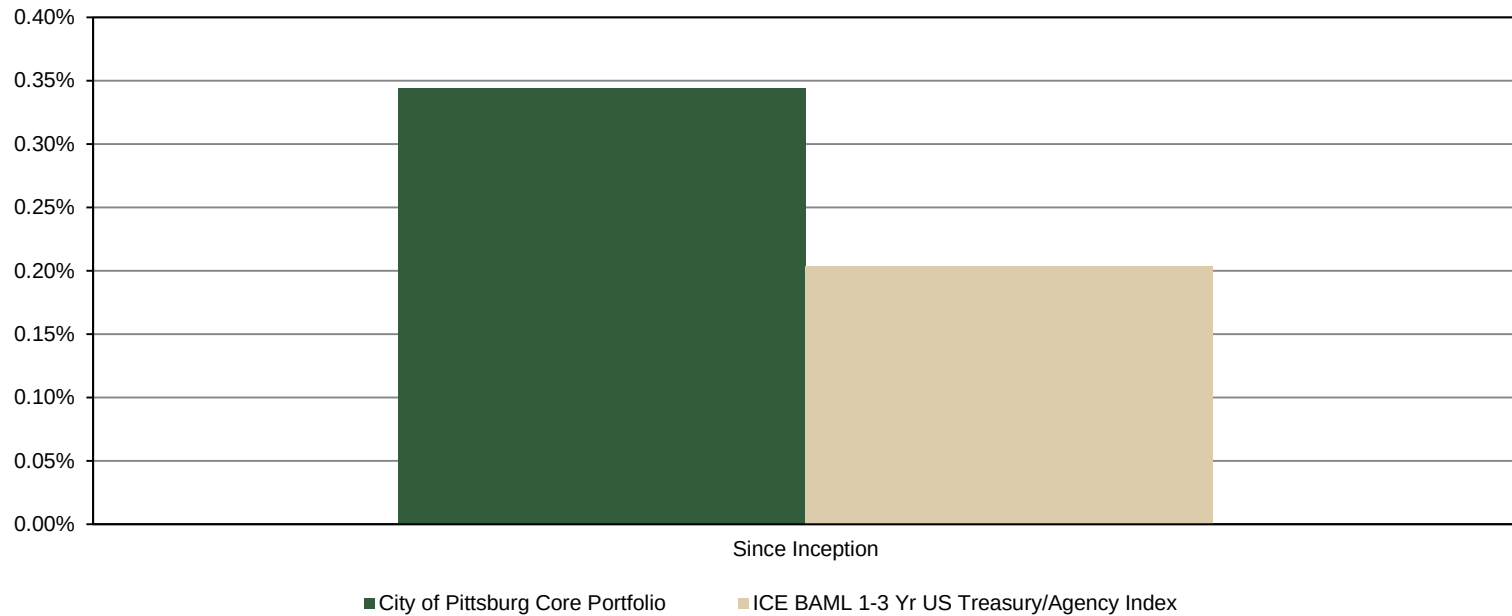
Period Ending

September 30, 2018

Total Rate of Return

Since Inception

July 31, 2018



		Since Inception
City of Pittsburgh Core Portfolio		0.34%
ICE BAML 1-3 Yr US Treasury/Agency Index		0.20%

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.



Portfolio Characteristics

City of Pittsburgh Bond Managed Reserve Consolidated

	9/30/2018	6/30/2018
	Portfolio	Portfolio
Average Maturity (yrs)	0.36	0.00
Modified Duration	0.35	0.00
Average Purchase Yield	2.35%	3.31%
Average Market Yield	2.35%	3.31%
Average Quality	AAA/Aaa	AAA/Aaa
Market Value	20,189,775	16,702,680

SECTION 3

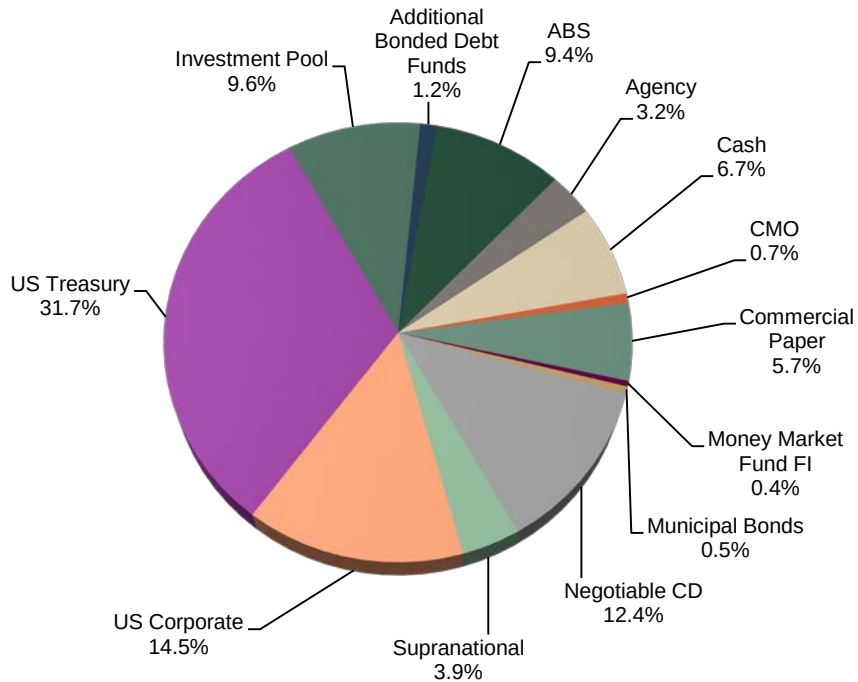
Consolidated Information



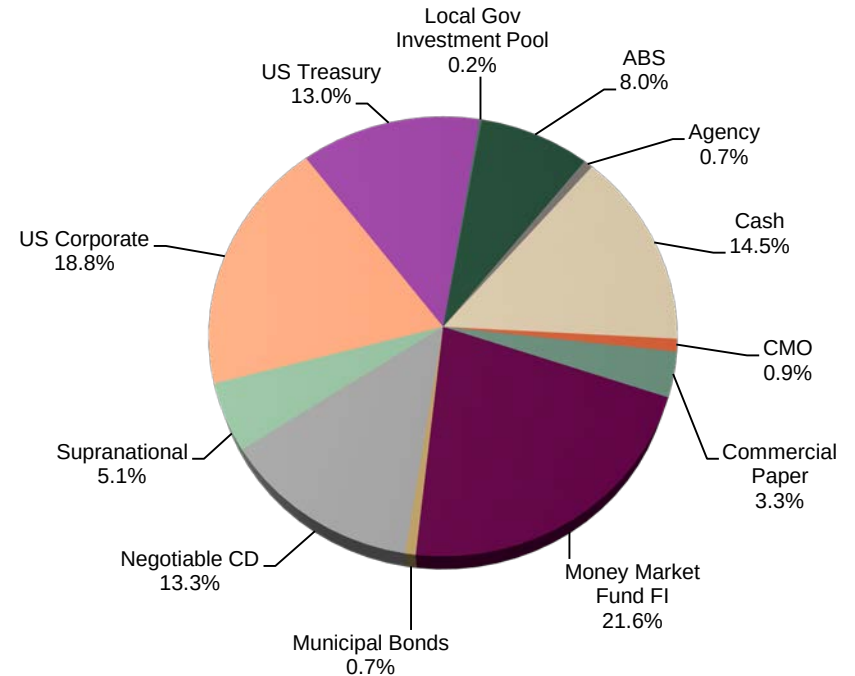
Sector Distribution

City of Pittsburgh Total Consolidated

September 30, 2018



June 30, 2018



City of Pittsburg Total Consolidated – Account #10638

As of 9/30/2018

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
Government of United States	US Treasury	A-1+	P-1	20.52%
Government of United States	US Treasury	AA+	Aaa	11.16%
City of Pittsburg	Investment Pool	NR	NR	9.62%
City of Pittsburg	Cash	NR	NR	6.69%
JP Morgan Chase & Co	US Corporate	A-	A3	2.03%
Intl Bank Recon and Development	Supranational	AAA	Aaa	1.84%
Svenska Handelsbanken NY	Negotiable CD	AA-	Aa2	1.54%
Toronto Dominion Holdings	Negotiable CD	A-1+	P-1	1.54%
Royal Bank of Canada	Negotiable CD	A-1+	P-1	1.54%
Rabobank Nederland NV NY	Commercial Paper	A-1	P-1	1.51%
Citibank ABS	ABS	AAA	NR	1.50%
Wells Fargo Corp	US Corporate	A-	A2	1.46%
Federal Home Loan Bank	Agency	AA+	Aaa	1.37%
JP Morgan ABS	ABS	AAA	NR	1.37%
Federal Home Loan Mortgage Corp	Agency	AA+	Aaa	1.32%
Toyota ABS	ABS	AAA	Aaa	1.27%
Inter-American Dev Bank	Supranational	AAA	Aaa	1.25%
IBM Corp	US Corporate	A+	A1	1.24%
Bank of Nova Scotia	Negotiable CD	A+	Aa2	1.18%
Additional Bonded Debt Funds	Additional Bonded Debt Funds	NR	NR	1.17%
BNP Paribas NY Branch	Commercial Paper	A-1	P-1	1.07%
Toyota Motor Corp	US Corporate	AA-	Aa3	1.06%
Credit Agri North America	Commercial Paper	A-1	P-1	1.02%
Skandinaviskaens Bank	Negotiable CD	A+	Aa3	1.02%
MUFG Bank Ltd/NY	Commercial Paper	A-1	P-1	1.02%
Bank of New York	US Corporate	A	A1	1.00%
Bank of Montreal Chicago	Negotiable CD	A+	A1	0.97%
Canadian Imperial Bank	Negotiable CD	A+	A1	0.97%
Nordea Bank AB New York	Negotiable CD	AA-	Aa3	0.96%
Swedbank Inc	Negotiable CD	AA-	Aa3	0.96%
Wal-Mart Stores	US Corporate	AA	Aa2	0.95%

City of Pittsburgh Total Consolidated – Account #10638

As of 9/30/2018

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
Honda ABS	ABS	AAA	Aaa	0.91%
WestPac Banking Corp	Negotiable CD	AA-	Aa3	0.88%
UBS Corp	Negotiable CD	A+	Aa3	0.87%
Hyundai Auto Receivables	ABS	AAA	Aaa	0.72%
BB&T Corp	US Corporate	A-	A2	0.72%
Deere & Company	US Corporate	A	A2	0.70%
Ally Auto Receivables	ABS	NR	Aaa	0.70%
American Express ABS	ABS	NR	Aaa	0.59%
American Express ABS	ABS	AAA	NR	0.55%
State of California	Municipal Bonds	AA-	Aa3	0.54%
Federal National Mortgage Association	Agency	AA+	Aaa	0.51%
Bank of Tokyo-Mit UFJ	Commercial Paper	A-1	P-1	0.51%
Toyota Motor Corp	Commercial Paper	A-1+	P-1	0.50%
Honda Motor Corporation	US Corporate	A+	A2	0.49%
Goldman Sachs Inc.	US Corporate	BBB+	A3	0.48%
Inter-American Dev Bank	Supranational	NR	NR	0.47%
Citigroup Inc	US Corporate	BBB+	Baa1	0.47%
State Street Bank	US Corporate	A	A1	0.46%
American Express Credit	US Corporate	A-	A2	0.44%
National Rural Utilities	US Corporate	A	A2	0.41%
Paccar Financial	US Corporate	A+	A1	0.39%
International Finance Corp	Supranational	AAA	Aaa	0.38%
Federal Home Loan Mortgage Corp	CMO	NR	Aaa	0.38%
United Parcel Service	US Corporate	A+	A1	0.38%
Pepsico Inc	US Corporate	A+	A1	0.36%
John Deere ABS	ABS	NR	Aaa	0.36%
Caterpillar Inc	US Corporate	A	A3	0.36%
Ally Auto Receivables	ABS	AAA	NR	0.34%
Federal National Mortgage Association	CMO	NR	NR	0.32%
Ford ABS	ABS	NR	Aaa	0.32%

City of Pittsburgh Total Consolidated – Account #10638

As of 9/30/2018

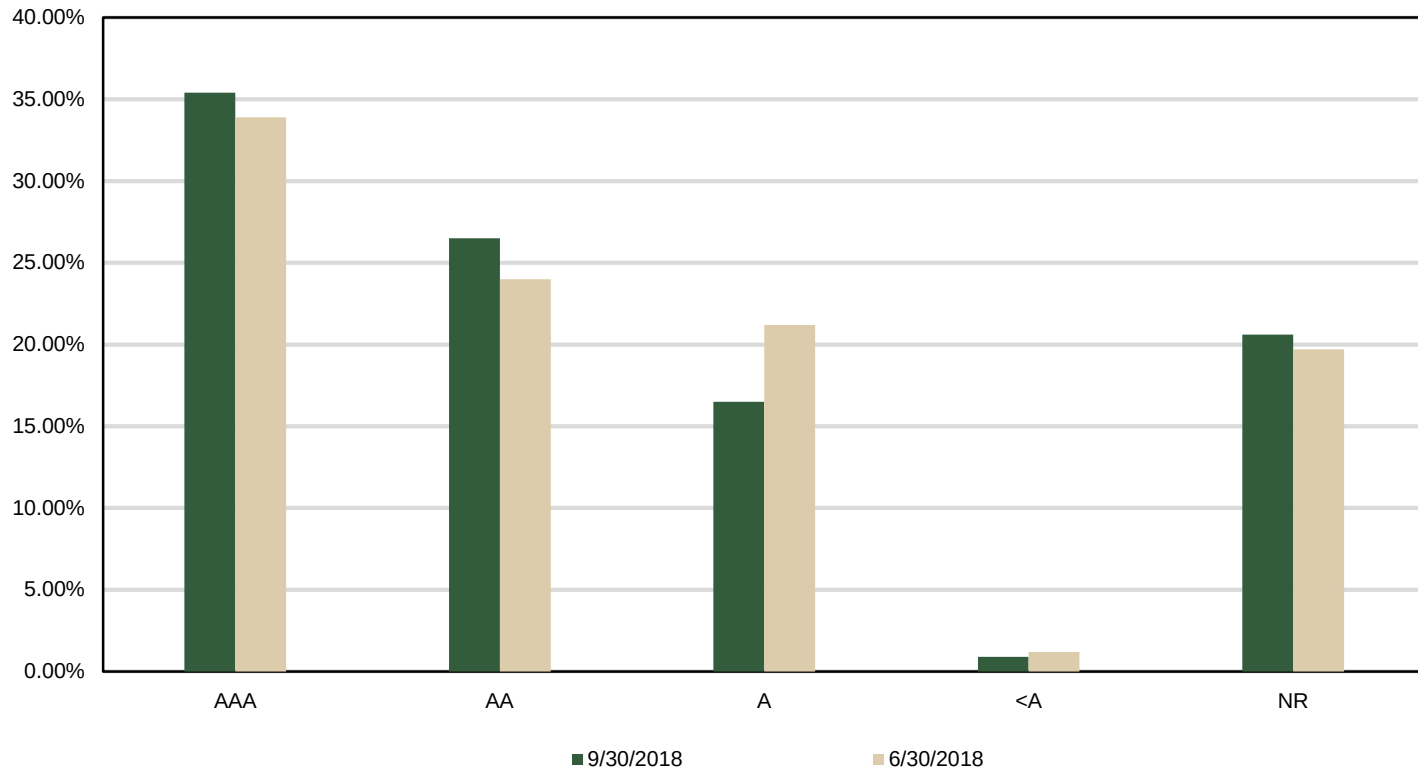
Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
Hyundai Auto Receivables	ABS	AAA	NR	0.31%
General Dynamics Corp	US Corporate	A+	A2	0.28%
Nissan ABS	ABS	AAA	Aaa	0.26%
Wells Fargo Advantage Govt Money Market Fund	Money Market Fund FI	AAA	Aaa	0.26%
Home Depot	US Corporate	A	A2	0.24%
CNH Equipment Trust	ABS	AAA	NR	0.24%
Hershey Foods Company	US Corporate	A	A1	0.21%
Walt Disney Company	US Corporate	A+	A2	0.15%
Berkshire Hathaway	US Corporate	AA	Aa2	0.15%
Honeywell Corp	US Corporate	A	A2	0.13%
Wells Fargo Adv Tsy Plus Money Market Fund	Money Market Fund FI	AAA	Aaa	0.12%
Dreyfus Prime Cash Management Fund	Money Market Fund FI	AAA	Aaa	0.03%
Total				100%



Quality Distribution

City of Pittsburgh Total Consolidated

September 30, 2018 vs. June 30, 2018



	AAA	AA	A	<A	NR
09/30/18	35.4%	26.5%	16.5%	0.9%	20.6%
06/30/18	33.9%	24.0%	21.2%	1.2%	19.7%

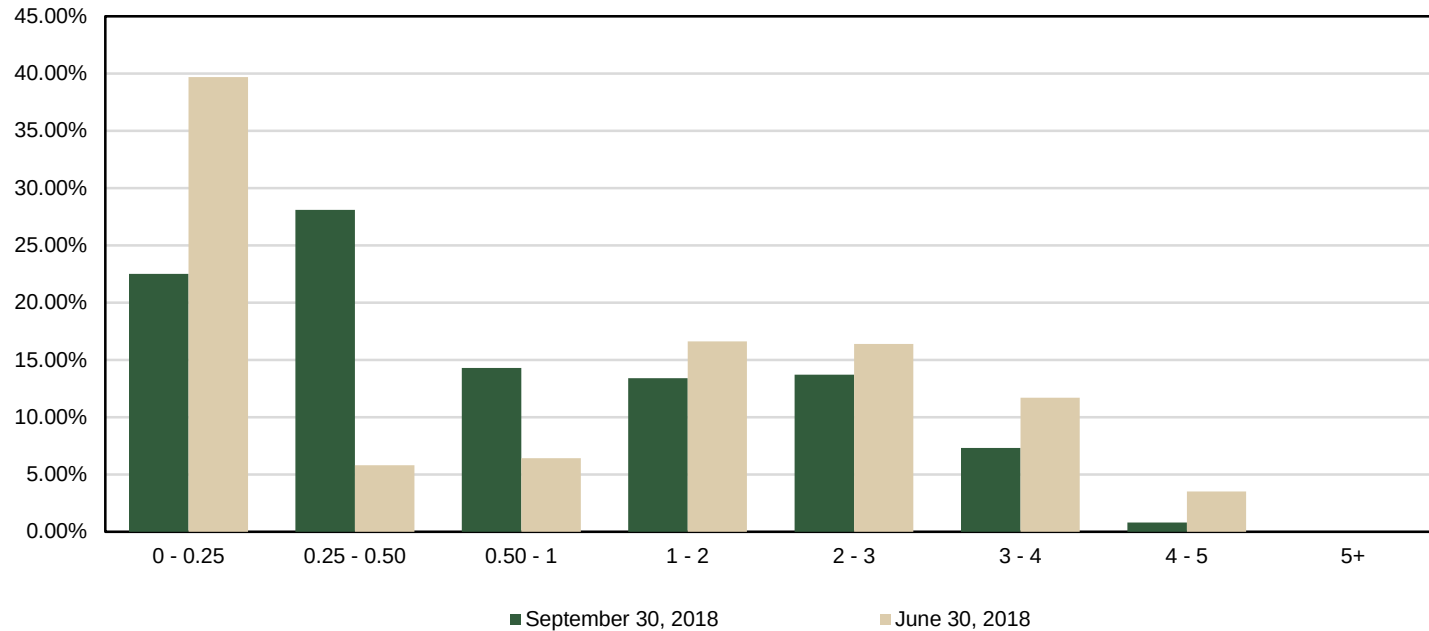
Source: S&P Ratings



Duration Distribution

City of Pittsburgh Total Consolidated

September 30, 2018 vs. June 30, 2018



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
09/30/18	22.5%	28.1%	14.3%	13.4%	13.7%	7.3%	0.8%	0.0%
06/30/18	39.7%	5.8%	6.4%	16.6%	16.4%	11.7%	3.5%	0.0%

SECTION 4

Portfolio Holdings



Holdings Report

City of Pittsburgh Total Consolidated - Account #10638

For the Month Ending 9/30/2018

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47788NAC2	John Deere Owner Trust 2016-B A3 1.250% Due 06/15/2020	48,261.34	07/19/2016 1.26%	48,257.49 48,259.65	99.50 2.66%	48,017.95 26.81	0.05% (241.70)	Aaa / NR AAA	1.71 0.36
12636WAB2	CNH Equipment 2017-A A2 1.640% Due 07/15/2020	232,432.78	03/15/2017 1.65%	232,423.85 232,427.96	99.82 2.62%	232,006.49 169.42	0.24% (421.47)	NR / AAA AAA	1.79 0.19
44930UAD8	Hyundai Auto Receivables Trust 2016-A A3 1.560% Due 09/15/2020	80,430.29	03/22/2016 1.58%	80,414.69 80,423.45	99.61 3.63%	80,113.15 55.77	0.08% (310.30)	Aaa / AAA NR	1.96 0.37
44891EAC3	Hyundai Auto Receivables Trust 2016-B A3 1.290% Due 04/15/2021	239,897.58	09/14/2016 1.30%	239,865.29 239,879.62	99.06 2.78%	237,647.10 137.54	0.24% (2,232.52)	Aaa / AAA NR	2.54 0.63
47787XAC1	John Deere Owner Trust 2017-A A3 1.780% Due 04/15/2021	95,000.00	02/22/2017 1.79%	94,986.47 94,991.67	99.22 2.85%	94,262.61 75.16	0.10% (729.06)	Aaa / NR AAA	2.54 0.73
34531EAD8	Ford Credit Auto Owners Trust 2017-A A3 1.670% Due 06/15/2021	315,000.00	01/18/2017 1.68%	314,998.83 314,999.28	99.10 2.82%	312,161.54 233.80	0.32% (2,837.74)	Aaa / NR AAA	2.71 0.79
02007PAC7	Ally Auto Receivables 17-1 A3 1.700% Due 06/15/2021	114,642.43	01/24/2017 1.71%	114,632.41 114,636.23	99.30 2.82%	113,837.52 86.62	0.12% (798.71)	Aaa / NR AAA	2.71 0.63
89190BAD0	Toyota Auto Receivables Owner 2017-B A3 1.760% Due 07/15/2021	965,000.00	Various 2.77%	953,782.62 953,823.33	98.89 2.92%	954,274.03 754.84	0.98% 450.70	Aaa / AAA NR	2.79 1.00
161571HF4	Chase CHAIT 2016-A5 1.270% Due 07/15/2021	1,350,000.00	Various 2.10%	1,334,427.74 1,334,473.49	98.87 2.75%	1,334,747.70 762.00	1.37% 274.21	NR / AAA AAA	2.79 0.77
02007HAC5	Ally Auto Receivables Trust 17-2 A3 1.780% Due 08/16/2021	570,000.00	03/21/2017 1.79%	569,932.80 569,955.93	99.25 2.89%	565,729.56 450.93	0.58% (4,226.37)	Aaa / NR AAA	2.88 0.68
44931PAD8	Hyundai Auto Receivables Trust 2017-A A3 1.760% Due 08/16/2021	305,000.00	03/22/2017 1.77%	304,975.33 304,983.82	98.92 2.88%	301,699.90 223.67	0.31% (3,283.92)	NR / AAA AAA	2.88 0.97
43811BAC8	Honda Auto Receivables 2017-2 A3 1.680% Due 08/16/2021	470,000.00	06/20/2017 1.69%	469,959.35 469,971.75	98.74 2.91%	464,098.68 350.93	0.48% (5,873.07)	Aaa / AAA NR	2.88 1.03
17305EGH2	Citibank Credit Card Issuance 2017-A9 A9 1.800% Due 09/20/2021	475,000.00	09/25/2017 1.80%	474,964.61 474,973.50	99.02 2.84%	470,337.40 261.25	0.48% (4,636.10)	NR / AAA AAA	2.98 0.95
17305EGH2	Citibank Credit Card Issuance 2017-A9 A9 1.800% Due 09/20/2021	1,000,000.00	09/26/2018 2.39%	990,117.19 990,144.44	99.02 2.84%	990,184.00 550.00	1.01% 39.56	NR / AAA AAA	2.98 0.95
47788BAD6	John Deere Owner Trust 2017-B A3 1.820% Due 10/15/2021	95,000.00	07/11/2017 1.83%	94,993.05 94,995.02	98.63 3.01%	93,698.30 76.84	0.10% (1,296.72)	Aaa / NR AAA	3.04 1.16
02582JHG8	American Express Credit 2017-4 A 1.640% Due 12/15/2021	540,000.00	05/22/2017 1.65%	539,913.49 539,938.97	99.37 2.69%	536,574.24 393.60	0.55% (3,364.73)	NR / AAA AAA	3.21 0.61
02007FAC9	Ally Auto Receivables Trust 2017-4 A3 1.750% Due 12/15/2021	340,000.00	08/15/2017 1.76%	339,995.61 339,996.74	98.84 2.92%	336,060.08 264.44	0.34% (3,936.66)	NR / AAA AAA	3.21 0.99
44932GAD7	Hyundai Auto Receivables Trust 2017-B A3 1.770% Due 01/18/2022	395,000.00	08/09/2017 1.79%	394,931.55 394,948.96	98.42 2.97%	388,757.42 310.73	0.40% (6,191.54)	Aaa / AAA NR	3.30 1.33
89238KAD4	Toyota Auto Receivables Owner 2017-D A3 1.930% Due 01/18/2022	290,000.00	11/07/2017 1.94%	289,973.26 289,978.87	98.31 3.08%	285,097.55 202.11	0.29% (4,881.32)	Aaa / AAA NR	3.30 1.49
43814UAC3	Honda Auto Receivables 2018-1 A3 2.640% Due 02/15/2022	425,000.00	02/22/2018 2.66%	424,945.05 424,953.21	99.29 3.08%	421,996.53 498.67	0.43% (2,956.68)	Aaa / AAA NR	3.38 1.65



Holdings Report

City of Pittsburgh Total Consolidated - Account #10638

For the Month Ending 9/30/2018

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
47788CAC6	John Deere Owner Trust 2016-B A4 2.660% Due 04/18/2022	115,000.00	02/21/2018 2.68%	114,991.73 114,992.91	99.27 3.13%	114,156.59 135.96	0.12% (836.32)	Aaa / NR AAA	3.55 1.62
65478DAD9	Nissan Auto Receivables Trust 2018-A A3 2.650% Due 05/16/2022	255,000.00	02/21/2018 2.67%	254,970.85 254,974.92	99.33 3.04%	253,296.60 300.33	0.26% (1,678.32)	Aaa / AAA NR	3.63 1.77
02582JHQ6	American Express Credit 2018-1 A 2.670% Due 10/17/2022	580,000.00	03/14/2018 2.69%	579,932.66 579,940.48	99.60 2.96%	577,695.66 688.27	0.59% (2,244.82)	Aaa / NR AAA	4.05 1.40
Total ABS		9,295,664.42	2.10%	9,258,385.92 9,258,664.20	2.88%	9,206,450.60 7,009.69	9.43% (52,213.60)	Aaa / AAA Aaa	3.00 0.98

Agency									
3137EADM8	FHLMC Note 1.250% Due 10/02/2019	1,300,000.00	08/07/2018 2.54%	1,281,059.00 1,283,494.27	98.62 2.65%	1,282,087.30 8,079.86	1.32% (1,406.97)	Aaa / AA+ AAA	1.01 0.98
313378J77	FHLB Note 1.875% Due 03/13/2020	490,000.00	07/30/2018 2.70%	483,622.65 484,291.68	98.67 2.81%	483,492.31 459.38	0.50% (799.37)	Aaa / AA+ NR	1.45 1.42
3135G0T60	FNMA Note 1.500% Due 07/30/2020	200,000.00	08/30/2017 1.51%	199,966.00 199,978.65	97.72 2.78%	195,448.00 508.33	0.20% (4,530.65)	Aaa / AA+ AAA	1.83 1.79
313370US5	FHLB Note 2.875% Due 09/11/2020	850,000.00	08/23/2018 2.67%	853,493.50 853,316.26	100.03 2.86%	850,253.30 1,357.64	0.87% (3,062.96)	Aaa / AA+ AAA	1.95 1.88
3135G0U27	FNMA Note 2.500% Due 04/13/2021	305,000.00	04/12/2018 2.55%	304,545.55 304,616.45	98.98 2.92%	301,898.15 3,558.33	0.31% (2,718.30)	Aaa / AA+ AAA	2.54 2.41
Total Agency		3,145,000.00	2.54%	3,122,686.70 3,125,697.31	2.77%	3,113,179.06 13,963.54	3.20% (12,518.25)	Aaa / AA+ Aaa	1.53 1.48

Cash									
90PITT\$00	City of Pittsburgh Cash Equivalents	6,516,881.00	09/30/2018 0.00%	6,516,881.00 6,516,881.00	1.00 0.00%	6,516,881.00 0.00	6.67% 0.00	NR / NR NR	0.00 0.00
90PITT\$02	City of Pittsburgh Additional Bonded Debt Funds	1,143,892.00	09/30/2018 0.00%	1,143,892.00 1,143,892.00	1.00 0.00%	1,143,892.00 0.00	1.17% 0.00	NR / NR NR	0.00 0.00
Total Cash		7,660,773.00	0.00%	7,660,773.00	0.00%	7,660,773.00 0.00	7.84% 0.00	NR / NR NR	0.00 0.00

CMO									
3136B1XP4	FNMA 2018-M5 A2 3.560% Due 09/25/2021	311,553.37	04/11/2018 2.33%	317,750.48 316,983.31	100.94 3.07%	314,492.25 184.85	0.32% (2,491.06)	NR / NR NR	2.99 2.29
3137BM6P6	FHLMC K721 A2 3.090% Due 08/25/2022	375,000.00	04/04/2018 2.84%	378,193.36 377,843.87	99.67 3.15%	373,759.50 965.63	0.38% (4,084.37)	Aaa / NR NR	3.90 3.44
Total CMO		686,553.37	2.61%	695,943.84 694,827.18	3.11%	688,251.75 1,150.48	0.71% (6,575.43)	Aaa / NR NR	3.49 2.92

Commercial Paper									
22533UK51	Credit Agricole CIB Discount CP 2.430% Due 10/05/2018	1,000,000.00	04/09/2018 2.49%	987,985.00 999,730.00	99.97 2.49%	999,730.00 0.00	1.02% 0.00	P-1 / A-1 F-1	0.01 0.01



Holdings Report

City of Pittsburg Total Consolidated - Account #10638

For the Month Ending 9/30/2018

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
06538CKC4	Bank of Tokyo Mitsubishi NY Discount CP 2.000% Due 10/12/2018	500,000.00	01/16/2018 2.07%	492,509.17 499,691.39	99.94 2.07%	499,691.39 0.00	0.51% 0.00	P-1 / A-1 NR	0.03 0.03
09659CKK3	BNP Paribas Discount CP 2.040% Due 10/19/2018	1,050,000.00	01/22/2018 2.09%	1,033,994.50 1,048,929.00	99.90 2.09%	1,048,929.00 0.00	1.07% 0.00	P-1 / A-1 F-1	0.05 0.05
62479MNH2	MUFG Bank Ltd/NY Discount CP 2.370% Due 01/17/2019	1,000,000.00	09/17/2018 2.42%	991,968.33 992,890.00	99.29 2.42%	992,890.00 0.00	1.02% 0.00	P-1 / A-1 NR	0.30 0.30
21687BT43	Rabobank Nederland NV NY Discount CP 2.550% Due 06/04/2019	1,500,000.00	09/17/2018 2.62%	1,472,587.50 1,473,862.50	98.26 2.62%	1,473,862.50 0.00	1.51% 0.00	P-1 / A-1 NR	0.68 0.67
89233HTE4	Toyota Motor Credit Discount CP 2.600% Due 06/14/2019	500,000.00	09/17/2018 2.68%	490,250.00 490,755.56	98.15 2.68%	490,755.56 0.00	0.50% 0.00	P-1 / A-1+ NR	0.70 0.69
Total Commercial Paper		5,550,000.00	2.42%	5,469,294.50 5,505,858.45	2.42%	5,505,858.45 0.00	5.64% 0.00	P-1 / A-1 F-1	0.31 0.31

Investment Pool									
90PITT\$01	City of Pittsburg Investment Pools	9,418,756.00	09/30/2018 0.00%	9,418,756.00 9,418,756.00	1.00 0.00%	9,398,340.00 0.00	9.62% (20,416.00)	NR / NR NR	0.00 0.00
Total Investment Pool		9,418,756.00	0.00%	9,418,756.00	0.00%	9,398,340.00 0.00	9.62% (20,416.00)	NR / NR NR	0.00 0.00

Money Market Fund FI									
94975H296	Wells Fargo Treasury Plus MMFD 453	68,257.00	Various 1.94%	68,257.00 68,257.00	1.00 1.94%	68,257.00 0.00	0.07% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	13,699.51	Various 1.94%	13,699.51 13,699.51	1.00 1.94%	13,699.51 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	9,185.85	Various 1.94%	9,185.85 9,185.85	1.00 1.94%	9,185.85 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	10,696.16	Various 1.94%	10,696.16 10,696.16	1.00 1.94%	10,696.16 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	7,549.09	Various 1.94%	7,549.09 7,549.09	1.00 1.94%	7,549.09 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	4,813.13	Various 1.94%	4,813.13 4,813.13	1.00 1.94%	4,813.13 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
261941108	Dreyfus Treas PR Cash Mgt Inst Money Market Fund	29,454.62	Various 1.91%	29,454.62 29,454.62	1.00 1.91%	29,454.62 0.00	0.03% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	5,879.18	Various 1.94%	5,879.18 5,879.18	1.00 1.94%	5,879.18 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	23,830.37	Various 1.63%	23,830.37 23,830.37	1.00 1.63%	23,830.37 0.00	0.02% 0.00	Aaa / AAA NR	0.00 0.00



Holdings Report

City of Pittsburgh Total Consolidated - Account #10638

For the Month Ending 9/30/2018

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
94975H254	Wells Fargo Money Market Fund #743	226,491.06	Various 1.63%	226,491.06 226,491.06	1.00 1.63%	226,491.06 0.00	0.23% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		399,855.97	1.74%	399,855.97	1.74%	399,855.97 0.00	0.41% 0.00	Aaa / AAA NR	0.00 0.00

Municipal Bonds

13063DGA0	California St GE-GO 2.800% Due 04/01/2021	525,000.00	04/18/2018 2.80%	525,021.00 525,017.89	99.67 2.94%	523,257.00 6,370.00	0.54% (1,760.89)	Aa3 / AA- AA-	2.50 2.37
Total Municipal Bonds		525,000.00	2.80%	525,017.89	2.94%	523,257.00 6,370.00	0.54% (1,760.89)	Aa3 / AA- AA-	2.50 2.37

Negotiable CD

13606A5Z7	Canadian Imperial Bank Yankee CD 1.760% Due 11/30/2018	940,000.00	12/01/2016 1.80%	939,266.80 939,939.32	99.90 2.33%	939,083.50 5,560.62	0.97% (855.82)	A1 / A+ AA-	0.17 0.17
86958JHB8	Svenska Handelsbanken Yankee CD 1.890% Due 01/10/2019	750,000.00	01/10/2017 1.89%	750,000.00 750,000.00	100.00 1.89%	750,000.00 3,268.13	0.77% 0.00	Aa2 / AA- NR	0.28 0.28
86958JHB8	Svenska Handelsbanken Yankee CD 1.890% Due 01/10/2019	750,000.00	09/17/2018 2.33%	748,933.55 749,063.38	99.88 2.33%	749,063.38 3,268.13	0.77% 0.00	Aa2 / AA- NR	0.28 0.28
06427KRC3	Bank of Montreal Yankee CD 1.880% Due 02/07/2019	945,000.00	02/08/2017 1.88%	945,000.00 945,000.00	99.90 2.15%	944,080.52 2,664.90	0.97% (919.48)	A1 / A+ AA-	0.36 0.35
89114MCU9	Toronto Dominion Bank Yankee CD 2.460% Due 02/28/2019	1,500,000.00	09/17/2018 2.45%	1,500,046.08 1,500,042.15	100.00 2.45%	1,500,042.15 3,382.50	1.54% 0.00	P-1 / A-1+ F-1+	0.41 0.41
06417GUE6	Bank of Nova Scotia Yankee CD 1.910% Due 04/05/2019	1,150,000.00	04/05/2017 1.91%	1,150,000.00 1,150,000.00	99.65 2.60%	1,145,942.80 10,921.49	1.18% (4,057.20)	Aa2 / A+ NR	0.51 0.51
78012UHW8	Royal Bank of Canada Yankee CD 2.680% Due 06/21/2019	1,500,000.00	09/19/2018 2.68%	1,500,000.00 1,500,000.00	100.00 2.68%	1,500,000.00 1,116.67	1.54% 0.00	P-1 / A-1+ F-1+	0.72 0.71
83050FXT3	Skandinav Enskilda BK NY Yankee CD 1.840% Due 08/02/2019	1,000,000.00	08/03/2017 1.86%	999,610.00 999,836.61	99.35 2.61%	993,520.00 3,066.67	1.02% (6,316.61)	Aa3 / A+ AA-	0.84 0.84
65590ASN7	Nordea Bank Finland NY Yankee CD 2.720% Due 02/20/2020	940,000.00	02/20/2018 2.72%	940,000.00 940,000.00	99.59 3.02%	936,116.86 2,911.91	0.96% (3,883.14)	Aa3 / AA- NR	1.39 1.35
90275DHG8	UBS Finance Yankee CD 2.900% Due 03/02/2020	845,000.00	03/02/2018 2.90%	845,000.00 845,000.00	100.24 2.73%	847,022.93 1,974.01	0.87% 2,022.93	Aa3 / A+ NR	1.42 1.40
96121T4A3	Westpac Banking Corp Yankee CD 2.050% Due 08/03/2020	870,000.00	08/03/2017 2.05%	870,000.00 870,000.00	98.56 2.85%	857,512.02 2,675.25	0.88% (12,487.98)	Aa3 / AA- AA-	1.84 1.79
87019U6D6	Swedbank Inc Negotiable CD 2.270% Due 11/16/2020	945,000.00	11/16/2017 2.27%	945,000.00 945,000.00	98.03 3.22%	926,401.46 8,223.08	0.96% (18,598.54)	Aa3 / AA- AA-	2.13 2.07
Total Negotiable CD		12,135,000.00	2.25%	12,132,856.43 12,133,881.46	2.58%	12,088,785.62 49,033.36	12.43% (45,095.84)	Aa2 / AA AA+	0.84 0.82

Supranational

459058FS7	Intl. Bank Recon & Development Note 1.125% Due 11/27/2019	955,000.00	08/18/2017 1.49%	947,167.73 950,998.53	98.09 2.81%	936,781.47 3,700.63	0.96% (14,217.06)	Aaa / AAA AAA	1.16 1.13
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Holdings Report

City of Pittsburgh Total Consolidated - Account #10638

For the Month Ending 9/30/2018

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
459058FZ1	Intl. Bank Recon & Development Note 1.875% Due 04/21/2020	395,000.00	03/14/2017 1.90%	394,656.35 394,826.80	98.52 2.86%	389,134.65 3,291.67	0.40% (5,692.15)	Aaa / AAA AAA	1.56 1.51
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 09/04/2020	475,000.00	08/22/2017 1.63%	474,900.25 474,936.28	97.65 2.89%	463,817.55 578.91	0.48% (11,118.73)	Aaa / AAA AAA	1.93 1.88
4581X0CD8	Inter-American Dev Bank Note 2.125% Due 11/09/2020	470,000.00	10/02/2017 1.81%	474,356.48 472,979.12	98.36 2.93%	462,303.75 3,939.51	0.48% (10,675.37)	Aaa / AAA AAA	2.11 2.03
45950KCM0	International Finance Corp Note 2.250% Due 01/25/2021	380,000.00	01/18/2018 2.35%	378,882.80 379,136.62	98.42 2.96%	373,977.38 1,567.50	0.38% (5,159.24)	Aaa / AAA NR	2.32 2.23
4581X0DB1	Inter-American Dev Bank Note 2.625% Due 04/19/2021	510,000.00	04/12/2018 2.70%	508,878.00 509,046.91	99.09 3.00%	505,366.65 6,024.38	0.52% (3,680.26)	Aaa / AAA NR	2.55 2.42
4581X0CZ9	Inter-American Dev Bank Note 1.750% Due 09/14/2022	480,000.00	02/21/2018 2.78%	459,004.80 461,780.61	95.18 3.05%	456,882.24 396.67	0.47% (4,898.37)	NR / NR AAA	3.96 3.77
4581X0DA3	Inter-American Dev Bank Note 2.500% Due 01/18/2023	245,000.00	06/04/2018 2.90%	240,768.85 241,062.30	97.72 3.07%	239,402.49 1,242.01	0.25% (1,659.81)	Aaa / AAA NR	4.30 4.02
Total Supranational		3,910,000.00	2.08%	3,878,615.26 3,884,767.17	2.92%	3,827,666.18 20,741.28	3.94% (57,100.99)	Aaa / AAA Aaa	2.24 2.14

US Corporate

459200GM7	IBM Corp Note 7.625% Due 10/15/2018	725,000.00	08/01/2014 1.88%	892,003.75 726,527.14	100.17 3.31%	726,266.58 25,490.80	0.77% (260.56)	A1 / A+ A+	0.04 0.04
24422ETE9	John Deere Capital Corp Note 1.950% Due 01/08/2019	200,000.00	01/05/2016 1.95%	199,988.00 199,998.92	99.85 2.51%	199,693.00 899.17	0.21% (305.92)	A2 / A A	0.27 0.27
713448DR6	Pepsico Inc. Note 1.550% Due 05/02/2019	355,000.00	04/27/2017 1.59%	354,733.75 354,922.31	99.33 2.70%	352,634.99 2,277.42	0.36% (2,287.32)	A1 / A+ A	0.59 0.58
89236TBP9	Toyota Motor Credit Corp Note 2.125% Due 07/18/2019	285,000.00	08/01/2014 2.12%	285,105.45 285,016.92	99.58 2.66%	283,806.42 1,228.07	0.29% (1,210.50)	Aa3 / AA- A+	0.80 0.78
084664CK5	Berkshire Hathaway Note 1.300% Due 08/15/2019	145,000.00	08/08/2016 1.33%	144,859.35 144,959.15	98.79 2.70%	143,251.45 240.86	0.15% (1,707.70)	Aa2 / AA A+	0.87 0.86
438516BQ8	Honeywell Intl Note 1.800% Due 10/30/2019	130,000.00	10/23/2017 1.84%	129,898.60 129,945.27	99.02 2.72%	128,727.04 981.50	0.13% (1,218.23)	A2 / A A	1.08 1.06
46625HKA7	JP Morgan Chase Callable Note Cont 12/23/2019 2.250% Due 01/23/2020	1,995,000.00	10/15/2015 2.36%	1,986,281.85 1,992,316.20	98.98 3.05%	1,974,585.17 8,478.75	2.03% (17,731.03)	A3 / A- AA-	1.32 1.28
02665WBM2	American Honda Finance Note 2.000% Due 02/14/2020	300,000.00	02/13/2017 2.05%	299,574.00 299,804.73	98.68 2.99%	296,031.00 783.33	0.30% (3,773.73)	A2 / A+ NR	1.38 1.34
0258M0EE5	American Express Credit Callable Note Cont 2/1/2020 2.200% Due 03/03/2020	430,000.00	02/28/2017 2.24%	429,552.80 429,788.23	98.88 3.01%	425,184.00 735.78	0.44% (4,604.23)	A2 / A- A	1.42 1.39
25468PDP8	Walt Disney Company Note 1.950% Due 03/04/2020	150,000.00	03/01/2017 1.96%	149,961.00 149,981.46	98.64 2.93%	147,959.85 219.38	0.15% (2,021.61)	A2 / A+ A	1.43 1.39
369550BA5	General Dynamics Corp Note 2.875% Due 05/11/2020	275,000.00	05/08/2018 3.06%	274,026.50 274,216.94	99.76 3.03%	274,335.60 3,074.65	0.28% 118.66	A2 / A+ NR	1.61 1.55
437076BQ4	Home Depot Note 1.800% Due 06/05/2020	235,000.00	05/24/2017 1.82%	234,863.70 234,923.77	98.40 2.78%	231,243.53 1,363.00	0.24% (3,680.24)	A2 / A A	1.68 1.63



Holdings Report

City of Pittsburg Total Consolidated - Account #10638

For the Month Ending 9/30/2018

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
857477AS2	State Street Bank Note 2.550% Due 08/18/2020	455,000.00	06/08/2017 1.94%	463,499.40 460,025.03	99.23 2.97%	451,493.77 1,385.85	0.46% (8,531.26)	A1 / A AA-	1.88 1.82
14913Q2A6	Caterpillar Finl Service Note 1.850% Due 09/04/2020	355,000.00	09/05/2017 1.88%	354,701.80 354,807.93	97.58 3.16%	346,392.67 492.56	0.36% (8,415.26)	A3 / A A	1.93 1.87
69371RN85	Paccar Financial Corp Note 2.050% Due 11/13/2020	135,000.00	11/06/2017 2.05%	134,987.85 134,991.42	97.64 3.21%	131,819.40 1,060.88	0.14% (3,172.02)	A1 / A+ NR	2.12 2.04
94974BGR5	Wells Fargo Corp Note 2.550% Due 12/07/2020	1,440,000.00	05/06/2016 2.04%	1,471,910.40 1,455,229.96	98.43 3.30%	1,417,332.96 11,628.00	1.46% (37,897.00)	A2 / A- A+	2.19 2.09
931142EA7	Wal-Mart Stores Note 1.900% Due 12/15/2020	945,000.00	10/11/2017 1.95%	943,629.75 944,041.30	97.87 2.90%	924,885.68 5,286.75	0.95% (19,155.62)	Aa2 / AA AA	2.21 2.13
24422ETZ2	John Deere Capital Corp Note 2.350% Due 01/08/2021	245,000.00	01/03/2018 2.37%	244,872.60 244,903.52	98.23 3.16%	240,675.51 1,327.42	0.25% (4,228.01)	A2 / A A	2.28 2.18
44932HAB9	IBM Credit Corp Note 1.800% Due 01/20/2021	475,000.00	09/05/2017 1.86%	474,016.75 474,326.91	97.03 3.15%	460,882.05 1,686.25	0.47% (13,444.86)	A1 / A+ A+	2.31 2.23
02665WCD1	American Honda Finance Note 2.650% Due 02/12/2021	180,000.00	02/12/2018 2.70%	179,748.00 179,800.57	98.83 3.17%	177,897.42 649.25	0.18% (1,903.15)	A2 / A+ NR	2.37 2.27
69371RN93	Paccar Financial Corp Note 2.800% Due 03/01/2021	250,000.00	02/22/2018 2.82%	249,877.50 249,901.60	98.96 3.25%	247,402.25 583.33	0.25% (2,499.35)	A1 / A+ NR	2.42 2.31
24422EUD9	John Deere Capital Corp Note 2.875% Due 03/12/2021	245,000.00	03/08/2018 2.90%	244,833.40 244,864.13	99.22 3.21%	243,077.73 371.75	0.25% (1,786.40)	A2 / A A	2.45 2.34
63743HER9	National Rural Utilities Note 2.900% Due 03/15/2021	400,000.00	Various 2.99%	398,932.00 399,106.84	99.30 3.20%	397,216.00 515.56	0.41% (1,890.84)	A2 / A A	2.46 2.35
911312BP0	UPS Note 2.050% Due 04/01/2021	380,000.00	11/09/2017 2.10%	379,399.60 379,555.78	97.38 3.15%	370,031.84 3,895.00	0.38% (9,523.94)	A1 / A+ NR	2.50 2.39
89236TEU5	Toyota Motor Credit Corp Note 2.950% Due 04/13/2021	295,000.00	04/10/2018 2.96%	294,882.00 294,900.41	99.54 3.14%	293,648.02 4,061.17	0.30% (1,252.39)	Aa3 / AA- A+	2.54 2.39
38141GVU5	Goldman Sachs Group Inc Callable Note Cont 3/25/21 2.625% Due 04/25/2021	470,000.00	10/27/2017 2.50%	471,908.20 471,393.09	97.94 3.47%	460,333.04 5,346.25	0.48% (11,060.05)	A3 / BBB+ A	2.57 2.43
427866BA5	Hershey Foods Corp Note 3.100% Due 05/15/2021	200,000.00	05/03/2018 3.12%	199,862.00 199,880.05	99.96 3.11%	199,923.80 2,428.33	0.21% 43.75	A1 / A NR	2.62 2.47
172967LC3	Citigroup Inc Callable Note Cont 11/8/2021 2.900% Due 12/08/2021	460,000.00	11/15/2017 2.66%	464,103.20 463,204.57	97.93 3.59%	450,460.98 4,187.28	0.47% (12,743.59)	Baa1 / BBB+ A	3.19 2.99
06406RAA5	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.600% Due 02/07/2022	1,000,000.00	02/07/2017 2.59%	1,000,460.00 1,000,309.11	97.52 3.39%	975,193.00 3,900.00	1.00% (25,116.11)	A1 / A AA-	3.36 3.17
05531FAX1	BB & T Corp. Callable Note Cont 3/1/2022 2.750% Due 04/01/2022	710,000.00	04/03/2017 2.59%	715,360.50 713,734.38	97.94 3.38%	695,386.78 9,762.50	0.72% (18,347.60)	A2 / A- A+	3.50 3.26
89236TEC5	Toyota Motor Credit Corp Note 2.150% Due 09/08/2022	475,000.00	09/08/2017 2.18%	474,439.50 474,557.63	95.37 3.42%	452,995.15 652.47	0.46% (21,562.48)	Aa3 / AA- A+	3.94 3.73
Total US Corporate				14,542,273.20	3.15%	14,120,766.68	14.56%	A1 / A	2.04
				14,361,935.27		104,993.31	(241,168.59)	A+	1.95



Holdings Report

City of Pittsburgh Total Consolidated - Account #10638

For the Month Ending 9/30/2018

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US Treasury									
912796PP8	US Treasury Bill 2.160% Due 01/31/2019	879,000.00	07/31/2018 4.72%	858,770.77 865,439.75	98.46 4.72%	865,439.75 0.00	0.89% 0.00	P-1 / A-1+ F-1+	0.34 0.33
912796PP8	US Treasury Bill 2.187% Due 01/31/2019	12,420,000.00	09/04/2018 2.24%	12,308,357.31 12,327,970.22	99.26 2.24%	12,327,970.22 0.00	12.62% 0.00	P-1 / A-1+ F-1+	0.34 0.33
912796PP8	US Treasury Bill 2.187% Due 01/31/2019	465,000.00	09/04/2018 2.24%	460,820.14 461,554.44	99.26 2.24%	461,554.44 0.00	0.47% 0.00	P-1 / A-1+ F-1+	0.34 0.33
912796PT0	US Treasury Bill 2.224% Due 02/28/2019	220,000.00	09/04/2018 2.28%	217,607.96 217,961.33	99.07 2.28%	217,961.33 0.00	0.22% 0.00	P-1 / A-1+ F-1+	0.41 0.41
912796PT0	US Treasury Bill 2.224% Due 02/28/2019	1,500,000.00	09/04/2018 2.28%	1,483,690.67 1,486,100.00	99.07 2.28%	1,486,100.00 0.00	1.52% 0.00	P-1 / A-1+ F-1+	0.41 0.41
912796PT0	US Treasury Bill 2.224% Due 02/28/2019	730,000.00	09/04/2018 2.28%	722,062.79 723,235.33	99.07 2.28%	723,235.33 0.00	0.74% 0.00	P-1 / A-1+ F-1+	0.41 0.41
912796PT0	US Treasury Bill 2.224% Due 02/28/2019	310,000.00	09/04/2018 2.28%	306,629.40 307,127.33	99.07 2.28%	307,127.33 0.00	0.31% 0.00	P-1 / A-1+ F-1+	0.41 0.41
912796PT0	US Treasury Bill 2.224% Due 02/28/2019	3,685,000.00	09/04/2018 2.28%	3,644,933.40 3,650,852.33	99.07 2.28%	3,650,852.33 0.00	3.74% 0.00	P-1 / A-1+ F-1+	0.41 0.41
912828C65	US Treasury Note 1.625% Due 03/31/2019	155,000.00	02/28/2018 2.11%	154,200.78 154,633.78	99.61 2.42%	154,388.53 6.92	0.16% (245.25)	Aaa / AA+ AAA	0.50 0.49
912828W97	US Treasury Note 1.250% Due 03/31/2019	2,000,000.00	09/21/2018 2.41%	1,988,203.13 1,988,642.38	99.41 2.44%	1,988,282.00 68.68	2.04% (360.38)	Aaa / AA+ AAA	0.50 0.49
912828VF4	US Treasury Note 1.375% Due 05/31/2020	190,000.00	12/02/2015 1.56%	188,478.52 189,435.94	97.70 2.80%	185,628.48 877.97	0.19% (3,807.46)	Aaa / AA+ AAA	1.67 1.62
912828B90	US Treasury Note 2.000% Due 02/28/2021	25,000.00	10/03/2016 1.15%	25,910.16 25,498.97	98.00 2.86%	24,499.03 42.82	0.03% (999.94)	Aaa / AA+ AAA	2.42 2.33
912828WY2	US Treasury Note 2.250% Due 07/31/2021	775,000.00	11/22/2016 1.78%	791,468.75 784,952.48	98.28 2.89%	761,679.30 2,937.84	0.78% (23,273.18)	Aaa / AA+ AAA	2.84 2.71
912828D72	US Treasury Note 2.000% Due 08/31/2021	2,085,000.00	Various 1.82%	2,100,526.95 2,095,487.02	97.55 2.88%	2,034,015.50 3,571.00	2.09% (61,471.52)	Aaa / AA+ AAA	2.92 2.80
912828T67	US Treasury Note 1.250% Due 10/31/2021	1,075,000.00	Various 1.85%	1,047,376.95 1,055,931.48	95.18 2.89%	1,023,223.70 5,623.30	1.05% (32,707.78)	Aaa / AA+ AAA	3.09 2.97
912828U81	US Treasury Note 2.000% Due 12/31/2021	535,000.00	06/26/2017 1.72%	541,499.41 539,684.15	97.21 2.90%	520,099.18 2,704.08	0.54% (19,584.97)	Aaa / AA+ AAA	3.25 3.10
912828V72	US Treasury Note 1.875% Due 01/31/2022	1,095,000.00	05/08/2017 1.90%	1,093,802.34 1,094,155.33	96.73 2.91%	1,059,198.98 3,459.07	1.09% (34,956.35)	Aaa / AA+ AAA	3.34 3.19
912828H86	US Treasury Note 1.500% Due 01/31/2022	540,000.00	07/05/2017 1.88%	531,119.53 533,519.23	95.56 2.91%	516,016.44 1,364.67	0.53% (17,502.79)	Aaa / AA+ AAA	3.34 3.21
912828P4	US Treasury Note 1.875% Due 07/31/2022	230,000.00	01/02/2018 2.22%	226,585.94 227,138.24	96.21 2.93%	221,294.04 726.56	0.23% (5,844.20)	Aaa / AA+ AAA	3.84 3.65
912828W9	US Treasury Note 1.875% Due 09/30/2022	1,200,000.00	04/02/2018 2.54%	1,166,109.37 1,169,829.07	96.03 2.93%	1,152,374.40 61.81	1.18% (17,454.67)	Aaa / AA+ AAA	4.00 3.81



Holdings Report

City of Pittsburgh Total Consolidated - Account #10638

For the Month Ending 9/30/2018

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912828L57	US Treasury Note 1.750% Due 09/30/2022	730,000.00	06/04/2018 2.74%	700,857.03 703,019.19	95.56 2.93%	697,577.78 35.10	0.71% (5,441.41)	Aaa / AA+ AAA	4.00 3.82
912828Q29	US Treasury Note 1.500% Due 03/31/2023	570,000.00	05/01/2018 2.82%	535,800.00 538,697.66	93.96 2.94%	535,577.13 23.49	0.55% (3,120.53)	Aaa / AA+ AAA	4.50 4.30
Total US Treasury		31,414,000.00	2.28%	31,094,811.30 31,140,865.65	2.52%	30,914,095.22 21,503.31	31.67% (226,770.43)	Aaa / AAA Aaa	1.22 1.17
TOTAL PORTFOLIO		98,480,602.76	1.87%	98,199,273.12 98,110,899.55	2.23%	97,447,279.53 224,764.97	100.00% (663,620.02)	Aa1 / AA+ Aaa	1.26 1.03
TOTAL MARKET VALUE PLUS ACCRUALS						97,672,044.50			

SECTION 5

Transactions



Transaction Ledger

City of Pittsburgh Total Consolidated - Account #10638

June 30, 2018 through September 30, 2018

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/15/2018	90LAIF\$00	151,777.20	Local Agency Investment Fund State Pool	1.000	1.90%	151,777.20	0.00	151,777.20	0.00
Purchase	07/31/2018	313378J77	490,000.00	FHLB Note 1.875% Due: 03/13/2020	98.699	2.70%	483,622.65	3,521.88	487,144.53	0.00
Purchase	08/02/2018	912796PP8	879,000.00	US Treasury Bill 2.16% Due: 01/31/2019	97.699	4.72%	858,770.77	0.00	858,770.77	0.00
Purchase	08/08/2018	3137EADM8	1,300,000.00	FHLMC Note 1.25% Due: 10/02/2019	98.543	2.54%	1,281,059.00	5,687.50	1,286,746.50	0.00
Purchase	08/24/2018	313370US5	850,000.00	FHLB Note 2.875% Due: 09/11/2020	100.411	2.67%	853,493.50	11,064.76	864,558.26	0.00
Purchase	09/05/2018	912796PP8	465,000.00	US Treasury Bill 2.187% Due: 01/31/2019	99.101	2.24%	460,820.14	0.00	460,820.14	0.00
Purchase	09/05/2018	912796PP8	12,420,000.00	US Treasury Bill 2.187% Due: 01/31/2019	99.101	2.24%	12,308,357.31	0.00	12,308,357.31	0.00
Purchase	09/05/2018	912796PT0	3,685,000.00	US Treasury Bill 2.224% Due: 02/28/2019	98.913	2.28%	3,644,933.40	0.00	3,644,933.40	0.00
Purchase	09/05/2018	912796PT0	310,000.00	US Treasury Bill 2.224% Due: 02/28/2019	98.913	2.28%	306,629.40	0.00	306,629.40	0.00
Purchase	09/05/2018	912796PT0	730,000.00	US Treasury Bill 2.224% Due: 02/28/2019	98.913	2.28%	722,062.79	0.00	722,062.79	0.00
Purchase	09/05/2018	912796PT0	1,500,000.00	US Treasury Bill 2.224% Due: 02/28/2019	98.913	2.28%	1,483,690.67	0.00	1,483,690.67	0.00
Purchase	09/05/2018	912796PT0	220,000.00	US Treasury Bill 2.224% Due: 02/28/2019	98.913	2.28%	217,607.96	0.00	217,607.96	0.00
Purchase	09/17/2018	62479MNH2	1,000,000.00	MUFG Bank Ltd/NY Discount CP 2.37% Due: 01/17/2019	99.197	2.42%	991,968.33	0.00	991,968.33	0.00
Purchase	09/17/2018	86958JHB8	750,000.00	Svenska Handelsbanken Yankee CD 1.89% Due: 01/10/2019	99.858	2.33%	748,933.55	2,716.88	751,650.43	0.00
Purchase	09/17/2018	89114MCU9	1,500,000.00	Toronto Dominion Bank Yankee CD 2.46% Due: 02/28/2019	100.003	2.45%	1,500,046.08	1,947.50	1,501,993.58	0.00
Purchase	09/17/2018	89233HTE4	500,000.00	Toyota Motor Credit Discount CP 2.6% Due: 06/14/2019	98.050	2.68%	490,250.00	0.00	490,250.00	0.00



Transaction Ledger

City of Pittsburgh Total Consolidated - Account #10638

June 30, 2018 through September 30, 2018

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Purchase	09/19/2018	21687BT43	1,500,000.00	Rabobank Nederland NV NY Discount CP 2.55% Due: 06/04/2019	98.173	2.62%	1,472,587.50	0.00	1,472,587.50	0.00
Purchase	09/21/2018	78012UHW8	1,500,000.00	Royal Bank of Canada Yankee CD 2.68% Due: 06/21/2019	100.000	2.68%	1,500,000.00	0.00	1,500,000.00	0.00
Purchase	09/24/2018	912828W97	2,000,000.00	US Treasury Note 1.25% Due: 03/31/2019	99.410	2.41%	1,988,203.13	12,090.16	2,000,293.29	0.00
Purchase	09/27/2018	89190BAD0	685,000.00	Toyota Auto Receivables Owner 2017-B A3 1.76% Due: 07/15/2021	98.840	2.77%	677,052.93	401.87	677,454.80	0.00
Purchase	09/28/2018	161571HF4	1,000,000.00	Chase CHAIT 2016-A5 1.27% Due: 07/15/2021	98.852	2.10%	988,515.63	458.61	988,974.24	0.00
Purchase	09/28/2018	161571HF4	350,000.00	Chase CHAIT 2016-A5 1.27% Due: 07/15/2021	98.832	2.11%	345,912.11	160.51	346,072.62	0.00
Purchase	09/28/2018	17305EGH2	1,000,000.00	Citibank Credit Card Issuance 2017-A9 A9 1.8% Due: 09/20/2021	99.012	2.39%	990,117.19	400.00	990,517.19	0.00
Purchase	09/28/2018	89190BAD0	280,000.00	Toyota Auto Receivables Owner 2017-B A3 1.76% Due: 07/15/2021	98.832	2.78%	276,729.69	177.96	276,907.65	0.00
Subtotal			35,065,777.20				34,743,140.93	38,627.63	34,781,768.56	0.00
Security Contribution	07/11/2018	90CAMP\$00	215.82	California Asset Mgmt Program CAMP	1.000		215.82	0.00	215.82	0.00
Security Contribution	09/30/2018	90PITT\$01	9,418,756.00	City of Pittsburgh Investment Pools	1.000		9,418,756.00	0.00	9,418,756.00	0.00
Security Contribution	09/30/2018	90PITT\$02	1,143,892.00	City of Pittsburgh Additional Bonded Debt Funds	100.000		1,143,892.00	0.00	1,143,892.00	0.00
Subtotal			17,289,805.41				17,289,805.41	0.00	17,289,805.41	0.00
TOTAL ACQUISITIONS			52,355,582.61				52,032,946.34	38,627.63	52,071,573.97	0.00

DISPOSITIONS

Maturity	07/26/2018	912796PR4	879,000.00	US Treasury Bill 1.803% Due: 07/26/2018	100.000		879,000.00	0.00	879,000.00	0.00
Maturity	08/06/2018	22549LND3	950,000.00	Credit Suisse New York Yankee CD 2.32% Due: 08/06/2018	100.000		950,000.00	5,754.89	955,754.89	0.00



Transaction Ledger

City of Pittsburgh Total Consolidated - Account #10638

June 30, 2018 through September 30, 2018

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Maturity	08/09/2018	63253TP69	760,000.00	National Australia Bank NY Yankee CD 2.19% Due: 08/09/2018	100.000		760,000.00	4,161.00	764,161.00	0.00
	Subtotal		2,589,000.00				2,589,000.00	9,915.89	2,598,915.89	0.00
Security Withdrawal	07/11/2018	90CAMP\$00	40.36	California Asset Mgmt Program CAMP	1.000		40.36	0.00	40.36	0.00
Security Withdrawal	07/11/2018	90CAMP\$00	138,082.46	California Asset Mgmt Program CAMP	1.000		138,082.46	0.00	138,082.46	0.00
Security Withdrawal	07/11/2018	90LAIF\$00	3,600,000.00	Local Agency Investment Fund State Pool	1.000		3,600,000.00	0.00	3,600,000.00	0.00
Security Withdrawal	07/20/2018	90LAIF\$00	5,800,000.00	Local Agency Investment Fund State Pool	1.000		5,800,000.00	0.00	5,800,000.00	0.00
Security Withdrawal	08/13/2018	90LAIF\$00	2,500,000.00	Local Agency Investment Fund State Pool	1.000		2,500,000.00	0.00	2,500,000.00	0.00
Security Withdrawal	08/31/2018	90LAIF\$00	3,000,000.00	Local Agency Investment Fund State Pool	1.000		3,000,000.00	0.00	3,000,000.00	0.00
	Subtotal		26,210,663.55				26,210,663.55	0.00	26,210,663.55	0.00
TOTAL DISPOSITIONS			28,948,249.45				28,948,249.45	47,098.23	28,995,347.68	0.00



Disclosure

2018 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-fees and represent the client's Total Return. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, no current or prospective client should assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.



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

DATE: 11/8/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Amend Staffing Allocation in the Planning Division
MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Director of Community Development recommends changing the staffing allocation plan by adding one (1) Assistant Planner position to the Planning Division.

FISCAL IMPACT

A full-time Assistant Planner position with benefits would cost approximately \$63,000 for the balance of the FY18-19 year, and funds are available within the existing planning budget (110-41501-2199) to cover this position for the remainder of this fiscal year. Future costs for this position are expected to be primarily off-set by a decrease in the need for contract planning services.

Over the last two years, the Planning Division has averaged spending of approximately \$115,000 per year on various contract planning services, all of which has been paid for by reimbursable project accounts. By decreasing our reliance on contract planners, these funds will become available to pay new permanent staff. Further, reimbursable account revenues are expected to either remain consistent or increase over the next 10+ years based on staff's projections for upcoming workloads and development patterns, which means long term funding for this position would be secure.

RECOMMENDATION

The City Council adopt a resolution to amend the authorized positions by adding one (1) regular full-time Assistant Planner to the Planning Division.

BACKGROUND

For the past three years the Planning Division has relied heavily on assistance from contract planning consultants to maintain the current level of service for processing applications for new development projects. The volume of new development for the past seven years has required staff to focus on day-to-day processing of applications, with no time available for long range planning for the community. The pace of development has shown few signs of abating as residential, commercial and industrial developers seek to locate or expand in Pittsburg.

In 2018, the need for long range planning work has risen with initiation of the Active Transportation Plan. Now known as Pittsburg Moves, this grant funded community-wide effort will be followed closely by the 2040 Comprehensive General Plan Update, a three-year planning and public outreach process. Soon thereafter, the City will be required to perform a Comprehensive Zoning Update and update the Housing Element to reflect the General Plan 2040, which may trigger the need to revise or update the Railroad Avenue Specific Plan and Pittsburg/Bay Point BART Master Plan.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

In accordance with Personnel Rule 3.4, the City Council is asked to allocate one full-time regular Assistant Planner position.

The City Council is asked to change the staffing allocation to add one (1) Assistant Planner.

Once approved by Council, Human Resources will work with the Planning to fill the full-time Assistant Planner vacancy.

ATTACHMENTS: 1. Resolution

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
to Allocate One Assistant Planner Position)

Resolution No. 18-

WHEREAS, the City Manager recommends amending the staffing allocation plan due to staffing needs in the Planning Division; and

WHEREAS, the City's Personnel Rules calls for the City Council to allocate positions to each classification; 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 in conjunction with the staff report.

Section 2. The City Council adopt this Resolution approving the amendment to the authorized staffing allocation by adding one full-time regular Assistant Planner position with a maximum salary range of \$7,551 per month plus fringe benefits.

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

PASSED AND ADOPTED by the City Council of the City of Pittsburgh on the 19th day of 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk



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

DATE: 11/9/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between the City of Pittsburg and Kevin Harrell for the Property Located at 764 E. 11th Street (073-082-020)

MEETING DATE: 11/19/2018

EXECUTIVE SUMMARY

The City of Pittsburg and Kevin Harrell, an individual ("Buyer"), propose to enter into a purchase and sale agreement (Purchase Agreement) for the disposition of City property located at 764 E. 11th Street (073-082-020) (the "Property").

FISCAL IMPACT

Buyer agrees to purchase the Property, and Seller agrees to sell the Property to Buyer for Forty-Five Thousand Five Hundred Dollars (\$45,500) (the "Purchase Price"). Net sales proceeds will be deposited into the Budget Stabilization Fund.

RECOMMENDATION

City Council adopt the Resolution approving the Purchase Agreement for the Purchase Price of the Property.

BACKGROUND

The Property was conveyed to the City by U.S. Bank National Association, as trustee for the specialty underwriting and residential finance trust mortgage loan asset-backed certificates series 2006-BC4 on November 2009.

Through Planning Commission Resolution No. 10093 dated March 13, 2018, disposition of the Property is consistent with the City's General Plan in that the sale would facilitate redevelopment of the currently vacant site with a new residential dwelling unit, thereby promoting and reinforcing the predominately residential land use pattern of the area, consistent with the intent of the General Plan.

Buyer submitted an offer dated July 17, 2018 for the Property at Fifty-Four Thousand Dollars (\$54,000). The Property is approximately 4,300 square feet; making the price per square foot Twelve Dollars and Fifty-Five Cents (\$12.55). The price per square foot is comparable with previous appraisals for similar vacant lots that have recently sold in Pittsburgh.

On September 5, 2018, Buyer was notified that the total cost of engineering permit fees to construct the dwelling would be approximately Forty-Nine Thousand Dollars (\$49,000); a much higher cost than initially calculated and would have a negative impact on the proposed development of the Property.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

Due to the unanticipated cost of engineering permit fees, City negotiated a reduction in the price of the Property by Eight Thousand Five Hundred Dollars (\$8,500) which was the amount spent by Buyer on the set of building plans. Buyer agreed to the reduced price and will pay the Purchase Price of \$45,500 for the Property. The sale of the Property will contribute to the revitalization of the neighborhood by having a new home constructed on a vacant lot. Upon receiving City Council approval of the Purchase Agreement, staff will proceed with the closing of the sale.

ATTACHMENTS: Resolution
Purchase and Sale Agreement

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Approving)
A Purchase and Sale Agreement between the)
City of Pittsburgh and Kevin Harrell for the) RESOLUTION NO. 18-
Property Located at 764 E. 11th Street)
(073-082-020))

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburgh and Kevin Harrell ("Buyer") have negotiated the purchase and sale agreement (the "Purchase Agreement") for City Property located at 764 E. 11th Street (073-082-020) (the "Property") for Forty-Five Thousand Five Hundred Dollars (\$45,500) (the "Purchase Price"); and

WHEREAS, the Property was conveyed to the City by U.S. Bank National Association, as trustee for the specialty underwriting and residential finance trust mortgage loan asset-backed certificates series 2006-BC4 on November 2009; and

WHEREAS, through Planning Commission Resolution No. 10093 dated March 13, 2018, disposition of the Property is consistent with the City's General Plan in that the sale would facilitate redevelopment of the currently vacant site with a new residential dwelling unit, thereby promoting and reinforcing the predominately residential land use pattern of the area, consistent with the intent of the General Plan.

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

Section 1.

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

Section 2.

The City Council hereby adopts the Resolution approving the Purchase Agreement for the Purchase Price. Net sales proceeds will be deposited into the Budget Stabilization Fund.

Section 3.

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

Section 4.

The Clerk of the Board shall certify to the adoption of this Resolution.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of November, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("this **Agreement**") is entered into as of _____, 2018 (the "**Effective Date**"), by and between the City of Pittsburg, a California municipal corporation ("**Seller**") and Kevin, Harrell an individual ("**Buyer**"). Seller and Buyer are collectively referred to herein as the "**Parties**."

RECITALS

A. Seller is the owner of certain real property located at 764 11th Street, known as Assessor's Parcel No. 073-082-020 , in the City of Pittsburg (the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. The Property was conveyed to Seller by U.S. Bank National Association, as trustee for the specialty underwriting and residential finance trust mortgage loan asset-backed certificates series 2006-BC4 on November 2009.

C. By Planning Commission Resolution No. 10093 dated March 13, 2018, disposition of the Property is consistent with the Seller's General Plan in that the sale would facilitate redevelopment of the currently vacant site with a new residential dwelling unit, thereby promoting and reinforcing the predominately residential land use pattern of the area, consistent with the intent of the General Plan.

D. Buyer agrees to purchase the Property, and Seller agrees to sell the Property to Buyer for Forty Five Thousand and Five Hundred Dollars (\$45,500) (the "**Purchase Price**"), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, Seller and Buyer hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller agrees to sell the Property to Buyer, and Buyer hereby agrees to acquire the Property from Seller.

2.2 Purchase Price. The purchase price for the Property to be paid by Buyer to Seller (the "**Purchase Price**") is Forty Five Thousand and Five Hundred

Dollars (\$45,500). The Purchase Price will be paid in immediately available funds to Seller on the Closing Date (defined below) at the address of Seller as provided in Section 10.8 of this Agreement.

2.3 Maintenance Expenses. Buyer hereby agrees to reimburse Seller on the Closing Date, if and only if Close of Escrow occurs, for costs to maintain the property (the “**Maintenance Expenses**”) from the Effective Date through the Closing Date in an amount not to exceed Five Hundred Dollars (\$500.00) per month. Maintenance Expenses include, but are not limited to, costs to fence the property, weed abatement and graffiti removal.

3. ESCROW.

3.1 Escrow Account. Seller will open an escrow account (the “**Escrow**”) maintained by Old Republic Title Company, 1000 Burnett Ave, Suite 400, Concord, CA 94520 Attn: Jennifer Quigley (the “**Escrow Holder**”), Escrow Holder shall perform all escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within seven (7) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the “**Opening of Escrow**” and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Buyer’s Deposit. Within two (2) business days after the Opening of Escrow, the Buyer shall deposit Eight Hundred Dollars (\$800) in Escrow (“**Initial Deposit**”). If Buyer delivers the Approval Notice (defined below) in accordance with Section 3.4 below, then upon expiration of Buyer’s Due Diligence Contingency Period, as set forth in Section 5.2 below, Buyer shall deposit an additional Eight Hundred Dollars (\$800) (the “**Additional Deposit**”). The Initial Deposit and Additional Deposit are sometimes collectively referred to herein as the “**Deposits.**”

3.4 Satisfaction of Due Diligence Contingency. Buyer shall have the right, in its sole discretion, to terminate this Agreement for any reason prior to the expiration of the Due Diligence Contingency Period (as defined in Section 5(a) below) and receive a refund of the Initial Deposit. Buyer hereby agrees to provide written notice to Seller prior to the expiration of the Due Diligence Contingency Period if Buyer disapproves any due diligence items or approves all due diligence items (“**Approval Notice**”). If Buyer disapproves any items through the delivery of the Approval Notice to Seller before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate, and all amounts deposited by Buyer into escrow (except the Independent Consideration), together with interest thereon, if any, will be returned to Buyer, and neither party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If Buyer fails to timely deliver the Approval Notice to Seller, it will be conclusively presumed that Buyer has approved all such items, matters or documents. The Deposits will become non-refundable and will be

released to the Seller upon failure to complete the sale by the mutually agreed Closing Date, unless extended.

3.5 Independent Consideration. As independent consideration for Seller's entering into this Agreement to sell the Property to Buyer, Buyer shall deliver the sum of Ten Dollars (\$10.00) to Seller through Escrow ("**Independent Consideration**"). In the event that Buyer terminates this Agreement in accordance with Section 3.4 above, Seller shall retain the Independent Consideration; in the event that Buyer does not terminate this Agreement as aforesaid, the Independent Consideration shall be applied to the Purchase Price at Closing.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Escrow Holder shall deliver a Preliminary Title Report for the Property (the "**Preliminary Report**") to Buyer within three (3) days after the Opening of Escrow. Buyer shall have until the end of the Due Diligence Contingency Period to approve the condition of title to the Property. If Buyer delivers the Approval Notice, Buyer agrees to take title to the Property subject to the following "**Permitted Exceptions:**" (a) standard printed exceptions in the Preliminary Report; (b) general and special real property taxes and assessments constituting a lien not yet due and payable; and (c) the Schedule B exceptions to the title referenced in the Approval Notice.

4.2 Environmental and Natural Hazards Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Seller to provide certain disclosures regarding natural hazards affecting the Property. Seller agrees to make all necessary disclosures required by law.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing (the "**Closing**" or "**Close of Escrow**") will occur forty-five days after the Effective Date ("**Closing Date**"). In the event the Closing has not occurred within one hundred and eighty (180) days after the Opening of Escrow due to a delay beyond the Buyer's control, then Close of Escrow may be extended up to an additional ninety (90) days (the "**Extension Period**") at the sole discretion of the Executive Director of the Seller. If Close of Escrow has not occurred by the end of the Extension Period, Seller or Buyer may elect to terminate this Agreement.

5.2 Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Buyer's written waiver thereof (in Buyer's sole discretion) on or before the Closing Date:

(a) Buyer will have thirty (30) days from Opening of Escrow (the "**Due Diligence Contingency Period**") to complete physical inspections of the Property

and due diligence related to the purchase of the Property. Seller shall provide to Buyer copies of all reasonably available and known documents relating to the ownership and operation of the Property, including but not limited to plans, permits and reports (environmental, structural, mechanical, engineering and land surveys) that Seller has in its possession not later than two (2) business days following the execution and delivery of this Agreement. All physical inspections must be coordinated with Seller's representative. Buyer hereby agrees to indemnify and hold Seller harmless for any damage to the Property caused (but not merely revealed) by Buyer's inspections.

(b) Seller has performed all obligations to be performed by Seller pursuant to this Agreement.

(c) Seller's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(d) The Title Company is irrevocably committed to issue a CLTA Title Policy to Buyer, effective as of the Closing Date, insuring title to Buyer in the full amount of the Purchase Price subject only to the Permitted Exceptions.

5.3 Seller's Conditions to Closing. The Close of Escrow and Seller's obligation to sell and convey the Property to Buyer are subject to the satisfaction of the following conditions or Seller's written waiver (in Seller's sole discretion) of such conditions on or before the Closing Date:

(a) Buyer has performed all obligations to be performed by Buyer pursuant to this Agreement before Closing Date.

(b) Buyer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

5.4 Conveyance of Title. Seller will deliver marketable fee simple title to Buyer at the Closing, subject only to the Permitted Exceptions. The Property will be conveyed by Seller to Buyer in an "as is" condition, with no warranty, express or implied, by Seller as to the physical condition including, but not limited to, the soil, its geology, or the presence of known or unknown faults or Hazardous Materials or hazardous waste (as defined by state and federal law); provided, however, that the foregoing shall not relieve Seller from disclosure of any such conditions of which Seller has actual knowledge.

5.5 Deliveries at Closing.

(a) Deliveries by Seller. Seller shall deposit into the Escrow for delivery to Buyer at Closing: (i) a grant deed; (ii) an affidavit or qualifying statement which satisfies the requirements of paragraph 1445 of the Internal Revenue Code of 1986, as amended, any regulations thereunder (the "**Non-Foreign Affidavit**"); (iii) a California Franchise Tax Board form 590 to satisfy the requirements of California

Revenue and Taxation Code Section 18805(b) and 26131; and (iv) a statement with the actual costs of Maintenance Expenses.

(b) Deliveries by Buyer. No less than one (1) business day prior to the close of escrow, Buyer shall deposit into escrow immediately available funds in the amount, which together with the Earnest Money Deposit plus interest thereon, if any, is equal to: (i) the Purchase Price as adjusted by any prorations between the Parties; (ii) the escrow fees and recording fees; and (iii) the cost of the Title Policy.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the grant deed; (ii) disburse to Seller the Purchase Price, less Seller's share of any escrow fees, costs and expenses; (iii) deliver to Buyer the Non-Foreign Affidavit, the California Certificate and the original recorded grant deed; (iv) pay any commissions and other expenses payable through escrow; and (v) distribute to itself the payment of escrow fees and expenses required hereunder.

(d) Closing Costs. Buyer will pay all escrow fees (including the costs of preparing documents and instruments), and recording fees. Buyer will pay title insurance and title report costs and Seller will pay all governmental conveyance fees and all transfer taxes. All other costs and fees shall be paid in accordance with custom and practice in Contra Costa County.

(e) Pro-Rations. At the close of escrow, the Escrow Agent shall make the following prorations: (i) property taxes will be prorated as of the Close of Escrow based upon the most recent tax bill available, including any property taxes which may be assessed after the close of escrow but which pertain to the period prior to the transfer of title to the Property to Buyer, regardless of when or to whom notice thereof is delivered; (ii) any bond or assessment that constitutes a lien on the Property at the Close of Escrow will be assumed by Buyer; and (iii) Maintenance Expenses will be prorated at the Close of Escrow based on the actual costs of maintenance. Seller does not pay property taxes.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer that the statements below in this Section 6.1 are each true and correct as of the Closing Date provided however, if to Seller's actual knowledge any such statement becomes untrue prior to Closing, Seller will notify Buyer in writing and Buyer will have three (3) business days thereafter to determine if Buyer wishes to proceed with Closing. If Buyer determines it does not wish to proceed, then the terms of Section 6.2 will apply.

(a) Authority. Seller is a public agency, lawfully formed, in existence and in good standing under the laws of the State of California. Seller has the full right, capacity, power and authority to enter into and carry out the terms of this

Agreement. This Agreement has been duly executed by Seller, and upon delivery to and execution by Buyer is a valid and binding agreement of Seller.

(b) Encumbrances. Seller has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any Agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. Seller will not, directly or indirectly, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest prior to the Close of Escrow, as long as this Agreement is in force.

(c) There are no agreements affecting the Property except those which have been disclosed by Seller. There are no agreements which will be binding on the Buyer or the Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice, and the Reciprocal Easement Agreement.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement are conditions precedent to Buyer's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 Buyer's Representations and Warranties. In addition to the representations, warranties and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants and covenants to Seller that the statements below in this Section 6.5 are each true as of the Effective Date, and, if to Buyer's actual knowledge any such statement becomes untrue prior to Closing, Buyer shall so notify Seller in writing and Seller shall have at least three (3) business days thereafter to determine if Seller wishes to proceed with Closing.

(a) Buyer is an individual investor. Buyer has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

(b) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement are conditions precedent to Seller's obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by Seller, if such breach or default occurs prior to Close of Escrow, Buyer reserves the

right to either (a) seek specific performance from Seller or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Seller is able to perform; or (iii) to terminate this Agreement upon written notice to Seller, whereupon Seller shall cause Escrow Holder to return to Buyer any and all sums placed into the Escrow by Buyer, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither party shall have any further obligations or liabilities hereunder. IN THE EVENT OF A BREACH OR DEFAULT HEREUNDER BY BUYER AND THE CLOSING DOES NOT OCCUR DUE TO SUCH DEFAULT, SELLER'S SOLE REMEDY SHALL BE TO RETAIN THE DEPOSITS AS LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IN SUCH INSTANCE, THE DEPOSITS REPRESENT A REASONABLE APPROXIMATION OF SELLER'S DAMAGES AND ARE NOT INTENDED AS A FORFEITURE OR PENALTY BUT RATHER AN ENFORCEABLE LIQUIDATED DAMAGES PROVISION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, ET SEQ. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

Buyer's Initials

Seller's Initials

8. BROKERS. Seller represents that no real estate broker has been retained by Seller in the sale of the Property or the negotiation of this Agreement. Buyer represents that no real estate broker has been retained by Buyer in the procurement of the Property or negotiation of this Agreement. Buyer shall indemnify, hold harmless and defend Seller from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Buyer's conduct.

9. ASSIGNMENT. Absent an express signed written agreement between the Parties to the contrary, neither Seller nor Buyer may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

10. MISCELLANEOUS.

10.1 Attorneys' Fees. If any party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final

order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

10.2 Interpretation. This Agreement has been negotiated at arm's length and each party has been represented by independent legal counsel in this transaction and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting party.

10.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

10.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

10.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

10.6 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

10.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

10.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either party desires or is required to give to the other party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery

service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the party's address as set forth below:

To Buyer: Kevin Harrell
2704 Roosevelt Lane
Antioch, CA 94509

To Seller: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager

To Escrow Holder: Old Republic Title Company
1000 Burnett Avenue, Suite 400
Concord CA 94520
Attn: Jennifer Quigley

Any such communication shall be deemed effective upon personal deliver or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any party may change its address by notice to the other party. Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

10.9 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

10.10 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

10.11 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

10.12 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

10.13 Waivers. Any waiver by any party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure

to take action on account of any default by any party. Consent by any party to any act or omission by another party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

10.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

10.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between parties is effective, executed, or delivered, as of the Effective Date.

10.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

10.17 Approvals. Whenever this Agreement calls for Seller approval, consent, extension or waiver, the written approval, consent, or waiver of the Seller's Executive Director or his or her designee(s) shall constitute the approval, consent, extension or waiver of the Seller, without further authorization required from the Seller's Board. The Seller hereby authorizes the Agency's Executive Director and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce Seller's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the Seller.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement is executed by Buyer and Seller as of the Effective Date.

Seller:

City of Pittsburg

By: _____
Joe Sbranti
City Manager

Attest:

City Clerk

Reviewed as to Form:

City Attorney

Buyer:

By: _____
Name: Kevin Harrell

EXHIBIT A

LEGAL DESCRIPTION

A certain parcel of land situated in the City of Pittsburg, County of Contra Costa, State of California and more particularly described as follows:

Lot 21 of Block 206, Creed's Addition No. 2, as filed in Book 18 of Maps at Page 425, on September 25, 1923, in the Office of the Recorder, County of Contra Costa, State of California.

Assessor's Parcel No. 073-082-020