



**CITY OF PITTSBURG
AGENDA**

FEBRUARY 19, 2019

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

**COMMISSION APPLICANT INTERVIEWS
4:30 P.M.**

**CLOSED SESSION
4:35 P.M.**

**GOAL SETTING SESSION
5:00 P.M.**

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

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

PRESIDING

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

4:30 P.M. - COMMISSION APPLICANT INTERVIEWS

AUDIENCE REMARKS

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

4:35 P.M. - CONVENE IN CLOSED SESSION

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

Property: 1000 Center Drive (086-100-037): Negotiators for Successor Agency: Garrett Evans, Maria Aliotti; Negotiating Parties: Meadow Creek Group LLC; Under Negotiation: both price and terms of payment

Property: Civic Avenue (086-100-035): Negotiators for City: Garrett Evans, Maria Aliotti; Negotiating Parties: Meadow Creek Group LLC; Under Negotiation: both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9

One (1) case

5:00 P.M. - GOAL SETTING SESSION

City Manager Introduction
City Clerk
Finance
Community Development (Engineering, Building, Planning, Planning Commission)
Public Works (Water/Sewer, Parks)
Pittsburg Power Company
Economic Development/Recreation, Community Advisory Commission (CAC)
Waterfront/Marina
Environmental Affairs
Successor Agency, Community Development Block Grant (CDBG), Housing Authority
Human Resources
City Attorney
Police

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

4. Minutes of January 22, 2019
5. Disbursement List of January 31, 2019
6. Adoption of a Housing Authority Resolution to Appoint Garrett Evans as Executive Director

The City Council has selected Assistant City Manager, Garrett Evans for the position of City Manager. The City Manager also serves as the Executive Director of the Housing Authority of the City of Pittsburgh. The proposed Resolution appoints Garrett Evans as the Executive Director of the Housing Authority of the City of Pittsburgh.

7. Adoption of a Housing Authority Resolution Authorizing Staff to Participate in an Auction and to Use Housing Successor Agency Fund Balance to Acquire Contra Costa County Tax Defaulted Properties

The Contra Costa County publishes a list of tax defaulted properties (the "List") at the end of each calendar year. Staff is proposing to participate in an auction to acquire up to three (3) properties (the "Properties") on the List.

8. Adoption of a Housing Authority Resolution Approving the 2019 Utility Allowance Schedule

The U S Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (Schedule). Pursuant to 24CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule. The Housing Authority of Pittsburgh (Housing Authority) has revised the Schedule for 2019 (the "2019 Schedule") to reflect a ten percent (10%) increase in utility rate costs.

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY to April 15, 2019

CITY COUNCIL MEETING

PUBLIC HEARING

9. Introduction and Waive First Reading of an Ordinance Amending Title 2 of the Pittsburg Municipal Code To Approve Adding Chapter 2.13 Relating to City Attorney

The City Council appointed Donna Mooney as the in-house City Attorney in July 2018. Staff recommends the City Council take comments and waive first reading of an Ordinance to update the Pittsburg Municipal Code to add Chapter 2.13 as it relates to City Attorney.

10. Introduction and Waive First Reading of an Ordinance Amending Title 2 of the Pittsburg Municipal Code and Adoption of a City Council Resolution To Approve Revised Bylaws for City Commissions

The City Council approved a Handbook for City Advisory Bodies to guide and assist them in the performance of their duties. Staff recommends the City Council take comments and waive first reading of an Ordinance to update the Pittsburg Municipal Code and approve a Resolution to revise bylaws for City commissions to be consistent with the Handbook.

CONSIDERATION

11. Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between Contra Costa County and the City of Pittsburg for Assessor Parcel Numbers 088-171-037 and 086-214-025 and of a Pittsburg Power Company Resolution Authorizing to Partially Fund the Acquisition

Contra Costa County, a political subdivision of the State of California and the City of Pittsburg, a municipal corporation, propose to enter into a Purchase and Sale Agreement ("PSA") for two properties located on the northwest corner of Bliss Avenue and Harbor Street and on the northwest corner of California Avenue and Harbor Street, also known as Assessor Parcel Numbers ("APN") 088-171-037 and 086-214-025 respectively (collectively, the "Properties"). The City is proposing to purchase the Properties from the County.

12. Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between Contra Costa County and the City of Pittsburg for Assessor Parcel Numbers 088-171-037 and 086-214-025 and of a Pittsburg Power Company Resolution Authorizing to Partially Fund the Acquisition

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13. By Minute Order, Select Commission Appointments to Vacancies on the

Community Advisory Commission, Planning Commission, and Library Commission

Four openings exist on the Community Advisory Commission (CAC) and four openings exist on the Planning Commission. One opening exists on the Library Commission. The City has advertised for all openings and received applications for all Commissions. All applicants were invited to interview with the City Council on February 4, and 14 applicants total were interviewed at that time. Two applicants asked to be interviewed on February 19 prior to the meeting.

PITTSBURG ARTS AND COMMUNITY FOUNDATION CONSIDERATION

14. Adoption Two Pittsburg Arts and Community Foundation Resolutions Approving the Termination Agreement Between the Pittsburg Arts and Community Foundation and Shelly Ha and Approving a Sublease Agreement Between the Pittsburg Arts and Community Foundation and Tu Nguyen and Kim Tran

The Pittsburg Arts and Community Foundation (PACF), a California 501 (c)(3) non-profit corporation and Shelly Ha. (Former Tenant), an individual doing business as CreAsian Bistro, propose to enter into a termination agreement (Termination Agreement) to terminate the sublease (Former Sublease) at 610 and 630 Railroad Avenue (Premises). PACF and Tu Nguyen, an individual, and Kim Tran, an individual (collectively, the "New Tenant") doing business as CreAsian Bistro propose to enter into a sublease agreement (New Sublease) at the Premises, commencing March 1, 2019 and expiring on December 31, 2021 (New Sublease Term). The Premises consists of three thousand, three hundred sixty (3,360) square feet of interior space.

15. Adoption Two Pittsburg Arts and Community Foundation Resolutions Approving the Termination Agreement Between the Pittsburg Arts and Community Foundation and Shelly Ha and Approving a Sublease Agreement Between the Pittsburg Arts and Community Foundation and Tu Nguyen and Kim Tran

The Pittsburg Arts and Community Foundation (PACF), a California 501 (c)(3) non-profit corporation and Shelly Ha. (Former Tenant), an individual doing business as CreAsian Bistro, propose to enter into a termination agreement (Termination Agreement) to terminate the sublease (Former Sublease) at 610 and 630 Railroad Avenue (Premises). PACF and Tu Nguyen, an individual, and Kim Tran, an individual (collectively, the "New Tenant") doing business as CreAsian Bistro propose to enter into a sublease agreement (New Sublease) at the Premises, commencing March 1, 2019 and expiring on December 31, 2021 (New Sublease Term). The Premises consists of three thousand, three hundred sixty (3,360) square feet of interior space.

CONFLICT OF INTEREST STATEMENT

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

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

16. Minutes of January 26, 2019 and February 4, 2019

17. Receive and File the Treasurer's Report for the Quarter Ending December 31, 2018

Attached is the Treasurer's Report for the fiscal quarter ending December 31, 2018, which includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

18. Adoption of a City Council Resolution Accepting Contract 2017-06, Downtown Sidewalk Replacement Project as Complete and Authorizing the City Engineer to File a Notice of Completion

Contract 2017-06, Downtown Sidewalk Replacement Project (the "Project") was for the replacement of several areas of sidewalk in the City's downtown. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

19. Adoption of a City Council Resolution to Approve Transfer of Marina and Waterfront Funds as of February 1, 2019 to the Marina Dredge Capital Improvement Project.

The City of Pittsburg is responsible for maintenance dredging of three marina basins, storm drain outfalls in the marina vicinity, and the public launch ramps. This action will move funds in excess of the 30% enterprise fund emergency threshold to the 2019-2029 Marina Dredge Capital Improvement Project account.

20. Adoption of a City Council Resolution to Amend Staffing Allocation in the Utility Billing Division

The City Manager, upon recommendation of the Director of Finance, recommends changing the staffing allocation plan by adding one (1) Account Clerk position to the Utility Billing Division

21. Adoption of a City Council Resolution to Amend the Salary Range of Utility Lineworker

The City Manager, upon recommendation from the Director of Human Resources, is requesting approval to amend the salary range of the Utility Lineworker classification. In accordance with the City's Personnel Rule 13.1, the City Council is asked to establish the salary range.

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 March 4, 2019

NOTICE TO PUBLIC

GENERAL INFORMATION

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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 - 2019

Updated February 4, 2019

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Jelani Killings / Merl Craft Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	F. McKinley
East Co. Co. County Habitat Conservancy	Juan Banales / Holland White Alternate	Standing	Monthly	K. Pollot
East County Water Management	Merl Craft / Holland White Alternate	Standing	Annual	F. McKinley
MCE Clean Energy Board	Shanelle Scales-Preston / Juan Banales Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Juan Banales / Holland White Alternate	Standing	2 nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & 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	Jelani Killings / Juan Banales Alt.	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Juan Banales / Jelani Killings Alt.	Standing	1 st Thursday	G. Evans
School Districts Committee (2x2)	Holland White & Jelani Killings / Merl Craft Alt.	Standing	4 th Thursday even months	G. Evans
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
Camp Stoneman Anniversary Celebration	Merl Craft & Shanelle Scales-Preston	Ad Hoc	As needed	Evans/Simonton
CIP	Juan Banales & Jelani Killings	Ad Hoc	As needed	G. Evans
Community Services Subcommittee	Juan Banales & Holland White	Ad Hoc	As needed	G. Evans/M. Aliotti
Hills Committee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	Quarterly	K. Simonton
Finance Subcommittee	Jelani Killings & Juan Banales / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	K. Pollot
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Merl Craft Alt.	Standing	As needed	D. Buchanan
Sister City Committee	Holland White & Merl Craft / Jelani Killings Alt.	Ad Hoc	As needed	K. Simonton
Successor Agency Subcommittee	Merl Craft & Jelani Killings / S. Scales-Preston Alt.	Standing	As needed	M. Aliotti

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

Commission	Tentative Meeting Dates
Planning Commission	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: January 22, 2019

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

Garrett Evans, Acting 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 Banales called the meeting of the Housing Authority to order at 7:19 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California, after convening at 6:00 P.M. for the following Closed Session Item:

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

Property: 658 Central Avenue, 88 E. 6th Street #311, 145 W. 9th Street; Negotiators: Garrett Evans, Maria Aliotti; Negotiating Parties: Contra Costa County; Under Negotiation: both price and terms of payment

Chair Banales stated there was no reportable action taken in Closed Session.

ROLL CALL

All Members were present for Closed Session. Member Herring departed immediately after Closed Session for a family emergency.

CONSENT CALENDAR

On motion by Member White, seconded by Member Craft to adopt and carried by the following vote:

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

3. Minutes of December 17, 2018
4. Disbursement List of December 31, 2018

HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

ADJOURNMENT

The Housing Authority was adjourned at 7:20 P.M. to February 19, 2019.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURG HOUSING AUTHORITY
Disbursement List Summary
For the month of January 2019

VOUCHERS	Ck#	Amount	HAP ¹	VASH ²	UR ³	Portability	Admin. Fee	TOTAL
	148409-148525	1,618,496.96	1,221,990.25	218,928.00	9,664.41	158,415.00	9,499.30	1,618,496.96
	10119001-10119497							-
	148526-148530	33,016.62	24,263.62	40.00	139.00	8,574.00	-	33,016.62
	11519001-11519012							-
	TOTAL	1,651,513.58	1,246,253.87	218,968.00	9,803.41	166,989.00	9,499.30	\$ 1,651,513.58

¹Housing Assistance Payment ²Veterans Affairs Supportive Housing ³Utility Reimbursement

ADMINISTRATIVE EXPENSES	Amount	Description	TOTAL
Paid to	\$ 38,637.89	Full Time salaries	\$ 38,637.89
City of Pittsburg	\$ 10,845.22	Stipend	10,845.22
(1/19 Operating	-	Part Time salaries	-
	2,676.09	Overtime salaries	-
	7,220.58	Retirement	2,676.09
	4,989.87	Retirement-Pension bonds	7,220.58
	-	Health Insurance	4,989.87
	-	CalPERS Unfunded Liability - Non Sworn	-
	-	Additional CalPERS Pension Contribution	-
	117.24	Life Insurance	117.24
	488.37	Dental Insurance	488.37
	3,246.93	Workers Comp	3,246.93
	331.44	Unemployment Insurance	331.44
	152.73	Disability Ins.	152.73
	3,803.48	FICA	3,803.48
	415.63	Deferred Compensation	415.63
	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
	208.70	Office Supplies	208.70
	-	Computer Software	-
	-	Textbooks	-
	1,315.74	Postage	1,315.74
	940.64	Misc Equip & Furniture < \$5,000	940.64
	-	Other Special Departmental Supplies	-
	843.17	Utilities (Gas, Electric & Water)	843.17
	-	Telephone - Regular	-
	-	Telephone - Other	-
	265.92	Membership Dues & Subscriptions	265.92
	1,115.22	Travel, Training, & Conference	1,115.22
	2,153.16	Insurance - Alloc Chgs	2,153.16
	-	Legal Fees	-
	6,000.00	Auditing Expense	6,000.00
	-	Settlement Hearing	-
	4,929.54	Other Contractual & Professional Service	4,929.54
	-	Advertising & Promotion	-
	10,880.97	Maintenance Agreements	10,880.97
	289.92	Maintenance & Repairs	289.92
	458.61	Equipment Rental	458.61
	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
	700.00	Legal - Non Retainer/Non Reimbursable	700.00
	-	Capital Equipment & Furniture	-
	626.04	Misc Equip & Furniture < \$5,000	626.04
	-	Other Special Departmental Supplies - Rental	-
	-	Utilities (Gas, Electric, & Water) - Rental	-
	-	Advertising & Promotion - Rental	-
	-	Other Contractual & Professional Service - Rental	-
	881.35	Maintenance & Repairs - Rental	881.35
	-	Property Tax payment - Rental	-
	290.97	Other fees - Rental	290.97
	-	Lighting & Landscape Assessment - Rental	-
	-	CCCERA Interfund Loan Payback	-
	1,548.83	Transfer-Out to OPEB (Unfunded Liabilities)	1,548.83
TOTAL	121,511.14		121,511.14

VOIDED CHECKS & ADJUSTMENTS	Ck#	Amount	Reason	TOTAL
	148295	(125.00)	Lost check - reissued on 1/15/19	(125.00)
				-
				-
				-
				-
				-
TOTAL		(125.00)		\$ (125.00)

NET of Issued and Voided \$ 1,772,899.72

Lam 2/6/19
menz 2/6/19
DAgar 2/6/19

Check Summary

January 1, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 148409	1/1/19	*****2494	Amana K Cornish	27.00
148410	1/1/19	*****1508	Angela N Taylor	125.00
148411	1/1/19	*****4690	Anita S Crayton	67.00
148413	1/1/19	*****2188	Antoine D Jackson	191.00
148414	1/1/19	*****6117	Athena A Ruiz	111.00
148415	1/1/19	*****0898	Burhan Nawabi	65.00
148416	1/1/19	*****5232	Danielle M Thomas	91.00
148417	1/1/19	*****2319	Delfonse A Lewis	240.00
148418	1/1/19	*****2940	Donnette L Terrell	215.00
148419	1/1/19		Franchise Tax Board	208.75
148420	1/1/19	*****4959	Hamayoon Kakar	215.00
148422	1/1/19	*****6519	Krystal M Williams	22.00
148423	1/1/19	*****7253	Laneava S Blanks	60.00
148424	1/1/19	*****5201	Laquita Dillon	122.00
148425	1/1/19	*****6488	Luz S Edington	32.00
148426	1/1/19	*****3960	Lyniece N Eddins	148.00
148427	1/1/19	*****6385	Marcia Price	117.00
148428	1/1/19	*****7280	Mareece M Harrison	19.00
148429	1/1/19	*****5133	Mary P Grigsby	13.00
148431	1/1/19	*****2674	Monika Smith	8.00
148432	1/1/19	*****3829	Nicole N Hodge	89.00
148433	1/1/19	*****8665	Nieza M Burrus	133.00
148434	1/1/19	*****7200	Nikol E Wynne	165.00
148435	1/1/19	*****4119	Pashenia D Sanders	168.00
148436	1/1/19	*****8278	Patrice Johnson	82.00
148437	1/1/19	*****9042	Priscilla Bunton	7.00
148439	1/1/19	*****7218	Rayna Madison	64.00
148440	1/1/19	*****1601	Rosa R Stevens	160.00
148441	1/1/19	*****6935	Samaiyah A Warren	140.00
148442	1/1/19	*****1512	Shawn A Prince	37.00
148443	1/1/19	*****3542	Starr C Bronson	13.00
148445	1/1/19	*****4760	Totiona B Richardson	9.00
148446	1/1/19	*****8651	Zaoxin Rong	2,266.00
148448	1/1/19	*****2890	Raquel E Miller	35.00

148449	1/1/19	*****8623	Kimberly A Limas	200.00
148450	1/1/19	*****4208	Ono c Rothschild	266.00
148451	1/1/19	*****2184	Evelyn Smith	14.00
148452	1/1/19	*****8612	Regina D Tucker	68.00
148453	1/1/19	*****8889	Rosemarie Fagundes	35.00
148454	1/1/19	*****0261	Verline Mason	18.00
148455	1/1/19	*****5753	Kevin j Hernandez	231.00
148456	1/1/19	*****6015	Sherron A Camp	194.00
148457	1/1/19	*****7911	Jackie I Haywood	179.00
148458	1/1/19	*****6241	Felisha L Lee	161.00
148459	1/1/19	*****2941	Sadrina Sims	120.00
148460	1/1/19	*****5492	Michelle m Williams	2.00
148461	1/1/19	*****0046	Letta D Christian	83.00
148462	1/1/19	*****1955	Marilyn M Walker	35.00
148463	1/1/19	*****7135	Michele N Nichols	57.00
148464	1/1/19	*****9585	Angel L Jefferson	278.00
148465	1/1/19	*****2879	Tieshia S Jones	168.00
148466	1/1/19	*****5626	Lashawn P Fields	74.00
148467	1/1/19	*****3113	Mannah S Parrott	215.00
148468	1/1/19	*****4702	Tracey S Russell	19.00
148469	1/1/19	*****0248	Abdul A Wardak	51.00
148470	1/1/19	*****1715	Chantal L Bolden	16.00
148471	1/1/19	*****1015	Jessica D Parker	126.00
148472	1/1/19	*****5844	Daarina a Bey	38.00
148473	1/1/19	*****5298	Gloria F Nelson	19.00
148474	1/1/19	*****0903	Virgie r Gray	141.00
148475	1/1/19	*****6507	Melissa R Griffin	19.00
148476	1/1/19	*****3869	Charlene M Best	95.00
148477	1/1/19	*****1062	Lateefah S Camacho	215.00
148478	1/1/19	*****4721	Ebony N Manning	174.00
148479	1/1/19	*****2217	Camille A Lascano	203.00
148480	1/1/19	*****6571	Tasha S Sargent	175.00
148481	1/1/19	*****9229	Sonia M Guevara	125.00
148482	1/1/19	*****8078	Lisa E Gordon	17.00
148483	1/1/19	*****2808	Ramona P Jimenez	148.00
148484	1/1/19	*****8511	Tantasha Y Dutye	178.00
148485	1/1/19	*****5083	Crystal j Houston	195.00
148486	1/1/19	*****1696	Angela M Lenzi	30.00
148487	1/1/19	*****3183	Sonja I Campos	40.00
148488	1/1/19	*****8818	Lisa n Macpheators	136.00
148489	1/1/19	*****8765	Antoinette D Durrett	45.00

148490	1/1/19	*****3349	Iris S Randall		29.00
148491	1/1/19	*****9996	Crystal A Wyrick		148.00
148492	1/1/19	*****0840	Dalisha L Bernstine		103.00
148493	1/1/19	*****6953	Nathan Banks JR		25.00
148494	1/1/19	*****1238	Ramonda A Carlos		36.00
148495	1/1/19	*****2730	Jolene L Carlos		182.00
148496	1/1/19	*****6995	Graciela Arroyo		23.00
148497	1/1/19	*****0195	Shanoria s Sasser		130.00
148498	1/1/19	*****7390	Masuda Nawabi		35.00
148499	1/1/19	*****1951	Vinisha D Thornton		227.00
148500	1/1/19	*****6483	Alicia C Guevara		29.00
148501	1/1/19	*****7822	Daudi K Edmond		41.00
148502	1/1/19	*****5758	Monique c Chaves		119.00
148503	1/1/19	*****7134	Gwendolyn T Banks		51.00
148504	1/1/19	*****1164	Michelle M Balestrieri		155.00
148506	1/1/19	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management		4,325.00
148507	1/1/19	*****9524	Ahmed H Abushgarah		18.00
148508	1/1/19	*****9326	Western Addition Apartments, LLC		1,821.00
148509	1/1/19	*****8574	Alamo Square Apartments LLC		2,252.00
148510	1/1/19	*****9810	Housing Authority of the County of Alameda		1,465.59
148511	1/1/19	*****5951	Stoneman Apartments		17,544.00
148512	1/1/19	*****0339	Shanda Arnold		1,798.00
148514	1/1/19	*****0348	Hartz Property Management		1,471.00
148515	1/1/19	*****1057	Diamond Hillside Apartments		1,292.00
148516	1/1/19	*****0051	Dan Ho		2,110.00
148517	1/1/19	*****0978	King County Housing Authority		3,965.02
148518	1/1/19	*****3848	Leticia Carasi Malasig		679.00
148519	1/1/19	*****3124	Dante McDonald		1,012.00
148520	1/1/19	*****2593	Ba Nguyen Thu Thi Ngo		3,420.00
148521	1/1/19	*****9182	Lorene Paysinger		1,793.00
148522	1/1/19	*****4893	Cong Thi Pham		2,907.00
148523	1/1/19	*****7243	Linda Phon		961.00
148524	1/1/19	*****4614	Vincenzo Signorino		1,466.00
148525	1/1/19	*****8191	Albert S Tam		1,480.00
* 10119001	1/1/19	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	1,975.00
10119002	1/1/19	*****2626	9th Street Associates, LP	DD - ES	2,842.00
10119003	1/1/19	*****0229	Meerwais Abdiani	DD - ES	867.00
10119004	1/1/19	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	2,071.00

10119005	1/1/19	*****6232	Rosario Aguilar	DD - ES	828.00
10119006	1/1/19	*****5759	Rosa Aguirre	DD - ES	2,251.00
10119007	1/1/19	*****9530	Demetrius Alexander	DD - ES	1,676.00
10119008	1/1/19	*****3510	Altisource Residential Corporation	DD - ES	986.00
10119009	1/1/19	*****9681	Dale Alvarez	DD - ES	1,180.00
10119011	1/1/19	*****0104	Cecilia Anderson	DD - ES	2,643.00
10119012	1/1/19	*****0387	James or Brenda Anderson	DD - ES	1,196.00
10119013	1/1/19	*****5255	Linda S Anderson	DD - ES	2,741.00
10119014	1/1/19	*****9111	Shawn Anderson	DD - ES	1,731.00
10119015	1/1/19	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,747.00
10119016	1/1/19	*****0707	Sergeant or Sima Austin	DD - ES	915.00
10119017	1/1/19	*****4941	Shruti Motilal Ba-Harani	DD - ES	2,320.00
10119018	1/1/19	*****2764	Mel L. Banagan	DD - ES	2,237.00
10119019	1/1/19	*****4138	Carlos G. Barraza	DD - ES	831.00
10119020	1/1/19	*****3909	Ken Bartlett	DD - ES	3,462.00
10119021	1/1/19	*****7446	Bay Burg Property, LLC	DD - ES	861.00
10119022	1/1/19	*****5979	John Bedford	DD - ES	520.00
10119023	1/1/19	*****9093	Holly Beech	DD - ES	3,482.00
10119025	1/1/19	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,666.00
10119026	1/1/19	*****2521	Belmont Apartments	DD - ES	23,676.66
10119027	1/1/19	*****2521	Belmont Apartments	DD - ES	29,391.00
10119028	1/1/19	*****2521	Belmont Apartments	DD - ES	28,523.00
10119029	1/1/19	*****2521	Belmont Apartments	DD - ES	29,127.00
10119030	1/1/19	*****2521	Belmont Apartments	DD - ES	3,992.00
10119031	1/1/19	*****5996	Alex Benjamin	DD - ES	1,490.00
10119032	1/1/19	*****6465	Tennyson Berry	DD - ES	2,165.00
10119033	1/1/19	*****8634	Bethel Global Development LLC	DD - ES	1,590.00
10119034	1/1/19	*****7075	Som N Bhatia	DD - ES	5,322.00
10119035	1/1/19	*****0602	Pinakin Bhatt	DD - ES	2,386.00
10119036	1/1/19	*****8470	Joseph B. Bachir	DD - ES	1,301.00
10119037	1/1/19	*****3502	Black Diamond Management	DD - ES	1,192.00
10119038	1/1/19	*****5924	Steven Booras	DD - ES	2,006.00
10119039	1/1/19	*****3037	Kelly Ann Bradford	DD - ES	1,449.00
10119040	1/1/19	*****5829	Brian Carter	DD - ES	1,310.00
10119041	1/1/19	*****7855	Mariya Briggs	DD - ES	2,822.00
10119042	1/1/19	*****6215	Janet Brown	DD - ES	1,389.00
10119043	1/1/19	*****7469	Jessica G. Platt	DD - ES	1,775.00
10119044	1/1/19	*****9783	Lauren H Brown	DD - ES	896.00
10119045	1/1/19	*****9954	Blue Sapphire Homes, Inc.	DD - ES	2,173.00

10119046	1/1/19	*****2142	Huong T. Bui	DD - ES	3,566.00
10119047	1/1/19	*****3080	Vu Manh Bui	DD - ES	1,729.00
10119048	1/1/19	*****3187	Burga Family California Trust	DD - ES	1,952.00
10119051	1/1/19	*****3026	Jerome Busby	DD - ES	1,806.00
10119052	1/1/19	*****7349	Xuelong Cao	DD - ES	497.00
10119054	1/1/19	*****4042	Donnell I. Carson	DD - ES	1,875.00
10119055	1/1/19	*****5079	Castle Creek Company, Inc.	DD - ES	1,457.00
			Trust Account		
10119056	1/1/19	*****6869	Cora Ann Chambers	DD - ES	1,527.00
10119057	1/1/19	*****6228	Gayle Chamberlain	DD - ES	862.00
10119058	1/1/19	*****0398	Kan Chuen Chan	DD - ES	2,062.00
10119059	1/1/19	*****5571	P. M. Chaobal	DD - ES	2,600.00
10119060	1/1/19	*****1853	Hong Chen	DD - ES	4,525.00
10119061	1/1/19	*****8946	Jienlin Chen	DD - ES	1,866.00
10119062	1/1/19	*****0128	Ping Chen	DD - ES	2,059.00
10119063	1/1/19	*****2680	Sherry Chen	DD - ES	1,355.00
10119064	1/1/19	*****4714	Wenhua Chen	DD - ES	2,413.00
10119065	1/1/19	*****5473	Hwa-Yoong Chiu	DD - ES	1,421.00
10119066	1/1/19	*****3211	Ada Choi	DD - ES	2,201.00
10119067	1/1/19	*****2454	Chun Ok Choi	DD - ES	3,407.00
10119068	1/1/19	*****0310	City of Pittsburg Housing Authority	DD - ES	3,926.00
10119069	1/1/19	*****3591	Juan F. Clara	DD - ES	1,223.00
10119070	1/1/19	*****7054	Ping Cao	DD - ES	1,394.00
10119071	1/1/19	*****1362	College Park Housing Authority	DD - ES	805.80
10119072	1/1/19	*****9873	Angel Contreras	DD - ES	2,834.00
10119073	1/1/19	*****8060	Betty Conner	DD - ES	1,136.00
10119074	1/1/19	*****3394	Kim Cortesi	DD - ES	1,875.00
10119083	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	1,884.42
10119087	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	6,848.00
10119088	1/1/19	*****7194	Maria G. Costa	DD - ES	845.00
10119089	1/1/19	*****1944	Melonie C. Miles - Trustee	DD - ES	1,998.00
			Phillip Cotton and Freddie Cotton 2005 Trust		
10119090	1/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	21,547.00
10119091	1/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	24,445.00
10119092	1/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	23,878.00
10119093	1/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	10,715.00
10119094	1/1/19	*****6569	Jeannette D. Crespo	DD - ES	2,222.00
10119095	1/1/19	*****7900	Patricia Crosby	DD - ES	1,422.00

10119096	1/1/19	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	1,899.00
10119097	1/1/19	*****6248	Justin Dailey	DD - ES	1,529.00
10119098	1/1/19	*****1622	Dam Quang To	DD - ES	19.00
10119099	1/1/19	*****8853	Antoinette Davis	DD - ES	1,700.00
10119100	1/1/19	*****2963	Audrey Davis	DD - ES	953.00
10119101	1/1/19	*****0396	Kesha E. Davis	DD - ES	1,277.00
10119102	1/1/19	*****8929	Kevin Davidson	DD - ES	1,017.00
10119103	1/1/19	*****4961	Paulette Davis	DD - ES	1,421.00
10119104	1/1/19	*****6115	Roshan M. Davis	DD - ES	1,448.00
10119105	1/1/19	*****9068	Jagdeep or Shashi Dayal	DD - ES	3,615.00
10119106	1/1/19	*****8370	Charles Dellamore	DD - ES	1,644.00
10119107	1/1/19	*****3537	Estate of Junie Crosby Evelyn Delaney	DD - ES	3,808.00
10119108	1/1/19	*****5882	David De La Torre	DD - ES	1,353.00
10119110	1/1/19	*****1004	Brigitte P. Doan	DD - ES	7,607.00
10119111	1/1/19	*****3531	Anna Phuongnam Thi Do	DD - ES	2,050.00
10119112	1/1/19	*****9716	JoAnn or Larry Domina	DD - ES	1,134.00
10119113	1/1/19	*****5043	Alex Dongallo	DD - ES	2,115.00
10119114	1/1/19	*****6538	Linda Duong	DD - ES	937.00
10119115	1/1/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	5,768.00
10119116	1/1/19	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	1,318.00
10119117	1/1/19	*****3757	Alma B Espiritu	DD - ES	1,705.00
10119118	1/1/19	*****6095	Rosario Espejo	DD - ES	1,380.00
10119119	1/1/19	*****8122	Gerardo M. Esquivel	DD - ES	1,142.00
10119120	1/1/19	*****6027	Jianxin Fang Jia Liu	DD - ES	4,209.00
10119121	1/1/19	*****3835	Michael Mao C/O Jing Feng	DD - ES	2,531.00
10119122	1/1/19	*****8236	Anthony Ferrell	DD - ES	1,709.00
10119123	1/1/19	*****2790	Barbara J. Fierner	DD - ES	1,490.00
10119124	1/1/19	*****9447	Joseph Field	DD - ES	1,140.00
10119125	1/1/19	*****7691	Hernan Roberto Figueroa	DD - ES	1,314.00
10119127	1/1/19	*****0962	Tochia D. Brewster Fleeton	DD - ES	1,437.00
10119128	1/1/19	*****5773	Alexander Flowers	DD - ES	1,342.00
10119129	1/1/19	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	1,697.39
10119130	1/1/19	*****4032	Fox Creek Apartments	DD - ES	22,648.00
10119131	1/1/19	*****4032	Fox Creek Apartments	DD - ES	10,923.00
10119132	1/1/19	*****0284	Monica Fraga	DD - ES	1,688.00
10119133	1/1/19	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	1,722.00
10119134	1/1/19	*****6265	Mr. Darren Fuller	DD - ES	1,381.00

10119135	1/1/19	*****8997	Fan Fuller	DD - ES	450.00
10119136	1/1/19	*****9634	Gialene Gaines	DD - ES	1,750.00
10119137	1/1/19	*****8306	Bao Wen Gao	DD - ES	2,426.00
10119138	1/1/19	*****6981	Adraine Gardner	DD - ES	1,701.00
10119139	1/1/19	*****4278	Antoinette L Garcia	DD - ES	1,345.00
10119140	1/1/19	*****7036	David Gardner	DD - ES	1,070.00
10119141	1/1/19	*****0785	Rupesh Garg Samantha Garg	DD - ES	2,091.00
10119142	1/1/19	*****2931	William H. Gardiner	DD - ES	2,051.00
10119143	1/1/19	*****5111	Gateway Apartments	DD - ES	3,979.00
10119144	1/1/19	*****5298	Parvindokht Ghaboulidashti	DD - ES	1,086.00
10119145	1/1/19	*****2770	Eva Gholson	DD - ES	2,636.00
10119146	1/1/19	*****1145	Vernon or Eva Gholson	DD - ES	2,506.00
10119147	1/1/19	*****5958	Jacqueline Gill	DD - ES	1,671.00
10119148	1/1/19	*****8187	Sukpran Gill	DD - ES	1,493.00
10119149	1/1/19	*****6084	Gold A and S LLC	DD - ES	2,220.00
10119150	1/1/19	*****3032	Jesse Gonzaga	DD - ES	2,505.00
10119151	1/1/19	*****2367	Ting Gong	DD - ES	2,251.00
10119152	1/1/19	*****6940	Frances Greene	DD - ES	2,800.00
10119153	1/1/19	*****4872	Rodney Green	DD - ES	1,176.00
10119154	1/1/19	*****3361	Rupinder Grewal	DD - ES	1,382.00
10119155	1/1/19	*****7325	Patricia Gridley	DD - ES	626.25
10119156	1/1/19	*****6305	Italo Grossi	DD - ES	1,572.00
10119157	1/1/19	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	930.00
10119158	1/1/19	*****0940	Krystle Guan	DD - ES	4,480.00
10119159	1/1/19	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	993.32
10119160	1/1/19	*****5267	Abhilash Gupta	DD - ES	6,475.00
10119161	1/1/19	*****7930	Donald R. Watson, Sr.	DD - ES	544.00
10119162	1/1/19	*****2314	Nicole Hackett	DD - ES	1,401.00
10119163	1/1/19	*****6176	Asharfun Nisha Hafiz	DD - ES	1,522.00
10119164	1/1/19	*****0457	Jeffrey Paul Hagler	DD - ES	3,766.00
10119165	1/1/19	*****9827	Delores Jane Hall	DD - ES	1,519.00
10119166	1/1/19	*****6228	David L Hart	DD - ES	1,803.00
10119167	1/1/19	*****1769	Lawrence Harrold	DD - ES	4,866.00
10119168	1/1/19	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	3,728.00
10119169	1/1/19	*****5859	Chuanhu He	DD - ES	1,663.00
10119170	1/1/19	*****6728	David T. Hennigan	DD - ES	12,997.00
10119171	1/1/19	*****3097	Silvester C. Henderson	DD - ES	3,819.00
10119172	1/1/19	*****5221	Anna Hernandez	DD - ES	1,441.00
10119173	1/1/19	*****2157	Elias Herrera	DD - ES	1,779.00

10119174	1/1/19	*****3423	Sally Lea Hickman	DD - ES	1,134.68
10119175	1/1/19	*****1603	Marva Hill	DD - ES	560.00
10119176	1/1/19	*****6255	Carl E. Hoard II	DD - ES	1,777.00
10119177	1/1/19	*****7386	Hanh Huu Hoang	DD - ES	1,553.00
10119178	1/1/19	*****5654	Havy S Hoag	DD - ES	2,585.00
10119179	1/1/19	*****4106	Albert Ho	DD - ES	1,797.00
10119180	1/1/19	*****2084	Annie Ho The Annie Ho Living Trust	DD - ES	1,352.00
10119181	1/1/19	*****8576	Joyce Ann Hoffman	DD - ES	1,460.00
10119182	1/1/19	*****7451	Gloria H. Holbrook	DD - ES	1,521.00
10119183	1/1/19	*****4543	Ronald G. Holmes	DD - ES	1,134.00
10119184	1/1/19	*****2768	Invitation Homes	DD - ES	2,099.00
10119185	1/1/19	*****5700	Tony Ho	DD - ES	1,004.00
10119186	1/1/19	*****9956	Cheng Huang	DD - ES	2,922.00
10119187	1/1/19	*****1535	Fanny Kao Huang	DD - ES	2,301.00
10119188	1/1/19	*****8816	Ming Zin Huang	DD - ES	2,453.00
10119189	1/1/19	*****7984	Tao Huang	DD - ES	9,086.00
10119190	1/1/19	*****9084	Nancy Xiu Zhen Hu	DD - ES	2,353.00
10119191	1/1/19	*****6229	Thinh Trieu Huynh	DD - ES	2,000.00
10119192	1/1/19	*****0778	IGreen House Inc.	DD - ES	1,360.00
10119193	1/1/19	*****8007	2015-1 IH2 Borrower LP	DD - ES	2,085.00
10119194	1/1/19	*****4320	IH2 Property West, L.P.	DD - ES	1,133.00
10119195	1/1/19	*****7951	IH5 Property West LP	DD - ES	2,640.00
10119196	1/1/19	*****7013	Eugene G. Imperato	DD - ES	1,468.00
10119197	1/1/19	*****8323	Keyee Investment LLC	DD - ES	531.00
10119198	1/1/19	*****1017	LaShon D Irving	DD - ES	1,886.00
10119199	1/1/19	*****0911	Mario Isidro	DD - ES	1,879.00
10119200	1/1/19	*****6821	Michael or Kay Isola	DD - ES	798.00
10119201	1/1/19	*****4913	Jabbarr Love	DD - ES	1,025.00
10119202	1/1/19	*****2036	Brandi Jackson C/O Perry Realty Team	DD - ES	2,120.00
10119203	1/1/19	*****4910	Sameer Jain	DD - ES	4,512.00
10119204	1/1/19	*****3307	Vishal S. Jain	DD - ES	1,682.00
10119205	1/1/19	*****1349	Jason Le	DD - ES	2,429.00
10119206	1/1/19	*****6917	Jian Xing Zhang	DD - ES	1,499.00
10119207	1/1/19	*****5506	Jason K. Johnson	DD - ES	2,951.00
10119208	1/1/19	*****8569	Ronita Johnson	DD - ES	1,431.00
10119209	1/1/19	*****2434	Sharon Jones	DD - ES	1,787.00
10119210	1/1/19	*****9670	Cheryl D Joseph	DD - ES	2,131.00
10119211	1/1/19	*****4905	Mostaeen B Jouya	DD - ES	2,148.00
10119212	1/1/19	*****3526	JPH Investment Trust	DD - ES	2,632.00

10119213	1/1/19	*****5704	Jaynee Walton Separate Property Trust	DD - ES	1,196.00
10119214	1/1/19	*****5647	Om Parkash Kalra	DD - ES	3,183.00
10119215	1/1/19	*****8425	Wei Kang	DD - ES	4,121.00
10119216	1/1/19	*****1731	Deepinder Kaur	DD - ES	2,351.00
10119217	1/1/19	*****7429	Navkirandeep Kaur	DD - ES	2,428.00
10119218	1/1/19	*****6180	K. E. M. Group LLC	DD - ES	1,936.00
10119219	1/1/19	*****9411	Anthony Keslinke	DD - ES	1,493.00
10119220	1/1/19	*****2578	Faraz Ali Khan	DD - ES	1,815.00
10119221	1/1/19	*****0839	Alan T. Kilpatrick	DD - ES	1,410.00
10119222	1/1/19	*****0888	KW Kirker Creek, LLC	DD - ES	2,910.00
10119223	1/1/19	*****7475	Qi Yun Kuang	DD - ES	4,201.00
10119224	1/1/19	*****8506	Simon Kailiang Kuang	DD - ES	1,707.00
10119225	1/1/19	*****2585	Daniel Kwan	DD - ES	3,334.00
10119226	1/1/19	*****6229	Simon Chuen-Sang Kwong	DD - ES	980.00
10119227	1/1/19	*****8326	Thomas LaFleur	DD - ES	1,946.00
10119228	1/1/19	*****7845	Chow Kang Lam	DD - ES	1,607.00
10119229	1/1/19	*****6520	Shirley Manly-Lampkin	DD - ES	1,032.00
10119230	1/1/19	*****6102	Maria Lara	DD - ES	1,608.00
10119231	1/1/19	*****7975	Peter C. Larsen	DD - ES	937.00
10119232	1/1/19	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	1,828.00
10119233	1/1/19	*****4732	Latif, LLC	DD - ES	2,869.00
10119234	1/1/19	*****0938	Ingrid Lau	DD - ES	1,853.00
10119235	1/1/19	*****9373	Delphia M. or Clarence Lawson	DD - ES	1,093.00
10119236	1/1/19	*****2293	LCSTAR, LLC	DD - ES	6,290.00
10119237	1/1/19	*****0984	Dao Tran Le	DD - ES	970.00
10119238	1/1/19	*****8548	Jack Wai Lee	DD - ES	2,036.00
10119239	1/1/19	*****1755	Siu Wan Windytiti Lee	DD - ES	1,745.00
10119240	1/1/19	*****2527	Steven Lee	DD - ES	1,120.00
10119241	1/1/19	*****5289	Yuhjen Juang Lee	DD - ES	1,752.00
10119242	1/1/19	*****1860	Lena Le	DD - ES	989.00
10119243	1/1/19	*****3782	Joseph C. Lerma	DD - ES	811.00
10119244	1/1/19	*****3555	Yiping I. and Frederic Leroudier	DD - ES	1,785.00
10119245	1/1/19	*****3410	John M. Leung	DD - ES	5,827.00
10119246	1/1/19	*****3743	May Leung or Rodney Chen	DD - ES	3,326.00
10119247	1/1/19	*****2110	Peter Leung	DD - ES	2,153.00
10119248	1/1/19	*****5185	Fortunee Lichaa	DD - ES	935.00
10119249	1/1/19	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	631.00
10119250	1/1/19	*****0416	Faqiang Li	DD - ES	1,069.00
10119251	1/1/19	*****8871	Jie Li	DD - ES	2,066.00

10119252	1/1/19	*****7827	Jinhuan Li	DD - ES	1,608.00
10119253	1/1/19	*****9346	Joshua Li	DD - ES	1,486.00
10119254	1/1/19	*****5495	Jian S Lin	DD - ES	1,665.00
10119255	1/1/19	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	1,154.00
10119256	1/1/19	*****3881	Vivian Y Li	DD - ES	1,647.00
10119257	1/1/19	*****1547	Paul Livson	DD - ES	3,034.00
10119258	1/1/19	*****0050	Wei Min Li	DD - ES	1,695.00
10119259	1/1/19	*****9003	Ying Hong Li	DD - ES	630.00
10119260	1/1/19	*****0198	Belkis Zhong Li	DD - ES	2,400.00
10119261	1/1/19	*****1646	Paul Long	DD - ES	2,580.00
10119262	1/1/19	*****1474	Los Medanos Village Apartments	DD - ES	23,201.00
10119263	1/1/19	*****7531	Tony or Yvonne Louie	DD - ES	1,393.00
10119264	1/1/19	*****1790	Valerie Love	DD - ES	1,330.00
10119265	1/1/19	*****5602	Marshall & Sonya Lowe	DD - ES	1,105.00
10119266	1/1/19	*****0153	Ariston Laurito Loyola	DD - ES	1,074.00
10119267	1/1/19	*****7720	Jose Loza	DD - ES	709.00
10119268	1/1/19	*****2354	Andrew Kin Lui	DD - ES	4,651.00
10119269	1/1/19	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	1,937.00
10119270	1/1/19	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	2,191.00
10119271	1/1/19	*****1821	Curtis H. Lundberg	DD - ES	546.00
10119272	1/1/19	*****1596	Kenneth Luong	DD - ES	1,583.00
10119273	1/1/19	*****1494	Xiangwen Lu	DD - ES	2,730.00
10119274	1/1/19	*****5430	Kiet A. Ly	DD - ES	1,805.00
10119275	1/1/19	*****4009	Yolanda McDonald	DD - ES	712.00
10119276	1/1/19	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	1,639.00
10119277	1/1/19	*****5865	Rakesh Madra	DD - ES	4,343.00
10119278	1/1/19	*****5605	Robert Madson Lisa Swafford	DD - ES	1,855.00
10119279	1/1/19	*****2191	Radha Mahesram	DD - ES	2,033.00
10119280	1/1/19	*****7358	Mahnoor Tariq	DD - ES	2,276.00
10119281	1/1/19	*****4372	Jennifer Leung Ma	DD - ES	3,650.00
10119282	1/1/19	*****1989	Jeff Mann	DD - ES	6,535.00
10119283	1/1/19	*****5378	Glenn Marshall	DD - ES	2,500.00
10119284	1/1/19	*****2875	Marla Y Harrison	DD - ES	302.00
10119285	1/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	16,468.00
10119286	1/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	18,218.00
10119287	1/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	16,252.00
10119288	1/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	1,042.00

10119289	1/1/19	*****3065	Tanya Martha	DD - ES	1,872.00
10119290	1/1/19	*****9206	Demetria d Mason	DD - ES	2,411.00
10119291	1/1/19	*****6768	Matrixone Realty	DD - ES	1,032.00
10119292	1/1/19	*****3048	Rita J. McCrystle	DD - ES	1,284.00
10119293	1/1/19	*****7174	Samuel McCree	DD - ES	1,975.00
10119294	1/1/19	*****6494	Dorothy McDonald	DD - ES	2,043.00
10119296	1/1/19	*****1152	Janice K McLean	DD - ES	930.00
10119297	1/1/19	*****4675	Meadow Glen Apartments	DD - ES	2,968.00
10119298	1/1/19	*****9866	Tatung Mei	DD - ES	3,314.00
10119299	1/1/19	*****4316	Joel Mejia	DD - ES	664.00
10119300	1/1/19	*****5245	Jinyu Meng	DD - ES	2,148.00
10119301	1/1/19	*****4885	Sabine Menzel	DD - ES	4,121.00
10119302	1/1/19	*****0133	Mercedes P. Johnson	DD - ES	614.00
10119303	1/1/19	*****7793	Dennis Meyer Kinetic Real Estate/ Marelise Navaroo	DD - ES	1,946.00
10119304	1/1/19	*****8272	Hector Meza	DD - ES	1,376.00
10119305	1/1/19	*****9885	Andrew S Miloslavich	DD - ES	1,681.00
10119306	1/1/19	*****7437	Perchak Properties for Carol Miller	DD - ES	1,946.00
10119307	1/1/19	*****9782	Maryann Miller	DD - ES	1,194.00
10119308	1/1/19	*****2618	Carlos J Miranda	DD - ES	764.00
10119309	1/1/19	*****0772	Hassan Mirabedi	DD - ES	7,613.00
10119310	1/1/19	*****6741	Gwendolyn Mitchell	DD - ES	1,840.00
10119311	1/1/19	*****7083	Ronnie Eric Moffett Estate	DD - ES	2,066.00
10119312	1/1/19	*****6340	Moe Mojaddidi	DD - ES	3,000.00
10119313	1/1/19	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	1,631.00
10119314	1/1/19	*****4676	Erik L Morris	DD - ES	1,640.00
10119315	1/1/19	*****3624	Diane Morin	DD - ES	1,790.00
10119316	1/1/19	*****3642	Eva Munn	DD - ES	1,173.00
10119317	1/1/19	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	1,609.00
10119318	1/1/19	*****0105	Ehsan Nabkel	DD - ES	3,094.00
10119319	1/1/19	*****9276	Fariba Naji	DD - ES	1,900.00
10119320	1/1/19	*****6234	Shinder Paul Narabut	DD - ES	6,818.00
10119321	1/1/19	*****0054	NC Associates, Inc.	DD - ES	11,308.00
10119322	1/1/19	*****6959	Joy Neal	DD - ES	1,840.00
10119323	1/1/19	*****9180	Michael Nelson	DD - ES	2,600.00
10119324	1/1/19	*****5257	Guy Nesbeth	DD - ES	2,656.00
10119325	1/1/19	*****1072	Dominic Y Ng	DD - ES	2,559.00
10119326	1/1/19	*****3604	Knowland Ging Ng	DD - ES	4,726.00
10119327	1/1/19	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	1,716.00

10119328	1/1/19	*****0738	Hieu Nguyen	DD - ES	2,166.00
10119329	1/1/19	*****7154	Huy Quang Nguyen	DD - ES	2,418.00
10119330	1/1/19	*****4366	Quyen Nguyen	DD - ES	1,900.00
10119331	1/1/19	*****8241	Tieu Nguyen	DD - ES	1,629.00
10119332	1/1/19	*****7265	Ernest Nichols III	DD - ES	3,027.00
10119333	1/1/19	*****6497	Peter Niloufari	DD - ES	2,508.00
10119334	1/1/19	*****9886	Northstar Financial Group, LLC	DD - ES	1,381.00
10119335	1/1/19	*****8129	Kevin Nord Nord Investment Real Estate	DD - ES	1,350.00
10119336	1/1/19	*****0056	Richard A Norte	DD - ES	2,611.00
10119337	1/1/19	*****2286	North State Financial, Inc.	DD - ES	1,382.00
10119338	1/1/19	*****7171	New Way Management Services, Inc.	DD - ES	12,127.00
10119339	1/1/19	*****1194	Jennifer Odei	DD - ES	1,448.00
10119340	1/1/19	*****5572	Dwight J Owens	DD - ES	433.00
10119341	1/1/19	*****7606	Juanita Olayo	DD - ES	1,556.00
10119342	1/1/19	*****4543	Esosa A. Omokaro	DD - ES	1,707.00
10119343	1/1/19	*****0588	Orange County Housing Authority	DD - ES	2,328.80
10119344	1/1/19	*****3741	Sandra L Ortiz	DD - ES	1,840.00
10119345	1/1/19	*****1081	Chinenye Osuagwu	DD - ES	2,328.00
10119346	1/1/19	*****9139	Olubukola Amoke Oyebade	DD - ES	2,450.00
10119347	1/1/19	*****3324	Mutlu Ozer	DD - ES	1,807.00
10119348	1/1/19	*****4083	Pacific Living, LLC	DD - ES	1,877.00
10119349	1/1/19	*****7811	Hemangini & Vijendra Patel	DD - ES	1,687.00
10119350	1/1/19	*****0885	Kokila Patel	DD - ES	852.00
10119351	1/1/19	*****8684	Virendra M. Patel	DD - ES	2,001.00
10119352	1/1/19	*****8047	Jason Pauline	DD - ES	1,357.00
10119353	1/1/19	*****1939	Paula D. Williams	DD - ES	3,072.00
10119354	1/1/19	*****3189	Loycell Peacock	DD - ES	1,015.00
10119355	1/1/19	*****5165	Scott Pease	DD - ES	1,250.00
10119356	1/1/19	*****3278	Maria Del Carmen Perez	DD - ES	263.00
10119357	1/1/19	*****6784	Lowde Y. Perkins	DD - ES	901.00
10119358	1/1/19	*****0130	Rosie Perkins	DD - ES	3,279.00
10119359	1/1/19	*****0958	Pittsburg Park Apartments	DD - ES	12,526.00
10119360	1/1/19	*****1097	Bay Point Orphans Fund, LLC	DD - ES	3,432.00
10119361	1/1/19	*****7605	Portofino Apartments	DD - ES	9,603.00
10119362	1/1/19	*****8826	Prime Metropolis Properties, Inc.	DD - ES	3,614.00
10119363	1/1/19	*****2849	IH5 Property West, LP	DD - ES	2,235.00
10119364	1/1/19	*****3398	Marples Property Management	DD - ES	3,191.00
10119365	1/1/19	*****4650	A. Meadows Property Management	DD - ES	1,209.00
10119366	1/1/19	*****6551	Parks Properties	DD - ES	1,765.00

10119367	1/1/19	*****7789	Stokley Properties LLC Harbor	DD - ES	2,280.00
10119368	1/1/19	*****8055	Property Upsurge, Inc.	DD - ES	10,753.00
10119369	1/1/19	*****0782	Amjad Qaqish	DD - ES	1,180.00
10119370	1/1/19	*****9542	Sam or Sonia Quinones	DD - ES	1,798.00
10119371	1/1/19	*****4029	Amos Radford	DD - ES	1,451.00
10119372	1/1/19	*****1034	Kuljit P Raju	DD - ES	1,277.00
10119373	1/1/19	*****2261	Paramjit K. Raju	DD - ES	2,630.00
10119374	1/1/19	*****3452	Christopher Ramirez	DD - ES	1,846.00
10119375	1/1/19	*****8489	Enrique or Stacy Ramirez	DD - ES	612.00
10119376	1/1/19	*****2162	Erika Ramirez	DD - ES	1,918.00
10119378	1/1/19	*****2283	Rohini Ram	DD - ES	2,146.00
10119379	1/1/19	*****6068	David Raughton	DD - ES	1,712.00
10119381	1/1/19	*****8337	RayCaro Inc.	DD - ES	3,019.00
10119382	1/1/19	*****8227	Croskey Real Estate, Inc.	DD - ES	5,610.00
10119383	1/1/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES	3,819.00
10119384	1/1/19	*****7083	Reliant - Woods Grove, LP	DD - ES	12,237.00
10119385	1/1/19	*****7349	Eric Franklin Remson	DD - ES	1,057.00
10119387	1/1/19	*****9321	Roger Riley	DD - ES	1,901.00
10119388	1/1/19	*****6917	Ronald D. Shelly or Julie Crowder	DD - ES	1,080.00
10119389	1/1/19	*****0694	Jason Ruffin	DD - ES	2,333.00
10119390	1/1/19	*****4579	Elvira Ruiz	DD - ES	1,336.00
10119391	1/1/19	*****5248	Constance Russell	DD - ES	632.00
10119392	1/1/19	*****3871	Maridel P Santos	DD - ES	1,294.00
10119393	1/1/19	*****3011	Alicia Saucedo	DD - ES	1,205.00
10119394	1/1/19	*****7615	Gregory Paul Schulz	DD - ES	1,405.00
10119395	1/1/19	*****9954	Richard M. Sciortino	DD - ES	926.00
10119396	1/1/19	*****7031	Jacqueline Selinger	DD - ES	687.00
10119397	1/1/19	*****5346	Young Sook Seroy	DD - ES	1,596.00
10119398	1/1/19	*****1446	Mohinder Sharma	DD - ES	999.00
10119399	1/1/19	*****7239	Shailesh & Bela Patel	DD - ES	3,720.00
10119400	1/1/19	*****4900	Paul Shatswell	DD - ES	1,493.00
10119401	1/1/19	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	2,599.00
10119402	1/1/19	*****5981	Yihui Shi	DD - ES	1,515.00
10119403	1/1/19	*****7789	Siena Court Apartments	DD - ES	8,665.00
10119404	1/1/19	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	4,224.00
10119405	1/1/19	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	10,076.00
10119406	1/1/19	*****6650	Frank M. Siino	DD - ES	610.00
10119407	1/1/19	*****8035	Joseph Michael Siino	DD - ES	1,425.00

10119408	1/1/19	*****5399	Gloria Silva	DD - ES	734.00
10119409	1/1/19	*****8407	Marc J. Simpson	DD - ES	1,637.00
10119410	1/1/19	*****3639	Raman Singh	DD - ES	2,125.00
10119411	1/1/19	*****6058	Son Singh	DD - ES	1,525.00
10119412	1/1/19	*****4970	Molly Smith	DD - ES	1,977.00
10119413	1/1/19	*****9092	Sherritta M Smith	DD - ES	1,096.00
10119414	1/1/19	*****2032	Cinthia Sosa	DD - ES	1,649.00
10119415	1/1/19	*****2985	Gloria Spahn	DD - ES	1,010.00
10119416	1/1/19	*****6977	Angela E. Robinson-Spencer	DD - ES	2,000.00
10119418	1/1/19	*****5343	Deborah Steppe	DD - ES	1,812.00
10119419	1/1/19	*****1601	George W. Stephens	DD - ES	1,674.00
10119420	1/1/19	*****5308	R R Rentals	DD - ES	1,639.00
10119422	1/1/19	*****7479	Ms. Li Su	DD - ES	2,599.00
10119423	1/1/19	*****6318	Mr. Shahzad Sultan	DD - ES	2,508.00
10119424	1/1/19	*****8534	Suma Aryaei	DD - ES	2,265.00
10119425	1/1/19	*****1235	Summit Venture Group, LLC	DD - ES	2,418.00
10119426	1/1/19	*****6168	Kamaljeet Surila	DD - ES	1,457.00
10119427	1/1/19	*****0399	Joyce Hui Sy	DD - ES	5,719.00
10119428	1/1/19	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	1,163.00
10119429	1/1/19	*****6765	TAH 2018-1 Borrower, LLC	DD - ES	3,189.00
10119430	1/1/19	*****9558	Edward C Tan	DD - ES	460.00
10119431	1/1/19	*****5832	Mohammad Tapus	DD - ES	2,743.00
10119432	1/1/19	*****6283	Yun Teng Weijie Zhang	DD - ES	1,813.00
10119433	1/1/19	*****2164	Quyen Minh Thai	DD - ES	3,132.00
10119434	1/1/19	*****9314	Silvia Thein and Ada Choi	DD - ES	1,175.00
10119435	1/1/19	*****4049	ChingJen Tong	DD - ES	4,119.00
10119436	1/1/19	*****1405	Lourdes or Raymond Tovar	DD - ES	1,787.00
10119437	1/1/19	*****2094	Raphael Minhuyen Tran	DD - ES	4,503.00
10119438	1/1/19	*****6035	Tam Van Tran	DD - ES	1,918.00
10119439	1/1/19	*****1327	Thuy Tran	DD - ES	1,245.00
10119440	1/1/19	*****6165	Thanh Van Trinh	DD - ES	1,506.00
10119441	1/1/19	*****3572	Nhan Chi Truong	DD - ES	949.00
10119442	1/1/19	*****5313	Sean Thuyet Truong	DD - ES	1,233.00
10119443	1/1/19	*****9321	Van Truong	DD - ES	1,493.00
10119444	1/1/19	*****8392	Xavier Van Truong	DD - ES	5,910.00
10119445	1/1/19	*****5553	David Tseng	DD - ES	2,438.00
10119446	1/1/19	*****4582	Lidia Valladares	DD - ES	2,165.00
10119447	1/1/19	*****0250	Victor D Valenzuela	DD - ES	1,570.00
10119448	1/1/19	*****5853	Tu Van	DD - ES	1,804.00

10119449	1/1/19	*****3371	Gary D. Vasconcellos	DD - ES	1,209.00
10119450	1/1/19	*****8457	Sareena Lata Velu	DD - ES	3,224.00
10119451	1/1/19	*****9682	Nuno G Vieira	DD - ES	4,156.00
10119452	1/1/19	*****2720	Stephen Cordell Wafer	DD - ES	1,071.00
10119453	1/1/19	*****2768	Huan Rong Wang	DD - ES	1,401.00
10119454	1/1/19	*****6924	Lining Wan	DD - ES	1,827.00
10119455	1/1/19	*****6945	Wei Wang	DD - ES	2,115.00
10119456	1/1/19	*****1634	Yu Ruo Wang	DD - ES	1,849.00
10119457	1/1/19	*****5502	Mildred Lucille Washington	DD - ES	1,996.00
10119459	1/1/19	*****4384	Wenyng Chang	DD - ES	2,162.00
10119460	1/1/19	*****5295	Holly Wen	DD - ES	1,569.00
10119461	1/1/19	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	4,651.00
10119463	1/1/19	*****2737	Jessica R Wiebe	DD - ES	2,231.00
10119464	1/1/19	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	1,765.00
10119465	1/1/19	*****5057	Kathleen and John Wilson	DD - ES	1,275.00
10119466	1/1/19	*****8702	Kathy D. Williams	DD - ES	2,600.00
10119467	1/1/19	*****5480	Tasia La Vonda Williams	DD - ES	1,877.00
10119468	1/1/19	*****5026	Windeler Development Group, Inc.	DD - ES	1,322.00
10119469	1/1/19	*****1769	Alan York Lun Wong Alan York Lun Wong	DD - ES	1,233.00
10119470	1/1/19	*****1862	Danny Ching-Yam Wong	DD - ES	1,979.00
10119471	1/1/19	*****1157	Har Pan Wong	DD - ES	7,659.00
10119472	1/1/19	*****6356	Joanne Wong	DD - ES	1,825.00
10119473	1/1/19	*****1060	Kinney Ming Wong	DD - ES	1,300.00
10119474	1/1/19	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	2,600.00
10119475	1/1/19	*****5565	Yuk Lin Woo	DD - ES	735.00
10119476	1/1/19	*****1853	WR Properties, Inc.	DD - ES	5,628.00
10119477	1/1/19	*****3962	Hong Wu	DD - ES	4,598.00
10119478	1/1/19	*****3698	Zhang Jin Wu	DD - ES	3,240.00
10119480	1/1/19	*****2651	Sheree Wynn	DD - ES	2,094.00
10119481	1/1/19	*****5388	Jian Ai Xuan	DD - ES	1,946.00
10119482	1/1/19	*****3880	Ping Ping Xu Keming Wang	DD - ES	3,385.00
10119483	1/1/19	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	597.00
10119484	1/1/19	*****6779	Sally Yip	DD - ES	1,813.00
10119485	1/1/19	*****6210	Yong Qiang Lu	DD - ES	1,777.00
10119486	1/1/19	*****6178	Chris Kui You	DD - ES	2,394.00
10119487	1/1/19	*****7622	Yee Yue Cheung	DD - ES	1,230.00

10119488	1/1/19	*****7029	Ming Yu	DD - ES	1,772.00
10119489	1/1/19	*****8664	Mohammad Zalmaiyyar	DD - ES	2,664.00
10119490	1/1/19	*****7638	Jielu Zhao	DD - ES	2,200.00
10119491	1/1/19	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	1,731.00
10119492	1/1/19	*****3259	Xirong Zhao	DD - ES	1,604.00
10119493	1/1/19	*****4367	Xiang Yang Zheng	DD - ES	2,400.00
10119494	1/1/19	*****3830	Joy Yi Zhou	DD - ES	2,456.00
10119495	1/1/19	*****7805	Shengguo Zhu	DD - ES	4,943.00
10119496	1/1/19	*****6132	Ying Zhu	DD - ES	4,996.00
10119497	1/1/19	*****4651	Weijie Zhang	DD - ES	1,155.00

Housing Choice Voucher	HAP	1,380,405.25
	UR	9,330.41
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	618.02
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$1,390,353.68

Check Summary

January 1, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
148412	1/1/19	*****6041	Anthony L Johnson	20.00
148421	1/1/19	*****0297	Kelly Barr	37.00
148430	1/1/19	*****5735	Michael Wimmer	147.00
148438	1/1/19	*****7726	Quamie Golliday	23.00
148444	1/1/19	*****2982	Timothy P Harrington	1.00
148447	1/1/19	*****3447	David S Loesch	88.00
148505	1/1/19	*****9325	JOW & AAW, LLC	1,116.00
148513	1/1/19	*****0331	Fairfield Housing Authority	825.60
10119010	1/1/19	*****4636	Felipe Amarante	DD - ES 1,487.00
10119020	1/1/19	*****3909	Ken Bartlett	DD - ES 383.00
10119024	1/1/19	*****7492	Adrienne Kelly Belton	DD - ES 906.00
10119049	1/1/19	*****8860	Joe Burns	DD - ES 1,200.00
10119050	1/1/19	*****8764	William Joseph Burgoyne	DD - ES 1,652.00
10119053	1/1/19	*****2513	Clara Beatriz Cardenas	DD - ES 1,550.00

10119075	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	11,932.82
10119076	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	12,539.80
10119077	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	11,495.42
10119078	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	11,147.28
10119079	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	12,460.64
10119080	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	9,190.52
10119081	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	10,781.88
10119082	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	9,391.26
10119083	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	9,095.96
10119084	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	16,413.86
10119085	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	11,969.70
10119086	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	12,040.64
10119087	1/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	4,992.78
10119090	1/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	6,238.00
10119091	1/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	4,157.00
10119092	1/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,942.00
10119093	1/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	4,089.00
10119109	1/1/19	*****9507	Olga M. Disney	DD - ES	1,135.00
10119115	1/1/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	607.00
10119126	1/1/19	*****8096	Robert Fitzstephens Rob Fitzstephens	DD - ES	1,432.00
10119131	1/1/19	*****4032	Fox Creek Apartments	DD - ES	476.00
10119143	1/1/19	*****5111	Gateway Apartments	DD - ES	3,318.00
10119160	1/1/19	*****5267	Abhilash Gupta	DD - ES	1,730.00
10119170	1/1/19	*****6728	David T. Hennigan	DD - ES	1,895.00
10119257	1/1/19	*****1547	Paul Livson	DD - ES	1,700.00
10119285	1/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	792.00
10119286	1/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	1,104.00
10119287	1/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	2,727.00
10119295	1/1/19	*****6342	James & Diana Gail McDonald c/o Yolanda McDonald	DD - ES	1,500.00
10119334	1/1/19	*****9886	Northstar Financial Group, LLC	DD - ES	6,061.00
10119365	1/1/19	*****4650	A. Meadows Property Management	DD - ES	446.00
10119377	1/1/19	*****7228	Ramsey Horton	DD - ES	1,542.00
10119380	1/1/19	*****2414	Tanya Nicole Ray	DD - ES	1,938.00
10119382	1/1/19	*****8227	Croskey Real Estate, Inc.	DD - ES	1,789.00
10119383	1/1/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES	4,946.00
10119384	1/1/19	*****7083	Reliant - Woods Grove, LP	DD - ES	2,606.00

10119386	1/1/19	*****2935	RICHMOND HOUSING AUTHORITY	DD - ES	4,403.70
10119403	1/1/19	*****7789	Siena Court Apartments	DD - ES	764.00
10119417	1/1/19	*****3465	Ramzi D Srouji	DD - ES	1,891.00
10119421	1/1/19	*****0437	Suisun City Housing Authority	DD - ES	867.42
10119458	1/1/19	*****4563	Isidoro Weitzman	DD - ES	2,060.00
10119461	1/1/19	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	2,169.00
10119462	1/1/19	*****9380	Tracy J. Whitehead	DD - ES	1,990.00
10119476	1/1/19	*****1853	WR Properties, Inc.	DD - ES	1,693.00
10119479	1/1/19	*****2556	Drewcillia Wyatt	DD - ES	1,247.00

VASH	HAP	218,928.00
	UR	334.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	8,881.28
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$228,143.28

Grand Total

HAP (Regular)	\$ 1,221,990.25	HAP	1,599,333.25
HAP (VASH)	218,928.00	UR	9,664.41
HAP (Port-In)	140,038.00	Damage Claim	0.00
HAP (Port-Out)	18,377.00	Vacancy Claim	0.00
Utility Reimbursement	9,664.41	Administrative Fee	9,499.30
Admin Fee	9,499.30	FSS Escrow Account	0.00
Total	<u>\$ 1,618,496.96</u>	Shelter Plus Security Deposit	0.00
		Other	0.00
		All Payments	\$1,618,496.96

PWO 12/18/18
2/14/18/18

DD → 1,553,059.00 +
CLS → 65,437.96 +
1,618,496.96 *

Check Summary

January 15, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 148526	1/15/19	*****1508	Angela N Taylor	125.00
148528	1/15/19	*****5951	Stoneman Apartments	2,748.00
148529	1/15/19	*****5120	Deepika Sameer Jain	2,275.00
148530	1/15/19	*****0700	Crystal Situ	1,311.00
* 11519001	1/15/19	*****2521	Belmont Apartments	DD - ES 3,982.00
11519002	1/15/19	*****9661	Chao Chen	DD - ES 1,647.00
11519003	1/15/19	*****1814	Tonette Sharice Cooper	DD - ES 2,412.00
11519004	1/15/19	*****6728	David T. Hennigan	DD - ES 3,406.00
11519005	1/15/19	*****8867	James Jones	DD - ES 1,114.62
11519006	1/15/19	*****6826	Living Trust of Geroge Van & Fannie Mae Laswon C/O Nicole C. Nicholson - Trustee	DD - ES 1,337.00
11519007	1/15/19	*****1474	Los Medanos Village Apartments	DD - ES 1,482.00
11519008	1/15/19	*****5255	Helen McCarthy	DD - ES 1,820.00
11519009	1/15/19	*****6497	Peter Niloufari	DD - ES 2,848.00
11519010	1/15/19	*****7171	New Way Management Services, Inc.	DD - ES 5,441.00
11519012	1/15/19	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES 1,014.00

Housing Choice Voucher		HAP	32,837.62
		UR	125.00
		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	\$32,962.62

Check Summary

January 15, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
148527	1/15/19	*****2665	Stacy Smith	14.00

VASH

HAP	40.00
UR	14.00
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	\$54.00

Grand Total

HAP	32,877.62
UR	139.00
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	\$33,016.62

HAP (Regular)	\$ 24,263.62
HAP (VASH)	40.00
HAP (Port-In)	8,574.00
HAP (Port-Out)	-
Utility Reimbursement	139.00
Admin Fee	-
Total	\$ 33,016.62

DD- 26,543.62 +
 CKS- 6,473.00 +
 33,016.62 * +

2/11/19 *para 1/10/19*

Payment History List

January 10, 2019

		Payee		Tenant	Type	VMS Date	Amount	Voided	Cleared
Check Date	Check #	Account #	Payee						
12/01/2018	148295	***-**-1508	Angela N Taylor	Taylor, Angela	UR	12/01/2018	\$125.00	☐	☐
12/01/2018	148295	***-**-1508	Angela N Taylor	Taylor, Angela	UR	12/01/2018	-\$125.00	☐	☐

\$0.00

Voided - lost UR CK
reissue @ 1/15/19



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

TO: Chair and Agency Members

FROM: Donna Mooney, City Attorney

SUBJECT: Adoption of a Housing Authority Resolution to Appoint Garrett Evans as Executive Director

MEETING DATE: February 4, 2019

EXECUTIVE SUMMARY

The City Council has selected Assistant City Manager, Garrett Evans for the position of City Manager. The City Manager also serves as the Executive Director of the Housing Authority of the City of Pittsburg. The proposed Resolution appoints Garrett Evans as the Executive Director of the Housing Authority of the City of Pittsburg.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that the Housing Authority of the City of Pittsburg adopt a Resolution appointing Garrett Evans as the Executive Director of the Housing Authority of the City of Pittsburg.

BACKGROUND

On June 26, 2011 Garrett Evans was appointed to Assistant City Manager of the City of Pittsburg. Over the next seven years, at the direction of the City Council, the City Manager, Joseph Sbranti effectively implemented a succession plan of identifying, accessing, and developing Mr. Evans' professional talent to ensure leadership continuity within the organization and sustain the performance of the City of Pittsburg upon Mr. Sbranti's retirement.

On October 31, 2018, Joseph Sbranti announced his retirement as City Manager and last day of employment as December 28, 2018.

On December 17, 2017, the City Council met in closed session and gave direction to the Mayor to negotiate salary and benefits terms with Assistant City Manager, Garrett Evans,

and should a tentative agreement be reached, place the item on the agenda for City Council discussion and action at a future meeting. The Mayor and Mr. Evans agreed upon the terms of Mr. Evans' employment agreement and the requisite employment agreement was prepared. The employment agreement has been reviewed by the City Attorney. The City Manager also serves as the Executive Director of the Housing Authority of the City of Pittsburgh.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City Manager's employment agreement has been prepared in accordance with the direction of the City Council.

The proposed Resolution appoints Garrett Evans as Executive Director of the Housing Authority of the City of Pittsburgh.

ATTACHMENTS:

Report Prepared By:

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Appointment of _____)
Garrett Evans as Executive Director)

RESOLUTION NO. 19-

The Board of Directors of the Housing Authority of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, the City Council directed staff to effectively implement a succession plan for City Manager and appointed Garrett Evans to serve as City Manager of the City of Pittsburgh; and to serve as Executive Director of the Successor Agency to the Redevelopment Agency of the City of Pittsburgh, the Housing Authority of the City of Pittsburgh, the Pittsburgh Power Company, the Southwest Pittsburgh Geologic Hazard Abatement District II, the Pittsburgh Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburgh; pursuant to the Employment Agreement attached and incorporated here by reference (the "Agreement"); and

WHEREAS, Garrett Evans has the requisite skills and knowledge to serve the City as City Manager and Executive Director and has indicated his concurrence in the terms of the Employment Agreement; and

WHEREAS, the Board of Directors of the Housing Authority of the City of Pittsburgh wishes to appoint Garrett Evans as Executive Director.

NOW, THEREFORE, the Board of Directors 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 Board of Directors adopts this Resolution to appoint Garrett Evans as Executive Director.

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

PASSED AND ADOPTED by the Board of Directors of the Housing Authority of the City of Pittsburgh at a regular meeting on the 19th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Executive Secretary



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

TO: Chair and Agency Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Authorizing Staff to Participate in an Auction and to Use Housing Successor Agency Fund Balance to Acquire Contra Costa County Tax Defaulted Properties

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

The Contra Costa County publishes a list of tax defaulted properties (“List”) at the end of each calendar year. Staff is proposing to participate in an auction to acquire up to three (3) properties (the “Properties”) on the List.

FISCAL IMPACT

The total minimum bid amount for the Properties is \$58,100. Staff proposes using up to \$200,000 of Housing Successor Agency Fund Balance [maximum bid amount \$150,000 (\$50,000 per property) and \$50,000 for closing costs and minor repairs].

However, if the Properties are redeemed or removed from the auction or if staff is unsuccessful in the auction, the requested funds of up to \$200,000 will be returned to the Housing Successor Agency Fund Balance.

RECOMMENDATION

Housing Authority Board adopt the Resolution authorizing staff to participate in an auction and to use Housing Successor Agency Fund Balance to acquire Contra Costa County Tax Defaulted properties.

BACKGROUND

In a letter dated December 11, 2018, shown as Exhibit A to this Staff Report, the County enclosed the List which identifies three properties in Pittsburg that may be available through public auction. Details on the Properties such as address, minimum bid, estimated value, proposed maximum bid, bedroom and bathroom counts, and size are listed as Exhibit B to this Staff Report.

SUBCOMMITTEE FINDINGS

The acquisition of the Properties and the funding of the acquisition were not discussed in a subcommittee.

STAFF ANALYSIS

If staff is successful in the auction, the Housing Authority will add the acquired property or properties to its inventory of rental housing. There is a need of affordable housing by families participating in the Housing Choice Voucher Program. There are situations where family composition changes, forcing them to live in tighter conditions. Due to the Housing Authority's shortfall status, it cannot lease to new participants on its waiting list. It can, however, lease to current participants who are looking for a larger home or accept port-ins from other housing authorities. Because the Properties are residential units of three (3) and four (4) bedrooms, people who have struggled to find affordable housing for families will have an opportunity to move into these homes.

ATTACHMENTS: Resolution
 Exhibit A – County Letter and the List
 Exhibit B – Property Details

Report Prepared By:

Report Prepared By: Maria M. Aliotti, Director of Community Services

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority Resolution Authorizing)
Staff to Participate in an Auction and to Use Housing)
Successor Agency Fund Balance to Acquire Contra) RESOLUTION NO. 19-
Costa County Tax Defaulted Properties)

The Housing Authority of the City of Pittsburg DOES RESOLVE as follows:

WHEREAS, in a letter dated December 11, 2018, shown as Exhibit A to the accompanying Staff Report, the Contra Costa County enclosed a list of tax defaulted properties ("List"), which identifies three properties in Pittsburg that may be available through public auction (the "Properties"); and

WHEREAS, details on the Properties such as address, minimum bid, estimated value, proposed maximum bid, bedroom and bathroom counts, and size are listed as Exhibit B to the accompanying Staff Report; and.

WHEREAS, staff is proposing to participate in an auction to acquire up to three (3) properties on the List.

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

Section 1.

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

Section 2.

The Housing Authority hereby authorizes staff to participate in an auction to acquire Contra Costa County Tax Defaulted properties.

Section 3.

The Housing Authority hereby authorizes staff to use up to \$200,000 of Housing Successor Agency Fund Balance [\$150,000 maximum bid amount (\$50,000 per property) and \$50,000 for closing costs and minor repairs]. However, if the Properties are redeemed or removed from the auction or if staff is unsuccessful in the auction, the requested funds of up to \$200,000 will be returned to the Housing Successor Agency Fund Balance.

Section 4.

The Executive Director is hereby authorized to execute all required documents and take such further actions as may be necessary or appropriate to carry out the Housing Authority Board's obligations pursuant to this Resolution.

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburgh at a regular meeting on the 19th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

Exhibit A

Tax Collector's Office

625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 957-5280
(925) 957-2898 FAX

**Contra
Costa
County**



Russell V. Watts
County Treasurer-Tax Collector

Brice E. Bins
Chief Deputy Tax Collector

Lulis Lopez
Assistant Tax Collector

December 11, 2018

City of Pittsburg
Attn: City Manager
65 Civic Ave.
Pittsburg, CA 94565

Enclosed is a list of delinquent tax-defaulted properties that we plan to offer by Public Auction on February 23 through February 26, 2019. Parcels which are not sold may be re-offered by Public Auction on May 18 through May 21, 2019.

Objections to the sale of any property within your jurisdiction must be filed with the tax collector and the board of supervisors before the time set for sale (Revenue and Taxation Code 3695 and 3695.4). A written objection must be accompanied by an executed Chapter 8 agreement to purchase the property for no less than the minimum bid price. The objection must identify the property needed and specify the public purpose to be served. Objections for the sale must be filed before the first publication date.

If you have any questions, please contact **Eric Moe at (925) 957-2813**.

Very truly yours,

Russell V. Watts
Treasurer-Tax Collector

RW:em

2019 CONTRA COSTA COUNTY, CALIFORNIA, PUBLIC AUCTION

Item	Default No.	Parcel No	Owner	Address		Min. Bid
1	2012-00115	056-073-011-1	ATHENA FINANCIAL ENTERPRISES	4841 LEFEBVRE WAY	ANTIOCH	23,500
2	2012-00508	074-440-013-6	JOHN A BUFFO	2415 HORIZON LN 123	ANTIOCH	13,100
5	2011-00360	067-302-005-3	ABEL & MARY CRUZ	306 MADILL W ST	ANTIOCH	16,600
8	2012-00667	110-410-089-4	MICHAEL D ROBBERS	2416 RANCHITO DR	CONCORD	28,200
10	2011-00810	112-183-001-0	ROBERT G MCDAVID JR	2300 HEMLOCK AVE	CONCORD	105,700
11	2010-01765	406-522-005-7	FIVE GIANTS INC, PAUL C. LEE	WILLOW AVE	HERCULES	201,200
13	2009-02799	360-530-039-5	NAZILA T EDALATI	2346 PALOMA CT #3	PINOLE	23,000
14	2012-01581	073-113-001-9	PETER PYRCZAK	658 CENTRAL AVE	PITTSBURG	28,600
16	2011-02078	085-390-051-2	VICTORIA KRYWOKULSKY	88 6TH E ST 311	PITTSBURG	6,900
17	2008-04798	085-226-005-8	JOSE MARIO SIINO	145 W 9TH ST	PITTSBURG	22,600
18	2012-01855	515-030-019-1	WILLIAM M CAYLOR TRE	630 24TH ST	RICHMOND	305,800
19	2012-01911	524-040-019-1	KIMBERLY A SANDOVAL-CAYLOR, WILLIAM M CAYLOR	3501 ESMOND AVE	RICHMOND	46,900
20	2012-01948	528-330-009-2	LACY III & CARMEN L DOUGLAS	2552 DOWNER AVE	RICHMOND	30,600
21	2012-02196	560-560-062-5	PETER BERNAS ELMEDOLAN JR	68 SEAGULL DR	RICHMOND	54,200
22	2012-02201	560-620-050-8	PETER BERNAS ELMEDOLAN JR	70 SANDPOINT DR	RICHMOND	46,200
23	2012-02273	560-032-003-9	PETER PYRCZAK, MARIA PYRCZAK	49TH S ST	RICHMOND	10,400
25	2012-02332	529-180-008-3	WILLIAM M & KIMBERLY S CAYLOR	759 23RD ST	RICHMOND	20,000
28	2012-02543	549-072-005-8	REVIVAL CENTER CHURCH OF GOD IN CHRIST	474 SPRING ST	RICHMOND	85,000
29	2011-02325	530-120-030-8	MARIO ORELLANA	2009 DUNN AVE	RICHMOND	21,400
31	2010-03522	540-300-015-0	TABERNACLE OF PRAISE IN JESUS	10 HARBOUR WAY	RICHMOND	315,000
32	2011-02900	538-342-003-0	FLORABELLE SOLVANG	159 1ST ST	RICHMOND	50,200
			CLAYTON SOLVANG, ESTATE OF			
34	2008-06498	414-142-022-6	RODERICK KENNEY, ELSIE JEAN KENNEY	2545 DUKE AVE	RICHMOND	40,800
35	2006-08555	513-141-040-8	MELVIN H & MYRTLE CARTER	S 38TH ST	RICHMOND	38,500
36	2006-08556	513-141-041-6	MELVIN CARTER	386 S 38TH ST	RICHMOND	151,600
37	2005-04328	514-270-004-5	MARY E MORGAN	629 20TH ST	RICHMOND	62,100
38	1998-02662	529-290-021-3	SACHIKO PERRYMAN, ESTATE OF	714 22ND ST	RICHMOND	84,000
39	2012-02633	189-220-060-9	DIANNA LYNN DIVINE	1957 SKYCREST DR 2	WALNUT CREEK	20,400
41	2012-03123	413-130-012-3	KATHERYNE AUSTIN, KATHERYNE GAINES	961 PALMER AVE	SAN PABLO	11,100
42	2011-04083	234-021-012-5	ANNE L SEASONS TRE	3475 MORAGA BLVD	LAFAYETTE	75,500
43	2010-05142	216-042-011-9	DARREN & DEBORAH WINN	368 GLEN ARMS DR	DANVILLE	23,400
44	2011-04556	209-790-086-0	PAUL FAKAROS, ANNA KAGARAKIS	205 COMPTON CIR C	SAN RAMON	15,300
45	2010-05682	271-052-008-7	EDWARD S & RUTH E LEVINSON	64 VALENCIA RD	ORINDA	148,300
46	2002-06790	041-151-004-3	EDWARD C & ELIZABETH WILKIE	204 CHAPS CT	OAKLEY	162,400
47	2012-04028	076-021-016-1	GBF HOLDINGS LLC	PASO CORTO RD	ANTIOCH	69,100
49	2012-04614	026-020-006-8	SOSNOWSKI & ASSOCIATES INC	BRADFORD ISLAND RD	OAKLEY	382,400
50	2012-04615	026-030-009-0	SOSNOWSKI & ASSOCIATES INC	BRADFORD ISLAND RD	OAKLEY	101,300
51	2012-04618	026-050-017-8	SOSNOWSKI & ASSOCIATES INC	BRADFORD ISLAND RD	OAKLEY	81,400
52	2012-04812	409-041-013-7	STANLEY RAY CROCKETT SR, NOEL CODY CROCKETT	33 GERTRUDE W AVE	RICHMOND	20,400
55	2011-05243	357-223-028-6	CYNTHIA A HERRERA-CATALI	456 SONOMA AVE	RODEO	26,300
56	1990-07480	409-021-027-1	JIM E MITCHELL	53 VERNON AVE	RICHMOND	55,200
57	2010-07070	433-020-007-4	SKYE ALICE MCCLAUGHLIN	6123 SAN PABLO DAM RD	EL SOBRANTE	82,200
58	2009-09377	028-120-026-1	PAUL DAVID ANDERSON	2088 TAYLOR RD	BETHEL ISLAND	34,800
			MARGARET DANA ANDERSON			
			MICHAEL DAVID SMYER			
			GUY D ANDERSON			
			JAMES D ANDERSON EST OF			
			SCOTT DALE ANDERSON			
			NORMAN J EVANS			
			BRITTNEY JEAN ARKO			
			RONALD JACOB SMYER			
			DANIELLE LEE SMYER			
	12/7/18					



Contra
Costa
County

To: Board of Supervisors
From: Russell Watts, Treasurer-Tax Collector
Date: November 13, 2018

Subject: Sale of Tax-Defaulted Property by the County Tax Collector

RECOMMENDATION(S):

ADOPT Resolution No. 2018/566 authorizing the sale of specified tax-defaulted property at public auction, pursuant to the California Revenue and Taxation Code ("R&T") §3698, as recommended by the Treasurer-Tax Collector.

FISCAL IMPACT:

There is no impact to the General Fund. All costs will be recovered from the proceeds of the sale. Property or property interests that have been offered for sale at least once and where no acceptable bids have been received at the minimum price, the tax collector may offer that same property or those interests at the same or next scheduled sale at a minimum price that may be less than the amount of defaulted taxes, delinquent and redemption penalties as specified in R&T §3698.5(a)(1). Should the final selling price at public auction be less than the amount as specified in R&T §3698.5(a)(1), proceeds shall be distributed as specified in R&T §4673.1 & R&T §4674 and any remaining balance to satisfy the amounts as specified in R&T §3698.5(a)(1) may be transferred from the Tax Loss Reserve Fund. (R&T § 4703.2(c).)

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/13/2018 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I
Supervisor
Candace Andersen, District II
Supervisor
Diane Burgis, District III
Supervisor
Karen Mitchoff, District IV
Supervisor

ABSENT: Federal D. Glover, District V
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: November 13, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stephanie Mello, Deputy

Contact: Brice Bins, (925)
957-2848

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 11/13/2018 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2018/566

In The Matter Of: Sale of Tax-Defaulted Property by the County Tax Collector

Whereas, the Board, pursuant to §3698 of the Revenue and Taxation code, having been notified by the County Tax Collector of his intent to sell certain tax-defaulted property at public auction and having been provided with a description and minimum purchase price for which each will be sold, and the notice of intended sale of the aforementioned properties be posted or published in accordance with §3702 and §3703 of the California Revenue and Taxation Code.

Now, Therefore, Be It Resolved by the Board that the County Tax Collector's proposed sale of tax-defaulted properties listed in Exhibit A attached hereto and made a part hereof, at or above the minimum price indicated is APPROVED pursuant to §3698 of the Revenue and Taxation Code, and the notice of intended sale be posted or published in accordance with §3702 and §3703 of the Revenue and Taxation Code.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Brice Bins, (925) 957-2848

ATTESTED: November 13, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: . Deputy

cc:

Exhibit B

Address	Minimum Bid	Zillow 12/21/17	Max Bid	Bed(s)	Bath(s)	Size
658 Central Avenue	\$28,600	\$420,486	\$50,000	4	2	3,131
88 E. 6th Street #311	\$6,900	\$342,838	\$50,000	2	2	1,347
145 W. 9th Street	\$22,600	\$359,559	\$50,000	3	1	1,290



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

TO: Chair and Agency Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the 2019 Utility Allowance Schedule

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

The US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (Schedule). Pursuant to 24CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule. The Housing Authority of Pittsburg (Housing Authority) has revised the Schedule for 2019 (the “2019 Schedule”) to reflect a ten percent (10%) increase in utility rate costs.

FISCAL IMPACT

Because total assistance benefiting Section 8 participants consisting of both rent and utilities cannot exceed a threshold determined by the size and income of a family, an increase in utility allowance may result in a decrease in rental assistance in order to stay under a specified threshold.

Such increase in utility allowance, however, has no fiscal impact to the City’s General Fund. Assistance benefiting Section 8 participants are derived from a federally funded program by HUD.

RECOMMENDATION

Housing Authority adopt this Resolution approving of the 2019 Schedule reflecting the revisions to the utility rates.

BACKGROUND

Utility allowances are intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances

are not based on the individual family's actual energy consumption and do not include non-essential utility costs, such as cable, satellite television or phone expenses.

The Housing Authority has reviewed the utility allowance data for the Section 8 Housing Choice Voucher Program and completed the study and analysis. This study reflects the 2018 baseline charges published by Pacific Gas & Electric Company, the City of Pittsburgh Water Department, and Mt. Diablo Resource Recovery.

The analysis of these results demonstrates at least a ten percent (10%) differential from the prior year, requiring revisions to the utility allowances.

SUBCOMMITTEE FINDINGS

The 2019 Schedule was not discussed in a subcommittee.

STAFF ANALYSIS

As a ten percent (10%) differential has been demonstrated, in compliance with federal regulations, the Housing Authority has revised its utility allowances for 2019.

ATTACHMENTS: Resolution
 Utility Allowance Chart – Apartments/Condo/Townhouse
 Utility Allowance Chart – House/Single Family

Report Prepared By: Bruce Smargiasso, Housing Manager

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority Resolution)
Approving the 2019 Utility Allowance Schedule) RESOLUTION NO. 19-

The Housing Authority of the City of Pittsburg DOES RESOLVE as follows:

WHEREAS, the US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (Schedule). Pursuant to CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule; and

WHEREAS, the Housing Authority of the City of Pittsburg (Housing Authority) reviewed the utility allowance data for the Section 8 Housing Choice Voucher Program. This study reflects the new baseline charges published by Pacific Gas & Electric Company, the City of Pittsburg Water Department, and Mt. Diablo Resource Recovery and demonstrates a ten percent (10%) differential from the prior year; and

WHEREAS, the adoption of the Housing Authority's revised utility allowances for 2019 (2019 Schedule) is in the best interest of the citizens of Pittsburg.

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

Section 1.

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

Section 2.

The Housing Authority's 2019 Schedule are thorough and complete.

Section 3.

The 2019 Schedule will be available for review at Housing Authority located at 916 Cumberland Street, Pittsburg, CA 94565 and on the City's website.

Section 4.

The Housing Authority Board hereby adopts this Resolution and approves the revised utility allowances reflected in the 2019 Schedule.

Section 5.

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

Section 6.

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

Section 7.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburg at a regular meeting on the 19th day of February 19, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Housing Authority of the City of Pittsburgh		APARTMENT/CONDO/TOWNHOUSE					04/01/2019
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	23	35	48	59	72	82
	b. Bottle Gas						
	c. Oil / Electric	13	18	24	27	31	34
	d. Coal / Other						
Cooking	a. Natural Gas	7	8	10	12	14	16
	b. Bottle Gas						
	c. Oil / Electric	12	15	19	25	31	37
	d. Coal / Other						
Other Electric		22	30	39	47	60	69
Air Conditioning							
Water Heating	a. Natural Gas	14	18	20	25	29	33
	b. Bottle Gas						
	c. Oil / Electric	33	44	55	66	76	94
	d. Coal / Other						
Water		48	57	66	74	87	95
Sewer							
Trash Collection		40	40	40	40	40	40
Range/Microwave		11	11	11	11	11	11
Refrigerator		12	12	12	12	12	12
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

PITTSBURG, CA 94565

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family name and address is mandatory. The information is used to establish a utility allowance schedule for all utilities and other services used to determine the family's monthly housing assistance payment and family share. HUD will use this information to ensure that the costs are reasonable. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of Housing Assistance Payment contract.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to establish a utility allowance schedule for all utilities and other services used to determine the family's monthly housing assistance payment and rental payment. HUD will use this information to ensure that the costs are reasonable.

Instructions for Form HUD-52667, Allowances For Tenant Furnished Utilities and Other Services

Form HUD -52667 shall be completed by a H A for each different type of unit as explained below. Each form shall be reproduced by the H A and given to families with their Certificate or Voucher or subsequently in connection with any revisions. The form will provide the family, while shopping for a unit, with the amount of the allowances for various types of units for rent. With these allowances the family can compare gross rents and fair market rents. Form HUD-52667 shall also be used by the HA to record the actual allowance for each family.

Level of Allowance: Utilities and other services are included in gross rent, and when they are not furnished by the owner, an allowance must be provided to the family. Allowances must be adequate for all utilities and services not provided by the owner that were included in the fair market rent. The utility allowance schedule is based **on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality.** In developing the schedule, the HA must use normal patterns of consumption for the community as a whole and current utility rates. Allowances must not be based on energy consumption or costs above average or below average income families. The objective shall be to establish allowances based on actual rates and average consumption estimates and should allow the majority of participating families an allowance that is adequate to cover expected average utility costs and other services over a 12-month period.

Determining Allowances:

- a. In general, HAs shall use to the extent possible local sources of information on the cost of utilities and services. The following local sources should be contacted:
 - (1) Electric utility suppliers.
 - (2) Natural gas utility suppliers.
 - (3) Water and sewer suppliers.
 - (4) Fuel oil and bottle gas suppliers.
 - (5) Public service commissions.
 - (6) Real estate and property management firms.
 - (7) State and local agencies.
 - (8) Appliance sales or leasing firms.

- b. Recently adopted utility allowance schedules from neighboring HAs with essentially the same type of housing stock should also be examined. In most cases fuel or utilities rates normally will not vary appreciably in neighboring communities and where data is not available in small communities' allowances for larger nearby communities may be used. Where local sources are inadequate, the H A may consult the national average consumption data provided in Table 1 and make appropriate adjustments to reflect local conditions.
- c. The H A must establish separate heating and cooling allowances for the various types of existing housing in the locality with the same number of bedrooms. Depending on local housing stock, utility allowances must be established for the following unit types: detached houses, duplexes, row or townhouses, garden and high rise apartments and manufactured homes. In addition to establishing different heating and cooling allowances for various types of structures, attention should be given to different allowances for water depending on whether families will have responsibilities for lawn care.
- d. The data to be solicited from the local sources shown above should be as close as possible in form and detail to the format of form HUD -52667. If possible, all consumption data should be obtained for each unit size and type. If data is available only for an average unit size (2.5 bedrooms), multiply the utilities costs for the average unit by the following factors:

<u>Size of Unit</u>	<u>Factor</u>
0-BR	0.5
1-BR	0.7
2-BR	0.9
3-BR	1.1
4-BR	1.4
5-BR	1.6

Example: Natural gas heating cost for average sized unit is \$18.00 per month. The allowance for a 4-bedroom unit will be 1.4 X \$18.00 = \$25.00 (rounded to nearest dollar).

Air Conditioning: Allowances for air conditioning must be established only for communities where the majority of units in the market provide centrally air conditioned units or appropriate wiring for tenant installed A/C units.

Ranges and Refrigerators: Allowances for ranges and refrigerators must be based on the lesser of the cost of leasing or installment purchasing of suitable equipment.

Utility Rate Schedules: The cost of gas and electricity varies according to amounts consumed as shown on the appropriate rate schedules. It is not possible to compute exactly the cost of electricity for any given function without knowing the total electrical usage for a unit. However, because neither the HA or the families know beforehand just what will be the combination of utilities for any unit rented, it will be necessary to approximate the allowances for each function (e.g., heating cooking, etc.) as follows:

For electricity the rates used for lighting, refrigeration and appliances (Table 1, Item I), should be from the top of the rate schedule or the higher unit costs. Allowances for electric cooking, water heating and space heating should be computed from the middle or lower steps in the rate schedules.

Similarly, allowances for gas used for water heating and cooking should be computed using rates from the top of the rate schedule and for heating from the lower steps.

Supporting Documentation: The HA shall maintain with the form HUD-52667 copies of all supporting documentation used in determining the allowances and any revisions. For instance, letters from local utility companies shall be attached plus any worksheets used by the HA in computing allowances. The material should contain, if possible, the quantities of the utilities that are the basis of the dollar allowances (e.g., kilowatt hours per unit). A copy of the utility allowance schedule must be sent to the HUD Field Office.

Table 1

Average Allowances For Tenant Purchased Utilities

Note: The consumption amounts listed below are inexact averages and must be used with caution when establishing allowances for actual projects.

	<u>Monthly Consumption</u>	
	<u>Units</u>	<u>2 1/2-BR (a)</u>
I. Electricity		
a. Lighting and Refrigeration	KWH	250-400 (b)
b. Cooking	KWH	110
c. Domestic Hot Water	KWH	340 (c)
d. Space Heating	KWH	680 (d)
e. Air Conditioning	KWH	180 (e)
II. Natural Gas And Bottle Gas		
a. Cooking	Therms	8
b. Domestic Hot Water	Therms	21 (c)
c. Space Heating	Therms	48 (d)
III. Fuel Oil		
a. Domestic Hot Water	Gals	17 (c)
b. Space Heating	Gals	40 (d)
IV. Water		
a. Domestic Use	Gals	8,000
b. Lawn	Gals	2,000

- Estimated average consumption for a hypothetical 2 1/2 bedroom dwelling unit. All consumptions listed must be adjusted for the size of the dwelling unit. Factors shown under Determining Allowances, subparagraph d, may be used for making the adjustment.
- Consumptions will vary considerably depending on electrical appliances used. Upper limits should be sufficient to provide 85 kilowatt hours for a clothes dryer and 50 kilowatt hours for a frost free refrigerator.
- The temperature of local water supply varies by geographic area and will have considerable impact on energy used to heat domestic water. This estimate is for North Central geographic areas where the average city water temperature is approximately 50° F.
- Consumptions are for housing insulated for the heating system installed. Normally a building designed for electric space heating is better insulated than one designed for gas or oil space heating equipment. Climatic conditions assumed to be 4,000 heating degree days and 0° F outside design temperature. Consumption must be adjusted for the normal heating degree days and the outside design temperature in the given geographic area.
- Consumption estimated for 1,000 degree days cooling. Actual consumption will depend on many variables.

Note: The consumption amounts listed above are inexact averages and must be used with caution when establishing allowances for actual projects.

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality	Unit Type	Date (mm/dd/yyyy)
Housing Authority of the City Of Pittsburgh	HOUSE/SINGLE FAMILY	04/01/2019

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	33	46	59	72	91	105
	b. Bottle Gas						
	c. Oil / Electric	73	103	132	161	205	234
	d. Coal / Other						
Cooking	a. Natural Gas	7	8	10	12	14	16
	b. Bottle Gas						
	c. Oil / Electric	12	15	19	25	31	37
	d. Coal / Other						
Other Electric		22	30	39	47	60	69
Air Conditioning							
Water Heating	a. Natural Gas	14	18	20	25	29	33
	b. Bottle Gas						
	c. Oil / Electric	33	44	55	66	76	94
	d. Coal / Other						
Water		61	70	79	87	100	108
Sewer							
Trash Collection		40	40	40	40	40	40
Range/Microwave		11	11	11	11	11	11
Refrigerator		12	12	12	12	12	12
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

PITTSBURG, CA 94565

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

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<u>Size of Unit</u>	<u>Factor</u>
0-BR	0.5
1-BR	0.7
2-BR	0.9
3-BR	1.1
4-BR	1.4
5-BR	1.6

Example: Natural gas heating cost for average sized unit is \$18.00 per month. The allowance for a 4-bedroom unit will be 1.4 X \$18.00 = \$25.00 (rounded to nearest dollar).

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b. Cooking	KWH	110
c. Domestic Hot Water	KWH	340 (c)
d. Space Heating	KWH	680 (d)
e. Air Conditioning	KWH	180 (e)
II. Natural Gas And Bottle Gas		
a. Cooking	Therms	8
b. Domestic Hot Water	Therms	21 (c)
c. Space Heating	Therms	48 (d)
III. Fuel Oil		
a. Domestic Hot Water	Gals	17 (c)
b. Space Heating	Gals	40 (d)
IV. Water		
a. Domestic Use	Gals	8,000
b. Lawn	Gals	2,000

- Estimated average consumption for a hypothetical 2 1/2 bedroom dwelling unit. All consumptions listed must be adjusted for the size of the dwelling unit. Factors shown under Determining Allowances, subparagraph d, may be used for making the adjustment.
- Consumptions will vary considerably depending on electrical appliances used. Upper limits should be sufficient to provide 85 kilowatt hours for a clothes dryer and 50 kilowatt hours for a frost free refrigerator.
- The temperature of local water supply varies by geographic area and will have considerable impact on energy used to heat domestic water. This estimate is for North Central geographic areas where the average city water temperature is approximately 50° F.
- Consumptions are for housing insulated for the heating system installed. Normally a building designed for electric space heating is better insulated than one designed for gas or oil space heating equipment. Climatic conditions assumed to be 4,000 heating degree days and 0° F outside design temperature. Consumption must be adjusted for the normal heating degree days and the outside design temperature in the given geographic area.
- Consumption estimated for 1,000 degree days cooling. Actual consumption will depend on many variables.

Note: The consumption amounts listed above are inexact averages and must be used with caution when establishing allowances for actual projects.



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending Title 2 of the Pittsburg Municipal Code To Approve Adding Chapter 2.13 Relating to City Attorney

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

The City Council appointed Donna Mooney as the in-house City Attorney in July 2018. Staff recommends the City Council take comments and waive first reading of an Ordinance to update the Pittsburg Municipal Code to add Chapter 2.13 as it relates to the City Attorney.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council open a public hearing, accept public comments, and waive first reading of an ordinance to update Title 2 of the Pittsburg Municipal Code to approve the addition of the Chapter 2.13 as it relates to City Attorney.

BACKGROUND

On, January 22, 2018, the City contracted with the Peckham and McKenney Executive Search firm (Peckham and McKenney) to conduct a City Attorney recruitment on behalf of the City. Peckham and McKenney conducted the recruitment and on June 8, 2018, the City Council conducted interviews. Following the interviews, the City Council selected, and the Mayor appointed, Ms. Donna Mooney as the City Attorney on July 16, 2018.

SUBCOMMITTEE FINDINGS

This item was not presented before a subcommittee.

STAFF ANALYSIS

The Pittsburgh Municipal Code (PMC) Section 2.08.030 sets forth that the positions of City Attorney and City Manager are appointed by the City Council. PMC Section 2.12 sets forth the powers and duties, as well as other restrictions and requirements, regarding the City Manager, however there is no section for the City Attorney.

The purpose of the ordinance is to set forth the powers and duties, as well as other restrictions and requirements, regarding the City Attorney. Staff is recommending that City Council amend the Municipal Code by adding Chapter 2.13 "City Attorney" to include the following sections:

2.13.010 Powers and duties.

2.13.020 Appointment.

2.13.030 Compensation.

ATTACHMENTS:

Report Prepared By: Garrett Evans, City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Adding Chapter 2.13 to)
Municipal Code Relating to)
City Attorney)

ORDINANCE NO. 19-

The City Council of the City of Pittsburgh DOES ORDAIN as follows:

SECTION 1. Findings.

- A. City Council filled the in-house position of City Attorney in 2018.
- B. Pursuant to Pittsburgh Municipal Code Section 2.08.030 the positions of City Attorney and City Manager are appointed by the City Council.
- C. Pittsburgh Municipal Code Section 2.12 sets forth the powers and duties, as well as other restrictions and requirements, regarding the City Manager.
- D. The purpose of this ordinance is to set forth the powers and duties, as well as other restrictions and requirements, regarding the City Attorney.

SECTION 2. Amendment to Municipal Code Adding Chapter 2.13.

Chapter 2.13 “City Attorney” of Title 2 “Administration and Personnel” of the Pittsburgh Municipal Code is hereby added to read as follows:

CITY ATTORNEY

2.13.010 Powers and duties.

2.13.020 Appointment.

2.13.030 Compensation.

2.13.010 Powers and duties.

The city attorney shall be the legal counsel of the city government under the direction and control of the city council, except as otherwise provided in this chapter. He/she shall be responsible for the efficient administration of the legal affairs of the city that are under his/her control. In addition to his/her general powers as the legal counsel, and not as a limitation thereon, it shall be his/her duty and have the power to:

- A. Represent and advise the city council and all city officers in all matters of law pertaining to their offices;
- B. Represent and appear for the city in any or all actions or proceedings in which the city is concerned or is a party, including the prosecution of violations of this municipal code and ordinances enacted by the city council, and represent and appear for any city officer or employee, or former city officer or employee, in any or all actions and proceedings in which any such officer or employee is concerned or is a party for any act arising out of his/her employment or by reason of his/her official capacity provided the interest of the city in such action or proceeding is not adversely affected;
- C. Attend all regular meetings of the city council, unless excused, and give his/her advice or opinion in writing whenever requested to do so by the city council or by

any of the boards or officers of the city;

D. Approve the form of all contracts in the amount of \$10,000 or more made by and all bonds given to the city, endorsing his/her approval thereon in writing;

E. Review any and all proposed ordinances or resolutions for the city and amendments thereto;

F. Join in amicus briefs if there is no cost to the city;

G. Surrender to his/her successor all books, papers, files and documents pertaining to the city's affairs;

H. The city council shall have control of all legal business and proceedings and city attorney may employ other attorneys to take charge of any litigation or matter to assist the city attorney therein;

I. Recommend to the city council for adoption, such measures and ordinances as he/she deems necessary or proper;

J. Be responsible for all activities and services of the city attorney's office and exercise purchasing authority as set forth in the purchasing policy adopted by city council;

K. Appoint and remove those employees of the city attorney's office allocated by the city council through the annual city budget as necessary and appropriate to assist the city attorney in performance of the duties and responsibilities of the office;

L. The city attorney shall take orders, directions and instructions from the city council only when sitting in a duly held meeting of the council, and no individual council member shall give any order or instruction to the city attorney.

M. Perform such other duties and exercise such other powers as may be delegated to him or her from time to time by the city council.

2.13.020 Appointment.

The city attorney shall be appointed by the city council solely on the basis of his/her legal qualifications and ability. He/she shall be an attorney admitted to practice in the state of California and shall have been in actual practice for at least eight years preceding his/her employment.

2.13.030 Compensation.

The city attorney shall receive such salary, benefits and compensation for his or her services as the city council shall from time to time prescribe by resolution. The city attorney shall be reimbursed for all sums necessarily incurred or paid by him or her in the performance of his or her duties, or incurred when traveling on business pertaining to the city under direction of the city council.

SECTION 3. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on (*date*), 2019, and was adopted and ordered published at a meeting of the City Council held on (*date*), 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk



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

TO: Chair and Agency Members

FROM: Garrett Evans, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending Title 2 of the Pittsburg Municipal Code and Adoption of a City Council Resolution To Approve Revised Bylaws for City Commissions

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

The City Council approved a Handbook for City Advisory Bodies to guide and assist them in the performance of their duties. Staff recommends the City Council take public comment and waive first reading of an Ordinance to update the Pittsburg Municipal Code and approve a Resolution to revise bylaws for City commissions to be consistent with the Handbook.

FISCAL IMPACT

This item has no fiscal impact.

RECOMMENDATION

City Council open a public hearing and waive first reading of an ordinance to update Title 2 of the Pittsburg Municipal Code, and adopt a resolution to approve revised Bylaws for the Pittsburg Planning Commission, Historic Resources Commission, and Community Advisory Commission, to be consistent with new Handbook for City Advisory Bodies.

BACKGROUND

On November 18, 2018, the City Council approved Resolution 18-13565 to adopt a Handbook for City Advisory Bodies as a training and guidance document for the City's advisory bodies.

These bodies 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, Planning Commission, Measure M Citizen Oversight Committee and Sister Cities Committee.

The roles and responsibilities of each advisory body are set forth in the Pittsburg 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.

SUBCOMMITTEE FINDINGS

This item was not presented before a subcommittee.

STAFF ANALYSIS

To aid the City's various advisory bodies in their role assisting the City Council in addressing specific issues and providing a conduit for information from the public, the City Council recently adopted a Handbook for City Advisory Bodies.

Apart from the Handbook, roles and responsibilities of each advisory body are set forth in the Pittsburg Municipal Code, by City Council resolution and through various regulations and state laws. The Planning Commission, Historic Resources Commission, and Community Advisory Commission also use bylaws adopted by the City Council to govern their meetings and activities.

The Handbook and bylaws are designed as reference documents for basic protocols and procedures to be followed by each commission. The documents also set forth requirements for meeting times, attendance and eligibility for appointment to the advisory bodies.

The City Clerk and staff assigned to work most closely with the advisory bodies recommend approval of the attached revised bylaws for the Planning Commission, Historic Resources Commission, and Community Advisory Commission, as well as adoption of the attached Ordinance to update appropriate sections of Title 2 of the Pittsburg Municipal Code.

The most significant changes to the bylaws and municipal code reflect the following:

- Revised maximum consecutive commission terms from three terms to four terms; and,
- Revised election of chairperson and vice chairperson from the first meeting of the fiscal year to the first meeting in March.

ATTACHMENTS: Resolution
 Revised Bylaws Planning Commission
 Revised Bylaws Historical Resources Commission
 Revised Bylaws Community Advisory Commission
 Ordinance Updating Pittsburg Municipal Code Title 2, with Exhibits

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 2 of the	)	
Pittsburg Municipal Code to Revise	)	ORDINANCE NO. 19-
Requirements and Terms for Appointments to	)	
City Commissions and Comply with the	)	
<u>Handbook for Advisory Bodies</u>	)	

The City Council of the City of Pittsburg DOES ORDAIN as follows:

SECTION 1. Recitals.

- A. 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.
- B. Currently, these bodies include the Community Advisory Commission, Historic Resources Commission, Housing Authority, Pittsburg Planning Commission, Measure P Citizen Oversight Committee and Sister Cities Committee.
- C. The roles and responsibilities of each advisory body are set forth in the Pittsburg Municipal Code, by City Council resolution and through various regulations and state laws.
- D. On November 28, 2018, the City Council approved Resolution 18-13565 to adopt a Handbook for City Advisory Bodies as a training and guidance document for the City's advisory bodies.
- E. The Planning Commission and Community Advisory Commission also use bylaws adopted by the City Council to govern their meetings and activities.

SECTION 2. Findings.

Based on the Staff Report entitled, "Introduction and Waive First Reading of a City Council Ordinance Amending Title 2 of the Pittsburg Municipal Code for City Commissions," dated February 4, 2019, and based on evidence presented to the City Council on February 4, 2019, the City Council finds that:

- A. All recitals above are true and correct and are incorporated herein by reference.
- B. The proposed text amendments are consistent with the notice and hearing provisions as the City Council considered the proposed amendments at a duly noticed public hearing.

- C. The proposed municipal code text amendments are consistent with the objectives, and policies of the City Council and the City of Pittsburgh, including the recently adopted Handbook for City Advisory Bodies.

SECTION 3. Amendment to the Pittsburgh Municipal Code Title 2.

- A. Based on the findings and the authority set forth above, the City Council hereby amends the municipal code as follows:

- I. Section 2.40.020 of Chapter 2.40 Planning Commission is amended as follows:

2.40.020 Membership.

D. A planning commissioner shall serve no more than ~~three~~ **four** consecutive, two-year terms in office. If a commissioner has completed ~~three~~ **four** consecutive terms, then the commissioner is not eligible for reappointment to the planning commission until one year has passed; however, if a commissioner has served six years or less at the time their current term expiration, then they are eligible for reappointment;

- II. Section 2.40.030 of Chapter 2.40 Planning Commission are amended as follows:

2.40.30 Meetings.

The planning commission shall hold at least one regular meeting in each month and shall adopt bylaws and policies for the transaction of business consistent with the standards and requirements adopted by the city council by resolution. The commission shall elect, at its first meeting in ~~July~~ **March** of each year, a chairperson and vice-chairperson from among the voting members. The chairperson and vice-chairperson shall serve for a term of one year. A quorum for the transaction of business shall consist of four voting members.

- III. Section 2.50.020 of Chapter 2.50 Community Advisory Commission is amended as follows:

C. A community advisory commissioner shall serve no more than ~~two~~ **four**, consecutive, two- year terms in office. If a commissioner has completed ~~two~~ **four** terms, the commissioner is not eligible for reappointment to the community advisory commission until after one year has passed.

D. If a commissioner is appointed to a vacant seat and serves less than two years of the

unexpired seat, the appointed commissioner shall be eligible to serve ~~two~~ **four** additional two- year terms in addition to completing the term of the vacant seat the appointed commissioner fills.

- IV. Section 2.50.030 of Chapter 2.50 Community Advisory Commission is amended as follows:

2.50.030 Chairperson.

The commission shall elect, at its ~~first meeting of the new fiscal year~~ **March meeting**, a chairperson and vice chairperson from among the voting members. The chairperson and vice chairperson shall serve for a term of one year. A quorum for the transaction of business shall consist of four voting members.

- V. Section 2.50.090 of the Chapter 2.50 Community Advisory Commission is amended as follows:

2.50.090 Annual report and work plan.

A. No less than once each year, the commission shall submit to the city council a written report of its activities, accomplishments, **and** attendance records of members ~~and areas of concern for the prior year~~; and

~~B. No less than once each year, the commission shall submit to the city council an annual report of its accomplishments, concerns and goals for the upcoming year.~~

SECTION 4. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on February 19, 2019, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approval of Bylaws for City Planning)
Commission, Historic Resources)
Commission, and Community Advisory)
Commission)

RESOLUTION NO. 19-

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, the public is best served by advisory bodies that are knowledgeable about their roles and responsibilities of their position; and,

WHEREAS, on November 19, 2018, the City Council approved Resolution 18-13565 approving a Handbook for City Advisory Bodies to assist the City's commissions in the performance of their duties; and,

WHEREAS, on November 19, 2018, the City Council also directed staff 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.

WHEREAS, staff recommends adoption of revised bylaws for the Planning Commission, Historic Resources Commission, and Community Advisory Commission to comply with the adopted Handbook for City Advisory Bodies.

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. Revised Bylaws for the Planning Commission, Historic Resources Commission, and Community Advisory Commission are approved.

Section 3. 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 February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**CITY OF PITTSBURG
HISTORIC RESOURCES COMMISSION BYLAWS
Adopted by City Council May 2, 2005
Amended September 21, 2015**

Amended by City Council _____, 2019

Article A. Purpose/Mission Statement

Section 1. Purpose. The Historic Resources Commission is the body appointed by the City Council to advise the Planning Commission and City Council on design review applications, the CIP program, and other activities, both public and private, upon referral, which may impact historic resources within the Community.

Section 2. Mission Statement. The mission of the Historic Resources Commission is to 1) provide guidance to the City Council, Planning Commission and City staff on development activities which have the potential to impact historic resources within the community, 2) promote the preservation of designated historic resources, when feasible and appropriate, and 3) promote modifications to the exterior of designated historic buildings, only when such modifications maintain the integrity of the historic structure.

Article B. Meetings

Section 1. Regular Meetings. The Commission shall meet no less than twice each year. All meetings shall be held in accordance with State law, the Brown Act, Government Code 54950 et. Seq,. Regular meetings of the Commission shall be scheduled on a Tuesday, except as may conflict with City Council or other Commission meetings, and shall be held in the Council Chambers, City Hall, 65 Civic Avenue.

Section 2. Special Meetings. Special Meetings must be coordinated between the Chair and the Secretary by providing written notice twenty four (24) hours in advance of the proposed meeting time to each Commissioner, the local newspaper and posting of said notice at 65 Civic Avenue, Pittsburgh.

Article C. Order of Business for Regular Meetings

The agenda shall be prepared by the Secretary with the order of business at regularly scheduled meetings to generally be conducted in the following order:

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. Presentations
6. Consent Calendar
7. Consideration Items
8. Study Sessions
9. Staff Comments

- 10. Committee Reports
- 11. Adjournment

Article D. Procedures for the Conduct of Business

Section 1. Quorum. A quorum for the transaction of all Commission business shall consist of not less than five Commissioners present.

Section 2. Majority Vote. Decisions of the Commission shall be carried by a majority vote of the Commission members voting on a motion which has been seconded and received no less than three votes in the majority. Formal decisions of the Commission may be memorialized in prepared resolutions and/or as minute orders.

Section 3. Tie Vote. When a vote results in a tie vote, the decision shall be declared a denial of the question before the Commission and the Commission shall entertain a new motion.

Section 4. Making Motions. When a member of the Commission wishes to make a motion, they must go through the following steps:

1. The Commissioner must ask to be recognized by the Chair
2. After being recognized, the Commissioner must state the entire motion: *"I move that we ..."*
3. Another Commissioner must second the motion: *"I second the motion."*
4. The Chair must then restate the motion and ask for any 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. The Chair should restate the motion prior to the vote to ensure the motion is clearly understood by all. Any Commissioner 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."*

Section 5. Motion to Reconsider. Any Commissioner on the prevailing side may make a motion to reconsider a motion previously adopted. The motion to reconsider shall be brought up prior to the end of the meeting. Should a motion to reconsider be adopted, the effect of said motion is to stay the prior motion until another motion which reaffirms, amends or denies the original motion is adopted.

Section 6. Motion to Amend. A motion which has been seconded may be amended before the vote, in accordance with the following procedures:

1. A motion may be amended by a Commissioner stating; *"I move to amend the motion to read as follows: ..."*. The motion to amend the original motion must then

be seconded by another Commissioner.

2. If another Commissioner seconds the amendment, the presiding officer shall then state; *"It has been moved and seconded to amend the motion to read as follows:"*. A vote shall then be taken on the motion to amend. If the motion carries, the Commission shall then take action on the amended motion.
3. Alternately, if the maker of the original motion and the Commissioner who seconded the original motion accept the proposed amendment, they can simply state *"I accept the amendment"*, in which case the motion as amended can be restated and then voted on directly.
4. The maker of the motion to amend has the right to modify or withdraw the motion at any time before the question is called and the presiding officer has stated the motion to the Commission.

Section 7. Other Rules of Order. Except as may be noted above to the contrary, the Commission will strive to follow Roberts Rules of Order in the conduct of all Commission business. Any lapse in adhering to Roberts Rules of Order shall not be cause to void an action taken by the Commission.

Section 8. Role of Chairperson and Vice Chairperson. The Chairperson shall have the duty to preside at all meetings and make Commission committee assignments. The Vice Chairperson shall have the duty, in the absence of the Chairperson, or his/her inability to act, preside at all meetings. Refer to the Handbook for City Advisory Bodies (City Council Resolution No. 15-13052A), for more details on the responsibilities of the Chair.

Section 8. Minutes and Records of Actions Taken. Minutes of Commission meetings shall be prepared and submitted as "Action Minutes" (following City Council protocol) for review and approval of the Commission prior to becoming finalized.

Article E. Officers and How Selected

Section 1. Officers. The officers of this Commission shall be 1) a Chairperson whose duties shall be to preside at all meetings and make Commission committee assignments; and 2) a Vice Chairperson who shall, in the absence of the Chairperson, or his/her inability to act, preside at all meetings.

The City Planner (as defined in section 18.10.060 of the Pittsburgh Municipal Code) or his/her designated representative shall serve as the secretary to the Commission with the duty to staff all Commission meetings and sign all resolutions and minutes approved by the Commission, but shall not be a voting member of the Commission.

Section 2. Selection Process. The Chairperson shall be the Chairperson of the Planning Commission and the Vice Chairperson shall be elected by a majority vote of the Commission the first scheduled meeting after March 1st of each year:

Section 3. Acting Chairperson. In the event that the Chairperson and Vice Chairperson are both absent from a meeting, the next Commissioner in line for those duties who is present shall serve as acting Chairperson in their absence, and so on.

Article F. Committees

Section 1. Selection. Each March, the Chairperson, in consultation with the Secretary, shall determine what committees are warranted that year. The Secretary may request and the Chairperson may assign members to additional committees during the year, as needed. The Chairperson shall assign Commissioners to the various committees warranting Commission representation. The Chairperson may assign more than one Commissioner to a committee as well as an alternate. An attempt shall be made to evenly distribute committee assignments to all Commissioners, when feasible.

Section 2. Reports to the Commission. Commissioners assigned committee duties are expected to represent the Commission at the related committee meetings and provide follow-up verbal reports of committee actions to the full Commission at the next regularly scheduled Commission meeting.

Article G. Attendance Requirements of Commission Members

Section 1. Commissioners are expected to attend all scheduled meetings, barring unforeseen emergencies or other unavoidable reasons. Maintaining a quorum at scheduled meetings is imperative to conducting the business of the Commission and providing quality customer service to the community and residents alike.

Section 2. Any Commissioner who is absent more than 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 Planning Commission. 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, shall be deemed to have resigned his/her position on the Planning Commission.

Section 3. Attending a meeting by video or teleconferencing shall be avoided unless there would otherwise be a lack of a quorum. It is preferable that Commissioners not schedule vacations, out of town trips or business meetings that would require the need for the additional noticing and electronic requirements of video or teleconferenced meetings.

Article H. Communication with the Public, City Staff, and City Council.

Section 1. All meetings with applicants or members of the public regarding pending applications shall be held at City Hall with a City planning staff member present during the meeting, and at a time convenient to both the Commission and city staff member. Commissioners shall not indicate whether they will vote to support or not support an application, prior to the item being discussed by the Commission at a scheduled Commission meeting.

Section 2. All communication with City planning staff related to pending applications shall be through the City Planner, except as otherwise directed by the City Planner.

Section 3. Formal communication from the Commission to the Planning Commission and City Council on matters affecting historic resources may be either in writing or made as an oral report at the next regularly scheduled Council/Planning Commission meeting by the Chairperson/Acting Chairperson or their designee. Resolutions and minutes shall bear the signature of the Secretary to the Commission. All other written correspondence shall bear the signature of the Chairperson, except as otherwise directed by the Commission, through a minute order.

Section 4. Members of the Commission may want to speak to the City Council/Council members and the general public on pending planning related matters outside the provisions in Section 3 above. In such instances, the Commissioner shall clearly indicate that they are not speaking as a Commissioner or for the Commission, but for themselves, as a resident of the City of Pittsburgh.

Article I. Amendment of Bylaws.

Section 1. The City Council has the sole authority to modify these bylaws. Any amendments recommended to the bylaws by the Commission shall be presented to the Council for consideration. Any such recommendation shall be in the form of a resolution adopted in the affirmative and carried by the majority of the members who constitute the Commission. The bylaws shall not be amended more than once per year.

Section 2. These bylaws, and any amendments thereto, shall be consistent with State law, applicable Municipal Code provisions, and with the City Council Policy and Procedures manual and the Handbook for City Advisory Bodies. To the extent that they are not consistent, State law, applicable Municipal Code provisions, the City Council Policy and Procedures manual and the Handbook for City Advisory Bodies, as they may be amended from time to time, shall prevail.

Article J. Other Matters

Section 1. Annual Training Required. Commission members shall on an annual basis participate in training concerning: 1) the Open Meeting Laws under Ralph M. Brown Act, California Government Code Section 54950 et seq. and 2) Conflict of Interest Laws under the California Political Reform Act, Government Code Section 81000 et. Seq. Commission members shall also participate in AB 1234 and Ethics Training every two years.

Section 2. Special Reporting.

1. No less than once per year, the Commission shall provide the City Council with reports of activities (if applicable), annual accomplishments, and attendance records of members.

Section 3. Inconsistencies. If any provision of these by laws is found to be inconsistent with applicable municipal code provisions, the Handbook for City Advisory Bodies and/or City Council Policy and Procedure Manual, the applicable municipal code provisions and the provisions in the adopted Handbook for City Advisory Bodies and the City Council Policy Procedure Manual shall prevail.

Section 4. Development of Policies and Guidelines. The Commission may develop additional policies and guidelines as tools to conduct its business, provided they are not inconsistent with these by laws, Handbook for City Advisory Bodies (Council Resolution No. 15-13052A) or applicable provisions of the municipal code.

Section 5. Minutes/Official Records. The Secretary shall keep a record of all formal actions taken by the Commission during regular and special meetings. A copy of the minutes shall be posted to the City website after they have been adopted. Resolutions executed by the Commission shall include a resolution number, the name of the maker of the motion, the name of the Commissioner who seconded the motion, a record of the vote and the signature of the Secretary confirming the approval of the resolution. The Secretary is further empowered to sign certifications referring to actions of the Commission or agenda items in accordance with State law.

CITY OF PITTSBURG
HISTORIC RESOURCES COMMISSION BYLAWS
Adopted by City Council May 2, 2005
Amended September 21, 2015

Amended by City Council September 21, 2015 _____, 2019

Article A. Purpose/Mission Statement

Section 1. Purpose. The Historic Resources Commission is the body appointed by the City Council to advise the Planning Commission and City Council on design review applications, the CIP program, and other activities, both public and private, upon referral, which may impact historic resources within the Community.

Section 2. Mission Statement. The mission of the Historic Resources Commission is to 1) provide guidance to the City Council, Planning Commission and City staff on development activities which have the potential to impact historic resources within the community, 2) promote the preservation of designated historic resources, when feasible and appropriate, and 3) promote modifications to the exterior of designated historic buildings, only when such modifications maintain the integrity of the historic structure.

Article B. Meetings

Section 1. Regular Meetings. The Commission shall meet no less than twice each year. All meetings shall be held in accordance with State law, the Brown Act, Government Code 54950 et. Seq,. Regular meetings of the Commission shall be scheduled on a Tuesday, except as may conflict with City Council or other Commission meetings, and shall be held in the Council Chambers, City Hall, 65 Civic Avenue.

Section 2. Special Meetings. Special Meetings must be coordinated between the Chair and the Secretary by providing written notice twenty four (24) hours in advance of the proposed meeting time to each Commissioner, the local newspaper and posting of said notice at 65 Civic Avenue, Pittsburgh.

Article C. Order of Business for Regular Meetings

The agenda shall be prepared by the Secretary with the order of business at regularly scheduled meetings to generally be conducted in the following order:

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5. Presentations
6. Consent Calendar
7. Consideration Items
8. Study Sessions
9. Staff Comments

- 10. Committee Reports
- 11. Adjournment

Article D. Procedures for the Conduct of Business

Section 1. Quorum. A quorum for the transaction of all Commission business shall consist of not less than five Commissioners present.

Section 2. Majority Vote. Decisions of the Commission shall be carried by a majority vote of the Commission members voting on a motion which has been seconded and received no less than three votes in the majority. Formal decisions of the Commission may be memorialized in prepared resolutions and/or as minute orders.

Section 3. Tie Vote. When a vote results in a tie vote, the decision shall be declared a denial of the question before the Commission and the Commission shall entertain a new motion.

Section 4. Making Motions. When a member of the Commission wishes to make a motion, they must go through the following steps:

1. The Commissioner must ask to be recognized by the Chair
2. After being recognized, the Commissioner must state the entire motion: *"I move that we ..."*
3. Another Commissioner must second the motion: *"I second the motion."*
4. The Chair must then restate the motion and ask for any 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. The Chair should restate the motion prior to the vote to ensure the motion is clearly understood by all. Any Commissioner 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."*

Section 5. Motion to Reconsider. Any Commissioner on the prevailing side may make a motion to reconsider a motion previously adopted. The motion to reconsider shall be brought up prior to the end of the meeting. Should a motion to reconsider be adopted, the effect of said motion is to stay the prior motion until another motion which reaffirms, amends or denies the original motion is adopted.

Section 6. Motion to Amend. A motion which has been seconded may be amended before the vote, in accordance with the following procedures:

1. A motion may be amended by a Commissioner stating; *"I move to amend the motion to read as follows: ..."*. The motion to amend the original motion must then

be seconded by another Commissioner.

2. If another Commissioner seconds the amendment, the presiding officer shall then state; *"It has been moved and seconded to amend the motion to read as follows:"*. A vote shall then be taken on the motion to amend. If the motion carries, the Commission shall then take action on the amended motion.
3. Alternately, if the maker of the original motion and the Commissioner who seconded the original motion accept the proposed amendment, they can simply state *"I accept the amendment"*, in which case the motion as amended can be restated and then voted on directly.
4. The maker of the motion to amend has the right to modify or withdraw the motion at any time before the question is called and the presiding officer has stated the motion to the Commission.

Section 7. Other Rules of Order. Except as may be noted above to the contrary, the Commission will strive to follow Roberts Rules of Order in the conduct of all Commission business. Any lapse in adhering to Roberts Rules of Order shall not be cause to void an action taken by the Commission.

Section 8. Role of Chairperson and Vice Chairperson. The Chairperson shall have the duty to preside at all meetings and make Commission committee assignments. The Vice Chairperson shall have the duty, in the absence of the Chairperson, or his/her inability to act, preside at all meetings. Refer to the Handbook for City Advisory Bodies (City Council Resolution No. 15-13052A), for more details on the responsibilities of the Chair.

Section 8. Minutes and Records of Actions Taken. Minutes of Commission meetings shall be prepared and submitted as "Action Minutes" (following City Council protocol) for review and approval of the Commission prior to becoming finalized.

Article E. Officers and How Selected

Section 1. Officers. The officers of this Commission shall be 1) a Chairperson whose duties shall be to preside at all meetings and make Commission committee assignments; and 2) a Vice Chairperson who shall, in the absence of the Chairperson, or his/her inability to act, preside at all meetings.

The City Planner (as defined in section 18.10.060 of the Pittsburgh Municipal Code) or his/her designated representative shall serve as the secretary to the Commission with the duty to staff all Commission meetings and sign all resolutions and minutes approved by the Commission, but shall not be a voting member of the Commission.

Section 2. Selection Process. The Chairperson shall be the Chairperson of the Planning Commission and the Vice Chairperson shall be elected by a majority vote of the Commission the first scheduled meeting after ~~July~~March 1st of each year:

Section 3. Acting Chairperson. In the event that the Chairperson and Vice Chairperson are both absent from a meeting, the next Commissioner in line for those duties who is present shall serve as acting Chairperson in their absence, and so on.

Article F. Committees

Section 1. Selection. Each ~~July~~March, the Chairperson, in consultation with the Secretary, shall determine what committees are warranted that year. The Secretary may request and the Chairperson may assign members to additional committees during the year, as needed. The Chairperson shall assign Commissioners to the various committees warranting Commission representation. The Chairperson may assign more than one Commissioner to a committee as well as an alternate. An attempt shall be made to evenly distribute committee assignments to all Commissioners, when feasible.

Section 2. Reports to the Commission. Commissioners assigned committee duties are expected to represent the Commission at the related committee meetings and provide follow-up verbal reports of committee actions to the full Commission at the next regularly scheduled Commission meeting.

Article G. Attendance Requirements of Commission Members

Section 1. Commissioners are expected to attend all scheduled meetings, barring unforeseen emergencies or other unavoidable reasons. Maintaining a quorum at scheduled meetings is imperative to conducting the business of the Commission and providing quality customer service to the community and residents alike.

Section 2. Any Commissioner who is absent more than 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 Planning Commission. 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, shall be deemed to have resigned his/her position on the Planning Commission.

Section 3. Attending a meeting by video or teleconferencing shall be avoided unless there would otherwise be a lack of a quorum. It is preferable that Commissioners not schedule vacations, out of town trips or business meetings that would require the need for the additional noticing and electronic requirements of video or teleconferenced meetings.

Article H. Communication with the Public, City Staff, and City Council.

Section 1. All meetings with applicants or members of the public regarding pending applications shall be held at City Hall with a City planning staff member present during the meeting, and at a time convenient to both the Commission and city staff member. Commissioners shall not indicate whether they will vote to support or not support an application, prior to the item being discussed by the Commission at a scheduled Commission meeting.

Section 2. All communication with City planning staff related to pending applications shall be through the City Planner, except as otherwise directed by the City Planner.

Section 3. Formal communication from the Commission to the Planning Commission and City Council on matters affecting historic resources may be either in writing or made as an oral report at the next regularly scheduled Council/Planning Commission meeting by the Chairperson/Acting Chairperson or their designee. Resolutions and minutes shall bear the signature of the Secretary to the Commission. All other written correspondence shall bear the signature of the Chairperson, except as otherwise directed by the Commission, through a minute order.

Section 4. Members of the Commission may want to speak to the City Council/Council members and the general public on pending planning related matters outside the provisions in Section 3 above. In such instances, the Commissioner shall clearly indicate that they are not speaking as a Commissioner or for the Commission, but for themselves, as a resident of the City of Pittsburgh.

Article I. Amendment of Bylaws.

Section 1. The City Council has the sole authority to modify these bylaws. Any amendments recommended to the bylaws by the Commission shall be presented to the Council for consideration. Any such recommendation shall be in the form of a resolution adopted in the affirmative and carried by the majority of the members who constitute the Commission. The bylaws shall not be amended more than once per year.

Section 2. These bylaws, and any amendments thereto, shall be consistent with State law, applicable Municipal Code provisions, and with the City Council Policy and Procedures manual and the Handbook for City Advisory Bodies. To the extent that they are not consistent, State law, applicable Municipal Code provisions, the City Council Policy and Procedures manual and the Handbook for City Advisory Bodies, as they may be amended from time to time, shall prevail.

Article J. Other Matters

Section 1. Annual Training Required. Commission members shall on an annual basis participate in training concerning: 1) the Open Meeting Laws under Ralph M. Brown Act, California Government Code Section 54950 et seq. and 2) Conflict of Interest Laws under the California Political Reform Act, Government Code Section 81000 et. Seq. Commission members shall also participate in AB 1234 and Ethics Training every two years.

Section 2. Special Reporting.

1. No less than once per year, the Commission shall provide the City Council with reports of activities (if applicable), annual accomplishments, ~~goals~~, and attendance records of members.

Section 3. Inconsistencies. If any provision of these by laws is found to be inconsistent with applicable municipal code provisions, the Handbook for City Advisory Bodies and/or City Council Policy and Procedure Manual, the applicable municipal code provisions and the provisions in the adopted Handbook for City Advisory Bodies and the City Council Policy Procedure Manual shall prevail.

Section 4. Development of Policies and Guidelines. The Commission may develop additional policies and guidelines as tools to conduct its business, provided they are not inconsistent with these by laws, Handbook for City Advisory Bodies (Council Resolution No. 15-13052A) or applicable provisions of the municipal code.

Section 5. Minutes/Official Records. The Secretary shall keep a record of all formal actions taken by the Commission during regular and special meetings. A copy of the minutes shall be posted to the City website after they have been adopted. Resolutions executed by the Commission shall include a resolution number, the name of the maker of the motion, the name of the Commissioner who seconded the motion, a record of the vote and the signature of the Secretary confirming the approval of the resolution. The Secretary is further empowered to sign certifications referring to actions of the Commission or agenda items in accordance with State law.

CITY OF PITTSBURG
COMMUNITY ADVISORY COMMISSION (CAC) BYLAWS
Adopted by City Council May 2, 2005
Amended December, 2008
Amended January 18, 2011
Amended September 21, 2015
Amended _____

Article A. Purpose/Mission Statement

Section 1. Purpose. The Community Advisory Commission (CAC) is an advisory body appointed by the City Council to provide information to the Council concerning quality of life issues for Pittsburgh 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 addresses community needs and provides input to the City Council regarding traffic issues that are of concern to residents. 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 to the City's Measure M Citizen Oversight Committee, and participates in the Community Development Block Grant (CDBG) program and selection of recipients. The Community Advisory Commission shall consist of not more than (7) seven members appointed at large.

Section 2. Mission Statement. The mission of the Community Advisory Commission (CAC) is to serve as a liaison between residents and the City concerning public issues that affect the quality of life in Pittsburgh. The CAC provides information, makes recommendations and suggest policies to the City Council on issues of public interest, recreation and traffic matters.

Article B. Meetings

Section 1. Regular Meetings. The CAC shall hold ten (10) regular meetings each year. All meetings shall be held in accordance with state law, the Brown Act, Government Code 54950 et seq. The regular meeting shall be held at 65 Civic Avenue, Pittsburgh, on the first Wednesday of the month at 7:00 p.m. In the event a regular meeting date falls on a legal holiday, a new meeting date will be established at the regular meeting preceding the holiday. Commission members shall attend all meetings or notify staff if they are going to be absent.

Section 2. Special Meetings. A special meeting may be called by the Chair, or by a majority of the membership. Members shall be given written notification of such a meeting twenty-four (24) hours prior to the time of the meeting. A notice of the meeting shall be posted at 65 Civic Avenue, Pittsburgh and on the City's website.

Article C. Order of Business for Regular Meetings

The agenda shall be prepared by the Chair with the order of business at regular scheduled

meetings to generally be conducted in the following order:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes
5. Correspondence
6. Committee Reports
7. Audience Remarks/Public Comments
8. Presentations
9. Old Business
10. New Business
11. Commissioner/Staff Comments
12. Adjournment

Article D. Procedures for the Conduct of Business

Section 1. Quorum. Except as otherwise provided, all official actions of the Commission shall be approved at a regular meeting of that Commission wherein a quorum of four (4) members of that Commission is present. In the event that there are less than a quorum of members present at a regular meeting of a Commission and such meeting has been properly noticed, the Commission may hold its meetings, however, no official actions or votes may be taken. The presence of a quorum is determined by counting the members present or by calling the roll. The absence of a quorum shall be noticed in the minutes.

Section 2. Majority Vote. Decisions of the Community Advisory Commission shall be made by voting on a motion, which has been seconded and received a majority vote of the sitting quorum.

Section 3. Tie Vote. When a vote results in a tie vote, the decision shall be declared a denial of the question before the Commission and the Commission shall entertain a new motion.

Section 4. Motion to Reconsider. Any Commissioner on the prevailing side may make a motion to reconsider a motion previously adopted. The motion to reconsider shall be brought up prior to end of the meeting. Should a motion to reconsider be adopted, the effect of said motion is to stay the prior motion until another motion, which reaffirms, amends or denies the original motion is adopted.

Section 5. Motion to Amend. A motion, which has been seconded, may be amended in accordance with the following procedures:

1. A motion may be amended by a Commissioner stating; "I move to amend the motion to read as follows..." The motion to amend the original motion must then be seconded by another Commissioner.
2. If another Commissioner seconds the amendment, the presiding officer shall then state; "It has been moved and seconded to amend the motion to read as follows..." A vote shall then be taken on the motion to amend. If the motion carries, the

Commission shall then take action on the amended motion.

3. Alternately, if the maker of the original motion and the Commissioner who seconded the original motion accept the proposed amendment, they can simply state, "I accept the amendment", in which case the motion as amended can be restated and then voted on directly.
4. The maker of the motion to amend has the right to modify or withdraw the motion at any time before the question is called and the presiding officer has restated the motion to the Commission.

Section 6. Other Rules of Order. Except as may be noted above to the contrary, the Commission will strive to follow Roberts Rules of Order in the conduct of all Commission business. Any lapse in adhering to Roberts Rules of Order shall not be cause to void an action taken by the Commission.

Section 7. Role of Chairperson and Vice Chairperson. The Chairperson shall have the duty to preside at all meetings and make Commission committee assignments. The Vice Chairperson shall have the duty, in the absence of the Chairperson, or his/her inability to act, preside at all meetings.

Section 8. Minutes and Records of Actions Taken. Minutes of Commission meetings shall be prepared and submitted for review and approval of the Commission prior to becoming finalized.

Article E. Term of Office

The term of office for members of the Community Advisory Commission is two years. According to City Council policy, members of permanent advisory bodies shall not serve more than four consecutive two-year terms. Members who have served six years or less at the time their terms expire are eligible for reappointment. After a member's fourth 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 the commission to serve another term if there are no other applications 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 the commission may not serve simultaneously on more than one City board, commission or committee.

Article F. Officers and How Selected

Section 1. Officers. The officers of this Commission shall be 1) a Chairperson whose duties shall be to preside at all meetings and make Commission committee assignments; and 2) a Vice Chairperson who shall, in the absence of the Chairperson, or his/her inability to act, preside at all meetings.

The City Manager or his/her designated representative shall serve as the secretary to the Commission with the duty to staff all Commission meetings and prepare all minutes for approval by the Commission, but shall not be a member of the Commission.

Section 2. Selection Process. The Commission shall select a Chairperson and Vice Chairperson at its March meeting. The positions of Chairperson and Vice Chairpersons shall be for one-year terms and shall be rotated among all Commission members before a Commissioner is reselected to the previously held position of Chairperson or Vice Chairperson.

The sitting Vice Chairperson shall automatically be selected as Chairperson at the March meeting. The selection of the Vice Chairperson shall follow a standardized rotation order as follows:

The position of Vice Chairperson shall be rotated among all Commissioners based on seniority. Seniority shall be determined by the order in which a Commissioner was appointed in the most recent series of Commission appointments affecting same. The Commissioner appointed first in the rotation for that group of Commissioners shall serve first, the Commissioner appointed second for that group of Commissioners shall serve second and so forth. In case of appointment to the Commission to fill a vacancy, however, that person will occupy the last position in that rotation. Each new series of appointments will determine the rotation only for that group of Commissioners. Should any Commissioner not be available to take his/her regular place in the established rotation, the next person in the rotation will be elevated to the position of Vice Chairperson, and the rotation will continue as previously set.

Section 3. Acting Chairperson. In the event that the Chairperson and Vice Chairperson are both absent from a meeting, the next Commissioner in line for those duties who is present shall serve as acting Chairperson in their absence, and so on.

Article G. Committees

1. **Standing Committees** Consistent with Section 2.50.080 of the Municipal Code, all committees shall be comprised of less than a quorum of the commission.
 - a. **CDBG Block Grant Committee**: A committee shall be appointed by the Chair to make recommendations to the City Council regarding funding and the use of Community Development Block Grant funding.
 - b. **Bylaws Committee**: A committee appointed by the Chair to make recommendations for revisions to the bylaws, as needed.
 - c. **Traffic Committee**: A committee appointed by the Chair shall review and provide input to the City Council regarding traffic issues that are of concern to the citizens.
 - d. **Recreation Committee**: A committee appointed by the Chair shall review and

provide input to the City Council regarding the general direction and emphasis of the park, recreation and arts needs of the city,

- i. Recommend to the City Council and the Planning Commission reasonable standards and policies for:
 - a) Park and recreation facilities development,
 - b) Program criteria,
 - c) Facility usage,
 - d) Other related matters
- ii. To review and make recommendations to the City Council and the Planning Commission on the design and plans of parks and recreation facilities;
- iii. To make recommendations to the City Council and the Planning Commission on the application of the city's park land dedication ordinance;
- iv. To review the public facilities available for creative activities, and to recommend additions, alterations, replacements or new facilities, where and when they are considered desirable;
- v. To advise and, where requested, assist other city departments, commissions, committees, and other boards, in matters which have a cultural or aesthetic effect upon the community;

2. AD HOC Committees

The Chair may establish, on a discretionary basis or at the request of the membership, ad hoc committees as may be necessary to carry out CAC responsibilities. Ad Hoc committees shall cease to exist when their responsibilities have been discharged. Consistent with Section 2.50.080 of the Municipal Code, all committees shall be comprised of less than a quorum of the commission.

All committees are responsible to and under the direction and control of the CAC.

All recommendations of committees must be reviewed and approved by a majority vote of the CAC members present and voting at the meeting at which such recommendations are considered.

All committees will meet as is necessary to discharge their responsibilities. All official committee meetings of the CAC shall be held in a public building. All committee meetings with the purpose of developing reports or recommendations to the CAC or City Council should have staff in attendance.

Each committee shall elect one member to serve as chairperson for the duration of the committee. The chairperson is responsible for scheduling meetings and

appointing a committee member to record proceedings of the committee.

Article H. Attendance Requirements of Commission Members

Section 1. 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.

Section 2. Any member who is absent more than 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 Commission. Additionally, any Commissioner 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 Commission.

Excessive absences may be excused but such absences adversely impact the Commission's ability to conduct business, for example, the inability of the Commission to have a quorum at its meetings.

Section 3. 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.

Section 4. ~~The CAC Chair will submit quarterly attendance records to the City Council.~~

Article I. Communication with the Public, City Staff and with the City Council

Section 1. Staff shall keep a record of all formal actions taken by the CAC Commission during regular and special meetings. Minutes of meeting shall be submitted for review and approval of the CAC Commission prior to becoming finalized.

Section 2. All formal communication from the CAC Commission to the City Council, or City Staff, shall be in writing and approved by the Commission. Such communication shall include the signature of the seated Chair, or Vice-Chair acting on his or her behalf.

Section 3. All minutes and agendas shall be available by public notice as prescribed by law.

Article J. Amendment of By Laws

Section 1. The City Council has the sole authority to modify these bylaws. Any amendments recommended to the bylaws by the Community Advisory Commission shall be presented to the Council no more often than once each year.

Section 2. These bylaws, and any amendments thereto, shall be consistent with State law, applicable Municipal Code provisions, and with the City Council Policy and Procedures manual and Handbook for City Advisory Bodies. To the extent that they are not consistent, State Law, applicable Municipal Code provisions, the City Council Policy and Procedure manual, and the Handbook for City Advisory Bodies, as they may be amended from time to time, shall prevail.

Article K. Other Matters

Section 1. Annual Training Required. Commission members shall be offered, and their attendance recommended on an annual basis at training concerning 1) the Open Meeting Laws under Ralph M. Brown Act, California Government Code Section 54950 et seq. and 2) Conflict of Interest Laws under the California Political Reform Act, Government Code Section 81000 et. Seq.

Section 2. Special Reporting.

1. No less than once each year, the Commission shall provide the City Council with a report of activities, accomplishments, attendance records of members and areas of concern.
2. No less than once each year, the Commission shall provide the City Council an annual report of its accomplishments and actions.
- 3.

Section 3. Inconsistencies. If any provision of these bylaws is found to be inconsistent with applicable municipal code provisions and/or the City Council Policy and Procedure Manual, and/or the Handbook for City Advisory Bodies, the applicable municipal code provisions and the provisions in the adopted City Council Policy Procedure Manual and Handbook for City Advisory Bodies shall prevail.

Section 4. Development of Policies and Guidelines. The Commission may develop additional policies and guidelines as tools to conduct its business, provided they are not inconsistent with these by laws, Council Resolution 04-10044 or applicable provisions of the municipal code.

Section 5. Minutes/Official Records. CAC staff shall keep a record of all formal actions taken by the Commission during regular and special meetings. A copy of the minutes shall be posted on the City's website after they have been adopted.

CITY OF PITTSBURG
PLANNING COMMISSION BYLAWS
Adopted by City Council May 2, 2005
Amended September 21, 2015

Amended by City Council _____

Article A. Purpose/Mission Statement

Section 1. Purpose. The Planning Commission is the land use decision-making body appointed by the City Council and vested with the duty to guide the physical development of the community and enhance the built environment by exercising the powers and duties prescribed to it by statute, City Council resolution and by ordinance.

Section 2. Mission Statement. The mission of the Planning Commission is to make land use and design review decisions which will enable Pittsburgh to become the best possible place in which to live, work, learn, play, and conduct business.

Article B. Meetings

Section 1. Regular Meetings. The Planning Commission shall schedule at least one regular meeting in each month, subject to the availability of business items. All meetings shall be held in accordance with State law, the Brown Act, Government Code 54950 et. Seq. Regular meetings of the Commission shall be scheduled on the second and fourth Tuesday of each month, except as may conflict with City Council meetings, and shall be held in the Council Chambers, City Hall, 65 Civic Avenue starting at 7:00 p.m.

Section 2. Special Meetings. Special Meetings must be coordinated between the Chair and the Planning Secretary by providing written notice twenty-four (24) hours in advance of the proposed meeting time to each Commissioner, the local newspaper and posting of said notice at 65 Civic Avenue, Pittsburgh.

Article C. Order of Business for Regular Meetings

The agenda shall be prepared by the Planning Secretary with the order of business at regularly scheduled meetings to generally be conducted in the following order:

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. Presentations
6. Consent Calendar
7. Public Hearings
8. Consideration Items
9. Study Sessions
10. Staff Comments

PC Bylaws

Adopted _____

- 11. Committee Reports
- 12. Adjournment

Article D. Procedures for the Conduct of Business

Section 1. Quorum. A quorum for the transaction of all Commission business shall consist of not less than four Planning Commissioners present.

Section 2. Majority Vote. Decisions of the Planning Commission shall be carried by a majority vote of the Commission members voting on a motion which has been seconded and received no less than three votes in the majority. Notwithstanding the foregoing requirement, Commission recommendations for approval of a general plan or specific plan action shall be carried by the affirmative vote of not less than a majority of the total membership of the Commission, in accordance with state law. Formal decisions of the Commission may be memorialized in prepared resolutions and/or as minute orders.

Section 3. Tie Vote. When a vote results in a tie vote, the decision shall be declared a denial of the question before the Commission and the Commission shall entertain a new motion.

Section 4. Making Motions. When a member of the Commission wishes to make a motion, they must go through the following steps:

1. The Commissioner must ask to be recognized by the Chair
2. After being recognized, the Commissioner must state the entire motion: *"I move that we ..."*
3. Another Commissioner must second the motion: *"I second the motion."*
4. The Chair must then restate the motion and ask for any 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. The Chair should restate the motion prior to the vote to ensure the motion is clearly understood by all. Any Commissioner 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."*

Section 5. Motion to Reconsider. Any Commissioner on the prevailing side may make a motion to reconsider a motion previously adopted. The motion to reconsider shall be brought up prior to the end of the meeting. Should a motion to reconsider be adopted, the effect of said motion is to stay the prior motion until another motion which reaffirms, amends or denies the original motion is adopted.

Section 6. Motion to Amend. A motion which has been seconded may be amended before the vote, in accordance with the following procedures:

1. A motion may be amended by a Commissioner stating; *"I move to amend the motion to read as follows: ..."*. The motion to amend the original motion must then be seconded by another Commissioner.
2. If another Commissioner seconds the amendment, the presiding officer shall then state; *"It has been moved and seconded to amend the motion to read as follows:"*. A vote shall then be taken on the motion to amend. If the motion carries, the Commission shall then take action on the amended motion.
3. Alternately, if the maker of the original motion and the Commissioner who seconded the original motion accept the proposed amendment, they can simply state *"I accept the amendment"*, in which case the motion as amended can be restated and then voted on directly.
4. The maker of the motion to amend has the right to modify or withdraw the motion at any time before the question is called and the presiding officer has restated the motion to the Commission.

Section 7. Other Rules of Order. Except as may be noted above to the contrary, the Commission will strive to follow Roberts Rules of Order in the conduct of all Commission business. Any lapse in adhering to Roberts Rules of Order shall not be cause to void an action taken by the Commission.

Section 8. Role of Chairperson and Vice Chairperson. The Chairperson shall have the duty to preside at all meetings and make Commission committee assignments. The Vice Chairperson shall have the duty, in the absence of the Chairperson, or his/her inability to act, preside at all meetings. Refer to the Handbook for City Advisory Bodies (City Council Resolution 15-13052A), for more details on the responsibilities of the Chair.

Section 9. Minutes and Records of Actions Taken. Minutes of Commission meetings shall be prepared and submitted as "Action Minutes" (following City Council protocol) for review and approval of the Commission prior to becoming finalized.

Article E. Officers and How Selected

Section 1. Officers. The officers of this Commission shall be: 1) a Chairperson whose duties shall be to preside at all meetings and make Commission committee assignments; and 2) a Vice Chairperson who shall, in the absence of the Chairperson, or his/her inability to act, preside at all meetings.

The City Planner (as defined in section 18.10.060 of the Pittsburgh Municipal Code) or his/her designated representative shall serve as the secretary to the Planning Commission with the duty to staff all Planning Commission meetings and sign all resolutions and minutes approved by the Planning Commission, but shall not be a voting member of the Commission.

Section 2. Selection Process. The Planning Commission shall select a Chairperson and Vice Chairperson at its first meeting in March of each year. The positions of Chairperson and Vice Chairpersons shall be for one-year terms and shall be rotated among all Commission members before a Commissioner is reselected to the previously held position of Chairperson or Vice Chairperson. The sitting Vice Chairperson shall automatically be selected as Chairperson at the first meeting in March of the following year. The selection of the Vice Chairperson shall follow a standardized rotation order as follows:

The position of Vice Chairperson shall be rotated among all Commissioners based on seniority. Seniority shall be determined by the order in which a Commissioner was appointed in the most recent series of Commission appointments affecting same. The Commissioner appointed first in the rotation for that group of Commissioners shall serve first, the Commissioner appointed second for that group of Commissioners shall serve second and so forth. In case of appointment to the Commission to fill a vacancy, however, that person will occupy the last position in that rotation. Each new series of appointments will determine the rotation only for that group of Commissioners. Should any Commissioner not be available to take his/her regular place in the established rotation, the next person in the rotation will be elevated to the position of Vice Chairperson, and the rotation will continue as previously set.

Section 3. Acting Chairperson. In the event that the Chairperson and Vice Chairperson are both absent from a meeting, the next Commissioner in line for those duties who is present shall serve as acting Chairperson in their absence, and so on.

Article F. Committees

Section 1. Selection. Each March, the Chairperson, in consultation with the Planning Secretary, shall determine what committees warrant Planning Commission member representation that year. Current standing committees include the Land Use Subcommittee, which includes two members from the Commission plus one alternate, and Transplan, which includes one member from the Commission plus one alternate. The Planning Secretary may request and the Chairperson may assign members to additional committees during the year, as needed. The Chairperson shall assign Commissioners to the various committees warranting Commission representation. The Chairperson may assign both a committee representative and alternate. An attempt shall be made to evenly distribute committee assignments to all Commissioners, when feasible.

Section 2. Reports to the Commission. Commissioners assigned committee duties are expected to represent the Commission at the related committee meetings and provide follow-up verbal reports of committee actions to the full Commission at the next regularly scheduled Planning Commission meeting.

Article G. Attendance Requirements of Commission Members

Section 1. Commissioners are expected to attend all regularly scheduled meetings, barring unforeseen emergencies or other unavoidable reasons. Maintaining a quorum at regularly scheduled meetings is imperative to conducting the business of the Planning Commission and providing quality customer service to the City's business community and residents alike.

Section 2. Any Commissioner who is absent more than 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 Planning Commission. 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, shall be deemed to have resigned his/her position on the Planning Commission.

Section 3. Attending a meeting by video or teleconferencing shall be avoided unless there would otherwise be a lack of a quorum. It is preferable that Commissioners not schedule vacations, out of town trips or business meetings that would require the need for the additional noticing and electronic requirements of video or teleconferenced meetings.

Article H. Communication with the Public, City Staff, and City Council.

Section 1. All meetings with applicants or members of the public regarding pending planning related applications shall be held at City Hall with a City planning staff member present during the meeting, and at a time convenient to both the Commissioner and City staff member. Commissioners shall not indicate whether they will vote to support or not support an application, prior to the close of the public hearing on the pending action before the Commission.

Section 2. All communication with City planning staff related to pending planning related applications shall be through the City Planner, except as otherwise directed by the City Planner.

Section 3. All formal communication from the Planning Commission to the City Council on pending planning related applications shall be in writing and approved by the Commission. Resolutions and minutes shall bear the signature of the Secretary to the Planning Commission. All other written correspondence shall bear the signature of the Chairperson, except as otherwise directed by the Commission, through a minute order.

Section 4. Members of the Commission may want to speak to the City Council/Council members and the general public on pending planning related matters outside the provisions in Section 3 above. In such instances, the Commissioner shall clearly indicate that they are not speaking as a Commissioner or for the Commission, but for themselves, as a resident of the City of Pittsburgh.

Article I. Amendment of Bylaws.

Section 1. The City Council has the sole authority to modify these bylaws. Any amendments recommended to the bylaws by the Commission shall be presented to the Council for consideration. Any such recommendation shall be in the form of a resolution adopted in the affirmative and carried by the majority of the members who constitute the Commission. The bylaws shall not be amended more than once per year.

Section 2. These bylaws, and any amendments thereto, shall be consistent with State law, applicable Municipal Code provisions, and with the City Council Policy and Procedures manual and the Handbook for City Advisory Bodies. To the extent that they are not consistent, State law, applicable Municipal Code provisions, the City Council Policy and Procedures manual and the Handbook for City Advisory Bodies, as they may be amended from time to time, shall prevail.

Article J. Other Matters

Section 1. Annual Training Required. Commission members shall on an annual basis participate in training concerning: 1) the Open Meeting Laws under Ralph M. Brown Act, California Government Code Section 54950 et Seq. and 2) Conflict of Interest Laws under the California Political Reform Act, Government Code Section 81000 et. Seq. Commission members shall also participate in AB 1234 and Ethics Training every two years.

Section 2. Special Reporting.

1. No less than once per year, the Commission shall provide the City Council with reports of annual accomplishments, and attendance records of members.

Section 3. Inconsistencies. If any provision of these by laws is found to be inconsistent with applicable municipal code provisions, the Handbook for City Advisory Bodies and/or with the City Council Policy and Procedure Manual, the applicable municipal code provisions and the provisions in the adopted Handbook for City Advisory Bodies and the City Council Policy Procedure Manual shall prevail.

Section 4. Development of Policies and Guidelines. The Commission may develop additional policies and guidelines as tools to conduct its business, provided they are not inconsistent with these by laws, the Handbook for City Advisory Bodies (Council Resolution No. 15-13052A) or applicable provisions of the municipal code.

Section 5. Minutes/Official Records. The Planning Secretary shall keep a record of all formal actions taken by the Planning Commission during regular and special meetings. A copy of the minutes shall be posted to the City website after they have been adopted. Resolutions executed by the Planning Commission shall include a resolution number, the name of the maker of the motion, the name of the Commissioner who seconded the motion, a record of the vote and the signature of the Planning Secretary confirming the approval of the resolution. The Planning Secretary is further empowered to sign certifications referring to actions of the Commission or agenda items in accordance with State law.

CITY OF PITTSBURG
COMMUNITY ADVISORY COMMISSION (CAC) BYLAWS
Adopted by City Council May 2, 2005
Amended December, 2008
Amended January 18, 2011
Amended September 21, 2015
Amended

Article A. Purpose/Mission Statement

Section 1. Purpose. The Community Advisory Commission (CAC) is an advisory body appointed by the City Council to provide information to the Council concerning quality of life issues for Pittsburgh 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 addresses community needs and provides input to the City Council regarding traffic issues that are of concern to residents. 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 to~~ the City's Measure ~~PM~~ Citizen Oversight Committee, and participates in the Community Development Block Grant (CDBG) program and selection of recipients. The Community Advisory Commission shall consist of not more than (7) seven members appointed at large.

Section 2. Mission Statement. The mission of the Community Advisory Commission (CAC) is to serve as a liaison between residents and the City concerning public issues that affect the quality of life in Pittsburgh. The CAC provides information, makes recommendations and suggest policies to the City Council on issues of public interest, recreation and traffic matters.

Article B. Meetings

Section 1. Regular Meetings. The CAC shall hold ten (10) regular meetings each year. All meetings shall be held in accordance with state law, the Brown Act, Government Code 54950 et seq. The regular meeting shall be held at 65 Civic Avenue, Pittsburgh, ~~or at another location designated by the Chair~~, on the first Wednesday of the month at 7:00 p.m. In the event a regular meeting date falls on a legal holiday, a new meeting date will be established at the regular meeting preceding the holiday. Commission members shall attend all meetings or notify staff if they are going to be absent.

Section 2. Special Meetings. A special meeting may be called by the Chair, or by a majority of the membership. Members shall be given written notification of such a meeting twenty-four (24) hours prior to the time of the meeting. A notice of the meeting shall be posted at 65 Civic Avenue, Pittsburgh and on the City's website.

Article C. Order of Business for Regular Meetings

The agenda shall be prepared by the Chair with the order of business at regular scheduled

meetings to generally be conducted in the following order:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes
5. Correspondence
6. Committee Reports
7. Audience Remarks/Public Comments
8. Presentations
9. Old Business
10. New Business
11. Commissioner/Staff Comments
12. Adjournment

Article D. Procedures for the Conduct of Business

Section 1. Quorum. Except as otherwise provided, all official actions of the Commission shall be approved at a regular meeting of that Commission wherein a quorum of four (4) members of that Commission is present. In the event that there are less than a quorum of members present at a regular meeting of a Commission and such meeting has been properly noticed, the Commission may hold its meetings, however, no official actions or votes may be taken. The presence of a quorum is determined by counting the members present or by calling the roll. The absence of a quorum shall be noticed in the minutes.

Section 2. Majority Vote. Decisions of the Community Advisory Commission shall be made by voting on a motion, which has been seconded and received a majority vote of the sitting quorum.

Section 3. Tie Vote. When a vote results in a tie vote, the decision shall be declared a denial of the question before the Commission and the Commission shall entertain a new motion.

Section 4. Motion to Reconsider. Any Commissioner on the prevailing side may make a motion to reconsider a motion previously adopted. The motion to reconsider shall be brought up prior to end of the meeting. Should a motion to reconsider be adopted, the effect of said motion is to stay the prior motion until another motion, which reaffirms, amends or denies the original motion is adopted.

Section 5. Motion to Amend. A motion, which has been seconded, may be amended in accordance with the following procedures:

1. A motion may be amended by a Commissioner stating; "I move to amend the motion to read as follows..." The motion to amend the original motion must then be seconded by another Commissioner.
2. If another Commissioner seconds the amendment, the presiding officer shall then state; "It has been moved and seconded to amend the motion to read as follows..." A vote shall then be taken on the motion to amend. If the motion carries, the

Commission shall then take action on the amended motion.

3. Alternately, if the maker of the original motion and the Commissioner who seconded the original motion accept the proposed amendment, they can simply state, "I accept the amendment", in which case the motion as amended can be restated and then voted on directly.
4. The maker of the motion to amend has the right to modify or withdraw the motion at any time before the question is called and the presiding officer has restated the motion to the Commission.

Section 6. Other Rules of Order. Except as may be noted above to the contrary, the Commission will strive to follow Roberts Rules of Order in the conduct of all Commission business. Any lapse in adhering to Roberts Rules of Order shall not be cause to void an action taken by the Commission.

Section 7. Role of Chairperson and Vice Chairperson. The Chairperson shall have the duty to preside at all meetings and make Commission committee assignments. The Vice Chairperson shall have the duty, in the absence of the Chairperson, or his/her inability to act, preside at all meetings.

Section 8. Minutes and Records of Actions Taken. Minutes of Commission meetings shall be prepared and submitted for review and approval of the Commission prior to becoming finalized.

Article E. Term of Office

The term of office for members of the Community Advisory Commission is two years. According to City Council policy, members of permanent advisory bodies shall not serve more than ~~three~~four consecutive two-year terms. Members who have served six years or less at the time their terms expire are eligible for reappointment. After a member's ~~third~~fourth 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 the commission to serve another term if there are no other applications 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 the commission may not serve simultaneously on more than one City board, commission or committee.

Article F. Officers and How Selected

Section 1. Officers. The officers of this Commission shall be 1) a Chairperson whose duties shall be to preside at all meetings and make Commission committee assignments; and 2) a Vice Chairperson who shall, in the absence of the Chairperson, or his/her inability to act, preside at all meetings.

The City Manager or his/her designated representative shall serve as the secretary to the Commission with the duty to staff all Commission meetings and prepare all minutes for approval by the Commission, but shall not be a member of the Commission.

Section 2. Selection Process. The Commission shall select a Chairperson and Vice Chairperson at its ~~first meeting of the new fiscal year~~ March meeting. The positions of Chairperson and Vice Chairpersons shall be for one-year terms and shall be rotated among all Commission members before a Commissioner is reselected to the previously held position of Chairperson or Vice Chairperson.

The sitting Vice Chairperson shall automatically be selected as Chairperson at the ~~first meeting of the new fiscal year~~ March meeting. The selection of the Vice Chairperson shall follow a standardized rotation order as follows:

The position of Vice Chairperson shall be rotated among all Commissioners based on seniority. Seniority shall be determined by the order in which a Commissioner was appointed in the most recent series of Commission appointments affecting same. The Commissioner appointed first in the rotation for that group of Commissioners shall serve first, the Commissioner appointed second for that group of Commissioners shall serve second and so forth. In case of appointment to the Commission to fill a vacancy, however, that person will occupy the last position in that rotation. Each new series of appointments will determine the rotation only for that group of Commissioners. Should any Commissioner not be available to take his/her regular place in the established rotation, the next person in the rotation will be elevated to the position of Vice Chairperson, and the rotation will continue as previously set.

Section 3. Acting Chairperson. In the event that the Chairperson and Vice Chairperson are both absent from a meeting, the next Commissioner in line for those duties who is present shall serve as acting Chairperson in their absence, and so on.

Article G. Committees

1. Standing Committees Consistent with Section 2.50.080 of the Municipal Code, all committees shall be comprised of less than a quorum of the commission.

- a. **CDBG Block Grant Committee**: A committee shall be appointed by the Chair to make recommendations to the City Council regarding funding and the use of Community Development Block Grant funding.
- b. **By-Laws ~~Bylaws~~ Committee**: A committee appointed by the Chair to make recommendations for revisions to the bylaws, as needed.
- c. **Traffic Committee**: A committee appointed by the Chair shall review and provide input to the City Council regarding traffic issues that are of concern to the citizens.
- d. **Recreation Committee**: A committee appointed by the Chair shall review and

provide input to the City Council regarding the general direction and emphasis of the park, recreation and arts needs of the city,

- i. Recommend to the City Council and the Planning Commission reasonable standards and policies for:
 - a) Park and recreation facilities development,
 - b) Program criteria,
 - c) Facility usage,
 - d) Other related matters
- ii. To review and make recommendations to the City Council and the Planning Commission on the design and plans of parks and recreation facilities;
- iii. To make recommendations to the City Council and the Planning Commission on the application of the city's park land dedication ordinance;
- iv. To review the public facilities available for creative activities, and to recommend additions, alterations, replacements or new facilities, where and when they are considered desirable;
- v. To advise and, where requested, assist other city departments, commissions, committees, and other boards, in matters which have a cultural or aesthetic effect upon the community;

2. AD HOC Committees

The Chair may establish, on a discretionary basis or at the request of the membership, ad hoc committees as may be necessary to carry out CAC responsibilities. Ad Hoc committees shall cease to exist when their responsibilities have been discharged. Consistent with Section 2.50.080 of the Municipal Code, all committees shall be comprised of less than a quorum of the commission.

All committees are responsible to and under the direction and control of the CAC.

All recommendations of committees must be reviewed and approved by a majority vote of the CAC members present and voting at the meeting at which such recommendations are considered.

All committees will meet as is necessary to discharge their responsibilities. All official committee meetings of the CAC shall be held in a public building. All committee meetings with the purpose of developing reports or recommendations to the CAC or City Council should have staff in attendance.

Each committee shall elect one member to serve as chairperson for the duration of the committee. The chairperson is responsible for scheduling meetings and

appointing a committee member to record proceedings of the committee.

Article H. Attendance Requirements of Commission Members

Section 1. 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.

Section 2. Any member who is absent more than 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 Commission. Additionally, any Commissioner 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 Commission.

Excessive absences may be excused but such absences adversely impact the Commission's ability to conduct business, for example, the inability of the Commission to have a quorum at its meetings.

Section 3. 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.

Section 4. ~~The CAC Chair will submit quarterly attendance records to the City Council.~~

Article I. Communication with the Public, City Staff and with the City Council

Section 1. Staff shall keep a record of all formal actions taken by the CAC Commission during regular and special meetings. Minutes of meeting shall be submitted for review and approval of the CAC Commission prior to becoming finalized.

Section 2. All formal communication from the CAC Commission to the City Council, or City Staff, shall be in writing and approved by the Commission. Such communication shall include the signature of the seated Chair, or Vice-Chair acting on his or her behalf.

Section 3. All minutes and agendas shall be available by public notice as prescribed by law.

Section 4. ~~On a quarterly basis, the Chairperson shall provide a report of the public's issues and concerns to the City Council or City Manager.~~

Article J. Amendment of By Laws

Section 1. The City Council has the sole authority to modify these ~~by laws~~bylaws. Any

amendments recommended to the bylaws by the Community Advisory Commission shall be presented to the Council no more often than once each year.

Section 2. These bylaws, and any amendments thereto, shall be consistent with State law, applicable Municipal Code provisions, and with the City Council Policy and Procedures manual and Handbook for City Advisory Bodies. To the extent that they are not consistent, State Law, applicable Municipal Code provisions, the City Council Policy and Procedure manual, and the Handbook for City Advisory Bodies, as they may be amended from time to time, shall prevail.

Article K. Other Matters

Section 1. Annual Training Required. Commission members shall be offered, and their attendance recommended on an annual basis at training concerning 1) the Open Meeting Laws under Ralph M. Brown Act, California Government Code Section 54950 et seq. and 2) Conflict of Interest Laws under the California Political Reform Act, Government Code Section 81000 et. Seq.

Section 2. Special Reporting.

1. No less than ~~twice-once~~ each year, the Commission shall provide the City Council with a report of activities, accomplishments, attendance records of members and areas of concern.
2. No less than once each year, the Commission shall provide the City Council an annual report of its accomplishments and ~~goals~~actions.
3. ~~No less than once each year, the Commission shall provide the City Council a plan concerning goals, objectives, issues and concerns for the next year.~~

Section 3. Inconsistencies. If any provision of these ~~by laws~~bylaws is found to be inconsistent with applicable municipal code provisions and/or the City Council Policy and Procedure Manual, and/or the Handbook for City Advisory Bodies, the applicable municipal code provisions and the provisions in the adopted City Council Policy Procedure Manual and Handbook for City Advisory Bodies shall prevail.

Section 4. Development of Policies and Guidelines. The Commission may develop additional policies and guidelines as tools to conduct its business, provided they are not inconsistent with these by laws, Council Resolution 04-10044 or applicable provisions of the municipal code.

Section 5. Minutes/Official Records. CAC staff shall keep a record of all formal actions taken by the Commission during regular and special meetings. A copy of the minutes shall be posted on the City's website after they have been adopted.

09/15

CITY OF PITTSBURG
PLANNING COMMISSION BYLAWS
Adopted by City Council May 2, 2005
Amended September 21, 2015

Amended by City Council September 21, 2015

Article A. Purpose/Mission Statement

Section 1. Purpose. The Planning Commission is the land use decision-making body appointed by the City Council and vested with the duty to guide the physical development of the community and enhance the built environment by exercising the powers and duties prescribed to it by statute, City Council resolution and by ordinance.

Section 2. Mission Statement. The mission of the Planning Commission is to make land use and design review decisions which will enable Pittsburgh to become the best possible place in which to live, work, learn, play, and conduct business.

Article B. Meetings

Section 1. Regular Meetings. The Planning Commission shall schedule at least one regular meeting in each month, subject to the availability of business items. All meetings shall be held in accordance with State law, the Brown Act, Government Code 54950 et. Seq. Regular meetings of the Commission shall be scheduled on the second and fourth Tuesday of each month, except as may conflict with City Council meetings, and shall be held in the Council Chambers, City Hall, 65 Civic Avenue starting at 7:00 p.m.

Section 2. Special Meetings. Special Meetings must be coordinated between the Chair and the Planning Secretary by providing written notice twenty-four (24) hours in advance of the proposed meeting time to each Commissioner, the local newspaper and posting of said notice at 65 Civic Avenue, Pittsburgh.

Article C. Order of Business for Regular Meetings

The agenda shall be prepared by the Planning Secretary with the order of business at regularly scheduled meetings to generally be conducted in the following order:

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. Presentations
6. Consent Calendar
7. Public Hearings
8. Consideration Items
9. Study Sessions
10. Staff Comments

PC Bylaws

Adopted September 21, 2015

- 11. Committee Reports
- 12. Adjournment

Article D. Procedures for the Conduct of Business

Section 1. Quorum. A quorum for the transaction of all Commission business shall consist of not less than four Planning Commissioners present.

Section 2. Majority Vote. Decisions of the Planning Commission shall be carried by a majority vote of the Commission members voting on a motion which has been seconded and received no less than three votes in the majority. Notwithstanding the foregoing requirement, Commission recommendations for approval of a general plan or specific plan action shall be carried by the affirmative vote of not less than a majority of the total membership of the Commission, in accordance with state law. Formal decisions of the Commission may be memorialized in prepared resolutions and/or as minute orders.

Section 3. Tie Vote. When a vote results in a tie vote, the decision shall be declared a denial of the question before the Commission and the Commission shall entertain a new motion.

Section 4. Making Motions. When a member of the Commission wishes to make a motion, they must go through the following steps:

1. The Commissioner must ask to be recognized by the Chair
2. After being recognized, the Commissioner must state the entire motion: *"I move that we ..."*
3. Another Commissioner must second the motion: *"I second the motion."*
4. The Chair must then restate the motion and ask for any 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. The Chair should restate the motion prior to the vote to ensure the motion is clearly understood by all. Any Commissioner 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."*

Section 5. Motion to Reconsider. Any Commissioner on the prevailing side may make a motion to reconsider a motion previously adopted. The motion to reconsider shall be brought up prior to the end of the meeting. Should a motion to reconsider be adopted, the effect of said motion is to stay the prior motion until another motion which reaffirms, amends or denies the original motion is adopted.

Section 6. Motion to Amend. A motion which has been seconded may be amended before the vote, in accordance with the following procedures:

1. A motion may be amended by a Commissioner stating; *"I move to amend the motion to read as follows: ..."*. The motion to amend the original motion must then be seconded by another Commissioner.
2. If another Commissioner seconds the amendment, the presiding officer shall then state; *"It has been moved and seconded to amend the motion to read as follows:"*. A vote shall then be taken on the motion to amend. If the motion carries, the Commission shall then take action on the amended motion.
3. Alternately, if the maker of the original motion and the Commissioner who seconded the original motion accept the proposed amendment, they can simply state *"I accept the amendment"*, in which case the motion as amended can be restated and then voted on directly.
4. The maker of the motion to amend has the right to modify or withdraw the motion at any time before the question is called and the presiding officer has restated the motion to the Commission.

Section 7. Other Rules of Order. Except as may be noted above to the contrary, the Commission will strive to follow Roberts Rules of Order in the conduct of all Commission business. Any lapse in adhering to Roberts Rules of Order shall not be cause to void an action taken by the Commission.

Section 8. Role of Chairperson and Vice Chairperson. The Chairperson shall have the duty to preside at all meetings and make Commission committee assignments. The Vice Chairperson shall have the duty, in the absence of the Chairperson, or his/her inability to act, preside at all meetings. Refer to the Handbook for City Advisory Bodies (City Council Resolution 15-13052A), for more details on the responsibilities of the Chair.

Section 9. Minutes and Records of Actions Taken. Minutes of Commission meetings shall be prepared and submitted as "Action Minutes" (following City Council protocol) for review and approval of the Commission prior to becoming finalized.

Article E. Officers and How Selected

Section 1. Officers. The officers of this Commission shall be: 1) a Chairperson whose duties shall be to preside at all meetings and make Commission committee assignments; and 2) a Vice Chairperson who shall, in the absence of the Chairperson, or his/her inability to act, preside at all meetings.

The City Planner (as defined in section 18.10.060 of the Pittsburgh Municipal Code) or his/her designated representative shall serve as the secretary to the Planning Commission with the duty to staff all Planning Commission meetings and sign all resolutions and minutes approved by the Planning Commission, but shall not be a voting member of the Commission.

Section 2. Selection Process. The Planning Commission shall select a Chairperson and Vice Chairperson at its first meeting in ~~July~~March of each year. The positions of Chairperson and Vice Chairpersons shall be for one-year terms and shall be rotated among all Commission members before a Commissioner is reselected to the previously held position of Chairperson or Vice Chairperson. The sitting Vice Chairperson shall automatically be selected as Chairperson at the first meeting in ~~July~~March of the following year. The selection of the Vice Chairperson shall follow a standardized rotation order as follows:

The position of Vice Chairperson shall be rotated among all Commissioners based on seniority. Seniority shall be determined by the order in which a Commissioner was appointed in the most recent series of Commission appointments affecting same. The Commissioner appointed first in the rotation for that group of Commissioners shall serve first, the Commissioner appointed second for that group of Commissioners shall serve second and so forth. In case of appointment to the Commission to fill a vacancy, however, that person will occupy the last position in that rotation. Each new series of appointments will determine the rotation only for that group of Commissioners. Should any Commissioner not be available to take his/her regular place in the established rotation, the next person in the rotation will be elevated to the position of Vice Chairperson, and the rotation will continue as previously set.

Section 3. Acting Chairperson. In the event that the Chairperson and Vice Chairperson are both absent from a meeting, the next Commissioner in line for those duties who is present shall serve as acting Chairperson in their absence, and so on.

Article F. Committees

Section 1. Selection. Each ~~July~~March, the Chairperson, in consultation with the Planning Secretary, shall determine what committees warrant Planning Commission member representation that year. Current standing committees include the Land Use Subcommittee, which includes two members from the Commission plus one alternate, and Transplan, which includes one member from the Commission plus one alternate. The Planning Secretary may request and the Chairperson may assign members to additional committees during the year, as needed. The Chairperson shall assign Commissioners to the various committees warranting Commission representation. The Chairperson may assign both a committee representative and alternate. An attempt shall be made to evenly distribute committee assignments to all Commissioners, when feasible.

Section 2. Reports to the Commission. Commissioners assigned committee duties are expected to represent the Commission at the related committee meetings and provide follow-up verbal reports of committee actions to the full Commission at the next regularly scheduled Planning Commission meeting.

Article G. Attendance Requirements of Commission Members

Section 1. Commissioners are expected to attend all regularly scheduled meetings, barring unforeseen emergencies or other unavoidable reasons. Maintaining a quorum at regularly scheduled meetings is imperative to conducting the business of the Planning Commission and providing quality customer service to the City's business community and residents alike.

Section 2. Any Commissioner who is absent more than 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 Planning Commission. 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, shall be deemed to have resigned his/her position on the Planning Commission.

Section 3. Attending a meeting by video or teleconferencing shall be avoided unless there would otherwise be a lack of a quorum. It is preferable that Commissioners not schedule vacations, out of town trips or business meetings that would require the need for the additional noticing and electronic requirements of video or teleconferenced meetings.

Article H. Communication with the Public, City Staff, and City Council.

Section 1. All meetings with applicants or members of the public regarding pending planning related applications shall be held at City Hall with a City planning staff member present during the meeting, and at a time convenient to both the Commissioner and City staff member. Commissioners shall not indicate whether they will vote to support or not support an application, prior to the close of the public hearing on the pending action before the Commission.

Section 2. All communication with City planning staff related to pending planning related applications shall be through the City Planner, except as otherwise directed by the City Planner.

Section 3. All formal communication from the Planning Commission to the City Council on pending planning related applications shall be in writing and approved by the Commission. Resolutions and minutes shall bear the signature of the Secretary to the Planning Commission. All other written correspondence shall bear the signature of the Chairperson, except as otherwise directed by the Commission, through a minute order.

Section 4. Members of the Commission may want to speak to the City Council/Council members and the general public on pending planning related matters outside the provisions in Section 3 above. In such instances, the Commissioner shall clearly indicate that they are not speaking as a Commissioner or for the Commission, but for themselves, as a resident of the City of Pittsburgh.

Article I. Amendment of Bylaws.

Section 1. The City Council has the sole authority to modify these bylaws. Any amendments recommended to the bylaws by the Commission shall be presented to the Council for consideration. Any such recommendation shall be in the form of a resolution adopted in the affirmative and carried by the majority of the members who constitute the Commission. The bylaws shall not be amended more than once per year.

Section 2. These bylaws, and any amendments thereto, shall be consistent with State law, applicable Municipal Code provisions, and with the City Council Policy and Procedures manual and the Handbook for City Advisory Bodies. To the extent that they are not consistent, State law, applicable Municipal Code provisions, the City Council Policy and Procedures manual and the Handbook for City Advisory Bodies, as they may be amended from time to time, shall prevail.

Article J. Other Matters

Section 1. Annual Training Required. Commission members shall on an annual basis participate in training concerning: 1) the Open Meeting Laws under Ralph M. Brown Act, California Government Code Section 54950 et Seq. and 2) Conflict of Interest Laws under the California Political Reform Act, Government Code Section 81000 et. Seq. Commission members shall also participate in AB 1234 and Ethics Training every two years.

Section 2. Special Reporting.

1. No less than once per year, the Commission shall provide the City Council with reports of annual accomplishments, ~~goals,~~ and attendance records of members.

Section 3. Inconsistencies. If any provision of these by laws is found to be inconsistent with applicable municipal code provisions, the Handbook for City Advisory Bodies and/or with the City Council Policy and Procedure Manual, the applicable municipal code provisions and the provisions in the adopted Handbook for City Advisory Bodies and the City Council Policy Procedure Manual shall prevail.

Section 4. Development of Policies and Guidelines. The Commission may develop additional policies and guidelines as tools to conduct its business, provided they are not inconsistent with these by laws, the Handbook for City Advisory Bodies (Council Resolution No. 15-13052A) or applicable provisions of the municipal code.

Section 5. Minutes/Official Records. The Planning Secretary shall keep a record of all formal actions taken by the Planning Commission during regular and special meetings. A copy of the minutes shall be posted to the City website after they have been adopted. Resolutions executed by the Planning Commission shall include a resolution number, the name of the maker of the motion, the name of the Commissioner who seconded the motion, a record of the vote and the signature of the Planning Secretary confirming the approval of the resolution. The Planning Secretary is further empowered to sign certifications referring to actions of the Commission or agenda items in accordance with State law.



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

TO: Mayor/Chair and Council/Agency Members

FROM: Garrett D. Evans, City Manager/Executive Director

SUBJECT: Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between Contra Costa County and the City of Pittsburg for Assessor Parcel Numbers 088-171-037 and 086-214-025 and of a Pittsburg Power Company Resolution Authorizing to Partially Fund the Acquisition

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

Contra Costa County, a political subdivision of the State of California and the City of Pittsburg, a municipal corporation, propose to enter into a Purchase and Sale Agreement (“PSA”) for two properties located on the northwest corner of Bliss Avenue and Harbor Street and on the northwest corner of California Avenue and Harbor Street, also known as Assessor Parcel Numbers (“APN”) 088-171-037 and 086-214-025 respectively (collectively, the “Properties”). The City is proposing to purchase the Properties from the County.

FISCAL IMPACT

The anticipated acquisition cost is not to exceed \$650,000. Pittsburg Power Company (“PPC”) fund balance and the City’s Local Traffic Mitigation Fund (“LTMF”) will fund the acquisition of the Properties. The anticipated acquisition cost includes the purchase price of \$591,209 and related closing cost and miscellaneous cost that may be required for title clean up or environmental assessment, up to \$58,791. It is anticipated that approximately \$592,000 of PPC funds and \$58,000 of LTMF funds will be used for the acquisition.

RECOMMENDATION

City Council adopt the Resolution approving the PSA between the County and the City. City Council authorize the funding of the acquisition of APN 086-214-025. PPC authorize the funding of the acquisition of APN 088-171-037.

BACKGROUND

The County is the owner of two vacant parcels of land located in the Railroad Avenue Specific Plan ("RASP"). In a letter dated October 17, 2017, the City offered to purchase the Properties for \$6.47 per square foot.

On March 5, 2018, the City received notification that the County will pursue the sale of the Properties to the City. The County and City negotiated the terms of the PSA and have collectively prepared the PSA.

SUBCOMMITTEE FINDINGS

The acquisition of the Properties and the funding of the acquisition were not discussed in a subcommittee.

STAFF ANALYSIS

After several reviews, the County has confirmed that the total size of the Properties is 91,377 square feet; APN 088-171-037 is 83,183 square feet and APN 086-214-025 is 8,194 square feet. The City offered, and the County accepted the sales price of \$6.47 per square foot. Because of the location of the Properties, the City will be able to use the Properties to assist in the development of the area within the RASP. Potential projects may include a transit oriented development, commercial, and public purpose.

Upon adoption of the accompanying Resolutions, and receiving approval of the PSA and authorization of the funding, the City will enter into escrow and pursue the acquisition and closing of the Properties.

ATTACHMENTS: Resolution
Purchase and Sale Agreement

Report Prepared By: Maria M. Aliotti, Director of Community Services

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 Contra)
Costa County and the City of Pittsburg for Assessor) RESOLUTION NO. 19-
Parcel Numbers 088-171-037 and 086-214-025)

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, Contra Costa County (the "County") is the owner of two vacant parcels within the Railroad Avenue Specific Plan located on the northwest corner of Bliss Avenue and Harbor Street and on the northwest corner of California Avenue and Harbor Street, also known as Assessor Parcel Numbers 088-171-037 and 086-214-025 respectively (collectively, the "Properties"); and

WHEREAS, in a letter dated October 17, 2017, the City offered to purchase the Properties for \$6.47 per square foot; and

WHEREAS, on March 5, 2018, the City received notification that the County will pursue the sale of the Properties to the City. The County and City negotiated the terms of the Purchase and Sale Agreement ("PSA") and have collectively prepared and propose to enter into the PSA.

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 PSA for the purchase of the Properties.

Section 3.

The City Council hereby authorizes the use of the City's Local Traffic Mitigation Fund to acquire APN 086-214-025.

Section 4.

The total cost of the purchase of the Properties is not to exceed \$650,000. PPC fund balance and the City's Local Traffic Mitigation Fund will fund the acquisition of the Properties. The anticipated acquisition cost includes the purchase price of the Properties of \$591,209 and related closing cost and miscellaneous cost that may be required for title clean up or environmental assessment, up to \$58,791.

Section 5.

The City Manager is hereby authorized to execute the PSA 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 5.

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

Section 6.

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 February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Parcel Number: 086-214-025 and 088-171-037
Project Name: Sale of Harbor/California and Harbor/Bliss
Project Number: 4660-6X4287

Grantee: City of Pittsburg
Address: 65 Civic Avenue
Pittsburg, CA 94565

**PURCHASE AND SALE AGREEMENT
BETWEEN
CONTRA COSTA COUNTY
AND THE
CITY OF PITTSBURG, CALIFORNIA**

This agreement ("**Agreement**") is entered into by and between Contra Costa County, a political subdivision of the State of California (hereinafter "**County**"), and the City of Pittsburg, California, a municipal corporation, (hereinafter "**City**").

RECITALS

- A. County is the owner of real property located at the corner of California Ave./Harbor St. and the corner of Bliss Ave./ Harbor St. in the City of Pittsburg, in Contra Costa County, California, and described on Exhibits A and B and depicted on Exhibits A-1 and B-1 attached hereto and incorporated herein by reference, (APN's 086-214-025, 088-171-037). The real property described in Exhibits A and B are referred to herein as the "**Property**."
- B. County has agreed to transfer ownership of the Property to the City subject to the terms set forth herein.
- C. City desires to acquire the exclusive right to purchase the Property at the agreed price and under the specific terms and conditions below.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Effective Date.** It is understood that this Agreement is subject to approval by the County's Board of Supervisors (the "**Board**") and the Pittsburg City Council

(the “**Council**”), and shall be effective when approved by both the Board and the Council (“**Effective Date**”).

2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, County agrees to convey and City agrees to purchase the Property subject to all existing easements, covenants, conditions, restrictions, reservations, and all other encumbrances, whether the same be recorded or unrecorded. The purchase price for the property shall be Five Hundred Ninety-One Thousand Two Hundred Nine dollars (\$591,209) (“Purchase Price”).

3. **Conditions to County’s Performance.** The County’s obligation to perform under this Agreement is subject to the following conditions:

- 3.1 City’s representations and warranties in this Agreement being correct as of the date of this Agreement, and as of the Close of Escrow.

- 3.2 City’s performance of all of its obligations under this Agreement.

If County determines that any of these conditions have not been met, County shall have the right to terminate this Agreement by delivering written notice to City and, if applicable, to the Escrow agent.

4. **Right of Entry.**

- 4.1 From and after the Effective Date of this Agreement and at all times until this Agreement is terminated or title vests in the City, City shall have the right at all reasonable times to enter on the Property for the purposes of the City, including but not limited to conducting soil and environmental tests, surveys, engineering studies and other examinations and investigations of the Property. City shall provide copies of reports from studies and other examinations upon request. In addition to the requirements in Section 5, City will defend, indemnify and hold County harmless against any damages, loss or liability or costs’ arising from City’s or City’s designated persons’ entry onto the Property,

including but not limited to attorney's fees and costs. City's defense and indemnity obligations in this Section 4.1 shall survive the expiration or termination of the Agreement.

- 4.2 City shall have forty-five (45) days within receipt of test results in which to decide whether to terminate this Agreement, at no cost to the City, or whether to continue with the purchase of the Property as set forth herein.

5. **Indemnity.**

- (a) City shall indemnify, defend, protect, and hold harmless County, its governing body, officers, employees, and agents from and against any and all third party claims for damages, losses, liabilities, costs, or expenses whatsoever (including attorney's fees and costs), whether direct or indirect, known or unknown, or foreseen or unforeseen, which arise after the Close of Escrow and are related to the actions of City, including City's activities on or its ownership or use of the Property.
- (b) County shall indemnify, defend, protect, and hold harmless City, its Council, officers, and employees from and against any and all third party claims for damages, losses, liabilities, costs, or expenses whatsoever (including attorney's fees and costs), whether direct or indirect, known or unknown, or foreseen or unforeseen, which arise before close of escrow and are related to the County's ownership or use of the Properties.
- (c) Each party's obligations hereunder shall survive the Close of Escrow.

6. **Escrow.** The City has opened an escrow account ("**Escrow**") with Old Republic Title Company ("**Title Company**"), whose address is 1000 Burnett Ave. Suite 400, Concord, CA 94520. The Title Company's Escrow Number is 0114000632-JQ. County and City shall each prepare and file escrow instructions as necessary with the Title Company in accordance with this Agreement.

- 6.1 Fees and Title Insurance. The City shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, the premium charged therefor.
- 6.2 County's Deposit into Escrow. Prior to the Close of Escrow, County will deliver into Escrow with the Title Company a Grant Deed, in recordable form and properly executed on behalf of County, in a form approved by County and City, conveying the Property to the City in fee simple absolute, subject to:
- 6.3 City's Deposit into Escrow. Prior to the Close of Escrow, the City shall deposit full Purchase Price.
- 6.4 Close of Escrow. Escrow shall close upon the conveyance of the Property to the City ("**Close of Escrow**"). The Close of Escrow is to occur no later than September 1, 2019. If the Close of Escrow does not occur on or before September 1, 2019 due to circumstances that are beyond the City's control, the City may request an extension which the County may not unreasonably limit or withhold. If the Close of Escrow does not occur on or before September 1, 2019 or the extended date, either party may elect to terminate this Agreement and any amounts deposited into Escrow by the City will be returned to the City, and neither party will have any further obligations to the other. On the closing date, the Title Company shall close Escrow as follows:
- a. Record the Grant Deed, marked for return to the City, care of its City Manager, which shall be deemed delivered to the City, and send a conforming copy to County, care of its Principal Real Property Agent;
 - b. Wire the Payment to the County in accordance with wire instruction provided by the County.
 - c. Issue the title policy, if requested to do so by the City;
 - d. Prorate taxes, assessments, and other charges, if any; and
 - e. Prepare and deliver to the County and to the City one signed copy each

Commented [MA1]: Will insert once prelim has been reviewed.

of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the County and the City, and retain all funds and documents pending receipt of further instructions from the County and the City.

7. **"AS IS" Condition of Property.** County hereby conveys the Property to City, and City hereby accepts the Property from County, at its own risk and in the Property's existing condition, "AS IS," with all faults. County has no obligation to improve, alter, secure, or make safe the Property, or to correct any hazardous, unsafe, or other conditions existing on any portion of the Property. County has no liability or obligation to City, for any injury to persons or damage to property arising out of or in connection with City's acquisition or use of the Property.
8. **Condition of Property.** County has no notice of any pending or threatened action or proceeding arising out of the condition of the Property or any alleged violation of any federal, state, or local environmental laws. Except as otherwise disclosed by County, to County's actual current knowledge, the Property is in compliance with all federal, state, and local environmental laws. Until the Close of Escrow or earlier termination of this Agreement, County shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true, immediately give written Notice of such fact or condition to City.
9. **Release** The City hereby releases and discharges County and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns, from any and all claims, demands, actions, causes of action, rights, obligations, damages and liabilities, losses, cost, expenses or compensation whatsoever that the City now has or that may arise in the future because of or in any manner related to this Agreement or arising from the condition of the Property, including any structures, the presence of any hazardous substance in or around the Property, the County's ownership of the Property, the City's acquisition of the

Property, or the present or future use of Property, except matters arising from the County's fraud or intentional misrepresentation. City knowingly waives the right to make any claim against the County for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides 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 SETTLEMENT WITH THE DEBTOR."

10. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the assignment, expiration, or termination of this Agreement, and shall not merge in the Grant Deed or other documents following the delivery and recordation of the Grant Deed or other documents.
- 11.. **Assignment and Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.
12. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager
Telephone: (925) 252-4850

County: Contra Costa County
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Principal Real Property Agent
Telephone: (925) 957-2456

or to such other addresses as County or City may respectively designate by written notice to the other. A notice shall be deemed given on the date of delivery if given by personal delivery, on the next business day if sent by overnight carrier, or on the fifth day following the postmark date if given by First Class U.S. Mail.

13. **Entire Agreement.** The parties have herein set forth the whole of their agreement.
14. **Termination.** A party may terminate this Agreement by providing written notice of termination to the other party at the address listed in Section 12 (Notices). This Agreement shall be deemed terminated on the date when the notice of termination is deemed given under Section 12.
15. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement, and their respective counsels, have read and reviewed this Agreement, and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement. Nothing in this Agreement is intended nor shall it be construed to create rights inuring to the benefits of third parties.
16. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts, and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent

and purpose of this Agreement.

17. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.
18. **Amendments and Assignments.** All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both the County and the City. The City may not assign this Agreement without the prior written consent of the County.
19. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
20. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page left blank. Signatures on next page.]

COUNTY

CITY

CONTRA COSTA COUNTY, a political
subdivision of the State of California

City of Pittsburg, a municipal
corporation

By _____
Brian M. Balbas
Public Works Director

By _____
Garrett D. Evans
City Manager

Date: _____
(Date of Board Approval)

Date: _____

RECOMMENDED FOR APPROVAL:

Attest:

By _____
Karen A. Laws
Principal Real Property Agent

By _____
Alice Evenson
City Clerk

By _____
Jann Edmunds
Associate Real Property Agent

Approved as to form;

By _____
Donna Mooney
City Attorney

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By _____
Deputy County Counsel

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

JE:mc/sn
G:\realprop\SR4@RailroadAve\Sale of Surplus\PSA 012919 FINAL.doc

Exhibits "A" and "B"
Legal Descriptions

Excess Right of Way
Harbor St. & Bliss Ave.
APN 088-171-037

Exhibit "A"

Real property in the City of Pittsburg, County of Contra Costa, State of California, being a portion of Lot 3, Block 1 as shown on the Official Map of Camp Stoneman, filed June 28, 1966 in Book 111 of Maps at Page 36, also being a portion of the parcel of land described in the Grant Deed(s) to Contra Costa County recorded October 8, 2001 as Doc-2001-0301921-00 and Doc-2001-0301922-00, Official Records of said County described as follows:

Beginning at a point on the south line of Parcel CM-21 conveyed to Anthony Ruggiero, et.al. in the deed recorded March 22, 1962 in Book 4081 of Official Records at page 105, at the southeast corner of Parcel 2 described in the deed to Gerold Sacher, et.al. recorded May 27, 1976 in Book 7878 Official Records page 455, said point also being the southeast corner of Parcel B of Subdivision PMS 7910 filed January 16, 1980 in Book 83 of Parcel Maps at page 44; thence along the east line of said Parcel B, North 17°42'14" East 284.00 feet to the southerly line of Parcel 13 described in the grant deed to the State of California recorded May 20, 2014 as Document No. 2014-0081979; thence along said southerly line the following two courses: 1) South 73°55'09" East 321.97 feet; 2) South 47°58'25" East 68.67 feet to a point on the westerly line of Parcel 4 described in the grant deed to the City of Pittsburg recorded January 22, 2008 as Document No. 2008-0012386; thence along said westerly line the following two courses: 1) southwesterly along a non-tangent curve, concave to the northwest, a radial to said point bears South 46°20'24" East 609.95 feet, through a central angle of 11°24'06" an arc distance of 121.38 feet; 2) South 55°03'43" West 49.73 feet to the westerly right of way line of Harbor Street; thence along said westerly line the following two courses: 1) South 74°42'47" West 28.28 feet; 2) along a non-tangent curve, concave to the southeast, a radial to said point bears North 15°17'13" West 450.00 feet, through a central angle of 20°01'49", an arc distance of 157.32 feet to the direct extension South 72°17'46" East of the south line of said Parcel CM-21; thence North 72°17'46" West along said extended line 152.46 feet to the point of beginning.

Containing an area of 83,183 square feet of land, more or less.

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

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

Signature: *James A. Stein*
Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 3/5/2018

G:\Surveys\Legals\Exhibits2018\Excess Right of Way to Pittsburg at Harbor & Bliss.docx
JS: March 5, 2018



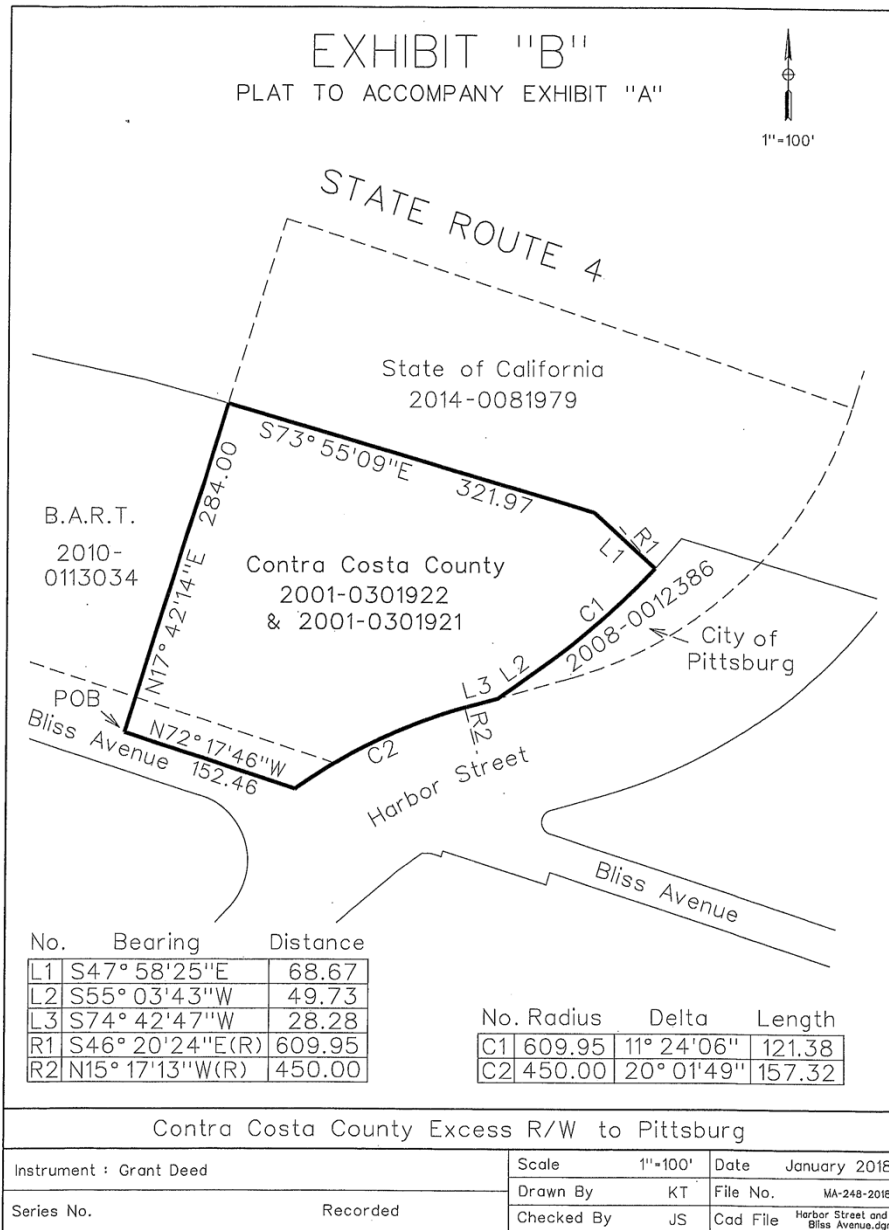


EXHIBIT "A"

Parcel 1 (Fee):

PORTION OF APN: 086-214-025

Being a portion of the lands described in the FINAL ORDER OF CONDEMNATION: Contra Costa County, a political subdivision of the State of California, Plaintiff, VS. PHILIP T. LUCKING and APRILE L. LUCKING, as Trustees of the LUCKING FAMILY TRUST, dated October 18, 1994, DOES ONE THROUGH TWENTY; and all other persons unknown claiming an interest in the property, defendants, in THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, Contra Costa County; recorded on February 21, 2003 as Document No. 2003-0082244, records of Contra Costa County, lying within the City of Pittsburg, County of Contra Costa, State of California, more particularly described as follows:

Lots 185 and 186 of the Map of High School Village according to the map thereof, filed September 30, 1942, in Map Book 26, Page 907, Contra Costa County records, situated in the City of Pittsburg, County of Contra Costa, State of California.

EXCEPTING THEREFROM that portion granted to the City of Pittsburg per the document recorded January 22, 2008, as Document No. 2008-0012386, records of Contra Costa County, described as follows;

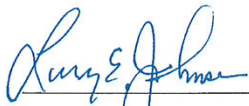
COMMENCING at the southwesterly corner of Lot 186 of High School Village, according to the map thereof, filed September 30, 1942, in Map Book 26, Page 907-910, Contra Costa County records; thence along the southwesterly line of said Lot 186, South 72°17'46" East, 8.211 meters to the beginning of a tangent curve to the left and the **TRUE POINT OF BEGINNING**; thence leaving the southwesterly line of said Lot 186, and running easterly along the arc of said last mentioned curve, having a radius of 18.000 meters, through a central angle of 90°00'00", an arc distance of 28.274 meters

to the southeasterly line of Lot 185 as shown on said map of High School Village;
thence along the southeasterly line of said Lots 185 and 186, South $17^{\circ}42'14''$ West,
11.904 meters to the beginning of a tangent curve to the right; thence westerly along
the southerly line of said Lot 186 and along the arc of said last mentioned curve, having a
radius of 6.096 meters, through a central angle of $90^{\circ}00'00''$, an arc distance of
9.575 meters; thence along the southwesterly line of said Lot 186, North $72^{\circ}17'46''$
West, 11.904 meters to the **TRUE POINT OF BEGINNING**.

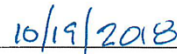
Containing 761.279 square meters, more or less.

Bearings and distances used in the above descriptions are based on the California
Coordinate System of 1983, Zone 3. Multiply distances shown by 1.0000639 to obtain
ground level distances.

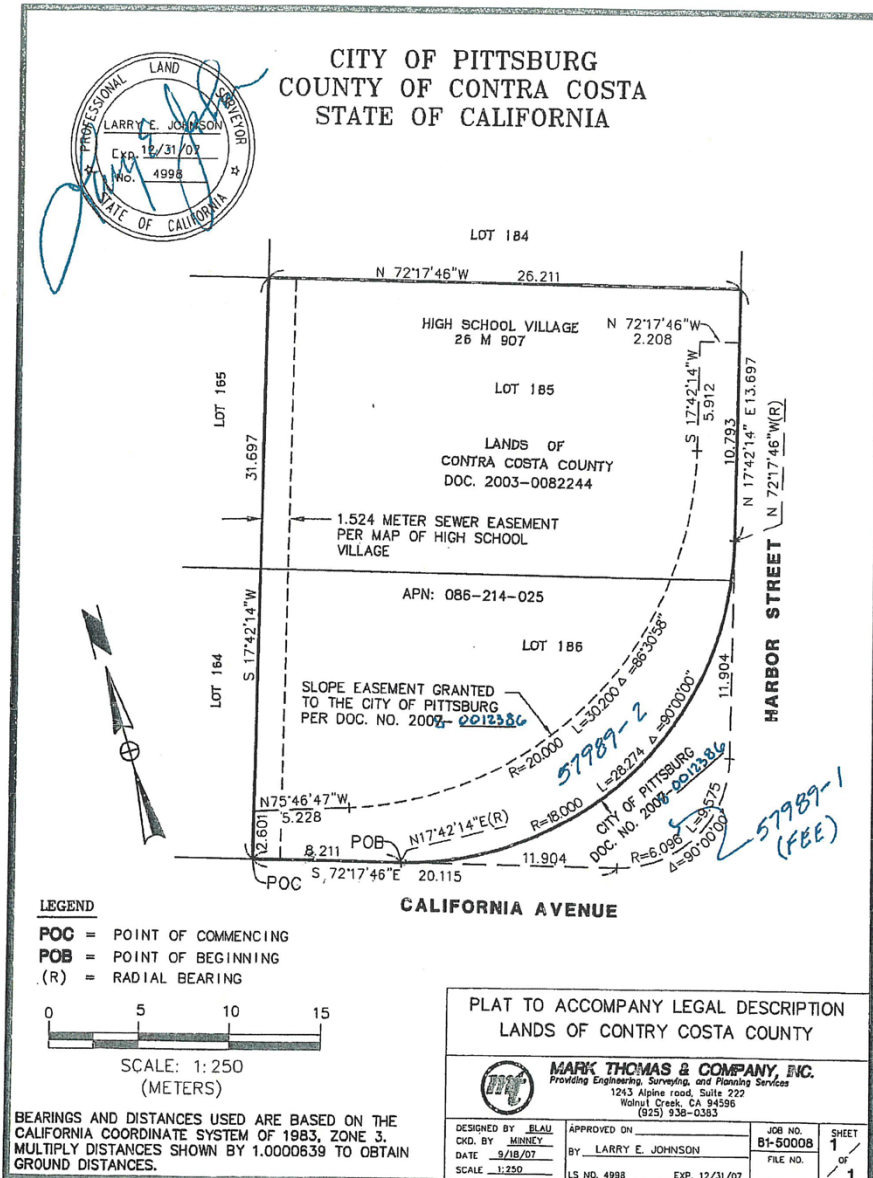
This real property description has been prepared by me, or under my direction, in
conformance with the Professional Land Surveyors Act.



Larry E. Johnson
Licensed Land Surveyor
California No. 4998



Date





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

TO: Mayor/Chair and Council Members/Agency Members

FROM: Garrett D. Evans, City Manager/Executive Director

SUBJECT: Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between Contra Costa County and the City of Pittsburg for Assessor Parcel Numbers 088-171-037 and 086-214-025 and of a Pittsburg Power Company Resolution Authorizing to Partially Fund the Acquisition

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

Contra Costa County, a political subdivision of the State of California and the City of Pittsburg, a municipal corporation, propose to enter into a Purchase and Sale Agreement (“PSA”) for two properties located on the northwest corner of Bliss Avenue and Harbor Street and on the northwest corner of California Avenue and Harbor Street, also known as Assessor Parcel Numbers (“APN”) 088-171-037 and 086-214-025 respectively (collectively, the “Properties”). The City is proposing to purchase the Properties from the County.

FISCAL IMPACT

The anticipated acquisition cost is not to exceed \$650,000. Pittsburg Power Company (“PPC”) fund balance and the City’s Local Traffic Mitigation Fund (“LTMF”) will fund the acquisition of the Properties. The anticipated acquisition cost includes the purchase price of \$591,209 and related closing cost and miscellaneous cost that may be required for title clean up or environmental assessment, up to \$58,791. It is anticipated that approximately \$592,000 of PPC funds and \$58,000 of LTMF funds will be used for the acquisition.

RECOMMENDATION

City Council adopt the Resolution approving the PSA between the County and the City. City Council authorize the funding of the acquisition of APN 086-214-025. PPC authorize the funding of the acquisition of APN 088-171-037.

BACKGROUND

The County is the owner of two vacant parcels of land located in the Railroad Avenue Specific Plan ("RASP"). In a letter dated October 17, 2017, the City offered to purchase the Properties for \$6.47 per square foot.

On March 5, 2018, the City received notification that the County will pursue the sale of the Properties to the City. The County and City negotiated the terms of the PSA and have collectively prepared the PSA.

SUBCOMMITTEE FINDINGS

The acquisition of the Properties and the funding of the acquisition were not discussed in a subcommittee.

STAFF ANALYSIS

After several reviews, the County has confirmed that the total size of the Properties is 91,377 square feet; APN 088-171-037 is 83,183 square feet and APN 086-214-025 is 8,194 square feet. The City offered, and the County accepted the sales price of \$6.47 per square foot. Because of the location of the Properties, the City will be able to use the Properties to assist in the development of the area within the RASP. Potential projects may include a transit oriented development, commercial, and public purpose.

Upon adoption of the accompanying Resolutions, and receiving approval of the PSA and authorization of the funding, the City will enter into escrow and pursue the acquisition and closing of the Properties.

ATTACHMENTS: Resolution
 Purchase and Sale Agreement

Report Prepared By: Maria M. Aliotti, Director of Community Services

BEFORE THE PITTSBURG POWER COMPANY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Pittsburg Power Company Resolution)
Authorizing the Use of Pittsburg Power Company)
Funds to Partially Fund a Purchase and Sale)
Agreement Between Contra Costa County and the) RESOLUTION NO. 19-
City of Pittsburg for Assessor Parcel Numbers)
088-171-037 and 086-214-025)

The Pittsburg Power Company DOES RESOLVE as follows:

WHEREAS, Contra Costa County (the "County") is the owner of two vacant parcels within the Railroad Avenue Specific Plan located on the northwest corner of Bliss Avenue and Harbor Street and on the northwest corner of California Avenue and Harbor Street, also known as Assessor Parcel Numbers ("APN") 088-171-037 and 086-214-025 respectively (collectively, the "Properties"); and

WHEREAS, in a letter dated October 17, 2017, the City offered to purchase the Properties for \$6.47 per square foot; and

WHEREAS, on March 5, 2018, the City received notification that the County will pursue the sale of the Properties to the City. The County and City negotiated the terms of the Purchase and Sale Agreement ("PSA") and have collectively prepared and propose to enter into the PSA.

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

Section 1.

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

Section 2.

The Pittsburg Power Company Board hereby authorizes the use of PPC fund balance to acquire APN 088-171-037.

Section 3.

The total cost of the purchase of the Properties is not to exceed \$650,000. PPC fund balance and the City's Local Traffic Mitigation Fund will fund the acquisition of the Properties. The anticipated acquisition cost includes the purchase price of the Properties of \$591,209 and related closing cost and miscellaneous cost that may be required for title clean up or environmental assessment, up to \$58,791.

Section 4.

The Executive Director is hereby authorized to execute any documents and take such further actions as may be necessary or appropriate to carry out the Pittsburg Power Company Board's obligations pursuant to this Resolution.

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Pittsburgh Power Company of the City of Pittsburgh at a regular meeting on the 19th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Garrett D. Evans, Executive Secretary

Parcel Number: 086-214-025 and 088-171-037
Project Name: Sale of Harbor/California and Harbor/Bliss
Project Number: 4660-6X4287

Grantee: City of Pittsburg
Address: 65 Civic Avenue
Pittsburg, CA 94565

**PURCHASE AND SALE AGREEMENT
BETWEEN
CONTRA COSTA COUNTY
AND THE
CITY OF PITTSBURG, CALIFORNIA**

This agreement ("**Agreement**") is entered into by and between Contra Costa County, a political subdivision of the State of California (hereinafter "**County**"), and the City of Pittsburg, California, a municipal corporation, (hereinafter "**City**").

RECITALS

- A. County is the owner of real property located at the corner of California Ave./Harbor St. and the corner of Bliss Ave./ Harbor St. in the City of Pittsburg, in Contra Costa County, California, and described on Exhibits A and B and depicted on Exhibits A-1 and B-1 attached hereto and incorporated herein by reference, (APN's 086-214-025, 088-171-037). The real property described in Exhibits A and B are referred to herein as the "**Property**."
- B. County has agreed to transfer ownership of the Property to the City subject to the terms set forth herein.
- C. City desires to acquire the exclusive right to purchase the Property at the agreed price and under the specific terms and conditions below.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Effective Date.** It is understood that this Agreement is subject to approval by the County's Board of Supervisors (the "**Board**") and the Pittsburg City Council

(the “**Council**”), and shall be effective when approved by both the Board and the Council (“**Effective Date**”).

2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, County agrees to convey and City agrees to purchase the Property subject to all existing easements, covenants, conditions, restrictions, reservations, and all other encumbrances, whether the same be recorded or unrecorded. The purchase price for the property shall be Five Hundred Ninety-One Thousand Two Hundred Nine dollars (\$591,209) (“Purchase Price”).

3. **Conditions to County’s Performance.** The County’s obligation to perform under this Agreement is subject to the following conditions:

- 3.1 City’s representations and warranties in this Agreement being correct as of the date of this Agreement, and as of the Close of Escrow.

- 3.2 City’s performance of all of its obligations under this Agreement.

If County determines that any of these conditions have not been met, County shall have the right to terminate this Agreement by delivering written notice to City and, if applicable, to the Escrow agent.

4. **Right of Entry.**

- 4.1 From and after the Effective Date of this Agreement and at all times until this Agreement is terminated or title vests in the City, City shall have the right at all reasonable times to enter on the Property for the purposes of the City, including but not limited to conducting soil and environmental tests, surveys, engineering studies and other examinations and investigations of the Property. City shall provide copies of reports from studies and other examinations upon request. In addition to the requirements in Section 5, City will defend, indemnify and hold County harmless against any damages, loss or liability or costs’ arising from City’s or City’s designated persons’ entry onto the Property,

including but not limited to attorney's fees and costs. City's defense and indemnity obligations in this Section 4.1 shall survive the expiration or termination of the Agreement.

- 4.2 City shall have forty-five (45) days within receipt of test results in which to decide whether to terminate this Agreement, at no cost to the City, or whether to continue with the purchase of the Property as set forth herein.

5. **Indemnity.**

- (a) City shall indemnify, defend, protect, and hold harmless County, its governing body, officers, employees, and agents from and against any and all third party claims for damages, losses, liabilities, costs, or expenses whatsoever (including attorney's fees and costs), whether direct or indirect, known or unknown, or foreseen or unforeseen, which arise after the Close of Escrow and are related to the actions of City, including City's activities on or its ownership or use of the Property.
- (b) County shall indemnify, defend, protect, and hold harmless City, its Council, officers, and employees from and against any and all third party claims for damages, losses, liabilities, costs, or expenses whatsoever (including attorney's fees and costs), whether direct or indirect, known or unknown, or foreseen or unforeseen, which arise before close of escrow and are related to the County's ownership or use of the Properties.
- (c) Each party's obligations hereunder shall survive the Close of Escrow.

6. **Escrow.** The City has opened an escrow account ("**Escrow**") with Old Republic Title Company ("**Title Company**"), whose address is 1000 Burnett Ave. Suite 400, Concord, CA 94520. The Title Company's Escrow Number is 0114000632-JQ. County and City shall each prepare and file escrow instructions as necessary with the Title Company in accordance with this Agreement.

- 6.1 Fees and Title Insurance. The City shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, the premium charged therefor.
- 6.2 County's Deposit into Escrow. Prior to the Close of Escrow, County will deliver into Escrow with the Title Company a Grant Deed, in recordable form and properly executed on behalf of County, in a form approved by County and City, conveying the Property to the City in fee simple absolute, subject to:
- 6.3 City's Deposit into Escrow. Prior to the Close of Escrow, the City shall deposit full Purchase Price.
- 6.4 Close of Escrow. Escrow shall close upon the conveyance of the Property to the City ("**Close of Escrow**"). The Close of Escrow is to occur no later than September 1, 2019. If the Close of Escrow does not occur on or before September 1, 2019 due to circumstances that are beyond the City's control, the City may request an extension which the County may not unreasonably limit or withhold. If the Close of Escrow does not occur on or before September 1, 2019 or the extended date, either party may elect to terminate this Agreement and any amounts deposited into Escrow by the City will be returned to the City, and neither party will have any further obligations to the other. On the closing date, the Title Company shall close Escrow as follows:
- a. Record the Grant Deed, marked for return to the City, care of its City Manager, which shall be deemed delivered to the City, and send a conforming copy to County, care of its Principal Real Property Agent;
 - b. Wire the Payment to the County in accordance with wire instruction provided by the County.
 - c. Issue the title policy, if requested to do so by the City;
 - d. Prorate taxes, assessments, and other charges, if any; and
 - e. Prepare and deliver to the County and to the City one signed copy each

Commented [MA1]: Will insert once prelim has been reviewed.

of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the County and the City, and retain all funds and documents pending receipt of further instructions from the County and the City.

7. **"AS IS" Condition of Property.** County hereby conveys the Property to City, and City hereby accepts the Property from County, at its own risk and in the Property's existing condition, "AS IS," with all faults. County has no obligation to improve, alter, secure, or make safe the Property, or to correct any hazardous, unsafe, or other conditions existing on any portion of the Property. County has no liability or obligation to City, for any injury to persons or damage to property arising out of or in connection with City's acquisition or use of the Property.
8. **Condition of Property.** County has no notice of any pending or threatened action or proceeding arising out of the condition of the Property or any alleged violation of any federal, state, or local environmental laws. Except as otherwise disclosed by County, to County's actual current knowledge, the Property is in compliance with all federal, state, and local environmental laws. Until the Close of Escrow or earlier termination of this Agreement, County shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true, immediately give written Notice of such fact or condition to City.
9. **Release** The City hereby releases and discharges County and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns, from any and all claims, demands, actions, causes of action, rights, obligations, damages and liabilities, losses, cost, expenses or compensation whatsoever that the City now has or that may arise in the future because of or in any manner related to this Agreement or arising from the condition of the Property, including any structures, the presence of any hazardous substance in or around the Property, the County's ownership of the Property, the City's acquisition of the

Property, or the present or future use of Property, except matters arising from the County's fraud or intentional misrepresentation. City knowingly waives the right to make any claim against the County for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides 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 SETTLEMENT WITH THE DEBTOR."

10. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the assignment, expiration, or termination of this Agreement, and shall not merge in the Grant Deed or other documents following the delivery and recordation of the Grant Deed or other documents.
- 11.. **Assignment and Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.
12. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager
Telephone: (925) 252-4850

County: Contra Costa County
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Principal Real Property Agent
Telephone: (925) 957-2456

or to such other addresses as County or City may respectively designate by written notice to the other. A notice shall be deemed given on the date of delivery if given by personal delivery, on the next business day if sent by overnight carrier, or on the fifth day following the postmark date if given by First Class U.S. Mail.

13. **Entire Agreement.** The parties have herein set forth the whole of their agreement.
14. **Termination.** A party may terminate this Agreement by providing written notice of termination to the other party at the address listed in Section 12 (Notices). This Agreement shall be deemed terminated on the date when the notice of termination is deemed given under Section 12.
15. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement, and their respective counsels, have read and reviewed this Agreement, and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement. Nothing in this Agreement is intended nor shall it be construed to create rights inuring to the benefits of third parties.
16. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts, and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent

and purpose of this Agreement.

17. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.
18. **Amendments and Assignments.** All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both the County and the City. The City may not assign this Agreement without the prior written consent of the County.
19. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
20. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page left blank. Signatures on next page.]

COUNTY

CITY

CONTRA COSTA COUNTY, a political
subdivision of the State of California

City of Pittsburg, a municipal
corporation

By _____
Brian M. Balbas
Public Works Director

By _____
Garrett D. Evans
City Manager

Date: _____
(Date of Board Approval)

Date: _____

RECOMMENDED FOR APPROVAL:

Attest:

By _____
Karen A. Laws
Principal Real Property Agent

By _____
Alice Evenson
City Clerk

By _____
Jann Edmunds
Associate Real Property Agent

Approved as to form;

By _____
Donna Mooney
City Attorney

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By _____
Deputy County Counsel

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

JE:mc/sn
G:\realprop\SR4@RailroadAve\Sale of Surplus\PSA 012919 FINAL.doc

Exhibits "A" and "B"
Legal Descriptions

Excess Right of Way
Harbor St. & Bliss Ave.
APN 088-171-037

Exhibit "A"

Real property in the City of Pittsburg, County of Contra Costa, State of California, being a portion of Lot 3, Block 1 as shown on the Official Map of Camp Stoneman, filed June 28, 1966 in Book 111 of Maps at Page 36, also being a portion of the parcel of land described in the Grant Deed(s) to Contra Costa County recorded October 8, 2001 as Doc-2001-0301921-00 and Doc-2001-0301922-00, Official Records of said County described as follows:

Beginning at a point on the south line of Parcel CM-21 conveyed to Anthony Ruggiero, et.al. in the deed recorded March 22, 1962 in Book 4081 of Official Records at page 105, at the southeast corner of Parcel 2 described in the deed to Gerold Sacher, et.al. recorded May 27, 1976 in Book 7878 Official Records page 455, said point also being the southeast corner of Parcel B of Subdivision PMS 7910 filed January 16, 1980 in Book 83 of Parcel Maps at page 44; thence along the east line of said Parcel B, North 17°42'14" East 284.00 feet to the southerly line of Parcel 13 described in the grant deed to the State of California recorded May 20, 2014 as Document No. 2014-0081979; thence along said southerly line the following two courses: 1) South 73°55'09" East 321.97 feet; 2) South 47°58'25" East 68.67 feet to a point on the westerly line of Parcel 4 described in the grant deed to the City of Pittsburg recorded January 22, 2008 as Document No. 2008-0012386; thence along said westerly line the following two courses: 1) southwesterly along a non-tangent curve, concave to the northwest, a radial to said point bears South 46°20'24" East 609.95 feet, through a central angle of 11°24'06" an arc distance of 121.38 feet; 2) South 55°03'43" West 49.73 feet to the westerly right of way line of Harbor Street; thence along said westerly line the following two courses: 1) South 74°42'47" West 28.28 feet; 2) along a non-tangent curve, concave to the southeast, a radial to said point bears North 15°17'13" West 450.00 feet, through a central angle of 20°01'49", an arc distance of 157.32 feet to the direct extension South 72°17'46" East of the south line of said Parcel CM-21; thence North 72°17'46" West along said extended line 152.46 feet to the point of beginning.

Containing an area of 83,183 square feet of land, more or less.

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

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

Signature: *James A. Stein*
Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 3/5/2018

G:\Surveys\Legals\Exhibits2018\Excess Right of Way to Pittsburg at Harbor & Bliss.docx
JS: March 5, 2018



1"=100'



EXHIBIT "A"

Parcel 1 (Fee):

PORTION OF APN: 086-214-025

Being a portion of the lands described in the FINAL ORDER OF CONDEMNATION: Contra Costa County, a political subdivision of the State of California, Plaintiff, VS. PHILIP T. LUCKING and APRILE L. LUCKING, as Trustees of the LUCKING FAMILY TRUST, dated October 18, 1994, DOES ONE THROUGH TWENTY; and all other persons unknown claiming an interest in the property, defendants, in THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, Contra Costa County; recorded on February 21, 2003 as Document No. 2003-0082244, records of Contra Costa County, lying within the City of Pittsburg, County of Contra Costa, State of California, more particularly described as follows:

Lots 185 and 186 of the Map of High School Village according to the map thereof, filed September 30, 1942, in Map Book 26, Page 907, Contra Costa County records, situated in the City of Pittsburg, County of Contra Costa, State of California.

EXCEPTING THEREFROM that portion granted to the City of Pittsburg per the document recorded January 22, 2008, as Document No. 2008-0012386, records of Contra Costa County, described as follows;

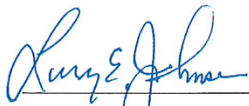
COMMENCING at the southwesterly corner of Lot 186 of High School Village, according to the map thereof, filed September 30, 1942, in Map Book 26, Page 907-910, Contra Costa County records; thence along the southwesterly line of said Lot 186, South 72°17'46" East, 8.211 meters to the beginning of a tangent curve to the left and the **TRUE POINT OF BEGINNING**; thence leaving the southwesterly line of said Lot 186, and running easterly along the arc of said last mentioned curve, having a radius of 18.000 meters, through a central angle of 90°00'00", an arc distance of 28.274 meters

to the southeasterly line of Lot 185 as shown on said map of High School Village;
thence along the southeasterly line of said Lots 185 and 186, South $17^{\circ}42'14''$ West,
11.904 meters to the beginning of a tangent curve to the right; thence westerly along
the southerly line of said Lot 186 and along the arc of said last mentioned curve, having a
radius of 6.096 meters, through a central angle of $90^{\circ}00'00''$, an arc distance of
9.575 meters; thence along the southwesterly line of said Lot 186, North $72^{\circ}17'46''$
West, 11.904 meters to the **TRUE POINT OF BEGINNING**.

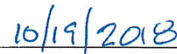
Containing 761.279 square meters, more or less.

Bearings and distances used in the above descriptions are based on the California
Coordinate System of 1983, Zone 3. Multiply distances shown by 1.0000639 to obtain
ground level distances.

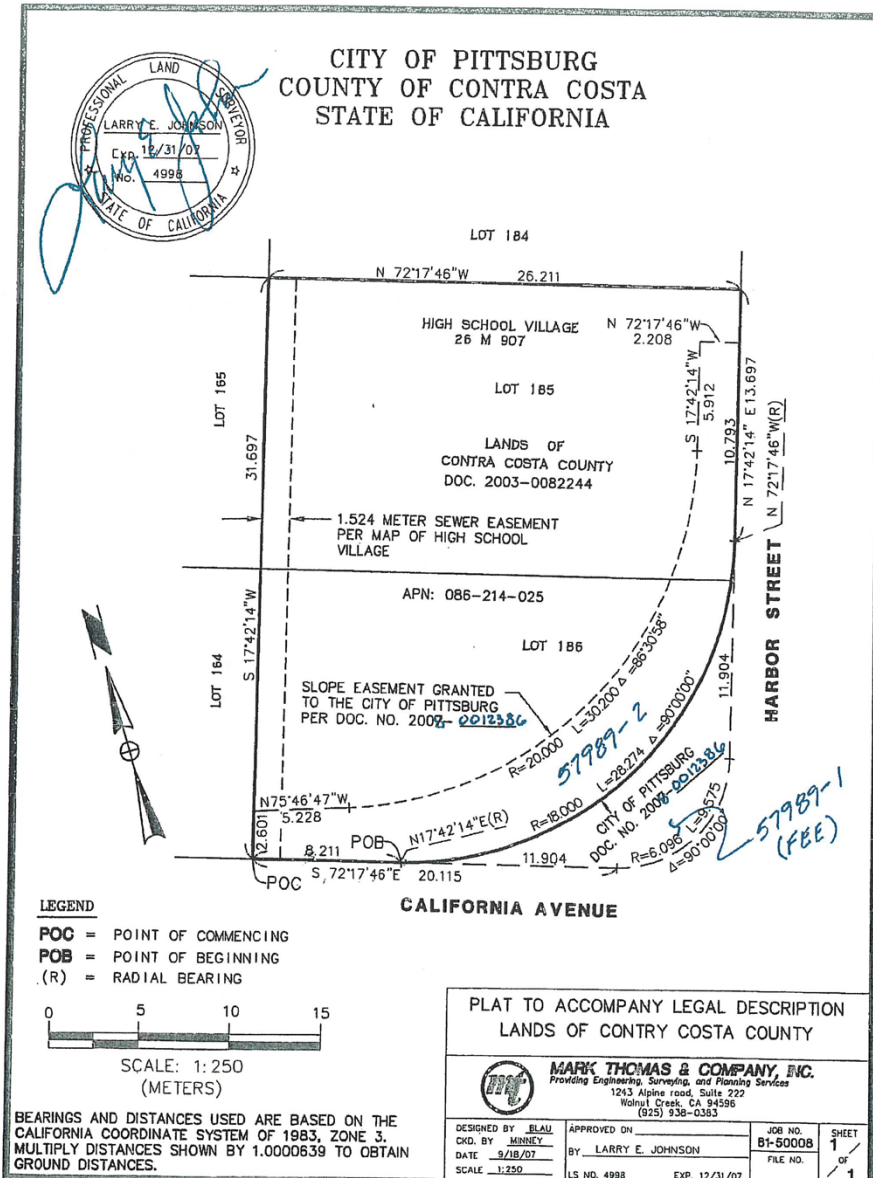
This real property description has been prepared by me, or under my direction, in
conformance with the Professional Land Surveyors Act.



Larry E. Johnson
Licensed Land Surveyor
California No. 4998



Date





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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: By Minute Order, Select Commission Appointments to Vacancies on the Community Advisory Commission, Planning Commission, and Library Commission

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

Four openings exist on the Community Advisory Commission and four openings exist on the Planning Commission. One opening exists on the Library Commission. The City has advertised for all openings and received applications for all Commissions. All applicants were invited to interview with the City Council on February 4, and 14 applicants total were interviewed at that time. Two applicants asked to be interviewed on February 19 prior to the meeting.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends appointment of eligible candidates to the Community Advisory Commission, Planning Commission, and Library Commission.

BACKGROUND

Staff has advertised for all vacancies and received applications. Seven applications were received for the Community Advisory Commission. The terms will expire on February 28, 2021.

14 applications were received for the Planning Commission. The terms will expire on February 28, 2021.

1 application was received for the Library Commission. The term will expire on June 30, 2020.

SUBCOMMITTEE FINDINGS

This item was not presented before a subcommittee.

STAFF ANALYSIS

On February 4, 2019, the City Council reviewed four applications for appointment to the Community Advisory Commission. On that date candidate interviews were held. Seven candidates were in attendance and were interviewed. There are four vacancies. The candidates are:

Elaine Bruce (to be interviewed February 19)
Arlene Kobata (aka Siu Ling)
Dennisha Marsh (incumbent)
Ricky Mena
Christopher Moreno (incumbent)
Veronica Pope (incumbent)
Annette Ramirez

On February 4, 2019 the City Council reviewed 11 applications for appointment to the Planning Commission. On that date candidate interviews were held. 11 candidates were in attendance and were interviewed. There are four vacancies. The candidates are:

Elaine Bruce (to be interviewed February 19)
Michael Caliguire
Wolfgang Croskey
Durie Foster, Jr. (incumbent)
Shannon Hernandez
Mark Linde (incumbent)
Chris Moreno
Trinh Nguyen
Henry Odiase
Elissa Robinson (incumbent) (to be interviewed February 19)
Anna Christina Sutu-Wallar (not present for interview)

On February 4, 2019 the City Council reviewed 1 application for appointment to the Library Commission. On that date candidate interviews were held. 1 candidate was in attendance and was interviewed. There is one vacancy. The candidate is:

Zelda LeFrak-Belleci

ATTACHMENTS: Commission Applicants

Report Prepared By: Alice E. Evenson, City Clerk

COMMUNITY ADVISORY COMMISSION



**CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION**

Name of Commission: Planning or Community Advisory
Name: Elaine Bruce
Address: 2000 Dr. Pittsburg
Email: elaine.bruce@gmail.com
Telephone: Residential: Business:

Professional or Technical Experience: 20 plus years in commercial insurance industry. Evaluate risk, investigate fraud, manage staff of 24 employees.

Why are you interested in serving on this commission? want to contribute to my community in a positive way. Represent the community interest(s).

Other Community Activities or Organizations in which you participate: n/a

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No
Daytime Meetings Yes No X

Elaine Bruce
SIGNATURE

Elaine Bruce
PLEASE PRINT NAME

Jan 11, 2019
Date



CITY CLERK

JAN 15 2019

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Community Advisory Commissioner

Name: Arlene Kobata (aka Siuling)

Address: 11111 11th Ave, Pittsburg CA 94565

Email: arlene.kobata@gmail.com

Telephone: _____ Residential: 708-222-1111 Business: _____

Professional or Technical Experience: Customer relations, community admin of the largest cycling site in the world, neighborhood watch, 2 community facebook pages for Pittsburg

Why are you interested in serving on this commission: I'd like to be able to help my neighbors and fellow citizens in keeping them informed, empowering them to make a difference with open communications with city leaders

Other Community Activities or Organizations in which you participate: Other than listed above, homeless food program volunteer, community festival volunteer

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes ☒ No ☐
Daytime Meetings Yes ☒ No ☐

Arlene Kobata
SIGNATURE

Arlene Kobata
PLEASE PRINT NAME

1/15/19
DATE



CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: CAC

Name: Dennisha A Marsh

Address: Pittsburg CA 94565

Email: _____

Telephone: _____ Residential: _____ Business: _____

Professional or Technical Experience: CAC, Racial Justice Taskforce,

DAC, Site Council, PAAACT, Cisco Systems, MD Office of Attorney General

Why are you interested in serving on this commission: I was born & raised
here, and I believe giving back and helping my
community grow

Other Community Activities or Organizations in which you participate: CDBG, Measure P,
DAC, PAAACT, Pittsburg Unified School District Bond Oversight

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ____
Daytime Meetings Yes 2 No ____


SIGNATURE

Dennisha A Marsh
PLEASE PRINT NAME

DATE 12/12/18



CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: COMMUNITY ADVISORY COMMISSION

Name: RICKY MENA

Address: 94565

Email: 20.ORG

Telephone: Residential: Business:

Professional or Technical
Experience:

AM THE CURRENT CEO OF "HEART OF A HERO"
NONPROFIT WORKING DIRECTLY WITH THE PUBLIC AND OTHER ORGANIZATIONS
TO BETTER THE LIVES OF SICK AND DYING CHILDREN. ALSO PREVIOUSLY
WORKED 9 YEARS WITH THE CITY OF PITTSBURG WORKING DIRECTLY WITH
PITTSBURG CITIZENS.

Why are you interested in serving on this
commission?

I WOULD LOVE TO BRIDGE THE
GAP BETWEEN CITY OFFICIALS AND CITY CITIZENS TO BRING
A BETTER UNDERSTANDING OF WHAT NEEDS TO BE DONE AND
CAN BE DONE TO BETTER THE CITY OF PITTSBURG FOR EVERYONE.

Other Community Activities or Organizations in which you
participate:

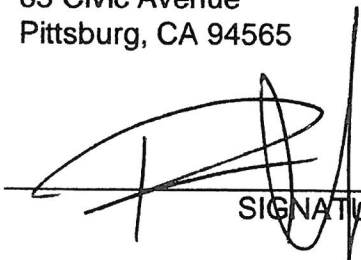
I AM FULLY DEDICATED TO
THE NONPROFIT AND WORK WITH DOZENS OF ORGANIZATIONS TO ACHIEVE THE
GOALS OF OUR MISSION STATEMENT.

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:

Evening Meetings Yes ☒ No ☐

Daytime Meetings Yes ☒ No ☐


SIGNATURE



CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Preference is Planning but very willing to serve on Community Advisory

Name: Christopher Moreno

Address _____

Email: C _____

Telephone: _____ Residential: _____ Business: 214-711-1111

Professional or Technical Experience: Large Scale Business Operations Management
Small Business Owner / Financial Services / Insurance / Construction / Technology

Why are you interested in serving on this commission: My interest is to serve my community
to the best of my ability to make it a better place for all to live, work, play, and own a business.

Other Community Activities or Organizations in which you participate: _____

Community Advisory Commission / DOW Cap / Chamber Of Commerce Exec Board

RETURN TO:
City Clerk's Office
City of Pittsburgh
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes x No ____
Daytime Meetings Yes x No ____

Chris Moreno
SIGNATURE

Chris Moreno
PLEASE PRINT NAME

12/06/2018
DATE



CITY CLERK
DEC 14 2018

**CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION**

Name of Commission: _____

Name: Veronica Pope

Address: _____

Email: pu

Telephone: _____ Residential: 9 _____ Business: 1-212-200-1234

Professional or Technical Experience: CEO of a community-based
Organization Serving at risk - youth through mental Health Services.

Why are you interested in serving on this commission: I am interested in
Serving on this Commission, because it offers opportunities
and ways to be apart of "something Big" in the fine
City of Pittsburgh CA.

Other Community Activities or Organizations in which you participate: People Who Care (PWC)
and Success Through Self (STS)

RETURN TO:
City Clerk's Office
City of Pittsburgh
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes ☒ No ☐
Daytime Meetings Yes ☐ No ☐

Veronica Pope
SIGNATURE

Veronica Pope
PLEASE PRINT NAME

DATE 12-13-18



CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Community Advisory Commission

Name: Annette Ramirez

Address: 112 - 11th St. N. J. 15110 45

Email: annette.ramirez@pittsburghpa.gov

Telephone: Residential: 11 ^{cell} Business: 11

Professional or Technical Experience: Please see attached document.

Why are you interested in serving on this commission: Please see attached document.

Other Community Activities or Organizations in which you participate: Please see attached document.

RETURN TO:
City Clerk's Office
City of Pittsburgh
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No
Daytime Meetings Yes No X

Annette Ramirez
SIGNATURE

Annette Ramirez
PLEASE PRINT NAME

DATE 1-15-2019

Application for Citizen Participation Commission

Annette Ramire: _____

Professional or Technical Experience:

As a wife and mother of two (14 and 8), I wear multiple hats. I am responsible for my entire family dynamic by ensuring each person does their best and our day goes according to plan. In addition, I am bilingual in both English and Spanish and work as a Nutrition Assistant in my current day job. At 15 years old, I was trained by MECHA (Movimiento Estudiantil Chicano de Aztlan) and organized a walk out for my Middle School, in opposition for a proposition for cutting funds toward Public Education. I have been a staple advocate within my community since 1996.

In 2004 I was hired by STAND! Against Domestic Violence. As a Domestic Violence liaison and case worker, I familiarized myself with local agencies and services available in Contra Costa County to better serve my clients. I encouraged and supported women, men and their families with getting to a safe place. In addition, I accompanied them to court hearings, assisted with filing for a restraining orders, custody and divorce documents.

For the past 10 years I have been employed by Contra Costa County . I worked with the Financial Counseling department for 5 years assisting clients to apply for Basic Adult Care coverage. I also assisted with appealing denial letters, referred and connected clients with specific services needed to improve their quality of life.

Currently I am working for the Women Infants and Children Program (WIC) in the Pittsburg Health Center. We offer Nutrition Education; Breastfeeding Education and support; referrals to local agencies for housing, Cash Aid & Food Stamps, legal counsel, and child engagement ; and lastly evaluation programs, such as First 5 of Contra Costa which help to improve our participants quality of life.

Working with these agencies has helped me continue to be involved within my community. I have the ability to stay connected and strengthen my relationship with the local health providers within Contra Costa County. Together we can reach and empower more families by continuing to provide them with the services they might need in their local area.

Why are you interested in serving on this commission?

For the last few years I have been more involved within my community. I have been encouraged to apply for this position by colleagues who have seen me in action and have seen me make positive changes and improvements that I turn to and look to for support.

I am ready to become a voice for my peers and neighbors to improve our city, our quality of life, as well as have the ability to connect our schools, businesses and recreation parks together so we can maximize our potential as a community. Empowering others is my passion and I have faith that this is going to be a great year for all of us.

Other Community Activities or Organization in which you participate:

Currently I am part of Alliance of Californians for Community Empowerment West Pittsburg for Progress , a local chapter which is a community run organization in the West Pittsburg (Bay Point). As residents and neighbors we advocate for our community. This includes local parks, the Ambrose pool, street safety, community events, health fairs, and school programs. We work closely with the Ambrose Recreation and Parks District Board, City of Pittsburg; specifically, Joe Sabranti (now retired) and Mr. Pete Longmire. Also, we work side by side with the Contra Costa County Supervisors Office, Public Works Department, Mount Diablo Unified School District, and local business owners. We advocate and encourage supporting local business and focus on brining youth activities back to our community.

I am also part of Educate Our State, which is a Parent-led organization. We focus our efforts to fund public schools. I also organized and distributed information to gather local teachers and families part of East Contra Costa County to join our efforts state wide.

I also pride myself in being a liaison within my community. I enjoy keeping my eyes and ears open to help report concerns and questions about our city. I am also an avid user of the GoRequest app; which I believe I hold the record for number of issues reports, tracked & completed!

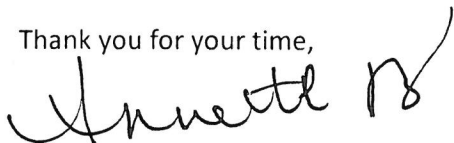
In addition, I am working closely with Mr. Paul Reindeers in hopes of getting a speed bump installed on Hanlon Way in front of Willow Cove Elementary. My 8 year old daughter and I went door to door informing residents of the services available to them to improve street safety and collected signatures to make this petition valid.

Working with the school Principle and Vice Principle, we continue to brainstorm ideas to maintain a safe drop off and pick up zone at Willow Cove Elementary. Every morning before heading off to work, I ensured children arrived safely to school by volunteering for the last 3 years as a safety traffic controller and created a team among the school staff and other parents. In addition, I am a proud parent chaperone on school field trips and enjoy volunteering my time to assist with school events, as well as the After School Program Health Night.

Conclusion:

I am truly excited to be submitting this application and I hope you allow me to become an official part of The City of Pittsburg team with efforts to improve the quality of life for my family, friends and all my neighbors.

Thank you for your time,

A handwritten signature in black ink, appearing to read 'Annette K. Ramirez', with a stylized flourish at the end.

Annette K. Ramirez

FILED - OCT 24 2025

January 17, 2019

To whom it may concern;

I had the pleasure of working with Annette Ramirez in our outreach efforts to fund our public schools (through the parent-led, all-volunteer organization Educate Our State). I was immediately impressed with Annette's positive energy, and with her ability to organize and communicate with her community. Subsequently I was also inspired with her work in Pittsburg regarding community clean up and the local pool. Annette Ramirez would be a real asset to the Community Advisory Commission.

Please feel free to contact me if you need further information.

Katherine Welch

Chair, Educate Our State Leadership Center

(415)786-7663

Venita Cowlah
Country Costa County
Health Services
Financial Counseling Dept.
PFSS Supervisor

January 17, 2019

Community Advisory Commission:

Good day. My name is Venita Cowlah. I am recommending Annette Ramirez for the Voluntary Community Advisory Commission Position.

I have had the pleasure of working with Annette for a number of years with CCC. I Supervised Annette in the Financial Counseling Department. Annette is a passionate, organized, efficient young lady. She is a go-getter. She see's a need and fills it. She doesn't ask how or why, she looks for solutions and she takes the task on, even if she does not have anyone to assist her. She is also very 'teachable.' If you give Annette a task or instructions on how to do a task, you do not have to worry about it being done. She will do it and she will do it well..

Annette is not only an excellent employee, she is a very focused and active community advocate. Again, she sees a need and takes action. She has been responsible for community park clean-ups and re-openings. She has made sure that lights that are non-operable and causing a safety hazard are fixed. She also has started petitions to take action on obtaining speed bumps in needed areas. These are just a few of the actions she has taken as she sees a need to be filled to make her community a better place.

With all these activities, she is also a wonderful wife to her loving husband and an awesome Mom to her Freshman in High School son as well as her beautiful 8 year old daughter, who are both very active in their schools.

I highly recommend Annette for the Voluntary Community Advisory Commission seat. She will be a great asset and a smart and valuable addition to your team.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Venita Cowlah', with a long horizontal line extending to the right.

Venita Cowlah

January 17th, 2019

To whom it may concern:

On behalf of First 5 Contra Costa and the East County Regional Group, it is my pleasure to write this letter of support for Annette Ramirez for the Community Advisory Commission with the City of Pittsburg.

The East County Regional Group (ECRG), sponsored by First 5 Contra Costa, is a volunteer advocacy group of low-income parents in East Contra Costa working to create healthy, safe, and equitable communities for children and families. Annette has been a valued community partner in Pittsburg, particularly with championing quality parks, meaningful community engagement, and optimal outcomes for children.

Annette has demonstrated unwavering commitment and leadership on behalf of the Pittsburg community. She engages effectively in public meetings, serves as a liaison to residents, stays informed about community trends and resources, and is ready to work wherever needed on behalf of the community. Annette has been an invaluable asset to our work. She is reliable, accountable, energetic, collaborative, and a trusted, respected member of the community.

First 5 Contra Costa and the East County Regional Group have benefited greatly from Annette's partnership in our projects. Annette Ramirez's unparalleled contribution and passion for creating a positive, healthy and equitable Pittsburg make her an ideal candidate for the Community Advisory Commission.

Please do not hesitate to contact me if you have any questions.

Thank you,

Rhea Elina Laughlin
Community Engagement Program Officer

January 17, 2019

To Whom It May Concern:

I am writing to express support for Annette Ramirez's appointment to the Community Advisory Commission (CAC) for the City of Pittsburgh. Annette is a tireless advocate with deep roots in the community. In my experience working with Annette to advocate for park improvements in Pittsburgh and Bay Point, I have seen her work persistently for months and years to ensure that improvements are made and residents' needs are met. She presents her case to decision-makers respectfully, clearly, and with the support of personal stories and examples highlighting the lived experiences of residents.

Ms. Ramirez's extensive knowledge of the services and programs available to Pittsburgh residents, and her years of work promoting and advocating for them, make her an excellent candidate for the CAC. She has a strong reputation in the community for bringing the voices of residents, especially children and families, to public decision-making. Her close ties to multiple sectors of the Pittsburgh community would bring a fresh perspective and be a valuable resource for the Commission and for the City.

I enthusiastically recommend Annette Ramirez for the CAC. Please do not hesitate to contact me if you would like to discuss this matter further.

Sincerely,

Ali Uscilka

Director, Healthy & Active Before 5

LIBRARY COMMISSION



CITY CLERK

DEC 18 2018

**CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION**

Name of Commission: C.C. Library Commission

Name: Zelda LeFrak - Belleci

Address: 1414 1st St. N. Pittsburgh, CA 94565

Telephone: Residential: 925 1111 Business: 925 1111

Email address: zelda.lefrak@gmail.com

Professional or Technical Experience: Taught in Calif. Public Schools for 41 years. I have a masters degree in Curriculum Development w/ an emphasis in Children's Literature. I consult around the U.S.A. - teaching teachers to use the arts to extend and enrich the core curriculum.

Why are you interested in serving on this commission?

I am a regular user of the C.C.C. Libraries. I believe educated readers undergird America's democracy.

Other Community Activities or Organizations in which you participate: I sit on the Board of Pittsburg Economic & Development Corp; Presidio Village Sr. Housing; sustaining member of Pittsburg Comm. Theater

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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:

Evening Meetings Yes ☒ No ☐

Daytime Meetings Yes ☒ No ☐

prefer

Zelda LeFrak - Belleci
SIGNATURE

Zelda LeFrak - Belleci
PLEASE PRINT NAME

Dec 11, 2018
Date

PLANNING COMMISSION



CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Planning or Community Advisory
Name: Elaine Bruce
Address: Dr. Pittsburg
Email: elaine.bruce@pittsburgca.gov
Telephone: Residential: 916.436.1234 Business: 916.436.1234

Professional or Technical Experience: 20 plus years in commercial insurance industry. Evaluate risk, investigate fraud, manage staff of 24 employees.

Why are you interested in serving on this commission? Want to contribute to my community in a positive way. Represent the community interest(s).

Other Community Activities or Organizations in which you participate: n/a

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Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No
Daytime Meetings Yes No X

Elaine Bruce
SIGNATURE

Elaine Bruce
PLEASE PRINT NAME

Jan 11, 2019
Date



CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Planning Commission

Name: Michael Caliguire

Address: _____

Email: _____

Telephone: _____ Residential: _____ Business: _____

Professional or Technical Experience: See statement of Qualification

Why are you interested in serving on this commission: I live in this community and I believe in community involvement, I want to give back to my city.

Other Community Activities or Organizations in which you participate: Volunteer @ Alameda Food bank with USCG

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Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes ☒ No ☐
Daytime Meetings Yes ☒ No ☐
sometimes -
when planned in advance

Michael Caliguire
SIGNATURE

Michael Caliguire
PLEASE PRINT NAME

22 Dec. 2018
DATE

STATEMENT OF QUALIFICATION

I am a Field Supervisor at Patriot Environmental Services with 17 years of experience in the Environmental field as a Reservist with the USCG Pacific Strike Team. As field supervisor, I devise cleanup and booming strategies, coordinate and oversee field personnel, select proper equipment, ensure maintenance of equipment, complete safety records, progress reporting, shipping and other documentation associated with project completion. Patriot relies upon the high quality of my record-keeping and project documentation to ensure compliance with ICS and other reporting standards. My accomplishments include safely and effectively managing more than 90 different environmental services projects with scopes of work involving industrial cleaning, pumping and vacuuming operations, waste packaging and disposal, emergency spill response and contaminated soil and/or debris removal.

As a member of the USCG Pacific Strike Team, I have extensive training and experience in HazMat operations and now am in the Training Division at the Pacific Strike Team where in addition to participating in environmental incident responses, I teach classes including ICS training, HAZWOPER, Confined Space Training, how to use equipment like containment boom, prime movers, various pumps and more. Examples of my work include...

Oil Spill Preparedness & Response

Team Lead (Patriot), Chevron Pipeline Hydro Testing, Conducted site walks to identify boom placement to protect waterways, ensured safety compliance with OSHA and Chevron standards, prepared project reports, managed onsite personnel and ER equipment, ensured preparedness in the event of an unexpected release, responsible for project schedule and budget management

Liaison/Incident Command (Patriot), Refugio Oil Spill, Coordinated operations between Patriot, USCG Pacific Strike Team and CA Department of Fish & Wildlife, coordinated SCAT Teams, oversaw oiled animal recovery and transfer to Fish & Wildlife, primary responsibility for all ICS documentation for response effort, conducted photo documentation of response operations. Scheduled SCAT Teams, wrote equipment purchase requests for Patriot.

Safety Officer (Strike Team), Davy Crockett Response, conducted daily safety meetings, contractor oversight, ensured compliance with OSHA safety standards, developed containment booming strategies during salvage operations on the Columbia river, responsible for response documentation according to ICS standards

VOSS Team Lead & Contractor Oversight for Oil Skimming Operations (Strike Team), Deepwater Horizon - Oil Spill Response - VOSS Operations, Site Safety, Contractor Oversight, Directing Oil Skimming Operations from both Helicopter and Fixed Wing Aircraft

SCAT Team Leader (Strike Team), Cosco Busan - Oil Spill Response - Angel Island & Alcatraz AOR, conducted Aerial Observation of AOR,

Hurricanes and Natural Disasters

Damage Assessment Recovery Team Lead (Strike Team), Hurricanes Harvey (TX) and Irma (FL), oil and hazardous material removal operations, responsible for assessment and data integrity of over 1500 targets, maintained records and enforced safety standards, ensured safety of all responders and public, coordinated booming operations with US EPA and civilian OSROs, conducted photo documentation of response operations.

Pollution Threat Assessment (Strike Team), Hurricane Sandy, conducted HazMat and Pollution mitigation across New Jersey and New York AOR. Worked with NJ State Troopers, Marine Division, and OSRO contractor assets to effectively identify, mitigate and monitor removal of HazMat targets that presented a threat to the environment.

Terrorist Response

Terrorist Threat Assessment and Prevention Responder (Strike Team), Democratic National Convention (2010), trained US EPA on use of Chlorine kits to disable terrorist devices, used areaRAEs and multiRAEs for leak detection, referred positive findings to FBI, maintained preparedness to respond in case of a terrorist event.

Air Monitoring and Site Safety (Strike Team), World Trade Center, worked in AOR with NYPD, Port Authority and US EPA, implemented decontamination of personnel and vehicles leaving WTC site, performed daily maintenance and calibration of air monitoring equipment, monitored personnel time in field, performed cost documentation.

Education / Training

- FEMA - ICS (Incident Command System) 100, 200, 210, 301, 700, 800
- US EPA - 40 hour HAZWOPER
- OSHA - 8 hour Annual Refresher
- Whitewater Rescue Institute's Swiftwater Spill Response Technician
- NOAA – Shoreline Cleanup Assessment Team (SCAT)
- USCG - Confined Space Safe Practices, Intro to Observing Oil from Helicopters & Planes
- USCG - Sexual Harassment, Sexual Assault Prevention Response

And assorted other related USCG safety training: Hearing Conservation, Respiratory Protection, Heat Stress, Eye and Face Protection, Substance Abuse Prevention, Suicide Prevention, Workplace Violence, Blood Borne Pathogen Awareness, First Aid & CPR

Michael A. Caliguire
Field Supervisor

Education:

H.S.D., Cordova High School
Rancho Cordova, Ca.
College of Marin, Novato, Ca.

Years of Experience: 20

Health and Safety Training:

40-Hour OSHA 29 CFR 1910.120
8-Hour OSHA Annual Refresher
Field Testing Course
24 Hr Confined Space Entry Safe Practice
Incident Command (ICS)
First Aid and CPR Training

Registration and Certification:

Class A DL w/ Haz and Tank Endorsement
49CFR 172.704 Hazmat32 Hour HazCat®

140 Hour Haz Mat Technician Training, Inc.

Experience and Qualifications:

I am a field supervisor with eighteen years of experience in the USCG environmental field. U.S. Coast Guard Pacific Strike Team. I am currently positioned at the branch office at Patriot Environmental Services in Richmond, Ca. where I serve as the main contact in that region for client services. My duties are oversight of bay area services and projects, including the management of ordering all the safety material and PPE for this office. I am also responsible for the maintenance and repair of emergency response equipment staged in that location, including all, response boats, light equipment (generators, compressors, pressure washers), and containment boom and drum skimmers.

As a field supervisor I have been primarily engaged in projects that require the cleanup, handling, transportation, and disposal of hazardous materials/waste. In this regard I am responsible for devising cleanup strategies, and boom strategies, coordinating and overseeing field personnel, selecting proper equipment and completing safety records, progress reporting, shipping and other documentation associated with project completion. My accomplishments include safely and effectively managing more than 90 different environmental services projects with scopes of work involving industrial cleaning, pumping and vacuuming operations, waste packaging and disposal, emergency spill response and contaminated soil and/or debris removal.

I possesses a broad based background with respect to hazardous waste and site remediation and restoration operations. This background includes working in a variety of different settings, addressing a wide range of situations as well as the subsequent restoration of sites disturbed in the course of conducting site remediation. His know how includes all types of personnel protective equipment, including level A and B supplied air systems, heavy equipment operations, confined space entry.

Training/Certifications –

- *Tactical Boat Handling and Boat Operations
- * USEPA HAZWOPER Certification
- * USCG Confined Space Safe Practices Training

Experience -

USCG Pacific Strike Team June 2001 - present
Machinery Technician and Hazmat Responder. Primary responsibilities include maintaining readiness for environmental HAZMAT

responses, maintaining and servicing PST response equipment and responding to environmental incidents.

- Responded to oil spill threats from sunken vessels, drums and cylinders due to hurricanes Sandy and Isaac. For Sandy response, participated in pollution and HAZMAT mitigation across the New Jersey AOR. Collaborated with local stakeholders in Amboy, Atlantic Highlands, Edison, Sandy Hook and Sea Bright. Used CG, NJ State Trooper Marine Division and OSRO contractor assets to effectively identify, mitigate and monitor the removal of over 257 vessel and HAZMAT targets.
- Maximized OSRO mitigation activities through close scrutiny of contractor dailies, creation of thorough 214 documentation and utilization of GPS tagged photo-documentation.
- Recognized, evaluated and controlled a variety of hazards while on incidence response. Provided support and oversight to organizational entities within the Incident Command structure.
- Communicated with various levels (manage responders, brief command, collaborate with contractors and external governmental agencies and response organizations).
- Participated in tactical and planning meetings for salvage operations (e.g. DAVY CROCKETT, Hurricane Sandy, Tug WENONAH)
- Conducted aerial over flights of Lake Pontchartrain, the Mississippi River AOR, and the Gulf of Mexico for Hurricane Isaac oil spill assessment and to create photo documentation.
- Assessed incident and planned boom placement for DAVY CROCKETT and Hurricane Sandy responses. Successfully deployed booms for oil containment.
- Familiar with various state and federal regulatory requirements including CFR, USCG, NIOSH, EPA, and ICS.
- Ensured safety standards were followed and ensured all proper PPE was donned, including hard hats, safety toe boots, hearing/eye protection, dry suits and cold weather gear for various responses.
- Performed broad safety oversight for numerous incidents to include development and review of IAP for safety implications and provided safety advice for assigned responders, often conducted morning safety briefings of responders, reviewed and approved medical plans, provided regular briefing of incident command on safety issues and concerns.
- Reviewed contractor personnel performance and resolved personnel issues including interpersonal conflicts

Key Projects:

World Trade Center Response – Site safety and Air Monitoring

Deep Water Horizon Oil Spill – Oil Skimming Operations

Inspecting and repairing boom and oil skimming equipment.

Oil Skimming operations at the source of the oil spill.

Hurricane Sandy Response -

Participated in oil spill response in the Dominguez Channel where the source of the spill was under dispute. Worked with contractors to

use techniques such as remote cameras and oil fingerprinting to find and definitively identify the source. Performed quantification and

made disposal recommendations to mitigate spill damage.

USCG -Search and Rescue and Small Boat operations at Coast Guard Station Vallejo, Ca.

Performed various Law enforcement operations and Tactical Boat driving skills.

• Assessed incident and planned boom placement for DAVY CROCKETT and Hurricane Sandy responses. Successfully deployed booms for oil containment.

• Familiar with various state and federal regulatory requirements including CFR, USCG, NIOSH, EPA, and ICS.

• Ensured safety standards were followed and ensured all proper PPE was donned, including hard hats, safety toe boots, hearing/eye protection, dry suits and cold weather gear for various responses.



**CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION**

Name of Commission: Pittsburg Planning Commission

Name: Wolfgang Croskey

Address: _____

Email: W.Croskey@pittsburgca.com

Telephone: _____ Residential: _____ Business: (925) 436-1111

Professional or Technical Experience: Real Estate Broker- Sales and Property management.

California Single Subject Credential. Management of over \$72 million in real estate in Pittsburg. This allows me to have a pulse on landlords and tenants needs.

Why are you interested in serving on this commission: _____

While under the direction of City Council my professional experience in real estate can share insight that is of use in almost all items that are brought before the planning commission. I love the city of Pittsburg and feel it an honor to serve ALL those that live in Pittsburg. I feel that my expertise on the planning commission will help the Council in fulfilling Council's goals.

Other Community Activities or Organizations in which you participate: _____

Pittsburg Chamber of Commerce, NARPM, NAR, CAR, CCAR, Rotary,

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City of Pittsburg
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Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ____
Daytime Meetings Yes X No ____

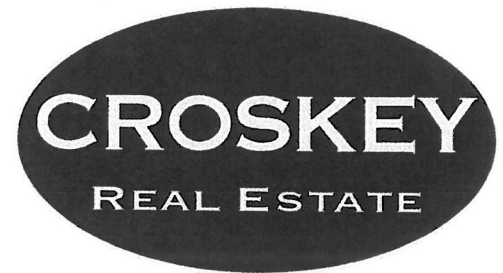
SIGNATURE

Wolfgang Croskey

PLEASE PRINT NAME

DATE 01/17/2019

CITY CLERK
JAN 17 2019



Wolfgang Croskey
Thursday, April 3, 2014
President BRE# 01708438
wolf@croskeyrealestate.org

January 17, 2019

City Clerk
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Re: Application for Planning Commission

Madem Clerk,

Included with this letter you will find a completed City of Pittsburg Application for Citizen Participation on Commission. I look forward to having my application reviewed and if there are further questions that the Council may have, please let me know or have them contact me at

Thank you for accepting my application and providing it to the Council.

A handwritten signature in black ink, appearing to be "W. Croskey", written over the typed name.

Wolfgang Croskey, BRE# 01708438



**CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION**

Name of Commission: Planning Commission

Name: Durie Foster, Jr.

Address: _____

Email: durie.foster@gmail.com

Telephone: Residential: _____ Business: _____

Professional or Technical Experience: I have more than 25 years of operational management and executive experience in various fields including healthcare and finance. I am recognized by my peers as an operational leader with the able to turn unproductive operations around.

Why are you interested in serving on this commission? Since January 2017, I have served faithfully as a member of the Planning Commission. I would like the opportunity to continue serving my community.

Other Community Activities or Organizations in which you participate: Clean Pittsburg, MTEM Outreach Ministries, and the American Heart

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ARE YOU AVAILABLE FOR:
Evening Meetings Yes ☒ No ☐
Daytime Meetings Yes ☒ No ☐

SIGNATURE

Durie Foster, Jr.
PLEASE PRINT NAME

January 17, 2019
DATE



CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Planning Commission

Name: Shannon Hernandez

Address: 1075 N. Pittsburg Blvd. Pittsburg, CA 94565

Email: Shannon.Hernandez@pittsburgca.gov

Telephone: _____ Residential: _____ Business: _____

Professional or Technical Experience: Worked in the banking industry for over 18 years. Currently working for Pittsburg Unified School District.

Why are you interested in serving on this commission? I have strong ties to Pittsburg. I have lived here my entire adult life. My husband and I own two homes in Pittsburg. Our children attend PUSD and are very active. I am very proud of our community and would love to be part of its growth!

Other Community Activities or Organizations in which you participate: River Run HOA-President, Rancho Medanos-Parents Club/Band Booster, Parkside Elementary PTA/School Site Council.

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ARE YOU AVAILABLE FOR:
Evening Meetings Yes ☒ No ☐
Daytime Meetings Yes ☒ No ☐

Shannon Hernandez
SIGNATURE

Shannon Hernandez
PLEASE PRINT NAME

1-17-19
Date



CITY CLERK

DEC 10 2018

**CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION**

Name of Commission: Planning Commission

Name: MARK LINDE

Address: _____

Email: mark.linde@pittsburgca.com

Telephone: CELL Residential: _____ Business: _____

Professional or Technical Experience: DAMAGE & ESTIMATE
Operation

Why are you interested in serving on this commission: Continue to serve
the County & City

Other Community Activities or Organizations in which you participate: Countdown Commission Member

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Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ____
Daytime Meetings Yes X No ____

[Signature]
SIGNATURE

Mark W. Linde
PLEASE PRINT NAME

12/7/18
DATE



**CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION**

Name of Commission: Planning Commission

Name: Dr. Trinh Nguyen

Address: _____

Email: _____

Telephone: _____ Residential: _____ Business: _____

Professional or Technical Experience: _____

Ten years in fundraising including professional corporate, foundations, and individual relations. Twenty years of experience in non-profit sector. Long work history of community engagement and building partnerships with a wide spectrum of stakeholders including community leaders, non-profit organizations, corporations, and government agencies. Effectively serve as convener and facilitator to advance positive change in the community. Wide experiences in report writing, grant management, and overseeing programs. Deep knowledge of philanthropic practices. Ability to contribute in multi-disciplinary groups and work collaboratively, fostering cooperation and teamwork. Demonstrated project management skills, including planning, managing, and successfully delivering successful outcomes. Successful experiences in executing strategic social investment plans and developing multi-year fund development plans. Strong market, community and constituent perspective. Excellent research, written and verbal communication, presentation, and interpersonal skills. Remained composed under stress, handles responses to criticism tactfully and delivers on organizational commitments. Excel at working with diverse, cross-cultural client bases and teams from nations including Afghanistan, Canada, China, Korea, Vietnam, France and the United States. Native speaker of English and Vietnamese. Proficient in French. Skilled in computer-based information systems including Salesforce.

Why are you interested in serving on this commission? _____

I am interested in joining the planning commission for several reasons. I am a resident of Pittsburg and I work at Los Medanos College (LMC). I care about this city, the people who live in this community, and the students we serve at LMC. Therefore, I want to build stronger relationship with elected officials and help advise them on best planning practice.

Furthermore, I am a strong believer in community involvement. This is an opportunity for me to give back to the City and also learn about important decisions that affects all Pittsburg residents. I want to play a role in shaping the development of the city I live in and help the city thrive economically. Lastly, I believe that I have the right heart and mind and a unique skill set to offer on the commission.

Other Community Activities or Organizations in which you participate: _____

- **Board of Director, Pittsburg Chamber of Commerce, 2016 – Present**
- **Member, Association of Fundraising Professionals (AFP), Jun 2016 – Present**
- **Member, Council for Advancement & Support of Education (CASE), Jun 2016 – Present**
- **Member, Pittsburg Chamber of Commerce, Jun 2016 – Present**
- **Fundraising Chair, Pittsburg Women's Community League, Jul 2016 – Present**
- **Scholarship Chair, Soroptimist International, Aug 2016 – Present**

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ARE YOU AVAILABLE FOR:
Evening Meetings Yes x No _____
Daytime Meetings Yes x No _____

Trinh Nguyen

SIGNATURE

Trinh Nguyen, PhD

PLEASE PRINT NAME

01/23/2019

Date



CITY CLERK

SEP 18 2018

**CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION**

Name of Commission: PITTSBURG PLANNING COMMISSION

Name: HENRY E. ODIASE

Address: _____

Email: _____

Telephone: _____ Residential: _____ Business: _____

Professional or Technical Experience: PUBLIC AFFAIRS PROFESSIONAL

Why are you interested in serving on this commission: INTERESTED IN
SERVING MY COMMUNITY.

Other Community Activities or Organizations in which you participate: NONE AT THE
MOMENT

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ARE YOU AVAILABLE FOR:
Evening Meetings Yes ☒ No ☐
Daytime Meetings Yes ☒ No ☐


SIGNATURE

HENRY ODIASE
PLEASE PRINT NAME

9-18-18
DATE



**CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION**

Name of Commission: Planning Commission

Name: Elissa Robinson

Address:

Email: elissa@pittsburg-ca.gov

Telephone:

Residential: 925-555-1234

Business:

Professional or Technical Experience:

I have a B.S in Natural Resource planning from Humboldt State University. The planning coursework focused mainly on city planning. After college I spent 5 years working for the Contra Costa County Flood Control District, where I worked on regional infrastructure, and public engagement and outreach. In 2016 I took a position with the Contra Costa Resource Conservation District as a Resource Conservationist, and have committed myself to preserving the watersheds of Contra Costa. My education in planning, and experience with public engagement, regional infrastructure planning and governance have been utilized and expanded in my time there. I coordinate two regional councils, which have given me considerable experience running meetings and dealing with the public.

Why are you interested in serving on this commission?

I have been a resident of Pittsburg for over 30 years. In this time I have seen a number of changes some positive, and some not so positive. With my education and experience in the planning field, as I offer a unique perspective to the planning commission, a good understanding of the community, as well as knowledge of current practices for planning.

I have served one term on the City of Pittsburg's Planning Commission, and have done my best to move the City forward in a positive direction, while keeping to the guidelines laid out in the General Plan.

Other Community Activities or Organizations in which you participate:

- Park Advisory Committee, East Bay Regional Park District
- Contra Costa Watershed Forum
- Walnut Creek Watershed Council

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes x No
Daytime Meetings Yes x No



SIGNATURE

Elissa Robinson

PLEASE PRINT NAME

1/18/2019

Date



CITY CLERK

JAN 14 2019

**CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION**

Name of Commission: Planning Commission, Volunteer

Name: Anna Christina Sutu-Wallar

Address: 1111 11th St 3)

Email: _____

Telephone: _____ Residential: _____ Business: _____

Professional or Technical Experience: I am an Operations Manager at a large veterinary hospital (25 doctors including specialists and emergency); I help plan and design multiple protocols and such for the hospital across all teams (doctor, client care, patient care, and administration). I am very accustomed to working as a team, wearing multiple hats, and ensuring things are done with perfection.

Why are you interested in serving on this commission? I have been a resident of Pittsburgh my entire life of 31 years, and have just purchased my own home here. I feel I have a fresh outlook and approach to things, and as a lifelong member of the community, I am committed to improving upon our city.

Other Community Activities or Organizations in which you participate: Volunteered at the National Suicide Hotline (2010-2014), Crisis Text Line (2014-2016), and Hands on Bay Area (2016-2019)

RETURN TO:
City Clerk's Office
City of Pittsburgh
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes x No _____
Daytime Meetings Yes X* No _____
** advanced notice required

[Signature]
SIGNATURE

A. Christina Sutu-Wallar
PLEASE PRINT NAME

1/11/19
Date



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

TO: Chair and Agency Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption Two Pittsburg Arts and Community Foundation Resolutions Approving the Termination Agreement Between the Pittsburg Arts and Community Foundation and Shelly Ha and Approving a Sublease Agreement Between the Pittsburg Arts and Community Foundation and Tu Nguyen and Kim Tran

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

The Pittsburg Arts and Community Foundation (PACF), a California 501 (c)(3) non-profit corporation and Shelly Ha. (Former Tenant), an individual doing business as CreAsian Bistro, propose to enter into a termination agreement (Termination Agreement) to terminate the sublease (Former Sublease) at 610 and 630 Railroad Avenue (Premises). PACF and Tu Nguyen, an individual, and Kim Tran, an individual (collectively, the “New Tenant”) doing business as CreAsian Bistro propose to enter into a sublease agreement (New Sublease) at the Premises, commencing March 1, 2019 and expiring on December 31, 2021 (New Sublease Term). The Premises consists of three thousand, three hundred sixty (3,360) square feet of interior space.

FISCAL IMPACT

The Former Tenant is current in its sublease and common area maintenance payments. Pursuant to Section 2.5 of the Former Sublease between PACF and the Former Tenant, the security deposit of \$10,000 which may be used by PACF as the deposit for the New Tenant.

The proposed base rent for the New Sublease is \$3,564.62 per month for March 1, 2019 – May 31, 2019; \$3,671.56 per month for June 1, 2019 – May 31, 2020; \$3,781.71 per month for June 1, 2020 – May 31, 2021; and \$3,895.16 per month for June 1, 2021 – December 31, 2021. The New Sublease term will be extended from May 31, 2021 to December 31, 2021.

Rent for the outdoor dining space will be collected only if the New Tenant elects to use the outdoor dining space.

RECOMMENDATION

PACF Board adopt the Resolution approving the Termination Agreement and the Resolution approving the New Sublease.

BACKGROUND

On June 1, 2016, by PACF Resolution 16-065, PACF and the Former Tenant entered into the Former Sublease for the Premises. Under the terms of the Former Sublease, the Former Tenant leased the Premises for the operation of a full service restaurant known as CreAsian Bistro.

On or around December 1, 2018, New Tenant proposed to staff termination of the Former Sublease and that PACF enter into the New Sublease.

SUBCOMMITTEE FINDINGS

Termination of the Former Sublease and entering into the New Sublease were not discussed with the PACF Subcommittee.

STAFF ANALYSIS

After successfully operating CreAsian Bistro for nearly three years, the Former Tenant has determined that it is in its best interest to terminate the Former Sublease so that another operator may take over. The New Tenant will keep the same restaurant name, employees, and menu so as to continue the successful restaurant operation at the Premises.

The New Tenant and the Former Tenant have a familial relationship and it was because of this relationship that the Former Tenant felt comfortable about approaching PACF regarding a transfer of ownership but keeping all other elements of the operation the same. The New Tenant is committed to keeping CreAsian Bistro a successful restaurant in Pittsburgh's downtown.

ATTACHMENTS: Resolution – Shelly Ha
Termination Agreement

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE PITTSBURG ARTS AND COMMUNITY FOUNDATION

In the Matter of:

Adoption of a Pittsburg Arts and Community)
Foundation Resolution Approving the)
Termination Agreement Between the)
Pittsburg Arts and Community Foundation)
And Shelly Ha)

RESOLUTION NO. 19-

The Pittsburg Arts and Community Foundation DOES RESOLVE as follows:

WHEREAS, on June 1, 2016, by Pittsburg Arts and Community Foundation (PACF) Resolution 16-065, PACF, a California 501 (c)(3) non-profit corporation and Shelly Ha, an individual doing business as CreAsian Bistro (Tenant), entered into a sublease agreement (Sublease) at 610 and 630 Railroad Avenue (Premises); and

WHEREAS, under the terms of the Sublease, the Tenant leased the Premises consisting of three thousand, three hundred sixty (3,360) square feet of interior space for the operation of a full service restaurant known as CreAsian Bistro; and

WHEREAS, after operating for nearly three years, the Tenant has determined that it is in its best interest to terminate its Sublease so that Tu Nguyen, an individual and Kim Tran, an individual may take over the operation of CreAsian Bistro; and

WHEREAS, PACF and the Tenant propose to enter into a termination agreement (Termination Agreement) to terminate the Sublease at the Premises.

NOW, THEREFORE, the Pittsburg Arts and Community Foundation finds and determines as follows:

Section 1.

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

Section 2.

PACF Board hereby adopts this Resolution approving the Termination Agreement.

Section 3.

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

Section 4.

The Foundation 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 Arts and Community Foundation at a regular meeting on the 19th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Secretary

**TERMINATION OF SUBLEASE AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND SHELLY HA
DOING BUSINESS AS CREASIAN BISTRO**

THIS SUBLEASE TERMINATION AGREEMENT (this "Agreement"), dated as of February ____, 2019 (the "Effective Date"), is entered into by and between Pittsburgh Arts and Community Foundation, Inc. a California 501 (c)(3) non-profit corporation ("Lessor") and Shelly Ha, an individual doing business as CreAsian Bistro ("Sublessee") for the termination of that certain sublease agreement for 610 and 630 Railroad Avenue, Pittsburgh, dated as of June 1, 2016. Lessor and Sublessee are collectively referred to in this Agreement as the "Parties," or individually as a "Party."

RECITALS

- A. On June 1, 2016, Lessor and Sublessee entered into a sublease agreement (the "Sublease Agreement") for the lease of 610 and 630 Railroad Avenue located in a portion of the commercial spaces of the Vidrio Building (the "Premises").
- B. Under the terms of the Sublease Agreement, Sublessee leased the Premises, consisting of three thousand, three hundred sixty (3,360) square feet of interior space and four hundred fifty (400) square feet of outdoor dining space for the operation of a full service restaurant known as CreAsian Bistro.
- C. Sublessee has operated CreAsian Bistro out of the Premises for nearly three years and as of the Effective Date Sublessee is current with its lease and common area maintenance (CAM) payments.
- D. Lessor and Sublessee agree that it is in both Parties' interest to terminate the Sublease Agreement so that Sublessee does not continue to accrue financial obligations to the Lessor.
- E. Lessor is willing to terminate the Sublease Agreement, as long as Sublessee pays the Lessor all outstanding amounts owed (if any) to the Lessor, including those which have not yet been billed.

NOW THEREFORE, Lessor and Sublessee agree as follows:

AGREEMENT

Section 1. Recitals

The foregoing Recitals are true and correct and made a part hereof.

Section 2. Deposit

Pursuant to Section 2.5 of the Sublease Agreement, the Parties agree that such deposit may be used by Lessor as the deposit for Tu Nguyen, an individual, and Kim Tran, an individual doing business as CreAsian Bistro, the new tenant.

Section 3. Termination

If Sublessee is current with its lease and CAM payments as of the Effective Date, Sublessee and Lessor agree to terminate the Lease Agreement, effective 11:59 p.m. on _____, 2019.

Section 4. Survival of Obligations

Pursuant to Section 13.6 of the Sublease Agreement, nothing in this Agreement shall alter or affect Sublessee's obligation to indemnify the Lessor for liability for personal injuries or property damage arising prior to the termination of the Sublease Agreement.

Section 5. Successors

This Agreement shall be binding on and inure to the benefit of Lessor and Sublessee, and each of their heirs, executors, administrators, successors in interest, and assigns.

Section 6. Severability

If any term or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

Section 7. Waivers

No waiver or breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

Section 9. Counterparts

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

Section 10. Amendment

This Agreement may not be amended or altered except by a written instrument executed by the Parties.

Section 11. Third-Party Rights

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

Section 12. Governing Law

This Agreement shall be governed and construed in accordance with California law. Venue for any action to enforce or interpret this Agreement shall lie in the County of Contra Costa.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF PITTSBURG:

By: _____
Garrett Evans, Executive Director

CreAsian Bistro:

By: _____
Shelly Ha

APPROVED AS TO FORM:

Donna Mooney, Foundation Attorney

ATTEST:

Alice E. Evenson, Foundation Secretary

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of Claims ("Agreement") is entered into on this ___ day of February, 2019, by and between the Pittsburgh Arts and Community Foundation, Inc., a California 501c)(3) non-profit corporation ("PACF"), on the one hand, and Shelly Ha, an individual ("HA"), Tu Nguyen, an individual ("NGUYEN"), and Kim Tran, an individual ("TRAN") (collectively referred to as the "Parties").

RECITALS

- A. PACF is the lessee at 610 and 630 Railroad Avenue (collectively referred to as "610 Railroad Avenue") pursuant to that Master Lease dated February 7, 2011, with the property owner Redevelopment Agency of the City of Pittsburgh (now Successor Agency to the Redevelopment Agency).
- B. PACF entered into a sublease with HA on June 1, 2016, for use of the property as a commercial restaurant.
- C. On June 18, 2018, mold was observed on the backside of the kitchen walls on the sublet premises.
- D. A dispute has arisen regarding the obligations and responsibilities of PACF and HA regarding abatement of the mold.
- E. HA seeks to terminate the sublease so that family members NGUYEN and TRAN may enter into a sublease to operate the commercial restaurant.
- F. The Parties desire to settle and resolve their dispute and avoid further expense, and without admission of liability.
- G. The Parties, without admitting liability, hereby enter into this Settlement Agreement and Release.

AGREEMENT

Therefore, for good and sufficient consideration, the Parties agree as follows:

1. Incorporation of Recitals. The recitals are hereby incorporated into this Agreement as though fully set forth herein.
2. Non-Monetary Relief. On or before March 1, 2019, HA, NGUYEN and TRAN, jointly and severally, agree to retain a qualified contractor to complete abatement of the mold behind the kitchen walls by April 30, 2019, adhering to state law regarding mold abatement, or in the absence of state law, industry guidelines and best practices.

3. Monetary Relief. PACF agrees to purchase a Two Thousand Dollar (\$2,000) gift certificate to be used for future catering services from the current operator of the commercial restaurant, whether HA or NGUYEN and TRAN. PACF further agrees to provide three months of Rent credit on February 2019, December 2019, and February 2020.

4. Release. For and in consideration of the covenants contained herein and in consideration of the sums described above, HA, NGUYEN and TRAN and each of them hereby releases, acquits and forever discharges the Successor Agency of the City of Pittsburg and PACF, their predecessors, successors and assigns and their respective officers, directors, employees, agents, other representatives and shareholders, of and from any and all claims, potential claims, demands, causes of action, obligations, and liabilities of every kind and nature whatsoever which each had, or claims to have had, or now has, against PACF and/or the Successor Agency, which relate to or arises out of the sublease or use of 610 Railroad Avenue through the effective date of this Agreement.

5. Waiver of rights under Civil Code Section 1542. As to the matters released herein, HA, NGUYEN and TRAN expressly waives, to the full extent permitted by law, all rights pursuant to Section 1542 of the California Civil Code which provides 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.

HA, NGUYEN and TRAN each acknowledge that he or she is aware that s/he or his/her attorney may discover facts in addition or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is his or her intention to settle and release fully, finally and forever, any and all disputes and differences, known and unknown, suspected and unsuspected, which might have been asserted but have been released as set forth above.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall be deemed an original for purposes of enforcement of this Agreement.

8. No Admission of Liability. It is understood that this Agreement is given in compromise of disputed claims. Neither the Agreement nor the performance of any terms of this Agreement shall be construed as an admission of liability on behalf of any of the Parties hereto, said Parties intending merely to avoid the expense of litigation.

9. Ownership of Claims: The Parties represent and warrant that there has been no assignment or other transfer of any interest in any claim which they might have.

10. Law and Venue: This Agreement is to be governed by, and construed in accordance with, the laws of the State of California. Any action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in the County of Contra Costa, State of California.

11. Attorney's Fees: In the event any litigation or other proceeding is brought to enforce the terms of this Agreement, or in the event of any litigation or other proceeding involving, arising out of, or in connection with this Agreement, each party shall bear their own costs for attorneys' fees, expenses and other costs.

12. Binding Agreement: This Agreement together with the releases herein contained, shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest, and assignees of the respective parties.

13. Party Representations and Warranties: Each of the parties to this Agreement represents, warrants and agrees as follows:

- a. This Agreement has, in all respects, been voluntarily and knowingly executed by such party.
- b. Such party has had an opportunity to seek and has sought legal advice from legal counsel of such party's choice with respect to the advisability of executing this Agreement.
- c. Such party has made such investigation of the facts pertaining to this Agreement as such party deems necessary.
- d. The terms of this Agreement are the result of negotiations among the parties and are entered into in good faith by the parties in accordance with California law.
- e. This Agreement has been carefully read by such party and the contents hereof are known and understood by such party.
- f. Such party has not heretofore assigned or transferred any matter released by this Agreement or any part or portion thereof.

SIGNATURES ON NEXT PAGE

ACCEPTED and AGREED:

DATED: _____, 2019

By: _____
Shelly Ha, an individual

DATED: _____, 2019

By: _____
Tu Nguyen, an individual

DATED: _____, 2019

By: _____
Kim Tran, an individual

DATED: _____, 2019

By: _____
PACF Executive Director Garrett Evans



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

TO: Chair and Agency Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption Two Pittsburg Arts and Community Foundation Resolutions Approving the Termination Agreement Between the Pittsburg Arts and Community Foundation and Shelly Ha and Approving a Sublease Agreement Between the Pittsburg Arts and Community Foundation and Tu Nguyen and Kim Tran

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

The Pittsburg Arts and Community Foundation (PACF), a California 501 (c)(3) non-profit corporation and Shelly Ha. (Former Tenant), an individual doing business as CreAsian Bistro, propose to enter into a termination agreement (Termination Agreement) to terminate the sublease (Former Sublease) at 610 and 630 Railroad Avenue (Premises). PACF and Tu Nguyen, an individual, and Kim Tran, an individual (collectively, the “New Tenant”) doing business as CreAsian Bistro propose to enter into a sublease agreement (New Sublease) at the Premises, commencing March 1, 2019 and expiring on December 31, 2021 (New Sublease Term). The Premises consists of three thousand, three hundred sixty (3,360) square feet of interior space.

FISCAL IMPACT

The Former Tenant is current in its sublease and common area maintenance payments. Pursuant to Section 2.5 of the Former Sublease between PACF and the Former Tenant, the security deposit of \$10,000 which may be used by PACF as the deposit for the New Tenant.

The proposed base rent for the New Sublease is \$3,564.62 per month for March 1, 2019 – May 31, 2019; \$3,671.56 per month for June 1, 2019 – May 31, 2020; \$3,781.71 per month for June 1, 2020 – May 31, 2021; and \$3,895.16 per month for June 1, 2021 – December 31, 2021. The New Sublease term will be extended from May 31, 2021 to December 31, 2021.

Rent for the outdoor dining space will be collected only if New Tenant elects to use the outdoor dining space.

RECOMMENDATION

PACF Board adopt the Resolution approving the Termination Agreement and the Resolution approving the New Sublease.

BACKGROUND

On or around December 1, 2018, the New Tenant proposed to staff termination of the Former Sublease and that PACF enter into the New Sublease.

SUBCOMMITTEE FINDINGS

Termination of the Former Sublease and entering into the New Sublease were not discussed with the PACF Subcommittee.

STAFF ANALYSIS

After successfully operating CreAsian Bistro for nearly three years, the Former Tenant has determined that it is in its best interest to terminate the Former Sublease so that another operator may take over. The New Tenant will keep the same restaurant name, employees, and menu so as to continue the successful restaurant operation at the Premises.

The New Tenant and the Former Tenant have a familial relationship and it was because of this relationship that the Former Tenant felt comfortable about approaching PACF regarding a transfer of ownership but keeping all other elements of the operation the same. The New Tenant is committed to keeping CreAsian Bistro a successful restaurant in Pittsburg's downtown.

ATTACHMENTS: Resolution – Tu Nguyen and Kim Tran
Lease Agreement

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE PITTSBURG ARTS AND COMMUNITY FOUNDATION

In the Matter of:

Adoption of a Pittsburg Arts and Community)
Foundation Resolution Approving the Sublease)
Agreement Between the Pittsburg Arts and)
Community Foundation and Tu Nguyen and)
Kim Tran)

RESOLUTION NO. 19-

The Pittsburg Arts and Community Foundation DOES RESOLVE as follows:

WHEREAS, on June 1, 2016, by Pittsburg Arts and Community Foundation (PACF) Resolution 16-065, PACF, a California 501 (c)(3) non-profit corporation and Shelly Ha, an individual (Former Tenant), doing business as CreAsian Bistro, entered into a sublease agreement (Former Sublease) at 610 and 630 Railroad Avenue (Premises); and

WHEREAS, under the terms of the Former Sublease, the Former Tenant leased the Premises consisting of three thousand, three hundred sixty (3,360) square feet of interior space for the operation of a full service restaurant known as CreAsian Bistro; and

WHEREAS, after operating for nearly three years, the Former Tenant has determined that it is in its best interest to terminate the Former Sublease so that Tu Nguyen, an individual and Kim Tran, an individual (New Tenant), may take over the operations of CreAsian Bistro; and

WHEREAS, PACF and the New Tenant propose to enter into a Sublease agreement (Sublease) for the Premises.

NOW, THEREFORE, the Pittsburg Arts and Community Foundation finds and determines as follows:

Section 1.

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

Section 2.

PACF Board hereby adopts this Resolution approving the Sublease.

Section 3.

The Sublease will commence March 1, 2019 and expire on December 31, 2021 (Sublease Term).

Section 4.

The proposed base rent for the New Sublease is \$3,564.62 per month for March 1, 2019 – May 31, 2019; \$3,671.56 per month for June 1, 2019 – May 31, 2020; \$3,781.71 per month for June 1, 2020 – May 31, 2021; and \$3,895.16 per month for June 1, 2021 – December 31, 2021. Pursuant to Section 2.5 of the Former Sublease between PACF and the Former Tenant, the security deposit of \$10,000 may be used by PACF as the deposit for the New

Tenant, as long as the Former Tenant is current with its lease and CAM payments as of the effective date of the Termination Agreement.

Section 5.

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

Section 6.

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

Section 7.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Pittsburg Arts and Community Foundation at a regular meeting on the 19th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Secretary

SUBLEASE AGREEMENT CREASIAN BISTRO PITTSBURG

THIS SUBLEASE Agreement (this "**Agreement**") dated as of February __, 2019 (the "**Effective Date**") by and between the Pittsburgh Arts and Community Foundation, Inc. a California 501(c)(3) non-profit corporation ("**Lessor**") and Tu Nguyen, an individual, and Kim Tran, an individual doing business as CreAsian Bistro ("**Sublessee**"). Lessor and Sublessee are collectively referred to in this Agreement as the "**Parties**."

RECITALS

A. The Successor Agency for the Redevelopment Agency of the City of Pittsburgh ("Successor Agency") is the owner of fee title to the real property located at 610-690 Railroad Avenue, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**").

B. The Successor Agency was the former Redevelopment Agency of the City of Pittsburgh (the "**Agency**") formed, existing and exercising its powers pursuant to the provisions of the California Community Redevelopment Law, Health and Safety Code Section 33000, et seq. Lessor and the Agency entered into that certain lease dated February 7, 2011 (the "**Master Lease**"), attached as Exhibit B hereto and incorporated in this Agreement by this reference, pursuant to which the Agency conveyed to Lessor a leasehold interest in the commercial space (collectively, the "**Vidrio Building**").

C. Lessor desires to lease approximately Three Thousand Three Hundred Sixty (3,360) indoor square feet within the Vidrio Building, known as 610 and 630 Railroad Avenue (collectively referred to as "610 Railroad Avenue"), as more particularly described in Exhibit C, attached hereto and incorporated herein by this reference (the "**Premises**") to the Sublessee, and the Sublessee desires to lease the Premises from Lessor.

D. Sublessee intends to sublease the Premises for use as a full service restaurant (the "**Business**").

E. The Pittsburgh Arts and Community Foundation Board of Directors ("**PACF Board**") authorized Lessor to sublease the Premises to Sublessee on the terms and conditions set forth herein on February 19, 2019.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS; INCORPORATION OF RECITALS; MASTER LEASE AND PRIOR RIGHTS

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

the text of this Agreement.

- (a) "Applicable Laws" is defined in Section .3.
- (b) "Base Rent" is defined in Section 2.3.2.
- (c) "Building and Common Area Costs" is defined in Section 2.7.1.(b)
- (d) "Business" is defined in Recital F;
- (e) "Claims" is defined in Section 3.2.
- (f) "Commencement Date" is defined in Section 2.3.1.
- (g) "Common Areas" is defined in Section 5.4.1 (a).
- (h) "Force Majeure" is defined in Section 14.1.
- (i) "Hazardous Materials" is defined in Section 6.5.1.
- (j) "Hazardous Materials Laws" is defined in Section 6.5.2.
- (k) "Impositions" is defined in Section 3.1.
- (l) "Improvements" is defined in Section 4.1.
- (m) "Indemnities" is defined in Section 3.2.
- (n) "Lease Year" means the twelve month period beginning on June 1 and ending on May 31 during the Term.
- (o) "Operating Costs" is defined in Section 2.7.1.
- (p) "Premises" is defined in Recital E and described in Exhibit C.
- (q) "Rent" is defined in Section 2.3.
- (r) "Sublessee's Monthly Operating Costs Payment" is defined in Section 2.7.1(d).
- (s) "Sublessee's Share of Operating Costs" is defined in Section 2.7(c).
- (t) "Security Deposit" is defined in Section 2.4.
- (u) "Term" is defined in Section 2.2.

1.2 Incorporation of Recitals. The Parties acknowledge the truth of the Recitals set

forth above, and all such Recitals are hereby incorporated into this Agreement.

1.3 Master Lease; Prior Rights. This Agreement is subject and subordinate to the prior and continuing rights and obligations of Lessor as described in the Master Lease, a copy of which is attached hereto as Exhibit B. This Agreement is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title that may affect the Premises in effect as of the Effective Date.

ARTICLE II

SUBLEASE; TERM; RENT; SECURITY DEPOSIT

2.1 Agreement to Lease Premises. Subject to, and upon, the terms and conditions set forth in this Agreement, the Lessor hereby subleases the Premises to Sublessee effective February____, 2019, (the "**Commencement Date**") and Sublessee hereby subleases the Premises from the Lessor. Sublessee acknowledges that the Lessor has made no representation or warranty regarding the condition of the Premises, or the suitability or fitness of the Premises for the conduct of the Business except as specifically stated in this Agreement.

2.2 Term of Agreement.

2.2.1 Initial Term. The term of this Agreement ("**Term**") commences on the Effective Date and unless sooner terminated as provided herein, expires on December 31, 2021. Upon execution of this Agreement, Sublessee may take possession of the Premises. In no event may this Agreement extend beyond the term of the Master Lease.

2.2.2 Sublease Extension Term. Provided that Sublessee is not in default under the terms of this Agreement, Sublessee has the option to extend this Agreement (the "**Option**") for one (1) five (5) year period ("**Sublease Extension Term**") commencing on the expiration of the Term. In the event that Sublessee elects to exercise its option to extend the Term by the Sublease Extension Term, Sublessee shall provide Lessor with irrevocable written notice of the Sublease Extension Term not earlier than one-hundred eighty (180) days and not later than ninety (90) days prior to the then existing expiration term of this Agreement. The Option is not transferable. The parties hereto acknowledge and agree that they intend that the Option is "personal" to Sublessee as set forth above and that in no event will any assignee or sublessee have any rights to exercise the Option to renew.

2.3 Rent.

2.3.1 Commencement of Rent. Sublessee shall commence paying Base Rent on **Commencement Date**. If the Commencement Date is not the first day of the month, Sublessee shall pay pro-rata Base Rent (as defined below) calculated based on the number of days of occupancy of Sublessee for that month. Commencing on the first day of the month following the Commencement Date, Sublessee shall pay Base Rent as set

forth in Section 2.3.2 of this Agreement.

2.3.2 **Base Rent.** Throughout the Term of this Agreement, Sublessee shall pay base rent ("Base Rent"), without deduction, offset, prior notice or demand in the following amounts for the following time periods:

Term	Base Rent
March 1, 2019 – May 31, 2019	\$3,564.62/Month (\$1.06/SF)
June 1, 2019 – May 31, 2020	\$3,671.56/Month (\$1.09/SF)
June 1, 2020 – May 31, 2021	\$3,781.71/Month (\$1.13/SF)
June 1, 2021 – December 31, 2021	\$3,895.16/Month (\$1.16/SF)

2.3.3 **Additional Rent Terms.** On June 12, 2018, the Premises was damaged by water intrusion. On June 18, 2018, mold was discovered on the back side of the kitchen walls. It was deemed that the mold existed prior to the water intrusion. Therefore, abating the mold area was not included in the water intrusion repair. Sublessee agreed to pay for the mold repair to be completed by April 30, 2019. Lessor agreed to purchase a Two Thousand Dollar (\$2,000) gift certificate to be used for future catering services and provide three months of Rent credit on February 2019, December 2019, and February 2020.

2.3.4 **Additional Rent.** As additional Rent, Sublessee shall pay and discharge when due, all Impositions described in Article III, all insurance premiums, all City fees and charges and all other liabilities and obligations. Sublessee assumes or agrees to pay or undertake pursuant to this Agreement (the "**Additional Rent**" and together with Base Rent, "**Rent**").

2.3.5 **Payment of Rent.** Rent is due and payable on the first day of each month to the Lessor at the address shown in Section 14.4.2 or such other place as the Lessor may designate in writing.

2.3.6 **Utilities.** The Sublessee acknowledges that the building is served by one water meter. Lessor will deduct the water usage from co-tenants and bill Sublessee accordingly for its share of use for previous billing period. The Sublessee shall be solely responsible for any telephone and any and all other utilities and services (collectively, the "Utilities") that are furnished to, or used on or about, the Premises during the Term of this Lease. In the event the Sublessee fails to pay such charges, the Lessor may pay such

charges on behalf of the Sublessee and such amount then shall immediately be due from the Sublessee to the Lessor. To the extent Utilities are not separately metered, and are attributable to the entire portion of the Building subject to the Master Lease, then the Lessor shall pay such charges, and thereafter, allocate a portion of such Utility charges to the Sublessee. The Sublessee shall pay, as Rent, within (10) days after the Sublessee's receipt of the documentation of its allocable share of the Utilities. The Sublessee's failure to timely pay its allocable share of the Utilities shall constitute a Sublessee Event of Default.

2.4 Security Deposit. Sublessee shall pay to the Lessor a security deposit in an amount of Ten Thousand Dollars (\$10,000.00) (the "**Security Deposit**"). Lessor currently holds the Security Deposit and PACF Board approved the use of currently held Security Deposit as the Security Deposit for this Sublease. Provided that Sublessee is not in default under this Agreement, the Lessor shall return the Security Deposit to Sublessee upon termination of this Agreement. The Lessor has no obligation to pay or earn interest on the Security Deposit.

2.5 Use of Security Deposit. If Sublessee is in default with respect to any provision of this Agreement, the Lessor may, but has no obligation to, use the Security Deposit or any portion of the Security Deposit to cure such default or to compensate the Lessor for any damage or reasonable expense sustained by the Lessor and resulting from such default, but only after providing Sublessee with an opportunity to cure such default pursuant to the provisions of Section 13.2. The Lessor shall provide Sublessee with evidence of damages incurred as a result of a default by Sublessee. If this Agreement has not been terminated as a result of such default, Sublessee, on demand from the Lessor, shall promptly restore the Security Deposit to the full amount required under Section 2.4.

2.6 Late Fee. Sublessee hereby acknowledges that late payment by Sublessee to Lessor of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, personnel costs, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent due from the Sublessee is not received by lessor on the date such installment of Rent is due, Sublessee shall pay to Lessor a late charge equal to ten percent (10%) of such overdue Rent. Lessor and Sublessee hereby agree that such late charge represents a fair and reasonable estimate of the cost Lessor shall incur by reason of late payment by Sublessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Sublessee's default by with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

If Sublessee is late in the payment of Rent two (2) times or more during any Lease Year, then Lessor may, in addition to all other rights and remedies, require Rent for the remainder of the Term to be paid quarterly (three (3) months) in advance.

2.7 Common Area Maintenance Charges

2.7.1 Sublessee's Share of Operating Costs. In addition to all other sums due under this lease, Sublessee shall pay to Lessor, in the manner and at the times set forth in this Section, Sublessee's Share of Operating Costs (as defined in Section 2.7.1.(c)).

(a) The phrase "Operating Costs" means the sum of Building and Common Area costs.

(b) The term "**Building and Common Area Costs**" means all costs and expenses of every kind and nature whatsoever as may be paid or incurred by Lessor, related entities, or third parties in operating, managing, insuring, repairing and maintaining the Buildings and/or the Common areas in the Vidrio Building, computed in accordance with generally accepted accounting principles consistently applied or such other method of accounting as may be adopted by Lessor. Building and Common Area Costs include, but are not limited to costs and expenses incurred with respect to the items enumerated in Paragraph 2 of Exhibit D. Building and Common Area Costs do not include those items enumerated as "**Building and Common Areas Costs Exclusions**."

(c) "**Sublessee's Share of Operating Costs**" will be determined by multiplying total Operating Costs by the fraction calculated by dividing total square feet of the Premises by the total square feet of retail/commercial ground floor space of the Vidrio Building.

(d) Sublessee shall pay to Lessor, on the first day of each month during the Term, an amount equal to Sublessee's estimated Share of Operating Costs for the Lease Year in question, divided by the number of months (full or partial) in such Lease Year ("**Sublessee's Monthly Operating Costs Payment**"). Payment of Sublessee's Monthly Operating Costs will commence on March 1, 2019 ("**CAM Commencement Date**"). The Initial Sublessee's Monthly Operating Costs payment is One Thousand One Hundred Twenty-Eight Dollars and Sixty Eight Cents (\$1,128.68) per month, based on usage of interior space (3,360 sf) and corridor space (532 sf) at \$0.29 per month.

(e) Annual Adjustments. Within ninety (90) days following June 30th of every year during the Term, or within a reasonable time thereafter, lessor shall prepare and deliver to Sublessee a statement setting forth the calculation of Sublessee's actual Share of Operating Costs for the previous Lease Year. Within thirty (30) days after receipt of the statement of Sublessee's actual Share of Operating Costs, Sublessee shall pay to Lessor, or Lessor shall credit against the next Monthly Operating Costs Payment due from Sublessee, as the case may be, the difference between Sublessee's actual Share

of Operating Costs for the preceding Lease Year and the amount of Sublessee's Monthly Operating Costs Payments paid by Sublessee during such Lease Year; except, Lessor shall pay Sublessee any excess at the time Lessor furnishes the statement to Sublessee in connection with the final adjustment of Operating Costs for the last Lease Year, provided Sublessee is not in default under any provisions of this Lease.

ARTICLE III TAXES, ASSESSMENTS AND OTHER CHARGES

3.1 Impositions. Throughout the Term, Sublessee 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 Sublessee from subtenants or licensees, (c) any use or occupancy of the Premises or part thereof, or (d) this transaction or any document to which Sublessee 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.**"

3.1.1 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), Sublessee may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become 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 Agreement shall be prorated between Sublessee and the Lessor.

3.1.2 Evidence of Payment. Upon request by the Lessor, Sublessee shall furnish, in form satisfactory to the Lessor, evidence of payment prior to delinquency of all Impositions payable by Sublessee.

3.2 Sublessee Right to Contest. Sublessee has 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 may not be deemed or construed in any way as relieving, modifying or extending the covenant to pay of Sublessee 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 (as defined in (Section 4.3) and otherwise in a manner that does not subject the Lessor's title to the Premises to foreclosure or forfeiture. Sublessee shall indemnify, defend, and hold the Lessor and its elected and appointed officers, officials, employees, agents and representatives (all of

the foregoing, collectively the **"Indemnitees"**) 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 Sublessee. During any contest of an Imposition, Sublessee shall (by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the Lessor's title, reversion -or other interest in the Premises. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 3.2, Sublessee shall immediately pay such Imposition and all costs and expenses relating to such challenge.

3.3 Sublessee Duty to File. Sublessee has 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 Sublessee under the provisions of this Article III, and shall notify the Lessor in writing upon making such filing, declaration, statement or report, and the Lessor is not responsible for the contents of any such declaration, statement or report; provided however, the Lessor shall cooperate with Sublessee 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 Lessor.

ARTICLE IV ALTERATIONS AND NEW CONSTRUCTION

4.1 Changes and Alterations. During the Term of this Agreement, Sublessee shall not make any change, alteration or addition to the Premises (collectively, the **"Alterations"**) that would materially alter the function or interior/exterior appearance of the Premises, without the prior written consent of the Lessor. Except as otherwise set forth in this Agreement, all Alterations may be made at the sole cost and expense of Sublessee and must comply with all of the following:

(a) The Alterations may not materially impair the value or structural integrity of the Premises.

(b) The Alterations must be necessary for the operation of the Business.

(c) No Alterations may be undertaken until Sublessee has obtained all required permits and authorizations of any federal, state or local government or departments or subdivisions of any of them, having jurisdiction.

(d) The Alterations must be made in a good and workmanlike manner and in accordance with all applicable permits and all Applicable Laws.

(e) During the construction of any Improvements in, to or of, the Premises, or the permitted demolition or new construction or any restoration, Sublessee shall comply

with the insurance requirements set forth in Section 8.2, which policy or policies by endorsement thereto, if not then covered, will also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Premises.

(f) Prior to commencement of any construction, change, alteration or repair, Sublessee shall deliver to the Lessor not later than ten (10) business days written notice of the proposed work, a general description of the proposed work and sufficient information to permit the Lessor to post a notice of no responsibility on the Premises.

4.2 No Right to Demolish. Notwithstanding any other provisions of this Article IV, Sublessee has no right to demolish the Alterations, once built, unless Sublessee shall have received the prior written approval of the Lessor.

4.3 Compliance with Laws. Sublessee shall carry out the construction of the Improvements in conformity with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, *California* Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, California Civil Code Section 51, *et seq.* Sublessee shall comply with all City ordinances and regulations relating to the conduct of construction, including without limitation, all City ordinances and regulations relating to noise, construction hours, and maintenance of the construction site. All of the foregoing state, federal and local laws, regulations and ordinances are hereafter referred to as the "**Applicable Laws.**"

4.4 Rights of Access. The Lessor has the right of access to the Premises during normal construction hours for purposes of assuring compliance with this Agreement, as long as the Lessor complies with all safety rules and does not unreasonably interfere with the progress of construction of the Alterations. The Lessor shall give Sublessee reasonable advance notice prior to exercising its rights pursuant to this Section 4.4 except in the event of emergency in which case notice shall not be required.

4.5 Indemnity. To the fullest extent allowed by law, Sublessee shall defend (with counsel reasonably acceptable to the Lessor), indemnify and hold harmless the Indemnitees from and against any and all present and future Claims arising during the term of this Agreement from or in connection with the failure to comply with all Applicable Laws relating to the operation or maintenance of the Premises by Sublessee, or the activities or performance of Sublessee under this Agreement, whether such activity or performance is by Sublessee or by anyone directly or indirectly employed by or contracted with by Sublessee and whether such Claim shall be discovered before or after Lease Termination. The indemnity obligations of Sublessee under this Section 4.5 do not extend to Claims to the extent they arise as a result of the Indemnitees' gross negligence or willful misconduct.

At its sole discretion, the Lessor may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Sublessee of any obligation imposed by this Agreement. The Lessor shall notify Sublessee promptly of any claim, action or proceeding and cooperate fully in its defense.

4.6 Mechanic's Liens. Subject to the right to contest the same prior to payment, Sublessee agrees to keep the Premises free and clear of all mechanics' liens and other liens on account of work done by or for a Party. Sublessee shall indemnify, defend (with counsel reasonably acceptable to the Lessor) and hold the Indemnities harmless from and against all liability, loss, damages, costs and expenses (including reasonable attorney's fees) incurred by or brought against the Lessor for claims of lien of laborers or material men or others for work performed or materials or supplies furnished to the Lessor or persons claiming under it. In the event any lien is recorded, Sublessee shall, within twenty (20) days following such recordation, cause such lien to be removed of record by bonding or otherwise.

4.7 Removal of Lessor Equipment. Sublessee acknowledges and agrees that the equipment identified in Exhibit E ("**Lessor Equipment**") is, and shall remain, the property of Lessor. Sublessee shall under no circumstances remove Lessor Equipment from the Premises except with the prior written consent of Lessor, and subject to the terms of such written consent. Lessor reserves the right to pursue any remedies allowed by law, whether civil or criminal, if Sublessee removes Lessor Equipment in violation of this Section 4.7.

ARTICLE V

MANAGEMENT, USE AND OPERATION OF THE PROPERTY

5.1 Permitted Uses. Sublessee may use the Premises for the operation of the Business and for no other purposes without the prior written consent of the Lessor. Sublessee shall not use or permit the Premises to be used in whole or in part during the Term for any purpose, without the written consent of the Lessor.

5.2 Nondiscrimination. Sublessee herein covenants by and for itself, its heirs, executors, administrators, and 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, 12946.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the use, occupancy, tenure or enjoyment of the Premises herein leased nor shall Sublessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection of employees or vendees in the Premises herein leased.

5.3 Patio Area. Sublessee has the right to use the outdoor seating area (the "Patio Area") to be agreed upon by the Lessor and the Sublessee. If Sublessee decides to use the Patio Area, the Base Rent shall increase by the per square foot price multiplied by the Patio Area sizes of 400 square feet. Sublessee will be responsible for all costs associated with maintaining the Patio Area. Should Sublessee fail to maintain the Patio Area in a first class manner in Lessor's sole discretion, then Lessor has the right to maintain the Patio Area and charge Sublessee for the additional maintenance cost or terminate Sublessee's use of the Patio Area. Sublessee shall insure the Patio Area as part of Premises. Sublessee is responsible for securing and maintaining the outdoor dining permit, obtain an encroachment permit and any other required/related permits.

5.4 Maintenance, Repair and Inspection of the Premises

5.4.1 Common Area Maintenance.

(a) The term "**Common Areas**" means all areas and facilities outside of the boundaries of the Premises and within the exterior boundaries of the Vidrio Building that are provided and designated by Lessor, in its sole discretion, from time to time, for the general use and convenience of Sublessee and its Authorized Representatives and invitees, and of other Sublessees and occupants of the Vidrio Building and their respective Authorized Representatives and invitees. Common Areas include, without limitation, pedestrian walkways, patios, landscaped areas, sidewalks, service corridors, restrooms, stairways, elevators, lobbies, decorative walls, plazas, fountains, waterscapes, malls, throughways, loading areas, refuse collection areas, ramps and parking areas to the extent such areas and facilities are located at the Vidrio Building.

(b) Lessor grants to Sublessee and its Authorized representatives and invitees the nonexclusive right to use the Common Areas with others who are entitled to use the Common Areas, subject to Lessor's rights set forth in Section 5.4.1(c).

(c) Subject to the last paragraph of this Section 5.4.1 (c), Lessor may reduce, or change in any manner the Common Areas as Lessor, in its sole discretion, shall decide. Lessor shall also have, without limitation, the right to:

(i) Establish and enforce reasonable rules and regulations applicable to Sublessee concerning the maintenance, management, use and operation of the Common Areas;

(ii) Close, if necessary, parts of the Common Areas to whatever extent may be legally sufficient in the opinion of Lessor's counsel to prevent dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas;

(iii) Close temporarily parts of the Common Areas for maintenance, repair and renovation purposes; and

(iv) Select an outside entity (which may be a related entity) to maintain and operate the Common Areas, if at any time Lessor determines that the best interests of the Vidrio Building will be served by having the Common Areas maintained and operated by any such outside entity.

Notwithstanding the provisions of this Section 5.4.1(c), in exercising its rights hereunder, Lessor shall provide reasonable visibility of and access to and from the Premises.

(d) Parking. Sublessee has the nonexclusive use, in common with the Lessor, of the non-reserved public automobile parking areas and driveways. Sublessee agrees to cause its employees to park their automobiles in accordance with Lessor's parking rules and regulations as established from time to time. Sublessee hereby acknowledges that certain public events held in the Pittsburgh downtown area may affect parking availability and vehicular access to the Premises from time to time.

5.4.2 Maintenance and Repair Obligations.

(a) Lessor's Repair Obligations. Lessor shall, subject to the casualty provisions of Article IX, maintain: (a) the Common Areas; (b) roofs (excluding interior ceilings), foundations, and exterior walls at the Vidrio Building (excluding all doors, plate glass, storefronts, display and other windows); and (c) plumbing, pipes and conduits located in the Common Areas. On demand, Sublessee shall reimburse Lessor for all costs and expenses incurred by Lessor which are required to make any repair to the Premises and/or other parts of the Vidrio Building in connection with or resulting from (i) any alteration or modification to the Premises or to the Vidrio Building equipment performed by, for or because of Sublessee or to special equipment or systems installed by, for or because of Sublessee, (ii) the installation, use or operation of Sublessee's property, fixtures and equipment, (iii) the moving of Sublessee's property into or out of the Vidrio Building or in and about the Premises, (iv) Sublessee's use or occupancy of the Premises in violation of Article V or in a manner not contemplated by the parties at the time of execution of this Lease (e.g., subsequent installment of special use rooms), or (v) the acts or omissions of Sublessee or Sublessee's Authorized Representatives, invitees, sublessees, and/or licensees, all of which shall be solely Sublessee's obligation.

(b) Sublessee's Repair Obligations. Subject to the casualty provisions of Article IX and Lessor's obligations pursuant to Section 5.4.2, Sublessee, at Sublessee's expense, shall maintain the Premises in good order, condition and repair, including, without limitation, the following: Interior surfaces of walls and ceilings; floors; wall and floor coverings; interior and exterior windows and plate glass; window coverings; doors; locks on closing devices; window casements and frames; all plumbing (including hot water heater) and electrical systems within and serving the Premises (including replacement of light bulbs and tubes); exterior entrances; heating and air conditioning; and all switches, fixtures and equipment located within and serving the Premises. Upon receipt of reasonable notice from Sublessee, Lessor may perform, at the expense of Sublessee repairs and maintenance to plumbing, pipes and electrical wiring located within

walls, above ceiling surfaces and below floor surfaces resulting from the use of the Premises by Sublessee. Lessor shall be responsible for any plumbing, pipes, electrical wiring, switches, fixtures or equipment located in the Premises but serving another sublessee, or any portions of the central heating, ventilation and air conditioning, electrical, mechanical and plumbing systems of the Vidrio Building which are located in the Premises but serving another sublessee. Sublessee shall, at Sublessee's expense, immediately replace all broken or damaged glass with like-kind glass. Sublessee shall keep all areas immediately adjoining the Premises free from trash, litter and obstructions resulting from Sublessee's business at the Premises.

Sublessee will be responsible for the maintenance, which includes but may not be limited to, regularly scheduled cleaning, replacement of filters, or repairs of the filter system. Sublessee, upon the City, Successor Agency, or Lessor's request, will provide copies of maintenance schedules and/or receipts/certificates of maintenance work completed.

Sublessee recognizes that the use of chemicals and/or maintenance techniques are potentially harmful to the Premises or the Vidrio Building, and consequently Sublessee's use of such chemicals or maintenance techniques shall be subject to Lessor's prior written approval.

The failure of Sublessee to maintain the Premises in accordance with this Agreement shall, in the Lessor's discretion, be grounds for termination of this Agreement pursuant to Article XIII.

(c) Sublessee's Maintenance Obligations. Sublessee shall pay all costs and expenses including, if applicable, 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 Lessor or assessed against Sublessee and collected by the Lessor, or both); water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; and janitorial services (whether it be Vidrio Building janitorial service or contracted separately).

(d) Grease Trap Costs. Sublessee is responsible for providing a grease trap, or comparable equipment, for the Premises if required by Applicable Laws. Sublessee is responsible for maintaining the grease interceptor/trap (interior and exterior) or equipment in good working condition in accordance with standard maintenance procedure and shall service the grease trap(s) or equipment consistent with applicable laws.

(e) Garbage. Sublessee, at its sole costs, shall store in sealed steel containers or other approved containers and cause to be removed daily all wet or moist garbage, refuse and trash.

(f) Odors. Sublessee shall not permit foul or offensive odor to emanate from any garbage and trash containers within the Premises, and shall immediately take steps to abate any such odor. Garbage and trash containers shall be placed in the appropriate location for collection no earlier than the close of business the night before collection is scheduled. Garbage and trash containers are to be put away no later than two (2) hours after collection.

Nothing shall be prepared, manufactured or mixed in the Premises which emits any odors into the Vidrio Building.

(g) Warranties. Sublessee shall provide Lessor with copies of all warranty information for all fixtures and equipment installed on the Premises. In addition, Sublessee shall provide proof of maintenance of all such fixtures, filters and equipment in accordance with warranty requirements on an annual basis at the end of each Lease Year. Failure to maintain the fixtures, filters and equipment in accordance with warranty requirements will become an Event of Default under Article XIII of this Agreement.

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

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

5.5 Lessor's Right to Perform Sublessee Obligations. If following notice and the expiration of any applicable cure period as set forth in Section 13.2.1, Sublessee fails to perform its obligations to maintain the Premises in accordance with the standards set forth in this Agreement, the Lessor shall have the right, but not the obligation, to perform such work upon delivery of written notice to Sublessee, and Sublessee shall reimburse the Lessor for all expenditures the Lessor incurs in connection with such work together with interest thereon at the Default Rate specified in Article X. The Lessor's election to undertake such obligation shall not operate as a waiver of any other right or remedy the Lessor may have pursuant to this Agreement.

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

5.7 Compliance with Laws. Sublessee, at its sole cost and expense, shall comply with all Applicable Laws pertaining to the use, operation, and management of the Premises. Sublessee shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Building or the Premises which would result in a nuisance or a violation of law. Sublessee shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the building or the Premises which would result in a nuisance or a violation of law.

5.8 Sublessee Right to Contest. Sublessee shall have the right to contest by appropriate proceedings, in the name of Sublessee, and without cost or expense to the Lessor, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrance of any lien, charge or liability against the Premises or the interest of Sublessee therein, and without subjecting Sublessee or the Lessor to any liability, civil or criminal, for failure so to comply therewith, Sublessee may delay compliance therewith until the final determination of such proceeding. Sublessee shall indemnify, defend (with counsel approved by the Lessor), protect and hold the Indemnities harmless from and against all Claims arising in connection with any such contest brought by Sublessee. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

5.9 Financial Reports. No later than sixty (60) days after execution of this Agreement and annually on the anniversary of the Commencement Date, Sublessee shall provide an annual audited financial statement for the previous fiscal year.

5.10 Maintenance of Licenses and Permits: Legal Compliance. Sublessee will, and will cause Business, to preserve and maintain the existence of their respective licenses, rights, franchises and privileges in the jurisdiction of their formation and all authorizations, consents, approvals, orders, licenses, permits, or exemptions from or registrations with, any governmental agency that are necessary for the transaction of business. Sublessee agrees to comply with all federal, state and local rules, statutes, ordinances and laws which apply to the conduct of its business activities and the construction, improvement and maintenance of its property. Sublessee further agrees to notify Lessor in writing within ten (10) days of its receipt of service or notice in any administrative or judicial proceeding in which Sublessee is named as a party that is related to the occupation or use of the Premises, or that is related to the licensing of Sublessee or any guarantor, including any petitions, complaints or administrative proceedings to amend, modify, counsel, revoke, diminish or otherwise affect any licenses or authorities currently granted to, or in the possession of, Sublessee including, but not limited to, business licenses. All repairs and Alterations to the Premises must be performed by licensed and bonded contractors.

5.11 Payment for City Services. Sublessee agrees to reimburse City for any costs incurred by City to provide additional personnel or services (including, but not limited to, police services, and public works services) that are, in City's sole discretion, (i) directly related to Sublessee's use of the Premises and (ii) beyond the number of City personnel or type of service normally provided by City. The charge for such reimbursement will be calculated based on the actual cost of materials, supplies and direct expenses, plus reimbursement for the cost of City personnel at an hourly rate as reflected in the City's Master Fee Schedule adopted by the City Council. PACF and/or the Successor Agency shall have the authority to enforce this provision.

ARTICLE VI

CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

6.1 Condition of the Premises.

6.1.1 AS-IS Condition. Sublessee will lease the Premises in its "AS IS" condition as such condition exists as of the Possession Date.

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

6.2 Sublessee's Covenants. Sublessee hereby covenants and agrees that throughout the Term:

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

(b) Sublessee 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 Sublessee 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 Business facilities, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, Sublessee shall immediately advise the Lessor in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Sublessee, the Premises or the Building 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 Sublessee, the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Premises or the Building; or (iv) the discovery of any occurrence or condition, by Sublessee, on any real property adjoining or in the vicinity of the Building classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection there with, that may in any way affect the Premises pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims.**" The Lessor 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 Sublessee.

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

(e) If the presence of any Hazardous Material on the Premises results in any contamination of the Building in violation of Hazardous Materials Laws, except to the extent such contamination is caused by the City or the Lessor, Sublessee shall promptly take all actions at its sole expense as are necessary to remediate the Premises as required by law; provided that Sublessee first obtains Lessor approval of such actions, which approval may be withheld in the Lessor's reasonable discretion. All costs and expenses of any Remedial Work shall be paid by Sublessee, it being understood that the Lessor shall incur no cost, expense or liability in connection with any Remedial Work. The Lessor shall have the right, but no obligation, to join and participate in, as a party if it so elects at the Lessor's cost, any legal proceedings or actions initiated in connection

with any Hazardous Material Claims. For purposes of this Agreement, "**Remedial Work**" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Premises or the Building.

6.3 Release of Claims. Sublessee hereby waives releases and discharges forever the Indemnitees from all present and future Claims Sublessee may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Premises.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS 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.

As such relates to this Section 6.3, Sublessee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Sublessee Initials

Sublessee Initials

6.4 Environmental Indemnity. Sublessee shall Indemnify, defend (with counsel reasonably acceptable to the Lessor) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of Sublessee, or the employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of Sublessee to comply with Hazardous Materials Laws, or (iii) the breach by Sublessee of any of its covenants contained in this Article VI. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be

undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 6.4 shall survive the expiration or earlier termination of this Agreement.

6.5 Definitions.

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

6.5.2 Hazardous Materials Laws. As used herein "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 6.5.1, as any of the foregoing may be amended from time to time.

Article VII TENANT IMPROVEMENTS

7.1 Construction of Tenant Improvements.

7.1.1 Approval of Tenant Improvements. Sublessee must receive written approval from the Lessor prior to the construction of any improvements, changes, utility

installations or alterations (the “**Sublessee Improvements**”) that affect the Premises or the exterior of the building. Prior to expending any funds for the acquisition, installation and/or construction of any Sublessee Improvements, Sublessee hereby agrees to submit to Lessor the plans, specifications, bid(s) and cost estimates for the undertaking of the Sublessee Improvements.

7.1.2. Permits. Sublessee shall comply with all applicable building and design review permits and any other required state, county, or City approvals (“**Permits**”).

7.2 Prevailing Wages. To the full extent required by all applicable state and federal laws, rules and regulations, if any, Sublessee and its contractors and agents shall comply with California Labor Code Section 1720 *et seq.* and the regulations adopted pursuant thereto (“**Prevailing Wage Laws**”), and are responsible for carrying out the requirements of such provisions. If applicable, Sublessee shall submit to Lessor a plan for monitoring payment of prevailing wages and shall implement such plan at the sole expense of Sublessee.

Sublessee shall indemnify, defend (with counsel approved by Lessor) and hold the Indemnitees harmless from and against all Claims which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in the construction of the Sublessee Improvements, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Sublessee related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Lessor does not and will not waive any rights against Sublessee that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Lessor, or deposit by Sublessee to Lessor of any of the insurance policies described in this Agreement. The provisions of this Section 7.2 survive the expiration or earlier termination of this Agreement. The indemnification obligations of Sublessee as set forth in this Section shall not apply to Claims arising from the gross negligence or willful misconduct of the Indemnitees.

ARTICLE VIII INDEMNITY AND INSURANCE

8.1 Indemnity. To the fullest extent permitted by law, Sublessee shall indemnify, defend (with counsel reasonably acceptable to the Lessor) and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Business on the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by Sublessee on the Premises, (iv) any

breach or default by Sublessee in the performance of any covenant or agreement to be performed by Sublessee pursuant to the terms of this Agreement, (v) any negligence of Sublessee, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term, in or on the Premises, and (vii) the furnishing of labor or materials by Sublessee or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the Lessor by reason of any such Claim, Sublessee, upon notice from the Lessor, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Lessor. If an insurer under insurance required to be maintained by Sublessee hereunder shall undertake to defend the Lessor under a reservation of rights with respect to ultimate coverage and the Lessor shall reasonably deem it necessary to retain independent counsel with respect to such matter, Sublessee shall pay the reasonable fees of such counsel. The obligations of Sublessee under this Article VIII do not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

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

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

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

(c) Workers' compensation insurance that complies with the statutory requirements of the State of California.

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

(e) Within five (5) days of the Effective Date, Sublessee shall furnish Lessor with certificates of insurance in form acceptable to Lessor evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligations on the part of the carrier to notify the Lessor of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

(f) If any insurance policy or coverage required hereunder is canceled or reduced, Sublessee shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of

cancellation or reduction, file with Lessor a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Lessor may, without further notice and at its option, procure insurance coverage at Sublessee's expense, and Sublessee shall promptly reimburse Lessor for such expense upon receipt of billing from Lessor.

(g) If Sublessee undertakes construction of Sublessee Improvements pursuant to Article VII, Sublessee shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the Indemnitees as additional insured's and otherwise in compliance with all requirements set forth in this Section 8.2.

ARTICLE IX DAMAGE AND DESTRUCTION

9.1 Damage or Destruction. In the event of any damage to or destruction of the Premises during the Term, the Lessor shall elect by written notice delivered to Sublessee within sixty (60) days following the date of the occurrence of the damage to either remove the Premises or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the Lessor elects to restore the Premises, the Lessor shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the Lessor pursuant to this Agreement. If the Lessor does not elect to restore the Premises and the Lessor does not exercise its right to terminate this Agreement pursuant to Section 13.3 within one hundred twenty (120) days following the date of the occurrence of the damage, then at the Lessor's option this Agreement will terminate upon delivery of written notice to Sublessee. If the Lessor elects to restore the Premises, the Lessor shall confer with Sublessee regarding the design and plans for such restoration of the Premises.

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

9.3 Lessor's Right to Terminate. Notwithstanding any contrary provision of this Article IX, the Lessor has the option to terminate this Agreement and be relieved of the obligation to restore the Premises where all or substantially all of the Premises are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by Sublessee and/or the Lessor nor required to be insured against by Sublessee

and/or the Lessor under this Agreement.

ARTICLE X LANDLORD'S RIGHT TO PERFORM SUBLESSEE'S COVENANTS

If Sublessee fails at any time to pay any Imposition or other charge payable by Sublessee to a third party as required under this Agreement, or to comply with the requirements set forth in Section 8.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Agreement, then the Lessor, after thirty (30) days' written notice to Sublessee and without waiving or releasing Sublessee from any obligation of Sublessee hereunder, may (but is not required to): (i) pay such Imposition or other charge payable by Sublessee; (ii) pay for and maintain the insurance policies required pursuant to this Agreement, or (iii) make such other payment or perform such other act on the part of Sublessee to be made or performed under this Agreement; and the Lessor may enter upon the Premises for such purpose and take all such action thereon as may be reasonably necessary therefore.

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

ARTICLE XI MORTGAGES

11.1 Non-Subordination of Fee. The Lessor will not subordinate its leasehold interest in the Premises or its right to rent payments hereunder or any other right of the Lessor under this Agreement. Except as expressly set forth in this Agreement, Sublessee may not mortgage its interest in the Premises. Notwithstanding anything to the contrary, the Lessor has no obligation to encumber or otherwise subordinate its fee interest in the Premises to Sublessee.

11.2 Estoppel Certificates. Sublessee shall, within ten (10) days after receipt of a request from lessor or any lender of Lessor, execute, acknowledge and deliver to Lessor or such lender either a statement in writing or a three party agreement among Lessor, Sublessee and such lender (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified is in full force and effect) and the date to which Rent is paid in advance, if any, (b) acknowledging that there are not, to Sublessee's knowledge, any uncured defaults on the part of Lessor under this Lease, or specifying such defaults if any are claimed, and (c) specifying any further information and agreeing to such notice provisions and other matters reasonably requested by Lessor or such lender. Any such statement may be conclusively relied upon by a prospective purchaser or lender of the

Premises. Sublessee's failure to deliver such statement within ten (10) days will constitute a default under this Lease. If Sublessee fails to deliver the statement within the ten (10) days, Sublessee irrevocably constitutes and appoints Lessor as its special attorney-in-fact to execute and deliver the statement to any third party.

ARTICLE XII ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMEN

12.1 Restrictions on Transfer, Assignment and Encumbrance. Sublessee has no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises, the fixtures, any Sublessee Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise.

12.2 No Involuntary Transfers. No interest of Sublessee in this Agreement, the Premises or part thereof is assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the assets of Sublessee for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

Any transfer described in this Section 12.2 constitutes an Event of Default under this Agreement by Sublessee, and Lessor has the right to terminate this Agreement pursuant to Article XIII as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of Sublessee.

12.3 No disturbance. Provided that Sublessee is not in default under this Agreement, the possession, use and enjoyment of the Premises by Sublessee will not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of Lessor, or any exercise of any remedies under this Agreement. Sublessee shall ensure that its possession, uses and enjoyment of the Premises does not interfere with, disturb or diminish or otherwise affect in any manner any other tenants in the Building.

ARTICLE XIII DEFAULT, REMEDIES AND TERMINATION

13.1 Event of Default. Sublessee will be in default under this Agreement upon the occurrence of any of the following events of default (each, an "**Event of Default**"):

(a) **Payment of Base Rent.** Sublessee fails to pay Base Rent when due and Sublessee fails to cure such default within thirty (30) business days;

(b) **Other Monetary Obligations.** Sublessee at any time is in default hereunder as to any monetary obligation other than Base Rent (including without limitation, the obligation of Sublessee to pay taxes and assessments due on the Premises or part thereof, subject to the right of Sublessee to contest such charges

pursuant to Section 3.2), and such default continues for thirty (30) days after the date upon which the Lessor shall have given Sublessee a Notice of Default (as defined in Section 13.2.1);

(c) Insurance. Sublessee fails to obtain and maintain any insurance required pursuant to Section 8.2 of this Agreement, and Sublessee fails to cure such default within ten (10) days following receipt of Notice of Default;

(d) Abandonment. Sublessee 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 Sublessee hold interest of Sublessee in this Agreement occurs in violation of the provisions of Article XII;

(f) Non-Monetary Obligations. Sublessee defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 13.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the Lessor has given written notice of the default to Sublessee; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if Sublessee commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

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

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

unstayed for an aggregate of sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Sublessee;

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

(j) Liens. The failure of Sublessee to satisfy the requirements of Section 4.6 within the time periods specified therein.

13.2 Notice and Opportunity to Cure.

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

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

13.3 Remedies Upon Default.

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

13.3.2 Remedies Upon Abandonment. If Sublessee should default under this Agreement and abandon the Premises, the Lessor may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it

becomes due hereunder. Additionally, the Lessor is entitled to recover from Sublessee all costs of maintenance and preservation of the Premises, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and the Lessor's interest under this Agreement.

13.3.3 Lessor Right to Continue Lease. In the event of any default, if Sublessee fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, under this Agreement by Sublessee (and regardless of whether or not Sublessee has abandoned the Premises), this Agreement does not terminate (except by an exercise of the Lessor's right to terminate under Section 13.3.1) unless the Lessor makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the right to possession held by Sublessee. For so long as this Agreement continues in effect, the Lessor may enforce all of the Lessor's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the right to possession held by Sublessee: (a) acts of maintenance or preservation or efforts to re-let the Premises; or (b) the appointment of a receiver upon initiative of the Lessor to protect the Lessor interest under this Agreement.

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

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

13.4 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 Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

13.5 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, provision's and

conditions of this Agreement, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the Lessor upon the conditions and subject to the provisions in this Agreement to terminate the right of possession held by Sublessee because of any default in or breach of any of the covenants, provisions or conditions of this Agreement beyond the applicable cure period.

13.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the Lessor under Article VIII of this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the Lessor 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 Alterations or any part thereof shall relieve Sublessee of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

ARTICLE XIV GENERAL PROVISIONS

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

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

14.2 Lessor's Right to Enter the Premises. The Lessor and its agents may enter the

Premises from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of no responsibility and similar notices, and to discharge the obligations of Sublessee as stated hereunder when Sublessee has failed to do so within a reasonable time after written notice from the Lessor.

14.3 Representations of Lessor and Sublessee.

14.3.1 Sublessee hereby represents and warrants that all of the following are true and correct as of the Effective Date:

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

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

14.3.2 Lessor hereby represents and warrants that all of the following are true and correct as of the Effective Date:

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

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

14.4 Miscellaneous.

14.4.1 Severability. If any term or provision of this Agreement or the application

thereof. to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

- (a) personal delivery, in which case notice is effective upon delivery;
- (b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account; in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (d) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (i) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (ii) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Lessor: Pittsburg Arts and Community Foundation
65 Civic Drive
Pittsburg, CA 94565
Attention: Executive Director
Telephone: 925-252-4850
Facsimile: 925-252-4851

Sublessee: Tu Nguyen and Kim Tran
610 Railroad Avenue
Pittsburg, CA 94565
Telephone: 415-531-5572

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

according to its fair meaning as a whole, as if both Parties had prepared it.

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

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

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

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

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

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

14.4.10 Entire Agreement. This Agreement, together with Exhibits A through E which by this reference is hereby incorporated herein, contains the entire agreement

between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

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

14.4.12 Amendments. The Executive Director, in his/her sole discretion, may make minor amendments to this Agreement. A minor amendment shall be any modification that does not make a substantive change, modification or deviation in the terms this Agreement or any Exhibits attached hereto ("Minor Amendment"). Minor Amendments shall include, but are not limited to, the times for performance, square footage available for lease; changes in maintenance responsibilities, and alternations to the Premises.

Minor Amendments may be approved by the prior written consent of the Executive Director. The Executive Director's determination as to the status of any Minor Amendment is final. The Executive Director also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the Board of Directors and not by the Executive Director. Any amendments to this Agreement shall be in writing and signed by both parties to the Agreement.

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

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

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

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

14.4.17 Right to Use The Facility. During the Term of this Sublease, the Lessor shall be allowed one (1) scheduled event at the Premises every calendar year ("**Scheduled Event**") with no restrictions on day of week. Said Scheduled Event shall be provided to the Sublessee with at least thirty (30) days' notice and not conflict with any previously scheduled Sublessee events. Such schedule shall include the proposed date for the Scheduled Event, the proposed use and the portion of the Premises to be used during the Scheduled Event.

In the event the Landlord desires to cancel or re-schedule an event, the Lessor shall prove the Sublessee no less than ten (10) days written notice of such cancellation or rescheduling. Following the Sublessee's receipt of the schedule, the Sublessee shall reserve the Premises for the Lessor's use on the date of the Schedule Event and thereafter shall permit the Lessor (or the Lessor's assigns) the use and occupancy of the Premises on the date of the Scheduled Event. Following the Lessor's reservation of the Premises for a Scheduled Event, the Sublessee shall not use or permit the use of the Premises with the prior written consent of the Lessor during the time of the Scheduled Event. In the event the Sublessee has previously scheduled the use of all or a portion of the Premises which will, in the Tenant's reasonable judgment, materially interfere with the Scheduled Event, then the Sublessee shall promptly notify the Lessor in writing of such conflict, and thereafter the Parties shall promptly meet in good faith to reschedule the proposed Scheduled Event for the next available date mutually acceptable to the Parties.

Unless otherwise agreed to in writing by the Parties, for any Scheduled Event by the Lessor (or the Lessor assigns) shall have the right to enter, use, and occupy the Premises commencing no earlier than 8:01 a.m. (PST) the day of the Scheduled Event and terminating no later than 11:30 p.m. (PST) the day of the Scheduled Event, unless prior arrangements have been agreed to. Sublessee agrees that the Lessor (or the Lessor assigns including all guests, invitees, agents, or licensees) shall peaceably and quietly have, hold, and enjoy the Premises during the Scheduled Event at no cost.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives in the City of Pittsburg, State of California, as of the date first written above.

**PITTSBURG ARTS AND COMMUNITY FOUNDATION,
a California 501(c)(3) nonprofit Corporation**

By: _____
Garrett Evans, Executive Director

ATTEST:

REVIEWED AS TO FORM

By: _____
Alice Evenson, Foundation Secretary

By: _____
Donna Mooney, Foundation Attorney

TU NGUYEN, an individual,
doing business as CreAsian Bistro

By: _____
Title: Owner

KIM TRAN, an individual,
doing business as CreAsian Bistro

By: _____
Title: Owner

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of Claims ("Agreement") is entered into on this ___ day of February, 2019, by and between the Pittsburgh Arts and Community Foundation, Inc., a California 501c)(3) non-profit corporation ("PACF"), on the one hand, and Shelly Ha, an individual ("HA"), Tu Nguyen, an individual ("NGUYEN"), and Kim Tran, an individual ("TRAN") (collectively referred to as the "Parties").

RECITALS

- A. PACF is the lessee at 610 and 630 Railroad Avenue (collectively referred to as "610 Railroad Avenue") pursuant to that Master Lease dated February 7, 2011, with the property owner Redevelopment Agency of the City of Pittsburgh (now Successor Agency to the Redevelopment Agency).
- B. PACF entered into a sublease with HA on June 1, 2016, for use of the property as a commercial restaurant.
- C. On June 18, 2018, mold was observed on the backside of the kitchen walls on the sublet premises.
- D. A dispute has arisen regarding the obligations and responsibilities of PACF and HA regarding abatement of the mold.
- E. HA seeks to terminate the sublease so that family members NGUYEN and TRAN may enter into a sublease to operate the commercial restaurant.
- F. The Parties desire to settle and resolve their dispute and avoid further expense, and without admission of liability.
- G. The Parties, without admitting liability, hereby enter into this Settlement Agreement and Release.

AGREEMENT

Therefore, for good and sufficient consideration, the Parties agree as follows:

1. Incorporation of Recitals. The recitals are hereby incorporated into this Agreement as though fully set forth herein.
2. Non-Monetary Relief. On or before March 1, 2019, HA, NGUYEN and TRAN, jointly and severally, agree to retain a qualified contractor to complete abatement of the mold behind the kitchen walls by April 30, 2019, adhering to state law regarding mold abatement, or in the absence of state law, industry guidelines and best practices.

3. Monetary Relief. PACF agrees to purchase a Two Thousand Dollar (\$2,000) gift certificate to be used for future catering services from the current operator of the commercial restaurant, whether HA or NGUYEN and TRAN. PACF further agrees to provide three months of Rent credit on February 2019, December 2019, and February 2020.

4. Release. For and in consideration of the covenants contained herein and in consideration of the sums described above, HA, NGUYEN and TRAN and each of them hereby releases, acquits and forever discharges the Successor Agency of the City of Pittsburgh and PACF, their predecessors, successors and assigns and their respective officers, directors, employees, agents, other representatives and shareholders, of and from any and all claims, potential claims, demands, causes of action, obligations, and liabilities of every kind and nature whatsoever which each had, or claims to have had, or now has, against PACF and/or the Successor Agency, which relate to or arises out of the sublease or use of 610 Railroad Avenue through the effective date of this Agreement.

5. Waiver of rights under Civil Code Section 1542. As to the matters released herein, HA, NGUYEN and TRAN expressly waives, to the full extent permitted by law, all rights pursuant to Section 1542 of the California Civil Code which provides 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.

HA, NGUYEN and TRAN each acknowledge that he or she is aware that s/he or his/her attorney may discover facts in addition or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is his or her intention to settle and release fully, finally and forever, any and all disputes and differences, known and unknown, suspected and unsuspected, which might have been asserted but have been released as set forth above.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall be deemed an original for purposes of enforcement of this Agreement.

8. No Admission of Liability. It is understood that this Agreement is given in compromise of disputed claims. Neither the Agreement nor the performance of any terms of this Agreement shall be construed as an admission of liability on behalf of any of the Parties hereto, said Parties intending merely to avoid the expense of litigation.

9. Ownership of Claims: The Parties represent and warrant that there has been no assignment or other transfer of any interest in any claim which they might have.

10. Law and Venue: This Agreement is to be governed by, and construed in accordance with, the laws of the State of California. Any action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in the County of Contra Costa, State of California.

11. Attorney's Fees: In the event any litigation or other proceeding is brought to enforce the terms of this Agreement, or in the event of any litigation or other proceeding involving, arising out of, or in connection with this Agreement, each party shall bear their own costs for attorneys' fees, expenses and other costs.

12. Binding Agreement: This Agreement together with the releases herein contained, shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest, and assignees of the respective parties.

13. Party Representations and Warranties: Each of the parties to this Agreement represents, warrants and agrees as follows:

- a. This Agreement has, in all respects, been voluntarily and knowingly executed by such party.
- b. Such party has had an opportunity to seek and has sought legal advice from legal counsel of such party's choice with respect to the advisability of executing this Agreement.
- c. Such party has made such investigation of the facts pertaining to this Agreement as such party deems necessary.
- d. The terms of this Agreement are the result of negotiations among the parties and are entered into in good faith by the parties in accordance with California law.
- e. This Agreement has been carefully read by such party and the contents hereof are known and understood by such party.
- f. Such party has not heretofore assigned or transferred any matter released by this Agreement or any part or portion thereof.

SIGNATURES ON NEXT PAGE

ACCEPTED and AGREED:

DATED: _____, 2019

By: _____
Shelly Ha, an individual

DATED: _____, 2019

By: _____
Tu Nguyen, an individual

DATED: _____, 2019

By: _____
Kim Tran, an individual

DATED: _____, 2019

By: _____
PACF Executive Director Garrett Evans

**CITY OF PITTSBURG
CITY COUNCIL WORKSHOP MINUTES**

DATE: January 26, 2019

LOCATION: Library Community Room, 80 Power Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Mayor Banales called the workshop of the City Council to order at 8:03 A.M. in the Library Community Room, 80 Power Avenue, Pittsburg, CA.

ROLL CALL

All Members were present. Member Scales-Preston arrived at 8:09 A.M.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

CITY MANAGER'S REMARKS

There were no remarks from Acting City Manager Evans.

CITIZENS REMARKS

There were no citizen remarks for items not on the agenda.

WORKSHOP

The workshop was convened with facilitator Patrick Ibarra of The Mejorando Group.

ADJOURNMENT

The City Council meeting was adjourned at 3:03 P.M.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

DATE: February 4, 2019

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Mayor Banales called the meeting of the City Council to order at 7:26 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:00 P.M. for Commission Applicant Interviews. The following Closed Session was convened at 8:19 P.M.:

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

Property: 1000 Center Drive (086-100-037): Negotiators for Successor Agency: Garrett Evans, Maria Aliotti; Negotiating Parties: Meadow Creek Group LLC; Under Negotiation: both price and terms of payment

Property: Civic Avenue (086-100-035): Negotiators for City: Garrett Evans, Maria Aliotti; Negotiating Parties: Meadow Creek Group LLC; Under Negotiation: both price and terms of payment

Property: 610 Railroad Avenue; Negotiators for PACF: Garrett Evans, Maria Aliotti, Janis Glover; Negotiating Parties: Tu Nguyen (CreAsian); Under Negotiation: both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE SUCCESSOR AGENCY; Initiation of potential litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

Two (2) Cases

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE PITTSBURG ARTS AND COMMUNITY FOUNDATION Initiation of potential litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

One (1) Case

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

One (1) Case

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

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

PRESENTATION

Community Advisory Commission Yearly Review

Kolette Simonton presented the Council with the Community Advisory Commission's yearly activities.

CITIZENS REMARKS

Edward James Disibio, Pittsburg, spoke regarding police harassment.

Pedro Garcia, Pittsburg, commented on the intersection of Leland and Loveridge. He noted problems at the bus stops, the Shell gas station, and Walmart parking lot. The bus stops are unkempt and people are gathering there, the gas station's owners are not cleaning the restrooms, the Walmart lot in general has become a problem area.

Kim Simmons, Pittsburg, spoke regarding issues in the Toscana neighborhood. These include using the neighborhood as a pass through for commuters, BART parking and crime in general. She was accompanied by several neighbors.

David Watson, CCCFD Battalion Chief updated the Council on recent activities and service calls.

CITY MANAGER'S REMARKS

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

CONSIDERATION

5. Adoption of a Minute Order Approving Creation of an Ad Hoc Committee for Camp Stoneman Anniversary Celebration

On Motion by Mayor Banales, seconded by Member White to create the ad hoc committee and appoint Members Craft and Scales-Preston to the committee, and carried unanimously.

6. Adoption of a Minute Order Approving Creation of an Ad Hoc Committee for a Community Services Subcommittee

On Motion by Mayor Banales, seconded by Member Craft to create the ad hoc committee and appoint Members Banales and White to the committee, and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

Prior to adoption of the Consent Calendar, the Mayor read into the record the following statement regarding Agenda Item 9:

“Pursuant to Government Code Section 54953(c)(3), Agenda Item 9 is a recommendation to approve the employment agreement for City Manager. The employment agreement sets forth a base salary of \$246,615, which will result in \$8,797 of decreased payroll costs for Fiscal Year 2018-19. The amount of \$246,615 per year, and benefits have been budgeted for Fiscal Year 18-19, as approved on June 18, 2018.

On motion by Member Craft, seconded by Chair/Mayor Banales to adopt the Consent Calendar, and carried unanimously.

7. Minutes of January 22, 2019
8. Adoption of City Council and Related Agency Resolutions to Appoint Garrett Evans as City Manager
9. Adoption of a City Council Resolution Authorizing Design and Construction of Contract 2019-02, East 14th Street Waterline Relocation Project to be Reimbursed by PG&E
10. Adoption of a City Council Resolution to Establish the 2019/2020 Annual Stormwater Utility Area Fee

COUNCIL MEMBER REPORTS/REMARKS

Member Craft attended the Tri Delta Transit meeting.

Member Killings congratulated City Manager Evans on his appointment. He attended the League of California Cities division meeting where they received a legislative update and CASA compact discussion. He also attended a tour of the Trans Bay Cable facility and a community forum luncheon held in Antioch regarding investing in local jobs, workforce training and entrepreneurship. He is looking forward to the upcoming Ceasefire Retreat in Antioch, organized by Pittsburg Police Department's Sgt. Wilkerson.

Member White congratulated City Manager Evans.

Mayor Banales congratulated City Manager Evans.

Prior to convening in Closed Session, City Attorney Mooney took the opportunity to explain Closed Session and what discussions and actions can be taken in Closed Session.

The Council convened to Closed Session at 8:19 P.M.

ADJOURNMENT

The City Council meeting was adjourned at 10:08 P.M. to February 19, 2019.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Receive and File the Treasurer's Report for the Quarter Ending December 31, 2018

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending December 31, 2018, which includes the combined detailed 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 \$787,400, 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 December 31, 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

This item not presented to a subcommittee.

STAFF ANALYSIS

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. Chandler Asset Management is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The City's and the Agency's investment portfolio increased by \$14.9 million during the second quarter of FY 2018-19, from \$98.2 million on September 30, 2018 to \$113.1 million on December 31, 2018. The primary increase was due to: 1.) receiving \$19.2 million in various taxes and fees: property, sales/use tax, special assessments taxes and franchise fees; 2.) normal operating expenses of \$4.3 million.

	BALANCE	BALANCE	
DESCRIPTION	09/30/18	12/31/18	Variance
<u>CASH & INVESTMENTS:</u>			
City Managed	\$ 17,079,529	\$ 31,857,488	\$ 14,777,959
Advisor Managed	81,119,744	81,228,472	108,728
TOTAL	\$ 98,199,273	\$ 113,085,960	\$ 14,886,687

The portfolio's total return for the quarter was 1.45%, comparing to the benchmark of 1.5% as established by the City performance benchmark, Bank of America Merrill Lynch 1-3 Year U.S. Treasury Index.

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 December 31, 2018.

ATTACHMENTS:

Letter from City Treasurer

Investment Report by Chandler Asset Management

Report Prepared By: Priscilla Wong-O'Rourke – Accountant

Report Reviewed By: Laura Mendez, Finance Manager - Reporting

Brad Farmer, Director of Finance



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

February 5, 2019

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending December 31, 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 written in a cursive style with a large, looping "N" and a long, sweeping "P".

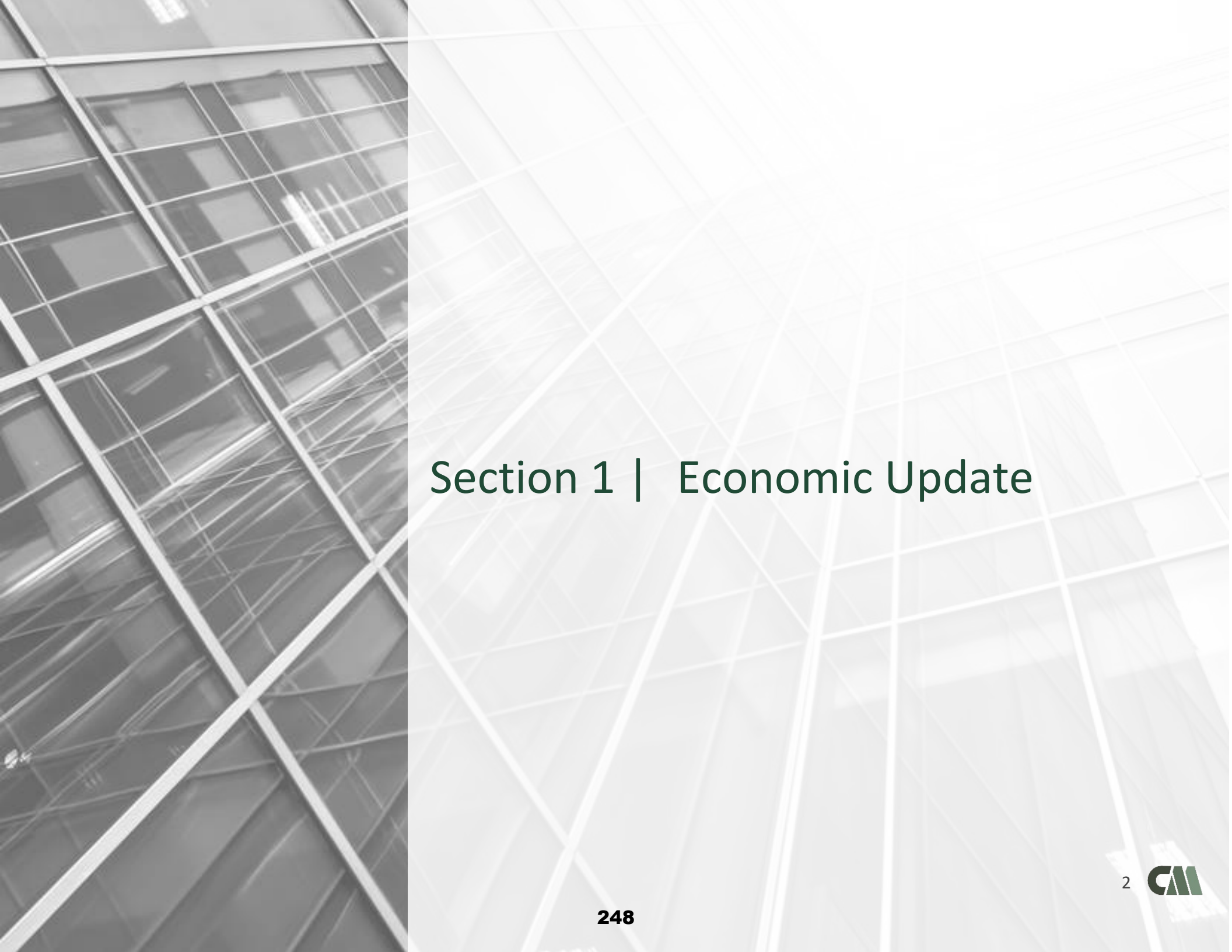
Nancy Parent
City Treasurer

City of Pittsburg

Period Ending December 31, 2018

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

SECTION 1	Economic Update
SECTION 2	Account Profile
SECTION 3	Consolidated Information
SECTION 4	Portfolio Holdings
SECTION 5	Transactions

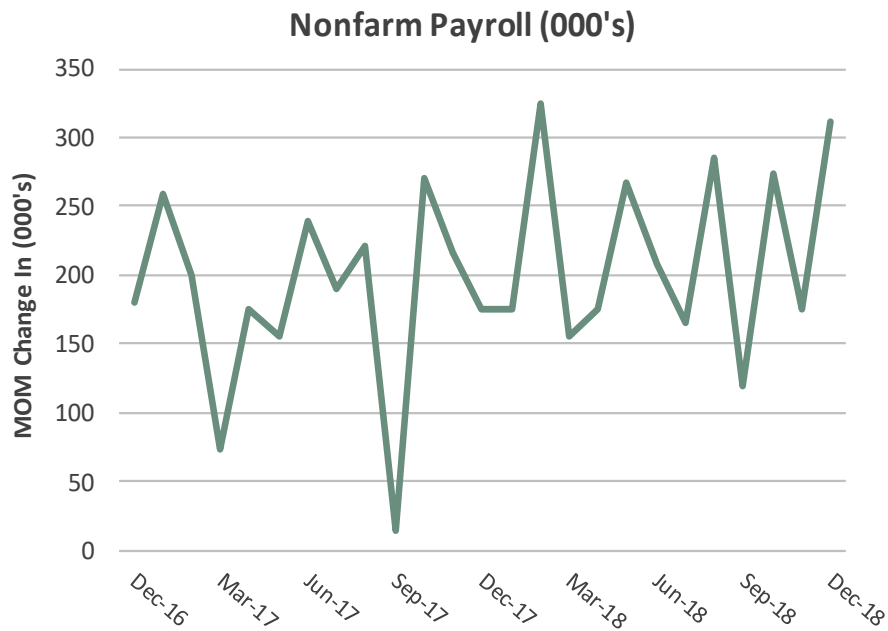


Section 1 | Economic Update

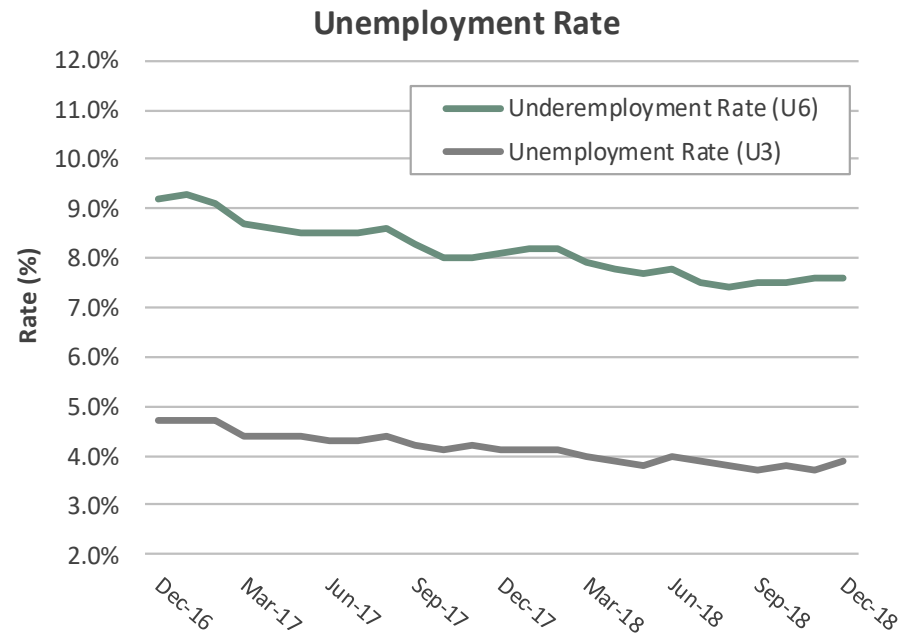
Economic Update

- The Federal Open Market Committee (FOMC) raised the fed funds target rate by 25 basis points in December to a range of 2.25%-2.50%. Although recent economic data has softened, the rate hike was widely expected. The Fed's long run fed funds rate target was lowered to 2.8% from the previous estimate of 3.0%. However, the Fed did little to acknowledge the changing market dynamics and tightening financial conditions, reaffirming their strong economic forecast for 2019 and emphasizing the balance sheet reduction strategy remains on track. Although the modest adjustment in the Fed's projections was a step in the right direction, some market participants were expecting a more dovish tone from the Fed Chair. We continue to believe the terminal fed funds rate will be below 3.0% and believe the Fed is at risk of making a policy error if monetary policy continues to tighten at the same quarterly pace of 2018. We believe there is a high probability that the Fed will keep monetary policy on hold at least through the first quarter.
- Interest rate sensitive sectors such as housing and autos have softened, and financial conditions have tightened in recent months as equity prices have declined, borrowing costs have increased, and the US dollar has strengthened. Although labor market conditions remain tight, we expect the pace of job growth is likely to slow as the economy is at or near full employment. Meanwhile, inflation pressures remain subdued. Though we don't foresee a recession in the near-term, economic growth has eased. The economy is expected to grow 2.5% this year versus 2.9% in 2018.
- Treasury yields declined in December. At month-end, the 2-year Treasury yield was down nearly 30 basis points to 2.49%, while the 10-year Treasury yield was down slightly more than 30 basis points to 2.68%. The spread between 2- and 10-year Treasury yields was just 20 basis points at year-end.

Employment



Source: US Department of Labor

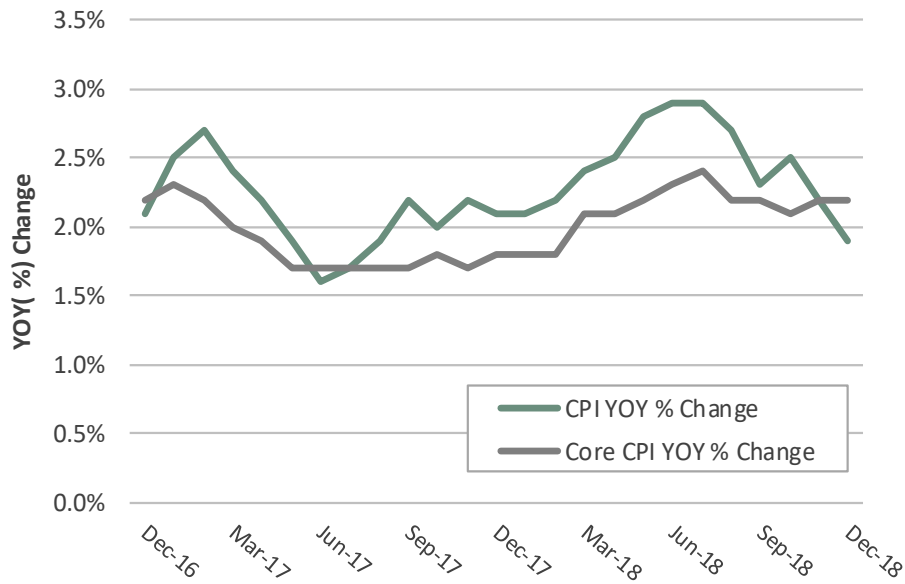


Source: US Department of Labor

U.S. payrolls rose by 312,000 in December, well above the consensus forecast of 184,000. October and November payrolls were revised up by a total of 58,000. On a trailing 3-month and 6-month basis payrolls increased by an average of 254,000 and 222,000 per month, respectively, more than enough to absorb new entrants into the labor market. The unemployment rate increased to 3.9% in December from 3.7% in November as the labor participation rate increased to 63.1% from 62.9%. 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, was unchanged at 7.6%. Wages jumped 0.4% in December on a month-over-month basis, exceeding expectations of 0.3%. Wages were up 3.2% on a year-over-year basis in December, versus up 3.1% year-over-year in November. The average workweek increased to 34.5 hours in December from 34.4 hours in November.

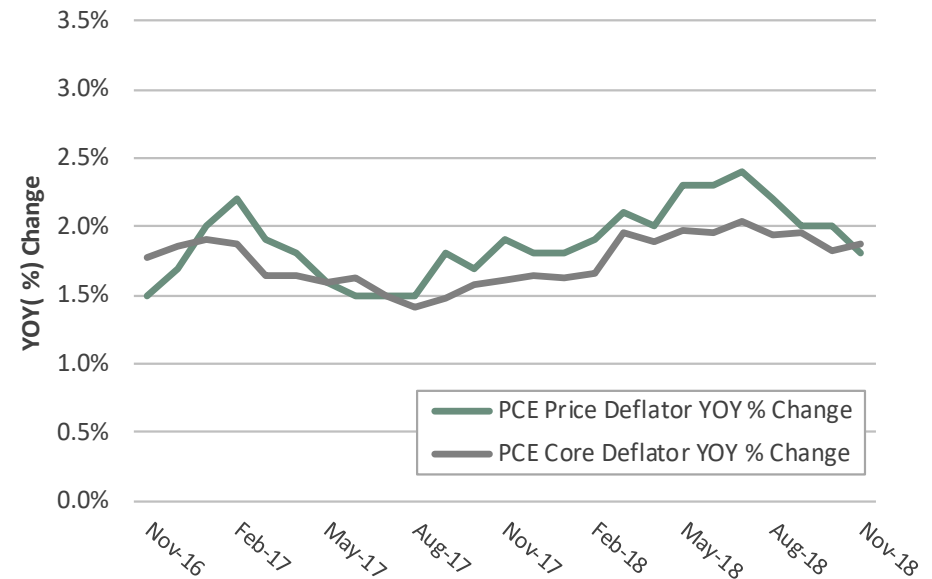
Inflation

Consumer Price Index (CPI)



Source: US Department of Labor

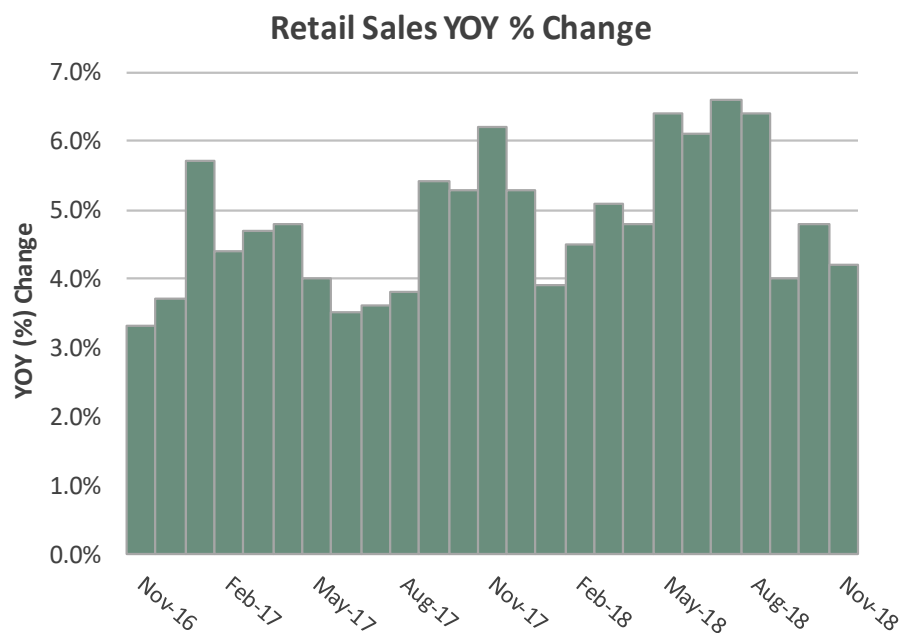
Personal Consumption Expenditures (PCE)



Source: US Department of Commerce

The Consumer Price Index (CPI) was up just 1.9% year-over-year in December, versus up 2.2% year-over-year in November, as energy prices pulled down the index month-over-month. Core CPI (CPI less food and energy) was up 2.2% year-over-year in December, unchanged on a year-over-year basis from November. The Personal Consumption Expenditures (PCE) index was up 1.8% year-over-year in November, versus up 2.0% year-over-year in October. Core PCE (excluding food and energy) was up 1.9% on a year-over-year basis in November, versus up 1.8% in October. Core PCE inflation, which is the Fed's primary inflation gauge remains below the Fed's 2.0% target.

Consumer



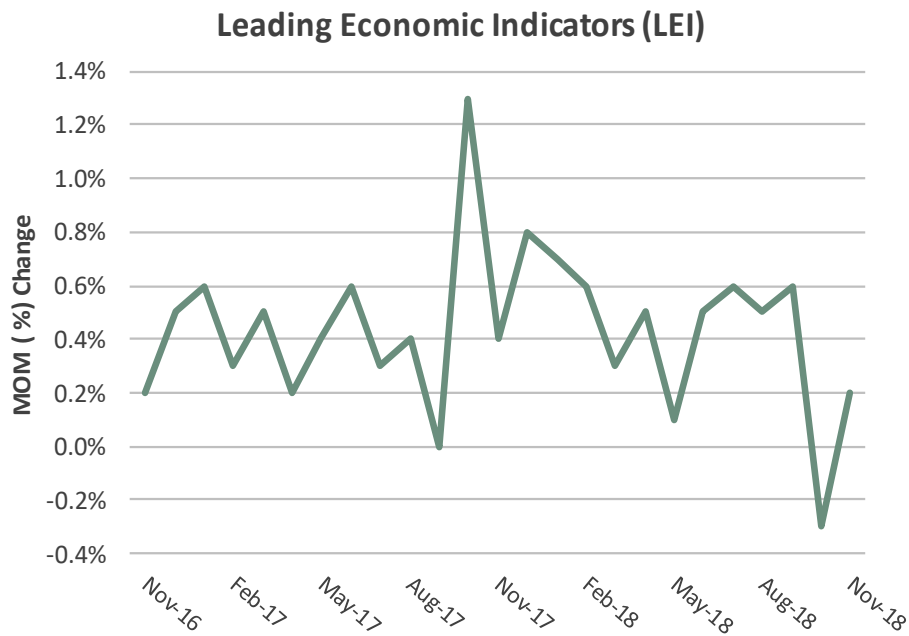
Source: US Department of Commerce



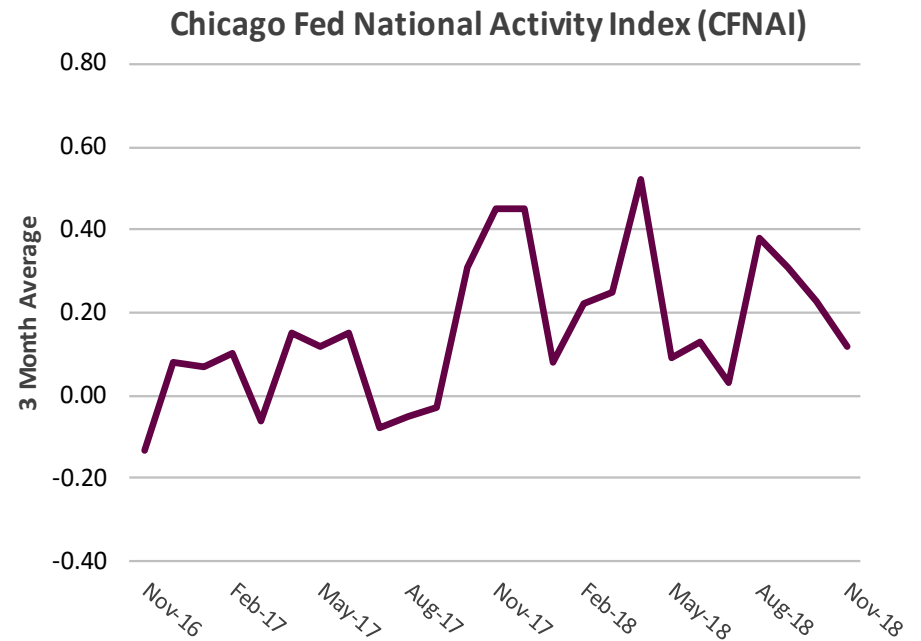
Source: The Conference Board

December retail sales data were delayed due to the government shutdown. On a year-over-year basis, retail sales were up 4.2% in November, versus up 4.8% year-over-year in October. On a month-over-month basis, retail sales increased 0.2% in November, above expectations for a 0.1% increase, following growth of 1.1% in October. October sales were likely boosted in part by a hurricane-related rebound in auto sales and building materials. Lower gas prices held back monthly retail sales growth in November, but sales growth excluding autos and gas was solid. The Consumer Confidence Index remains strong but eased to 128.1 in December from 136.4 in November. Looking ahead, labor market strength should continue to support consumer confidence and spending trends.

Economic Activity



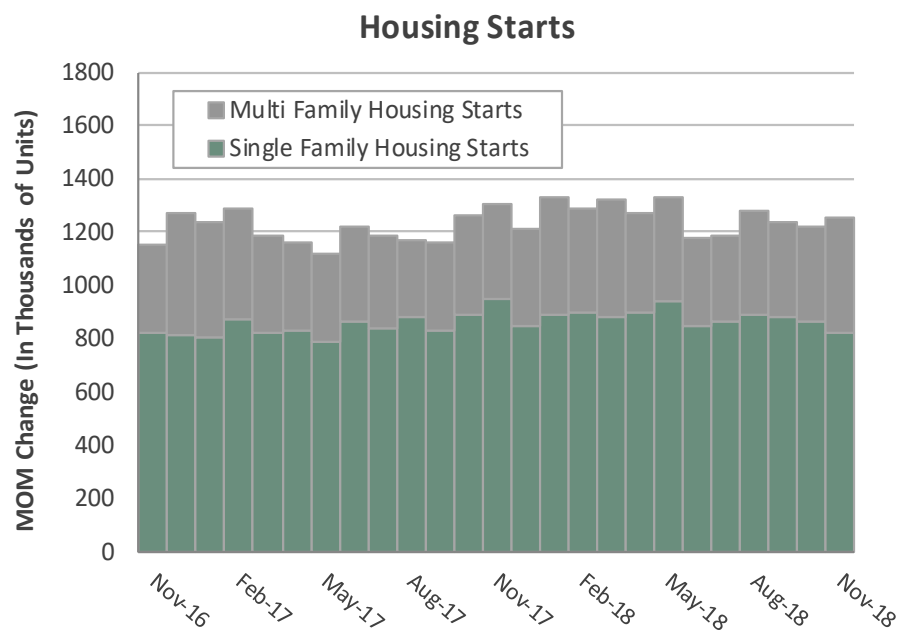
Source: The Conference Board



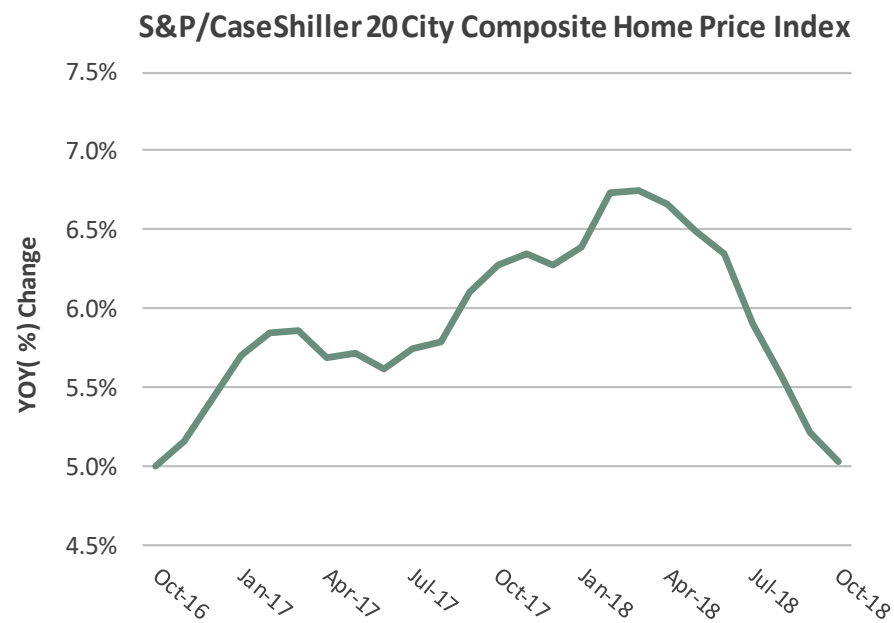
Source: Federal Reserve Bank of Chicago

The Index of Leading Economic Indicators (LEI) rose 0.2% month-over-month in November, following a downwardly revised 0.3% decline in October. Based on the index, the Conference Board believes the US economy will continue to grow at a pace of about 2.8% in early 2019 and then moderate in the second half of the year. The Chicago Fed National Activity Index (CFNAI) increased to 0.22 in November from a sharply downwardly revised 0.0 in October (previously 0.24). On a 3-month moving average basis, the index declined to 0.12 in November from 0.23 in October.

Housing



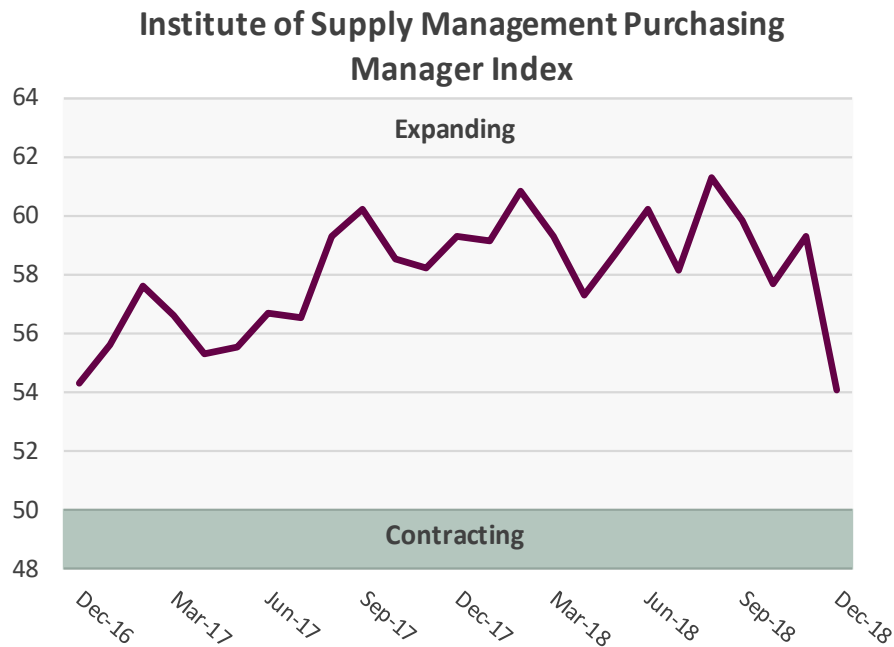
Source: US Department of Commerce



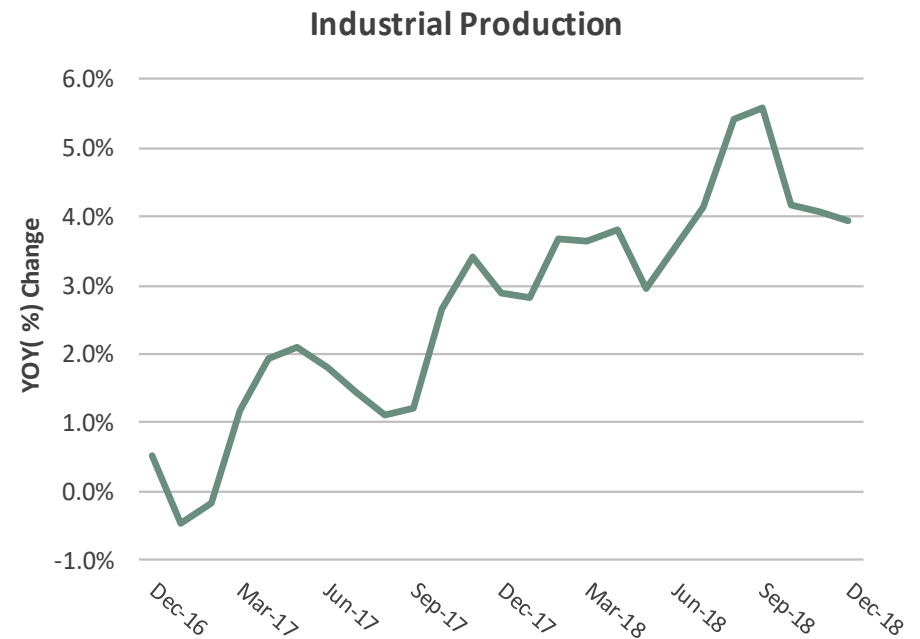
Source: S&P

December housing starts data were delayed due to the government shutdown. In November, total housing starts were stronger than expected, up 3.2% to a 1.256 million annualized rate. The growth was driven by multi-family starts which rose 22.4%. Single-family starts declined 4.6% in November. Permits rose 5.0% in the month. According to the Case-Shiller 20-City home price index, home prices were up 5.0% year-over-year in October, versus up 5.2% in September. The housing sector has softened as mortgage rates have increased.

Manufacturing



Source: Institute for Supply Management



Source: Federal Reserve

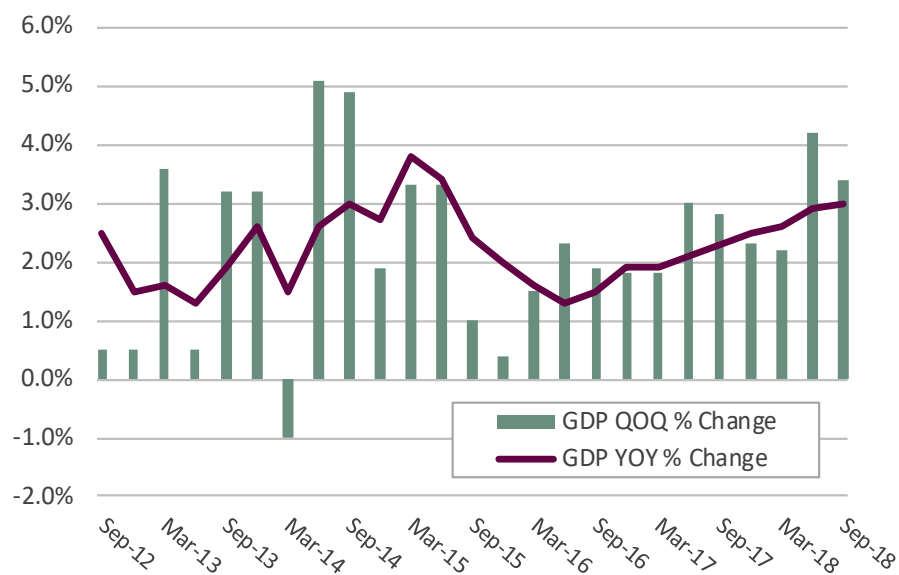
The Institute for Supply Management (ISM) manufacturing index fell to 54.1 in December from 59.3 in November. Despite the large decline, a reading above 50.0 suggests the manufacturing sector is expanding. The Industrial Production index was up 4.0% year-over-year in December versus up 4.1% year-over-year in November. On a month-over-month basis, the manufacturing component of the index jumped 1.1% in December, following a 0.1% increase in November. Capacity Utilization increased to 78.7% in December from 78.6% in November, but 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%	2.4%
Gross Private Domestic Investment	0.1%	1.6%	-0.1%	2.5%
Net Exports and Imports	-0.9%	0.0%	1.2%	-2.0%
Federal Government Expenditures	0.3%	0.2%	0.2%	0.2%
State and Local (Consumption and Gross Investment)	0.2%	0.1%	0.2%	0.2%
Total	2.3%	2.2%	4.2%	3.4%

Source: US Department of Commerce

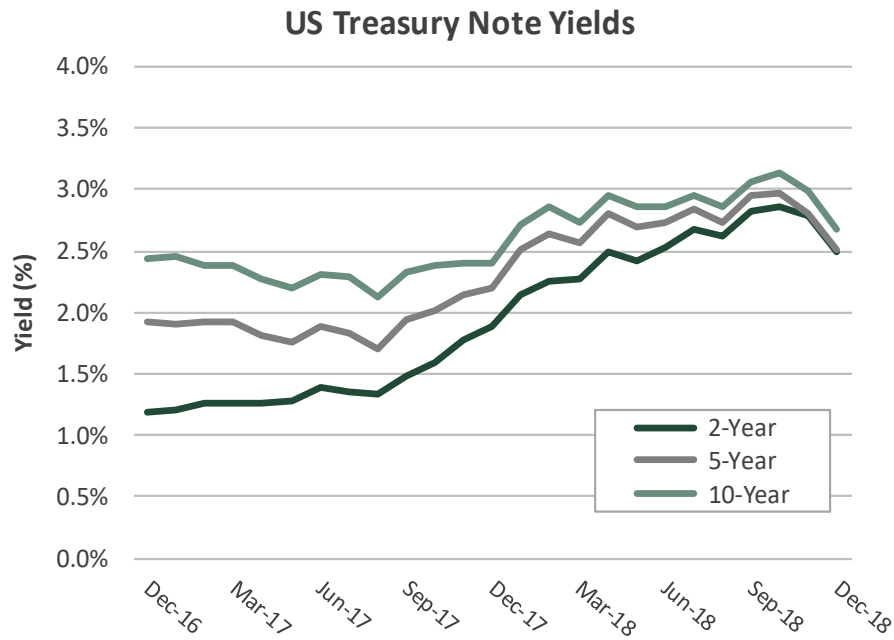
Gross Domestic Product (GDP)



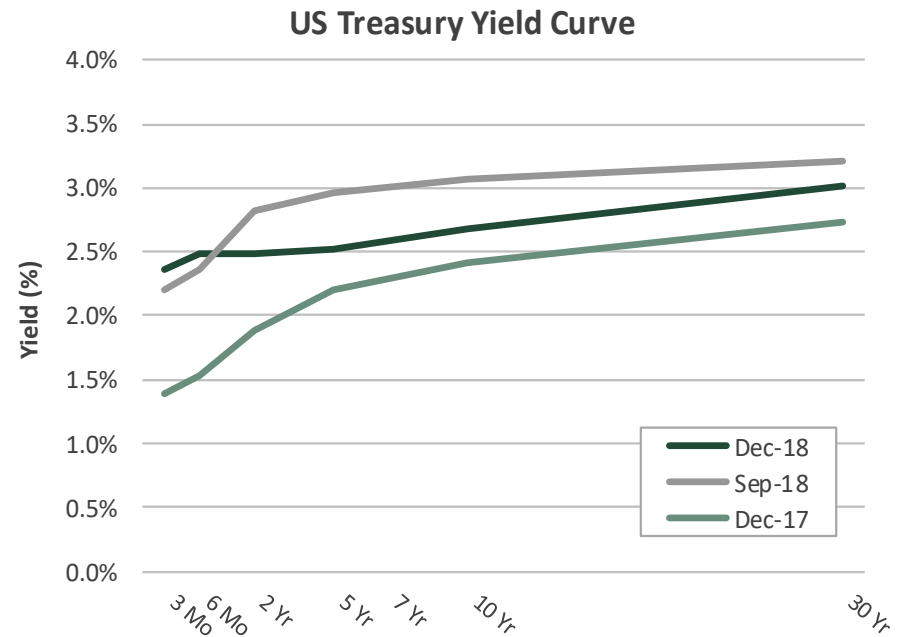
Source: US Department of Commerce

Third quarter GDP grew at an annualized rate of 3.4% (revised down slightly from the second estimate of 3.5%). This follows growth of 4.2% in the second quarter. Inventories and consumer spending drove growth in the third quarter, while net exports were a drag. The consensus forecast calls for GDP growth of 2.6% in the fourth quarter of 2018, 2.1% in the current quarter, and 2.5% for the full year 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 narrowed from 52 basis points to 20 basis points in 2018. Rate hikes by the Federal Reserve have put upward pressure on rates, while supply and demand imbalances, technical factors, weakening global economic growth, 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 Pittsburg Managed Consolidated

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 Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

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 December 31, 2018

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	10,674,725.21	10,674,725.21	9.5%
Investment Pools	20,031,808.83	20,012,801.19	17.7%
Additional Bonded Debt Funds	1,150,954.21	1,150,954.21	1.0%
Total	31,857,488.25	31,838,480.61	28.2%
Funds Managed by City's Investment Advisor			
Operating Funds	61,066,859.97	60,735,790.08	53.8%
Bond Managed Reserve	20,161,612.43	20,312,731.95	18.0%
Total	81,228,472.40	81,048,522.03	71.8%
Total City Funds	113,085,960.65	112,887,002.64	100.0%

City of Pittsburgh Sector Allocation

As of December 31, 2018

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents ¹	10,674,725.21	10,674,725.21	11.7%	1	N/A
Money Market Funds	275,791.49	275,791.49	0.3%	1	2.26%
Investment Pools ²	20,031,808.83	20,012,801.19	21.9%	1	N/A
Total Liquidity	30,982,325.53	30,963,317.89	33.9%	1	2.26%
U.S. Treasury Notes	13,549,946.67	13,482,076.14	14.7%	361	2.31%
Federal Agency Securities	5,120,496.70	5,145,356.26	5.6%	606	2.71%
Negotiable Certificates of Deposit	11,193,589.63	11,156,253.45	12.2%	234	2.29%
Medium-Term Corporate Notes	13,650,269.45	13,430,804.00	14.7%	694	2.29%
Asset-Backed Securities	9,255,942.90	9,222,563.62	10.1%	1,022	2.16%
Commercial Paper	2,954,805.83	2,976,661.95	3.3%	110	2.56%
Supranationals	3,878,615.26	3,863,134.66	4.2%	726	2.07%
Collateralized Mortgage Obligations	662,381.04	658,610.51	0.7%	1,190	2.62%
Municipal Bonds	525,021.00	524,538.00	0.6%	821	2.80%
Total Securities	60,791,068.48	60,459,998.59	66.1%	557	2.32%
Total Operating Funds	91,773,394.01	91,423,316.48	100.0%	369	2.30%
Bonded Debt Funds					
Pittsburg Pension Bond	3,663,569.82	3,685,329.81	17.2%	47	2.29%
Pittsburg AD Auto Mall	315,911.67	318,171.50	1.5%	58	2.28%
Pittsburg AD Vista DM	728,107.50	733,429.04	3.4%	58	2.28%
Pittsburg 2011A PIFA AD Ser	1,494,721.42	1,505,656.08	7.0%	58	2.28%
Pittsburg 2011B PIFA AD Ser	225,229.46	226,833.21	1.1%	58	2.28%
Pitts Succ Ag RDA '99 TAB	465,742.99	469,075.58	2.2%	29	2.24%
Pitts Succ Ag RDA 14 TAR	12,341,032.39	12,430,044.81	57.9%	29	2.24%
Pitts Succ Ag RDA 06 HB	927,297.18	944,191.92	4.4%	29	4.55%
Additional Bonded Debt Funds ³	1,150,954.21	1,150,954.21	5.4%	N/A	N/A
Total Bonded Debt Funds	21,312,566.64	21,463,686.16	100.0%	37	2.36%
Total City Funds	113,085,960.65	112,887,002.64			

^{1, 2} Funds not managed by City's investment adviser. ³ Bonded Debt Funds not managed, nor tracked by City's investment adviser.

Portfolio Characteristics

As of December 31, 2018

City of Pittsburgh Managed Consolidated

	12/31/2018 Portfolio	9/30/2018 Portfolio
Average Maturity (yrs)	1.80	1.92
Modified Duration	1.44	1.55
Average Purchase Yield	2.30%	2.23%
Average Market Yield	2.76%	2.82%
Average Quality*	AA/Aa2	AA/Aa2
Market Value**	60,735,790	60,198,391

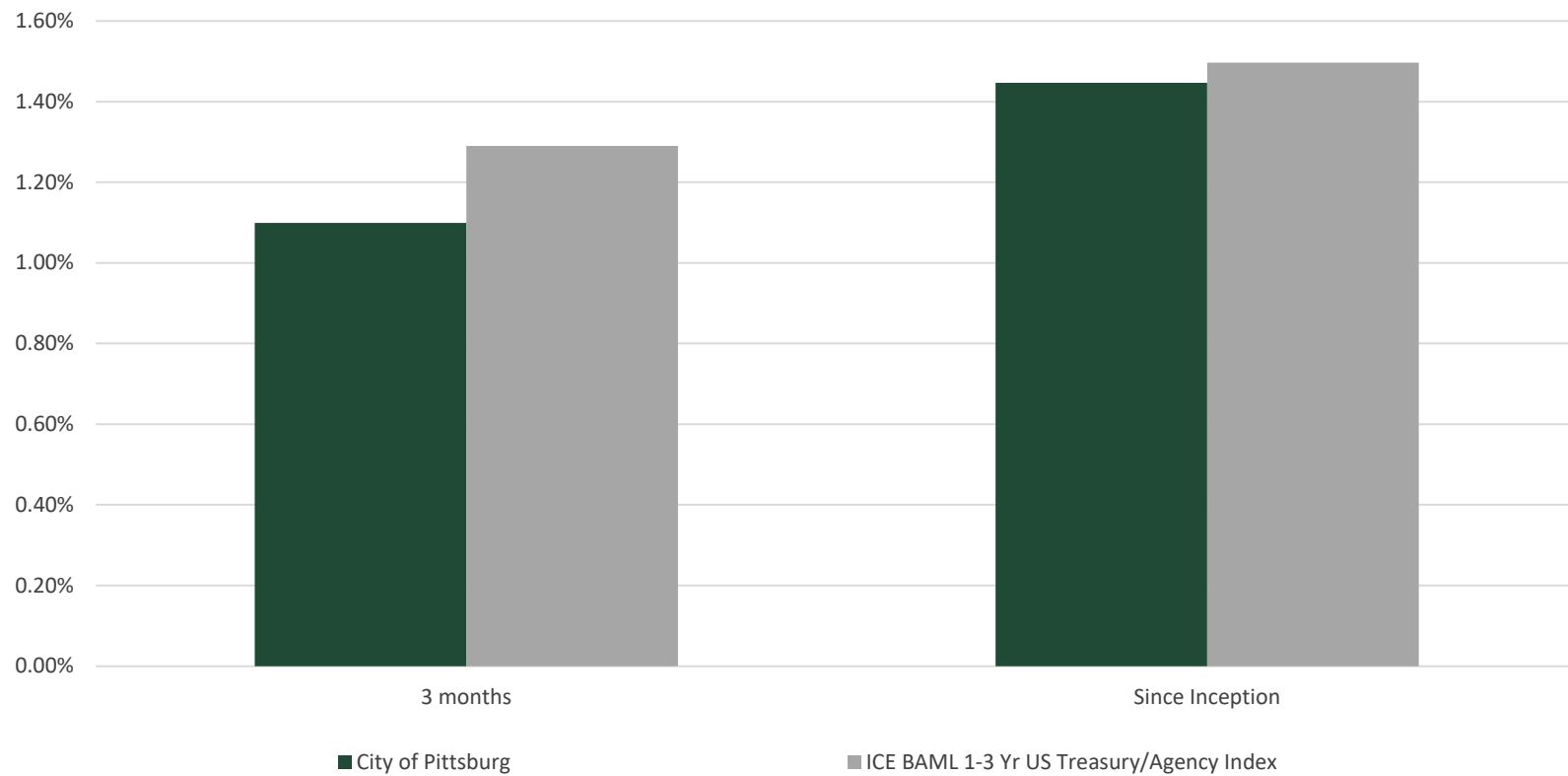
**Portfolio is S&P and Moody's, respectively.*

*** Excludes accrued interest.*

Investment Performance

As of December 31, 2018

City of Pittsburgh Total Rate of Return Since Inception 07/31/2018



TOTAL RATE OF RETURN	Latest 3 months	Since Inception
City of Pittsburgh	1.10%	1.45%
ICE BAML 1-3 Yr US Treasury/Agency Index	1.29%	1.50%

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

As of December 31, 2018

City of Pittsburgh Bond Reserve Consolidated

	12/31/2018 Portfolio	9/30/2018 Portfolio
Average Maturity (yrs)	0.10	0.36
Modified Duration	0.10	0.35
Average Purchase Yield	2.36%	2.35%
Average Market Yield	2.36%	2.35%
Average Quality*	AAA/Aaa	AAA/Aaa
Market Value**	20,312,732	20,189,775

**Portfolio is S&P and Moody's, respectively.*

*** Excludes accrued interest.*



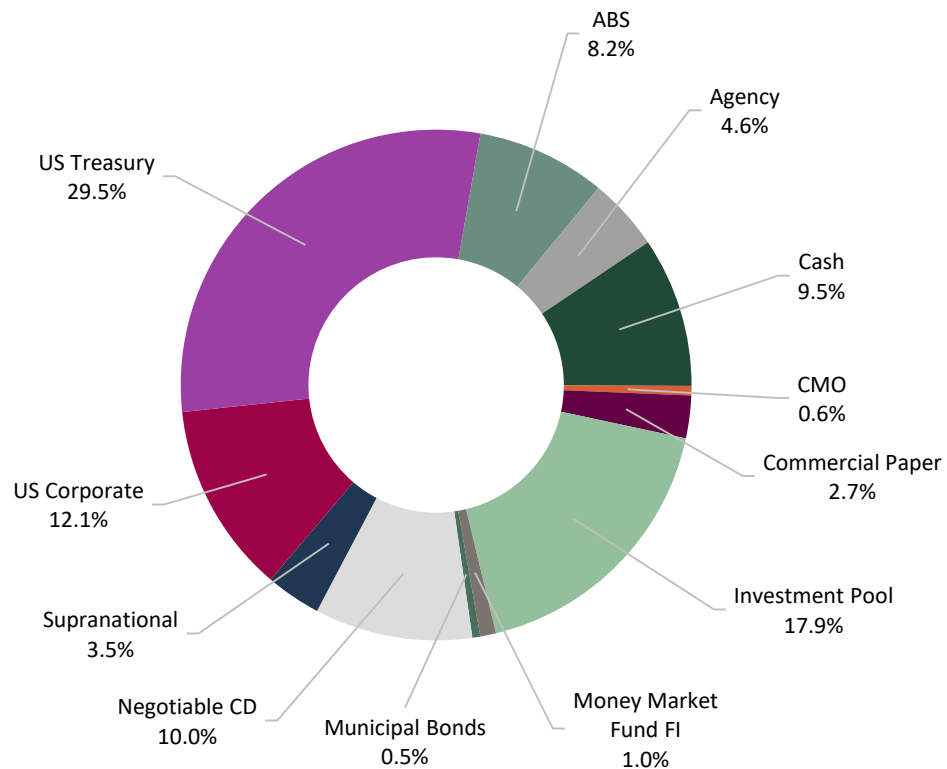
Section 3 | Consolidated Information

Sector Distribution

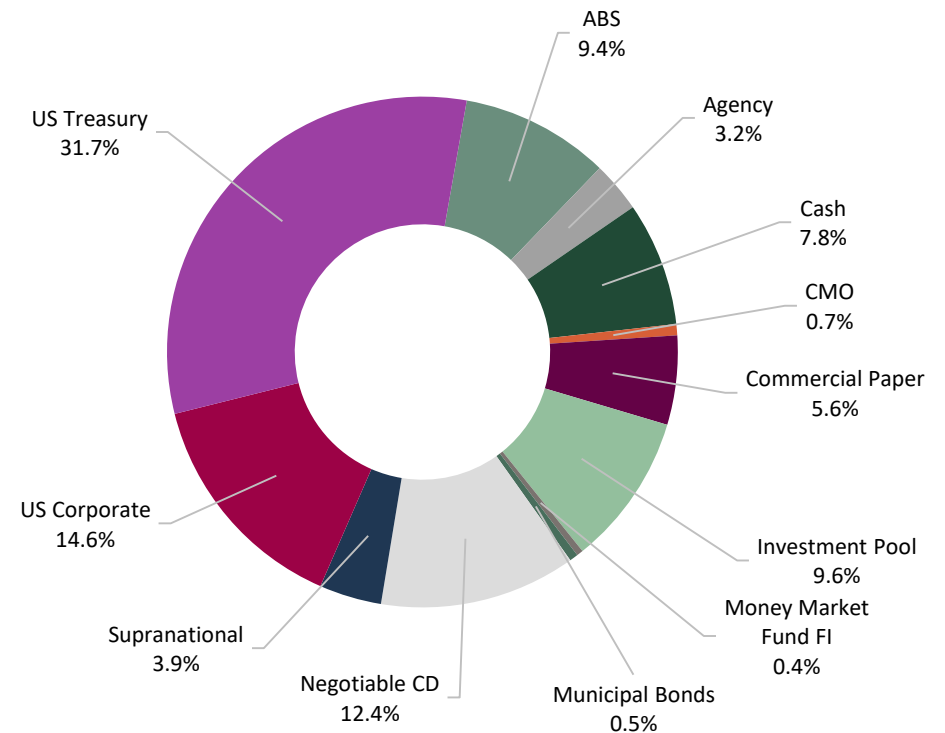
As of December 31, 2018

City of Pittsburgh Total Consolidated

December 31, 2018



September 30, 2018



City of Pittsburgh Total Consolidated – Account #10638

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
City of Pittsburgh	Investment Pool	NR	NR	17.86%
Government of United States	US Treasury	A-1+	P-1	17.37%
Government of United States	US Treasury	AA+	Aaa	12.09%
City of Pittsburgh	Cash	NR	NR	8.50%
Federal Home Loan Bank	Agency	AA+	Aaa	3.02%
JP Morgan Chase & Co	US Corporate	A-	A2	1.78%
Intl Bank Recon and Development	Supranational	AAA	Aaa	1.61%
Svenska Handelsbanken NY	Negotiable CD	AA-	Aa2	1.35%
Toronto Dominion Holdings	Negotiable CD	A-1+	P-1	1.35%
Royal Bank of Canada	Negotiable CD	A-1+	P-1	1.35%
Rabobank Nederland NV NY	Commercial Paper	A-1	P-1	1.32%
Citibank ABS	ABS	AAA	NR	1.31%
Wells Fargo Corp	US Corporate	A-	A2	1.27%
JP Morgan ABS	ABS	AAA	NR	1.20%
Federal Home Loan Mortgage Corp	Agency	AA+	Aaa	1.15%
Toyota ABS	ABS	AAA	Aaa	1.11%
Inter-American Dev Bank	Supranational	AAA	Aaa	1.09%
City of Pittsburgh	Additional Bonded Debt Funds	NR	NR	1.03%
Bank of Nova Scotia	Negotiable CD	A+	Aa2	1.03%
Toyota Motor Corp	US Corporate	AA-	Aa3	0.93%
Skandinaviskaens Bank	Negotiable CD	A+	Aa3	0.89%
MUFG Bank Ltd/NY	Commercial Paper	A-1	P-1	0.89%
Bank of New York	US Corporate	A	A1	0.89%
Bank of Montreal Chicago	Negotiable CD	A+	A1	0.85%
Nordea Bank AB New York	Negotiable CD	AA-	Aa3	0.85%
Wal-Mart Stores	US Corporate	AA	Aa2	0.83%
Swedbank Inc	Negotiable CD	AA-	Aa3	0.83%
Honda ABS	ABS	AAA	Aaa	0.79%
WestPac Banking Corp	Negotiable CD	AA-	Aa3	0.77%
UBS Corp	Negotiable CD	A+	Aa3	0.76%
Wells Fargo Adv Tsy Plus Money Market Fund	Money Market Fund FI	AAA	Aaa	0.73%
BB&T Corp	US Corporate	A-	A2	0.63%
Deere & Company	US Corporate	A	A2	0.62%
John Deere ABS	ABS	NR	Aaa	0.61%
Hyundai Auot Receivables	ABS	AAA	Aaa	0.57%
Ally Auto Receivables	ABS	NR	Aaa	0.52%
American Express ABS	ABS	NR	Aaa	0.52%
American Express ABS	ABS	AAA	NR	0.48%
State of California	Municipal Bonds	AA-	Aa3	0.47%

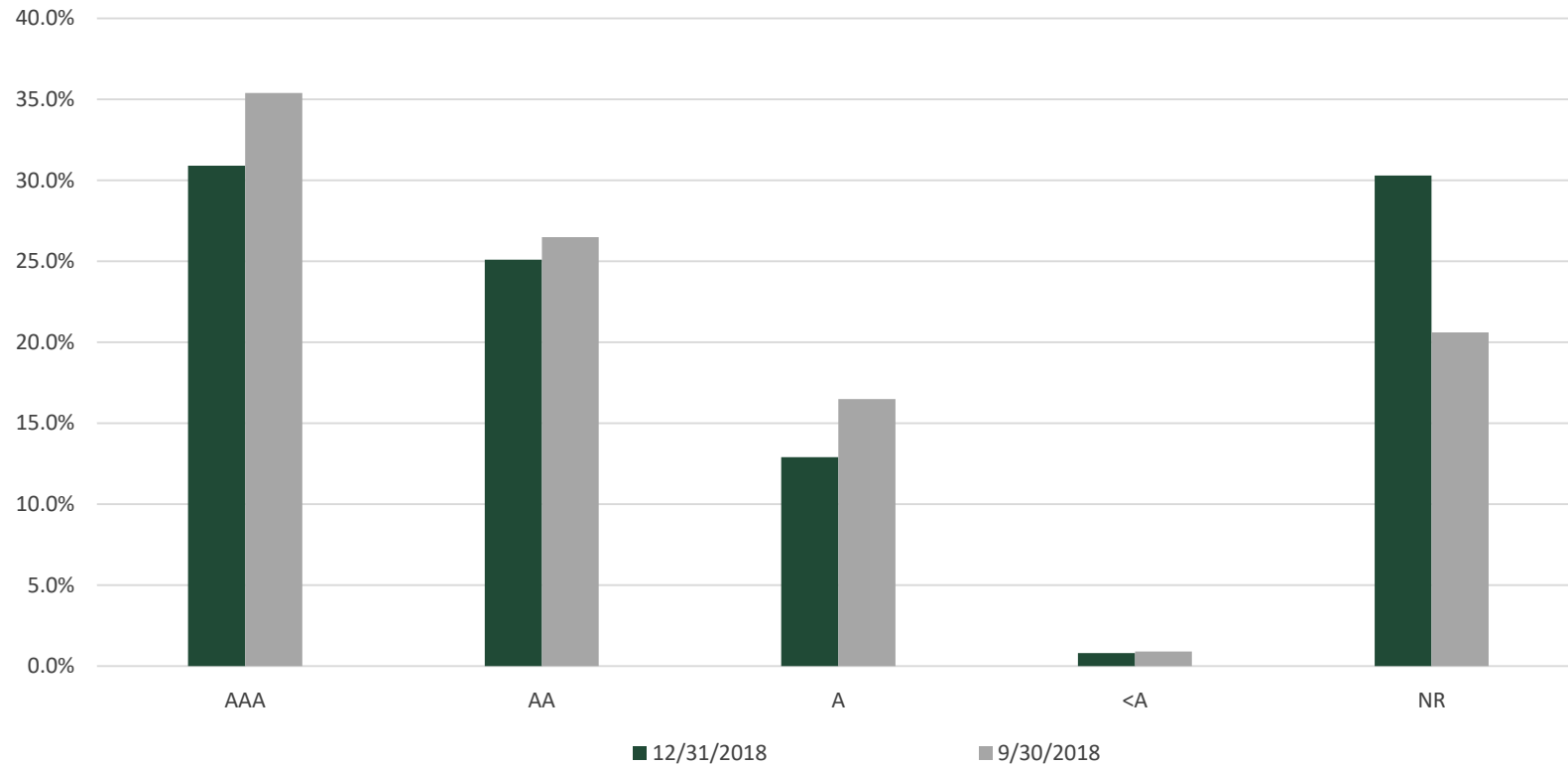
City of Pittsburgh Total Consolidated – Account #10638

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
Federal National Mortgage Association	Agency	AA+	Aaa	0.45%
Toyota Motor Corp	Commercial Paper	A-1+	P-1	0.44%
Honda Motor Corporation	US Corporate	A+	A2	0.43%
Inter-American Dev Bank	Supranational	NR	NR	0.42%
IBM Corp	US Corporate	A	A1	0.42%
Goldman Sachs Inc.	US Corporate	BBB+	A3	0.41%
State Street Bank	US Corporate	A	A1	0.41%
Citigroup Inc	US Corporate	BBB+	Baa1	0.40%
American Express Credit	US Corporate	A-	A2	0.38%
National Rural Utilities	US Corporate	A	A2	0.36%
Paccar Financial	US Corporate	A+	A1	0.34%
International Finance Corp	Supranational	AAA	Aaa	0.34%
Federal Home Loan Mortgage Corp	CMO	NR	Aaa	0.34%
United Parcel Service	US Corporate	A+	A1	0.33%
Pepsico Inc	US Corporate	A+	A1	0.32%
Caterpillar Inc	US Corporate	A	A3	0.31%
Ally Auto Receivables	ABS	AAA	NR	0.30%
Hyundai Auto Receivables	ABS	AAA	NR	0.27%
Ford ABS	ABS	NR	Aaa	0.26%
Federal National Mortgage Association	CMO	NR	NR	0.25%
General Dynamics Corp	US Corporate	A+	A2	0.25%
Wells Fargo Advantage Govt Money Market Fund	Money Market Fund FI	AAA	Aaa	0.25%
Nissan ABS	ABS	AAA	Aaa	0.23%
Home Depot	US Corporate	A	A2	0.21%
Hershey Foods Company	US Corporate	A	A1	0.18%
Walt Disney Company	US Corporate	A+	A2	0.13%
Berkshire Hathaway	US Corporate	AA	Aa2	0.13%
Honeywell Corp	US Corporate	A	A2	0.12%
CNH Equipment Trust	ABS	AAA	NR	0.08%
Dreyfus Prime Cash Management Fund	Money Market Fund FI	AAA	Aaa	0.03%
TOTAL				100%

Quality Distribution

As of December 31, 2018

City of Pittsburgh Total Consolidated December 31, 2018 vs. September 30, 2018



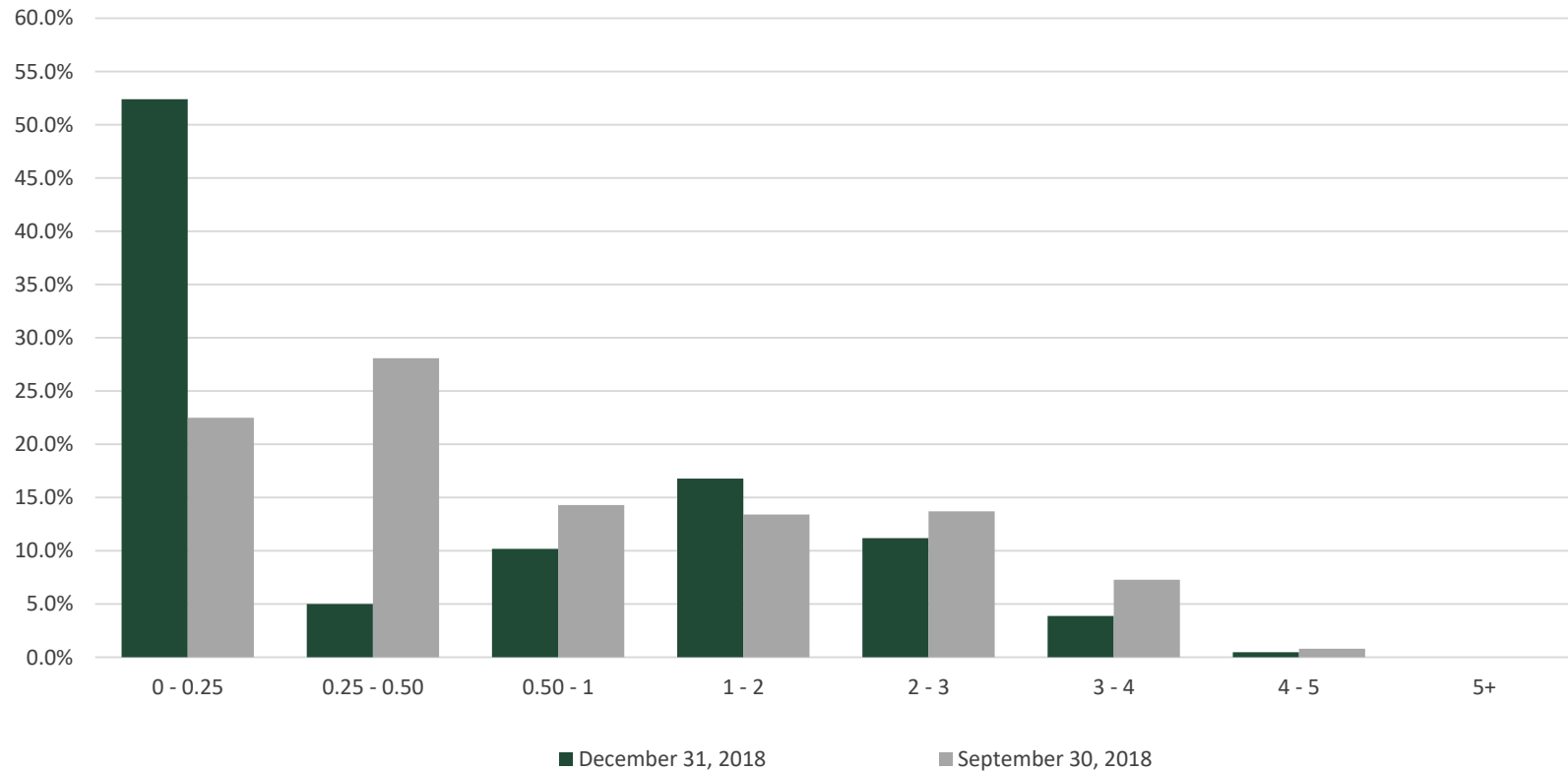
	AAA	AA	A	<A	NR
12/31/18	30.9%	25.1%	12.9%	0.8%	30.3%
09/30/18	35.4%	26.5%	16.5%	0.9%	20.6%

Source: S&P Ratings

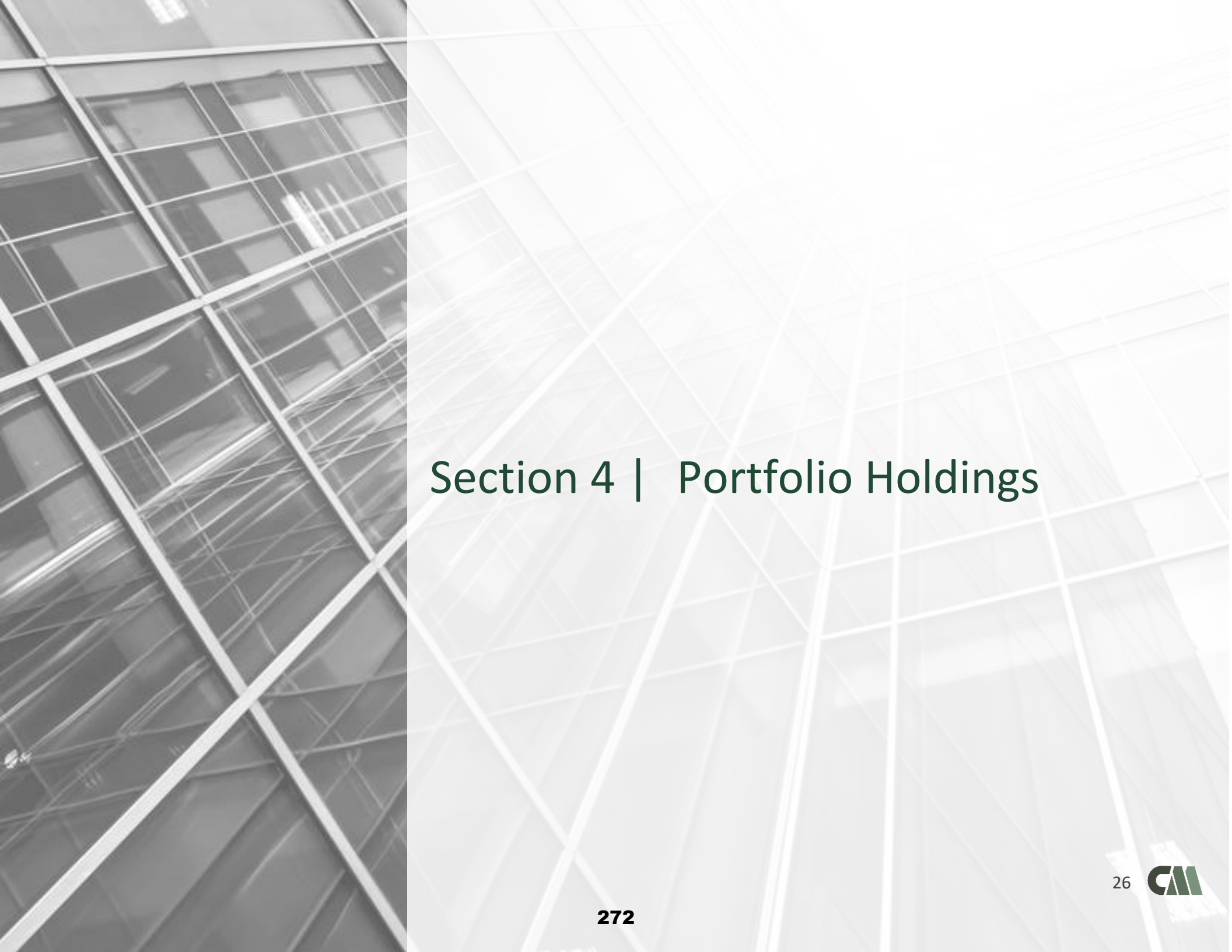
Duration Distribution

As of December 31, 2018

City of Pittsburgh Total Consolidated December 31, 2018 vs. September 30, 2018



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
12/31/18	52.4%	5.0%	10.2%	16.8%	11.2%	3.9%	0.5%	0.0%
09/30/18	22.5%	28.1%	14.3%	13.4%	13.7%	7.3%	0.8%	0.0%



Section 4 | Portfolio Holdings

Holdings Report

As of December 31, 2018

City of Pittsburgh Total Consolidated - Account #10638

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	32,411.47	07/19/2016 1.26%	32,408.89 32,410.50	99.55 2.93%	32,264.29 18.01	0.03% (146.21)	Aaa / NR AAA	1.46 0.27
12636WAB2	CNH Equipment 2017-A A2 1.640% Due 07/15/2020	95,214.00	03/15/2017 1.65%	95,210.34 95,212.30	99.90 3.19%	95,118.12 69.40	0.08% (94.18)	NR / AAA AAA	1.54 0.06
44930UAD8	Hyundai Auto Receivables Trust 2016-A A3 1.560% Due 09/15/2020	53,641.88	03/22/2016 1.58%	53,631.47 53,637.90	99.62 3.02%	53,440.08 37.19	0.05% (197.82)	Aaa / AAA NR	1.71 0.26
44891EAC3	Hyundai Auto Receivables Trust 2016-B A3 1.290% Due 04/15/2021	191,328.68	09/14/2016 1.30%	191,302.92 191,315.78	99.03 3.07%	189,473.37 109.70	0.17% (1,842.41)	Aaa / AAA NR	2.29 0.54
47787XAC1	John Deere Owner Trust 2017-A A3 1.780% Due 04/15/2021	83,666.57	02/22/2017 1.79%	83,654.65 83,659.96	99.29 3.05%	83,068.77 66.19	0.07% (591.19)	Aaa / NR AAA	2.29 0.56
34531EAD8	Ford Credit Auto Owners Trust 2017-A A3 1.670% Due 06/15/2021	289,443.27	01/18/2017 1.68%	289,442.20 289,442.67	99.22 2.97%	287,176.35 214.83	0.26% (2,266.32)	Aaa / NR AAA	2.46 0.60
02007PAC7	Ally Auto Receivables 17-1 A3 1.700% Due 06/15/2021	92,314.75	01/24/2017 1.71%	92,306.68 92,310.22	99.31 2.98%	91,676.39 69.75	0.08% (633.83)	Aaa / NR AAA	2.46 0.54
89190BAD0	Toyota Auto Receivables Owner 2017-B A3 1.760% Due 07/15/2021	965,000.00	Various 2.77%	953,782.62 954,833.41	99.08 2.95%	956,097.88 754.84	0.85% 1,264.47	Aaa / AAA NR	2.54 0.78
161571HF4	Chase CHAIT 2016-A5 1.270% Due 07/15/2021	1,350,000.00	Various 2.10%	1,334,427.74 1,335,876.68	99.12 2.95%	1,338,167.25 762.00	1.20% 2,290.57	NR / AAA AAA	2.54 0.52
02007HAC5	Ally Auto Receivables Trust 17-2 A3 1.780% Due 08/16/2021	498,404.79	03/21/2017 1.79%	498,346.03 498,369.63	99.24 3.11%	494,626.37 394.29	0.44% (3,743.26)	Aaa / NR AAA	2.63 0.57
44931PAD8	Hyundai Auto Receivables Trust 2017-A A3 1.760% Due 08/16/2021	305,000.00	03/22/2017 1.77%	304,975.33 304,985.24	99.01 3.11%	301,989.04 223.67	0.27% (2,996.20)	NR / AAA AAA	2.63 0.74
43811BAC8	Honda Auto Receivables 2017-2 A3 1.680% Due 08/16/2021	470,000.00	06/20/2017 1.69%	469,959.35 469,974.23	98.97 2.95%	465,140.20 350.93	0.42% (4,834.03)	Aaa / AAA NR	2.63 0.82
17305EGH2	Citibank Credit Card Issuance 2017-A9 A9 1.800% Due 09/20/2021	475,000.00	09/25/2017 1.80%	474,964.61 474,975.75	99.19 2.95%	471,169.13 2,398.75	0.42% (3,806.62)	NR / AAA AAA	2.72 0.70
17305EGH2	Citibank Credit Card Issuance 2017-A9 A9 1.800% Due 09/20/2021	1,000,000.00	09/26/2018 2.39%	990,117.19 990,980.12	99.19 2.95%	991,935.00 5,050.00	0.89% 954.88	NR / AAA AAA	2.72 0.70
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 94,995.44	98.87 2.99%	93,926.69 76.84	0.08% (1,068.75)	Aaa / NR AAA	2.79 0.97
02582JHG8	American Express Credit 2017-4 A 1.640% Due 12/15/2021	540,000.00	05/22/2017 1.65%	539,913.49 539,943.77	99.53 2.95%	537,478.20 393.60	0.48% (2,465.57)	NR / AAA AAA	2.96 0.36
02007FAC9	Ally Auto Receivables Trust 2017-4 A3 1.750% Due 12/15/2021	340,000.00	08/15/2017 1.76%	339,995.61 339,996.99	99.02 2.94%	336,671.40 264.44	0.30% (3,325.59)	NR / AAA AAA	2.96 0.83

Holdings Report

As of December 31, 2018

City of Pittsburgh Total Consolidated - Account #10638

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
44932GAD7	Hyundai Auto Receivables Trust 2017-B A3 1.770% Due 01/18/2022	395,000.00	08/09/2017 1.79%	394,931.55 394,952.86	98.66 2.97%	389,722.41 310.73	0.35% (5,230.45)	Aaa / AAA NR	3.05 1.12
89238KAD4	Toyota Auto Receivables Owner 2017-D A3 1.930% Due 01/18/2022	290,000.00	11/07/2017 1.94%	289,973.26 289,980.48	98.61 3.01%	285,959.43 202.11	0.26% (4,021.05)	Aaa / AAA NR	3.05 1.30
43814UAC3	Honda Auto Receivables 2018-1 A3 2.640% Due 02/15/2022	425,000.00	02/22/2018 2.66%	424,945.05 424,956.70	99.41 3.07%	422,472.95 498.67	0.38% (2,483.75)	Aaa / AAA NR	3.13 1.44
47788CAC6	John Deere Owner Trust 2016-B A4 2.660% Due 04/18/2022	475,000.00	Various 3.07%	471,757.36 471,934.49	99.68 2.90%	473,461.46 561.56	0.42% 1,526.97	Aaa / NR AAA	3.30 1.42
65478DAD9	Nissan Auto Receivables Trust 2018-A A3 2.650% Due 05/16/2022	255,000.00	02/21/2018 2.67%	254,970.85 254,976.67	99.52 2.97%	253,786.20 300.33	0.23% (1,190.47)	Aaa / AAA NR	3.38 1.57
02582JHQ6	American Express Credit 2018-1 A 2.670% Due 10/17/2022	580,000.00	03/14/2018 2.69%	579,932.66 579,944.19	99.61 3.02%	577,742.64 688.27	0.52% (2,201.55)	Aaa / NR AAA	3.80 1.16
TOTAL ABS		9,296,425.41	2.16%	9,255,942.90 9,259,665.98	2.98%	9,222,563.62 13,816.10	8.24% (37,102.36)	Aaa / AAA Aaa	2.80 0.81

Agency									
3137EADM8	FHLMC Note 1.250% Due 10/02/2019	1,300,000.00	08/07/2018 2.54%	1,281,059.00 1,287,643.25	98.97 2.64%	1,286,567.10 4,017.36	1.15% (1,076.15)	Aaa / AA+ AAA	0.75 0.74
313378J77	FHLB Note 1.875% Due 03/13/2020	490,000.00	07/30/2018 2.70%	483,622.65 485,284.43	99.14 2.60%	485,808.54 2,756.25	0.44% 524.11	Aaa / AA+ NR	1.20 1.17
3135G0T60	FNMA Note 1.500% Due 07/30/2020	200,000.00	08/30/2017 1.51%	199,966.00 199,981.59	98.35 2.57%	196,693.00 1,258.33	0.18% (3,288.59)	Aaa / AA+ AAA	1.58 1.54
313370US5	FHLB Note 2.875% Due 09/11/2020	850,000.00	08/23/2018 2.67%	853,493.50 852,887.15	100.53 2.55%	854,496.50 7,467.01	0.77% 1,609.35	Aaa / AA+ AAA	1.70 1.63
3130AF2D8	FHLB Note 2.860% Due 10/15/2020	1,000,000.00	10/23/2018 2.94%	998,550.00 998,688.57	100.65 2.48%	1,006,505.00 7,150.00	0.90% 7,816.43	Aaa / AA+ AAA	1.79 1.72
3135G0U27	FNMA Note 2.500% Due 04/13/2021	305,000.00	04/12/2018 2.55%	304,545.55 304,654.60	99.92 2.54%	304,751.12 1,652.08	0.27% 96.52	Aaa / AA+ AAA	2.28 2.19
313383ZU8	FHLB Note 3.000% Due 09/10/2021	1,000,000.00	10/04/2018 3.03%	999,260.00 999,320.80	101.05 2.59%	1,010,535.00 9,250.00	0.91% 11,214.20	Aaa / AA+ NR	2.70 2.55
TOTAL Agency		5,145,000.00	2.71%	5,120,496.70 5,128,460.39	2.57%	5,145,356.26 33,551.03	4.62% 16,895.87	Aaa / AA+ Aaa	1.66 1.59

Cash									
90PITT\$00	City of Pittsburgh Cash Equivalents	9,523,771.00	Various 0.00%	9,523,771.00 9,523,771.00	1.00 0.00%	9,523,771.00 0.00	8.50% 0.00	NR / NR NR	0.00 0.00

Holdings Report

As of December 31, 2018

City of Pittsburgh Total Consolidated - Account #10638

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
90PITT\$02	City of Pittsburgh Additional Bonded Debt Funds	1,150,954.21	Various 0.00%	1,150,954.21 1,150,954.21	1.00 0.00%	1,150,954.21 0.00	1.03% 0.00	NR / NR NR	0.00 0.00
TOTAL Cash		10,674,725.21	0.00%	10,674,725.21 10,674,725.21	0.00%	10,674,725.21 0.00	9.53% 0.00	NR / NR NR	0.00 0.00
CMO									
3136B1XP4	FNMA 2018-M5 A2 3.560% Due 09/25/2021	278,645.14	04/11/2018 2.33%	284,187.68 283,091.65	101.12 2.93%	281,774.88 165.33	0.25% (1,316.77)	NR / NR NR	2.74 2.08
3137BM6P6	FHLMC K721 A2 3.090% Due 08/25/2022	375,000.00	04/04/2018 2.84%	378,193.36 377,660.13	100.49 2.89%	376,835.63 965.63	0.34% (824.50)	Aaa / NR NR	3.65 3.22
TOTAL CMO		653,645.14	2.63%	662,381.04 660,751.78	2.91%	658,610.51 1,130.96	0.59% (2,141.27)	Aaa / NR NR	3.26 2.73
Commercial Paper									
62479MNH2	MUFG Bank Ltd/NY Discount CP 2.370% Due 01/17/2019	1,000,000.00	09/17/2018 2.42%	991,968.33 998,946.67	99.89 2.42%	998,946.67 0.00	0.89% 0.00	P-1 / A-1 NR	0.05 0.05
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 1,483,637.50	98.91 2.62%	1,483,637.50 0.00	1.32% 0.00	P-1 / A-1 NR	0.42 0.42
89233HTE4	Toyota Motor Credit Discount CP 2.600% Due 06/14/2019	500,000.00	09/17/2018 2.68%	490,250.00 494,077.78	98.82 2.68%	494,077.78 0.00	0.44% 0.00	P-1 / A-1+ NR	0.45 0.45
TOTAL Commercial Paper		3,000,000.00	2.56%	2,954,805.83 2,976,661.95	2.56%	2,976,661.95 0.00	2.66% 0.00	P-1 / A-1 NR	0.30 0.30
Investment Pool									
90PITT\$01	City of Pittsburgh Investment Pools	20,031,808.83	12/31/2018 0.00%	20,031,808.83 20,031,808.83	1.00 0.00%	20,012,801.19 0.00	17.86% (19,007.64)	NR / NR NR	0.00 0.00
TOTAL Investment Pool		20,031,808.83	0.00%	20,031,808.83 20,031,808.83	0.00%	20,012,801.19 0.00	17.86% (19,007.64)	NR / NR NR	0.00 0.00
Money Market Fund FI									
94975H296	Wells Fargo Treasury Plus MMFD 453	7,621.50	Various 2.35%	7,621.50 7,621.50	1.00 2.35%	7,621.50 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	9,282.27	Various 2.35%	9,282.27 9,282.27	1.00 2.35%	9,282.27 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	6,044.71	Various 2.35%	6,044.71 6,044.71	1.00 2.35%	6,044.71 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00

Holdings Report

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City of Pittsburgh Total Consolidated - Account #10638

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
94975H296	Wells Fargo Treasury Plus MMFD 453	11,030.75	Various 2.35%	11,030.75 11,030.75	1.00 2.35%	11,030.75 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	4,922.85	Various 2.35%	4,922.85 4,922.85	1.00 2.35%	4,922.85 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
261941108	Dreyfus Treas PR Cash Mgt Inst Money Market Fund	32,675.08	Various 2.20%	32,675.08 32,675.08	1.00 2.20%	32,675.08 0.00	0.03% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	68,526.41	Various 2.35%	68,526.41 68,526.41	1.00 2.35%	68,526.41 0.00	0.06% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	711,025.40	Various 2.35%	711,025.40 711,025.40	1.00 2.35%	711,025.40 0.00	0.63% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	40,455.35	Various 2.01%	40,455.35 40,455.35	1.00 2.01%	40,455.35 0.00	0.04% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	235,336.14	Various 2.01%	235,336.14 235,336.14	1.00 2.01%	235,336.14 0.00	0.21% 0.00	Aaa / AAA NR	0.00 0.00
TOTAL Money Market Fund FI		1,126,920.46	2.26%	1,126,920.46	2.26%	1,126,920.46 0.00	1.01% 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%	525,021.00 525,016.08	99.91 2.84%	524,538.00 3,675.00	0.47% (478.08)	Aa3 / AA- AA-	2.25 2.15
TOTAL Municipal Bonds		525,000.00	2.80%	525,021.00 525,016.08	2.84%	524,538.00 3,675.00	0.47% (478.08)	Aa3 / AA- AA-	2.25 2.15
Negotiable CD									
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 6,890.63	0.68% 0.00	Aa2 / AA- NR	0.03 0.03
86958JHB8	Svenska Handelsbanken Yankee CD 1.890% Due 01/10/2019	750,000.00	09/17/2018 2.33%	748,933.55 749,916.54	99.99 2.33%	749,916.54 6,890.63	0.68% 0.00	Aa2 / AA- NR	0.03 0.03
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	99.96 2.27%	944,616.33 7,106.40	0.85% (383.67)	A1 / A+ AA-	0.10 0.10
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 1,500,016.30	100.00 2.45%	1,500,016.30 12,812.50	1.35% 0.00	P-1 / A-1+ F-1+	0.16 0.16
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	99.75 2.86%	1,147,104.30 5,369.22	1.03% (2,895.70)	Aa2 / A+ NR	0.26 0.26

Holdings Report

As of December 31, 2018

City of Pittsburgh Total Consolidated - Account #10638

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
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 11,390.00	1.35% 0.00	P-1 / A-1+ F-1+	0.47 0.47
83050FXT3	Skandinav Enskilda BK NY Yankee CD 1.840% Due 08/02/2019	1,000,000.00	08/03/2017 1.86%	999,610.00 999,885.89	99.44 2.79%	994,413.00 7,768.89	0.89% (5,472.89)	Aa3 / A+ AA-	0.59 0.58
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	99.94 2.77%	939,428.48 9,303.91	0.85% (571.52)	Aa3 / AA- NR	1.14 1.10
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	100.06 2.85%	845,478.27 8,236.40	0.76% 478.27	Aa3 / A+ NR	1.17 1.15
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	98.64 2.92%	858,199.32 7,134.00	0.77% (11,800.68)	Aa3 / AA- AA-	1.59 1.54
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	98.10 3.30%	927,080.91 2,741.03	0.83% (17,919.09)	Aa3 / AA- AA-	1.88 1.84
TOTAL Negotiable CD		11,195,000.00	2.29%	11,193,589.63 11,194,818.73	2.66%	11,156,253.45 85,643.61	10.03% (38,565.28)	Aa2 / AA AA+	0.64 0.63
Supranational									
459058FS7	Intl. Bank Recon & Development Note 1.125% Due 11/27/2019	955,000.00	08/18/2017 1.49%	947,167.73 951,870.88	98.70 2.59%	942,558.26 1,014.69	0.84% (9,312.62)	Aaa / AAA AAA	0.91 0.89
459058FZ1	Intl. Bank Recon & Development Note 1.875% Due 04/21/2020	395,000.00	03/14/2017 1.90%	394,656.35 394,854.86	99.07 2.60%	391,343.49 1,440.10	0.35% (3,511.37)	Aaa / AAA AAA	1.31 1.28
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 09/04/2020	475,000.00	08/22/2017 1.63%	474,900.25 474,944.60	98.41 2.60%	467,427.55 2,508.59	0.42% (7,517.05)	Aaa / AAA AAA	1.68 1.63
4581X0CD8	Inter-American Dev Bank Note 2.125% Due 11/09/2020	470,000.00	10/02/2017 1.81%	474,356.48 472,623.17	99.07 2.64%	465,613.49 1,442.64	0.42% (7,009.68)	Aaa / AAA AAA	1.86 1.80
45950KCM0	International Finance Corp Note 2.250% Due 01/25/2021	380,000.00	01/18/2018 2.35%	378,882.80 379,230.40	99.34 2.58%	377,506.06 3,705.00	0.34% (1,724.34)	Aaa / AAA NR	2.07 1.99
4581X0DB1	Inter-American Dev Bank Note 2.625% Due 04/19/2021	510,000.00	04/12/2018 2.70%	508,878.00 509,141.10	100.10 2.58%	510,504.90 2,677.50	0.46% 1,363.80	Aaa / AAA NR	2.30 2.21
4581X0CZ9	Inter-American Dev Bank Note 1.750% Due 09/14/2022	480,000.00	02/21/2018 2.78%	459,004.80 462,941.40	96.81 2.66%	464,704.32 2,496.67	0.42% 1,762.92	NR / NR AAA	3.71 3.53
4581X0DA3	Inter-American Dev Bank Note 2.500% Due 01/18/2023	245,000.00	06/04/2018 2.90%	240,768.85 241,293.04	99.38 2.66%	243,476.59 2,773.26	0.22% 2,183.55	Aaa / AAA NR	4.05 3.78
TOTAL Supranational		3,910,000.00	2.08%	3,878,615.26 3,886,899.45	2.61%	3,863,134.66 18,058.45	3.46% (23,764.79)	Aaa / AAA Aaa	1.99 1.91

Holdings Report

As of December 31, 2018

City of Pittsburg Total Consolidated - Account #10638

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 Corporate									
24422ETE9	John Deere Capital Corp Note 1.950% Due 01/08/2019	200,000.00	01/05/2016 1.95%	199,988.00 199,999.92	99.99 2.61%	199,973.40 1,874.17	0.18% (26.52)	A2 / A A	0.02 0.02
713448DR6	Pepsico Inc. Note 1.550% Due 05/02/2019	355,000.00	04/27/2017 1.59%	354,733.75 354,955.87	99.60 2.75%	353,571.48 901.80	0.32% (1,384.39)	A1 / A+ A	0.33 0.33
89236TBP9	Toyota Motor Credit Corp Note 2.125% Due 07/18/2019	285,000.00	08/01/2014 2.12%	285,105.45 285,011.55	99.46 3.12%	283,466.70 2,742.14	0.26% (1,544.85)	Aa3 / AA- A+	0.55 0.53
084664CK5	Berkshire Hathaway Note 1.300% Due 08/15/2019	145,000.00	08/08/2016 1.33%	144,859.35 144,970.97	98.95 3.01%	143,477.94 712.11	0.13% (1,493.03)	Aa2 / AA A+	0.62 0.61
438516BQ8	Honeywell Intl Note 1.800% Due 10/30/2019	130,000.00	10/23/2017 1.84%	129,898.60 129,958.05	99.02 3.00%	128,726.13 396.50	0.12% (1,231.92)	A2 / A A	0.83 0.82
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 1,992,831.67	99.00 3.21%	1,975,129.80 19,700.63	1.78% (17,701.87)	A2 / A- AA-	1.06 1.03
02665WBM2	American Honda Finance Note 2.000% Due 02/14/2020	300,000.00	02/13/2017 2.05%	299,574.00 299,840.59	98.83 3.07%	296,502.30 2,283.33	0.27% (3,338.29)	A2 / A+ NR	1.12 1.09
0258M0EE5	American Express Credit Callable Note Cont 2/1/2020 2.200% Due 03/03/2020	430,000.00	02/28/2017 2.24%	429,552.80 429,825.77	98.92 3.14%	425,377.07 3,100.78	0.38% (4,448.70)	A2 / A- A	1.17 1.14
25468PDP8	Walt Disney Company Note 1.950% Due 03/04/2020	150,000.00	03/01/2017 1.96%	149,961.00 149,984.74	99.03 2.79%	148,547.70 950.63	0.13% (1,437.04)	A2 / A+ A	1.18 1.14
369550BA5	General Dynamics Corp Note 2.875% Due 05/11/2020	275,000.00	05/08/2018 3.06%	274,026.50 274,339.46	100.07 2.82%	275,188.93 1,098.09	0.25% 849.47	A2 / A+ NR	1.36 1.32
437076BQ4	Home Depot Note 1.800% Due 06/05/2020	235,000.00	05/24/2017 1.82%	234,863.70 234,935.21	98.57 2.83%	231,637.39 305.50	0.21% (3,297.82)	A2 / A A	1.43 1.39
857477AS2	State Street Bank Note 2.550% Due 08/18/2020	455,000.00	06/08/2017 1.94%	463,499.40 459,352.10	99.16 3.08%	451,179.82 4,286.48	0.41% (8,172.28)	A1 / A AA-	1.63 1.57
14913Q2A6	Caterpillar Finl Service Note 1.850% Due 09/04/2020	355,000.00	09/05/2017 1.88%	354,701.80 354,833.03	98.05 3.05%	348,086.38 2,134.44	0.31% (6,746.65)	A3 / A A	1.68 1.62
69371RN85	Paccar Financial Corp Note 2.050% Due 11/13/2020	135,000.00	11/06/2017 2.05%	134,987.85 134,992.44	98.39 2.94%	132,820.83 369.00	0.12% (2,171.61)	A1 / A+ NR	1.87 1.81
94974BGR5	Wells Fargo Corp Note 2.550% Due 12/07/2020	1,440,000.00	05/06/2016 2.04%	1,471,910.40 1,453,474.13	98.59 3.31%	1,419,708.96 2,448.00	1.27% (33,765.17)	A2 / A- A+	1.94 1.86
931142EA7	Wal-Mart Stores Note 1.900% Due 12/15/2020	945,000.00	10/11/2017 1.95%	943,629.75 944,150.73	98.43 2.73%	930,174.84 798.00	0.83% (13,975.89)	Aa2 / AA AA	1.96 1.90
24422ETZ2	John Deere Capital Corp Note 2.350% Due 01/08/2021	245,000.00	01/03/2018 2.37%	244,872.60 244,914.21	98.63 3.06%	241,641.30 2,766.80	0.22% (3,272.91)	A2 / A A	2.02 1.93

Holdings Report

As of December 31, 2018

City of Pittsburgh Total Consolidated - Account #10638

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
44932HAB9	IBM Credit Corp Note 1.800% Due 01/20/2021	475,000.00	09/05/2017 1.86%	474,016.75 474,400.46	97.20 3.22%	461,682.43 3,823.75	0.42% (12,718.03)	A1 / A A	2.06 1.98
02665WCD1	American Honda Finance Note 2.650% Due 02/12/2021	180,000.00	02/12/2018 2.70%	179,748.00 179,821.78	98.87 3.20%	177,972.48 1,841.75	0.16% (1,849.30)	A2 / A+ NR	2.12 2.02
69371RN93	Paccar Financial Corp Note 2.800% Due 03/01/2021	250,000.00	02/22/2018 2.82%	249,877.50 249,911.86	99.09 3.23%	247,736.00 2,333.33	0.22% (2,175.86)	A1 / A+ NR	2.17 2.06
24422EUD9	John Deere Capital Corp Note 2.875% Due 03/12/2021	245,000.00	03/08/2018 2.90%	244,833.40 244,878.13	99.73 3.00%	244,341.93 2,132.69	0.22% (536.20)	A2 / A A	2.20 2.10
63743HER9	National Rural Utilities Note 2.900% Due 03/15/2021	400,000.00	Various 2.99%	398,932.00 399,198.55	99.54 3.11%	398,178.80 3,415.56	0.36% (1,019.75)	A2 / A A	2.21 2.10
911312BP0	UPS Note 2.050% Due 04/01/2021	380,000.00	11/09/2017 2.10%	379,399.60 379,600.54	98.25 2.86%	373,359.88 1,947.50	0.33% (6,240.66)	A1 / A+ NR	2.25 2.17
89236TEU5	Toyota Motor Credit Corp Note 2.950% Due 04/13/2021	295,000.00	04/10/2018 2.96%	294,882.00 294,910.32	100.02 2.94%	295,044.25 1,885.54	0.27% 133.93	Aa3 / AA- A+	2.28 2.18
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%	471,908.20 471,251.63	97.40 3.81%	457,759.79 2,261.88	0.41% (13,491.84)	A3 / BBB+ A	2.32 2.21
427866BA5	Hershey Foods Corp Note 3.100% Due 05/15/2021	200,000.00	05/03/2018 3.12%	199,862.00 199,891.58	100.89 2.71%	201,770.60 792.22	0.18% 1,879.02	A1 / A NR	2.37 2.27
172967LC3	Citigroup Inc Callable Note Cont 11/8/2021 2.900% Due 12/08/2021	460,000.00	11/15/2017 2.66%	464,103.20 462,944.58	98.38 3.48%	452,560.88 852.28	0.40% (10,383.70)	Baa1 / BBB+ A	2.94 2.78
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 1,000,285.89	98.23 3.20%	982,299.00 10,400.00	0.89% (17,986.89)	A1 / A AA-	3.11 2.92
05531FAX1	BB & T Corp. Callable Note Cont 3/1/2022 2.750% Due 04/01/2022	710,000.00	04/03/2017 2.59%	715,360.50 713,458.87	98.31 3.30%	697,971.89 4,881.25	0.63% (15,486.98)	A2 / A- A+	3.25 3.06
89236TEC5	Toyota Motor Credit Corp Note 2.150% Due 09/08/2022	475,000.00	09/08/2017 2.18%	474,439.50 474,585.93	95.77 3.38%	454,915.10 3,205.59	0.41% (19,670.83)	Aa3 / AA- A+	3.69 3.48
TOTAL US Corporate		13,615,000.00	2.29%	13,650,269.45 13,633,510.56	3.13%	13,430,804.00 86,641.74	12.06% (202,706.56)	A1 / A A+	1.90 1.82
US Treasury									
912796PP8	US Treasury Bill 2.160% Due 01/31/2019	879,000.00	07/31/2018 4.72%	858,770.77 875,665.51	99.62 4.72%	875,665.51 0.00	0.78% 0.00	P-1 / A-1+ F-1+	0.08 0.08
912796PP8	US Treasury Bill 2.187% Due 01/31/2019	12,420,000.00	09/04/2018 2.24%	12,308,357.31 12,397,369.73	99.82 2.24%	12,397,369.73 0.00	11.07% 0.00	P-1 / A-1+ F-1+	0.08 0.08

Holdings Report

As of December 31, 2018

City of Pittsburgh Total Consolidated - Account #10638

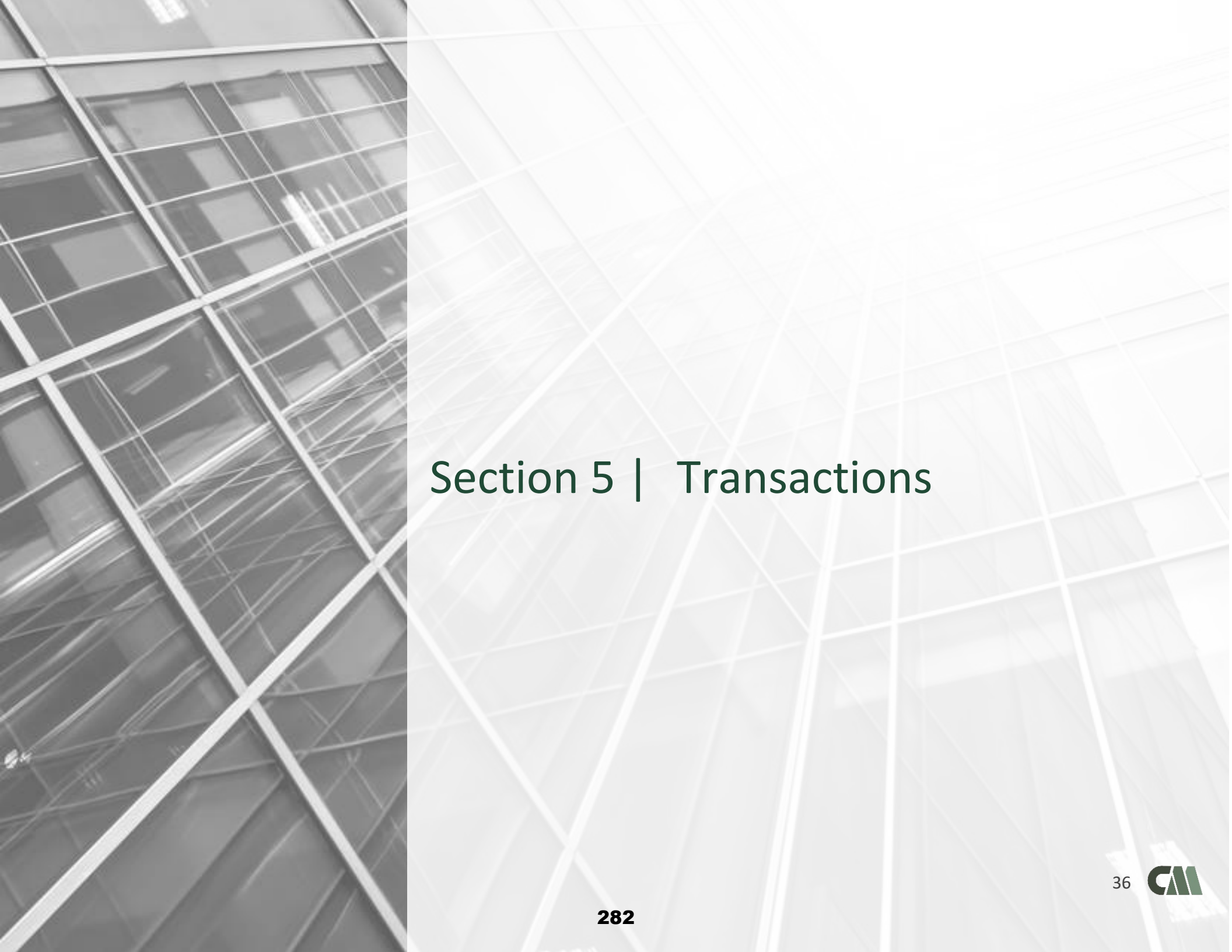
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912796PP8	US Treasury Bill 2.187% Due 01/31/2019	465,000.00	09/04/2018 2.24%	460,820.14 464,152.73	99.82 2.24%	464,152.73 0.00	0.41% 0.00	P-1 / A-1+ F-1+	0.08 0.08
912796PT0	US Treasury Bill 2.224% Due 02/28/2019	2,985,000.00	09/04/2018 2.28%	2,952,544.42 2,974,304.41	99.64 2.28%	2,974,304.41 0.00	2.65% 0.00	P-1 / A-1+ F-1+	0.16 0.16
912796PT0	US Treasury Bill 2.224% Due 02/28/2019	310,000.00	09/04/2018 2.28%	306,629.40 308,889.23	99.64 2.28%	308,889.23 0.00	0.28% 0.00	P-1 / A-1+ F-1+	0.16 0.16
912796PT0	US Treasury Bill 2.224% Due 02/28/2019	730,000.00	09/04/2018 2.28%	722,062.79 727,384.33	99.64 2.28%	727,384.33 0.00	0.65% 0.00	P-1 / A-1+ F-1+	0.16 0.16
912796PT0	US Treasury Bill 2.224% Due 02/28/2019	220,000.00	09/04/2018 2.28%	217,607.96 219,211.71	99.64 2.28%	219,211.71 0.00	0.20% 0.00	P-1 / A-1+ F-1+	0.16 0.16
912796PT0	US Treasury Bill 2.224% Due 02/28/2019	1,500,000.00	09/04/2018 2.28%	1,483,690.67 1,494,625.33	99.64 2.28%	1,494,625.33 0.00	1.33% 0.00	P-1 / A-1+ F-1+	0.16 0.16
912828C65	US Treasury Note 1.625% Due 03/31/2019	155,000.00	02/28/2018 2.11%	154,200.78 154,819.92	99.80 2.41%	154,696.36 643.53	0.14% (123.56)	Aaa / AA+ AAA	0.25 0.25
912828W97	US Treasury Note 1.250% Due 03/31/2019	2,000,000.00	09/21/2018 2.41%	1,988,203.13 1,994,415.31	99.71 2.40%	1,994,290.00 6,387.36	1.79% (125.31)	Aaa / AA+ AAA	0.25 0.25
912828TR1	US Treasury Note 1.000% Due 09/30/2019	1,500,000.00	11/29/2018 2.68%	1,479,375.00 1,481,546.05	98.82 2.61%	1,482,246.00 3,832.42	1.33% 699.95	Aaa / AA+ AAA	0.75 0.74
912828VF4	US Treasury Note 1.375% Due 05/31/2020	190,000.00	12/02/2015 1.56%	188,478.52 189,521.29	98.39 2.54%	186,934.73 229.67	0.17% (2,586.56)	Aaa / AA+ AAA	1.42 1.39
912828XU9	US Treasury Note 1.500% Due 06/15/2020	1,000,000.00	10/12/2018 2.82%	978,632.81 981,369.49	98.55 2.52%	985,468.00 700.55	0.88% 4,098.51	Aaa / AA+ AAA	1.46 1.43
912828B90	US Treasury Note 2.000% Due 02/28/2021	25,000.00	10/03/2016 1.15%	25,910.16 25,446.87	98.96 2.50%	24,740.23 169.89	0.02% (706.64)	Aaa / AA+ AAA	2.16 2.09
912828WY2	US Treasury Note 2.250% Due 07/31/2021	775,000.00	11/22/2016 1.78%	791,468.75 784,066.96	99.45 2.47%	770,701.08 7,297.21	0.69% (13,365.88)	Aaa / AA+ AAA	2.58 2.47
912828D72	US Treasury Note 2.000% Due 08/31/2021	2,085,000.00	Various 1.82%	2,100,526.95 2,094,581.10	98.76 2.48%	2,059,100.13 14,168.79	1.85% (35,480.97)	Aaa / AA+ AAA	2.67 2.56
912828T67	US Treasury Note 1.250% Due 10/31/2021	1,075,000.00	Various 1.85%	1,047,376.95 1,057,489.48	96.66 2.48%	1,039,139.07 2,301.45	0.93% (18,350.41)	Aaa / AA+ AAA	2.84 2.75
912828U81	US Treasury Note 2.000% Due 12/31/2021	535,000.00	06/26/2017 1.72%	541,499.41 539,321.10	98.63 2.48%	527,685.48 29.56	0.47% (11,635.62)	Aaa / AA+ AAA	3.00 2.89
912828V72	US Treasury Note 1.875% Due 01/31/2022	1,095,000.00	05/08/2017 1.90%	1,093,802.34 1,094,219.13	98.22 2.48%	1,075,495.86 8,591.88	0.97% (18,723.27)	Aaa / AA+ AAA	3.09 2.95
912828H86	US Treasury Note 1.500% Due 01/31/2022	540,000.00	07/05/2017 1.88%	531,119.53 534,008.74	97.14 2.47%	524,580.30 3,389.67	0.47% (9,428.44)	Aaa / AA+ AAA	3.09 2.97

Holdings Report

As of December 31, 2018

City of Pittsburgh Total Consolidated - Account #10638

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
9128282P4	US Treasury Note 1.875% Due 07/31/2022	230,000.00	01/02/2018 2.22%	226,585.94 227,326.44	97.93 2.48%	225,229.34 1,804.69	0.20% (2,097.10)	Aaa / AA+ AAA	3.58 3.41
9128282W9	US Treasury Note 1.875% Due 09/30/2022	1,200,000.00	04/02/2018 2.54%	1,166,109.37 1,171,730.25	97.82 2.49%	1,173,890.40 5,748.63	1.05% 2,160.15	Aaa / AA+ AAA	3.75 3.57
912828L57	US Treasury Note 1.750% Due 09/30/2022	730,000.00	06/04/2018 2.74%	700,857.03 704,719.35	97.36 2.49%	710,723.62 3,263.94	0.64% 6,004.27	Aaa / AA+ AAA	3.75 3.58
912828Q29	US Treasury Note 1.500% Due 03/31/2023	570,000.00	05/01/2018 2.82%	535,800.00 540,451.51	95.99 2.50%	547,155.54 2,184.48	0.49% 6,704.03	Aaa / AA+ AAA	4.25 4.06
TOTAL US Treasury		33,214,000.00	2.31%	32,860,430.13 33,036,635.97	2.41%	32,943,679.12 60,743.72	29.46% (92,956.85)	Aaa / AAA Aaa	0.99 0.96
TOTAL PORTFOLIO		112,387,525.05	1.68%	111,935,006.44 112,135,875.39	1.93%	111,736,048.43 303,260.61	100.00% (399,826.96)	Aa1 / AA+ Aaa	1.00 0.81
TOTAL MARKET VALUE PLUS ACCRUALS						112,039,309.04			



Section 5 | Transactions

Transaction Ledger

As of December 31, 2018

City of Pittsburgh Total Consolidated - Account #10638

September 30, 2018 through December 31, 2018

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/05/2018	313383ZU8	1,000,000.00	FHLB Note 3% Due: 09/10/2021	99.926	3.03%	999,260.00	2,083.33	1,001,343.33	0.00
Purchase	10/15/2018	912828XU9	1,000,000.00	US Treasury Note 1.5% Due: 06/15/2020	97.863	2.82%	978,632.81	5,000.00	983,632.81	0.00
Purchase	10/24/2018	3130AF2D8	1,000,000.00	FHLB Note 2.86% Due: 10/15/2020	99.855	2.94%	998,550.00	1,827.22	1,000,377.22	0.00
Purchase	10/24/2018	47788CAC6	360,000.00	John Deere Owner Trust 2016-B A4 2.66% Due: 04/18/2022	99.102	3.19%	356,765.63	239.40	357,005.03	0.00
Purchase	11/30/2018	912828TR1	1,500,000.00	US Treasury Note 1% Due: 09/30/2019	98.625	2.68%	1,479,375.00	2,513.74	1,481,888.74	0.00
Subtotal			4,860,000.00				4,812,583.44	11,663.69	4,824,247.13	0.00
Security Contribution	12/31/2018	90PITT\$01	20,031,808.83	City of Pittsburgh Investment Pools	1.000		20,031,808.83	0.00	20,031,808.83	0.00
Subtotal			20,031,808.83				20,031,808.83	0.00	20,031,808.83	0.00
TOTAL ACQUISITIONS			24,891,808.83				24,844,392.27	11,663.69	24,856,055.96	0.00
DISPOSITIONS										
Sale	12/14/2018	912796PT0	700,000.00	US Treasury Bill 2.224% Due: 02/28/2019	99.508	2.38%	696,553.08	0.00	696,553.08	-160.34
Subtotal			700,000.00				696,553.08	0.00	696,553.08	-160.34
Maturity	10/05/2018	22533UK51	1,000,000.00	Credit Agricole CIB Discount CP 2.43% Due: 10/05/2018	98.799		1,000,000.00	0.00	1,000,000.00	0.00
Maturity	10/12/2018	06538CKC4	500,000.00	Bank of Tokyo Mitsubishi NY Discount CP 2% Due: 10/12/2018	98.502		500,000.00	0.00	500,000.00	0.00
Maturity	10/15/2018	459200GM7	725,000.00	IBM Corp Note 7.625% Due: 10/15/2018	100.000		725,000.00	0.00	725,000.00	0.00

Transaction Ledger

As of December 31, 2018

City of Pittsburgh Total Consolidated - Account #10638

September 30, 2018 through December 31, 2018

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Maturity	10/19/2018	09659CKK3	1,050,000.00	BNP Paribas Discount CP 2.04% Due: 10/19/2018	98.476		1,050,000.00	0.00	1,050,000.00	0.00
Maturity	11/30/2018	13606A5Z7	940,000.00	Canadian Imperial Bank Yankee CD 1.76% Due: 11/30/2018	100.000		940,000.00	0.00	940,000.00	0.00
Subtotal			4,215,000.00				4,215,000.00	0.00	4,215,000.00	0.00
Security Withdrawal	12/01/2018	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
Subtotal			9,418,756.00				9,418,756.00	0.00	9,418,756.00	0.00
TOTAL DISPOSITIONS			14,333,756.00				14,330,309.08	0.00	14,330,309.08	-160.34

Important Disclosures

As of December 31, 2018

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-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not 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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This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

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.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

ICE BAML 1-3 Year US Treasury & Agency Index

The ICE BAML 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: G1A0. Please visit www.mlindex.ml.com for more information)



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Contract 2017-06, Downtown Sidewalk Replacement Project as Complete and Authorizing the City Engineer to File a Notice of Completion

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

Contract 2017-06, Downtown Sidewalk Replacement Project (the "Project") was for the replacement of several areas of sidewalk in the City's downtown. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

FISCAL IMPACT

The Project (Project 3116) was funded with the reallocation of unexpended funds from various improvement projects completed in the downtown area. These include \$90,594 from the Sidewalk Repair Project (Project 3111), \$80,000 from Bay Harbor Park Wall and Landscape Project (Project 3106), and \$40,481 from the Old Town Park Project (Project 3066). The resulting total Project budget was \$211,075.

The Project was completed within the approved budget.

After payment of all expenditures for design, construction, release of retention and project close out, staff estimates there will be \$8,500 remaining. The remaining funds are requested to remain in the Project budget for minor additional improvements in the downtown area as needed. A Project Budget Summary is attached to this staff report.

RECOMMENDATION

City Council adopt the attached resolution accepting Contract 2017-06, Downtown Sidewalk Replacement Project as complete and authorizing the City Engineer to execute a Notice of Completion for the Project.

Staff recommends that funds remaining in the Project budget (approximately \$8,500) remain in the Project for additional minor improvements in the downtown area.

BACKGROUND

Staff identified several locations in the downtown area where sidewalk required repair and/or replacement.

On May 21, 2018, the City Council adopted Resolution 18-13477, allocating funds, accepting plans and specifications, and authorizing award of Contract 2017-06, Downtown Sidewalk Replacement Project.

The City executed a contract with TNB Construction on June 5, 2018, in the amount of \$128,080 (Base Bid of \$113,080 plus Alternate Bid Item 1 for \$15,000).

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Base Bid included repair of the sidewalk at the corner of East Third Street and Railroad Avenue. It also included various sidewalk repair locations in the downtown area. Alternate Bid Item 1 was for additional sidewalk repairs in the downtown area.

There were two contract change orders for the Project for a total of \$69,870. The change orders were for the replacement of additional sidewalk locations and adjustment in bid quantities. The final contract amount was \$197,950.

The Contractor reached substantial completion on December 21, 2018. The one-year warranty period began on December 21, 2018.

The total anticipated expenditures for the Project are \$202,575. After all expenditures are paid for design, construction, the release of retention and project closeout, there will be approximately \$8,500 remaining balance in the Project budget. These remaining funds are requested to be utilized by staff to construct additional improvements in the downtown area, such as sidewalk repairs, benches, tree wells, pavement striping, or landscaping as budget allows.

The project was completed on time and within the budget approved by the City Council.

Report Prepared By: SM Saklaen, Civil Engineer I

ATTACHMENTS: Resolution
 Project Budget Summary

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Accepting Contract 2017-06,)
Downtown Sidewalk Replacement Project)
As Complete and Authorizing the City)
Engineer to File a Notice of Completion)
_____)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, Contract 2017-06, Downtown Sidewalk Replacement Project (the "Project") was for the replacement of several areas of sidewalk in the City's downtown; and

WHEREAS, on May 21, 2018, the City Council adopted Resolution 18-13477, allocating funds, accepting plans and specifications and authorizing award of Contract 2017-06, Downtown Sidewalk Replacement Project; and

WHEREAS, the Project (Project 3116) was funded with the reallocation of unexpended funds from various improvement projects completed in the downtown area. These include \$90,594 from the Sidewalk Repair Project (Project 3111), \$80,000 from Bay Harbor Park Wall and Landscape Project (Project 3106), and \$40,481 from the Old Town Park Project (Project 3066). The resulting total Project budget was \$211,075; and

WHEREAS, the City executed a contract with TNB Construction on June 5, 2018, in the amount of \$128,080 (Base Bid of \$113,080 plus Alternate Bid Item 1 for \$15,000); and

WHEREAS, there were two contract change orders for the Project for a total amount of \$69,870. The change orders were for the replacement of additional sidewalk locations and adjustment in bid quantities; and

WHEREAS, the total contract amount, including two contract change orders is \$197,950; and

WHEREAS, the Contractor reached substantial completion on December 21, 2018 and the one-year warranty period began on December 21, 2018; and

WHEREAS the total anticipated expenditures for the Project including design, construction, and staff costs are \$202,575; and

WHEREAS, staff estimates there will be \$8,500 remaining balance in the Project budget. These remaining funds are requested to be utilized by Staff to construct additional improvements in the downtown area; and

WHEREAS, staff requests that the City Council accept the Contract as complete and authorize the City Engineer to execute a Notice of Completion for the Project.

NOW, THEREFORE, the City Council finds and determines 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 Project is hereby accepted as complete.

Section 3.

The City Engineer is hereby authorized and directed to execute a Notice of Completion.

Section 4.

Funds remaining in the Project budget (approximately \$8,500) shall be utilized for additional improvements in the downtown area.

Section 5.

The City Clerk shall attach a certified copy of this Resolution to the executed Notice of Completion.

Section 6.

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 7.

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

Section 8.

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 February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Contract: 2017-06, Downtown Sidewalk Replacement

Project Funding:	Old Town Park Project (3066)	\$40,481
	Bay Harbor Park Wall Project (3106)	\$80,000
	Sidewalk Repair Project (3111)	\$90,594
	Funding Total	\$211,075

Project Expenditures:

Construction: (Code 2281)	Construction Costs	\$197,950
	Subtotal	\$197,950

Staff Time: (Code 1101)	Staff Costs During Construction Management	\$2,531
	Subtotal	\$2,531

Administrative Overhead: (Code 2372)	Overhead Costs During Construction Management	\$2,094
	Subtotal	\$2,094

Expenditures Total \$202,575

Remaining Balance \$8,500



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve Transfer of Marina and Waterfront Funds as of February 1, 2019 to the Marina Dredge Capital Improvement Project.

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

The City of Pittsburg is responsible for maintenance dredging of three marina basins, storm drain outfalls in the marina vicinity, and the public launch ramps. This action will move funds in excess of the 30% enterprise fund emergency threshold to the 2019-2029 Marina Dredge Capital Improvement Project account.

FISCAL IMPACT

Transfer \$547,000 fund balance from the Marina and Waterfront fund balances to the Marina Dredge Project. After the transfer of \$250,000 from the Marina Fund Balance (550) and \$297,000 from the Waterfront Fund Balance (540), fund balance levels will remain in compliance with the Fiscal Sustainability Ordinance.

RECOMMENDATION

Staff recommends that the City Council approve the transfer of fund balances to the Marina Dredge Capital Improvement Project (5400).

BACKGROUND

A survey conducted on May 24, 2018 showed significant shoaling of Lowy Basin near the gas docks. In addition, a handful of vessels have found themselves unable to navigate the area at certain tides. It can be assumed that shoaling has also occurred at other areas for which the City of Pittsburg is responsible for dredging. The City executed a contract with Anchor QEA for preparation of 10-year dredge permit application. The permit application has been 90% completed by Anchor QEA, and the dredge project can begin upon submittal and approval by the Dredge Material Management Office (DMMO) which is expected in March, 2019.

In total, it is estimated that dredging of the three Pittsburg Marina basins, the public launch ramps, outfalls along the northern boarder of the marina, and the New York Landing Residential Channel will cost \$10.5 million over the 10-year dredge permit term. In fiscal year 2019-20, dredging of the Lowy Basin gas dock area and entryway are of high dredge priority. Costs to obtain permits and achieve this task are estimated at \$1.3 million which can be achieved in 2019 with existing project funds, Marina and Waterfront Fiscal Year 2020 operating budgets, and the requested transfer of excess fund balance to the project.

SUBCOMMITTEE FINDINGS

The Economic Development and Waterfront Subcommittee supported the use of excess Marina and Waterfront fund balances for the Marina Dredge Project at the July 24, 2018 Subcommittee Meeting.

STAFF ANALYSIS

Adoption of the resolution to transfer fund balances into the Marina Dredge Capital Improvement Project ensures budgetary stability for alleviating shoaling that has occurred in Lowy Basin as soon as possible.

ATTACHMENTS: Resolution
 Lowy Basin Bathymetric Map

Report Prepared By: Sara Bellafronte, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Transfer of Marina and)
Waterfront Funds as of February 1, 2019 to) RESOLUTION NO. 19-
the Dredge Capital Improvement Project)

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburgh is responsible for care and maintenance of the marina, and the Pittsburgh Marina has experienced shoaling in some areas reducing navigability of boaters utilizing the facilities; and

WHEREAS, the Marina Dredge Capital Improvement Project (CIP) is anticipated to cost \$10.5 million over 10 years; and

WHEREAS, a transfer of \$250,000 from the Marina Fund and \$297,0100 from the Waterfront fund to the Marina Dredge CIP will not reduce either fund below 30% reserves; and

WHEREAS, the Economic Development and Waterfront Subcommittee supported the utilization of Marina and Waterfront fund balances to fund the Marina Dredge (CIP) during the July 24, 2018 Subcommittee meeting.

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 approves the transfer of Marina and Waterfront Funds to the Marina Dredge CIP.

Section 3.

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

Section 4.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 19th day of February, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

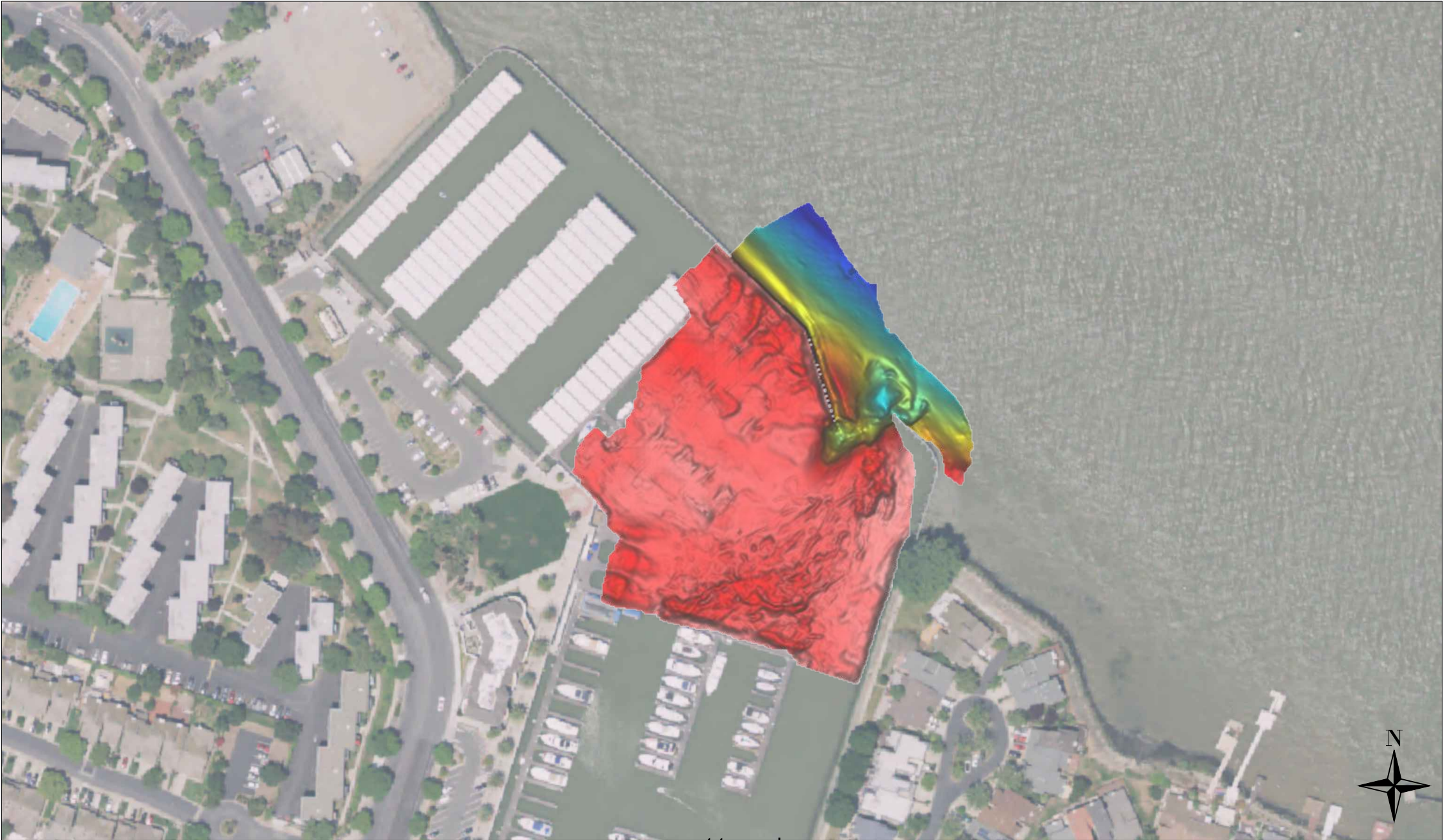
ATTEST:

Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk

ANCHOR QEA
PITTSBURG MARINA
Hydrographic Survey
May 24, 2018

Overview



not to scale

SHEET INDEX:

SHEET 1 - PROJECT INFORMATION
SHEET 2 - SOUNDINGS
SHEET 3- BATHYMETRY AND CONTOURS

GENERAL NOTES:

1. SURVEY DATA COLLECTED ON MAY 24, 2018
2. HORIZONTAL DATUM/PROJECTION:
NAD83(2011)/SPCS CA ZONE 3 - U.S. SURVEY FEET
3. CONTROL: ETRAC ACTUAL REALTIME STATION
"BAYPOINT", N 2204343.018 ft, E 6140871.782 ft.,
ELEV 11.84 ft NAVD88
4. VERTICAL DATUM: MLLW, U.S. SURVEY FEET
5. VERTICAL CONTROL: NOAA TIDAL BENCHMARK "R
10 1930", PUBLISHED SEPERATION FROM NAVD88
TO MLLW IS -1.67 FT
6. BATHYMETRIC INFORMATION REPRESENTS
GENERAL CONDITIONS AT THE TIME OF THE
SURVEY.
7. POSITIONING AND MOTION DATA WAS
COLLECTED USING AN APPLANIX POS MV V5.
8. SOUNDINGS WERE COLLECTED USING AN
R2SONIC 2024 OPERATING AT 200 KHZ.
9. NOT FOR NAVIGATION PURPOSES.



Anchor QEA
1119 Pacific Ave.
Suite 1600
Tacoma, WA 98402

eTrac

eTrac Inc.
637 LINDARO STREET
SUITE 100
SAN RAFAEL, CA 94901
415.462.0421
eTracInc.com

SURVEY DATE:
May 24, 2018

DESIGNED BY: JAK
REVISION #

FILE NAME:
ANCH_180524_PittsburgMarina.dwg

PLOT DATE:
June 4, 2018

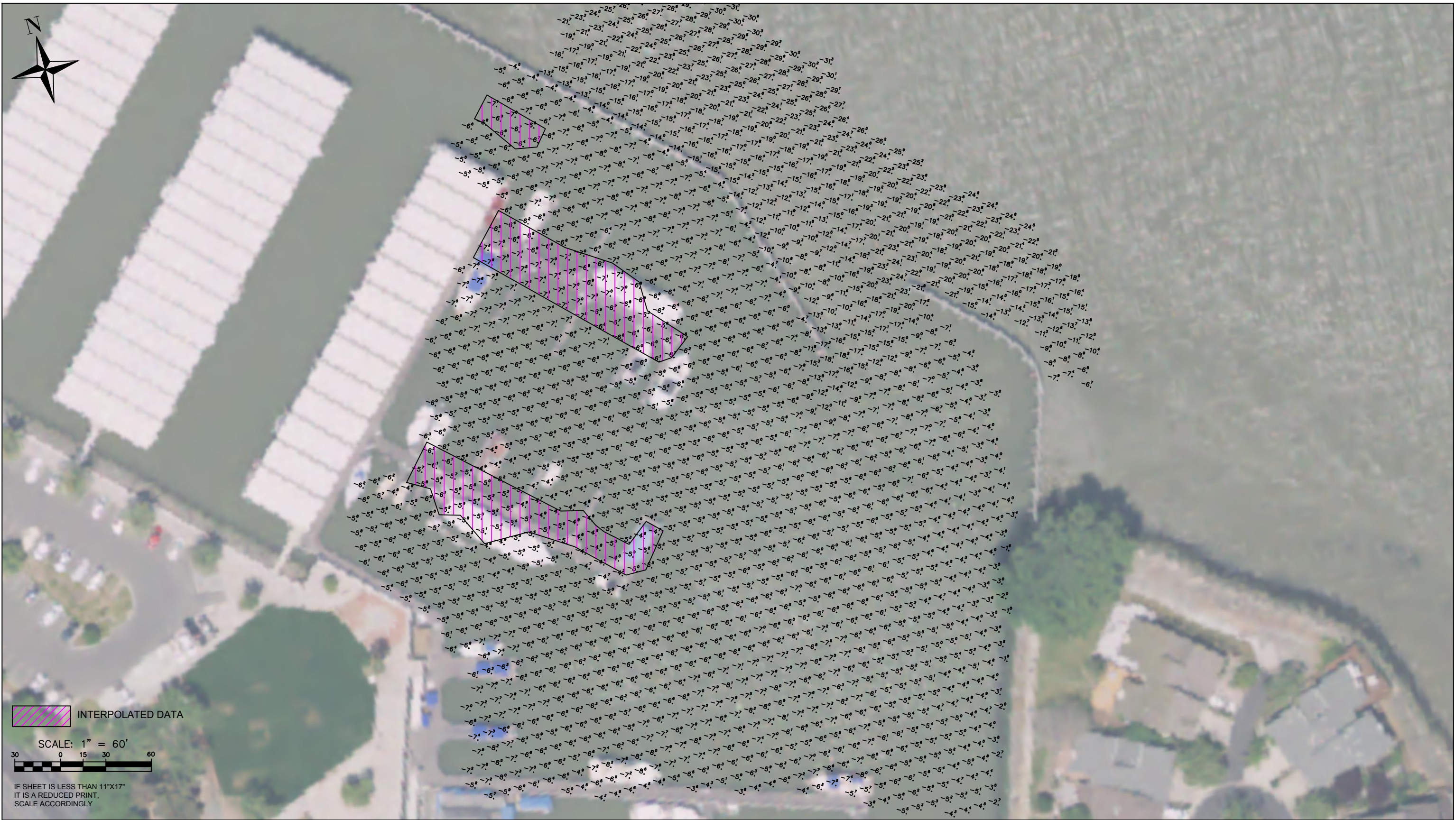
CHECKED BY: EHM

ANCHOR QEA
PITTSBURG MARINA
OVERVIEW

Multibeam Survey

Reference
Number:

S1





Anchor QEA
1119 Pacific Ave.
Suite 1600
Tacoma, WA 98402



eTrac Inc.
637 LINDARO STREET
SUITE 100
SAN RAFAEL, CA 94901
415.462.0421
eTracInc.com

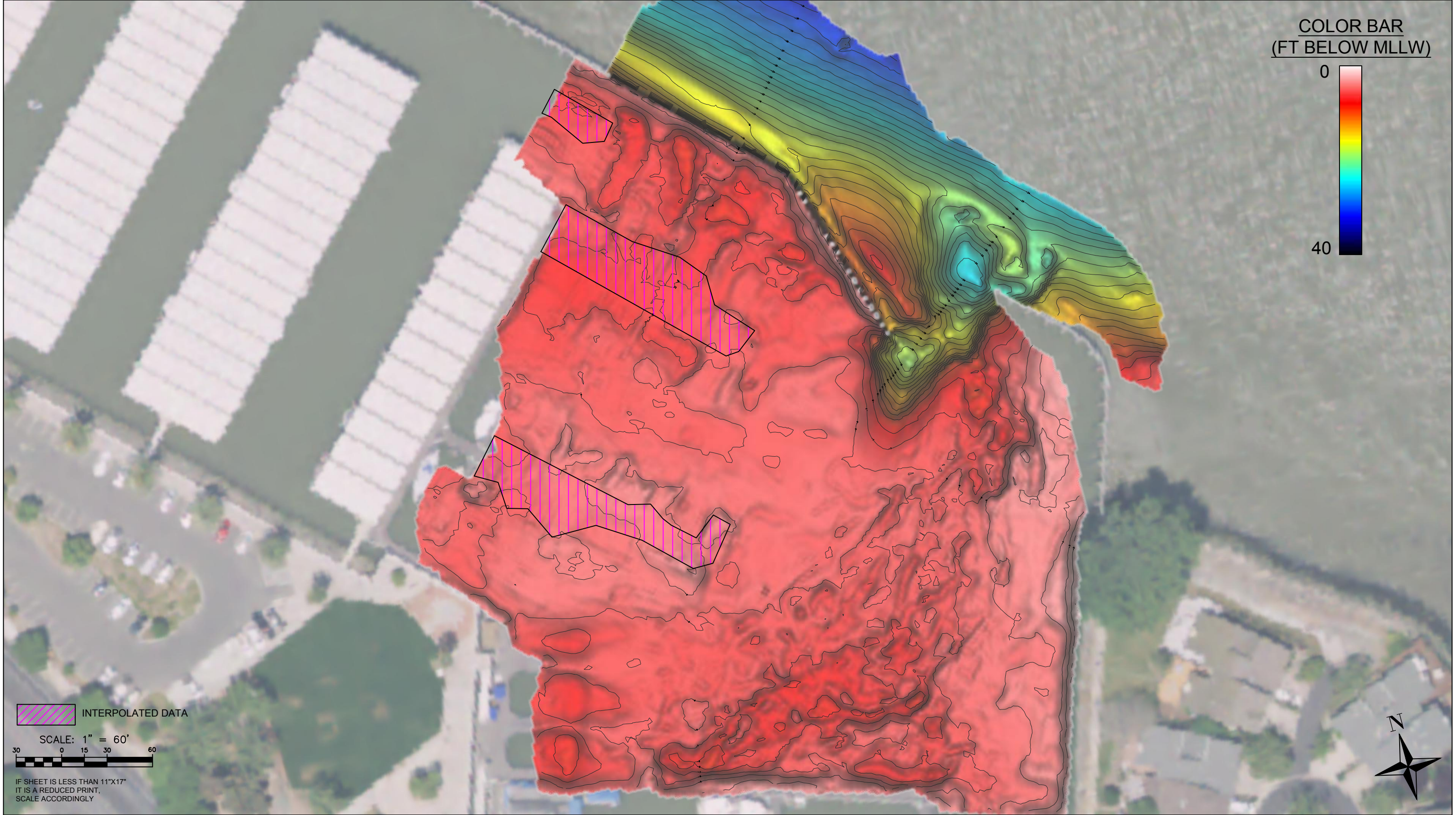
SURVEY DATE: May 24, 2018	PLOT DATE: June 4, 2018
DESIGNED BY: JAK	CHECKED BY: EHM
REVISION #	
FILE NAME: ANCH_180524_PittsburgMarina.dwg	

ANCHOR QEA
PITTSBURG MARINA
HYDROGRAPHIC SURVEY

SOUNDINGS

Reference
Number:

S2





Anchor QEA
1119 Pacific Ave.
Suite 1600
Tacoma, WA 98402



eTrac Inc.
637 LINDARO STREET
SUITE 100
SAN RAFAEL, CA 94901
415.462.0421
eTracInc.com

SURVEY DATE: May 24, 2018	PLOT DATE: June 4, 2018
DESIGNED BY: JAK	CHECKED BY: EHM
REVISION #	
FILE NAME: ANCH_180524_PittsburgMarina.dwg	

ANCHOR QEA
PITTSBURG MARINA
HYDROGRAPHIC SURVEY

Bathymetry and Contours

Reference
Number:

S3



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend Staffing Allocation in the Utility Billing Division

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

The City Manager, upon recommendation of the Director of Finance, recommends changing the staffing allocation plan by adding one (1) Account Clerk position to the Utility Billing Division.

FISCAL IMPACT

There is no fiscal impact or additional budget requirements as the costs can be covered in the current fiscal year budget as previously authorized by the City Council.

RECOMMENDATION

It is recommended that the City Council adopt a resolution to amend the authorized position by adding one (1) full-time regular Account Clerk position in the Utility Billing Division.

BACKGROUND

The Utility Billing Division has temporarily reassigned staff to cover for an employee on military leave in the Finance Department for the past calendar year. On January 19, 2019, the City was notified that the military leave has been extended for another year. In order to provide adequate staffing and continue coverage in Utility Billing Division, adding one regular full-time Account Clerk position is recommended.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

City staff is requesting to change the staffing allocation in Utility Billing to add one (1) regular full-time Account Clerk. If approved by the City Council, the Utility Billing Division will work with the Human Resources Department to develop a recruitment plan and conduct a recruitment to fill the full-time Account Clerk position.

ATTACHMENTS: Resolution

Report Prepared By: Margaret Padua
Finance Division Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
To Amend Staffing Allocation in the)
Utility Billing Division)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, for the past calendar year, the Utility Billing Division had to reassign staff to cover for an employee on military leave in the Finance Department. On January 19, 2019, the City was notified that the military leave has been extended for another year; and

WHEREAS, in order to provide adequate staffing and avoid interruption in the operations in Utility Billing, it is recommended that the City Council adopt a resolution to amend the authorized positions by adding one full-time Account Clerk position; and

WHEREAS, there is no fiscal impact or additional budget requirements as the costs can be covered in the current fiscal year budget as previously authorized by Council.

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 adopts this Resolution to authorize the addition of one full-time Account Clerk position in the Utility Billing Division.

Section 3. 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 February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the Salary Range of Utility Lineworker

MEETING DATE: February 19, 2019

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Director of Human Resources, is requesting approval to amend the salary range of the Utility Lineworker classification. In accordance with the City's Personnel Rule 13.1, the City Council is asked to establish the salary range.

FISCAL IMPACT

The total cost for the remainder of Fiscal Year 2018/19 for the salary adjustment of two Utility Lineworkers is estimated to be \$24,400. Funding is expected to be covered by reserved funds not being expended under the approved fiscal budget.

RECOMMENDATION

The City Council adopt a resolution to amend the salary range of Utility Lineworker.

BACKGROUND

Over the last three years, the City has experienced high turnover at Pittsburg Power Company with employees leaving for more competitive salaries at PG&E and other utility agencies. Staff conducted a salary survey of comparable publicly owned utilities including City of Alameda, City of Lodi, City of Healdsburg and City of Palo Alto and found the City's Utility Lineworker was underpaid. The maximum salary of the City's Utility Lineworker was 27% less than the average maximum salary of comparable apprentice level positions. The current salary range of the Utility Lineworker is \$4,801 to \$5,836 per month. Therefore, staff recommended adjusting the pay of the Utility Lineworker to align with the salary range of the City's Electrician. The monthly salary range of Electrician is \$6,011 to \$7,307.

Staff believes the salary adjustment will help recruit qualified candidates and retain current employees.

Staff notified the Teamsters representatives of the proposed changes and the union found the recommendation acceptable.

SUBCOMMITTEE FINDINGS

The item was not presented to a subcommittee.

STAFF ANALYSIS

The salary adjustment to Utility Lineworker is recommended due to the result from the salary survey of comparable agencies. Staff recommends a salary adjustment of 25% for the Utility Lineworker classification.

In accordance with the City's Personnel Rule 13.1, the City Council is asked to establish salary ranges. Salary ranges are set for each class by the City Council.

Staff will work with the Pittsburg Power Company to implement the salary adjustment of the two Utility Lineworkers effective the beginning of the next pay period.

ATTACHMENTS:
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)
Amend the Salary Range of the Utility) RESOLUTION NO. 19-
Lineworker Classification)

The City Council of the City of Pittsburgh DOES RESOLVE:

WHEREAS, the City Manager, upon recommendation of Human Resources, recommends an amendment to the Utility Lineworker salary range; and

WHEREAS, a recent salary survey was conducted and found the Utility Lineworker is underpaid; and

WHEREAS, Teamsters representatives found the recommended salary adjustment acceptable; and

WHEREAS, the City's Personnel Rules calls for the City Council to establish the salary ranges of classifications.

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 salary range adjustment of Utility Lineworker from \$4,801 - \$5,836 to \$6,011-\$7,307 per month.

Section 3. 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 February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk