CITY OF PITTSBURG
AGENDA

MARCH 21, 2022

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

SPECIAL MEETING – PITTSBURG FINANCING AUTHORITY
5:30 P.M.

CLOSED SESSION
5:45 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

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

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

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

5:30 P.M. - SPECIAL MEETING - PITTSBURG FINANCING AUTHORITY

ROLL CALL

PUBLIC COMMENTS

CONSENT CALENDAR

1. Adoption of a City of Pittsburg Public Financing Authority Resolution Revising the Regular Meeting Dates

   The City of Pittsburg Public Financing Authority ("Authority") proposes to revise its regular meeting dates so that they are held in conjunction with the regular meetings of the City Council of the City of Pittsburg.

2. Adoption of a City of Pittsburg Public Financing Authority Resolution Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

   Assembly Bill 361 (AB 361) amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions. Findings must be made every 30 days.

ADJOURN TO REGULAR MEETING

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.

5:45 P.M. - CONVENE IN CLOSED SESSION

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

   City designated representatives: Garrett Evans, Maria Aliotti

   Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

   Unrepresented employees: Management Group; Senior Executive Team

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8:

   Property: 4202 Hillview Drive (APN 089-075-001); Negotiator for the Housing Authority of the City of Pittsburg; Garrett Evans and Melaine Venenciano; Negotiating Party: Ronald and Linda Sadler; Under Negotiations: Both price and terms of payment

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8:

Property: Empty lot directly southwest of the public boat launch ramps on Marina Boulevard (Currently housing modular buildings with addresses 27 and 31 Marina Boulevard); Negotiator for the City of Pittsburg: Garrett Evans and Sara Bellafronte; Negotiating Party: Global Resources Trading, LLC; Under Negotiations: Both price and terms of payment

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

6. Prescription Drug Abuse Awareness Month

7. Women's History Month

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

See Public Advisory.

COMMITTEE REPORTS

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

HOUSING AUTHORITY

PUBLIC HEARING

8. Adoption of a Housing Authority Resolution Approving the Public Housing Agency Annual Plan for 2022 and Authorizing the Executive Director to Submit the Public Housing Agency Annual Plan for 2022 to the U.S. Department of Housing and Urban Development

As required by the U.S. Department of Housing and Urban Development (“HUD”) and contained in CFR 24 parts 35 and 982, the Housing Authority of the City of Pittsburg (the “Housing Authority”) has prepared its Public Housing Agency Annual Plan for 2022 (“PHA Annual Plan for 2022”). HUD requires all public housing agencies to submit their annual plan for review. The PHA Annual Plan for 2022 summarizes the activities proposed by the Housing Authority for the next year as well as updates or revises the 5-Year Plan submitted in 2020.

CONSENT CALENDAR

9. Minutes of January 18, 2022

10. Disbursement List of December 31, 2021 and January 31, 2022

11. Adoption of a Housing Authority Minute Order Approving an Annual Report Pursuant to SB 341

    The Housing Authority of the City of Pittsburg (Housing Authority) has reviewed and considered the Housing Successor Agency's annual report regarding housing activities through June 30, 2021 (Report).

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY

CITY COUNCIL MEETING

CONSIDERATION

12. Adoption of a City Council Resolution Approving the Sixth Amendment to Amended and Restated Purchase and Sale Agreement by and Between the City of Pittsburg and Stay Cal Pittsburg LLC, Authorizing the City Manager to Negotiate and Execute Amendments and Agreements to Carry Out the Sixth Amendment, and Adopting an Economic Development Subsidy Report

    On December 5, 2018, the City and Stay Cal Pittsburg LLC ("Stay Cal") entered into an Amended and Restated Purchase and Sale Agreement ("Agreement") regarding Stay Cal's acquisition of real property located at the southwest corner of Center Drive and Railroad Avenue (APN 086-100-045) for construction of a hotel ("Project"). This Sixth Amendment to the Agreement would extend certain dates within the Schedule of Performance; modify and update the amount and type of City financial assistance including the term, repayment, fee deferral, and City contribution; transit occupancy tax; permitted transfers and use of proceeds; and reversion rights. Pursuant to the Requirements of state law, the City has prepared and published an Economic Development Subsidy Report.

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, PUBLIC FINANCING AUTHORITY, PITTSBURG POWER COMPANY, SUCCESSOR AGENCY AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

13. Minutes of March 7, 2020

14. Adoption of a City Council Resolution to Establish the 2022/2023 Annual Stormwater Utility Area Fee

Each year, the City Council establishes the amount of the Stormwater Utility Area fee paid by property owners to support drainage maintenance and other activities required by the federal Clean Water Act and the City's Joint Municipal permit for the National Pollutant Discharge Elimination System (NPDES) program. Staff recommends no change be made to the current fee, which is $30.00 per Equivalent Runoff Unit (ERU). No increase is proposed.

15. Adoption of a City Council Resolution Approving a Lease Agreement by and Between the City of Pittsburg and Approved Auto Center of Pittsburg

    The City owns certain real property located at 2101 Railroad Avenue, also known as Contra Costa County Assessor's Parcel Number 088-171-035 (Property). The City proposes to enter into a three (3) year lease agreement (Lease) with Approved Auto Center of Pittsburg (Lessee) with one (1) option to extend (Option to Extend) for an additional five (5) years with the City's approval.

16. Adoption of a City Council Resolution Authorizing the City Manager to Appoint a Financing Team for a Potential Water Revenue Bond Financing and to Negotiate and Execute the Necessary Contracts or Agreements to Retain Such Services

    City staff anticipate issuing at least one series of water revenue bonds in calendar year 2022 to secure funding for critical capital projects. City staff plan to engage Stradling Yocca Carlson & Rauth as bond and disclosure counsel, NHA Advisors LLC as municipal advisor, and Piper Sandler & Co. as underwriter (collectively, the "Financing Team"). The Financing Team will be paid on a contingent basis, out of the proceeds of the potential water revenue bonds.

17. Receive and file the City's other Miscellaneous Reports: Independent Accountants' Report on Agreed-Upon Procedures Applied to Appropriations Limit Schedule for 2021-2022, Memorandum on Internal Controls and Required Communication for Fiscal Year Ended June 30, 2021.

    The miscellaneous reports are in connection with the Annual Comprehensive Financial Report (ACFR). The ACFR was approved by council on January 18, 2022. The City received an unqualified or "clean opinion" by the City's auditing firm, Maze and Associates, Certified Public Accountants.

18. Adoption of a City Council Resolution To Approve Bylaws for Youth Advisory Commission

    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 approve a Resolution to adopt the bylaws for the Youth Advisory Commissions to be consistent with the Handbook.

19. Adoption of a City Council Resolution Approving Amendment #3 to the Employment Agreement for the City Manager

    On February 4, 2019, the City Council approved the appointment of Garrett Evans as City Manager and entered into an Employment Agreement. The Employment

Agreement has been amended twice. The resolution would authorize an amendment to increase the salary.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REMARKS

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

ADJOURNMENT to April 4, 2022

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

This meeting will be held in compliance with California Government Code Section 54953(e)(2), which was added by Assembly Bill 361 which became effective Oct. 1, 2021, pursuant to the Governor's Executive Order N-15-21. On November 29, 2021, the City Council authorized hybrid meetings of the City Council and Commissions upon findings made in Resolution 21-13997 as required by state law. In addition, all Boards authorized teleconferenced meetings. City Council Members/Board Members/Commissioners and appropriate staff will be participating virtually. The Public will continue virtual participation via Zoom. Pursuant to Government Code Section 54953(e)(3), the Council/Board/Commission authorization is effective for 30 days and may be extended every 30 days if the Council/Board/Commission makes required findings.

The public is invited to watch and participate in meetings via the methods listed below:

Watch the live meeting via the City's webcast (www.pittsburgca.gov), or on Delta TV Comcast Channel 32, or Delta TV AT&T U-Verse Channel 99.

Members of the public may comment live via Zoom video conferencing. Download Zoom from its website: www.zoom.com. Zoom also allows you to join the meeting by phone. Join the meeting at any point but be sure you are in the meeting prior to the City Council/Board/Commission consideration of the item on which you would like to provide comment.

From a PC, Mac, iPad, iPhone or Android:

- Webinar ID: **836 7483 4435**
- Passcode: **106491**
- By phone: **US: +1-669-900-6833 or +1346-348-7799**

Speakers are asked to provide their name and city of residence for the record, although providing this is not required for participation.

Each speaker will be afforded up to 3 minutes to speak (at the discretion of the Mayor/Chair).

When the Mayor/Chair opens a public comment period on the item on which you would like to comment, please use the "Raise Hand" feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide. You will be invited to speak when it is your turn. Speakers will be muted until their opportunity to provide public comment. You will not be seen or heard until it is your turn to speak. You will be muted again after the allotted time to speak. Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

When making public comment during the meeting, please

1. Try to be in a room or space without a lot of background noise.
2. Mute your microphone until it is your turn to speak, then mute your speakers while speaking.
3. Have a strong, reliable internet connection or cell phone signal.

In the event of a disruption which prevents the City Council/Board/Commission from broadcasting the meeting to the public or from receiving public comment, no further action will be taken at the meeting.

Written comments provided by the public will be accepted and given to the Council/Board/Commission although they will not be read at the meeting.

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given up to 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 electronic devices, 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.pittsburgca.gov on the Streaming Media page. Past meetings are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov), or on Delta TV Comcast Channel 32, or Delta TV AT&T U-Verse Channel 99. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2022

Updated December 20, 2021

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

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

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
American Rescue Plan Act (ARPA)	Holland White / S. Scales-Preston / Juan Banales Alt.	Ad Hoc	As needed	G. Evans
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation (2)	S. Scales-Preston & Juan Banales / Holland White Alt.	Standing	As needed	G. Evans
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	M. Aliotti
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Government Performance Subcommittee	Holland White & Jelani Killings	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Holland White / Shanelle Scales-Preston Alt.	Standing	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / S. Scales-Preston Alt.	Standing	As needed	J. Davis
Finance Subcommittee (1)	Juan Banales & Holland White / S. Scales-Preston Alt.	Standing	As needed	P. Rodrigues
Land Use Subcommittee (3)	Juan Banales & Holland White / S. Scales-Preston Alt.	Standing	As needed	J. Davis
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	Holland White & S. Scales-Preston / Jelani Killings Alt.	Standing	Monthly	B. Addington
Power Company Advisory	Holland White & S. Scales-Preston / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Holland White / Merl Craft Alt.	Standing	As needed	K. Simonton

*Rotational Staff as assigned by City Manager
**Stipend of $170 per month
***Stipend of $100 per month

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a City of Pittsburg Public Financing Authority Resolution Revising the Regular Meeting Dates

MEETING DATE: March 21, 2022

EXECUTIVE SUMMARY

The City of Pittsburg Public Financing Authority ("Authority") proposes to revise its regular meeting dates so that they are held in conjunction with the regular meetings of the City Council of the City of Pittsburg.

FISCAL IMPACT

Revising the Authority's regular meeting dates has no fiscal impact to the General Fund.

RECOMMENDATION

The Governing Board of the Authority (Board) adopt the Resolution revising the regular meeting dates so that they are held in conjunction with the regular meetings of the City Council.

BACKGROUND

The Authority is a public entity that is duly organized and existing under the Joint Exercise of Powers Agreement, dated January 1, 1991 (the "JPA Agreement"), by and between the City, by City Resolution 91-7648 and the former Redevelopment Agency of the City of Pittsburg (the "Agency"), by Agency Resolution 91-300, and under the Constitution and laws of the State of California, including but not limited to Article 4 thereof, known as the "Marks-Roos Local Bond Pooling Act of 1985," Government Code Section 6584 et seq. (the "Act").

Section 4.C(1) of the JPA Agreement provides that the Authority shall fix the date, hour and place of the holding of regular meetings. Pursuant to Resolution No. 91-1 adopted by the Board on January 22, 1991, established the third Monday in January as the date of regular meetings of the Authority.

Staff expects to bring an Authority bond issuance (the “Proposed 2022 Water Bonds”) to the Board for consideration later this calendar year. The Proposed 2022 Water Bonds, if issued, are expected to finance elements of the capital program for the water utility.

Pursuant to legislation in 2010 (Government Code § 6592.1), which comprises part of the Act, the Authority must approve the issuance of bonds at a regular meeting. In order to prepare for the Proposed 2022 Water Bond financing, it is in the Authority’s best interest to establish regular meeting dates more frequently than once per year, as the Authority would not be able to approve the Proposed 2022 Water Bond financing until January 2023 under the regular meeting schedule established by Resolution No. 91-1. Waiting until January 2023 could delay the receipt of bond proceeds and expose the City to the risk that interest rates increase between now and January 2023.

SUBCOMMITTEE FINDINGS

Revising the regular meetings dates of the Authority was not discussed in a subcommittee.

STAFF ANALYSIS

Under Government Code § 6592.1, the Authority must approve bonds at a regular meeting. Currently, the Authority holds only one regular meeting per year.

In order to enable the City to proceed with bond issuances, which include the Proposed 2022 Water Bonds in a timely manner, including making funds available at the time they are needed to carry out capital and other projects and borrowing funds at the lowest interest cost, it is in the interest of the City and the Authority to empower the Authority to approve the issuance of bonds more frequently than once per year.

The attached Resolution will enable the Authority to hold its regular meetings in conjunction with the regular meetings of the City Council, beginning at 7:00 p.m. on the first and third Mondays of the month at City Hall. In the event that a regular meeting falls on a recognized state or federal holiday, the meeting shall be held on the next calendar day at 7:00 p.m. The attached Resolution will also rescind Resolution 91-1 to the extent that such resolution established a single annual regular meeting of the Authority. In the event that the Authority has no business to conduct at a given regular meeting, the Resolution provides that the Authority meeting may be suspended.

ATTACHMENTS: Resolution

Report Prepared By: Maria M. Aliotti, Deputy City Manager

BEFORE THE GOVERNING BOARD OF THE CITY OF PITTSBURG
PUBLIC FINANCING AUTHORITY

In the Matter of:

Revising the Regular Meetings Dates of) The City of Pittsburg Public Financing) Authority)	RESOLUTION NO. 22-

WHEREAS, the City of Pittsburg Public Financing Authority (the "**Authority**") is a public entity that is duly organized and existing under the Joint Exercise of Powers Agreement, dated January 1, 1991 (the "**JPA Agreement**"), by and between the City, by City Resolution 91-7648 and the former Redevelopment Agency of the City of Pittsburg (the "Agency"), by Agency Resolution 91-300, and under the Constitution and laws of the State of California (the "**State**"), including but not limited to Article 4 thereof, known as the "Marks-Roos Local Bond Pooling Act of 1985," Government Code Section 6584 *et seq.*; and

WHEREAS, Section 4.C(1) of the JPA Agreement provides that the Authority shall fix the date, hour and place of the holding of regular meetings by resolution of the governing board of the Authority (the "**Board**"); and

WHEREAS, pursuant to Resolution No. 91-1 adopted by the Board on January 22, 1991, regular meeting dates of the Authority are held on the third Monday in January; and

WHEREAS, the Authority proposes to revise its regular meeting dates so that they are held in conjunction with the regular meetings of the City Council of the City of Pittsburg.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the City of Pittsburg Public Financing Authority hereby:

1. Determines that the Authority shall hold its regular meetings in conjunction with the regular meetings of the City Council, beginning at 7:00 p.m. on the first and third Mondays of the month at City Hall. In the event that a regular meeting falls on a recognized state or federal holiday, the meeting shall be held on the next calendar day at 7:00 p.m. In addition, if Authority has no business to conduct at a given regular meeting, this Resolution provides that the Authority meeting may be suspended; and

2. Rescinds Section 2 of Resolution 91-1.

PASSED AND ADOPTED by the Governing Board of the City of Pittsburg Public Financing Authority at a special meeting on the 21st day of March 2022 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Holland Barrett White, Chair

ATTEST:

____
Alice E. Evenson, Secretary

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a City of Pittsburg Public Financing Authority Resolution Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

MEETING DATE: March 21, 2022

EXECUTIVE SUMMARY

Assembly Bill 361 (AB 361) amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions. Findings must be made every 30 days.

FISCAL IMPACT

There is no fiscal impact to the General Fund by this action.

RECOMMENDATION

The Governing Board (Board) of the City of Pittsburg Public Financing Authority (Authority) adopt the attached resolution approving meetings to be held by teleconference through April 3, 2022, in compliance with California Government Code Section 54953(e), at which time meetings will revert to in-person in the Council Chamber, along with in-person public participation.

BACKGROUND

Beginning in March 2020, Governor Newsom issued a series of Executive Orders aimed at containing the novel coronavirus, also known as COVID-19. Among these were Executive Orders N-25-20 and N-29- 20 (collectively, the “Brown Act Orders”), that waived requirements in the Brown Act expressly or impliedly requiring the physical presence of legislative body members, staff, or the public at local agency meetings.

On June 11, 2021, the Governor Newsom issued Executive Order N-08-21, to begin winding down some of the prior measures that were adopted in respond to COVID-19. Notably, N-08-21 established an end date to the Brown Act Orders, effective September 30, 2021.

On September 16, 20 21, Governor Newsom signed Assembly Bill 361 which amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions and so long as certain findings are made by a majority of the legislative body.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Local legislative bodies such as the Authority, who wish to continue meeting by teleconference, must comply with the requirements of California Government Code Section 54953, which was amended by AB 361.

Specifically, newly amended Government Code Section 54953 requires the following procedures:

- Give notice and post agendas as otherwise required by the Brown Act;
- List on the agenda how the public can electronically attend and comment at the meeting. Note that a public agency is not required to offer an in-person option for the public to attend and comment at such a meeting;
- Provide an opportunity to comment in advance of and during the meeting;
- Allow a reasonable amount of time to register, if required, and comment on each agenda item or at least the amount of time allowed per agency meeting protocols, whichever is longer;
- No action may be taken during a disruption that inhibits the broadcast of the meeting or the public's ability to comment;
- All votes must be via rollcall;
- Comply with state and federal civil rights and non-discrimination laws; and
- Take all precautions to protect the statutory and constitutional rights of the public.

While it only applies in situations where the governor has proclaimed a state of emergency, and not, for instance, when only a local health officer has declared an emergency, AB 361 provides an explicit avenue for local public agencies to meet remotely in the case of a public health, or other, emergency that inhibits the opportunity to meet in person. AB 361 provides the flexibility to meet by teleconference through December 31, 2023, unless extended.

As COVID-19 waned in November 2021, the local legislative bodies authorized partially teleconferenced meetings, with members of the bodies attending in person. However, given the spike in COVID-19 cases in January 2022, a return to fully teleconferenced meetings was warranted. The accompanying resolution, if approved, would authorize teleconferenced meetings of the Authority through April 3, 2022, in compliance with California Government Code Section 54953(e), at which time meetings will revert to in-person in the Council Chamber, along with in-person public participation

ATTACHMENTS: Resolution

Report Prepared By: Maria M. Aliotti, Deputy City Manager

BEFORE THE GOVERNING BOARD OF THE CITY OF PITTSBURG
PUBLIC FINANCING AUTHORITY

In the Matter of:

Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)	))))	RESOLUTION NO. 22-

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency due to COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20, which suspended specified requirements under the Brown Act with regard to teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 16, 2020, the City Council proclaimed the existence of a local emergency in response to COVID-19; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which modified and replaced the Brown Act language of Executive Order N-25-20, continuing to suspend specified requirements under the Brown Act for teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS on June 11, 2021, the Governor issued Executive Order N-08-21, which modified and replaced the Brown Act language of Executive Order N-29-20 and set forth an end date of September 30, 2021; and

WHEREAS, on September 16, 2021, the State Legislature passed Assembly Bill 361, which was signed into law by Governor Newsom on September 19, 2021. AB 361 amended the Brown Act at Government Code Section 54953 to allow, through December 31, 2023, a legislative body to use teleconferencing without adhering to specified requirements so long as, among other circumstances, the meeting is held during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and so long as the legislative body reconsiders the circumstances every 30 days; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for public meetings, which recommendations include social distancing, and Resolution No. 22- Page 2 of 2 March 7, 2022; and

WHEREAS, on October 4, 2021, and November 1, 2021, the City Council adopted a resolution authorizing teleconferenced meetings for the City Council, commissions, and subcommittees; and

WHEREAS, following an improvement in the COVID-19 cases, the City Council adopted resolutions on November 29, 2021, December 20, 2021, January 18, 2022 and February 7, 2022, to authorize meetings with public participation by teleconference and in-person attendance by members of the City Council and commissions, and otherwise fully teleconferenced meetings for subcommittees; and

WHEREAS, with the emergence of the Omicron variant, which may spread more easily, and in the wake of holiday gatherings, the incidence of COVID-19 increased in January 2022, thereby returning to fully teleconferenced meetings, as authorized by AB 361.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the City of Pittsburg Public Financing Authority hereby:

1. Makes the findings that the circumstances of the state of emergency have been reconsidered. The state of emergency declared by Governor Newsom has not been terminated. The state of emergency declared by the County Board of Supervisors has not been terminated. The state of emergency declared by the City Council has not been terminated.

2. Makes the findings that the State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 21, 2021, issued a recommendation for social distancing, among other recommendations, during public meetings.

3. Approves meetings to be held by teleconference through April 3, 2022, in compliance with California Government Code Section 54953(e), at which time meetings will revert to in-person in the Council Chamber, along with in-person public participation.

PASSED AND ADOPTED by the Governing Board of the City of Pittsburg Public Financing Authority at a special meeting on the 21st day of March 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____

Holland Barrett White, Mayor

ATTEST:

____

Alice E. Evenson, City Clerk

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

PRESCRIPTION DRUG ABUSE AWARENESS MONTH
MARCH 2022

***WHEREAS**, when used as prescribed by a doctor, prescription medicines such as stimulants, sedatives and opioids can be helpful in treating many illnesses, but when these medications are misused, they can have serious consequences; and*

***WHEREAS**, anyone who takes prescription opioids can become addicted to them. In fact, as many as one in four patients receiving long-term opioid therapy in a primary care setting struggles with opioid use disorder (OUD); and*

***WHEREAS**, prescription opioid overdose deaths also often involve benzodiazepines - central nervous system depressants used to sedate, induce sleep, prevent seizures, and relieve anxiety. The Centers for Disease Control and Prevention (CDC) recommends avoiding taking benzodiazepines while taking prescription opioids whenever possible; and*

***WHEREAS**, provisional data from the CDC indicate that of the estimated 100,306 drug overdose deaths nationally during 12-month period ending in April 2021, 75,673 were from opioids and 161 of those opioid related overdose deaths occurred in Contra Costa County; and*

***WHEREAS**, overdose deaths from synthetic opioids (primarily illicitly manufactured fentanyl), psycho-stimulants such as methamphetamine and cocaine deaths also increased in the 12-month period ending in April 2021 as did deaths from natural and semi-synthetic opioids (such as prescription pain medication); and*

***WHEREAS**, it is estimated that the "economic burden" of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and*

***WHEREAS**, the Contra Costa County Medication Education and Disposal Safety (MEDS) Coalition engages youth and adult stakeholders from across the county to participate in Prescription Drug Abuse Awareness Month activities to raise about prescription drug safety awareness, promote safe medication storage and disposal and ensure naloxone is available for those at high risk of opioid related overdose.*

***WHEREAS**, the Contra Costa County Medication Education and Disposal Safety (MEDS) Coalition engages youth and adult stakeholders from across the county to participate in Prescription Drug Abuse Awareness Month activities to raise about prescription drug safety awareness, promote safe medication storage and disposal and ensure naloxone is available for those at high risk of opioid related overdose.*

***NOW THEREFORE, BE IT RESOLVED THAT I**, Holland Barrett White, Mayor, on behalf of the entire City Council of the City of Pittsburg hereby declare March 2022 as Prescription Drug Abuse Awareness Month, and encourage all residents to participate in prescription drug abuse related prevention programs and activities, and encourage all community members pledge to, "Spread the Word… One Pill Can Kill."*

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

WOMEN'S HISTORY MONTH
MARCH 2022
"Providing Healing, Promoting Hope"

WHEREAS, women of every race, class, and ethnic background have made historic contributions to the growth and strength of our City in countless ways; and

WHEREAS, women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the City by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, the theme "Providing Healing, Promoting Hope" recognizes the many ways in which women have provided healing and hope to humanity for countless generations. Additionally, this theme brings to mind the many ways in which women are currently overburdened with caretaking duties and in need of relief; and

WHEREAS, women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our City; and

WHEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and as leaders in the forefront of every major progressive social change movement, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history:

NOW, THEREFORE, BE IT RESOLVED, I, Holland Barrett White, Mayor of the City of Pittsburg, California, on behalf of the entire City Council, hereby proclaim March 2022 as "Women's History Month" and encourage all residents of the City of Pittsburg to participate in ceremonies and events to commemorate and honor women for their countless contributions to our community.

Holland Barrett White

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson

Alice E. Evenson, City Clerk

March 21, 2022

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the Public Housing Agency Annual Plan for 2022 and Authorizing the Executive Director to Submit the Public Housing Agency Annual Plan for 2022 to the U.S. Department of Housing and Urban Development

MEETING DATE: March 21, 2022

EXECUTIVE SUMMARY

As required by the U.S. Department of Housing and Urban Development ("HUD") and contained in CFR 24 parts 35 and 982, the Housing Authority of the City of Pittsburg (the "Housing Authority") has prepared its Public Housing Agency Annual Plan for 2022 ("PHA Annual Plan for 2022"). HUD requires all public housing agencies to submit their annual plan for review. The PHA Annual Plan for 2022 summarizes the activities proposed by the Housing Authority for the next year as well as updates or revises the 5-Year Plan submitted in 2020.

FISCAL IMPACT

There is no fiscal impact to adopting this Resolution. However, housing authorities that fail to submit their annual plan will not receive federal funding until their annual plan has been submitted and subsequently approved by HUD. If the Housing Authority fails to submit its PHA Annual Plan for 2022 in a timely manner, HUD may impose sanctions.

RECOMMENDATION

The Governing Board of the Housing Authority open the public hearing, receive public comment, close the public hearing and adopt the Resolution for approval and submission of the PHA Annual Plan for 2022.

BACKGROUND

In compliance with federal legislation, the Housing Authority has prepared its PHA Annual Plan for 2022 for submission to HUD; addressing the delivery of housing services in Pittsburg, and thereby satisfying HUD's requirement to prepare and submit the PHA Annual Plan annually, subsequent to the 5-year plan which was submitted in 2020. There were no significant policy changes in this years' annual plan.

SUBCOMMITTEE FINDINGS

As part of the HUD requirement for submission of the PHA Annual Plan for 2022, staff met with the Resident Advisory Board ("RAB") to solicit feedback on the PHA Annual Plan for 2022. The RAB is comprised of any Section 8 participant wishing to participate and meets only for the purpose of providing comments on the annual plan.

The RAB met on January 25, 2022 and no comments regarding the proposed Annual Plan were provided. Therefore, no relevant comments are included within the PHA Annual Plan for 2022.

STAFF ANALYSIS

The Housing Authority has prepared the PHA Annual Plan for 2022, specifying the Housing Authority's goals for providing housing and offering support to families needing such assistance. It further outlines how the Housing Authority will utilize its 948 Section 8 Housing Choice Vouchers and its 185 Veterans Affairs Supportive Housing Vouchers, also referred to as VASH, thereby authorizing ongoing program funding.

The Notice of Public Hearing was published on January 25, 2022.

ATTACHMENTS: Exhibit A – Annual Plan for 2022 – HUD Form 50075 HP
Exhibit B – Certification - HUD Form 50077 -ST-HCV-HP

Report Prepared By: Bruce Smargiasso, Housing Manager

BEFORE THE GOVERNING BOARD OF THE HOUSING AUTHORITY
OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Public Housing Agency Annual	)	
Plan for 2022 and Authorizing the Executive	)	
Director to Submit the Public Housing Agency	)	RESOLUTION NO. 22 -
Annual Plan for 2022 to the U.S. Department	)	
of Housing and Urban Development	)	

WHEREAS, in compliance with federal legislation, the Housing Authority of the City of Pittsburg (the "Housing Authority") has prepared the Public Housing Agency Annual Plan for 2022 ("PHA Annual Plan for 2022") addressing the delivery of housing services in the Pittsburg community and thereby, satisfying the U.S. Department of Housing and Urban Development ("HUD") requirements to submit an annual plan; and

WHEREAS, a Notice of Public Hearing was published in the East County Times on January 25, 2022, commencing the 45-day period to submit written comments. The PHA Annual Plan for 2022 was also made available for review at the Housing Authority located at 916 Cumberland Street, Pittsburg, CA 94565. The public hearing scheduled is to address any written comments received during the public noticing period and to allow comments prior to the PHA Annual Plan for 2022 being approved by the Governing Board of the Housing Authority and submitted to HUD; and

WHEREAS, the adoption of the PHA Annual Plan for 2022 is in the best interest of the citizens of Pittsburg.

NOW, THEREFORE, BE IT RESOLVED that the Housing Authority of the City of Pittsburg hereby approves the PHA Annual Plan for 2022 and authorizes the Executive Director to submit the PHA Annual Plan for 2022 to HUD.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburg at a regular meeting on the 21st day of March 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Chair

ATTEST:

Alice E. Evenson, City Clerk

Admin Plan Changes.

The changes in Chapter 4 include revisions to the Wait List Policy creating future wait lists in smaller increments that expire every two years. These revisions are intended to reduce the time applicants are waiting to be offered assistance. Designing the list to expire every two years will give more applicants more frequent chances to be selected and reduce the administrative burden of keeping the list updated.

The changes in Chapter 5 clarify the family composition when considering a pregnant woman to include two applicants. This language is required to meet HUD's latest update.

The changes in Chapter 11 clarifies language about adding other adult members providing families opportunities for other adults to be added without impacting the budgetary constraints that earlier policies were designed to address.

The changes in Chapter 17 introduce recent revisions in outreach methodology language to implement the project-based voucher (PBV) program. This new language will ensure the Housing Authority's Administrative plan is compliant with the recruitment of applicants for Veteran's Square.

Housing Authority of the City of Pittsburg
Public Housing Agency (PHA) Annual Plan

Definition & Purpose

The Public Housing Agency (PHA) Plan is a plan that informs HUD, residents, and the public of the PHA's mission for serving the needs of low-income and very low-income families and the PHA's strategy for addressing those needs.

Definition & Purpose

PHAs must submit 5-year plans for tenant-based assistance and public housing programs (2020). Some PHAs are also required to submit annual plans to supplement the 5-year plans (2022).

Annual Plan Goals

- Achieve organizational excellence.

- Maximize use of Housing Choice Voucher allocation to provide housing assistance to low-income families.

- Improve the quality of assisted housing.

4

Resident Advisory Board Meeting

- Resident Advisory Board (Virtual) meeting occurred in February 2022.

- RAB Advocacy suggestions were provided.

Recommendation

The Governing Board of the Housing Authority open the public hearing, receive testimony, close the public hearing, consider the public comments, and adopt the Resolution approving the PHA Annual Plan for 2022.

Housing Authority of the City of Pittsburg

Housing Authority of the City of Pittsburg
Public Housing Agency (PHA) Annual Plan

Questions ?

Streamlined Annual PHA Plan *(High Performer PHAs)*	**U.S. Department of Housing and Urban Development Office of Public and Indian Housing**	**OMB No. 2577-0226 Expires: 02/29/2016**

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: _**HOUSING AUTHORITY of the CITY of PITTSBURG**________________________ **PHA Code**: __**CAO60**_______
PHA Type: ☐ Small ☒ High Performer
PHA Plan for Fiscal Year Beginning: (MM/YYYY): __**07/2021**____________
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units __-0-__________ Number of Housing Choice Vouchers (HCVs) _1133___________
Total Combined __1133_________
PHA Plan Submission Type: ☒ Annual Submission ☐Revised Annual Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ **PHA Consortia**: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	Annual Plan Elements
B.1	**Revision of PHA Plan Elements.** (a) Have the following PHA Plan elements been revised by the PHA since its last **Annual PHA Plan** submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☒ ☐ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) The PHA must submit its Deconcentration Policy for Field Office Review. (c) If the PHA answered yes for any element, describe the revisions for each element below: **The Housing Authority of the City of Pittsburg completed an overall rewriting of the Administrative Plan introducing new language about the family definition of a pregnant woman, the procedures for future wait lists, updated language & procedures for VAWA clients, a new policy for adding family members and expanding outreach policies for the PBV site recently occupied.**
B.2	**New Activities.** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☒ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☐ ☒ Demolition and/or Disposition. ☐ ☒ Conversion of Public Housing to Tenant Based Assistance. ☐ ☒ Conversion of Public Housing to Project-Based Assistance under RAD. ☒ ☐ Project Based Vouchers. ☐ ☒ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan. • **The Housing Authority has executed a HAP Contract for a total of 29 PBV vouchers for a 30 unit property called Veteran's Square built by Satellite Affordable Housing Associates (SAHA) and occupied January 2022..**
B.3	**Progress Report.** Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. The Housing Authority outlined 3 Mission and Goals described in the last 5-Year Plan: **PHA Goal 1:** Achieve organizational excellence. The Housing Authority has met its goal for organizational excellence by maintaining a "High Performer" rating through the Section Eight Management Assessment Program (SEMAP). In addition, professional development opportunities have been provided to employees through formal training in program requirements to ensure program compliance and success. **PHA Goal 2:** Maximize use of Housing Choice Vouchers To maximize the use of Housing Choice Vouchers, the Housing Authority opened the HCV-Section 8 Wait List to new applicants in 2017. Vouchers were issued from the Wait List to obtain full utilization of Vouchers and 98% of budget authority was expended. The Housing Authority will begin purging the wait list in 2020-2021 as well as creating a PBV Site Wait list in the process. **PHA Goal 3:** Improve the quality of assisted housing. Improvement in the quality of assisted housing has been achieved by utilization of our local building officials to ensure the properties are maintained and in good condition. The Housing Authority promoted its Homeownership Program to current participants who are expressing increased interest in becoming homeowners in the program.

B.4.	**Most Recent Fiscal Year Audit**. (a) Were there any findings in the most recent FY Audit? Y N ☒ ☐ * As of the date of this report, the Housing Authority has received no written report of any findings related to the audit. **(b)** If yes, please describe: **The Housing Authority has completed a Corrective Action Plan and has resolved accounting and financial reporting deficiencies detailed from the QAD Audit performed January 2020.**
	Other Document and/or Certification Requirements.
C.1	**Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan** Form 50077-ST-HCV-HP, *Certification of Compliance with PHA Plans and Related Regulations,* must be submitted by the PHA as an electronic attachment to the PHA Plan. ***SEE ATTACHMENT***
C.2	**Civil Rights Certification.** Form 50077-ST-HCV-HP, *Certification of Compliance with PHA Plans and Related Regulations,* must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☐ ☒ If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.4	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
D	**Statement of Capital Improvements**. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
D.1	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Annual Plan.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(1) and 24 CFR §903.12(b). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(2)(ii) and 24 CFR §903.12(b).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions**. Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. 24 CFR §903.7(b) Describe the PHA's procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. 24 CFR §903.7(b) A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b) Describe the unit assignment policies for public housing. 24 CFR §903.7(b)

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c)

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d)

☐ **Homeownership Programs**. A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. (24 CFR §903.7(k) and 24 CFR §903.12(b).

☐ **Safety and Crime Prevention (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i)

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: Notice PIH 1999-51. (24 CFR §903.7(r)(2)(ii)

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 **New Activities.** If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI.** 1**)** A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm. (Notice PIH 2010-30)

☐ **Mixed Finance Modernization or Development. 1)** A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm. (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm. (24 CFR §903.7(j))

☒ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

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B.3 **Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 **Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements

C.1 **Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 SM-HP.

C.2 **Civil Rights Certification.** Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

C.3 **Resident Advisory Board (RAB) comments**. If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.4 **Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

D. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

D.1 **Capital Improvements.** In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: "See HUD Form 50075.2 approved by HUD on XX/XX/XXXX."

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Certifications of Compliance with PHA Plans and Related Regulations *(Standard, Troubled, HCV-Only, and High Performer PHAs)*	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 02/29/2016**

PHA Certifications of Compliance with the PHA Plan and Related Regulations including Required Civil Rights Certifications

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or ***X - Annual PHA Plan*** *for the PHA fiscal year beginning* ***_2021_****, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site-based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Pittsburg	**CA060**
PHA Name	PHA Number/HA Code

__**X**__ **Annual PHA Plan** for **Fiscal Year 2022**____

_____ 5-Year PHA Plan for Fiscal Years 20_20_ - 20_25___

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official – **Garrett Evans**	Title – **Executive Director**
Signature	Date

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the City of Pittsburg

Program/Activity Receiving Federal Grant Funding

Housing Choice Voucher Program & the VASH Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

916 Cumberland Street, Pittsburg, Contra Costa County, California, 94565

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Garrett Evans	Executive Director/City Manager

Signature	Date
X	March 21, 2022

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Attachment

Resident Advisory Board for the City of Pittsburg Housing Authority

PHA Annual Plan - 2022

Resident Council Roster

S. L Floyd

Comment:

The above listed resident advisory board member attended a virtual meeting via Zoom. February 9, 2022 and had no recommended changes or additional recommendations on the 2022 Annual Plan that was shared.

They made the following requests:

1. Pursue advocacy for additional funding for this Housing Authority.
2. Advocate regulatory reform at the state level in concert with the federal requirements to allow more building & development of new units.
3. Seek additional protection at the State level from Resident Utility Billing.
4. Explore feasibility of building and developing housing specifically for Section 8 Participants.
5. Advocate for laws that will provide more protections for tenants.

He pledged along with his other Board Member that they will continue to work closely with Housing Authority Staff if any issues or concerns may arise.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the City of Pittsburg

Program/Activity Receiving Federal Grant Funding

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(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

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916 Cumberland Street, Pittsburg, Contra Costa County, California, 94565

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Garrett Evans	Executive Director/City Manager
Signature	Date
X	March 18, 2021

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

NOTICE OF PUBLIC HEARING

HOUSING AUTHORITY OF THE CITY OF PITTSBURG
2022 PHA ANNUAL PLAN

Notice is hereby given that the Housing Authority of the City of Pittsburg will hold a Public Hearing regarding proposed revisions to the Annual Plan. These plans include the mission, goals and objectives as well as the Housing Authority's involvement in the provision of affordable housing in Pittsburg, through the Housing Choice Voucher Program.

A minimum forty-five (45) day public comment period prior to the Public Hearing, will commence on January 25, 2022 to receive public input on the Housing Authority of the City of Pittsburg's Annual Plan for 2022.

Proponents, opponents and any interested persons may submit written comments during the public comment period no later than **March 21, 2022 by 3:00 p.m.** to:

Housing Authority of the City of Pittsburg
916 Cumberland Street, Pittsburg, CA 94565
Attn: Bruce Smargiasso, Housing Manager

The **Public Hearing** will take place on the following date, time and location:

Date:	**Tuesday, March 21, 2022**
Time:	**7:00 p.m**.
Location:	**Zoom Teleconference/Streaming Video**
	(see public advisory on the next page)

The PHA Annual Plan 2022 is available for review at the City of Pittsburg Housing Authority, located at 916 Cumberland Street, Pittsburg, CA 94565, between the hours of 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday.

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

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

Beginning with the January 19, 2022 City Council Meeting, live comments will be allowed by members of the public via teleconferencing during Zoom meetings and written comments received after 3:00 p.m. will be read aloud by staff. To be placed in a queue to comment, please adhere to the following instructions.

To Participate in Public Comment During the Meeting:

- Notify the City Clerk's Office via email by 3:00 p.m. on the meeting date that you would like to be placed in the queue for general Public Comments, or comments on a specific agenda item. Requests received after 3:00 p.m. on the date of the meeting will not be able to comment.
- Email your name and telephone number to meetingcomments@ci.pittsburg.ca.us. We need both identifications to pair you with the item you wish to speak on. You must also be sure that you call in using the number you have provided or we may not be able to identify you as a speaker.
- Your email must include the words **"FOR PUBLIC COMMENT"** in the subject line and specify the **Agenda Item number or Non-Agenda** as appropriate.
- You will receive an email confirmation with instructions to log in.
- Once the meeting starts (check the Streaming Media link on our website – www.ci.pittsburg.ca.us) you can phone in to Zoom. If you log in before the event has actually started you may be disconnected.
- You will be added to the meeting as an attendee and will be called upon by staff for phone-in comments.
- Speakers will be muted until their opportunity to provide public comment.
- All comments will be subject to the three-minute time limitation (approximately 350 words).
- Begin your comment by providing your name and city of residence for the record – although providing this is not required for participation.
- Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

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

CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES

DATE: January 18, 2021

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

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

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

This meeting will be held in compliance with California Government Code Section 54953(e)(2), which was added by Assembly Bill 361 which became effective Oct. 1, 2021, pursuant to the Governor's Executive Order N-15-21. On December 20, 2021, the City Council authorized hybrid meetings of the City Council and Commissions upon findings made in Resolution 21-13997 as required by state law. In addition, all Boards authorized teleconferenced meetings. City Council Members/Board Members/Commissioners and appropriate staff will be participating virtually via Zoom. The Public will continue virtual participation via Zoom. Pursuant to Government Code Section 54953(e)(3), the Council/Board/Commission authorization is effective for 30 days and may be extended every 30 days if the Council/Board/Commission makes required findings.

CALL TO ORDER

Chair White called the meeting of the Housing Authority to order at 7:20 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Member Banales was absent and excused.

PUBLIC HEARING

7. Adoption of a Housing Authority Resolution Approving the Housing Authority of the City of Pittsburg Administrative Plan for 2021

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

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

CONSENT CALENDAR

On motion by Member Craft, seconded by Vice-Chair Scales-Preston to adopt and carried by the following vote:

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

8. Minutes of November 15, 2021, Minutes of November 29, 2021

9. Disbursement List of October 31, 2021, and November 30, 2021

10. Adoption of a Housing Authority Resolution Approving the 2022 Utility Allowance Schedule

HOUSING AUTHORITY MEMBER REMARKS

Member Floyd stated thanked Housing Manager Smargiasso for the thorough presentation and efforts being made for a more effective process of housing people in our community.

Member Herring echoed Member Floyd's comments, and also thanked Housing Manager Smargiasso for keeping the Housing Commissioners informed.

ADJOURNMENT

The Housing Authority was adjourned at 7:42 P.M.

Respectfully submitted,

Alice E. Evenson, Secretary

HOUSING AUTHORITY OF THE CITY OF PITTSBURG
DISBURSEMENT SUMMARY
FOR THE MONTH ENDED DECEMBER 31th, 2021

VOUCHERS

Ck#	Amount	HAP[1]	VASH[2]	UR[3]	Portability	Admin. Fee	TOTAL
50217-50356 110121001-110121462	$ 1,615,269.97	1,493,139.85	88,863.44	10,894.90	21,913.00	458.78	$ 1,615,269.97
50357-50363 111521001-111521009	24,854.13	23,601.99	(1,173.86)	278.00	2,148.00	-	24,854.13
TOTAL	**$ 1,640,124.10**	**1,516,741.84**	**87,689.58**	**11,172.90**	**24,061.00**	**458.78**	**$ 1,640,124.10**

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

ADMINISTRATIVE EXPENSES

Description	TOTAL
Salaries and Wages	$ 42,747.35
Salaries- Overtime	16.07
Retirement Miscellaneous	3,211.50
Retirement - Pension Bonds	7,665.50
Health Insurance - Employees	4,684.16
Life Insurance	78.34
Dental Insurance	421.32
Vision - Employee	46.88
Workers' Compensation	1,386.21
Unemployment Insurance	250.43
Disability Insurance	149.45
F I C A & Medicare	3,423.71
Deferred Compensation - Employer	415.63
Vac Buy-Bk/Empl Termination	1,061.17
Pension 115 Trust	655.92
Retiree OPEB Costs	3,017.83
Office Supplies & Materials	135.78
Computer Software Expense	55,418.14
Postage	140.45
Misc Equip & Furniture < $5,000	1,081.11
Utilities - Electric	1,150.08
Utilities - Water	13.84
Utilities - Telephone Service	158.64
Utilities - WiFi/Cellphone Service	232.57
Insurance - Alloc Chgs	3,246.33
Other Contractual & Professional Service	147,439.44
Advertising & Promotion	308.70
Equipment Rental	155.90
Building Rental	2,375.00
Fleet Maintenance Alloc Chgs	576.58
Building Maintenance Alloc Chgs	1,769.42
Information Systems Alloc Chgs	1,755.67
Admin Overhead Paid to City	4,830.33
	$ 290,019.45

VOIDED CHECKS &

Ck#		Reason	Amount
152985	Void check	Pmt made in error to Alameda City Housing Authority	$ 3,808.06
230121231	Void check	Pmt recall LL property sold to new LL	3,074.00
50441	Void check	Tenant Lost Check	101.00
		TOTAL	$ 6,983.06

Prepared by: HB

Reviewed by: LM

NET OF ISSUED AND VOIDED PAYMENTS $ 1,937,126.61

Check Summary

December 1, 2021

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 50364	12/1/21	*****2494	Amana K Cornish	**30.00**
50365	12/1/21	*****7533	Angelique F Davis	**103.00**
50366	12/1/21	*****7730	Ashley M Brown	**147.00**
50367	12/1/21	*****1702	Christina M Fitzgerald	**63.00**
50368	12/1/21	*****4282	Cynthia g Cones	**33.00**
50369	12/1/21	*****0269	Dajon W Smith	**47.00**
50370	12/1/21	*****3976	Darren M Thompson	**36.00**
50371	12/1/21	*****3528	Elisa Johnson	**175.00**
50372	12/1/21		Franchise Tax Board	**253.50**
50373	12/1/21	*****8874	Iman N Hanif	**208.00**
50375	12/1/21	*****6377	Jo Ann Brooks	**29.00**
50377	12/1/21	*****4091	Joshua C Perez	**220.00**
50378	12/1/21	*****2309	Kawanda M Dotson	**34.00**
50379	12/1/21	*****6519	Krystal M Williams	**67.00**
50380	12/1/21	*****7253	Laneava S Blanks	**38.00**
50381	12/1/21	*****3960	Lyniece N Eddins	**1.00**
50382	12/1/21	*****3347	Maria B Martinez	**14.00**
50383	12/1/21	*****8042	Melissa J Perkins	**234.00**
50384	12/1/21	*****9905	Nakisha Fountain	**137.00**
50385	12/1/21	*****6935	Samaiyah A Warren	**79.00**
50386	12/1/21	*****5994	Shamia L Patterson	**304.00**
50387	12/1/21	*****3403	Shanae V Washington	**98.00**
50388	12/1/21	*****3817	Tameka T Thomas	**277.00**
50389	12/1/21	*****3772	Tatyana A Jackson	**39.00**
50390	12/1/21	*****6806	Thelma R Hearne	**21.00**
50392	12/1/21	*****1418	Patricia A Blocker	**27.00**
50393	12/1/21	*****8240	Vanna L Warga	**215.00**
50394	12/1/21	*****1654	Jaime M Lopez	**175.00**
50395	12/1/21	*****2890	Raquel E Miller	**57.00**
50396	12/1/21	*****1679	Albert K Lea III	**233.00**
50397	12/1/21	*****5232	Danielle M Thomas	**124.00**
50398	12/1/21	*****0164	Bobbie J Royston	**144.00**
50399	12/1/21	*****4208	Ono c Rothschild	**317.00**
50400	12/1/21	*****2184	Evelyn Smith	**109.00**

50401	12/1/21	*****9858	Livis J Sanders	**15.00**
50402	12/1/21	*****3035	Irma M Castillo	**53.00**
50403	12/1/21	*****4119	Pashenia D Sanders	**115.00**
50405	12/1/21	*****5133	Mary P Grigsby	**38.00**
50406	12/1/21	*****7432	Yolanda M Smith	**277.00**
50407	12/1/21	*****8373	Vonia Jackson	**103.00**
50408	12/1/21	*****2674	Monika Smith	**37.00**
50409	12/1/21	*****0912	Nicolas A Wagnon	**36.00**
50410	12/1/21	*****0478	Destiny S Albert	**265.00**
50411	12/1/21	*****8665	Nieza M Burrus	**153.00**
50412	12/1/21	*****2319	Delfonse A Lewis	**196.00**
50413	12/1/21	*****8612	Regina D Tucker	**68.00**
50414	12/1/21	*****9687	Carol J Davis	**48.00**
50415	12/1/21	*****7988	Melvina D Brunt	**177.00**
50416	12/1/21	*****6015	Sherron A Camp	**292.00**
50417	12/1/21	*****3840	Eva L Mangum	**85.00**
50418	12/1/21	*****0531	Akilah Z Parker	**145.00**
50419	12/1/21	*****5492	Michelle m Berry	**7.00**
50420	12/1/21	*****7135	Michele N Nichols	**80.00**
50421	12/1/21	*****8831	Theresa p Jones	**7.00**
50422	12/1/21	*****5626	Lashawn P Fields	**3.00**
50423	12/1/21	*****5232	Kristina M Greer	**81.00**
50424	12/1/21	*****3113	Mannah S Parrott	**79.00**
50425	12/1/21	*****6215	Janet Brown	**113.94**
50426	12/1/21	*****4767	Freddie L Henderson	**39.00**
50427	12/1/21	*****3181	Shirley J Strausbaugh	**11.00**
50428	12/1/21	*****2695	Monique Thompson	**60.00**
50429	12/1/21	*****4973	Be Thi Nguyen	**39.00**
50430	12/1/21	*****6015	Jade Nelson	**123.00**
50431	12/1/21	*****0903	Virgie r Gray	**61.00**
50432	12/1/21	*****6507	Melissa R Griffin	**36.00**
50433	12/1/21	*****1129	Tiffany L Pellom	**22.00**
50434	12/1/21	*****4736	Michelle T Cocker	**265.00**
50435	12/1/21	*****4987	Delois Sanford	**11.00**
50436	12/1/21	*****3869	Charlene M Best	**90.00**
50437	12/1/21	*****8818	Renee d Ford	**66.00**
50438	12/1/21	*****4721	Ebony N Manning	**42.00**
50439	12/1/21	*****1595	Theresa M Evans	**29.00**
50440	12/1/21	*****2217	Camille A Lascano	**9.00**
50441	12/1/21	*****8494	Kimdreal G Venson	**101.00**
50442	12/1/21	*****4672	Latasha P Martin	**21.00**

50443	12/1/21	*****5692	Jakeesha S Acree	**292.00**
50444	12/1/21	*****1606	Tamika Brown	**62.00**
50445	12/1/21	*****8308	DeAndre A Ellingberg	**106.00**
50446	12/1/21	*****5083	Crystal j Houston	**22.00**
50447	12/1/21	*****8992	Carrie L Saravia	**275.00**
50448	12/1/21	*****1698	Genevieve L Allen	**140.00**
50449	12/1/21	*****6438	Kwaume J Frederick	**11.00**
50450	12/1/21	*****6573	Hermajo L Hoskins	**111.00**
50451	12/1/21	*****6355	Linda P Smith	**92.00**
50452	12/1/21	*****8533	Ebony N Washington	**265.00**
50453	12/1/21	*****0256	Debra Gregory	**45.00**
50454	12/1/21	*****3277	Stacie J Hogan	**167.00**
50455	12/1/21	*****9016	Nova L Alfred	**292.00**
50456	12/1/21	*****9937	Lisa F Jackson	**265.00**
50457	12/1/21	*****2542	Sau C Ly	**26.00**
50458	12/1/21	*****6953	Nathan Banks JR	**47.00**
50459	12/1/21	*****0342	Beverly A Lockwood	**7.00**
50460	12/1/21	*****6598	Ardean M Goulart	**39.00**
50461	12/1/21	*****0344	Christina L Combs	**265.00**
50462	12/1/21	*****0849	Briana l Edwards	**132.00**
50463	12/1/21	*****7822	Daudi K Edmond	**55.00**
50464	12/1/21	*****5758	Monique c Chaves	**30.00**
50465	12/1/21	*****6095	Leilani S Gomez	**280.00**
50466	12/1/21	*****9325	JOW & AAW, LLC	**1,706.00**
50467	12/1/21	*****6825	A Classey Corp. DBA: ACL Property Management	**2,117.00**
50468	12/1/21	*****9326	Western Addition Apartments, LLC	**4,195.00**
50469	12/1/21	*****8574	Alamo Square Apartments LLC	**2,601.00**
50470	12/1/21	*****1636	Jimmy Bhatia	**1,554.00**
50471	12/1/21	*****2361	George Edward Cole	**1,635.00**
50472	12/1/21	*****2979	Mr. Donald Rhodes C/O Paul Shatswell Estate	**1,541.00**
50473	12/1/21	*****7079	Federal D Glover	**1,834.00**
50474	12/1/21	*****6137	Guild Mortgage Loan # 503-2003900	**2,299.00**
50475	12/1/21	*****0348	Hartz Property Management	**1,720.00**
50476	12/1/21	*****1057	Diamond Hillside Apartments	**3,274.00**
50477	12/1/21	*****3941	Steven Lau	**2,364.00**
50478	12/1/21	*****4593	Miaogen Lu	**2,725.00**
50479	12/1/21	*****3124	Dante McDonald	**1,127.00**
50480	12/1/21	*****4305	Darryl H. Milburn	**1,789.00**

	50481	12/1/21	*****2593	Ba Nguyen Thu Thi Ngo		**1,963.00**
	50482	12/1/21	*****9182	Lorene Paysinger		**1,816.00**
	50483	12/1/21	*****7243	Linda Phon		**1,480.00**
	50485	12/1/21	*****2839	Salmana S. Shah		**1,781.00**
	50486	12/1/21		Santa Clara Housing Authority		**1,445.61**
	50487	12/1/21	*****7396	Sierra Pacific Properties		**6,001.00**
	50488	12/1/21	*****8705	Khalid Sultan		**1,695.00**
	50489	12/1/21	*****3302	Susana Paduro-Silva		**4,142.00**
	50490	12/1/21	*****8191	Albert S Tam		**1,256.00**
	50491	12/1/21	*****5770	Ventana Rental Homes		**1,855.00**
	50492	12/1/21	*****1355	San Marcos Villas		**1,419.00**
	50493	12/1/21	*****9322	Western Upper Haight Street Apartments, LLC		**3,513.00**
	50494	12/1/21	*****1102	Ying Na Yeung		**1,467.00**
	50496	12/1/21	*****1535	Fanny Kao Huang		**1,800.00**
	50497	12/1/21	*****7378	Marina Heights Apartments, LP		**19,319.00**
	50498	12/1/21	*****7378	Marina Heights Apartments, LP		**17,748.00**
	50499	12/1/21	*****7378	Marina Heights Apartments, LP		**15,710.00**
*	120121001	12/1/21	*****2626	9th Street Associates, LP	DD - ES	**6,337.00**
	120121002	12/1/21	*****0229	Meerwais Abdiani	DD - ES	**926.00**
	120121003	12/1/21	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES	**16,122.00**
	120121004	12/1/21	*****9050	Leonda R Addison	DD - ES	**1,430.00**
	120121005	12/1/21	*****7139	Amitabh Agrawal	DD - ES	**1,557.00**
	120121006	12/1/21	*****6232	Rosario Aguilar	DD - ES	**1,117.00**
	120121007	12/1/21	*****5759	Rosa Aguirre	DD - ES	**2,071.00**
	120121008	12/1/21	*****9530	Demetrius Alexander	DD - ES	**1,780.00**
	120121009	12/1/21	*****5726	Jane Alexander	DD - ES	**710.00**
	120121010	12/1/21	*****9681	Dale Alvarez	DD - ES	**1,551.00**
	120121012	12/1/21	*****0104	Cecilia Anderson	DD - ES	**2,840.00**
	120121013	12/1/21	*****9111	Shawn Anderson	DD - ES	**2,233.00**
	120121014	12/1/21	*****5423	Anisa Ebadi	DD - ES	**2,540.00**
	120121015	12/1/21	*****5951	Stoneman Apartments	DD - ES	**31,065.00**
	120121016	12/1/21	*****5951	Stoneman Apartments	DD - ES	**11,265.00**
	120121017	12/1/21	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	**2,008.00**
	120121018	12/1/21	*****0707	Sergeant or Sima Austin	DD - ES	**1,148.00**
	120121019	12/1/21	*****4941	Shruti Motilal Ba-Harani	DD - ES	**2,199.00**
	120121020	12/1/21	*****2764	Mel L. Banagan	DD - ES	**1,951.00**
	120121021	12/1/21	*****4138	Carlos G. Barraza	DD - ES	**820.00**

120121022	12/1/21	*****3909	Ken Bartlett	DD - ES	**1,446.00**
120121023	12/1/21	*****1494	Donald Scott Barbour	DD - ES	**2,627.00**
120121024	12/1/21	*****7563	John Charles Bautista	DD - ES	**1,939.00**
120121025	12/1/21	*****3637	Christine Becerra	DD - ES	**1,175.00**
120121026	12/1/21	*****9093	Holly A Hawkins	DD - ES	**4,933.00**
120121028	12/1/21	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	**1,815.00**
120121029	12/1/21	*****2521	Belmont Apartments	DD - ES	**24,061.00**
120121030	12/1/21	*****2521	Belmont Apartments	DD - ES	**30,864.00**
120121031	12/1/21	*****2521	Belmont Apartments	DD - ES	**26,425.00**
120121032	12/1/21	*****5996	Alex Benjamen	DD - ES	**934.00**
120121033	12/1/21	*****6465	Tennyson Berry	DD - ES	**1,643.00**
120121034	12/1/21	*****8634	Bethel Global Development LLC	DD - ES	**2,403.00**
120121035	12/1/21	*****2209	Gina Bhatia	DD - ES	**2,805.00**
120121036	12/1/21	*****7075	Som N Bhatia	DD - ES	**4,723.00**
120121037	12/1/21	*****0602	Pinakin Bhatt	DD - ES	**2,548.00**
120121038	12/1/21	*****8470	Joseph B. Bachir	DD - ES	**1,605.00**
120121039	12/1/21	*****5924	Steven Booras	DD - ES	**2,085.00**
120121040	12/1/21	*****1438	2018-2 IH Borrower LP	DD - ES	**2,114.00**
120121041	12/1/21	*****2439	Rosie M Boyd	DD - ES	**2,698.00**
120121042	12/1/21	*****8847	Victoria Boyko	DD - ES	**2,051.00**
120121043	12/1/21	*****3037	Kelly Ann Bradford	DD - ES	**1,441.00**
120121044	12/1/21	*****7855	Mariya Briggs	DD - ES	**3,081.00**
120121045	12/1/21	*****6215	Janet Brown	DD - ES	**2,011.06**
120121046	12/1/21	*****7469	Jessica G. Platt	DD - ES	**1,477.00**
120121047	12/1/21	*****9954	Blue Sapphire Homes, Inc.	DD - ES	**2,589.00**
120121048	12/1/21	*****2142	Huong T. Bui	DD - ES	**4,200.00**
120121050	12/1/21	*****3581	Mommi Cannon	DD - ES	**3,194.00**
120121052	12/1/21	*****4042	Donnell I. Carson	DD - ES	**2,025.00**
120121053	12/1/21	*****2700	Carpino, LLC	DD - ES	**1,985.00**
120121054	12/1/21	*****5079	Castle Creek Company, Inc. Trust Account	DD - ES	**1,528.00**
120121055	12/1/21	*****6006	Christopher Todd Chambers	DD - ES	**1,679.00**
120121056	12/1/21	*****6869	Cora Ann Chambers	DD - ES	**745.00**
120121057	12/1/21	*****5571	P. M. Chaobal	DD - ES	**2,165.00**
120121058	12/1/21	*****9661	Chao Chen	DD - ES	**474.00**
120121059	12/1/21	*****1853	Hong Chen	DD - ES	**4,994.00**
120121060	12/1/21	*****8946	Jienlin Chen	DD - ES	**4,927.00**
120121061	12/1/21	*****4714	Wenhua Chen	DD - ES	**2,222.00**
120121062	12/1/21	*****5473	Hwa-Yoong Chiu	DD - ES	**2,467.00**
120121063	12/1/21	*****3211	Ada Choi	DD - ES	**2,556.00**

120121064	12/1/21	*****2454	Chun Ok Choi	DD - ES	**3,794.00**
120121065	12/1/21	*****7759	Michele Choi	DD - ES	**2,291.00**
120121066	12/1/21	*****2433	Chau Chung	DD - ES	**2,632.00**
120121067	12/1/21	*****0310	City of Pittsburg Housing Authority	DD - ES	**3,922.00**
120121068	12/1/21	*****3591	Juan F. Clara	DD - ES	**1,233.00**
120121069	12/1/21	*****1362	College Park Housing Authority	DD - ES	**331.92**
120121070	12/1/21	*****0855	Adolph Rudolph Cortesi III	DD - ES	**1,670.00**
120121071	12/1/21	*****5708	David Elmer Cortesi	DD - ES	**1,529.00**
120121072	12/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**1,125.14**
120121073	12/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**24,894.00**
120121074	12/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**25,613.00**
120121075	12/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**23,550.00**
120121076	12/1/21	*****6569	Jeannette D. Crespo	DD - ES	**2,616.00**
120121077	12/1/21	*****7900	Patricia Crosby	DD - ES	**1,285.00**
120121078	12/1/21	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	**1,739.00**
120121079	12/1/21	*****6248	Justin Dailey	DD - ES	**1,464.00**
120121080	12/1/21	*****1622	Dam Quang To	DD - ES	**2,721.00**
120121081	12/1/21	*****0793	Danica J. French Evans	DD - ES	**1,714.00**
120121082	12/1/21	*****2963	Audrey Davis	DD - ES	**1,348.00**
120121083	12/1/21	*****0396	Kesha E. Davis	DD - ES	**1,091.00**
120121084	12/1/21	*****8929	Kevin Davidson	DD - ES	**1,252.00**
120121085	12/1/21	*****4961	Paulette Davis	DD - ES	**1,621.00**
120121086	12/1/21	*****6115	Roshan M. Davis	DD - ES	**1,429.00**
120121087	12/1/21	*****9068	Jagdeep or Shashi Dayal	DD - ES	**3,625.00**
120121088	12/1/21	*****2031	Wayman Dea	DD - ES	**2,714.00**
120121089	12/1/21	*****8370	Charles Dellamore	DD - ES	**1,850.00**
120121090	12/1/21	*****5882	David De La Torre	DD - ES	**1,757.00**
120121091	12/1/21	*****1004	Brigitte P. Doan	DD - ES	**13,203.00**
120121092	12/1/21	*****3531	Anna Phuongnam Thi Do	DD - ES	**8,063.00**
120121093	12/1/21	*****5568	Ester Coleman Dunlap	DD - ES	**1,481.00**
120121094	12/1/21	*****5326	Tyrone W. Duncan	DD - ES	**1,756.00**
120121095	12/1/21	*****6538	Linda Duong	DD - ES	**1,345.00**
120121096	12/1/21	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**2,555.00**
120121097	12/1/21	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	**1,313.00**
120121098	12/1/21	*****3757	Alma B Espiritu	DD - ES	**2,200.00**
120121099	12/1/21	*****4023	Johnathan Espinoza	DD - ES	**1,486.00**
120121100	12/1/21	*****8122	Gerardo M. Esquivel	DD - ES	**1,154.00**

120121101	12/1/21	*****6027	Jianxin Fang	DD - ES	**5,315.00**
120121102	12/1/21	*****1830	Xiangfang Li	DD - ES	**2,794.00**
120121103	12/1/21	*****3602	Favian M. Wong	DD - ES	**2,400.00**
120121104	12/1/21	*****3835	Michael Mao C/O Jing Feng	DD - ES	**2,851.00**
120121105	12/1/21	*****2790	Barbara J. Fierner	DD - ES	**1,775.00**
120121106	12/1/21	*****9447	Joseph Field	DD - ES	**1,137.00**
120121107	12/1/21	*****7691	Hernan Roberto Figueroa	DD - ES	**1,570.00**
120121108	12/1/21	*****0962	Tochia D. Brewster Fleeton	DD - ES	**1,460.00**
120121109	12/1/21	*****5773	Alexander Flowers	DD - ES	**1,395.00**
120121110	12/1/21	*****4032	Fox Creek Apartments	DD - ES	**26,121.00**
120121111	12/1/21	*****4032	Fox Creek Apartments	DD - ES	**4,242.00**
120121112	12/1/21	*****0284	Monica Fraga	DD - ES	**1,775.00**
120121113	12/1/21	*****6894	Rejois O Frazier	DD - ES	**3,852.00**
120121115	12/1/21	*****6265	Mr. Darren Fuller	DD - ES	**2,164.00**
120121116	12/1/21	*****9634	Gialene Gaines	DD - ES	**2,050.00**
120121117	12/1/21	*****9590	Aminifu Gamba	DD - ES	**2,522.00**
120121118	12/1/21	*****2189	Kelly Yu Min Gao	DD - ES	**2,331.00**
120121119	12/1/21	*****6981	Adraine Gardner	DD - ES	**1,466.00**
120121120	12/1/21	*****4278	Antoinette L Garcia	DD - ES	**1,212.00**
120121121	12/1/21	*****7036	David Gardner	DD - ES	**3,099.00**
120121122	12/1/21	*****0785	Rupesh Garg	DD - ES	**2,377.00**
120121123	12/1/21	*****2931	William H. Gardiner	DD - ES	**2,204.00**
120121124	12/1/21	*****5111	Gateway Apartments	DD - ES	**6,285.00**
120121125	12/1/21	*****5298	Parvindokht Ghaboulidashti	DD - ES	**1,110.00**
120121126	12/1/21	*****2770	Eva Gholson	DD - ES	**1,738.00**
120121127	12/1/21	*****1145	Vernon or Eva Gholson	DD - ES	**2,660.00**
120121128	12/1/21	*****5958	Jacqueline Gill	DD - ES	**1,486.00**
120121129	12/1/21	*****3566	Mahavir Gill Mahavir S Gill Sr	DD - ES	**5,260.00**
120121130	12/1/21	*****8187	Sukpran Gill	DD - ES	**1,548.00**
120121131	12/1/21	*****6084	Gold A and S LLC	DD - ES	**2,251.00**
120121132	12/1/21	*****6208	Hadiya A Gomez	DD - ES	**846.00**
120121133	12/1/21	*****3032	Jesse Gonzaga	DD - ES	**2,807.00**
120121134	12/1/21	*****2367	Ting Gong	DD - ES	**2,163.00**
120121135	12/1/21	*****6940	Frances Greene	DD - ES	**2,676.00**
120121136	12/1/21	*****4872	Rodney Green	DD - ES	**962.00**
120121137	12/1/21	*****3361	Rupinder Grewal	DD - ES	**2,972.00**
120121138	12/1/21	*****7325	Patricia Gridley	DD - ES	**760.50**
120121139	12/1/21	*****6305	Italo Grossi	DD - ES	**1,595.00**
120121140	12/1/21	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	**1,413.00**

120121141	12/1/21	*****0940	Krystle Guan	DD - ES	**4,076.00**
120121142	12/1/21	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	**1,359.00**
120121143	12/1/21	*****5267	Abhilash Gupta	DD - ES	**2,956.00**
120121144	12/1/21	*****7930	Donald R. Watson, Sr.	DD - ES	**878.00**
120121145	12/1/21	*****6176	Asharfun Nisha Hafiz	DD - ES	**1,597.00**
120121146	12/1/21	*****0457	Jeffrey Paul Hagler	DD - ES	**5,558.00**
120121147	12/1/21	*****9827	Delores Jane Hall	DD - ES	**1,712.00**
120121148	12/1/21	*****4299	Clarence Jerome Hardison	DD - ES	**2,165.00**
120121149	12/1/21	*****6228	David L Hart	DD - ES	**1,939.00**
120121150	12/1/21	*****1769	Lawrence Harrold	DD - ES	**6,467.00**
120121151	12/1/21	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	**8,515.00**
120121152	12/1/21	*****5859	Chuanhu He	DD - ES	**1,911.00**
120121153	12/1/21	*****0855	Ji Yuan He	DD - ES	**2,026.00**
120121154	12/1/21	*****6728	David T. Hennigan	DD - ES	**16,596.00**
120121155	12/1/21	*****3097	Silvester C. Henderson	DD - ES	**3,228.00**
120121156	12/1/21	*****2157	Elias Herrera	DD - ES	**363.00**
120121157	12/1/21	*****1603	Marva Hill	DD - ES	**357.00**
120121158	12/1/21	*****3207	Chainchal Hira	DD - ES	**2,133.00**
120121159	12/1/21	*****6255	Carl E. Hoard II	DD - ES	**1,319.00**
120121160	12/1/21	*****7386	Hanh Huu Hoang	DD - ES	**2,803.00**
120121161	12/1/21	*****5654	Havy S Hoag	DD - ES	**2,087.00**
120121162	12/1/21	*****4106	Albert Ho	DD - ES	**1,746.00**
120121163	12/1/21	*****8576	Joyce Ann Hoffman	DD - ES	**1,316.00**
120121164	12/1/21	*****4543	Ronald G. Holmes	DD - ES	**1,360.00**
120121165	12/1/21	*****7987	SRH Holdings LLC	DD - ES	**3,342.00**
120121166	12/1/21	*****2768	Invitation Homes	DD - ES	**2,585.00**
120121167	12/1/21	*****5700	Tony Ho	DD - ES	**1,367.00**
120121168	12/1/21	*****9956	Cheng Huang	DD - ES	**2,794.00**
120121169	12/1/21	*****8816	Ming Zin Huang	DD - ES	**2,860.00**
120121170	12/1/21	*****7984	Tao Huang	DD - ES	**7,227.00**
120121171	12/1/21	*****7838	Xia Jing Huang	DD - ES	**2,586.00**
120121172	12/1/21	*****9084	Nancy Xiu Zhen Hu	DD - ES	**1,985.00**
120121173	12/1/21	*****6229	Thinh Trieu Huynh	DD - ES	**2,400.00**
120121174	12/1/21	*****0778	IGreen House Inc.	DD - ES	**167.00**
120121175	12/1/21	*****7951	IH5 Property West LP	DD - ES	**3,228.00**
120121176	12/1/21	*****8323	Keyee Investment LLC	DD - ES	**1,451.00**
120121177	12/1/21	*****1017	LaShon D Irving	DD - ES	**1,991.00**
120121178	12/1/21	*****6821	Michael or Kay Isola	DD - ES	**2,319.00**
120121179	12/1/21	*****4913	Jabbarr Love	DD - ES	**1,891.00**
120121180	12/1/21	*****1075	Consuelo Marie Jackson	DD - ES	**2,920.00**

120121181	12/1/21	*****5120	Deepika Sameer Jain	DD - ES	**5,171.00**
120121182	12/1/21	*****4910	Sameer Jain	DD - ES	**7,887.00**
120121183	12/1/21	*****3307	Vishal S. Jain	DD - ES	**1,157.00**
120121184	12/1/21	*****1349	Jason Le	DD - ES	**2,611.00**
120121185	12/1/21	*****6917	Jian Xing Zhang	DD - ES	**1,486.00**
120121186	12/1/21	*****3090	Krystal Johnson	DD - ES	**1,964.00**
120121187	12/1/21	*****8569	Ronita Johnson	DD - ES	**1,480.00**
120121188	12/1/21	*****8867	James Jones	DD - ES	**1,486.00**
120121189	12/1/21	*****2434	Sharon Jones	DD - ES	**1,923.00**
120121190	12/1/21	*****4905	Mostaeen B Jouya	DD - ES	**1,700.00**
120121191	12/1/21	*****5647	Om Parkash Kalra	DD - ES	**3,231.00**
120121192	12/1/21	*****8425	Wei Kang	DD - ES	**4,841.00**
120121193	12/1/21	*****7429	Navkirandeep Kaur	DD - ES	**2,380.00**
120121194	12/1/21	*****5248	KC Prime LLC	DD - ES	**1,735.00**
120121195	12/1/21	*****6180	K. E. M. Group LLC	DD - ES	**1,830.00**
120121196	12/1/21	*****9411	Anthony Keslinke	DD - ES	**3,512.00**
120121197	12/1/21	*****6230	Kevin Moffett	DD - ES	**2,318.00**
120121198	12/1/21	*****2578	Faraz Ali Khan	DD - ES	**1,436.00**
120121199	12/1/21	*****0888	KW Kirker Creek, LLC	DD - ES	**3,021.00**
120121200	12/1/21	*****9221	John N Kitta	DD - ES	**2,784.00**
120121201	12/1/21	*****7475	Qi Yun Kuang	DD - ES	**5,966.00**
120121202	12/1/21	*****8506	Simon Kailiang Kuang	DD - ES	**1,659.00**
120121203	12/1/21	*****9316	Zdzislaw Kujawa	DD - ES	**1,335.00**
120121204	12/1/21	*****2585	Daniel Kwan	DD - ES	**3,371.00**
120121205	12/1/21	*****8326	Thomas LaFleur	DD - ES	**1,480.00**
120121206	12/1/21	*****7845	Chow Kang Lam	DD - ES	**1,415.00**
120121207	12/1/21	*****6520	Shirley Manly-Lampkin	DD - ES	**1,051.00**
120121208	12/1/21	*****7975	Peter C. Larsen	DD - ES	**1,454.00**
120121209	12/1/21	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	**1,175.00**
120121210	12/1/21	*****4732	Latif, LLC	DD - ES	**4,037.00**
120121211	12/1/21	*****2293	LCSTAR, LLC	DD - ES	**4,140.00**
120121212	12/1/21	*****0984	Dao Tran Le	DD - ES	**2,018.00**
120121213	12/1/21	*****8548	Jack Wai Lee	DD - ES	**2,370.00**
120121214	12/1/21	*****1755	Siu Wan Windytiti Lee	DD - ES	**2,235.00**
120121215	12/1/21	*****2527	Steven Lee	DD - ES	**1,664.00**
120121216	12/1/21	*****5289	Yuhjen Juang Lee	DD - ES	**1,899.00**
120121217	12/1/21	*****7087	Huy Nguyen Le	DD - ES	**2,461.00**
120121218	12/1/21	*****1860	Lena Le	DD - ES	**714.00**
120121219	12/1/21	*****3782	Joseph C. Lerma	DD - ES	**1,420.00**
120121220	12/1/21	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**1,298.00**

120121221	12/1/21	*****3410	John M. Leung	DD - ES	**8,014.00**
120121222	12/1/21	*****3743	May Leung or Rodney Chen	DD - ES	**3,770.00**
120121223	12/1/21	*****2110	Peter Leung	DD - ES	**2,499.00**
120121224	12/1/21	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**8,478.00**
120121225	12/1/21	*****0416	Faqiang Li	DD - ES	**2,449.00**
120121226	12/1/21	*****8871	Jie Li	DD - ES	**1,762.00**
120121227	12/1/21	*****7827	Jinhuan Li	DD - ES	**1,505.00**
120121228	12/1/21	*****9346	Joshua Li	DD - ES	**1,123.00**
120121229	12/1/21	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	**1,166.00**
120121230	12/1/21	*****3881	Vivian Y Li	DD - ES	**1,226.00**
120121232	12/1/21	*****0050	Wei Min Li	DD - ES	**1,632.00**
120121233	12/1/21	*****9003	Ying Hong Li	DD - ES	**6,074.00**
120121234	12/1/21	*****0198	Belkis Zhong Li	DD - ES	**2,596.00**
120121235	12/1/21	*****1646	Paul Long	DD - ES	**2,001.00**
120121236	12/1/21	*****1474	Los Medanos Village Apartments	DD - ES	**14,235.00**
120121237	12/1/21	*****7531	Tony or Yvonne Louie	DD - ES	**1,425.00**
120121238	12/1/21	*****3708	Anthony Charles Loyola	DD - ES	**547.00**
120121239	12/1/21	*****7720	Jose Loza	DD - ES	**883.00**
120121240	12/1/21	*****2354	Andrew Kin Lui	DD - ES	**2,383.00**
120121241	12/1/21	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	**1,482.00**
120121242	12/1/21	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	**1,374.00**
120121243	12/1/21	*****1821	Curtis H. Lundberg	DD - ES	**560.00**
120121244	12/1/21	*****1494	Xiangwen Lu	DD - ES	**4,962.00**
120121245	12/1/21	*****2147	Chi Vien Ly	DD - ES	**1,301.00**
120121246	12/1/21	*****4009	Yolanda McDonald	DD - ES	**2,172.00**
120121247	12/1/21	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	**1,605.00**
120121248	12/1/21	*****5865	Rakesh Madra	DD - ES	**2,999.00**
120121249	12/1/21	*****2191	Radha Mahesram	DD - ES	**2,240.00**
120121250	12/1/21	*****7358	Mahnoor Tariq	DD - ES	**2,452.00**
120121251	12/1/21	*****4372	Jennifer Leung Ma	DD - ES	**3,662.00**
120121252	12/1/21	*****1989	Jeff Mann	DD - ES	**7,114.00**
120121253	12/1/21	*****5378	Glenn Marshall	DD - ES	**2,403.00**
120121254	12/1/21	*****2875	Marla Y Harrison	DD - ES	**527.00**
120121255	12/1/21	*****4697	Elisa Aurora Martinez	DD - ES	**2,746.00**
120121256	12/1/21	*****9206	Demetria d Mason	DD - ES	**2,624.00**
120121257	12/1/21	*****9994	Matthew Lui	DD - ES	**1,647.00**
120121258	12/1/21	*****6768	Matrixone Realty	DD - ES	**1,091.00**

120121259	12/1/21	*****5255	Helen McCarthy	DD - ES	**1,933.00**
120121260	12/1/21	*****1152	Janice K McLean	DD - ES	**1,230.00**
120121261	12/1/21	*****4675	Meadow Glen Apartments	DD - ES	**1,925.00**
120121262	12/1/21	*****9866	Tatung Mei	DD - ES	**3,564.00**
120121263	12/1/21	*****5245	Jinyu Meng	DD - ES	**1,653.00**
120121264	12/1/21	*****4885	Sabine Menzel	DD - ES	**5,059.00**
120121265	12/1/21	*****0133	Mercedes P. Johnson	DD - ES	**748.00**
120121266	12/1/21	*****8272	Hector Meza	DD - ES	**932.00**
120121267	12/1/21	*****9885	Andrew S Miloslavich	DD - ES	**1,904.00**
120121268	12/1/21	*****7437	Perchak Properties for Carol Miller	DD - ES	**2,244.00**
120121269	12/1/21	*****4000	Millennium Homes	DD - ES	**2,012.00**
120121270	12/1/21	*****9782	Maryann Miller	DD - ES	**1,856.00**
120121271	12/1/21	*****2618	Carlos J Miranda	DD - ES	**579.00**
120121272	12/1/21	*****0772	Hassan Mirabedi	DD - ES	**9,890.00**
120121273	12/1/21	*****6741	Gwendolyn Mitchell	DD - ES	**2,998.00**
120121274	12/1/21	*****4885	Momin Raees	DD - ES	**2,603.00**
120121275	12/1/21	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	**1,652.00**
120121276	12/1/21	*****4676	Erik L Morris	DD - ES	**1,874.00**
120121277	12/1/21	*****3624	Diane Morin	DD - ES	**1,990.00**
120121278	12/1/21	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	**803.00**
120121279	12/1/21	*****1388	Mynd Management Inc,	DD - ES	**4,155.00**
120121280	12/1/21	*****0105	Ehsan Nabkel	DD - ES	**3,552.00**
120121281	12/1/21	*****6234	Shinder Paul Narabut	DD - ES	**6,828.00**
120121282	12/1/21	*****0054	NC Associates, Inc.	DD - ES	**17,475.00**
120121283	12/1/21	*****9180	Michael Nelson	DD - ES	**2,938.00**
120121284	12/1/21	*****5257	Guy Nesbeth	DD - ES	**1,741.00**
120121285	12/1/21	*****1072	Dominic Y Ng	DD - ES	**2,857.00**
120121286	12/1/21	*****3604	Knowland Ging Ng	DD - ES	**2,083.00**
120121287	12/1/21	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	**298.00**
120121288	12/1/21	*****0738	Hieu Nguyen	DD - ES	**1,642.00**
120121289	12/1/21	*****7154	Huy Quang Nguyen	DD - ES	**2,162.00**
120121290	12/1/21	*****8307	Mai Thi Thanh Nguyen	DD - ES	**1,925.00**
120121291	12/1/21	*****4366	Quyen Nguyen	DD - ES	**1,900.00**
120121292	12/1/21	*****8241	Tieu Nguyen	DD - ES	**688.00**
120121293	12/1/21	*****2660	Nichole Nicholson	DD - ES	**2,500.00**
120121294	12/1/21	*****7265	Ernest Nichols III	DD - ES	**3,301.00**
120121295	12/1/21	*****6497	Peter Niloufari	DD - ES	**4,203.00**
120121297	12/1/21	*****8129	Kevin Nord	DD - ES	**1,690.00**
120121298	12/1/21	*****0056	Richard A Norte	DD - ES	**1,915.00**

120121299	12/1/21	*****2286	North State Financial, Inc.	DD - ES	**1,094.00**
120121300	12/1/21	*****7171	New Way Management Services, Inc.	DD - ES	**23,637.00**
120121301	12/1/21	*****0056	Sheryl O'Brien	DD - ES	**882.00**
120121302	12/1/21	*****1194	Jennifer Odei	DD - ES	**1,484.00**
120121303	12/1/21	*****5572	Dwight J Owens	DD - ES	**643.00**
120121304	12/1/21	*****1780	Diane Oles	DD - ES	**1,694.00**
120121305	12/1/21	*****4543	Esosa A. Omokaro	DD - ES	**1,932.00**
120121306	12/1/21	*****3741	Sandra L Ortiz	DD - ES	**1,785.00**
120121307	12/1/21	*****1081	Chinenye Osuagwu	DD - ES	**2,716.00**
120121308	12/1/21	*****9139	Olubukola Amoke Oyebade	DD - ES	**2,517.00**
120121309	12/1/21	*****3324	Mutlu Ozer	DD - ES	**2,180.00**
120121310	12/1/21	*****6009	Diablo Pacific, Inc.	DD - ES	**3,297.00**
120121311	12/1/21	*****4083	Pacific Living, LLC	DD - ES	**2,769.00**
120121312	12/1/21	*****7811	Hemangini & Vijendra Patel	DD - ES	**2,800.00**
120121313	12/1/21	*****0885	Kokila Patel	DD - ES	**787.00**
120121314	12/1/21	*****0346	Patiala, LLC Deepinder Kaur or Ajay Singh	DD - ES	**1,282.00**
120121315	12/1/21	*****8684	Virendra M. Patel	DD - ES	**574.00**
120121316	12/1/21	*****8047	Jason Pauline	DD - ES	**1,760.00**
120121317	12/1/21	*****3189	Loycell Peacock	DD - ES	**1,391.00**
120121318	12/1/21	*****5165	Scott Pease	DD - ES	**1,272.00**
120121319	12/1/21	*****8805	Alonso R. Perez	DD - ES	**1,486.00**
120121320	12/1/21	*****3278	Maria Del Carmen Perez	DD - ES	**268.00**
120121321	12/1/21	*****6784	Lowde Y. Perkins	DD - ES	**922.00**
120121322	12/1/21	*****4893	Cong Thi Pham	DD - ES	**535.00**
120121323	12/1/21	*****5884	May K. Pho	DD - ES	**2,583.00**
120121324	12/1/21	*****0958	Pittsburg Park Apartments	DD - ES	**2,952.00**
120121325	12/1/21	*****2744	SK Pittsburg Bay Point SK Pittsburg Bay Point	DD - ES	**1,458.00**
120121326	12/1/21	*****1097	Bay Point Orphans Fund, LLC	DD - ES	**1,780.00**
120121327	12/1/21	*****8826	Prime Metropolis Properties, Inc.	DD - ES	**2,486.00**
120121328	12/1/21	*****2849	IH5 Property West LP	DD - ES	**1,769.00**
120121329	12/1/21	*****3398	Marples Property Management	DD - ES	**1,870.00**
120121330	12/1/21	*****4650	A. Meadows Property Management	DD - ES	**3,352.00**
120121331	12/1/21	*****6551	Parks Property Management	DD - ES	**1,711.00**
120121332	12/1/21	*****7789	Stokley Properties LLC Harbor	DD - ES	**3,174.00**
120121333	12/1/21	*****8055	Property Upsurge, Inc.	DD - ES	**4,252.00**
120121334	12/1/21	*****0782	Amjad Qaqish	DD - ES	**835.00**
120121335	12/1/21	*****9542	Sam or Sonia Quinones	DD - ES	**1,800.00**
120121336	12/1/21	*****4029	Amos Radford	DD - ES	**1,387.00**
120121337	12/1/21	*****1034	Kuljit P Raju	DD - ES	**1,819.00**

120121338	12/1/21	*****2261	Paramjit K. Raju	DD - ES	**2,474.00**
120121339	12/1/21	*****3452	Christopher Ramirez	DD - ES	**2,042.00**
120121340	12/1/21	*****8489	Enrique or Stacy Ramirez	DD - ES	**531.00**
120121341	12/1/21	*****2162	Erika Ramirez	DD - ES	**1,345.00**
120121343	12/1/21	*****2283	Rohini Ram-Cline	DD - ES	**1,695.00**
120121344	12/1/21	*****6068	David Raughton	DD - ES	**1,933.00**
120121345	12/1/21	*****8337	RayCaro Inc.	DD - ES	**1,581.00**
120121346	12/1/21	*****8227	Croskey Real Estate, Inc.	DD - ES	**1,479.00**
120121347	12/1/21	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**3,628.00**
120121348	12/1/21	*****7083	Reliant - Woods Grove, LP	DD - ES	**19,639.00**
120121349	12/1/21	*****7349	Eric Franklin Remson	DD - ES	**538.00**
120121350	12/1/21	*****3881	RH Portofino Owner CA LLC	DD - ES	**13,982.00**
120121351	12/1/21	*****9215	Kameryn Victoria Ray	DD - ES	**1,964.00**
120121352	12/1/21	*****9321	Roger Riley	DD - ES	**1,901.00**
120121353	12/1/21	*****4562	Rising Investments LLC	DD - ES	**6,880.00**
120121354	12/1/21	*****4809	Robert W. Daniels	DD - ES	**2,679.00**
120121355	12/1/21	*****0694	Jason Ruffin	DD - ES	**2,504.00**
120121356	12/1/21	*****4579	Elvira Ruiz	DD - ES	**1,746.00**
120121357	12/1/21	*****5248	Constance Russell	DD - ES	**2,300.00**
120121358	12/1/21	*****3871	Maridel P Santos	DD - ES	**1,649.00**
120121359	12/1/21	*****7615	Gregory Paul Schulz	DD - ES	**1,188.00**
120121360	12/1/21	*****9954	Richard M. Sciortino	DD - ES	**2,284.00**
120121361	12/1/21	*****7031	Jacqueline Selinger	DD - ES	**1,658.00**
120121362	12/1/21	*****5346	Young Sook Seroy	DD - ES	**1,566.00**
120121363	12/1/21	*****6765	SETRC, LLC	DD - ES	**2,559.00**
120121364	12/1/21	*****1446	Mohinder Sharma	DD - ES	**1,016.00**
120121365	12/1/21	*****7239	Shailesh & Bela Patel	DD - ES	**1,212.00**
120121366	12/1/21	*****1357	Mohammad Shekib	DD - ES	**1,939.00**
120121367	12/1/21	*****5981	Yihui Shi	DD - ES	**1,535.00**
120121368	12/1/21	*****5994	Shorten Investments LLC	DD - ES	**5,358.00**
120121369	12/1/21	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**12,626.00**
120121370	12/1/21	*****7789	Siena Court Apartments	DD - ES	**15,277.00**
120121371	12/1/21	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**4,337.00**
120121372	12/1/21	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**27,591.00**
120121374	12/1/21	*****6650	Frank M. Siino	DD - ES	**982.00**
120121375	12/1/21	*****8035	Joseph Michael Siino	DD - ES	**1,530.00**
120121376	12/1/21	*****5399	Gloria Silva	DD - ES	**506.00**
120121377	12/1/21	*****8407	Marc J. Simpson	DD - ES	**1,688.00**
120121378	12/1/21	*****6058	Son Singh	DD - ES	**1,500.00**

120121379	12/1/21	*****0700	Crystal Situ	DD - ES	**1,270.00**
120121380	12/1/21	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	**1,975.00**
120121381	12/1/21	*****4970	Molly Smith	DD - ES	**1,898.00**
120121382	12/1/21	*****9092	Sherritta M Smith	DD - ES	**945.00**
120121383	12/1/21	*****2032	Cinthia Sosa	DD - ES	**2,448.00**
120121384	12/1/21	*****6977	Angela E. Robinson-Spencer	DD - ES	**2,131.00**
120121386	12/1/21	*****5343	Deborah Steppe	DD - ES	**1,784.00**
120121387	12/1/21	*****5308	Darice Streeter c/o R R Rentals	DD - ES	**1,900.00**
120121389	12/1/21	*****8216	Abby Sukarto	DD - ES	**3,581.00**
120121390	12/1/21	*****7479	Ms. Li Su	DD - ES	**1,351.00**
120121391	12/1/21	*****1235	Summit Venture Group, LLC	DD - ES	**2,913.00**
120121392	12/1/21	*****6168	Kamaljeet Surila	DD - ES	**1,655.00**
120121393	12/1/21	*****0804	Svetlana Kondratiouk	DD - ES	**3,040.00**
120121394	12/1/21	*****0399	Joyce Hui Sy	DD - ES	**7,715.00**
120121395	12/1/21	*****3065	Tasharie C. Ameral	DD - ES	**1,609.00**
120121396	12/1/21	*****6283	Yun Teng Weijie Zhang	DD - ES	**1,892.00**
120121397	12/1/21	*****9166	Ms. Natasha Terry	DD - ES	**2,675.00**
120121398	12/1/21	*****2164	Quyen Minh Thai	DD - ES	**2,875.00**
120121399	12/1/21	*****9314	Silvia Thein and Ada Choi	DD - ES	**2,200.00**
120121400	12/1/21	*****7191	Tequila Nashannon Thornton	DD - ES	**2,654.00**
120121401	12/1/21	*****1714	Yoway Wilson Tong	DD - ES	**1,486.00**
120121402	12/1/21	*****1405	Lourdes or Raymond Tovar	DD - ES	**1,374.00**
120121403	12/1/21	*****2094	Raphael Minhtuyen Tran	DD - ES	**2,923.00**
120121404	12/1/21	*****8623	Richard Tran	DD - ES	**2,789.00**
120121405	12/1/21	*****1327	Thuy Tran	DD - ES	**1,148.00**
120121406	12/1/21	*****6165	Thanh Van Trinh	DD - ES	**1,486.00**
120121407	12/1/21	*****5313	Sean Thuyet Truong	DD - ES	**1,094.00**
120121408	12/1/21	*****9321	Van Truong	DD - ES	**1,717.00**
120121409	12/1/21	*****6917	Erica Uschold	DD - ES	**2,950.00**
120121410	12/1/21	*****4582	Lidia Valladares	DD - ES	**1,169.00**
120121411	12/1/21	*****0250	Victor D Valenzuela	DD - ES	**1,498.00**
120121412	12/1/21	*****3371	Gary D. Vasconcellos	DD - ES	**1,550.00**
120121413	12/1/21	*****3239	Veritel Homes LLC	DD - ES	**2,586.00**
120121414	12/1/21	*****5310	Azell Vickers	DD - ES	**2,648.00**
120121415	12/1/21	*****9682	Nuno G Vieira	DD - ES	**4,350.00**
120121416	12/1/21	*****7391	Kim Uyen Minh Vu	DD - ES	**1,239.00**
120121417	12/1/21	*****2720	Stephen Cordell Wafer	DD - ES	**1,213.00**
120121418	12/1/21	*****6924	Lining Wan	DD - ES	**1,874.00**

120121419	12/1/21	*****6945	Wei Wang	DD - ES	**2,107.00**
120121420	12/1/21	*****1634	Yu Ruo Wang	DD - ES	**1,781.00**
120121421	12/1/21	*****7593	Ms. Brigitte Warren C/O Perry Realty Team	DD - ES	**2,583.00**
120121422	12/1/21	*****5502	Mildred Lucille Washington	DD - ES	**1,996.00**
120121424	12/1/21	*****4384	Wenying Chang	DD - ES	**3,319.00**
120121425	12/1/21	*****5295	Holly Wen	DD - ES	**651.00**
120121426	12/1/21	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**4,904.00**
120121427	12/1/21	*****6220	Fenny Wijayanti	DD - ES	**2,165.00**
120121428	12/1/21	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	**1,951.00**
120121429	12/1/21	*****5057	Kathleen and John Wilson	DD - ES	**936.00**
120121430	12/1/21	*****8702	Kathy D. Williams	DD - ES	**2,207.00**
120121431	12/1/21	*****5480	Tasia La Vonda Williams	DD - ES	**2,800.00**
120121432	12/1/21	*****5026	Windeler Development Group, Inc.	DD - ES	**999.00**
120121433	12/1/21	*****1157	Har Pan Wong	DD - ES	**8,941.00**
120121434	12/1/21	*****6356	Joanne Wong	DD - ES	**1,702.00**
120121435	12/1/21	*****1060	Kinney Ming Wong	DD - ES	**634.00**
120121436	12/1/21	*****2784	Vincent Wong	DD - ES	**1,646.00**
120121437	12/1/21	*****3962	Hong Wu	DD - ES	**3,728.00**
120121438	12/1/21	*****3698	Zhang Jin Wu	DD - ES	**2,701.00**
120121439	12/1/21	*****2556	Drewcillia Wyatt	DD - ES	**3,942.00**
120121440	12/1/21	*****2651	Sheree Wynn	DD - ES	**2,219.00**
120121441	12/1/21	*****4644	Chao Xu	DD - ES	**2,940.00**
120121442	12/1/21	*****3880	Ping Ping Xu Keming Wang	DD - ES	**2,725.00**
120121443	12/1/21	*****5087	Zhou Xu	DD - ES	**2,853.00**
120121444	12/1/21	*****4383	Yifan Ye Mike Perry, Property Manager	DD - ES	**2,512.00**
120121445	12/1/21	*****6779	Sally Yip	DD - ES	**912.00**
120121446	12/1/21	*****6210	Yong Qiang Lu	DD - ES	**1,790.00**
120121447	12/1/21	*****6178	Chris Kui You	DD - ES	**2,407.00**
120121448	12/1/21	*****7622	Yee Yue Cheung	DD - ES	**1,295.00**
120121449	12/1/21	*****8664	Mohammad Zalmaiyar	DD - ES	**2,455.00**
120121450	12/1/21	*****8685	Feng Zhang	DD - ES	**2,726.00**
120121451	12/1/21	*****7638	Jielu Zhao	DD - ES	**1,412.00**
120121452	12/1/21	*****2407	Katherine Zhao	DD - ES	**2,721.00**
120121453	12/1/21	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	**1,988.00**
120121454	12/1/21	*****3259	Xirong Zhao	DD - ES	**1,964.00**
120121455	12/1/21	*****5640	Yan Zhang	DD - ES	**1,637.00**
120121456	12/1/21	*****4367	Xiang Yang Zheng	DD - ES	**1,462.00**

120121457	12/1/21	*****9263	Zhixing Li	DD - ES	**2,461.00**
120121458	12/1/21	*****3830	Joy Yi Zhou	DD - ES	**1,932.00**
120121459	12/1/21	*****7805	Shengguo Zhu	DD - ES	**5,364.00**
120121460	12/1/21	*****6132	Ying Zhu Ying Zhu	DD - ES	**5,154.00**
120121461	12/1/21	*****4651	Weijie Zhang	DD - ES	**1,333.00**

Housing Choice Voucher

HAP	1,515,706.71
UR	10,752.90
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	-555.94
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$1,525,903.67**

Check Summary

December 1, 2021

Check Number	Check Date	Payee Tax ID	Payee		**Amount**
VASH					
50374	12/1/21	*****8792	James E Phifer Jr.		**22.00**
50376	12/1/21	*****2062	John M Ferguson		**71.00**
50391	12/1/21	*****7845	Troy Mills		**29.00**
50404	12/1/21	*****2982	Timothy P Harrington		**67.00**
50466	12/1/21	*****9325	JOW & AAW, LLC		**2,109.00**
50468	12/1/21	*****9326	Western Addition Apartments, LLC		**1,483.00**
50470	12/1/21	*****1636	Jimmy Bhatia		**1,172.00**
50471	12/1/21	*****2361	George Edward Cole		**1,267.00**
50484	12/1/21	*****2116	MSR Rental Properties, LLC C/O EEN Property Management		**1,700.00**
50491	12/1/21	*****5770	Ventana Rental Homes		**1,766.00**
50495	12/1/21	*****9507	Olga M. Disney		**1,354.00**
50497	12/1/21	*****7378	Marina Heights Apartments, LP		**3,272.00**
50498	12/1/21	*****7378	Marina Heights Apartments, LP		**3,187.00**
50499	12/1/21	*****7378	Marina Heights Apartments, LP		**1,103.00**
120121011	12/1/21	*****4636	Felipe Amarante	DD - ES	**1,483.00**
120121022	12/1/21	*****3909	Ken Bartlett	DD - ES	**1,370.00**
120121027	12/1/21	*****7492	Adrienne Kelly Belton	DD - ES	**720.00**
120121036	12/1/21	*****7075	Som N Bhatia	DD - ES	**1,261.00**

120121049	12/1/21	*****8860	Joe Burns	DD - ES	**1,079.00**
120121051	12/1/21	*****2513	Clara Beatriz Cardenas	DD - ES	**1,677.00**
120121072	12/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**-1,125.14**
120121073	12/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**3,725.00**
120121074	12/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**5,888.00**
120121075	12/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**6,907.00**
120121096	12/1/21	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**600.00**
120121111	12/1/21	*****4032	Fox Creek Apartments	DD - ES	**789.00**
120121114	12/1/21	*****4432	FRR Investments LLC	DD - ES	**1,822.00**
120121124	12/1/21	*****5111	Gateway Apartments	DD - ES	**3,656.00**
120121143	12/1/21	*****5267	Abhilash Gupta	DD - ES	**1,730.00**
120121154	12/1/21	*****6728	David T. Hennigan	DD - ES	**3,270.00**
120121220	12/1/21	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**2,472.00**
120121224	12/1/21	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**1,222.00**
120121231	12/1/21	*****1547	Paul Livson	DD - ES	**3,074.00**
120121244	12/1/21	*****1494	Xiangwen Lu	DD - ES	**3,475.00**
120121296	12/1/21	*****9886	Northstar Financial Group, LLC	DD - ES	**1,604.00**
120121342	12/1/21	*****7228	Ramsey Horton	DD - ES	**1,685.00**
120121347	12/1/21	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**1,662.00**
120121348	12/1/21	*****7083	Reliant - Woods Grove, LP	DD - ES	**2,684.00**
120121369	12/1/21	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**4,039.00**
120121370	12/1/21	*****7789	Siena Court Apartments	DD - ES	**1,165.00**
120121371	12/1/21	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**2,815.00**
120121373	12/1/21	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**1,761.00**
120121385	12/1/21	*****3465	Ramzi D Srouji	DD - ES	**2,086.00**
120121388	12/1/21	*****0437	Suisun City Housing Authority	DD - ES	**1,420.44**
120121403	12/1/21	*****2094	Raphael Minhtuyen Tran	DD - ES	**1,713.00**
120121423	12/1/21	*****4563	Isidoro Weitzman	DD - ES	**1,957.00**
120121426	12/1/21	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**1,078.00**

VASH	VASH		
		HAP	88,863.44
		UR	189.00
		Damage Claim	0.00
		Vacancy Claim	0.00
		Administrative Fee	313.86
		FSS Escrow Account	0.00
		Shelter Plus Security Deposit	0.00
		Other	0.00
		All Payments	**$89,366.30**

Grand Total

	HAP	1,604,570.15
	UR	10,941.90
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	-242.08
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$1,615,269.97**

Paul Livson payment for two tenants was stopped ACH. Will issue the payments again for the mid month check run. <3,074>

Check Summary

December 15, 2021

	Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher						
*	50500	12/15/21	*****3180	Kamika C Thigpen		**9.00**
	50501	12/15/21	*****3357	Michelle L Mccoy		**121.00**
	50502	12/15/21	*****7136	Lynda E Manning		**31.00**
	50503	12/15/21	*****8308	DeAndre A Ellingberg		**117.00**
	50504	12/15/21	*****7378	Marina Heights Apartments, LP		**4,815.00**
*	121521001	12/15/21	*****2521	Belmont Apartments	DD - ES	**2,634.80**
	121521002	12/15/21	*****1362	College Park Housing Authority	DD - ES	**1.33**
	121521003	12/15/21	*****0746	Contra Costa County Housing Authority	DD - ES	**3.96**
	121521004	12/15/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**1,486.00**
	121521005	12/15/21	*****7900	Patricia Crosby	DD - ES	**379.00**
	121521006	12/15/21	*****9068	Jagdeep or Shashi Dayal	DD - ES	**41.00**
	121521007	12/15/21	*****1769	Lawrence Harrold	DD - ES	**618.00**
	121521008	12/15/21	*****5654	Havy S Hoag	DD - ES	**1,994.00**
	121521009	12/15/21	*****4310	Junchi Hou	DD - ES	**2,472.00**
	121521010	12/15/21	*****7475	Qi Yun Kuang	DD - ES	**47.00**
	121521011	12/15/21	*****2191	Radha Mahesram	DD - ES	**474.00**
	121521012	12/15/21	*****4885	Sabine Menzel	DD - ES	**889.00**
	121521013	12/15/21	*****4543	Esosa A. Omokaro	DD - ES	**728.00**
	121521014	12/15/21	*****5343	Deborah Steppe	DD - ES	**476.00**

Housing Choice Voucher

HAP	17,053.80
UR	278.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	5.29
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$17,337.09**

Check Summary

December 15, 2021

Check Number	Check Date	Payee Tax ID	Payee		Amount
VASH					
50504	12/15/21	*****7378	Marina Heights Apartments, LP		**-1,160.00**
121521003	12/15/21	*****0746	Contra Costa County Housing Authority	DD - ES	**-3.96**

VASH

VASH

HAP	-1,173.86
UR	0.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	9.90
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**-$1,163.96**

Grand Total

HAP	15,879.94
UR	278.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	15.19
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$16,173.13**

Check Summary

December 21, 2021

Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher					
* 122021001	12/21/21	*****2036	Brandi Jackson c/o Perry Realty Team	DD - ES	**2,300.00**
122021003	12/21/21	*****1474	Los Medanos Village Apartments	DD - ES	**244.00**
122021004	12/21/21	*****0772	Hassan Mirabedi	DD - ES	**382.00**
122021005	12/21/21	*****7654	Patricia Boss	DD - ES	**1,903.00**
122021006	12/21/21	*****3639	Raman Singh	DD - ES	**2,267.00**

Housing Choice Voucher

HAP	7,096.00
UR	0.00
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	**$7,096.00**

Check Summary

December 21, 2021

Check Number	Check Date	Payee Tax ID	Payee		Amount
VASH					
122021002	12/21/21	*****1547	Paul Livson	DD - ES	**1,585.00**

VASH

HAP	1,585.00
UR	0.00
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	**$1,585.00**

Grand Total

HAP	8,681.00
UR	0.00
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	**$8,681.00**

HOUSING AUTHORITY OF THE CITY OF PITTSBURG
DISBURSEMENT SUMMARY
FOR THE MONTH ENDED JANUARY 31th, 2022

VOUCHERS

Ck#	Amount	HAP[1]	VASH[2]	UR[3]	Portability	Admin. Fee	TOTAL
50217-50356 110121001-110121462	$ 1,615,269.97	1,493,139.85	88,863.44	10,894.90	21,913.00	458.78	$ 1,615,269.97
50357-50363 111521001-111521009	24,854.13	23,601.99	(1,173.86)	278.00	2,148.00	-	24,854.13
TOTAL	**$ 1,640,124.10**	**1,516,741.84**	**87,689.58**	**11,172.90**	**24,061.00**	**458.78**	**$ 1,640,124.10**

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

ADMINISTRATIVE EXPENSES

Description	TOTAL
Salaries and Wages	$ 42,747.35
Salaries- Overtime	16.07
Retirement Miscellaneous	3,211.50
Retirement - Pension Bonds	7,665.50
Health Insurance - Employees	4,684.16
Life Insurance	78.34
Dental Insurance	421.32
Vision - Employee	46.88
Workers' Compensation	1,386.21
Unemployment Insurance	250.43
Disability Insurance	149.45
F I C A & Medicare	3,423.71
Deferred Compensation - Employer	415.63
Vac Buy-Bk/Empl Termination	1,061.17
Pension 115 Trust	655.92
Retiree OPEB Costs	3,017.83
Office Supplies & Materials	135.78
Computer Software Expense	55,418.14
Postage	140.45
Misc Equip & Furniture < $5,000	1,081.11
Utilities - Electric	1,150.08
Utilities - Water	13.84
Utilities - Telephone Service	158.64
Utilities - WiFi/Cellphone Service	232.57
Insurance - Alloc Chgs	3,246.33
Other Contractual & Professional Service	147,439.44
Advertising & Promotion	308.70
Equipment Rental	155.90
Building Rental	2,375.00
Fleet Maintenance Alloc Chgs	576.58
Building Maintenance Alloc Chgs	1,769.42
Information Systems Alloc Chgs	1,755.67
Admin Overhead Paid to City	4,830.33
	$ 290,019.45

VOIDED CHECKS & ADJUSTMENTS

Ck#		Reason	Amount
152985	Void check	Pmt made in error to Alameda City Housing Authority	$ 3,808.06
230121231	Void check	Pmt recall LL property sold to new LL	3,074.00
50441	Void check	Tenant Lost Check	101.00
		TOTAL	$ 6,983.06

Prepared by: HB

Reviewed by: LM

NET OF ISSUED AND VOIDED PAYMENTS $ 1,937,126.61

Check Summary

January 21, 2022

	Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher						
*	12022000	1/21/22	*****8504	Deborah Bailey c/o Select 1 Realty	DD - ES	**2,128.00**
	12022001	1/21/22	*****8946	Jienlin Chen	DD - ES	**215.00**
	12022002	1/21/22	*****6084	Gold A and S LLC	DD - ES	**67.00**
	12022003	1/21/22	*****7386	Hanh Huu Hoang	DD - ES	**2,803.00**

Housing Choice Voucher

HAP	5,093.00
UR	0.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	120.00
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$5,213.00**

Grand Total

DD Check run on 1-19-2022

HAP	5,093.00
UR	0.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	120.00
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$5,213.00**

Check Summary

January 15, 2022

Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher					
* 50633	1/15/22	*****3100	Carolyn A Hampton		**165.00**
50634	1/15/22	*****6397	Wilnesha S Featherstone		**341.00**
50635	1/15/22	*****5301	Tiffany N Butler		**149.00**
50636	1/15/22	*****7136	Lynda E Manning		**31.00**
50637	1/15/22	*****7516	Nicquala E James		**65.00**
50638	1/15/22	*****1057	Diamond Hillside Apartments		**2,230.00**
50639	1/15/22	*****7378	Marina Heights Apartments, LP		**595.00**
* 11522001	1/15/22	*****3909	Ken Bartlett	DD - ES	**116.00**
11522002	1/15/22	*****2521	Belmont Apartments	DD - ES	**1,766.00**
11522003	1/15/22	*****3591	Juan F. Clara	DD - ES	**484.00**
11522004	1/15/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**61.00**
11522005	1/15/22	*****6569	Jeannette D. Crespo	DD - ES	**474.00**
11522006	1/15/22	*****1554	Melissamaria Guadalupe Cuara	DD - ES	**1,124.00**
11522007	1/15/22	*****9068	Jagdeep or Shashi Dayal	DD - ES	**19.00**
11522008	1/15/22	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**15.00**
11522009	1/15/22	*****2189	Kelly Yu Min Gao	DD - ES	**382.00**
11522010	1/15/22	*****3097	Silvester C. Henderson	DD - ES	**438.00**
11522011	1/15/22	*****2036	Brandi Jackson c/o Perry Realty Team	DD - ES	**12.00**
11522012	1/15/22	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**1,661.00**
11522013	1/15/22	*****1388	Mynd Management Inc,	DD - ES	**1,063.00**
11522014	1/15/22	*****9139	Olubukola Amoke Oyebade	DD - ES	**2,517.00**
11522015	1/15/22	*****7615	Gregory Paul Schulz	DD - ES	**912.00**
11522016	1/15/22	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**2,724.00**
11522017	1/15/22	*****5343	Deborah Steppe	DD - ES	**2,260.00**
11522018	1/15/22	*****2094	Raphael Minhtuyen Tran	DD - ES	**246.00**
11522019	1/15/22	*****8392	Xavier Van Truong	DD - ES	**2,147.00**
11522020	1/15/22	*****6945	Wei Wang	DD - ES	**293.00**

Housing Choice Voucher	HAP	21,539.00
	UR	751.00
	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	**$22,290.00**

Check Summary

January 15, 2022

Check Number	Check Date	Payee Tax ID	Payee		Amount
VASH					
11522004	1/15/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**478.00**

VASH	HAP	478.00
	UR	0.00
	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	**$478.00**

Grand Total		
	HAP	22,017.00
	UR	751.00
	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	**$22,768.00**

Check Summary

January 1, 2022

Check Number	Check Date	Payee Tax ID	Payee	Amount
HAP				
* 50632	1/1/22	*****8504	Deborah Bailey c/o Select 1 Realty	**2,008.00**

HAP

HAP	2,008.00
UR	0.00
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	**$2,008.00**

Grand Total

HAP	2,008.00
UR	0.00
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	**$2,008.00**

Check Summary

January 1, 2022

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 50505	1/1/22	*****6316	Alina D Arana	**29.00**
50506	1/1/22	*****2494	Amana K Cornish	**30.00**
50507	1/1/22	*****7533	Angelique F Davis	**103.00**
50508	1/1/22	*****7730	Ashley M Brown	**147.00**
50509	1/1/22	*****1702	Christina M Fitzgerald	**63.00**
50510	1/1/22	*****4282	Cynthia g Cones	**33.00**
50511	1/1/22	*****0269	Dajon W Smith	**47.00**
50512	1/1/22	*****3528	Elisa Johnson	**175.00**
50513	1/1/22		Franchise Tax Board	**253.50**
50514	1/1/22	*****8874	Iman N Hanif	**208.00**
50516	1/1/22	*****4091	Joshua C Perez	**220.00**
50517	1/1/22	*****2309	Kawanda M Dotson	**34.00**
50518	1/1/22	*****6519	Krystal M Williams	**67.00**
50519	1/1/22	*****3960	Lyniece N Eddins	**1.00**
50520	1/1/22	*****8042	Melissa J Perkins	**234.00**
50521	1/1/22	*****6935	Samaiyah A Warren	**79.00**
50522	1/1/22	*****5994	Shamia L Patterson	**304.00**
50523	1/1/22	*****6806	Thelma R Hearne	**21.00**
50524	1/1/22	*****1418	Patricia A Blocker	**27.00**
50525	1/1/22	*****8240	Vanna L Warga	**215.00**
50526	1/1/22	*****1654	Jaime M Lopez	**175.00**
50527	1/1/22	*****2890	Raquel E Miller	**57.00**
50528	1/1/22	*****1679	Albert K Lea III	**233.00**
50529	1/1/22	*****5232	Danielle M Thomas	**124.00**
50530	1/1/22	*****0164	Bobbie J Royston	**144.00**
50531	1/1/22	*****4208	Ono c Rothschild	**317.00**
50532	1/1/22	*****2184	Evelyn Smith	**109.00**
50533	1/1/22	*****9858	Livis J Sanders	**15.00**
50534	1/1/22	*****3035	Irma M Castillo	**53.00**
50535	1/1/22	*****4119	Pashenia D Sanders	**115.00**
50536	1/1/22	*****5133	Mary P Grigsby	**38.00**
50537	1/1/22	*****7432	Yolanda M Smith	**277.00**
50538	1/1/22	*****8373	Vonia Jackson	**103.00**
50539	1/1/22	*****5661	Ronnie L Williams	**34.00**

50540	1/1/22	*****0912	Nicolas A Wagnon	**36.00**
50541	1/1/22	*****7253	Laneava S Blanks	**38.00**
50542	1/1/22	*****0478	Destiny S Albert	**265.00**
50543	1/1/22	*****8665	Nieza M Burrus	**153.00**
50544	1/1/22	*****2319	Delfonse A Lewis	**196.00**
50545	1/1/22	*****8612	Regina D Tucker	**68.00**
50546	1/1/22	*****7988	Melvina D Brunt	**177.00**
50547	1/1/22	*****6015	Sherron A Camp	**292.00**
50548	1/1/22	*****3403	Shanae V Washington	**98.00**
50549	1/1/22	*****8907	Portia C Lewis	**48.00**
50550	1/1/22	*****3840	Eva L Mangum	**70.00**
50551	1/1/22	*****0531	Akilah Z Parker	**145.00**
50552	1/1/22	*****5492	Michelle m Berry	**36.00**
50553	1/1/22	*****7135	Michele N Nichols	**80.00**
50554	1/1/22	*****8831	Theresa p Jones	**7.00**
50555	1/1/22	*****5626	Lashawn P Fields	**3.00**
50556	1/1/22	*****5232	Kristina M Greer	**81.00**
50557	1/1/22	*****3113	Mannah S Parrott	**79.00**
50558	1/1/22	*****6215	Janet Brown	**113.94**
50559	1/1/22	*****3357	Michelle L Mccoy	**121.00**
50560	1/1/22	*****3181	Shirley J Strausbaugh	**11.00**
50561	1/1/22	*****2695	Monique Thompson	**60.00**
50562	1/1/22	*****4973	Be Thi Nguyen	**39.00**
50563	1/1/22	*****6015	Jade Nelson	**123.00**
50564	1/1/22	*****0903	Virgie r Gray	**61.00**
50565	1/1/22	*****6507	Melissa R Griffin	**18.00**
50566	1/1/22	*****1129	Tiffany L Pellom	**22.00**
50567	1/1/22	*****4736	Michelle T Cocker	**265.00**
50568	1/1/22	*****4987	Delois Sanford	**11.00**
50569	1/1/22	*****3869	Charlene M Best	**90.00**
50570	1/1/22	*****8818	Renee d Ford	**66.00**
50571	1/1/22	*****4721	Ebony N Manning	**42.00**
50572	1/1/22	*****1595	Theresa M Evans	**29.00**
50573	1/1/22	*****2217	Camille A Lascano	**9.00**
50574	1/1/22	*****8494	Kimdreal G Venson	**202.00**
50575	1/1/22	*****3772	Tatyana A Jackson	**39.00**
50576	1/1/22	*****4672	Latasha P Martin	**21.00**
50577	1/1/22	*****5692	Jakeesha S Acree	**292.00**
50578	1/1/22	*****1606	Tamika Brown	**62.00**
50579	1/1/22	*****8308	DeAndre A Ellingberg	**223.00**
50580	1/1/22	*****5083	Crystal j Houston	**22.00**

50581	1/1/22	*****8992	Carrie L Saravia	**275.00**
50582	1/1/22	*****1698	Genevieve L Allen	**140.00**
50583	1/1/22	*****6438	Kwaume J Frederick	**11.00**
50584	1/1/22	*****6573	Hermajo L Hoskins	**111.00**
50585	1/1/22	*****6355	Linda P Smith	**92.00**
50586	1/1/22	*****8533	Ebony N Washington	**265.00**
50587	1/1/22	*****0256	Debra Gregory	**45.00**
50588	1/1/22	*****3277	Stacie J Hogan	**167.00**
50589	1/1/22	*****9016	Nova L Alfred	**292.00**
50590	1/1/22	*****9937	Lisa F Jackson	**265.00**
50591	1/1/22	*****2542	Sau C Ly	**26.00**
50592	1/1/22	*****6953	Nathan Banks JR	**47.00**
50593	1/1/22	*****0342	Beverly A Lockwood	**7.00**
50594	1/1/22	*****0344	Christina L Combs	**265.00**
50595	1/1/22	*****0849	Briana I Edwards	**132.00**
50596	1/1/22	*****7822	Daudi K Edmond	**55.00**
50597	1/1/22	*****5758	Monique c Chaves	**30.00**
50598	1/1/22	*****0779	Patricia Rubio	**233.00**
50599	1/1/22	*****6095	Leilani S Gomez	**280.00**
50600	1/1/22	*****9325	JOW & AAW, LLC	**1,706.00**
50601	1/1/22	*****6825	A Classey Corp. DBA: ACL Property Management	**2,117.00**
50602	1/1/22	*****9326	Western Addition Apartments, LLC	**4,195.00**
50603	1/1/22	*****8574	Alamo Square Apartments LLC	**2,601.00**
50604	1/1/22	*****1636	Jimmy Bhatia	**1,554.00**
50605	1/1/22	*****2361	George Edward Cole	**1,635.00**
50606	1/1/22	*****2979	Mr. Donald Rhodes C/O Paul Shatswell Estate	**1,541.00**
50607	1/1/22	*****7079	Federal D Glover	**1,834.00**
50608	1/1/22	*****6137	Guild Mortgage Loan # 503-2003900	**2,299.00**
50609	1/1/22	*****0348	Hartz Property Management	**1,720.00**
50610	1/1/22	*****1057	Diamond Hillside Apartments	**1,712.00**
50611	1/1/22	*****3941	Steven Lau	**2,364.00**
50612	1/1/22	*****4593	Miaogen Lu	**2,725.00**
50613	1/1/22	*****3124	Dante McDonald	**1,127.00**
50614	1/1/22	*****4305	Darryl H. Milburn	**1,789.00**
50615	1/1/22	*****2593	Ba Nguyen Thu Thi Ngo	**1,963.00**
50616	1/1/22	*****9182	Lorene Paysinger	**1,816.00**
50617	1/1/22	*****7243	Linda Phon	**1,480.00**
50619	1/1/22	*****2839	Salmana S. Shah	**1,781.00**

50620	1/1/22	*****7396	Sierra Pacific Properties		**6,001.00**
50621	1/1/22	*****8705	Khalid Sultan		**1,695.00**
50622	1/1/22	*****8191	Albert S Tam		**1,256.00**
50623	1/1/22	*****5770	Ventana Rental Homes		**1,855.00**
50624	1/1/22	*****1355	San Marcos Villas		**1,419.00**
50625	1/1/22	*****9322	Western Upper Haight Street Apartments, LLC		**1,801.00**
50626	1/1/22	*****1102	Ying Na Yeung		**1,467.00**
50628	1/1/22	*****1535	Fanny Kao Huang		**1,800.00**
50629	1/1/22	*****7378	Marina Heights Apartments, LP		**23,526.00**
50630	1/1/22	*****7378	Marina Heights Apartments, LP		**24,691.00**
50631	1/1/22	*****7378	Marina Heights Apartments, LP		**18,329.00**
* 10122001	1/1/22	*****2626	9th Street Associates, LP	DD - ES	**6,337.00**
10122002	1/1/22	*****0229	Meerwais Abdiani	DD - ES	**926.00**
10122003	1/1/22	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES	**19,869.00**
10122004	1/1/22	*****9050	Leonda R Addison	DD - ES	**1,430.00**
10122005	1/1/22	*****7139	Amitabh Agrawal	DD - ES	**1,557.00**
10122006	1/1/22	*****6232	Rosario Aguilar	DD - ES	**1,250.00**
10122007	1/1/22	*****5759	Rosa Aguirre	DD - ES	**2,071.00**
10122008	1/1/22	*****9530	Demetrius Alexander	DD - ES	**1,780.00**
10122009	1/1/22	*****5726	Jane Alexander	DD - ES	**710.00**
10122010	1/1/22	*****9681	Dale Alvarez	DD - ES	**1,551.00**
10122012	1/1/22	*****0104	Cecilia Anderson	DD - ES	**2,407.00**
10122013	1/1/22	*****9111	Shawn Anderson	DD - ES	**2,010.00**
10122014	1/1/22	*****5423	Anisa Ebadi	DD - ES	**2,510.00**
10122015	1/1/22	*****5951	Stoneman Apartments	DD - ES	**30,330.00**
10122016	1/1/22	*****5951	Stoneman Apartments	DD - ES	**8,870.00**
10122017	1/1/22	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	**2,008.00**
10122018	1/1/22	*****0707	Sergeant or Sima Austin	DD - ES	**1,148.00**
10122019	1/1/22	*****4941	Shruti Motilal Ba-Harani	DD - ES	**2,199.00**
10122020	1/1/22	*****2764	Mel L. Banagan	DD - ES	**1,951.00**
10122021	1/1/22	*****4138	Carlos G. Barraza	DD - ES	**820.00**
10122022	1/1/22	*****3909	Ken Bartlett	DD - ES	**1,446.00**
10122023	1/1/22	*****1494	Donald Scott Barbour	DD - ES	**2,627.00**
10122024	1/1/22	*****7563	John Charles Bautista	DD - ES	**1,939.00**
10122025	1/1/22	*****3637	Christine Becerra	DD - ES	**1,175.00**
10122026	1/1/22	*****9093	Holly A Hawkins	DD - ES	**6,442.00**
10122028	1/1/22	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	**1,815.00**
10122029	1/1/22	*****2521	Belmont Apartments	DD - ES	**29,891.00**

10122030	1/1/22	*****2521	Belmont Apartments	DD - ES	**30,128.00**
10122031	1/1/22	*****2521	Belmont Apartments	DD - ES	**24,510.00**
10122032	1/1/22	*****5996	Alex Benjamen	DD - ES	**934.00**
10122033	1/1/22	*****6465	Tennyson Berry	DD - ES	**1,643.00**
10122034	1/1/22	*****8634	Bethel Global Development LLC	DD - ES	**2,403.00**
10122035	1/1/22	*****2209	Gina Bhatia	DD - ES	**2,805.00**
10122036	1/1/22	*****7075	Som N Bhatia	DD - ES	**4,723.00**
10122037	1/1/22	*****0602	Pinakin Bhatt	DD - ES	**2,548.00**
10122038	1/1/22	*****8470	Joseph B. Bachir	DD - ES	**1,628.00**
10122039	1/1/22	*****5924	Steven Booras	DD - ES	**2,085.00**
10122040	1/1/22	*****1438	2018-2 IH Borrower LP	DD - ES	**2,122.00**
10122041	1/1/22	*****2439	Rosie M Boyd	DD - ES	**2,698.00**
10122042	1/1/22	*****8847	Victoria Boyko	DD - ES	**2,051.00**
10122043	1/1/22	*****3037	Kelly Ann Bradford	DD - ES	**1,441.00**
10122044	1/1/22	*****7855	Mariya Briggs	DD - ES	**3,081.00**
10122045	1/1/22	*****6215	Janet Brown	DD - ES	**2,011.06**
10122046	1/1/22	*****7469	Jessica G. Platt	DD - ES	**1,477.00**
10122047	1/1/22	*****9954	Blue Sapphire Homes, Inc.	DD - ES	**2,589.00**
10122048	1/1/22	*****2142	Huong T. Bui	DD - ES	**4,335.00**
10122050	1/1/22	*****3581	Mommi Cannon	DD - ES	**3,283.00**
10122052	1/1/22	*****4042	Donnell I. Carson	DD - ES	**2,025.00**
10122053	1/1/22	*****2700	Carpino, LLC	DD - ES	**1,985.00**
10122054	1/1/22	*****5079	Castle Creek Company, Inc. Trust Account	DD - ES	**1,528.00**
10122055	1/1/22	*****6006	Christopher Todd Chambers	DD - ES	**1,679.00**
10122056	1/1/22	*****6869	Cora Ann Chambers	DD - ES	**745.00**
10122057	1/1/22	*****5571	P. M. Chaobal	DD - ES	**2,165.00**
10122058	1/1/22	*****9661	Chao Chen	DD - ES	**474.00**
10122059	1/1/22	*****1853	Hong Chen	DD - ES	**4,994.00**
10122060	1/1/22	*****8946	Jienlin Chen	DD - ES	**3,481.00**
10122061	1/1/22	*****4714	Wenhua Chen	DD - ES	**2,222.00**
10122062	1/1/22	*****5473	Hwa-Yoong Chiu	DD - ES	**2,467.00**
10122063	1/1/22	*****3211	Ada Choi	DD - ES	**2,642.00**
10122064	1/1/22	*****2454	Chun Ok Choi	DD - ES	**3,973.00**
10122065	1/1/22	*****7759	Michele Choi	DD - ES	**2,500.00**
10122066	1/1/22	*****2433	Chau Chung	DD - ES	**2,632.00**
10122067	1/1/22	*****0310	City of Pittsburg Housing Authority	DD - ES	**4,000.00**
10122068	1/1/22	*****3591	Juan F. Clara	DD - ES	**1,233.00**
10122069	1/1/22	*****7054	Ping Cao	DD - ES	**3,927.00**
10122070	1/1/22	*****1362	College Park Housing Authority	DD - ES	**1,024.86**

10122071	1/1/22	*****0855	Adolph Rudolph Cortesi III	DD - ES	**1,934.00**
10122072	1/1/22	*****5708	David Elmer Cortesi	DD - ES	**1,529.00**
10122073	1/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**1,127.12**
10122074	1/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**25,479.00**
10122075	1/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**25,763.00**
10122076	1/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**18,602.00**
10122077	1/1/22	*****6569	Jeannette D. Crespo	DD - ES	**1,966.00**
10122078	1/1/22	*****7900	Patricia Crosby	DD - ES	**1,664.00**
10122079	1/1/22	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	**2,190.00**
10122080	1/1/22	*****6248	Justin Dailey	DD - ES	**1,464.00**
10122081	1/1/22	*****1622	Dam Quang To	DD - ES	**2,721.00**
10122082	1/1/22	*****0793	Danica J. French Evans	DD - ES	**1,714.00**
10122083	1/1/22	*****2963	Audrey Davis	DD - ES	**1,348.00**
10122084	1/1/22	*****0396	Kesha E. Davis	DD - ES	**1,091.00**
10122085	1/1/22	*****8929	Kevin Davidson	DD - ES	**1,252.00**
10122086	1/1/22	*****4961	Paulette Davis	DD - ES	**1,621.00**
10122087	1/1/22	*****6115	Roshan M. Davis	DD - ES	**1,429.00**
10122088	1/1/22	*****9068	Jagdeep or Shashi Dayal	DD - ES	**3,666.00**
10122089	1/1/22	*****2031	Wayman Dea	DD - ES	**2,714.00**
10122090	1/1/22	*****8370	Charles Dellamore	DD - ES	**1,850.00**
10122091	1/1/22	*****5882	David De La Torre	DD - ES	**1,757.00**
10122092	1/1/22	*****1004	Brigitte P. Doan	DD - ES	**10,889.00**
10122093	1/1/22	*****3531	Anna Phuongnam Thi Do	DD - ES	**1,617.00**
10122094	1/1/22	*****5568	Ester Coleman Dunlap	DD - ES	**1,481.00**
10122095	1/1/22	*****5326	Tyrone W. Duncan	DD - ES	**1,417.00**
10122096	1/1/22	*****6538	Linda Duong	DD - ES	**1,345.00**
10122097	1/1/22	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**2,555.00**
10122098	1/1/22	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	**1,337.00**
10122099	1/1/22	*****3757	Alma B Espiritu	DD - ES	**2,200.00**
10122100	1/1/22	*****4023	Johnathan Espinoza	DD - ES	**1,540.00**
10122101	1/1/22	*****8122	Gerardo M. Esquivel	DD - ES	**1,154.00**
10122102	1/1/22	*****6027	Jianxin Fang	DD - ES	**5,315.00**
10122103	1/1/22	*****1830	Xiangfang Li	DD - ES	**2,794.00**
10122104	1/1/22	*****3602	Favian M. Wong	DD - ES	**2,400.00**
10122105	1/1/22	*****3835	Michael Mao C/O Jing Feng	DD - ES	**2,851.00**
10122106	1/1/22	*****2790	Barbara J. Fierner	DD - ES	**1,775.00**

10122107	1/1/22	*****9447	Joseph Field	DD - ES	**1,137.00**
10122108	1/1/22	*****7691	Hernan Roberto Figueroa	DD - ES	**1,570.00**
10122109	1/1/22	*****0962	Tochia D. Brewster Fleeton	DD - ES	**1,460.00**
10122110	1/1/22	*****5773	Alexander Flowers	DD - ES	**1,395.00**
10122111	1/1/22	*****4032	Fox Creek Apartments	DD - ES	**24,720.00**
10122112	1/1/22	*****4032	Fox Creek Apartments	DD - ES	**4,242.00**
10122113	1/1/22	*****0284	Monica Fraga	DD - ES	**1,775.00**
10122114	1/1/22	*****6894	Rejois O Frazier	DD - ES	**3,858.00**
10122116	1/1/22	*****6265	Mr. Darren Fuller	DD - ES	**2,164.00**
10122117	1/1/22	*****9634	Gialene Gaines	DD - ES	**2,050.00**
10122118	1/1/22	*****9590	Aminifu Gamba	DD - ES	**2,522.00**
10122119	1/1/22	*****2189	Kelly Yu Min Gao	DD - ES	**2,331.00**
10122120	1/1/22	*****6981	Adraine Gardner	DD - ES	**1,466.00**
10122121	1/1/22	*****4278	Antoinette L Garcia	DD - ES	**1,212.00**
10122122	1/1/22	*****7036	David Gardner	DD - ES	**219.00**
10122123	1/1/22	*****0785	Rupesh Garg	DD - ES	**2,558.00**
10122124	1/1/22	*****2931	William H. Gardiner	DD - ES	**1,258.00**
10122125	1/1/22	*****5111	Gateway Apartments	DD - ES	**6,285.00**
10122126	1/1/22	*****5298	Parvindokht Ghaboulidashti	DD - ES	**1,110.00**
10122127	1/1/22	*****2770	Eva Gholson	DD - ES	**1,738.00**
10122128	1/1/22	*****1145	Vernon or Eva Gholson	DD - ES	**2,660.00**
10122129	1/1/22	*****5958	Jacqueline Gill	DD - ES	**1,486.00**
10122130	1/1/22	*****3566	Mahavir Gill Mahavir S Gill Sr	DD - ES	**5,260.00**
10122131	1/1/22	*****8187	Sukpran Gill	DD - ES	**1,548.00**
10122132	1/1/22	*****6084	Gold A and S LLC	DD - ES	**2,251.00**
10122133	1/1/22	*****6208	Hadiya A Gomez	DD - ES	**846.00**
10122134	1/1/22	*****3032	Jesse Gonzaga	DD - ES	**2,807.00**
10122135	1/1/22	*****2367	Ting Gong	DD - ES	**2,163.00**
10122136	1/1/22	*****6940	Frances Greene	DD - ES	**2,676.00**
10122137	1/1/22	*****4872	Rodney Green	DD - ES	**962.00**
10122138	1/1/22	*****7325	Patricia Gridley	DD - ES	**760.50**
10122139	1/1/22	*****6305	Italo Grossi	DD - ES	**1,595.00**
10122140	1/1/22	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	**1,413.00**
10122141	1/1/22	*****0940	Krystle Guan	DD - ES	**4,076.00**
10122142	1/1/22	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	**1,359.00**
10122143	1/1/22	*****5267	Abhilash Gupta	DD - ES	**2,956.00**
10122144	1/1/22	*****7930	Donald R. Watson, Sr.	DD - ES	**878.00**
10122145	1/1/22	*****6176	Asharfun Nisha Hafiz	DD - ES	**1,597.00**
10122146	1/1/22	*****0457	Jeffrey Paul Hagler	DD - ES	**5,558.00**

10122147	1/1/22	*****9827	Delores Jane Hall	DD - ES	**1,712.00**
10122148	1/1/22	*****4299	Clarence Jerome Hardison	DD - ES	**2,165.00**
10122149	1/1/22	*****6228	David L Hart	DD - ES	**1,939.00**
10122150	1/1/22	*****1769	Lawrence Harrold	DD - ES	**7,085.00**
10122151	1/1/22	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	**9,558.00**
10122152	1/1/22	*****5859	Chuanhu He	DD - ES	**1,911.00**
10122153	1/1/22	*****0855	Ji Yuan He	DD - ES	**2,026.00**
10122154	1/1/22	*****6728	David T. Hennigan	DD - ES	**16,596.00**
10122155	1/1/22	*****3097	Silvester C. Henderson	DD - ES	**3,228.00**
10122156	1/1/22	*****2157	Elias Herrera	DD - ES	**363.00**
10122157	1/1/22	*****1603	Marva Hill	DD - ES	**357.00**
10122158	1/1/22	*****3207	Chainchal Hira	DD - ES	**2,133.00**
10122159	1/1/22	*****6255	Carl E. Hoard II	DD - ES	**1,319.00**
10122160	1/1/22	*****5654	Havy S Hoag	DD - ES	**2,560.00**
10122161	1/1/22	*****4106	Albert Ho	DD - ES	**1,746.00**
10122162	1/1/22	*****8576	Joyce Ann Hoffman	DD - ES	**1,316.00**
10122163	1/1/22	*****4543	Ronald G. Holmes	DD - ES	**1,360.00**
10122164	1/1/22	*****7987	SRH Holdings LLC	DD - ES	**3,342.00**
10122165	1/1/22	*****2768	Invitation Homes	DD - ES	**2,585.00**
10122166	1/1/22	*****5700	Tony Ho	DD - ES	**1,367.00**
10122167	1/1/22	*****9956	Cheng Huang	DD - ES	**2,794.00**
10122168	1/1/22	*****8816	Ming Zin Huang	DD - ES	**2,860.00**
10122169	1/1/22	*****7984	Tao Huang	DD - ES	**7,136.00**
10122170	1/1/22	*****7838	Xia Jing Huang	DD - ES	**2,586.00**
10122171	1/1/22	*****9084	Nancy Xiu Zhen Hu	DD - ES	**1,985.00**
10122172	1/1/22	*****6229	Thinh Trieu Huynh	DD - ES	**2,400.00**
10122173	1/1/22	*****0778	IGreen House Inc.	DD - ES	**167.00**
10122174	1/1/22	*****7951	IH5 Property West LP	DD - ES	**3,228.00**
10122175	1/1/22	*****8323	Keyee Investment LLC	DD - ES	**1,780.00**
10122176	1/1/22	*****1017	LaShon D Irving	DD - ES	**1,991.00**
10122177	1/1/22	*****6821	Michael or Kay Isola	DD - ES	**2,319.00**
10122178	1/1/22	*****4913	Jabbarr Love	DD - ES	**1,891.00**
10122179	1/1/22	*****2036	Brandi Jackson c/o Perry Realty Team	DD - ES	**2,071.00**
10122180	1/1/22	*****1075	Consuelo Marie Jackson	DD - ES	**2,920.00**
10122181	1/1/22	*****5120	Deepika Sameer Jain	DD - ES	**5,171.00**
10122182	1/1/22	*****4910	Sameer Jain	DD - ES	**7,887.00**
10122183	1/1/22	*****3307	Vishal S. Jain	DD - ES	**1,157.00**
10122184	1/1/22	*****1349	Jason Le	DD - ES	**2,611.00**
10122185	1/1/22	*****6917	Jian Xing Zhang	DD - ES	**1,486.00**
10122186	1/1/22	*****3090	Krystal Johnson	DD - ES	**1,964.00**

10122187	1/1/22	*****8569	Ronita Johnson	DD - ES	**1,480.00**
10122188	1/1/22	*****8867	James Jones	DD - ES	**1,486.00**
10122189	1/1/22	*****2434	Sharon Jones	DD - ES	**1,923.00**
10122190	1/1/22	*****4905	Mostaeen B Jouya	DD - ES	**1,700.00**
10122191	1/1/22	*****4310	Junchi Hou	DD - ES	**2,554.00**
10122192	1/1/22	*****5647	Om Parkash Kalra	DD - ES	**3,698.00**
10122193	1/1/22	*****8425	Wei Kang	DD - ES	**4,841.00**
10122194	1/1/22	*****7429	Navkirandeep Kaur	DD - ES	**2,380.00**
10122195	1/1/22	*****5248	KC Prime LLC	DD - ES	**1,735.00**
10122196	1/1/22	*****6180	K. E. M. Group LLC	DD - ES	**1,830.00**
10122197	1/1/22	*****9411	Anthony Keslinke	DD - ES	**3,512.00**
10122198	1/1/22	*****6230	Kevin Moffett	DD - ES	**2,318.00**
10122199	1/1/22	*****2578	Faraz Ali Khan	DD - ES	**1,436.00**
10122200	1/1/22	*****0888	KW Kirker Creek, LLC	DD - ES	**3,021.00**
10122201	1/1/22	*****9221	John N Kitta	DD - ES	**2,784.00**
10122202	1/1/22	*****7475	Qi Yun Kuang	DD - ES	**6,408.00**
10122203	1/1/22	*****8506	Simon Kailiang Kuang	DD - ES	**1,659.00**
10122204	1/1/22	*****9316	Zdzislaw Kujawa	DD - ES	**1,311.00**
10122205	1/1/22	*****2585	Daniel Kwan	DD - ES	**3,371.00**
10122206	1/1/22	*****8326	Thomas LaFleur	DD - ES	**1,480.00**
10122207	1/1/22	*****7845	Chow Kang Lam	DD - ES	**1,415.00**
10122208	1/1/22	*****6520	Shirley Manly-Lampkin	DD - ES	**1,043.00**
10122209	1/1/22	*****7975	Peter C. Larsen	DD - ES	**1,454.00**
10122210	1/1/22	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	**1,175.00**
10122211	1/1/22	*****4732	Latif, LLC	DD - ES	**4,537.00**
10122212	1/1/22	*****2293	LCSTAR, LLC	DD - ES	**4,140.00**
10122213	1/1/22	*****0984	Dao Tran Le	DD - ES	**2,018.00**
10122214	1/1/22	*****8548	Jack Wai Lee	DD - ES	**2,370.00**
10122215	1/1/22	*****1755	Siu Wan Windytiti Lee	DD - ES	**2,235.00**
10122216	1/1/22	*****2527	Steven Lee	DD - ES	**1,664.00**
10122217	1/1/22	*****5289	Yuhjen Juang Lee	DD - ES	**1,899.00**
10122218	1/1/22	*****7087	Huy Nguyen Le	DD - ES	**2,461.00**
10122219	1/1/22	*****1860	Lena Le	DD - ES	**714.00**
10122220	1/1/22	*****3782	Joseph C. Lerma	DD - ES	**1,420.00**
10122221	1/1/22	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**1,298.00**
10122222	1/1/22	*****3410	John M. Leung	DD - ES	**8,014.00**
10122223	1/1/22	*****3743	May Leung or Rodney Chen	DD - ES	**3,770.00**
10122224	1/1/22	*****2110	Peter Leung	DD - ES	**2,499.00**
10122225	1/1/22	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**8,478.00**

10122226	1/1/22	*****0416	Faqiang Li	DD - ES	**2,449.00**
10122227	1/1/22	*****8871	Jie Li	DD - ES	**1,762.00**
10122228	1/1/22	*****7827	Jinhuan Li	DD - ES	**1,505.00**
10122229	1/1/22	*****9346	Joshua Li	DD - ES	**1,123.00**
10122230	1/1/22	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	**1,166.00**
10122231	1/1/22	*****3881	Vivian Y Li	DD - ES	**1,226.00**
10122233	1/1/22	*****0050	Wei Min Li	DD - ES	**1,632.00**
10122234	1/1/22	*****9003	Ying Hong Li	DD - ES	**4,573.00**
10122235	1/1/22	*****0198	Belkis Zhong Li	DD - ES	**2,596.00**
10122236	1/1/22	*****1646	Paul Long	DD - ES	**2,001.00**
10122237	1/1/22	*****1474	Los Medanos Village Apartments	DD - ES	**14,479.00**
10122238	1/1/22	*****7531	Tony or Yvonne Louie	DD - ES	**1,106.00**
10122239	1/1/22	*****3708	Anthony Charles Loyola	DD - ES	**547.00**
10122240	1/1/22	*****7720	Jose Loza	DD - ES	**1,083.00**
10122241	1/1/22	*****2354	Andrew Kin Lui	DD - ES	**2,383.00**
10122242	1/1/22	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	**1,482.00**
10122243	1/1/22	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	**1,374.00**
10122244	1/1/22	*****1821	Curtis H. Lundberg	DD - ES	**560.00**
10122245	1/1/22	*****1494	Xiangwen Lu	DD - ES	**4,960.00**
10122246	1/1/22	*****2147	Chi Vien Ly	DD - ES	**1,301.00**
10122247	1/1/22	*****4009	Yolanda McDonald	DD - ES	**2,102.00**
10122248	1/1/22	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	**1,605.00**
10122249	1/1/22	*****5865	Rakesh Madra	DD - ES	**2,999.00**
10122250	1/1/22	*****2191	Radha Mahesram	DD - ES	**2,714.00**
10122251	1/1/22	*****7358	Mahnoor Tariq	DD - ES	**2,452.00**
10122252	1/1/22	*****4372	Jennifer Leung Ma	DD - ES	**3,662.00**
10122253	1/1/22	*****1989	Jeff Mann	DD - ES	**7,114.00**
10122254	1/1/22	*****5378	Glenn Marshall	DD - ES	**2,403.00**
10122255	1/1/22	*****2875	Marla Y Harrison	DD - ES	**527.00**
10122256	1/1/22	*****4697	Elisa Aurora Martinez	DD - ES	**2,746.00**
10122257	1/1/22	*****9206	Demetria d Mason	DD - ES	**2,624.00**
10122258	1/1/22	*****9994	Matthew Lui	DD - ES	**1,647.00**
10122259	1/1/22	*****6768	Matrixone Realty	DD - ES	**1,091.00**
10122260	1/1/22	*****5255	Helen McCarthy	DD - ES	**1,943.00**
10122261	1/1/22	*****1152	Janice K McLean	DD - ES	**1,230.00**
10122262	1/1/22	*****4675	Meadow Glen Apartments	DD - ES	**1,925.00**
10122263	1/1/22	*****9866	Tatung Mei	DD - ES	**3,564.00**
10122264	1/1/22	*****5245	Jinyu Meng	DD - ES	**1,653.00**

10122265	1/1/22	*****4885	Sabine Menzel	DD - ES	**5,948.00**
10122266	1/1/22	*****0133	Mercedes P. Johnson	DD - ES	**748.00**
10122267	1/1/22	*****8272	Hector Meza	DD - ES	**932.00**
10122268	1/1/22	*****9885	Andrew S Miloslavich	DD - ES	**1,904.00**
10122269	1/1/22	*****7437	Perchak Properties for Carol Miller	DD - ES	**2,244.00**
10122270	1/1/22	*****4000	Millennium Homes	DD - ES	**2,187.00**
10122271	1/1/22	*****9782	Maryann Miller	DD - ES	**1,856.00**
10122272	1/1/22	*****2618	Carlos J Miranda	DD - ES	**579.00**
10122273	1/1/22	*****0772	Hassan Mirabedi	DD - ES	**10,272.00**
10122274	1/1/22	*****6741	Gwendolyn Mitchell	DD - ES	**3,059.00**
10122275	1/1/22	*****4885	Momin Raees	DD - ES	**2,603.00**
10122276	1/1/22	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	**1,652.00**
10122277	1/1/22	*****4676	Erik L Morris	DD - ES	**1,874.00**
10122278	1/1/22	*****3624	Diane Morin	DD - ES	**2,090.00**
10122279	1/1/22	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	**803.00**
10122280	1/1/22	*****1388	Mynd Management Inc,	DD - ES	**4,155.00**
10122281	1/1/22	*****0105	Ehsan Nabkel	DD - ES	**3,552.00**
10122282	1/1/22	*****6234	Shinder Paul Narabut	DD - ES	**4,662.00**
10122283	1/1/22	*****0054	NC Associates, Inc.	DD - ES	**17,475.00**
10122284	1/1/22	*****9180	Michael Nelson	DD - ES	**2,938.00**
10122285	1/1/22	*****5257	Guy Nesbeth	DD - ES	**1,760.00**
10122286	1/1/22	*****1072	Dominic Y Ng	DD - ES	**3,157.00**
10122287	1/1/22	*****3604	Knowland Ging Ng	DD - ES	**2,083.00**
10122288	1/1/22	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	**298.00**
10122289	1/1/22	*****0738	Hieu Nguyen	DD - ES	**1,643.00**
10122290	1/1/22	*****7154	Huy Quang Nguyen	DD - ES	**2,162.00**
10122291	1/1/22	*****8307	Mai Thi Thanh Nguyen	DD - ES	**1,925.00**
10122292	1/1/22	*****4366	Quyen Nguyen	DD - ES	**1,900.00**
10122293	1/1/22	*****8241	Tieu Nguyen	DD - ES	**688.00**
10122294	1/1/22	*****2660	Nichole Nicholson	DD - ES	**2,500.00**
10122295	1/1/22	*****7265	Ernest Nichols III	DD - ES	**3,301.00**
10122296	1/1/22	*****6497	Peter Niloufari	DD - ES	**4,203.00**
10122298	1/1/22	*****8129	Kevin Nord	DD - ES	**1,690.00**
10122299	1/1/22	*****0056	Richard A Norte	DD - ES	**1,915.00**
10122300	1/1/22	*****2286	North State Financial, Inc.	DD - ES	**810.00**
10122301	1/1/22	*****7171	New Way Management Services, Inc.	DD - ES	**22,544.00**
10122302	1/1/22	*****0056	Sheryl O'Brien	DD - ES	**882.00**
10122303	1/1/22	*****1194	Jennifer Odei	DD - ES	**1,484.00**
10122304	1/1/22	*****5572	Dwight J Owens	DD - ES	**643.00**

10122305	1/1/22	*****1780	Diane Oles	DD - ES	**1,694.00**
10122306	1/1/22	*****4543	Esosa A. Omokaro	DD - ES	**2,660.00**
10122307	1/1/22	*****3741	Sandra L Ortiz	DD - ES	**1,785.00**
10122308	1/1/22	*****1081	Chinenye Osuagwu	DD - ES	**2,716.00**
10122309	1/1/22	*****3324	Mutlu Ozer	DD - ES	**2,180.00**
10122310	1/1/22	*****6009	Diablo Pacific, Inc.	DD - ES	**3,297.00**
10122311	1/1/22	*****4083	Pacific Living, LLC	DD - ES	**2,769.00**
10122312	1/1/22	*****7654	Patricia Boss	DD - ES	**1,131.00**
10122313	1/1/22	*****7811	Hemangini & Vijendra Patel	DD - ES	**2,800.00**
10122314	1/1/22	*****0885	Kokila Patel	DD - ES	**787.00**
10122315	1/1/22	*****0346	Patiala, LLC Deepinder Kaur or Ajay Singh	DD - ES	**1,282.00**
10122316	1/1/22	*****8684	Virendra M. Patel	DD - ES	**574.00**
10122317	1/1/22	*****8047	Jason Pauline	DD - ES	**1,760.00**
10122318	1/1/22	*****3189	Loycell Peacock	DD - ES	**1,391.00**
10122319	1/1/22	*****5165	Scott Pease	DD - ES	**1,272.00**
10122320	1/1/22	*****8805	Alonso R. Perez	DD - ES	**1,486.00**
10122321	1/1/22	*****3278	Maria Del Carmen Perez	DD - ES	**268.00**
10122322	1/1/22	*****6784	Lowde Y. Perkins	DD - ES	**922.00**
10122323	1/1/22	*****4893	Cong Thi Pham	DD - ES	**535.00**
10122324	1/1/22	*****5884	May K. Pho	DD - ES	**2,831.00**
10122325	1/1/22	*****0958	Pittsburg Park Apartments	DD - ES	**2,952.00**
10122326	1/1/22	*****2744	SK Pittsburg Bay Point SK Pittsburg Bay Point	DD - ES	**1,458.00**
10122327	1/1/22	*****1097	Bay Point Orphans Fund, LLC	DD - ES	**1,780.00**
10122328	1/1/22	*****8826	Prime Metropolis Properties, Inc.	DD - ES	**1,450.00**
10122329	1/1/22	*****2849	IH5 Property West LP	DD - ES	**1,769.00**
10122330	1/1/22	*****3398	Marples Property Management	DD - ES	**1,870.00**
10122331	1/1/22	*****4650	A. Meadows Property Management	DD - ES	**3,352.00**
10122332	1/1/22	*****6551	Parks Property Management	DD - ES	**1,711.00**
10122333	1/1/22	*****7789	Stokley Properties LLC Harbor	DD - ES	**3,174.00**
10122334	1/1/22	*****8055	Property Upsurge, Inc.	DD - ES	**4,252.00**
10122335	1/1/22	*****0782	Amjad Qaqish	DD - ES	**835.00**
10122336	1/1/22	*****9542	Sam or Sonia Quinones	DD - ES	**1,800.00**
10122337	1/1/22	*****4029	Amos Radford	DD - ES	**1,387.00**
10122338	1/1/22	*****1034	Kuljit P Raju	DD - ES	**1,819.00**
10122339	1/1/22	*****2261	Paramjit K. Raju	DD - ES	**2,474.00**
10122340	1/1/22	*****3452	Christopher Ramirez	DD - ES	**2,042.00**
10122341	1/1/22	*****8489	Enrique or Stacy Ramirez	DD - ES	**531.00**
10122342	1/1/22	*****2162	Erika Ramirez	DD - ES	**1,345.00**
10122343	1/1/22	*****7466	Javier Ramos Avila	DD - ES	**1,996.00**

10122344	1/1/22	*****2283	Rohini Ram-Cline	DD - ES	**1,695.00**
10122345	1/1/22	*****6068	David Raughton	DD - ES	**1,933.00**
10122346	1/1/22	*****8337	RayCaro Inc.	DD - ES	**1,581.00**
10122347	1/1/22	*****8227	Croskey Real Estate, Inc.	DD - ES	**1,479.00**
10122348	1/1/22	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**2,504.00**
10122349	1/1/22	*****7083	Reliant - Woods Grove, LP	DD - ES	**19,947.00**
10122350	1/1/22	*****7349	Eric Franklin Remson	DD - ES	**538.00**
10122351	1/1/22	*****3881	RH Portofino Owner CA LLC	DD - ES	**13,939.00**
10122352	1/1/22	*****9215	Kameryn Victoria Ray	DD - ES	**1,964.00**
10122353	1/1/22	*****9321	Roger Riley	DD - ES	**1,901.00**
10122354	1/1/22	*****4562	Rising Investments LLC	DD - ES	**6,880.00**
10122355	1/1/22	*****4809	Robert W. Daniels	DD - ES	**2,679.00**
10122356	1/1/22	*****0694	Jason Ruffin	DD - ES	**2,504.00**
10122357	1/1/22	*****4579	Elvira Ruiz	DD - ES	**1,746.00**
10122358	1/1/22	*****5248	Constance Russell	DD - ES	**2,300.00**
10122359	1/1/22	*****3871	Maridel P Santos	DD - ES	**1,649.00**
10122360	1/1/22	*****7615	Gregory Paul Schulz	DD - ES	**1,188.00**
10122361	1/1/22	*****9954	Richard M. Sciortino	DD - ES	**2,284.00**
10122362	1/1/22	*****7031	Jacqueline Selinger	DD - ES	**1,658.00**
10122363	1/1/22	*****5346	Young Sook Seroy	DD - ES	**1,566.00**
10122364	1/1/22	*****6765	SETRC, LLC	DD - ES	**2,559.00**
10122365	1/1/22	*****1446	Mohinder Sharma	DD - ES	**1,016.00**
10122366	1/1/22	*****7239	Shailesh & Bela Patel	DD - ES	**1,212.00**
10122367	1/1/22	*****1357	Mohammad Shekib	DD - ES	**1,939.00**
10122368	1/1/22	*****5981	Yihui Shi	DD - ES	**1,535.00**
10122369	1/1/22	*****5994	Shorten Investments LLC	DD - ES	**5,358.00**
10122370	1/1/22	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**13,374.00**
10122371	1/1/22	*****7789	Siena Court Apartments	DD - ES	**15,510.00**
10122372	1/1/22	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**4,515.00**
10122373	1/1/22	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**27,057.00**
10122374	1/1/22	*****6650	Frank M. Siino	DD - ES	**982.00**
10122375	1/1/22	*****8035	Joseph Michael Siino	DD - ES	**1,680.00**
10122376	1/1/22	*****5399	Gloria Silva	DD - ES	**530.00**
10122377	1/1/22	*****8407	Marc J. Simpson	DD - ES	**1,688.00**
10122378	1/1/22	*****3639	Raman Singh	DD - ES	**2,267.00**
10122379	1/1/22	*****6058	Son Singh	DD - ES	**1,500.00**
10122380	1/1/22	*****0700	Crystal Situ	DD - ES	**1,270.00**
10122381	1/1/22	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	**1,975.00**

10122382	1/1/22	*****4970	Molly Smith	DD - ES	**1,898.00**
10122383	1/1/22	*****9092	Sherritta M Smith	DD - ES	**945.00**
10122384	1/1/22	*****2032	Cinthia Sosa	DD - ES	**2,448.00**
10122385	1/1/22	*****6977	Angela E. Robinson-Spencer	DD - ES	**2,131.00**
10122387	1/1/22	*****5308	Darice Streeter c/o R R Rentals	DD - ES	**1,900.00**
10122389	1/1/22	*****8216	Abby Sukarto	DD - ES	**3,581.00**
10122390	1/1/22	*****7479	Ms. Li Su	DD - ES	**1,351.00**
10122391	1/1/22	*****1235	Summit Venture Group, LLC	DD - ES	**2,913.00**
10122392	1/1/22	*****6168	Kamaljeet Surila	DD - ES	**1,655.00**
10122393	1/1/22	*****3302	Susana Paduro-Silva	DD - ES	**2,568.00**
10122394	1/1/22	*****0804	Svetlana Kondratiouk	DD - ES	**3,040.00**
10122395	1/1/22	*****0399	Joyce Hui Sy	DD - ES	**7,715.00**
10122396	1/1/22	*****3065	Tasharie C. Ameral	DD - ES	**1,609.00**
10122397	1/1/22	*****6283	Yun Teng Weijie Zhang	DD - ES	**1,892.00**
10122398	1/1/22	*****9166	Ms. Natasha Terry	DD - ES	**2,675.00**
10122399	1/1/22	*****9314	Silvia Thein and Ada Choi	DD - ES	**2,328.00**
10122400	1/1/22	*****7191	Tequila Nashannon Thornton	DD - ES	**2,654.00**
10122401	1/1/22	*****1714	Yoway Wilson Tong	DD - ES	**1,486.00**
10122402	1/1/22	*****1405	Lourdes or Raymond Tovar	DD - ES	**1,374.00**
10122403	1/1/22	*****2094	Raphael Minhtuyen Tran	DD - ES	**2,923.00**
10122404	1/1/22	*****8623	Richard Tran	DD - ES	**2,789.00**
10122405	1/1/22	*****1327	Thuy Tran	DD - ES	**1,148.00**
10122406	1/1/22	*****6165	Thanh Van Trinh	DD - ES	**1,486.00**
10122407	1/1/22	*****5313	Sean Thuyet Truong	DD - ES	**1,094.00**
10122408	1/1/22	*****9321	Van Truong	DD - ES	**1,717.00**
10122409	1/1/22	*****6917	Erica Uschold	DD - ES	**2,950.00**
10122410	1/1/22	*****4582	Lidia Valladares	DD - ES	**1,561.00**
10122411	1/1/22	*****0250	Victor D Valenzuela	DD - ES	**1,498.00**
10122412	1/1/22	*****3371	Gary D. Vasconcellos	DD - ES	**1,712.00**
10122413	1/1/22	*****3239	Veritel Homes LLC	DD - ES	**2,586.00**
10122414	1/1/22	*****5310	Azell Vickers	DD - ES	**2,648.00**
10122415	1/1/22	*****9682	Nuno G Vieira	DD - ES	**4,350.00**
10122416	1/1/22	*****7391	Kim Uyen Minh Vu	DD - ES	**1,239.00**
10122417	1/1/22	*****2720	Stephen Cordell Wafer	DD - ES	**1,213.00**
10122418	1/1/22	*****6924	Lining Wan	DD - ES	**1,906.00**
10122419	1/1/22	*****6945	Wei Wang	DD - ES	**2,107.00**
10122420	1/1/22	*****1634	Yu Ruo Wang	DD - ES	**2,016.00**
10122421	1/1/22	*****7593	Ms. Brigitte Warren C/O Perry Realty Team	DD - ES	**2,583.00**

10122423	1/1/22	*****4384	Wenying Chang	DD - ES	**3,319.00**
10122424	1/1/22	*****5295	Holly Wen	DD - ES	**651.00**
10122425	1/1/22	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**4,904.00**
10122426	1/1/22	*****6220	Fenny Wijayanti	DD - ES	**2,165.00**
10122427	1/1/22	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	**1,951.00**
10122428	1/1/22	*****5057	Kathleen and John Wilson	DD - ES	**936.00**
10122429	1/1/22	*****8702	Kathy D. Williams	DD - ES	**2,705.00**
10122430	1/1/22	*****5480	Tasia La Vonda Williams	DD - ES	**2,800.00**
10122431	1/1/22	*****5026	Windeler Development Group, Inc.	DD - ES	**999.00**
10122432	1/1/22	*****1157	Har Pan Wong	DD - ES	**8,941.00**
10122433	1/1/22	*****6356	Joanne Wong	DD - ES	**1,702.00**
10122434	1/1/22	*****1060	Kinney Ming Wong	DD - ES	**634.00**
10122436	1/1/22	*****2784	Vincent Wong	DD - ES	**1,646.00**
10122437	1/1/22	*****3962	Hong Wu	DD - ES	**3,728.00**
10122438	1/1/22	*****3698	Zhang Jin Wu	DD - ES	**3,460.00**
10122439	1/1/22	*****2556	Drewcillia Wyatt	DD - ES	**3,942.00**
10122440	1/1/22	*****2651	Sheree Wynn	DD - ES	**2,219.00**
10122441	1/1/22	*****4644	Chao Xu	DD - ES	**2,940.00**
10122442	1/1/22	*****3880	Ping Ping Xu Keming Wang	DD - ES	**2,384.00**
10122443	1/1/22	*****5087	Zhou Xu	DD - ES	**2,853.00**
10122444	1/1/22	*****4383	Yifan Ye Mike Perry, Property Manager	DD - ES	**2,512.00**
10122445	1/1/22	*****6779	Sally Yip	DD - ES	**912.00**
10122446	1/1/22	*****6210	Yong Qiang Lu	DD - ES	**1,790.00**
10122447	1/1/22	*****6178	Chris Kui You	DD - ES	**2,407.00**
10122448	1/1/22	*****7622	Yee Yue Cheung	DD - ES	**1,295.00**
10122449	1/1/22	*****8664	Mohammad Zalmaiyar	DD - ES	**2,455.00**
10122450	1/1/22	*****8685	Feng Zhang	DD - ES	**2,726.00**
10122451	1/1/22	*****7638	Jielu Zhao	DD - ES	**1,412.00**
10122452	1/1/22	*****2407	Katherine Zhao	DD - ES	**2,721.00**
10122453	1/1/22	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	**1,988.00**
10122454	1/1/22	*****3259	Xirong Zhao	DD - ES	**1,964.00**
10122455	1/1/22	*****5640	Yan Zhang	DD - ES	**1,637.00**
10122456	1/1/22	*****4367	Xiang Yang Zheng	DD - ES	**1,462.00**
10122457	1/1/22	*****9263	Zhixing Li	DD - ES	**2,583.00**
10122458	1/1/22	*****3830	Joy Yi Zhou	DD - ES	**1,932.00**
10122459	1/1/22	*****7805	Shengguo Zhu	DD - ES	**5,364.00**
10122460	1/1/22	*****6132	Ying Zhu Ying Zhu	DD - ES	**5,156.00**

10122461	1/1/22	*****4651	Weijie Zhang	DD - ES	**1,333.00**

Housing Choice Voucher

HAP	1,511,543.10
UR	10,775.90
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	138.98
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$1,522,457.98**

Check Summary

January 1, 2022

Check Number	Check Date	Payee Tax ID	Payee		**Amount**
VASH					
50515	1/1/22	*****8792	James E Phifer Jr.		**22.00**
50600	1/1/22	*****9325	JOW & AAW, LLC		**2,109.00**
50602	1/1/22	*****9326	Western Addition Apartments, LLC		**1,548.00**
50604	1/1/22	*****1636	Jimmy Bhatia		**1,172.00**
50605	1/1/22	*****2361	George Edward Cole		**1,267.00**
50618	1/1/22	*****2116	MSR Rental Properties, LLC C/O EEN Property Management		**1,729.00**
50623	1/1/22	*****5770	Ventana Rental Homes		**1,766.00**
50627	1/1/22	*****9507	Olga M. Disney		**1,354.00**
50629	1/1/22	*****7378	Marina Heights Apartments, LP		**4,474.00**
50630	1/1/22	*****7378	Marina Heights Apartments, LP		**2,889.00**
50631	1/1/22	*****7378	Marina Heights Apartments, LP		**1,476.00**
10122011	1/1/22	*****4636	Felipe Amarante	DD - ES	**1,483.00**
10122022	1/1/22	*****3909	Ken Bartlett	DD - ES	**1,370.00**
10122027	1/1/22	*****7492	Adrienne Kelly Belton	DD - ES	**720.00**
10122036	1/1/22	*****7075	Som N Bhatia	DD - ES	**1,261.00**
10122049	1/1/22	*****8860	Joe Burns	DD - ES	**1,079.00**
10122051	1/1/22	*****2513	Clara Beatriz Cardenas	DD - ES	**1,677.00**
10122073	1/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**4,304.22**
10122074	1/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**3,725.00**
10122075	1/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**5,888.00**

10122076	1/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**6,975.00**
10122097	1/1/22	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**600.00**
10122112	1/1/22	*****4032	Fox Creek Apartments	DD - ES	**789.00**
10122115	1/1/22	*****4432	FRR Investments LLC	DD - ES	**1,822.00**
10122125	1/1/22	*****5111	Gateway Apartments	DD - ES	**3,656.00**
10122143	1/1/22	*****5267	Abhilash Gupta	DD - ES	**1,797.00**
10122154	1/1/22	*****6728	David T. Hennigan	DD - ES	**3,270.00**
10122221	1/1/22	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**2,472.00**
10122225	1/1/22	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**1,222.00**
10122232	1/1/22	*****1547	Paul Livson	DD - ES	**1,585.00**
10122245	1/1/22	*****1494	Xiangwen Lu	DD - ES	**3,475.00**
10122297	1/1/22	*****9886	Northstar Financial Group, LLC	DD - ES	**1,604.00**
10122348	1/1/22	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**1,662.00**
10122349	1/1/22	*****7083	Reliant - Woods Grove, LP	DD - ES	**2,850.00**
10122370	1/1/22	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**4,039.00**
10122371	1/1/22	*****7789	Siena Court Apartments	DD - ES	**1,165.00**
10122372	1/1/22	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**2,494.00**
10122373	1/1/22	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**1,761.00**
10122386	1/1/22	*****3465	Ramzi D Srouji	DD - ES	**2,186.00**
10122388	1/1/22	*****0437	Suisun City Housing Authority	DD - ES	**1,422.16**
10122422	1/1/22	*****4563	Isidoro Weitzman	DD - ES	**1,957.00**
10122425	1/1/22	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**1,078.00**
10122435	1/1/22	*****0238	Shirley Ank Wong	DD - ES	**1,460.00**

VASH

HAP	92,310.86
UR	22.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	321.52
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$92,654.38**

Grand Total

HAP	1,603,853.96
UR	10,797.90
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	460.50
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$1,615,112.36**

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Minute Order Approving an Annual Report Pursuant to SB 341

MEETING DATE: March 21, 2022

EXECUTIVE SUMMARY

The Housing Authority of the City of Pittsburg (Housing Authority) has reviewed and considered the Housing Successor Agency's annual report regarding housing activities through June 30, 2021 (Report).

FISCAL IMPACT

There is no fiscal impact in approving the Report. The Report provides a snapshot of housing activities that have occurred during a specified period.

RECOMMENDATION

Staff recommends that the Governing Board of the Housing Authority approve the Report.

BACKGROUND

The Redevelopment Agency of the City of Pittsburg (Agency) was a redevelopment agency formed, existed and exercised its powers pursuant to California Community Redevelopment Law Health and Safety Code Section 33000 et seq. (CRL). Pursuant to authority granted under the CRL, the Agency had the responsibility to implement the redevelopment plan established by the Community Development Plan for the Los Medanos Community Development Project by Ordinance No. 93-1063, adopted by the City Council on June 7, 1993 (as subsequently amended and restated by Resolution 07-1221 and as may be further amended from time to time).

On June 29, 2011, the Governor signed into law ABX1 26, also referred to as the "Dissolution Act" which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of the Dissolution Act, thereby dissolving all redevelopment agencies on February 1, 2012 (Dissolution Date). The Dissolution Act provides that prior to the Dissolution Date, the City may elect to assume the assets and responsibilities for the housing functions previously performed by the Agency or by default the housing functions will be transferred to the local housing authority.

On January 17, 2012, by City Resolution 12-11753 and Housing Authority Resolution 12-261, the City elected to transfer, and the Housing Authority elected to assume all the rights, responsibilities, and functions related to housing previously performed by the Agency to the Housing Authority.

On October 13, 2013, SB 341 was approved by the Governor and filed with the Secretary of State. SB 341 amended Health and Safety Code 34176 and changed the former annual report due from the Agency to both the State Controller and Department of Housing and Community Development (HCD).

SUBCOMMITTEE FINDINGS

The Report was not discussed in a subcommittee.

STAFF ANALYSIS

The Housing Authority will file the Report and any supporting documents, if applicable, as an addendum to the City's Annual Progress Report filed by the Planning Department. Upon receiving Housing Authority Governing Board approval and once this Minute Order has been certified by the Agency Secretary, the Report will be submitted to HCD on or before April 1, 2022.

ATTACHMENTS: Report

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

THE SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG
ANNUAL REPORT ON LMIHAF PURSUANT TO SB 341
FOR FISCAL YEAR: July 1, 2021-June 30, 2022

1 **Amount deposited into LMIHAF:** $ 4,093,918.63

Amount deposited listed on ROPS: $ -

Description of the Deposit

2 **Balance of LMIHAF:** $ 6,834,679.33

Balance listed on ROPS: $ -

Description of the Balance

3 **Description of expenditures by category for:**

Monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency, housing successor agency, and activities described in paragraphs (2) and (3) of subdivision (a). $ -

Homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) of subdivision (a).

Development of housing pursuant to paragraph (3) of subdivision (a). $ 79,306.00 Gonsalves Village

4 **As described in paragraph 1 of subdivision (a):**

Statutory value of real property owned by the housing successor.	$ 1,975,021.46
Value of loans and grants receivables.	$ 29,105,590.00
Total	$ 31,080,611.46

5 **Description of any transfers made pursuant to paragraph (2) of subdivision (c) in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update of any project for which transferred funds have been or will be expended if that project has not yet been placed in services.**

Name and Description	Address	Transferred To	Value

6 **Description of any project for which the housing successor receives or holds property tax revenue pursuant to the ROPS and status of that project.**

Project Name and Description	Address	Amount Received
NA		

7 **For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interests in real property acquired on or after February 1, 2012, a status update on the project.**

Address	Status
NA	

8 **Description of any outstanding obligations pursuant to 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successor's plans to meet unmet obligations. In addition, the housing successor shall include in the report posted on its Internet Web site the implementation plans of the former redevelopment agency.**

Outstanding Obligation	Status
NA	

9 **The information required by subparagraph (B) of paragraph (3) of subdivision (a):**

Targeting Requirements	Status
NA	

10 **Percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.**

Low Income Senior Housing	# of Units
Presidio Village	103
Delta Hawaii	5
Siena Court	110
Total	**218**
Deed Restricted Total	**1114**
Percentage of Senior Housing	**20%**

11 **Amount of any excess surplus.** NA

Amount of time that the successor agency has had excess surplus. NA

Housing successor's plan for eliminating surplus.

$10,000 for housing counseling services.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Sixth Amendment to Amended and Restated Purchase and Sale Agreement by and Between the City of Pittsburg and Stay Cal Pittsburg LLC, Authorizing the City Manager to Negotiate and Execute Amendments and Agreements to Carry Out the Sixth Amendment, and Adopting an Economic Development Subsidy Report

MEETING DATE: March 21, 2022

EXECUTIVE SUMMARY:

On December 5, 2018, the City and Stay Cal Pittsburg LLC ("Stay Cal") entered into an Amended and Restated Purchase and Sale Agreement ("Agreement") regarding Stay Cal's acquisition of real property located at the southwest corner of Center Drive and Railroad Avenue (APN 086-100-045) for construction of a hotel ("Project"). This Sixth Amendment to the Agreement would extend certain dates within the Schedule of Performance; modify and update the amount and type of City financial assistance including the term, repayment, fee deferral, and City contribution; transit occupancy tax; permitted transfers and use of proceeds; and reversion rights. Pursuant to the Requirements of state law, the City has prepared and published an Economic Development Subsidy Report.

FISCAL IMPACT:

As part of the proposed Sixth Amendment to the Agreement, the City would provide Stay Cal with a contribution equal to the maximum $599,999, so long as it is less than 2% of the total cost of the Project. The City would also defer certain City fees totaling just under $463,000, which would be paid back at a 2.5% interest rate.

Staff anticipates the Project, once operational, would generate approximately $500,000 annually in transit occupancy tax ("TOT"), which would support the City's general fund. The City will also receive $1,678,110 from the sale of the property to Stay Cal, which would be paid back at a 2.5% intertest rate.

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. open the public hearing, receive public testimony, and close the public hearing; and

2. adopt the attached resolution approving the Sixth Amendment to the Amended and Restated Purchase and Sale Agreement, authorizing the City Manager to: 1) negotiate and execute an agreement consenting to the sale of an approximately 10,000 square foot portion of the property on specified conditions; and 2) negotiate and execute amendments to the Deed of Trust, Promissory Note, and Fee Deferral Agreement for consistency with the terms of the Sixth Amendment to the Amended and Restated Purchase and Sale Agreement, and adopting an Economic Development Subsidy Report.

BACKGROUND:

On December 5, 2018, the City and Stay Cal entered into the Agreement in order to facilitate the development of a hotel on City-owned property. The Agreement outlines the responsibilities of both the City and Stay Cal, including the purchase price and sale of the property, schedule of performance, fee deferrals, payment of TOT, annexation into community facility districts (CFDs) and the light and landscaping district (LLD), and transfer of the property or a portion thereof to a third party. Notably, the Agreement authorized Stay Cal to collect a total of 12% TOT pursuant to Pittsburg Municipal Code (PMC) Chapter 3.12; of the 12% collected, two percent 2% would be applied to the deferred fee amount owed until fully paid.

Between June 2019 and January 2021, the City and Stay Cal executed five amendments to the Agreement in order to extended certain dates in the Schedule of Performance and extended the close of escrow date (Amendments 1-3) and modified the payment of fees and repayment provisions of the Agreement.

Pursuant to the requirements of Government Code Section 53083, the City has prepared and published an Economic Development Subsidy Report (Attachment 2).

Environmental Analysis: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 12, “Surplus Government Property Sales,” of the state CEQA Guidelines, section 15312.

SUBCOMMITTEE FINDINGS:

This item was not presented to a subcommittee.

STAFF ANALYSIS:

Revisions to the Buyer’s proposed project funding and construction plans and the impacts of COVID-19 has necessitated further evaluation by the City and has required that certain dates in Exhibit C of the Agreement, “Schedule of Performance,” be extended. Further, financing opportunities for the project has necessitated that Stay Cal seek to amend the site plan to create a separate legal parcel to allow for a commercial structure in addition to the hotel, with the separate legal parcel then being sold to a third party.

As mentioned above, this Sixth Amendment to the Agreement would include the following notable changes: 1) extend certain dates within the Schedule of Performance (Exhibit C of Agreement); 2) extend the term of the loan for purchase of the property to 25 years; 3) modify the dates for commencement of repayment on the principal and interest of the property sale; 4) update the amount of fees subject to the fee deferral in order to reflect fee increases in the past two years, as well as to require interest be paid on the deferred amount; 5) establish a City contribution equal to the maximum $599,999, so long as it is less than 2% of the total cost of the Project; 6) eliminate the portion of the Agreement authorizing the additional 2% TOT charge for repayment of deferred fees, while establishing a required payment should the Project be utilized in any way in which TOT is not collected; 7) permitted transfers to facilitate the pad development 8) requiring 75% of the proceeds from the sale of a portion of the property be held in escrow and distributed upon completion of certain construction tasks by Stay Cal; and 9) amendment to section 9.6 to ensure that potential proceeds from sale of the property be shared equally by Stay Cal and the City.

ATTACHMENTS:

1. Resolution
2. Economic Development Summary Report prepared pursuant to CGC 53083 (Exhibit A to Resolution)
3. Proposed Sixth Amendment to the Amended and Restated Purchase and Sale Agreement
4. Amended and Restated Purchase and Sale Agreement (including amendments 1-5)

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Sixth Amendment to Amended and Restated Purchase and Sale Agreement by and between the City of Pittsburg and Stay Cal Pittsburg LLC, Authorizing the City Manager to Negotiate and Execute Amendments and Agreements to Carry Out the Sixth Amendment, and Adopting an Economic Development Subsidy Report	)	RESOLUTION NO. 22-_____

WHEREAS, the City of Pittsburg wishes to further the economic development within the City; and

WHEREAS, City and Stay Cal Pittsburg LLC ("Stay Cal") entered into that certain Amended and Restated Purchase and Sale Agreement with an effective date of December 5, 2018 ("Agreement") regarding Stay Cal's acquisition of real property located at southwest corner of Center Drive and Railroad Avenue, also known as Assessor's Parcel Number (APN) 086-100-045 ("Property"); and

WHEREAS, City and Stay Cal entered into that First Amendment to Amended and Restated Purchase and Sale Agreement on June 18, 2019 ("First Amendment") which extended certain dates on Exhibit C of the Agreement, "Schedule of Performance," and extended the close of escrow date; and

WHEREAS, City and Stay Cal entered into that Second Amendment to Amended and Restated Purchase and Sale Agreement on September 27, 2019 ("Second Amendment") which extended certain dates on Exhibit C of the Agreement, "Schedule of Performance," and extended the close of escrow date; and

WHEREAS, City and Stay Cal entered into that Third Amendment to Amended and Restated Purchase and Sale Agreement on November 14, 2019 ("Third Amendment") which extended certain dates on Exhibit C of the Agreement, "Schedule of Performance"; and

WHEREAS, the sale of the Property closed escrow on December 24, 2019; and

WHEREAS, City and Stay Cal entered into that Fourth Amendment to Amended and Restated Purchase and Sale Agreement on September 14, 2020 ("Fourth Amendment") which extended certain dates on Exhibit C of the Agreement, "Schedule of Performance," and modified the payment of fees and repayment provisions of the Agreement; and

WHEREAS, City and Stay Cal entered into that Fifth Amendment to Amended and Restated Purchase and Sale Agreement on January 14, 2021 ("Fifth Amendment") which extended certain dates on Exhibit C of the Agreement, "Schedule of Performance"; and

WHEREAS, revisions to Stay Cal's proposed project funding and construction plans and the impacts of the Coronavirus, also known as COVID-19, has necessitated further evaluation by the City and has required that certain dates in Exhibit C of the Agreement, "Schedule of Performance," be extended; and

WHEREAS, revisions to Stay Cal's proposed project, including increasing financing opportunities for the project, has necessitated that Buyer seek to amend the site plan to create a separate legal parcel from the Property, to allow for a commercial structure in addition to the hotel, with the separate legal parcel then being sold to a third party; and

WHEREAS, the Sixth Amendment to the Agreement would include the following notable changes: 1) extend certain dates within the "Schedule of Performance" (Exhibit C of Agreement); 2) extend the term of the loan for purchase of the property to 25 years; 3) modify the dates for commencement of repayment on the principal and interest of the property sale; 4) update the amount of fees subject to the fee deferral in order to reflect fee increases in the past two years, as well as to require interest be paid on the deferred amount; 5) establish a City contribution equal to the maximum $599,999, so long as it is less than 2% of the total cost of the Project; 6) eliminate the portion of the Agreement authorizing the additional 2% TOT charge for repayment of deferred fees, while establishing a required payment should the Project be utilized in any way in which TOT is not collected; 7) permitted transfers to facilitate the pad development 8) requiring 75% of the proceeds from the sale of a portion of the property be held in escrow and distributed upon completion of certain construction tasks by Stay Cal; and 9) amendment to section 9.6 to ensure that potential proceeds from sale of the property be shared equally by Stay Cal and the City; and

WHEREAS, pursuant to State law, the City has prepared a subsidy report which has been posted online for public review; and

WHEREAS, on March 21, 2022, during its regularly scheduled meeting, the City Council took public testimony prior to considering this item.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the Sixth Amendment to the Amended and Restated Purchase and Sale Agreement, as substantially presented to the City Council; and

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg authorizes the City Manager to: 1) negotiate and execute an agreement consenting to the sale of an approximately 10,000 square foot portion of the property on specified conditions; and 2) negotiate and execute amendments to the Deed of Trust, Promissory Note, and Fee Deferral Agreement for consistency with the terms of the Sixth Amendment to the Amended and Restated Purchase and Sale Agreement; and

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg hereby adopts the Economic Development Subsidy Report, attached as Exhibit A to this Resolution, and finds that the report has been prepared pursuant to state law at California Government Code Section 53083.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of March 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Holland Barrett White, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

ECONOMIC DEVELOPMENT SUBSIDY REPORT
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 53083
ON AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND STAY CAL PITTSBURG LLC

The following Summary Report has been prepared pursuant to California Government Code Section 53083. The report sets forth certain details of the Amended and Restated Purchase and Sale Agreement, including the Sixth Amendment ("Agreement") between the following parties:

1. The City of Pittsburg ("City"), a municipal corporation; and

2. Stay Cal Pittsburg LLC, a California limited liability corporation ("Developer").

The Agreement requires the City to provide a development incentive to the Developer for the purpose of constructing a 117-room hotel ("Project"). The project is located at the southwest corner of Center Drive and Railroad Avenue (APN 086-100-045) in Pittsburg, CA.

The purpose of this Agreement is to effectuate economic development in the City. The purpose of this report is to provide the information required pursuant to Government Code Section 53083 in regards to the Agreement. This report shall remain available to the public and posted on the City's website until the economic development subsidy, as further described in section II, is fully distributed.

I. **Name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy:**

Stay Cal Pittsburg LLC
2110 S. El Comino Real
San Mateo, CA 94403
Contact Name: Hiten Suraj

II. Start and end dates and schedule, if applicable, for the economic 2 development subsidy:

The proposed economic development subsidy includes a one-time payment to Stay Cal. The Sixth Amendment to Agreement memorializing the incentive shall become effective upon execution of the Sixth Amendment. The Contribution (as defined in section III below) shall be paid by City directly to Stay Cal within ten (10) business days of completion and approval of the inspection of the entire foundation of the Project. In the event Stay Cal has not received approval of the entire foundation of the Project by December 31, 2023, City shall not be required to provide Contribution; this deadline may be extended by the City Manager for a period(s) not to exceed six months. At the time the Contribution is provided to Stay Cal in full, this subsidy shall cease.

III. Description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy:

The City is making economic incentive payments to facilitate the development of the Project and the operation of the hotel. The City agrees to provide Stay Cal with a contribution equal to the maximum of Five Hundred Ninety-Nine Thousand Nine Hundred and Ninety-Nine Dollars ($599,999), so long as it is less than two percent (2%) of the total cost of the Project (the "**Contribution**").

IV. Statement of the public purposes for the economic development subsidy:

The Pittsburg City Council has determined that encouraging economic development, including private investment that involves creation of new jobs and income in the City, or the retention of existing jobs and income that would otherwise be lost or be unavailable to the residents of the City, is a valid exercise of its powers and provides an important public benefit and serves an important public purpose. By authorizing the City to enter into this Agreement, the City Council has determined that the benefits accruing as a result of the transactions contemplated by this Agreement, including, without limitation, (i) direct benefits such as the increase in higher-end hotel rooms near the Pittsburg Center BART Station; (ii) increased meeting and convention activity; (iii) increased revenues from property, sales, and TOT taxes; (iii) enhanced economic opportunities generated by the development of a new hotel serving Pittsburg, and (iv) the provision of infrastructure to the City, together with the Developer's obligations in the Agreement represent fair consideration for all of the obligations to be undertaken by the City as contemplated in the Agreement.

Other important goals and objectives that are satisfied by the Project include generation of a substantial numbers of construction jobs and the potential increase in private investment as a result of the public investment in this Project. To this end, the Project has already warranted the development of a new Starbucks restaurant adjacent to the hotel. A Courtyard by Marriot or comparable hotel brand would likely increase the number of visitors to the City, which will spend money on dining, retail andentertainment activities.

V. The projected tax revenue to the local agency as a result of the economic development subsidy:

The City expects to receive a significant increase in transient occupancy tax, property tax, permit fees, and community facilities district and lighting and landscaping district fees from the development of the Project. The anticipated revenues are summarized below:

1. Transient Occupancy Tax (TOT) – The current City TOT rate is 10% of room revenues. Based on the anticipated stabilized Average Daily Rate (ADR) and an occupancy rate, the Project will generate $560,000 annually in TOT.

2. Property Tax – Within the Site's Tax Rate Area, the City receives 18.33408% of the general property tax levy of 1.0% of assessed value, with the balance of the collected property taxes going to other taxing jurisdictions. At the anticipated level of value, the Project will generate approximately $58,000 in property tax annually.

3. Development Fees – The City's latest estimate indicated the Developer will pay over $800,000 total in permitting and impact fees (this includes the EBART CFD fee).

4. CFDs and LLD – The project will be required to annex into the Public Safety and Fire Safety community facilities districts (CFDs) as well as the City's existing Lighting and Landscaping District, and pay the annual cost(s) for these ongoing assessments.

VI. Job Creation:

The Project is projected to create the following number of temporary jobs during construction, and full-time and part-time jobs during operation:

Full-time jobs: 5-10
Part-time jobs: 10-15
Temporary construction jobs: 30-50

SIXTH AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF PITTSBURG AND STAY CAL PITTSBURG LLC
(APN: 086-100-045)

THIS SIXTH AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT ("**SIXTH Amendment**"), dated for reference as ______________, 2022, is entered into by and between the City of Pittsburg, a California municipal corporation ("**Seller or City**"), and Stay Cal Pittsburg LLC, a California limited liability company ("**Buyer or Stay Cal**"). City and Stay Cal are collectively referred to herein as the "**Parties**."

RECITALS

A. Seller and Buyer entered into that certain Amended and Restated Purchase and Sale Agreement with an effective date of December 5, 2018 ("**Agreement**") regarding Buyer's acquisition of real property located at southwest corner of Center Drive and Railroad Avenue, also known as APN: 086-100-045 ("**Property**"), as more particularly described in Exhibit A to the Agreement.

B. Seller and Buyer entered into that First Amendment to Amended and Restated Purchase and Sale Agreement on June 18, 2019 ("First Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, and extended the close of escrow date.

C. Seller and Buyer entered into that Second Amendment to Amended and Restated Purchase and Sale Agreement on September 27, 2019 ("Second Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, and extended the close of escrow date.

D. Seller and Buyer entered into that Third Amendment to Amended and Restated Purchase and Sale Agreement on November 14, 2019 ("Third Amendment") which extended certain dates on Exhibit C of the Agreement and Schedule of Performance.

E. The sale of the Property closed escrow on December 24, 2019.

F. Seller and Buyer entered into that Fourth Amendment to Amended and Restated Purchase and Sale Agreement on September 14, 2020 ("Fourth Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, and modified the payment of fees and repayment provisions of the Agreement.

G. Seller and Buyer entered into that Fifth Amendment to Amended and Restated Purchase and Sale Agreement on January 14, 2021 ("Fifth Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance.

H. Revisions to the Buyer's proposed project funding and construction plans and the impacts of the Coronavirus, also known as COVID-19, has necessitated further evaluation by the City and has required that certain dates in Exhibit C of the Agreement, Schedule of Performance be extended.

I. Revisions to the Buyer's proposed project, including increasing financing opportunities for the project, has necessitated that Buyer seek to amend the site plan to create a separate legal parcel from the Property, to allow for a commercial structure in addition to the hotel, with the separate legal parcel then being sold to a third party.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Recital G. Recital G is hereby amended to read as follows: Stay Cal intends to purchase the Property and construct a Courtyard by Marriott or equivalent hotel brand on the Property with at least 117 rooms (the "**Project**").

2. Recital I. Recital I is hereby amended to read as follows: Stay Cal has requested, and City has agreed to provide deferral of certain development fees (**"Deferred Fees"**) in the amount not greater than Four Hundred Sixty-Three Thousand Dollars ($463,000), to be repaid by Stay Cal in monthly payments until fully repaid, pursuant to a Fee Deferral Agreement (the "**Fee Deferral Agreement**") substantially in the form attached as Exhibit H of Agreement.

3. Section 2.3.6 Payment of Fees. Section 2.3.6 is hereby amended to read as follows: Payment of Fees. Stay Cal has paid, when due, all customary and reasonable fees and charges in connection with the processing of permits and approvals. Certain City-controlled fees and charges in connection with the processing of permits and approvals in the amount not greater than Four Hundred Sixty-Three Thousand Dollars ($463,000) shall be deferred and paid by Stay Cal pursuant to the terms of the Deferral Agreement. Interest on the Deferred Fees shall begin to accrue from the time that permits are obtained and fees become due and payable, at a commercially reasonable interest rate of two and one-half percent (2.5%) simple interest per annum on the unpaid principal amount, computed on a basis of a 365-day year. Principal and interest are due and payable upon an event of default under Article IX hereof.

4. Section 4.1 The Project. The last sentence of Section 4.1 is hereby amended to read as follows: The Project will consist of a Courtyard Marriott or an equivalent hotel brand with at least 117 rooms, an on-site restaurant, full bar service, and a conference room in accordance with brand standards for a Courtyard Marriott.

5. Article V City Financial Assistance. Article V is hereby amended in its entirety to read as follows:

ARTICLE V
CITY FINANCIAL ASSISTANCE

5.1 Loan and Note. To assist in the acquisition of the Property, City shall provide a Loan in the form of seller-financing to cover the Purchase Price in the principal amount of One Million Six Hundred Seventy-Eight Thousand One Hundred Ten Dollars ($1,678,110.00) (the "**Loan**"). The Loan shall be evidenced by a secured promissory note dated as of the Closing Date and executed by Stay Cal substantially in the form attached hereto as Exhibit E (the "**Note")** and shall be secured by the Deed of Trust (the "**Deed of Trust**") which shall be recorded against the Property subject only to City's Permitted Exceptions.

Provided that Stay Cal has complied with all conditions precedent to disbursement of the Loan set forth in Section 5.8, City will provide the Loan at Closing.

5.2 Interest. Commencing on the Closing Date and continuing through the date that all indebtedness and other amounts payable under this Agreement and the Note are paid in full, interest on the Loan shall accrue at a commercially reasonable interest rate of two and one-half percent (2.5%) simple interest per annum on the unpaid principal outstanding from time to time, computed on a basis of a 365-day year. Interest is due and payable upon an event of default under Article IX hereof.

5.3. Term; Extension of Term. The term of the Loan is the earlier of (i) the sale or transfer of the Property and the Project by Stay Cal, except as provided herein, or (ii) 25 years from the month after issuance of the Certificate of Occupancy (the "**Maturity Date**"). Notwithstanding the foregoing, the City shall have the right to accelerate the maturity date and declare all sums payable under the Note immediately due and payable upon the occurrence of an Event of Default.

5.4 Repayment. Stay Cal shall make monthly principal and interest payments to the City, under this Agreement, commencing on the earlier to occur of the following: (i) the first day of the calendar month after the Courtyard by Marriott or equivalent hotel brand that Stay Cal constructs on the Property receives its Certificate of Occupancy or (ii) two (2) years from April 1, 2022, regardless of whether a Courtyard by Marriott or equivalent hotel brand has been constructed on the Property and/or is open to the public ("Monthly Payment Commencement Date") and shall continue making such monthly payments until that date that is twenty-five (25) years after the Monthly Payment Commencement Date (the "Maturity Date"). For purposes of illustration only: (i) if the Courtyard by Marriott or equivalent hotel brand on the Property were to open to the public on January 15, 2024, the Monthly Payment Commencement Date as defined in this Agreement would be February 1, 2024, and Stay Cal would then be obligated to commence making the required monthly principal and interest payments to City through January 1, 2048, which would represent the Maturity Date pursuant to this hypothetical example; and (ii) if April 1, 2024 has passed and the Buyer has failed to construct a Courtyard by Marriott or equivalent hotel brand that is open to the public on or before April 1, 2024, the Monthly Payment Commencement Date shall be April 1, 2024 and the Maturity Date would be March 1, 2048.

5.5 Security. As security for repayment of the Note, Stay Cal shall execute the Deed of Trust in favor of City as beneficiary pursuant to which City shall be provided a lien against Stay Cal's interest in the Property and the Project. The Deed of Trust shall be dated as of the Closing Date, shall be substantially in the form attached hereto as Exhibit F, and shall be recorded in the Official Records on the Closing Date. The Deed of Trust may be subordinated only to the City's Permitted Exceptions and such liens and encumbrances as City shall approve in writing. The City shall subordinate to any construction or permanent financing for this Project.

5.6 Use of Loan. The Loan shall be used solely to fund acquisition of the Property.

5.7 Prepayment. Stay Cal shall have the right to prepay the Loan at any time and from time to time, without penalty or premium, provided that any prepayment of principal must be accompanied by interest accrued but unpaid to the date of prepayment. Prepayments shall be applied first to accrued but unpaid interest and then to principal.

5.8 Conditions to Loan. City's obligation to fund the Loan is conditioned upon the satisfaction of all of the conditions set forth in Sections 2.3 and 3.8 and all of the following conditions:

5.8.1 The conveyance of the Property to Stay Cal;

5.8.2 Stay Cal's execution and delivery to City of this Agreement, the Note and the Deed of Trust;

5.8.3 Recordation of the Deed of Trust in the Official Record;

5.8.4 Stay Cal's delivery to City of evidence reasonably satisfactory to City that there are no mechanics' liens or stop notices related to the Property or the Project, and Stay Cal's provision to City of full waivers or releases of lien clams if required by City;

5.8.5 Stay Cal's delivery to the City of evidence of property and liability insurance coverage and payment and performance bonds in accordance with the requirements set forth herein;

5.8.6 No material adverse change as determined by City in its reasonable judgment shall have occurred in the condition of the Property or the Project or in the financial or other condition of Stay Cal since the Effective Date of this Agreement;

5.8.7 Stay Cal's delivery to City of each of the following: (i) certificate of good standing, certified by the Secretary of State indicating that Stay Cal is properly organized and authorized to do business in the State of California, (ii) a certified resolution indicating that Stay Cal has authorized this transaction and that the persons executing the City Documents on behalf of Stay Cal have been duly authorized to do so, and (iii) certified copy of Stay Cal's articles of incorporation and bylaws; and

5.8.8 City's receipt of a written estimated settlement statement showing the acquisition price, closing costs and all other amounts due in escrow for Stay Cal's acquisition of the Property.

5.9 No Obligation to Provide Loan Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to Close if any of the following circumstances occur:

5.9.1 the failure of any of Stay Cal's representations and warranties made in this Agreement or in connection with the Loan to be true and correct in all material respects;

5.9.2 the termination of this Agreement by mutual agreement of the Parties;

5.9.3 the occurrence of an Event of Default under any City Document which remains uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Default under any City Document.

5.10 Due On Sale or Encumbrance. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the Note shall be due and payable upon the Transfer absent the prior written consent of City of all or any part of or interest in the Property except as otherwise permitted pursuant to this Agreement.

5.11 Fee Deferral Agreement. City agrees to permit Stay Cal to defer certain City controlled permit and entitlement fees, pursuant to that certain Fee Deferral Agreement executed by Stay Cal substantially in the form attached to this Agreement as Exhibit H, and incorporated herein by this reference. Interest on the deferred amounts shall accrue at a commercially reasonable interest rate of two and one-half percent (2.5%) simple interest per annum on the unpaid principal outstanding from time to time, computed on a basis of a 365-day year. Interest shall begin to accrue at the time that permits are obtained. Stay Cal shall make monthly principal and interest payments to the City, commencing on the first day of the calendar month after the Courtyard by Marriott or equivalent hotel brand that Stay Cal constructs receives its Certificate of Occupancy or (ii) two (2) years from April 1, 2022, regardless of whether a Courtyard by Marriott or equivalent hotel brand has been constructed on the Property and/or is open to the public ("Monthly Payment Commencement Date") and shall continue making such monthly payments until fully satisfied..

5.12 City Contribution. City agrees to provide Stay Cal with a contribution equal to the maximum of Five Hundred Ninety-Nine Thousand Nine Hundred and Ninety-Nine Dollars ($599,999), so long as it is less than two percent (2%) of the total cost of the Project (the "**Contribution**"). The Contribution shall be paid by City directly to Stay Cal within ten (10) business days of completion and approval of the inspection of the entire foundation of the Project. In the event Stay Cal has not received approval of the entire foundation of the Project by December 31, 2023, City shall not be required to provide Contribution; this deadline may be extended by the City Manager for a period(s) not to exceed six months.

6. Section 6.1 Use. Section 4.1 is hereby amended to read as follows: Stay Cal covenants and agrees for itself and its successors and assigns that the Property shall be used for the development and operation of a Courtyard Marriott or an equivalent hotel brand with at least 117 rooms and a conference room. Additional uses of the Property may be approved by the City in the City's discretion.

7. Section 6.2 Transit Occupancy Tax. Section 6.2 is hereby deleted in its entirety and replaced with the following: During the first five years of operation of the hotel, commencing on the date of issuance of the Certificate of Occupancy, if the owner and/or operator of the Project sells to or enters into an agreement with any party to utilize the Project in a manner which prevents the City from collecting Transit Occupancy Tax **("TOT"**), Stay Cal shall pay the City the lost TOT, equivalent to Five Hundred Thousand Dollars ($500,000) per year, up to Two Million Dollars ($2,000,000).

8. Section 7.3 Permitted Transfers. Section 7.3 is hereby amended to read as follows: Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the rental of hotel rooms; (iv) assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Project; (v) a Transfer to an entity which is under the direct control of Stay Cal or in which Hiten Suraj is a principal or (v) a Transfer to any entity so long as Stay Cal remains an owner of the Project and Hiten Suraj is a guarantor of any debt associated with the Project (**"Controlled Affiliate"**).

9. Section 7.4.4 is hereby amended to read as follows: No transfer of any portion of the Property to an entity not expressly enumerated in Section 7.3 shall be valid without a written recorded agreement between the Parties demonstrating the City's consent and setting forth conditions by City. Stay Cal acknowledges the written agreement shall condition the City consent to sale on the obligation of Stay Cal to impose certain requirements on buyer that would otherwise be imposed on Stay Cal and the entirety of the Property in the absence of a sale. For example, and not as a limitation, Stay Cal shall require buyer to pay all taxes and assessments as set forth in Sections 6.4 and 6.4.1, provide payment and performance bonds and insurance as set forth in 4.20-4.21, provide a release to the City as set forth in Section 8.5, and indemnify the City as set forth in Sections 8.7 and Article X.

a. 75% of the net proceeds from the sale of the separate legal parcel described in Recital I shall be held in escrow. 50% of the proceeds held in escrow shall be disbursed to Stay Cal when the City's Contribution is disbursed and the remaining 50% of the proceeds shall be disbursed to

Stay Cal upon completion of the framing for the Project.

10. Section 9.6 Right of Reverter. Section 9.6 is hereby amended to read as follows: If prior to issuance of a Certificate of Occupancy, Stay Cal abandons the Project or seeks to sell the Project, City shall retain sole discretion for approving the buyer and purchase price. Proceeds from the sale to a third party approved by the City shall be disbursed in the following order: 1) unpaid balance of the Loan to the City; 2) reimbursement to Stay Cal for all out-of-pocket expenses associated with the Project up to Five Hundred Thousand Dollars ($500,000); and 3) remaining balance of the sales proceeds, after the Loan has been satisfied, will be divided equally and between Stay Cal and the City. This right of reverter shall not be triggered on a sale of any portion of the Project as long as Stay Cal remains an owner of the Project and/or Hiten Suraj remains a guarantor of any debt associated with the Project.

11. Exhibit C – Schedule of Performance. Exhibit C, "Schedule of Performance," of the Agreement is hereby replaced with Attachment 1 of this SIXTH Amendment.

12. Counterparts; Fax or Email Transmission. This Amendment may be executed in two or more identical counterparts, and may be delivered by fax or email transmission in addition to the other forms of delivery of notices acceptable under the terms of the Agreement.

13. Entire Agreement. The Agreement embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.

IN WITNESS WHEREOF, this SIXTH Amendment is executed by Buyer and Seller as of the Effective Date.

SIGNATURES ARE ON THE FOLLOWING PAGE

City:
City of Pittsburg,
a California municipal corporation

By: ______________________________
Name: Garrett Evans
Its: City Manager

Attest:

____
Alice E. Evenson, City Clerk

Reviewed as to Form:

____
Donna Mooney, City Attorney

Stay Cal:
Stay Cal Pittsburg LLC,
a California limited liability company

By: ______________________________
Name: Hiten Suraj
Its: Manager

Attachment 1

EXHIBIT C: “SCHEDULE OF PERFORMANCE”

Action	Date
1. Conceptual Development Documents. Stay Cal shall submit the Conceptual Development Documents to the City for the City's review and receive the City approval.	March 1, 2021
2. Application for Applicable Land Use Approvals. Stay Cal shall apply for the Applicable Land Use Approvals necessary for the construction of the Project and receive the City Approval. Stay Cal shall request to extend its Land Use Approvals.	February 28, 2019 – Submitted Before the expiration date of the current Land Use Approval June 25, 2021.
3. Construction Plans. Stay Cal shall submit proposed Construction Plans for the Project to the City for the City's review and receive the City approval. [Amended and Restated PSA § 4.10]	Grading and Foundation Plans by January 6, 2019 Construction Plans due October 30, 2020
4. Financing Plan. Stay Cal shall submit evidence of financing, acceptable to the City, for development of Project. [Amended and Restated PSA § 4.06]	May 1, 2022
5. Building Permits. Stay Cal shall obtain the Building Permits for construction of Project.	No later than August, 2022
6. Construction Contract. Stay Cal shall submit, and receive, City approval of the construction contract for the construction of the Project.	July 1, 2022
7. Payment and Performance Bonds. Stay Cal shall submit for and receive City approval of the payment and performance bonds for the construction of the Project. [Amended and Restated PSA § 4.20]	July 1, 2022
8. Insurance. Stay Cal shall submit evidence of insurance to the City and receive City approval thereof.	July 1, 2022
9. Commencement of Construction. Stay Cal shall commence construction of the Project. [DA § 6.19]	September 1, 2022
10. Completion of Construction. Stay Ca shall complete construction of the Project.	May 1, 2024

4

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Clerk

Exempt from Recording Fees
Government Code §§ 6103, 27383

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC- 2018-0197392-00
Check Number
Monday, DEC 10, 2018 11:54:55
FRE $0.00
Ttl Pd $0.00 Nbr-0003363536
AAV / RN / 1-88

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Parcel 1 of Parcel Map Waiver for a Lot Line Adjustment PMW 18-02

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

by and between

THE CITY OF PITTSBURG

and

STAY CAL PITTSBURG, LLC

November 5, 2018

THIS DOCUMENT WAS EXCUTED IN COUNTERPART

Exhibits

A	Legal Description
B	Form of Grant Deed
C	Schedule of Performance
D	Form of Certificate of Completion
E	Form of Note
F	Form of Deed of Trust
G	Insurance Requirements
H	Fee Deferral Agreement
I	Utility Construction Cost Sharing

This Amended and Restated Purchase and Sale Agreement (this "**Agreement**") amending that certain Purchase and Sale Agreement by and between the City of Pittsburg, a municipal corporation ("**City**") and Stay Cal Pittsburg, LLC, a California limited liability company ("**Stay Cal**") dated November 5, 2018 (the "**PSA**") is entered into effective as of December 5, 2018 ("**Effective Date**") by and between City and Stay Cal. City and Stay Cal are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. City is the owner of the real property located in the City of Pittsburg adjacent to the intersection of Railroad Avenue and Center Drive in the City of Pittsburg, County of Contra Costa, State of California, identified as Parcel 1 of Parcel Map Waiver for a Lot Line Adjustment PMW 18-02, which encompasses approximately 111,874 square feet, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Stay Cal had previously entered into the PSA with the prior owner of the Property.

C. City assumed all rights and responsibilities of the former owner under the PSA pursuant to an assignment and assumption agreement at the time that the City took possession of the Property.

D. Pursuant to this Agreement, the Parties desire to amend and restate the PSA to reflect the renegotiation of certain terms of the sale of the property and to reflect the financing to be provided by City for construction of the Project (defined below).

E. Pursuant to the PSA, the purchase price for the Property is One Million Six Hundred Seventy-Eight Thousand One Hundred Ten Dollars ($1,678,110) (the "**Purchase Price**").

F. The Purchase Price is not amended or revised by this Agreement.

G. Stay Cal intends to purchase the Property and construct a Courtyard by Marriott or equivalent hotel brand on the Property with at least 125 rooms (the "**Project**").

H. Stay Cal has requested, and City has agreed to provide a loan in the amount of One Million Six Hundred Seventy-Eight Thousand One Hundred Ten Dollars ($1,678,110) (the "**Loan**") for the purchase of the Property, subject to the terms and conditions of this Agreement.

I. Stay Cal has requested, and City has agreed to provide deferral of certain development fees in the amount not greater than Four Hundred Thirty Thousand Dollars $ 430,000, to be repaid by Stay Cal in monthly payments until fully repaid, pursuant to a

Fee Deferral Agreement (the "**Deferral Agreement**") substantially in the form attached as Exhibit H to this Agreement.

J. Pursuant to this Agreement, Stay Cal will execute a promissory note (the "**Note**") and a deed of trust (the "**Deed of Trust**") evidencing the Loan, against the Property in favor of the City as beneficiary to secure the Loan and the Fee Deferral Agreement.

K. The City has concluded that Stay Cal has the necessary expertise, skill and ability to carry out the commitments contained in this Agreement and that this Agreement is in the best interests of the City and will materially contribute to the health and welfare of the citizens of the City.

L. · Subject to the terms and conditions set forth in this Agreement: (i) the City will convey the Property to Stay Cal, (ii) the City will provide a loan to finance Stay Cal's acquisition of the Property, and (iii) Stay Cal will design, construct, own and operate the Project on the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I
DEFINITIONS

1. Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

1.1 **"Bankruptcy Law"** is defined in Section 9.1.h.

1.2 "**Certificate of Completion**" is defined in Section 4.14.

1.3 "**City Documents**" is defined in Section 2.3.3.

1.4 **"City's Lender Title Policy"** is defined in Section 3.8.1.d.

1.5 "**City's Permitted Exceptions**" is defined in Section 3.8.1.d.

1.6 "**Claims**" is defined in Section 4.16.

1.7 "**Closing Date**" or "**Close of Escrow**" shall be the date that escrow closes for conveyance of the Property to Stay Cal as defined in Section 3.6.

1.8 "**Conditions of Approval**" is defined in Section 4.1.

1.9 "**Construction Plans**" is defined in Section 4.10.

1.10 **"Controlled Affiliate"** is defined in Section 7.3.

1.11 **"Deed of Trust"** means the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing to be executed by Stay Cal as Trustor for the benefit of City and recorded against the Property to secure the repayment of the Loan is defined in Section 5.1.

1.12 "**Stay Cal's Permitted Exceptions**" is defined in Section 3.1.

1.13 "**Environmental Laws**" is defined in Section 8.1.2.

1.14 **"Escrow Agent"** is defined in Section 3.3.

1.15 **"Financing Plan"** is defined in Section 4.6.

1.16 **"Hazardous Material**" is defined in Section 8.1.1.

1.17 **"Hazardous Materials Claims"** is defined in Section 8.7(3).

1.18 **"Grant Deed"** is defined in Section 3.1.

1.19 "**Indemnitees**" is defined in Section 4.16.

1.20 "**Loan"** is defined in Section 5.1.

1.21 "**Note**" is defined in Section 5.1.

1.22 "**Purchase Price"** is defined in Section 3.2.

1.23 "**Official Records"** means the Official Records of Contra Costa County.

1.24 "**Owner's Title Policy**" is defined in Section 3.8.2.

1.25 **"Prevailing Wage Laws"** is defined in Section 4.16.

1.26 "**Project**" is defined in Recital G.

1.27 "**Property"** is defined in Recital A.

1.28 "**Schedule of Performance**" is defined in Section 4.7.

1.29 **"Title Company"** is defined in Section 3.3.

1.30 **"Title Exceptions"** is defined in Section 3.7.

1.31 **"Title Report"** is defined in Section 3.1.

1.32 "**Transfer**" is defined in Section 7.2.

ARTICLE II
REPRESENTATIONS; EFFECTIVE DATE; CONDITIONS PRECEDENT TO DISPOSITION

2.1 Stay Cal's Representations. Stay Cal represents and warrants to City as follows, and Stay Cal covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Stay Cal shall immediately give written notice of such fact or condition to City. Stay Cal acknowledges that City shall rely upon Stay Cal's representations made herein notwithstanding any investigation made by or on behalf of City.

2.1.1 Authority. Stay Cal is a limited liability company in good standing under the laws of the State of California. The persons executing this Agreement on behalf of Stay Cal have been duly authorized to do so. This Agreement and the other City Documents (as defined below) constitute valid and binding obligations of Stay Cal, enforceable in accordance with their respective terms.

2.1.2 No Conflict. Stay Cal's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Stay Cal is a party or by which it is bound.

2.1.3 No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened that would prevent, hinder or delay the ability of Stay Cal to perform its obligations under this Agreement.

2.1.4 No Stay Cal Bankruptcy. Stay Cal is not the subject of a bankruptcy or insolvency proceeding.

2.2 Effective Date. The obligations of Stay Cal and City hereunder shall be effective as of the Effective Date which date is set forth in the preamble to this Agreement.

2.3 Conditions Precedent. City's obligation to convey the Property to Stay Cal is conditioned upon the satisfaction of all of the requirements set forth in each subsection of this Section 2.3 and in Section 3.8, unless any such condition is waived by City acting in the discretion of its City Manager. Prior to conveyance of the Property:

2.3.1 Due Authorization and Good Standing. Stay Cal's delivery to City of each of the following: (i) certificate of good standing, certified by the Secretary of State indicating that Stay Cal is properly organized and authorized to do business in the State of California, (ii) a certified resolution indicating that Stay Cal has authorized this transaction and that the persons executing the City Documents (defined below) on behalf of Stay Cal have been duly authorized to do so, (iii) copies of Stay Cal's articles of organization.

2.3.2 No Litigation. To the best of Stay Cal's knowledge, there is no litigation pending with respect to this Agreement or any City approval related to the Project, the outcome of which could materially interfere with the development of the Property as set forth herein.

2.3.3 Execution and Delivery of Documents. Stay Cal has executed, acknowledged as applicable, and delivered to City or deposited into escrow this Agreement, and all other documents required in connection with the transactions contemplated hereby, including without limitation the Note and the Deed of Trust. All of the foregoing documents, together with this Agreement and the Grant Deed are hereinafter referred to collectively as the "**City Documents**."

2.3.4 Design Review. City has reviewed and approved the Site Development Plan and Project design.

2.3.5 Permits and Approvals; Cooperation. Stay Cal has completed all CEQA requirements and obtained all entitlements, permits, licenses and approvals required for the construction of the Project on the Property, including without limitation, building permits and use permits or shall provide evidence satisfactory to City that receipt of such permits and approvals is subject only to such conditions as City may reasonably approve. Nothing in this Agreement shall be construed as approval of any City entitlements for the Project. If Stay Cal is unable to obtain all necessary entitlements, permits, licenses and approvals required for the construction of the Project on the Property prior to Closing then Stay Cal shall have the right to terminate this Agreement and the parties shall have no further obligation to each other.

2.3.6 Payment of Fees. Stay Cal has paid, when due, all customary and reasonable fees and charges in connection with the processing of permits and approvals. Certain City controlled fees and charges in connection with the processing of permits and approvals in the amount not greater than Four Hundred Thirty Thousand Dollars ($430,000) shall be deferred and repaid by Stay Cal. Stay Call will collect an additional two percent (2%) to the initial ten percent (10%) of transient occupancy tax to pay for certain City controlled fees and charges until Stay Cal is reimbursed for all non Stay Cal share of public improvements. No interest shall be charged on the deferred fees and charges.

2.3.7 Construction Plans, Budget and Schedule. City has approved the Construction Plans and specifications for the Project pursuant to Article IV, and the construction budget and schedule for the Project.

2.3.8 Financing. Within sixty (60) days but no later than thirty (30) days from the Closing Date, Stay Cal has delivered to City evidence reasonably satisfactory to City that Stay Cal has secured binding commitments for all funding required to pursue the development of the Project in excess of the Loan, subject only to commercially reasonable conditions, as more particularly described in Section 4.6.

2.3.9 Insurance and Performance Bonds. Stay Cal has provided evidence reasonably satisfactory to City that Stay Cal has obtained insurance coverage meeting the requirements set forth in Article X and shall have provided to City performance bonds or other assurance of completion reasonably satisfactory to City pursuant to the requirements set forth in Section 4.20.

2.3.10 Title. City shall have received assurance that the Deed of Trust will be recorded subject only to: (a) the provisions and effects of the City Documents, (b) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Grant Deeds, and (c) the City's Permitted Exceptions.

ARTICLE III
DISPOSITION OF THE PROPERTY

3.1 Purchase and Sale of Property. Provided that all conditions precedent set forth in this Agreement have been satisfied or waived, City shall sell to Stay Cal, and Stay Cal shall purchase from City, the fee interest in the Property in accordance with and subject to the terms, covenants and conditions of this Agreement, free and clear of all exceptions to title except: (a) the provisions and effects of the City Documents, (b) applicable building and zoning laws and regulations, (c) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Grant Deed (defined below), (d) exception numbers 6-9 and 11-14 as shown on that certain preliminary title report for the Property issued by First American Title Company and dated October 9, 2018 ("**Title Report"**), and (e) such other conditions, liens, encumbrances, restrictions, easements and exceptions as Stay Cal may approve in writing, which approval shall not be unreasonably withheld. All of the foregoing are collectively hereinafter referred to as the "**Stay Cal's Permitted Exceptions.**" Conveyance of the Property shall be effectuated by grant deed substantially in the form attached hereto as Exhibit B (the "**Grant Deed"**).

3.2 Purchase Price. City shall sell the Property to Stay Cal for the sum of One Million Six Hundred Seventy-Eight Thousand One Hundred Ten Dollars ($1,678,110.00) (the "**Purchase Price"**).

3.3 Escrow. Within thirty (30) days of the Effective Date, City and Stay Cal shall open escrow at the office of First American Title Company, 1850 Mt. Diablo Blvd., Suite 300, Walnut Creek, CA 94596, or such other title company as the Parties may agree upon ("**Title Company**" or "**Escrow Agent**") in order to consummate the conveyance of the Property to Stay Cal and the closing of escrow for the transactions contemplated hereby.

3.4 Costs of Closing and Escrow. Stay Cal shall pay all escrow fees (including the costs of preparing documents and instruments), recording fees, title insurance premiums for policies Stay Cal elects to purchase in connection with the acquisition of the Property and the financing of the Project and title report costs. City shall pay government conveyance fees and all transfer taxes. Property taxes and assessments shall be prorated as of the Closing Date. Stay Call shall pay for the cost of any lender's policy of title insurance that City elects to acquire in connection with the transactions contemplated hereby. All other costs and fees shall be paid in accordance with custom and practice in Contra Costa County.

3.5 Escrow Instructions; Deposit of Funds; Recordation of Documents. City and Stay Cal shall provide the Escrow Agent with a copy of this Agreement, which together with such supplemental instructions as City or Stay Cal may provide and which are consistent with the intent of this Agreement or which are otherwise mutually agreed upon by the Parties, shall serve as escrow instructions for the conveyance of the Property.

3.6 Closing. The Closing Date shall be the earlier to occur of the following: (i) one-hundred eighty (180) days from the expiration of the Due Diligence Period (December 9, 2018) or (ii) July 3, 2019 (the "**Closing Date" or "Close of Escrow**"). Prior to the Close of Escrow, Stay Cal shall deposit into escrow the amount of any funds Stay Cal is obligated to pay pursuant to this Agreement and the City Documents, executed and acknowledged as applicable. Provided that all conditions precedent to conveyance of the Property have been satisfied or waived, City shall deposit into escrow the executed Grant Deed and executed copies of the City Documents to which City is a party. On the Closing Date, the Escrow Agent shall cause the Grant Deed, the Deed of Trust to be recorded in the Official Records of the County of Contra Costa.

3.7 Review of Title. City shall provide or cause Title Company to provide Stay Cal with a copy of the Title Report within thirty (30) days following the Effective Date. Stay Cal shall notify City of any objections Stay Cal has to exceptions to title ("**Title Exceptions**") within ten (10) business days following Stay Cal's receipt of the Title Report. Stay Cal's failure to object within such period shall be deemed to be approval of the condition of title to the Property. If Stay Cal objects to any Title Exception, City shall use reasonable efforts at City's expense to remove from title or otherwise satisfy each such exception in a form that is reasonably satisfactory to Stay Cal no later than fourteen (14) days prior to the Closing Date.

3.8 Conditions to Closing.

3.8.1 City's Conditions to Closing. City's obligation to proceed with the conveyance of the Property is subject to Stay Cal's satisfaction or City's waiver of the following conditions:

a. No Default. There shall exist no condition, event or act which would constitute a material breach or default under this Agreement or any other City Document, or which, upon the giving of notice or the passage of time, or both, would constitute such a material breach or default.

b. Representations. All representations and warranties of Stay Cal contained herein or in any other City Document or certificate delivered in connection with the transactions contemplated by this Agreement shall be true and correct in all material respects as of the Close of Escrow.

c. Satisfaction of Conditions Precedent. All conditions set forth in Section 2.3 and each subsection thereof shall have been satisfied.

d. Lender's Title Policy. The Title Company shall, upon payment of the premium therefor, be ready to issue an ALTA Lender's Policy of Title Insurance for the benefit and protection of City (**"City Lender's Title Policy"**) in the amount of the Loan, insuring that the lien of the Deed of Trust is subject only to exceptions numbers 6-9 and 11-14 identified in that certain Preliminary Report issued by First American Title Company and dated October 9, 2018, deeds of trust and other security instruments securing all other construction and permanent financing for the Project included in Stay Cal's approved Financing Plan, and such other defects, liens, conditions, encumbrances, restrictions, easements and exceptions as City may approve in writing (collectively, the "**City's Permitted Exceptions**") and containing such endorsements as City may reasonably require, with the cost of such Title Policy to be paid by Stay Cal.

3.8.2 Stay Cal's Conditions to Closing. Stay Cal's obligation to proceed with the acquisition of the Property is subject to City's satisfaction or Stay Cal's waiver of the following conditions:

a. No Default. City shall not be in default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct in all material respects.

b. Execution of Documents. City shall have executed and acknowledged the Grant Deed and any other documents required hereunder, and shall have delivered such documents into escrow.

c. Owner's Title Policy. The Title Company shall, upon payment of the premium therefor, be ready to issue an Owner's Title Insurance Policy for the benefit and protection of Stay Cal (**"Owner's Title Policy"**) showing title to the Property vested in Stay Cal, subject only to Stay Cal's Permitted Exceptions.

ARTICLE IV
DEVELOPMENT OF THE PROPERTY

4.1 The Project. Stay Cal shall construct the Project in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "**Conditions of Approval**").

The Project will consist of a Courtyard by Marriott or an equivalent hotel brand with at least 125 rooms, an on-site restaurant, full service bar, and conference room.

4.2 Backhaul System and Security System. Due to the location and height of the Project, Stay Cal agrees to install a backhaul, a relaying system that will convey surveillance information to the City of Pittsburg Police Department ("PPD"). Stay Cal also agrees to install a camera security system compatible with PPD.

4.3 Project Approvals. Stay Cal acknowledges and agrees that execution of this Agreement by City does not constitute approval for the purpose of the issuance of building permits for the Project, does not limit in any manner the discretion of City in such approval process, and does not relieve Stay Cal from the obligation to apply for and obtain all necessary entitlements, approvals, and permits for construction of the Project on the Property including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the Project (if any), and the completion of any required environmental review.

Stay Cal covenants that it shall: (i) use best efforts to obtain all necessary permits and approvals which may be required by City or any other governmental agency having jurisdiction over the Property by the date set forth in the Schedule of Performance, (ii) comply with all Conditions of Approval, (iii) comply with all mitigation measures imposed in connection with any environmental review of the Project, and (iv) not commence construction work on the Project prior to issuance of building permits required for such work.

City staff shall work cooperatively with Stay Cal to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for construction of the Project.

4.4 Fees. Except as expressly set forth herein, Stay Cal shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, architectural review, historic review, and any subsequent approvals for the Project.

4.5 Cost of Acquisition and Construction. Except as expressly set forth herein, Stay Cal shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the acquisition of the Property and construction of the Project, and none of such costs and expenses shall be the obligation of the City.

4.6 Financing Plan. Within sixty (60) days but no later than thirty (30) days from the Closing Date, Stay Cal shall submit for City review Stay Cal's plans for financing the construction and permanent financing of the Project (hereinafter the "**Financing Plan**"). The Financing Plan shall indicate all sources of funds necessary to pay, when due, the estimated costs of Project development, including without limitation acquisition costs and hard and soft construction costs, and shall be accompanied by evidence that all such funds have been firmly committed by Stay Cal, equity investors or lending institutions, subject only to commercially reasonable conditions. The Financing Plan shall include development and operating pro formas which set out in detail Stay Cal's plan for financing the costs of acquisition, construction and operation of the Project. City staff shall promptly review the proposed Financing Plan, and acting through the City's City Manager, the City shall approve such plan in writing within fifteen (15) business days following receipt provided that the plan conforms to the requirements of this Section. If the City does not approve the Financing Plan, the City shall set forth its objections in writing and notify Stay Cal of the reasons for its disapproval. Stay Cal shall thereafter submit a revised Financing Plan that addresses the reasons for disapproval, and the City shall grant Stay Cal a reasonable extension of the time deadlines set forth in this Agreement as required to restructure the Financing Plan, subject to the outside time limit for commencement of construction set forth in Section 4.7.

4.7 Schedule of Performance. Stay Cal shall commence and complete construction of the Project and shall satisfy all other obligations of Stay Cal under this Agreement within the time periods set forth herein and in the Schedule of Performance attached hereto as Exhibit C ("**Schedule of Performance**"), as such time periods may be extended upon the mutual written consent of the Parties. Subject to force majeure, and the City's issuance of permits and approvals, Stay Cal shall commence construction of the Project not later than the date specified in the Schedule of Performance, and Stay Cal shall diligently prosecute the construction work to completion in order to allow City to issue a final certificate of occupancy within twelve (12) months following commencement of construction, but in no event later than the date specified in the Schedule of Performance. Subject to force majeure, the availability of financing, and the City's issuance of permits and approvals, Stay Cal's failure to commence or complete the Project or satisfy any other obligations of Stay Cal under this Agreement in accordance with the time periods specified in this Section 4.7 or the Schedule of Performance shall be an Event of Default hereunder.

4.8 Rights of Access. For the purpose of ensuring that the construction of the Project is completed in compliance with this Agreement, Stay Cal shall permit representatives of the City to enter upon the Property following 24 hours written notice (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided).

4.9 City Disclaimer. Stay Cal acknowledges that the City is under no obligation, and City does not undertake or assume any responsibility or duty to Stay Cal or to any third party, to in any manner review, supervise, or inspect the progress of construction or the operation of the Project. Stay Cal and all third parties shall rely entirely upon its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, contractors, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Any review or inspection undertaken by the City is solely for the purpose of determining whether Stay Cal is properly discharging its obligations under this Agreement, and shall not be relied upon by Stay Cal or any third party as a warranty or representation by the City as to the quality of the design or rehabilitation of the improvements or otherwise.

4.10 Construction Plans. By the date set forth in the Schedule of Performance, Stay Cal shall submit to City's Building Department for approval detailed construction plans for construction of the Project on the Property (the "**Construction Plans**"). As used herein "**Construction Plans**" means all construction documents upon which Stay Cal and Stay Cal's contractors shall rely in constructing the Project (including the landscaping, parking, and common areas) and shall include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans shall be based upon the scope of development set forth herein and upon the approvals issued by the City for the Project, and shall not materially deviate therefrom without the express written consent of the City.

4.11 Construction Pursuant to Plans. Stay Cal shall construct the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to the Project. Stay Cal shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental agency having jurisdiction over the Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental agency having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

4.12 Change in Construction Plans. If Stay Cal desires to make any material change in the approved Construction Plans, Stay Cal shall submit the proposed change in writing to the City for its written approval, which approval shall not be unreasonably withheld or delayed if the Construction Plans, as modified by any proposed change, conform to the requirements of this Agreement and any approvals issued by the City after the Effective Date. Unless a proposed change is approved by City within thirty (30) days, it shall be deemed rejected. If rejected, the previously approved Construction Plans shall continue to remain in full force and effect. Any change in the Construction Plans required in order to comply with applicable codes shall be deemed approved, so long as such change does not substantially nor materially change the architecture, design, function, use, or amenities of the Project as shown on the latest approved Construction Plans. Nothing in this Section is intended to or shall be deemed to modify the City's standard plan review procedures.

4.13 Defects in Plans. The City shall not be responsible to Stay Cal or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Stay Cal shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees (defined below) from and against all Claims (defined below) arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Stay Cal's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion. It is further agreed that City does not, and shall not, waive any rights against Stay Cal which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Stay Cal's deposit with City of any of the insurance policies described in this Agreement. Stay Cal's indemnification obligations pursuant to this Section shall not extend to Claims arising due to the gross negligence or willful misconduct of the Indemnitees.

4.14 Certificate of Completion for Project. Promptly after completion of construction of the Project, issuance of a final Certificate of Occupancy by the City and the written request of Stay Cal, the City will provide an instrument ("**Certificate of Completion**") so certifying, provided that at the time such certificate is requested all applicable work has been completed. The Certificate of Completion shall be conclusive evidence that Stay Cal has satisfied its obligations regarding construction of the Project.

The Certificate of Completion shall be issued substantially in the form attached hereto as Exhibit D, and at Stay Cal's option, shall be recorded in the Official Records. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Stay Cal to any holder of a deed of trust or mortgage securing money loaned to finance the Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Stay Cal has satisfied any obligation that survives the expiration of this Agreement.

4.15 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and Stay Cal shall direct its contractors and subcontractors to refrain from discrimination on such basis.

4.16 Prevailing Wage Requirements. To the full extent required by all applicable state and federal laws, rules and regulations, Stay Cal 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 shall be responsible for carrying out the requirements of such provisions. If applicable, Stay Cal shall submit to City a plan for monitoring payment of prevailing wages and shall implement such plan at Stay Cal's expense. Stay Cal may terminate this Agreement if the City's entitlements, permits or approvals are conditioned upon use of any union labor for construction or operations.

To the fullest extent permitted by law, Stay Cal shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**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 connection with the Project, 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 Stay Cal 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 City does not and shall not waive any rights against Stay Cal which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Stay Cal's deposit with City of any of the insurance policies described in this Agreement. The provisions of this Section 4.16 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project. Stay Cal's indemnification obligations set forth in this Section shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees.

4.17 Compliance with Laws. Stay Cal shall carry out and shall cause its contractors to carry out construction of the Project in conformity with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* Stay Cal shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Stay Cal's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City does not and shall not waive any rights against Stay Cal which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Stay Cal's deposit with City of any of the insurance policies described in this Agreement. Stay Cal's indemnification obligations set forth in this Section shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees. Stay Cal's defense and indemnification obligations set forth in this Section 4.17 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project.

4.18 Liens and Stop Notices. Until the expiration of the term of the Note and the Deed of Trust, Stay Cal shall use commercially reasonable efforts to not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Stay Cal. If a claim of a lien or stop notice is given or recorded affecting the Project, Stay Cal shall within forty-five (45) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged. Notwithstanding any provision to the contrary, Stay Cal shall have the right to dispute the validity of any lien or stop notice given or recorded affecting the Project.

4.19 Right of City to Satisfy Liens on the Property. If Stay Cal fails to satisfy or discharge any lien or stop notice on the Property pursuant to and within the time period set forth in Section 4.18 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Stay Cal's expense and without further notice to Stay Cal and all sums advanced by the City for such purpose shall be part of the indebtedness secured by the Deed of Trust. In such event Stay Cal shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Stay Cal to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Stay Cal. Stay Cal shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Property for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property. The City may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property.

4.20 Performance and Payment Bonds. Prior to commencement of construction work on the Project, Stay Cal shall cause its general contractor to deliver to the City copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Project. The bonds shall name the City as a co-obligee.

4.21 Insurance Requirements. Stay Cal shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article X.

ARTICLE V
CITY FINANCIAL ASSISTANCE

5.1 Loan and Note. To assist in the acquisition of the Property, City shall provide a Loan in the form of seller-financing to cover the Purchase Price in the principal amount of One Million Six Hundred Seventy-Eight Thousand One Hundred Ten Dollars ($1,678,110.00) (the "**Loan**"). The Loan shall be evidenced by a secured promissory note dated as of the Closing Date and executed by Stay Cal substantially in the form attached hereto as Exhibit E (the "**Note"**), and shall be secured by the Deed of Trust (the "**Deed of Trust**") which shall be recorded against the Property subject only to City's Permitted Exceptions.

Provided that Stay Cal has complied with all conditions precedent to disbursement of the Loan set forth in Section 5.8, City will provide the Loan at Closing.

5.2 Interest. Commencing on the Closing Date and continuing through the date that all indebtedness and other amounts payable under this Agreement and the Note are paid in full, interest on the Loan shall accrue at the rate of two percent (2%) simple interest per annum on the unpaid principal outstanding from time to time, computed on a basis of a 365 day year. Interest is due and payable upon an event of default under Article IX hereof.

5.3. Term; Extension of Term. The term of the Loan is the earlier of (i) the sale or transfer of the Property and the Project by Stay Cal, or (ii) 20 years from the Closing Date (the "**Maturity Date**"). Notwithstanding the foregoing, the City shall have the right to accelerate the maturity date and declare all sums payable under the Note immediately due and payable upon the occurrence of an Event of Default.

5.4 Repayment. Stay Cal shall make monthly principal and interest payments to the City, under this Agreement, commencing on the earlier to occur of the following: (i) the first day of the calendar month after the Courtyard by Marriott or equivalent hotel brand that Stay Cal constructs on the Property opens to the public, or (ii) two (2) years from the Closing Date, regardless of whether a Courtyard by Marriott or equivalent hotel brand has been constructed on the Property and/or is open to the public ("Monthly Payment Commencement Date") and shall continue making such monthly payments until that date that is twenty (20) years after the Monthly Payment Commencement Date (the "Maturity Date"). For purposes of illustration only: (i) if the Courtyard by Marriott or equivalent hotel brand on the Property were to open to the public on October 25, 2019, the Monthly Payment Commencement Date as defined in this Agreement would be November 1, 2019, and Stay Cal would then be obligated to commence making the required monthly principal and interest payments to City through October 1, 2039, which would represent the Maturity Date pursuant to this hypothetical example; and (ii) in the event that the Closing date of this Agreement is March 1, 2019, and the Buyer has failed to construct a Courtyard by Marriott or equivalent hotel brand that is open to the public on or before March 1, 2021, the Monthly Payment Commencement Date shall be March 1, 2021 and the Maturity Date would be February 1, 2041.

5.5 Security. As security for repayment of the Note, Stay Cal shall execute the Deed of Trust in favor of City as beneficiary pursuant to which City shall be provided a lien against Stay Cal's interest in the Property and the Project. The Deed of Trust shall be dated as of the Closing Date, shall be substantially in the form attached hereto as Exhibit F, and shall be recorded in the Official Records on the Closing Date. The Deed of Trust may be subordinated only to the City's Permitted Exceptions and such liens and encumbrances as City shall approve in writing. The City shall subordinate to any construction or permanent financing for this Project.

5.6 Use of Loan. The Loan shall be used solely to fund acquisition of the Property.

5.7 Prepayment. Stay Cal shall have the right to prepay the Loan at any time and from time to time, without penalty or premium, provided that any prepayment of principal must be accompanied by interest accrued but unpaid to the date of prepayment. Prepayments shall be applied first to accrued but unpaid interest and then to principal.

5.8 Conditions to Loan. City's obligation to fund the Loan is conditioned upon the satisfaction of all of the conditions set forth in Sections 2.3 and 3.8 and all of the following conditions:

5.8.1 The conveyance of the Property to Stay Cal;

5.8.2 Stay Cal's execution and delivery to City of this Agreement, the Note and the Deed of Trust;

5.8.3 Recordation of the Deed of Trust in the Official Record;

5.8.4 Stay Cal's delivery to City of evidence reasonably satisfactory to City that there are no mechanics' liens or stop notices related to the Property or the Project, and Stay Cal's provision to City of full waivers or releases of lien clams if required by City;

5.8.5 Stay Cal's delivery to the City of evidence of property and liability insurance coverage and payment and performance bonds in accordance with the requirements set forth herein;

5.8.6 No material adverse change as determined by City in its reasonable judgment shall have occurred in the condition of the Property or the Project or in the financial or other condition of Stay Cal since the Effective Date of this Agreement;

5.8.7 Stay Cal's delivery to City of each of the following: (i) certificate of good standing, certified by the Secretary of State indicating that Stay Cal is properly organized and authorized to do business in the State of California, (ii) a certified resolution indicating that Stay Cal has authorized this transaction and that the persons executing the City Documents on behalf of Stay Cal have been duly authorized to do so, and (iii) certified copy of Stay Cal's articles of incorporation and bylaws; and

5.8.8 City's receipt of a written estimated settlement statement showing the acquisition price, closing costs and all other amounts due in escrow for Stay Cal's acquisition of the Property.

5.9 No Obligation to Provide Loan Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to Close if any of the following circumstances occur:

5.9.1 the failure of any of Stay Cal's representations and warranties made in this Agreement or in connection with the Loan to be true and correct in all material respects;

5.9.2 the termination of this Agreement by mutual agreement of the Parties;

5.9.3 the occurrence of an Event of Default under any City Document which remains uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Default under any City Document.

5.10 Due On Sale or Encumbrance. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the Note shall be due and payable upon the Transfer absent the prior written consent of City of all or any part of or interest in the Property except as otherwise permitted pursuant to this Agreement.

5.11 Fee Deferral Agreement. City agrees to permit Stay Cal to defer certain City controlled permit and entitlement fees, pursuant to that certain Fee Deferral Agreement executed by Stay Cal substantially in the form attached to this Agreement as Exhibit H, and incorporated herein by this reference. Pursuant to the Fee Deferral Agreement, Stay Cal must repay all deferred fees within ten years of the closing date. Stay Call will collect an additional two percent (2%) to the initial ten percent (10%) of transient occupancy tax to pay for certain City controlled fees and charges until the total deferred amount is repaid.

5.12 Offsite Improvements. Stay Cal hereby agrees to share in the cost of certain public improvements, as set forth in Exhibit I, that are required to be constructed in conjunction with the Project. Costs are to be shared on a pro-rata basis, and the non-Stay Cal share is not to exceed Five Hundred Thousand Dollars ($500,000). Stay Cal will collect an additional two percent (2%) to the initial ten percent (10%) of transient occupancy tax until Stay Cal has been completely reimbursed for its cost to construct the non-Stay Cal share of certain public improvements. No interest will be charged to the City for the money advanced by Stay Cal for the non Stay Cal share of the public improvements.

ARTICLE VI
USE OF THE PROPERTY

6.1 Use. Stay Cal covenants and agrees for itself and its successors and assigns that the Property shall be used solely for the development and operation of at least 125 room Courtyard by Marriott or equivalent hotel brand in accordance with the terms and conditions of this Agreement.

6.2. Transit Occupancy Tax. Stay Cal shall charge guests using the Project a Transit Occupancy Tax of Twelve Percent (12%) of the room rate per day, as authorized pursuant to Pittsburg Municipal Code Chapter 3.12. Ten percent (10%) will be paid to the City and two percent (2%) shall be used in the following order: (i) to reimburse Stay Cal for the cost of the non-Stay Cal pro rata share of certain public improvements until Stay Cal is completely reimbursed, (ii) pay certain City controlled fees and charges pursuant to the Fee Deferral Agreement until all deferred fees are repaid, and (iii) repayment of the Loan, only if Stay Cal still has an outstanding balance.

6.3 Maintenance. Stay Cal shall, at its own expense, maintain the Property, including the landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Stay Cal agrees to maintain the Property (including without limitation, the landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Stay Cal shall use reasonable efforts to prevent and/or rectify any physical deterioration of the Property and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair.

6.4 Other Taxes and Assessments. Stay Cal shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property and payable by Stay Cal, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Stay Cal shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Stay Cal exercises its right to contest any tax, assessment, or charge, Stay Cal, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

6.4.1 Financial Obligations. Stay Cal agrees to pay its fair share of any levies imposed by any assessment district, enhanced infrastructure financing district, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; parks; sewer; water; fire; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs).

a. Landscape and Lighting. Stay Cal agrees that the

Project and Property will be subject to the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324. Stay Cal shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Property into the City's existing Lighting and Landscaping District prior to issuance of any permits for the Project.

b. Police CFD. Stay Cal agrees to cooperate with City's efforts to annex the Project and Property into City of Pittsburg Community Facilities District No. 2004-01, as adopted pursuant to Resolution No. 04-10071 (the "Police Services District") in order to fund police services made necessary by the Project. Stay Cal shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Property into the City's Police Services District prior to issuance of any permits for the Project.

c. Fire District CFD. Stay Cal agrees to cooperate with City's efforts to annex the Project and Property into Contra Costa County Fire Protection Community Facilities District 2017-1, as established by Resolutions 17-13298 and 17-13311 and Ordinance 17-1428 (the "Fire Services District") in order to fund fire services made necessary by the Project. Stay Cal shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Property into the City's Fire Services District prior to issuance of any permits for the Project.

d. Property Taxes. Stay Cal shall not seek to reduce the Property's assessed value with the Contra Costa County Assessor greater than one percent (1%).

e. eBART CFD. Stay Cal agrees to cooperate with City's efforts to annex the Project and Property into the City of Pittsburg Community Facilities District No. 2014-01 for the Railroad Avenue Specific Plan Area (the "eBART District"), established by the City in order to finance the construction of the Pittsburg Center Station. Stay Cal shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Property into the City's eBART District prior to issuance of any permits for the Project.

f. Maintenance of Project Facilities. Stay Cal agrees that if its is unable to construct a facility to treat stormwater on the Property that it will cooperate with the City's efforts to annex the Project and Property in the the City of Pittsburg Community Facilities District 2016-1 Maintenance of Project Facilities.

g. Backhaul and Security Cameras. Stay Cal agrees to cooperate with City's efforts with the purchase and installation of a police radio relay system, security cameras, and the necessary facilities (collectively, the "Equipment") that are determined by the City to be compatible to the Pittsburg Police Department's system. Stay Cal shall contribute to the cost of the purchase of the Equipment and installation in an amount not to exceed Sixty Thousand Dollars ($60,000). Upon completion of the Project and the issuance of a Certificate of Occupancy, the Equipment shall become the property of the City, to be maintained by the City. Stay Cal shall grant the City or its designee access to the Equipment at all times for maintenance and repair efforts.

h. Business License. At all times, the Stay Cal, its contractors and subcontractors are required to maintain an active business license with the City.

i. Continuing Obligations. Notwithstanding any other provision of this Agreement, Stay Cal's obligations under this Section 6.4, inclusive, shall constitute a continuing obligation and bind Stay Cal, its successors and/or assigns as long the Project exists. Stay Cal's obligations under this Section 6.4 shall survive this Agreement's termination and continue in full force and effect until the Project ceases and all entitlements are vacated. Failure by Stay Cal of any of the obligations listed in this Section 6.4 will constitute a Default under Section 9.1.

6.5 Obligation to Refrain from Discrimination. Stay Cal shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Stay Cal covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Stay Cal or any person claiming under or through Stay Cal establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Stay Cal shall include such provision in all deeds, leases, contracts and other instruments executed by Stay Cal, and shall enforce the same diligently and in good faith.

6.6 City Agreement regarding use of Hotel Rooms. Stay Cal agrees to enter into a separate agreement with City whereby City has the right to reserve up to fifty (50) rooms each year, subject to availability, at an agreed upon rate, for the use of dignitaries visiting the City.

ARTICLE VII

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF STAY CAL; CITY OPTION

7.1 Change Pursuant to this Agreement. Stay Cal and its principals have represented that they possess the necessary expertise, skill and ability to carry out the construction of the Project pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Stay Cal and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Stay Cal. No voluntary or involuntary successor, assignee or transferee of Stay Cal shall acquire any rights or powers under this Agreement, except as expressly provided herein.

7.2 Prohibition on Transfer. Prior to the payment of all sums owed under the Note, Stay Cal shall not, except as expressly permitted by this Agreement and subject to payment of all sums due to the City , directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property or this Agreement, without the prior written approval of City, which approval shall not be unreasonably withheld. Any such attempt to assign this Agreement without City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to payment of all sums owed under the Note, except as expressly permitted by this Agreement and subject to payment of all sums due to the City, Stay Cal shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than forty-nine percent (49%) in aggregate of the present ownership and/or control of Stay Cal.

7.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the rental of hotel rooms; (iv) assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Project or (v) a Transfer to an entity which is under the direct control of Stay Cal ("**Controlled Affiliate**").

7.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property or portion thereof if all of the following requirements are met (provided however, the requirements of this Section 7.4 shall not apply to Transfers described in clauses (i) through (v) of Section 7.3):

7.4.1 The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete the Project and to otherwise fulfill the obligations undertaken by the Stay Cal under this Agreement.

7.4.2 Stay Cal and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of this Agreement, the Property or interest therein together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

7.4.3 The proposed transferee shall expressly assume all of the rights and obligations of Stay Cal under this Agreement and the City Documents arising after the effective date of the Transfer and all obligations of Stay Cal arising prior to the effective date of the Transfer (unless Stay Cal expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Stay Cal's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement.

7.4.4 The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in a form recordable in the Official Records.

Consent to any proposed Transfer may be given by the City's City Manager unless the City Manager, in his or her discretion, refers the matter of approval to the City Council. If a proposed Transfer has not been approved by City in writing within thirty (30) days following City's receipt of written request by Stay Cal, it shall be deemed rejected.

7.5 Effect of Transfer without City Consent.

7.5.1 In the absence of specific written agreement by the City, no Transfer by Stay Cal shall be deemed to relieve the Stay Cal or any other party from any obligation under this Agreement.

7.5.2 Without limiting any other remedy City may have under this Agreement, or under law or equity, it shall be an Event of Default hereunder entitling City to terminate this Agreement if without the prior written approval of the City, Stay Cal assigns or Transfers this Agreement or the Property prior to repayment of the Loan. This Section 7.5.2 shall not apply to Transfers described in clauses (i) through (v) of Section 7.3.

7.5.3 If, in violation of this Agreement, Stay Cal Transfers all or any part of the Property or the Project, the City shall be entitled to receive from Stay Cal the amount by which the consideration payable for such Transfer exceeds the sum of (a) Purchase Price, and (b) the costs incurred by Stay Cal in connection with the improvement and development of the Property, including carrying charges, interest, fees, taxes, assessments and escrow fees. Such excess consideration shall belong to and be paid to the City by the Stay Cal and until so paid, the City shall have a lien on the Property for such amount. The provisions of this Section 7.5.3 have been agreed upon so as to discourage land speculation by Stay Cal; accordingly, these provisions shall be given a liberal interpretation to accomplish that end.

7.6 Recovery of City Costs. Stay Cal shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to affect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Stay Cal of an invoice detailing such costs. Stay Cal's obligation to pay an invoice from the City shall be conditioned upon the City delivering a written quote to Stay Cal as to the cost of providing any contemplated services under this provision prior to commencing such work.

ARTICLE VIII
CONDITION OF THE SITE; ENVIRONMENTAL MATTERS

8.1 Definitions.

8.1.1. "**Hazardous Material**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methyl tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

8.1.2 "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C.

§ 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 et seq.), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 et seq.), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 et seq.).

8.2 Property Sold "AS IS." Stay Cal specifically acknowledges that the City is selling and Stay Cal is purchasing the Property on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis and that Stay Cal is not relying on any representations or warranties of any kind whatsoever, express or implied, from City or its employees, City Council members, agents, or brokers as to any matters concerning the Property. The City makes no representations or warranties as to any matters concerning the Property, including without limitation: (i) the quality, nature, adequacy and physical condition of the Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the property for any particular purpose, (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vi) the compliance of the Property or its operation with any Environmental Laws, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence or removal of Hazardous Materials, substances or wastes on, under or about the Property or the adjoining or neighboring property, (viii) the quality of any labor and materials used in any improvements on the Property, (ix) the condition of title to the Property, (x) the leases, service contracts, or other agreements affecting the Property, or (xi) the economics of the operation of the Property.

8.3 Stay Cal to Rely on Own Experts. Stay Cal understands that notwithstanding the delivery by City to Stay Cal of any materials, including, without limitation, third party reports, Stay Cal will rely entirely on Stay Cal's own experts and consultants and its own independent investigation in proceeding with the acquisition of the Property.

8.4 Right of Entry. Prior to the Close of Escrow, Stay Cal and Stay Cal's authorized representatives may enter upon and conduct further reviews and assessments of the physical and environmental condition of the Property and the condition of the existing improvements. City may require Stay Cal to execute a right of entry agreement satisfactory to City prior to entry onto the Property for such purpose and shall require Stay Cal to provide proof of liability insurance acceptable to City. Stay Cal's inspection, examination, survey and review of the Property shall be at Stay Cal's sole expense. Stay Cal shall provide City with copies of all reports and test results promptly following completion of such reports and testing. Stay Cal hereby agrees to notify the City twenty-four (24) hours in advance of its intention to enter the Property and will provide workplans, drawings, and descriptions of any intrusive sampling it intends to do. Stay Cal must keep the Property in a safe condition during its entry. Stay Cal shall repair, restore and return the Property to its condition immediately preceding Stay Cal's entry thereon at Stay Cal's sole expense. Stay Cal will not permit any mechanics liens, stop notices or other liens or encumbrances to be placed against the Property prior to Close of Escrow. Without limiting any other indemnity provisions set forth in this Agreement, to the fullest extent permitted by law, Stay Cal shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims resulting from or arising in connection with entry upon the Property by Stay Cal or Stay Cal's agents, employees, consultants, contractors or subcontractors pursuant to this Section 8.5. Stay Cal's indemnification obligations set forth in this Section 8.5 shall survive the Close of Escrow and the termination of this Agreement.

8.5 Release by Stay Cal. Effective upon the Close of Escrow, Stay Cal WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES the City, its officers, City Council members, employees, agents, consultants and contractors, and any other person acting on behalf of the City, from any and all Claims, direct or indirect, known or unknown, foreseen or unforeseen, which Stay Cal now has or which may arise in the future on account of or in any way arising out of or in connection with the physical condition of the Property, the presence of Hazardous Materials in, on, under or about the Property, or any law or regulation applicable thereto including, without limiting the generality of the foregoing, all Environmental Laws.

STAY CAL ACKNOWLEDGES THAT STAY CAL IS FAMILIAR WITH 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.

BY INITIALING BELOW, STAY CAL EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH RESPECT TO THE FOREGOING RELEASE:

Stay Cal's initials: ____________

8.6 Stay Cal's Post-Closing Obligations. Stay Cal hereby covenants and agrees that:

8.6.1 Stay Cal shall not knowingly permit the Property, the Project or any portion of either to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence or release of Hazardous Materials in, on, under, about or from the Property or Project with the exception of cleaning supplies and other materials customarily used in construction, rehabilitation, use or maintenance of residential properties similar in nature to the Property and used, stored and disposed of in compliance with Environmental Laws.

8.6.2 Stay Cal shall keep and maintain the Property, the Project and each portion thereof in compliance with, and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Environmental Laws.

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

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

8.7 Environmental Indemnity. To the greatest extent allowed by law, Stay Cal shall indemnify, defend (with counsel approved by City) and hold Indemnitees harmless from and against all Claims resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Material on, under, in or about the Property, or the transportation of any such Hazardous Material to or from, the Property, or (ii) the failure of Stay Cal, Stay Cal's employees, agents, contractors, subcontractors, or any person acting on behalf of or as the invitee of any of the foregoing to comply with Environmental Laws, unless caused by the City's active negligence. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property 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 Material, and irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Laws.

8.8 No Limitation. Stay Cal hereby acknowledges and agrees that Stay Cal's duties, obligations and liabilities under this Agreement are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Material, whether the City obtained such information from the Stay Cal or from its own investigations, unless such information was known to the City at the time of execution of this Agreement and/or the time of the close of escrow for the conveyance of the Property to the Stay Cal but not disclosed to Stay Cal.

ARTICLE IX
DEFAULTS, REMEDIES AND TERMINATION

9.1 Event of Default. The following events shall constitute an event of default on the part of Stay Cal ("**Event of Default**"):

9.1.1 Stay Cal fails to commence or complete construction of the Project within the times set forth in Section 4.7, or subject to force majeure, abandons or suspends construction of the Project prior to completion for a period of sixty (60) days or more;

9.1.2 Stay Cal fails to pay when due the principal and interest (if any) payable under the Note or the Fee Deferral Agreement and such failure continues for thirty (30) days;

9.1.3 A Transfer occurs, either voluntarily or involuntarily, in violation of Article VII;

9.1.4 Stay Cal fails to maintain insurance as required pursuant to this Agreement, and Stay Cal fails to cure such default within ten (10) days;

9.1.5 Subject to Stay Cal's right to contest the following charges pursuant to Section 6.3, if Stay Cal fails to pay prior to delinquency taxes or assessments due on the Property or the Project or fails to pay when due any other charge that may result in a lien on the Property or the Project, and Stay Cal fails to cure such default within thirty (30) days of date of delinquency, but in all events upon the imposition of any such tax or other lien;

9.1.6 A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

9.1.7 Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to City in connection with this Agreement or Stay Cal's request for the Loan proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City;

9.1.8 If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Stay Cal or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Stay Cal or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Stay Cal or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

9.1.9 A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging Stay Cal to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of Stay Cal or seeking any arrangement for Stay Cal under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Stay Cal in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Stay Cal;

9.1.10 Stay Cal shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

9.1.11 The Stay Cal shall have voluntarily suspended its business or Stay Cal shall have been dissolved or terminated;

9.1.12 An event of default arises under any City Document and remains uncured beyond any applicable cure period; or

9.1.13 Stay Cal defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 9.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Stay Cal; 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 Stay Cal 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 sixty (60) days after receipt of notice of the default.

9.2 City's Right to Terminate Agreement. If an Event of Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Stay Cal, all limited partners of Stay Cal and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Stay Cal under this Agreement, shall expire and terminate.

9.3 City's Remedies and Rights Upon an Event of Default. Upon the occurrence of an Event of Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, without notice to or demand upon Stay Cal, except for notices or demands required by law or expressly required pursuant to the City Documents, exercise one or more of the following remedies:

9.3.1 Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable;

9.3.2 Seek specific performance to enforce the terms of the City Documents;

9.3.3 Foreclose on the Property pursuant to the Deed of Trust;

9.3.4 Pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and City's rights thereunder.

9.4 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the City are cumulative, and the exercise by City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by Stay Cal.

9.5 Inaction Not a Waiver of Default. No failure or delay by City in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive City of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

9.6 Right of Reverter. If following conveyance of the Property to Stay Cal, Stay Cal (i) fails to begin construction of the Project within the time specified in Section 4.7 as such date may be extended pursuant to the terms hereof, (ii) abandons or suspends construction of the Project for a period of sixty (60) days after written notice from City unless, within such 60-day period, either the limited partners of Stay Cal or a lender holding a senior encumbrance against the Property that constitutes a Permitted Exception has declared Stay Cal to be in default for suspension of construction and has commenced action to cure the default and thereafter fully resumes construction by no later than ninety (90) days after receipt of notice of the default, which action shall constitute cure for purposes of this paragraph, or (iii) directly or indirectly, voluntarily or involuntarily Transfers the Property or this Agreement in violation of Article VII, the City may re-enter and take possession of the Property or any portion thereof with all improvements thereon without payment or compensation to Stay Cal, and revest in the City the estate theretofore conveyed to Stay Cal. The interest created pursuant to this Section 9.6 shall be a "power of termination" as defined in California Civil Code Section 885.010, and shall be separate and distinct from the City's option to purchase the Property under the same or similar conditions specified in Section 9.7. City's rights pursuant to this Section 9.6 shall not defeat, render invalid or limit any mortgage or deed of trust permitted by this Agreement or any rights or interests provided in this Agreement for the protection of the holders of such mortgages or deeds of trust.

The rights established in this Section 9.6 are to be interpreted in light of the fact that the City will convey the Property to the Stay Cal for completion of the Project as specified herein and not for speculation.

9.7 Option to Purchase, Enter and Possess. The City shall have the additional right at its option to purchase, enter and take possession of Property with all improvements thereon (the "**Repurchase Option**"), if after conveyance of the Property, Stay Cal (i) fails to begin construction of the Project within the time specified in Section 4.7 as such date may be extended pursuant to the terms hereof, (ii) abandons or suspends construction of the Project for a period of sixty (60) days after written notice from City unless, within such 60-day period, either the limited partners of Stay Cal or a lender holding a senior encumbrance against the Property that constitutes a Permitted Exception has declared Stay Cal to be in default for suspension of construction and has commenced action to cure the default and thereafter fully resumes construction by no later than ninety (90) days after receipt of notice of the default, which action shall constitute cure for purposes of this paragraph, (iii) fails to complete construction of the Project by the time specified in Section 4.7 as such date may be extended pursuant to the terms hereof, or (iv) directly or indirectly, voluntarily or involuntarily Transfers the Property or this Agreement in violation of Article VII.

To exercise the Repurchase Option, the City shall pay to Stay Cal cash in an amount equal to:

(i) The Purchase Price; plus

(ii) The fair market value of any new improvements existing on the Property at the time of exercise of the Repurchase Option; less

(iii) Any gains or income withdrawn or made by the Stay Cal from the applicable portion of the Property or the improvements thereon; less

(iv) The value of any liens or encumbrances on the applicable portion of the Property the City assumes or takes subject to; less

(v) Any damages to which the City is entitled under this Agreement by reason of Stay Cal's default.

In order to exercise the Repurchase Option, City shall give Stay Cal notice of such exercise, and Stay Cal shall, within thirty (30) days after receipt of such notice, provide City with a summary of all of Stay Cal's costs incurred as described in this Section. Within thirty (30) days of City's receipt of such summary, City shall pay into an escrow established for such purpose cash in the amount of all sums owing pursuant to this Section 9.7, and Stay Cal shall execute and deposit into such escrow a grant deed transferring to City all of Stay Cal's interest in the Property, or portion thereof, as applicable and the improvements located thereon.

9.8 Opportunity to Cure. Notwithstanding Sections 9.6 and 9.7, prior to exercising any rights of reverter or repurchase or any other rights granted under Sections 9.6 or 9.7, City shall give Stay Cal and the limited partners of Stay Cal written notice of its intent to exercise such right(s). Stay Cal and/or Stay Cal's limited partners shall have the right to cure the default giving rise to any right City asserts. If such default continues for 30 days after the date upon which City shall have given written notice of the default to Stay Cal and Stay Cal's limited partners, City may then proceed to exercise any rights it may have under Sections 9.6 or 9.7. For purposes of this Section, the following shall be deemed to cure any alleged default specified in subparagraphs (i)-(iii) of Sections 9.6 and 9.7:

(i) If the alleged default or defect is in failing to timely commence construction, commencement of construction within the 30-day cure period shall be deemed to cure the alleged default;
(ii) If the alleged default or defect is in failing to complete construction, substantial completion of construction within the 30-day cure period shall be deemed to cure the alleged default;
(iii) If the alleged default or defect is in abandoning or suspending construction, resuming construction within the 30-day cure period shall be deemed to cure the alleged default;
(iv) If the alleged default or defect is in making or allowing an improper Transfer, effective cancelation or novation of such Transfer within the 30-day cure period shall be deemed to cure the alleged default;

9.9 Memorandum of Right of Reverter/Option to Purchase. The Parties shall cause a memorandum or memoranda of the rights granted to the City in Sections 9.6 and 9.7 of this Agreement to be recorded in the Official Records at the time of the Close of Escrow for conveyance of the Property to Stay Cal. In lieu of such memorandum, the rights afforded City pursuant to Sections 9.6 and 9.7 may be described in the Grant Deed.

9.10 Construction Plans. If this Agreement is terminated pursuant to Section 9.2, the Stay Cal, at no cost to the City, shall deliver to City copies of any construction plans and studies in Stay Cal's possession or in the possession of the Stay Cal's consultants related to development of the Project on the Property, subject to the rights of third parties. In the event the City utilizes the construction plans or studies, the City shall indemnify Stay Cal for any claims arising from the use of construction plans or studies by the City pursuant to this Section 9.10.

9.11 Rights of Mortgagees. Any rights of the City under this Article IX shall not defeat, limit or render invalid any mortgage or deed of trust permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of such instruments. Any conveyance or reverter of the Property to the City pursuant to this Article IX shall be subject to mortgages and deeds of trust permitted by this Agreement.

ARTICLE X
INDEMNITY AND INSURANCE.

10.1 Indemnity. To the fullest extent permitted by law, Stay Cal shall indemnify, defend (with counsel approved by City) and hold Indemnitees harmless from and against any and all Claims, including without limitation, Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Stay Cal's or Stay Cal's contractors, subcontractors, agents or employees development, construction, improvement, operation, ownership or maintenance of the Project or the Property, or any part thereof or otherwise arising out of or in connection with Stay Cal's performance under this Agreement. Stay Cal's indemnification obligations under this Section 10.1 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10.1 shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. It is further agreed that City does not and shall not waive any rights against Stay Cal that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Stay Cal, of any of the insurance policies described in this Agreement.

10.2 Liability and Workers Compensation Insurance. Prior to initiating work on the Project and continuing through the issuance of the Certificate of Completion, Stay Cal and all contractors working on behalf of Stay Cal shall maintain and keep in force at Stay Cal's expense, insurance coverage with respect to the Property and the Project in accordance with the requirements set forth in Exhibit G attached hereto and incorporated herein.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1 No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

11.2 Enforced Delay; 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 acts or failures to act of City which shall not excuse performance by City), or any other cause beyond the affected Party's reasonable control. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Parties (the City acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). The Parties acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the Project shall not constitute grounds of enforced delay pursuant to this Section. 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.

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

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

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

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

(iv) facsimile or email transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail.

(v.) mail or by overnight delivery, or (b) 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 nonbusiness day.

City:	City of Pittsburg 65 Civic Avenue Pittsburg, CA 95465 Attention: City Manager
Stay Cal:	Stay Cal Pittsburg, LLC 2110 S. El Camino Real San Mateo, CA 94403 Attention: Hiten Suraj

11.4 Attorneys' Fees. If any Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

11.5 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and 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 Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

11.6 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement 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 or under law.

11.7 Survival. All representations made by Stay Cal hereunder and Stay Cal's obligations pursuant to Sections 4.13, 4.16, 4.17, 8.5, 8.8, and 10.1 shall survive the expiration or termination of this Agreement and the issuance and recordation of a Certificate of Completion. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by any grant deed conveying the Property to Stay Cal or any successor in interest, and neither such grant deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein.

11.8 Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. 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, 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.

11.9 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

11.10 Entire Agreement. This Agreement, including Exhibits A through I attached hereto and incorporated herein by this reference, together with the other City Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by email and shall be deemed as binding as if an originally signed counterpart was delivered.

11.12 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this

Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

11.13 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

11.14 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

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

11.16 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of California.

11.17 Governing Law; Venue. 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.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

CITY

CITY OF PITTSBURG,
A MUNICIPAL CORPORATION

By: ______________________________
Joe Sbranti, City Manager

ATTEST:

By: Alice Evenson
Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: ______________________________
Donna Mooney, City Attorney

STAY CAL

STAY CAL PITTSBURG, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

By:______________________________

Its:______________________________

By:______________________________

Its:______________________________

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

CITY

CITY OF PITTSBURG,
A MUNICIPAL CORPORATION

By: ______________________________
Joe Sbranti, City Manager

ATTEST:

By: ______________________________
Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: ______________________________
Donna Mooney, City Attorney

STAY CAL

STAY CAL PITTSBURG, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

By: ______________________________

Its: Managing Member
HITEN SURAJ

~~By:~~ ______________________________

~~Its:~~ ______________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On November 14, 2018 before me, Haidi C. Muro, Notary Public, personally appeared Joe Sbranti, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature Haidi C Muro (Seal)

HAIDI C. MURO
Commission # 2091836
Notary Public - California
Contra Costa County
My Comm. Expires Nov 28, 2018

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ~~Contra Costa~~ San Mateo SP)

On Dec. 5, 2018 before me, Shital Patel, Notary Public, personally appeared, Hiten Suraj,
proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature SPatel

SHITAL PATEL
COMM. # 2242779
NOTARY PUBLIC • CALIFORNIA
SAN MATEO COUNTY
Comm. Exp. JUNE 11, 2022

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

RECORDED AT THE REQUEST OF:

copy/duplicate has not been compared to original document

RETURN RECORDED COPY TO:
CCITY OF PITTSBURG
ENGINEERING RECORDS SECTION
65 CIVIC AVENUE
PITTSBURG, CA 94565-3814

08/10/2018,20180128209

PARCEL MAP WAIVER FOR A LOT LINE ADJUSTMENT
PMW 18-02

OWNER: Garaventa Enterprises, Inc
PROPERTY ADDRESS: Center Drive
Pittsburg, CA 94565
ASSESSOR PARCEL NO.: 086-100-040 & 086-100-041

I, Richard Abono, City Engineer for the City of Pittsburg, do hereby waive the parcel map requirements (pursuant to the State of California Subdivision Map Act Section 66412 and the City of Pittsburg Municipal Code Section 17.04.050) for the lot line adjustment described and shown on the attached Exhibits "A" and "B".

The resulting parcels conform to the City of Pittsburg ordinances as to area, improvement and design, flood water drainage control, appropriate improved public roads, sanitary sewer facilities, water supply availability, environmental protection and other requirements pursuant thereto.

This certificate and the attached exhibits do not constitute a parcel map or legal record of survey and are only to certify that this lot line adjustment does not require the filing of a parcel map.

I certify that this Parcel Map Waiver conforms to the requirements of the Subdivision Map Act and local ordinances.

8/10/18
Date

Richard Abono
City Engineer PE 65440

City of Pittsburg
Exp. 09/30/2019

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On August 10, 2018 before me, Amanda J McVey, Notary Public

personally appeared Richard Abono,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amanda J McVey

AMANDA J. MCVEY
Commission # 2120608
Notary Public - California
Contra Costa County
My Comm. Expires Jul 24, 2019

AUGUST 8, 2018
JOB NO. 1504-000

EXHIBIT A
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT PMW 18-02
PARCEL 1

REAL PROPERTY SITUATE IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 1 AND A PORTION OF PARCEL 2, AS SAID PARCELS ARE DESCRIBED IN THAT GRANT DEED TO GARAVENTA ENTERPRISES RECORDED SEPTEMBER 19, 2014, AS DOCUMENT NUMBER 2014-0160037, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID PARCEL 2;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHWEST LINE OF SAID PARCEL 2, NORTH 75°42'43" WEST, 286.48 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWEST LINE, ALONG THE ARC OF A TANGENT 514.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°06'42", AN ARC DISTANCE OF 45.86 FEET;

THENCE, LEAVING SAID SOUTHWEST LINE, NORTH 17°42'22" EAST, 326.07 FEET TO A POINT ON THE NORTHWEST LINE OF SAID PARCEL 2;

THENCE, ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL 2 AND SAID PARCEL 1 THE FOLLOWING SEVENTEEN (17) COURSES:

1) SOUTH 72°17'38" EAST, 13.83 FEET,
2) SOUTH 27°17'38" EAST, 7.44 FEET,
3) SOUTH 72°17'38" EAST, 10.22 FEET,
4) SOUTHERLY, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 86°22'10" WEST, THROUGH A CENTRAL ANGLE OF 14°04'32', AN ARC DISTANCE OF 4.79 FEET,
5) SOUTH 72°17"38" EAST, 28.00 FEET,
6) NORTHERLY, ALONG THE ARC OF A NON-TANGENT 19.50 FOOT CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 72°17'38" EAST, THROUGH A CENTRAL ANGLE OF 11°28'15", AN ARC LENGTH OF 3.90 FEET,
7) SOUTH 74°03'49" EAST, 9.86 FEET,
8) NORTH 62°42'22" EAST, 8.23 FEET,
9) SOUTH 72°17'38" EAST, 135.81 FEET,
10) ALONG THE ARC OF A NON-TANGENT 192.46 FOOT CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 17°44'07" WEST, THROUGH A CENTRAL ANGLE OF 5°40'02", AN ARC LENGTH OF 19.04 FEET,

G:\1504\ACAD\plats\LEGALS\LG21_LLA PARCEL 1.docx

11) ALONG THE ARC OF A COMPOUND 40,493.50 FOOT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°01'42", AN ARC LENGTH OF 20.10 FEET,

12) ALONG THE ARC OF A REVERSE 210.50 FOOT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°43'29", AN ARC LENGTH OF 21.03 FEET,

13) SOUTH 72°17'38" EAST, 83.39 FEET,

14) ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91°58'34", AN ARC LENGTH OF 40.13 FEET,

15) ALONG THE ARC OF A COMPOUND 420.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°28'47", AN ARC LENGTH OF 76.82 FEET,

16) ALONG THE ARC OF A REVERSE 1,010.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°57'26", AN ARC LENGTH OF 157.90 FEET,

17) THROUGH THE ARC OF A REVERSE 80.00 FOOT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°25'04", AN ARC LENGTH OF 45.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 111,874 SQUARE FEET, OR 2.57 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, EXHIBIT B, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

MARK H. WEHBER, P.L.S.
L.S. NO. 7960

AUGUST 8, 2018
JOB NO. 1504-000

EXHIBIT A
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT PMW 18-02
PARCEL 2

REAL PROPERTY SITUATE IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS DESCRIBED IN THAT GRANT DEED TO GARAVENTA ENTERPRISES RECORDED SEPTEMBER 19, 2014, AS DOCUMENT NUMBER 2014-0160037, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID PARCEL 2;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHWEST LINE OF SAID PARCEL 2, NORTH 75°42'43" WEST, 286.48 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWEST LINE, ALONG THE ARC OF A TANGENT 514.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°06'42", AN ARC DISTANCE OF 45.86 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL 2 THE FOLLOWING FOURTEEN (14) COURSES:

1) CONTINUING ALONG THE ARC OF A 514.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 09°10'35" WEST, THROUGH A CENTRAL ANGLE OF 01°12'45", AN ARC DISTANCE OF 10.88 FEET,
2) ALONG THE ARC OF A REVERSE 514.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°36'45", AN ARC DISTANCE OF 41.38 FEET,
3) NORTH 77°25'24" WEST 362.34 FEET,
4) NORTH 17°42'22" EAST 262.92 FEET,
5) NORTH 14°10'19" EAST 49.50 FEET,
6) ALONG THE ARC OF A NON-TANGENT 2.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°33'57" EAST, THROUGH A CENTRAL ANGLE OF 89°27'52", AN ARC DISTANCE OF 3.90 FEET,
7) ALONG THE ARC OF A REVERSE 265.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°26'12", AN ARC DISTANCE OF 140.77 FEET,
8) ALONG THE ARC OF A NON-TANGENT 289.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°57'59" WEST, THROUGH A CENTRAL ANGLE OF 21°44'23", AN ARC DISTANCE OF 109.66 FEET,
9) SOUTH 17°42'22" WEST 30.87 FEET,

10) SOUTH 72°17'38" EAST 54.10 FEET,
11) ALONG THE ARC OF A TANGENT 88.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°22'16", AN ARC DISTANCE OF 51.25 FEET,
12) NORTH 74°20'06" EAST 97.04 FEET,
13) NORTH 17°42'22" EAST 72.94 FEET,
14) SOUTH 72°17'38" EAST 78.60 FEET;

THENCE, LEAVING SAID EXTERIOR BOUNDARY LINES, SOUTH 17°42'22" WEST 326.07 FEET TO SAID POINT OF BEGINNING.

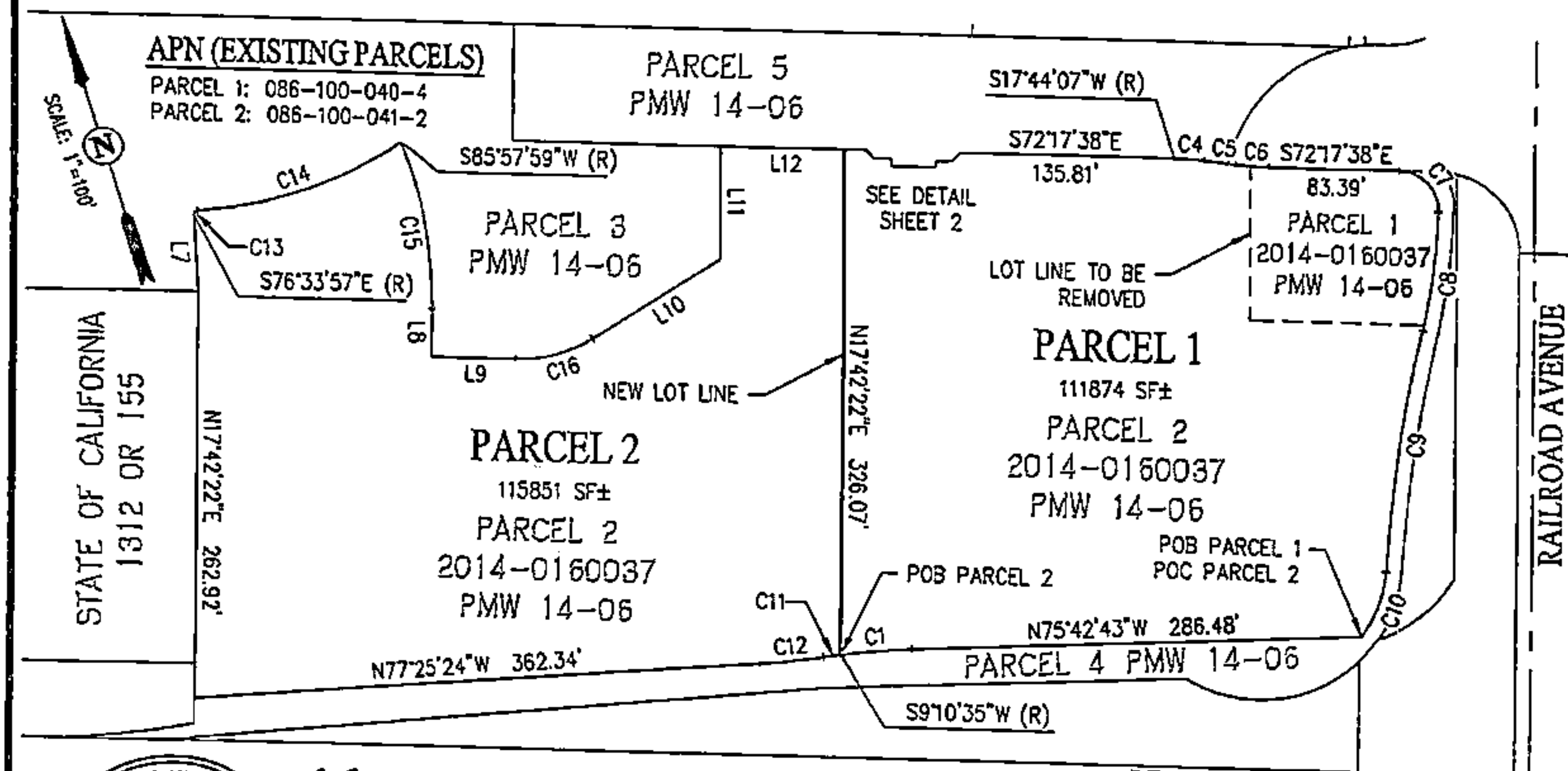
CONTAINING 115,851 SQUARE FEET, OR 2.66 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, EXHIBIT B, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

MARK H. WEHBER, P.L.S.
L.S. NO. 7960

LICENSED LAND SURVEYOR
MARK H. WEHBER
No. 7960
STATE OF CALIFORNIA



STATE HIGHWAY 4

SEE SHEET 2 FOR LINE AND CURVE DATA

LICENSED LAND SURVEYOR
MARK H. WEBER
7960
STATE OF CALIFORNIA

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PMW	PARCEL MAP WAIVER
(R)	RADIAL

EXHIBIT B

LOT LINE ADJUSTMENT - PMW 18-02
PARCEL 1 AND PARCEL 2, DOC. NO. 2014-0160037
CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
AUGUST 8, 2018

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
WWW.CBandG.COM
SAN RAMON • (925) 866-0322
WEST SACRAMENTO • (916) 375-1877

JOB NO. 1504-015

8/8/2018 1:37 PM

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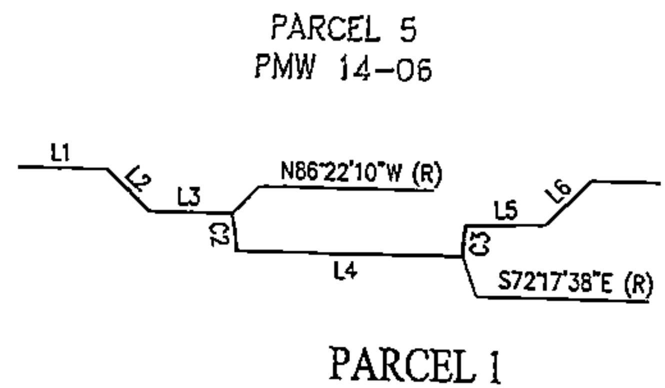
LINE TABLE		
NO	BEARING	LENGTH
L1	S72°17'38"E	13.83'
L2	S27°17'38"E	7.44'
L3	S72°17'38"E	10.22'
L4	S72°17'38"E	28.00'
L5	S74°03'49"E	9.86'
L6	N62°42'22"E	8.23'
L7	N14°10'19"E	49.50'
L8	S17°42'22"W	30.87'
L9	S72°17'38"E	54.10'
L10	N74°20'06"E	97.04'
L11	N17°42'22"E	72.94'
L12	S72°17'38"E	78.60'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	514.00'	5°06'42"	45.86'
C2	19.50'	14°04'32"	4.79'
C3	19.50'	11°28'15"	3.90'
C4	192.46'	5°40'02"	19.04'
C5	40493.50'	0°01'42"	20.10'
C6	210.50'	5°43'29"	21.03'
C7	25.00'	91°58'34"	40.13'
C8	420.00'	10°28'47"	76.82'
C9	1010.00'	8°57'26"	157.90'
C10	80.00'	32°25'04"	45.26'
C11	514.00'	1°12'45"	10.88'
C12	514.00'	4°36'45"	41.38'
C13	2.50'	89°27'52"	3.90'
C14	265.00'	30°26'12"	140.77'
C15	289.00'	21°44'23"	109.66'
C16	88.00'	33°22'16"	51.25'



DETAIL
NOT TO SCALE

SHEET 2 OF 2

EXHIBIT B

LOT LINE ADJUSTMENT- PMW 18-02
PARCEL 1 AND PARCEL 2, DOC. NO. 2014-0160037
CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
AUGUST 8, 2018

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SAN RAMON • (925) 866-0322
WEST SACRAMENTO • (916) 375-1877

JOB NO. 1504-015

8/8/2018 1:38 PM

Exhibit B

FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Stay Cal Pittsburg, LLC
2110 S. El Camino Real
San Mateo, CA 94403
Attention: Hiten Suraj

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Parcel 1 of Parcel Map Waiver for a Lot Line Adjustment PMW 18-02

GRANT DEED

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Pittsburg, a municipal corporation (the "**City**"), hereby grants and conveys to Stay Cal Pittsburg LLC, a California limited liability company ("**Stay Cal**"), real property adjacent to the intersection of Railroad Avenue and Center Drive in the City of Pittsburg, County of Contra Costa, State of California, identified as Parcel 1 of Parcel Map Waiver for a Lot Line Adjustment PMW 18-02 (the "**Property**"), which encompasses approximately 111,874 square feet, as more particularly described in Exhibit A attached hereto and incorporated in this grant deed ("**Grant Deed**") by this reference.

RECITALS

A. The City and Garaventa Enterprises Inc., a California corporation ("**Garaventa**") executed a Development Agreement relating to the Property, dated May 5, 2014, and thereafter recorded in the official records of the Contra Costa County Recorder, and as may be amended from time to time.

B. The City and Garaventa amended the Development Agreement on _________, 2018, and thereafter recorded in the official records of the Contra Costa County Recorder.

C. Garaventa and Stay Cal executed a Purchase and Sale Agreement ("**PSA**"), dated [INSERT DATE] for the sale and purchase of Parcel 1.

D. Garaventa and City have executed an Assignment and Assumption Agreement of Purchase and Sale Agreement, whereby Garavetna has assigned its rights and responsibilities to the City and the City has assumed those rights and responsibilities pursuant to the PSA.

E. The City and Stay Cal Pittsburg LLC executed an Amended and Restated Purchase and Sale Agreement ("**Amended and Restated PSA**") on ___________, 2018, and thereafter recorded in the official records of the Contra Costa County Recorder.

F. The City desires to sell to Stay Cal and Stay Cal desires to purchase from City the Property.

NOW THEREFORE, in consideration of the foregoing recitals and for the purposes and consideration of the covenants hereinafter contained, City and Agency agree as follows:

1. Resolution to Transfer. The Property is conveyed subject to Resolution 18-XXXXX adopted on _______, 2018 by the City Council.

2. Development of Property. Stay Cal hereby covenants and agrees to develop the Property into a Courtyard by Marriott or an equivalent hotel brand consisting of at least 125 rooms, an on-site restaurant, a full service bar, and a conference room, as more thoroughly described in the Amended and Restated PSA (the "**Project**"). Development of the Project will be in the best interests of the City and will materially contribute to the health and welfare of the citizens of the City.

3. Schedule of Performance. Stay Cal is subject to Section 4.7 of the Amended and Restated PSA, Schedule of Performance (the "**Schedule**") and failure to meet the specified dates in the Schedule is a default. The City shall have all remedies available under the Amended and Restated PSA.

4. Right of Reverter. If following conveyance of the Property to Stay Cal, Stay Cal (i) fails to begin construction of the Project within the time specified in Section 4.7 as such date may be extended pursuant to the terms, (ii) abandons or suspends construction of the Project for a period of sixty (60) days after written notice from City unless, within such 60-day period, either the limited partners of Stay Cal or a lender holding a senior encumbrance against the Property that constitutes a Permitted Exception has declared Stay Cal to be in default for suspension of construction and has commenced action to cure the default and thereafter fully resumes construction by no later than ninety (90) days after receipt of notice of the default, which action shall constitute cure for purposes of this paragraph, or (iii) directly or indirectly, voluntarily or involuntarily transfers the Property or this Amended and Restated PSA in violation of Article VII, the City may re-enter and take possession of the Property or any portion thereof with all improvements thereon without payment or compensation to Stay Cal, and revest in the City the estate theretofore conveyed to the Stay Cal. The interest created pursuant to Section 9.6 of the Amended and Restated PSA shall be a "power of termination" as defined in California Civil Code Section 885.010, and shall be separate and distinct from the City's option to purchase the Property under the same or similar conditions specified in Section 9.7 of the Amended and Restated PSA. City's rights pursuant to Section 9.6 shall not defeat, render invalid or limit any mortgage or deed of trust permitted by the Amended and Restated PSA or any rights or interests provided in the Amended and Restated PSA for the protection of the holders of such mortgages or deeds of trust.

The rights established in Section 9.6 are to be interpreted in light of the fact that the City will convey the Property to the Stay Cal for completion of the Project as specified in the Amendment to PSA and not for speculation.

5. Option to Purchase, Enter and Possess. The City shall have the additional right at its option to purchase, enter and take possession of Property with all improvements thereon (the "**Repurchase Option**"), if after conveyance of the Property, Stay Cal (i) fails to begin construction of the Project within the time specified in Section 4.7 of the Amended and Restated PSA, as such date may be extended pursuant to the terms, (ii) abandons or suspends construction of the Project for a period of sixty (60) days after written notice from City unless, within such 60-day period, either the limited partners of Stay Cal or a lender holding a senior encumbrance against the Property that constitutes a Permitted Exception has declared Stay Cal to be in default for suspension of construction and has commenced action to cure the default and thereafter fully resumes construction by no later than ninety (90) days after receipt of notice of the default, which action shall constitute cure for purposes of this paragraph, (iii) fails to complete construction of the Project by the time specified in Section 4.7 as such date may be extended pursuant to the terms, or (iv) directly or indirectly, voluntarily or involuntarily Transfers the Property or this Agreement in violation of Article VII.

To exercise the Repurchase Option, the City shall pay to Stay Cal cash in an amount equal to:

(i) The Purchase Price; plus

(ii) The fair market value of any new improvements existing on the Property at the time of exercise of the Repurchase Option; less

(iii) Any gains or income withdrawn or made by the Stay Cal from the applicable portion of the Property or the improvements thereon; less

(iv) The value of any liens or encumbrances on the applicable portion of the Property the City assumes or takes subject to; less

(v) Any damages to which the City is entitled under the Amended and Restated PSA by reason of Stay Cal's default.

In order to exercise the Repurchase Option, City shall give Stay Cal notice of such exercise, and Stay Cal shall, within thirty (30) days after receipt of such notice, provide City with a summary of all of Stay Cal's costs incurred as described in Section 9.7 of the Amended and Restated PSA. Within thirty (30) days of City's receipt of such summary, City shall pay into an escrow established for such purpose cash in the amount of all sums owing pursuant to Section 9.7, and Stay Cal shall execute and deposit into such escrow a grant deed transferring to City all of Stay Cal's interest in the Property, or portion thereof, as applicable and the improvements located thereon.

6. Nondiscrimination. Stay Cal shall not restrict the rental, lease, sublease, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Stay Cal covenants for itself and all persons claiming under or through it, and this Grant Deed is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Stay Cal or any person claiming under or through Stay Cal establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof.

7. Term. The covenants contained in Section 2 regarding the development of the Property shall remain in effect until a certificate of occupancy is issued for the Project on the Property.

8. Counterparts. This Grant Deed may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, City and Stay Cal have executed this Grant Deed as of this ______ day of __________, 2018.

CITY

CITY OF PITTSBURG,
a municipal corporation

By: ______________________________
Joe Sbranti, City Manager

ATTEST:

By______________________________
Alice Evenson, City Clerk

APPROVED AS TO FORM:

By______________________________
Donna Mooney, City Attorney

STAY CAL

STAY CAL PITTSBURG LLC,
a California limited liability company

By: ______________________________

Its: ______________________________

Exhibit C

SCHEDULE OF PERFORMANCE

This Schedule of Performance summarizes the schedule for various activities under the Agreement (the "Agreement" or the "Amended and Restated Purchase and Sale Agreement") to which this exhibit is attached. The description of items in this Schedule of Performance is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the Agreement to which such items relate. Section references herein to the Agreement are intended merely as an aid in relating this Schedule of Performance to other provisions of the Agreement and shall not be deemed to have any substantive effect.

Whenever this Schedule of Performance requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the City or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, the Stay Cal shall consult with City staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

Action	Date
1. Conceptual Development Documents. Stay Cal shall submit the Conceptual Development Documents to the City for the City's review and receive the City approval.	November 30, 2018.
2. Application for Applicable Land Use Approvals. Stay Cal shall apply for the Applicable Land Use Approvals necessary for the construction of the Project and receive the City Approval.	February 28, 2019 .
3. Construction Plans. Stay Cal shall submit proposed Construction Plans for the Project to the City for the City's review and receive the City approval. [Amended and Restated PSA § 4.10]	June 1, 2019
4. Financing Plan. Stay Cal shall submit evidence of financing, acceptable to the City, for development of Project. [Amended and Restated PSA § 4.06]	Within sixty (60) days but no later than thirty (30) days from the Closing Date.
5. Building Permits. Stay Cal shall obtain the Building Permits for construction of Project.	No later than September 15, 2019.
6. Construction Contract. Stay Cal shall submit, and receive, City approval of the construction contract for the construction of the Project.	September 1, 2019.
7. Payment and Performance Bonds. Stay Cal shall submit for and receive City approval of the payment and performance bonds for the construction of the Project. [Amended and Restated PSA § 4.20]	No later than 15 days prior to the start of construction.
8. Insurance. Stay Cal shall submit evidence of insurance to the City and receive City approval thereof.	Within 10 days prior to the start of construction.

Action	Date
9. Commencement of Construction. Stay Cal shall commence construction of the Project. [DA § 6.19]	No later than October 1, 2019.
10. Completion of Construction. Stay Ca shall complete construction of the Project.	No later than September 30, 2020.

Exhibit D

FORM OF CERTIFICATE OF COMPLETION

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Stay Cal Pittsburg, LLC 2110 S. El Camino Real San Mateo, CA 94403 Attention: Hiten Suraj	

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (the "Release") is made by the **CITY OF PITTSBURG**, a municipal corporation (the "City"), in favor of **STAY CAL PITTSBURG LLC**, a California limited liability company ("Stay Cal"), as of [INSERT DATE].

RECITALS

A. The City and Stay Cal have entered into that certain Amended and Restated Purchase and Sale Agreement ("**Amended and Restated PSA**") dated [INSERT DATE], concerning the development of Parcel 1 of Parcel Map Waiver for a Lot Line Adjustment PMW 18-02, which encompasses approximately 111,874 square feet, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. As referenced in Section 4.14 of the Amended and Restated PSA, the City is required to furnish Stay Cal or its successors with a Certificate of Completion upon completion of construction of the Project, which Certificate of Completion is required to be in such form as to permit it to be recorded in the Recorder's office of the Contra Costa County. This Certificate of Completion is conclusive determination of satisfactory completion of the construction and development required by the Amended and Restated PSA.

C. The City has conclusively determined that such construction and development has been satisfactorily completed.

NOW, THEREFORE, the City hereby certifies as follows:

1. The Project to be constructed by Stay Cal have been fully and satisfactorily completed in conformance with the Amended and Restated PSA. Except as otherwise

provided in the Amended and Restated PSA, the provisions of the Amended and Restated PSA are hereby terminated and of no further force or effect. The Grant Deed and other documents executed and recorded pursuant to the Amended and Restated PSA shall remain in effect and enforceable according to their terms.

IN WITNESS WHEREOF, the City has executed this Certificate of Completion as of the date set forth above.

CITY OF PITTSBURG,
a municipal corporation

By: ______________________________
, Mayor

ATTEST:

____
, City Clerk

APPROVED AS TO FORM:

____
, City Council

APPROVED BY STAYCAL:

STAY CAL PITTSBURG LLC,
a California limited liability company

By: ______________________________
Hiten Suraj, President

EXHIBIT "A"

SITE DESCRIPTION

Exhibit E

FORM OF NOTE

PROMISSORY NOTE
SECURED BY DEED OF TRUST AND SECURITY AGREEMENT

Pittsburg, California

[INSERT DATE]

FOR VALUE RECEIVED, the undersigned, Stay Cal Pittsburg LLC, a California limited liability company (the "**Maker**" or "**Borrower**"), promises to pay to the order of the City of Pittsburg, a municipal corporation ("**City**" or "**Holder**"), the principal sum of One Million Six Hundred Seventy-Eight Thousand One Hundred Ten Dollars ($1,678,100.00), or so much thereof that may be advanced hereunder, together with interest at an annual rate as set forth below. Capitalized terms used but not defined herein shall have the same meaning as set forth in the Amended and Restated Purchase and Sale Agreement (the "**Amended and Restated PSA**") (defined below).

1. This Promissory Note (this "**Note**") has been executed and delivered in accordance with an Amended and Restated PSA dated [INSERT DATE], between Maker and Holder, which details the terms under which Holder agrees to lend Maker One Million Six Hundred Seventy-Eight Thousand One Hundred Ten Dollars ($1,678,100.00). The rights and obligations of Maker under this Note shall be governed by the Amended and Restated PSA, the Deed of Trust (defined below) and by the terms set forth in this Note.

2. Terms of Promissory Note.

(a) Loan Amount. City agrees to lend to Borrower, subject to the terms of the Amended and Restated PSA, an acquisition loan not to exceed One Million Six Hundred Seventy-Eight Thousand One Hundred Ten Dollars ($1,678,100.00).

(b) Interest Rate. Interest shall accrue at a rate of two percent (2%) and be paid in accordance with the following terms:

(1) Commencing on earlier to occur of the following: (i) the first day of the calendar month after the Courtyard by Marriott or equivalent hotel brand that Stay Cal constructs on the Property opens to the public, or (ii) two (2) years from the Closing Date, regardless of whether a Courtyard by Marriott or equivalent hotel brand has been constructed on the Property and/or is open to the public ("Monthly Payment Commencement Date") and shall continue making such monthly payments until that date that is twenty (20) years after the Monthly Payment Commencement Date (the "Maturity Date").

(c) Loan Repayment. The principal balance and interest shall be repaid over the term of two hundred thirty-nine (239) months in equal monthly payments of Eight Thousand Four Hundred Eighty-nine Dollars and Twenty-Eight Cents ($8,489.28) and one (1) final payment of Eight Thousand Four Hundred Seventy-Five Dollars and Fifteen Cents ($8,475.15) (the "Monthly Payments").

(1) Late Payment Fees. For any monthly payment that is not received by the fifteenth (15^{th}) calendar day after which it was due, Borrower shall pay a late fee of ten percent (10%) of the amount unpaid. City and Borrower agree that the actual damages and costs sustained by the City due to failure to make timely payments would be extremely difficult to measure and that the charges specified in this paragraph represent a reasonable estimate by City and Borrower of fair average compensation for such damages and costs. Such charges shall be paid by Borrower without prejudice to the right of the City to collect any other amounts provided to be paid under the Amended and Restated PSA, Promissory Note, or Deed of Trust, or with respect to late payments, to declare default.

(d) Term. Maturity Date is a date that is twenty (20) years after the Monthly Payment Commencement Date

(e) Prepayment. The Note or any portion of the outstanding principal balance due under the Note may be prepaid at any time and from time to time, without premium or penalty. Any prepayment of principal must be accompanied by interest accrued but unpaid to the date of receipt of prepayment. Prepayments shall be applied first to any unpaid late charges and other costs and fees then due, then to accrued but unpaid interest and then to principal.

(f) Security. This Note is hereby secured by that certain Deed of Trust and Security Agreement ("**Deed of Trust**") dated [INSERT DATE], executed by Borrower as trustor for the benefit of Holder and all sums advanced hereunder are secured thereby.

3. Terms of Payment.

(a) Place and Manner of Payment. Payment shall be made in lawful money of the United States at Holder's address for notices set forth in Section 8 of this Note.

(b) Lawful Interest. Notwithstanding any other provisions of this Note, or any instrument securing the obligations of Maker under this Note, if, for any reason whatsoever, the payment of any sums by Maker pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that Holder may legally charge under the laws of the State of California, then the amount by which payment exceeds the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Maker be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

4. Default.

(a) Events of Default. Each of the following events will constitute an event of default ("Event of Default") under this Note:

(1) Amended and Restated Purchase and Sale Agreement /Promissory Note Default. Maker's breach of any other promise or obligation in this Note, the Amended and Restated PSA or in any other instrument now or hereafter securing the indebtedness evidenced by this Note.

(2) False Representations. Any material representation or disclosure made to Holder by Maker in this Note that proves to be false or misleading in any way.

(3) Bankruptcy. The filing by or against Maker of a voluntary or involuntary petition in bankruptcy or the adjudication of Maker as bankrupt or insolvent, or the filing of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or the seeking or consenting to or acquiescing in the appointment of any trustee, receiver, liquidator of Maker or any substantial part of or all of the property of Maker, and if any such proceeding is not dismissed within sixty (60) days; the Maker is named in any such proceeding and the same is not dismissed within one hundred twenty (120) days.

(b) Default Interest. Upon the occurrence of any Event of Default all amounts owing under this Note shall accrue interest at the rate of 10% per annum.

5. Remedies. Upon the occurrence of any Event of Default, in addition to its other rights in this Note, the Deed of Trust, and the Loan Agreement, at law, or in equity, Holder may exercise any one or more of the following rights and remedies without prior demand:

(a) Acceleration. Holder may declare the outstanding principal balance of this Note, all interest accrued thereon, if any, and all other sums owing to Holder immediately due and payable; and

(b) Foreclosure. Holder may foreclose under the Deed of Trust.

(b) Proceed as Authorized at Law or in Equity. Holder may proceed as authorized at law or in equity with respect to the Event of Default, and in connection with that, remain entitled to exercise all other rights and remedies described in this Note, or the Amended and Restated PSA.

6. Maker's Waivers.

(a) Additional Security. Maker expressly agrees that Holder may accept further security for this Note, all without in any way affecting the obligations of Maker under this Note.

(b) Original Liability. No extension of time for payment of this Note or any installment hereof made by agreement by Holder with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

(c) Obligations Absolute. The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

(d) Waivers. Maker hereby waives (i) any notice of default or delinquency in addition to any notice expressly required by this Note; (ii) notice of acceleration; (iii) any notice of nonpayment in addition to any notice required by this Note; (iv) notice of costs, expenses, losses and interest thereon; (v) notice of interest on interest and late fees; (vi) diligence in taking any action to collect any sums owing under the Promissory Note or in proceeding against any of the rights and interest in and to properties securing payment of the Promissory Note; and (vii) presentment for payment, demand, protest, and notices of dishonor and/or protest.

7. Holder Forbearance. No waiver of any breach, default or failure of condition under the terms of this Note or the Amended and Restated PSA or the obligations secured thereby shall be implied from any failure of Holder to take, or any delay by Holder in taking, action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of this Note, or the Amended and Restated PSA or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

8. Miscellaneous Provisions.

(a) Notices. All notices, requests and demands given to, or made upon, any party to this Agreement shall be deemed to have been given or made when properly deposited in the U.S. mail and addressed as follows:

If to Borrower: Stay Cal Pittsburg, LLC
2110 S. El Camino Real
San Mateo, CA 94403
Attention: Hiten Suraj

If to City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Att: City Manager

With copy to: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Att: City Attorney

or to such other addresses as the parties may designate by notice as set forth above.

(b) Successors and Assigns. This Promissory Note (i) may not be assigned by Maker, (ii) may be assigned by Holder, at its sole option, and (iii) shall be binding on all successors and assigns of Holder and Maker.

(c) Attorneys' Fees. If any action is instituted by Holder to enforce this Note or to collect any sums due hereunder, Holder shall be entitled to collect from Maker all costs and expenses of such action, including, but not limited to, reasonable attorneys' fees.

(d) Severability. If a court of competent jurisdiction finds any provisions of this Note invalid or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby, and all other provisions of this Note shall remain in full force and effect.

(e) Time. Time is of the essence in the performance of the terms and conditions of this Note.

(f) Governing Law. The laws of the State of California shall govern this Note.

(g) Joint and Several Liability. Maker consists of more than one person, each of whom is jointly and severally liable to City for the performance of this Note.

(h) Amendment. This Promissory Note may not be changed orally, but only by an amendment in writing signed by Maker and approved by Holder.

(i) Headings. The headings within this Note are for the purpose of reference only and shall not limit or otherwise affect any of the terms of the Promissory Note.

(j) Assumptions. This Promissory Note, may not be assumed in whole or in part without the prior written consent of Holder, which consent shall be given or withheld at the sole discretion of Holder. Holder may condition its consent to an assumption of this Note on the satisfaction of conditions reasonably required by Holder at the time of the assumption. Conditions may include, but not be limited to, Holder's satisfaction, in its sole discretion, with the proposed assuming party's ability to meet the obligations required hereunder, the payment of an assumption fee and reimbursement of Holder's fees and costs incurred by reason of the assumption.

EXECUTED IN PITTSBURG, CALIFORNIA AND DELIVERED AS OF THE ? DAY OF ? 201?.

____

Hiten Suraj, [INSERT TITLE]

Exhibit F

FORM OF DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use

FOR: Parcel 1 of Parcel Map Waiver for a Lot Line Adjustment PMW 18-02

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "**Deed of Trust**") is made as of [INSERT DATE], by Stay Cal Pittsburg LLC , a California limited liability corporation ("**Trustor**") to [INSERT TITLE COMPANY ONCE CONFIRMED], as trustee ("**Trustee**") for the benefit of the City of Pittsburg, a municipal corporation ("**Beneficiary**").

RECITALS

A. Trustor owns Parcel 1 of Parcel Map Waiver for a Lot Line Adjustment PMW 18-02, which encompasses approximately 111,874 square feet, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("**Land**").

B. Trustor and Beneficiary have entered into an Amended to Purchase and Sale Agreement dated [INSERT DATE] (the "**Amended and Resated PSA**") pursuant to which Beneficiary will carry an acquisition loan to Trustor in the amount of One Million Six Hundred Seventy-Eight Thousand One Hundred Ten Dollars ($1,678,110) (the "**Acquisition Loan**"). Trustor has also executed a promissory note evidencing the amount of the Acquisition Loan ("**Note**").

C. Trustor and Beneficiary have entered into a Fee Deferral Agreement dated [INSERT DATE] (the "**FDA**") pursuant to which Beneficiary will defer certain City controlled fees and charges in connection with the processing of permits and approvals in the amount not greater than Four Hundred Thirty Thousand Dollars $430,000, shall be deferred and repaid by Trustor in monthly payments until fully repaid.

D. Together, Acquisition Loan and FDA, are secured by this Deed of Trust.

E. As a condition to Amended and Restated PSA, Beneficiary has required that Trustor enter into this Deed of Trust and grant to Trustee for the benefit of Beneficiary, a lien and security interest in the Land (as defined below) to secure repayment of the Acquisition Loan and FDA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustee agrees as follows:

1. Grant in Trust. Trustor irrevocably grants and conveys the Land to Trustee, in trust, with power of sale, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), all of which shall be deemed to be and remain a part of the Land secured by this Deed of Trust; and all of the foregoing, together with the Land are hereinafter referred to as the "Property."

Trustor covenants that it lawfully holds the estate hereby conveyed and has the right to grant and convey the Property, and that, to the best of Trustor's knowledge, the Property is unencumbered except for encumbrances of record. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of all present and future indebtedness evidenced by the Note, the Amended and Restated PSA and any amendment thereof, including principal, interest, and the FDA all other amounts payable under the Amended and Restated PSA, the Note, and FDA.

3. Preservation and Maintenance of Property. Trustor agrees to keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

4. Hazardous Materials. Trustor shall not cause or permit any Hazardous Materials (as defined in below) to be brought upon, kept, stored or used in, on, or about the Land by Trustor, or the agents, employees, contractors or invitees of Trustor except for materials commonly used in operation and maintenance of the Property, in each case in compliance with all applicable laws, and shall not cause any release of

Hazardous Materials into, onto, under or through the Land. If any Hazardous Material is discharged, released, dumped, or spilled in, on, under, or about the Land and results in any contamination of the Land or adjacent property, or otherwise results in the release or discharge of Hazardous Materials in, on, under or from the Land, Trustor shall promptly take all actions at Trustor's sole expense as are necessary to comply with all Hazardous Materials Laws (as defined below).

Trustor shall indemnify, defend (with counsel approved by Beneficiary) and hold Beneficiary harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in value of the Property, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise during or after the term of this Deed of Trust as a result of any breach, contamination, discharge, or release of Hazardous Materials by Trustor, agents, employees, licensees, or invitees. This indemnification of Beneficiary by Trustor includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in, on or under the Land or adjacent property caused by or a result of Trustor's activities. If any Hazardous Materials are discharged, released, dumped, or spilled in, on, under, or about the Land after Trustor obtains ownership and results in any contamination of the Land or adjacent property, or otherwise results in the release or discharge of Hazardous Materials in, on, under or from the Land, Trustor shall promptly take all actions at its sole expense as are necessary to comply with all Hazardous Materials Laws.

4.1 As used in this Deed of Trust, "**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," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant, " or any other terms comparable to the foregoing terms under any provision of California law or federal law as any such statutes and regulations now exist or may hereafter be amended, (ii) petroleum or petroleum products; (iii) asbestos; (iv) polychlorinated biphenyls, (v) radioactive chemicals, (vi) any material determined to hazardous based on deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1317); (viii) 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); (ix) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*; or (x) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

4.2 As used in this Deed of Trust "**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 4.1, as they may be amended from time to time.

5. Charges; Liens. Trustor shall pay at least ten days before delinquency all taxes, levies, assessments and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Trustor shall pay when due, all obligations secured by or reducible to a lien, charge or encumbrance which does now or later may encumber all or part of the Property or any interest in it, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. Trustor shall give prompt notice to Beneficiary of any default under any mortgage, deed of trust or other security agreement with a lien on the Property.

6. Insurance. At all times during the term hereof, Trustor shall at Trustor's expense, maintain the insurance policies required under Article X of the Amended and Restated PSA. Trustor shall file with Beneficiary prior to recordation of this Deed of Trust, certificates (or such other proof as Beneficiary may reasonably require, including without limitation copies of the required insurance policies) evidencing each of the insurance policies and endorsements thereto, and such certificates (or policies) shall provide that at least thirty (30) days' prior written notice shall be provided to Beneficiary prior to the expiration, cancellation or change in coverage under each such policy. If any insurance policy required pursuant to this Deed of Trust is canceled or the coverage provided thereunder is reduced, Trustor shall, within ten (10) days after receipt of written notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Beneficiary 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, Beneficiary may, without further notice and at its option, procure such insurance coverage at Trustor's expense, and Trustor shall promptly reimburse Beneficiary for such expense upon receipt of billing from Beneficiary.

7. Defense of Security. Trustor agrees to appear in and defend an action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all reasonable costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

8. Reimbursement of Costs. Trustor agrees to pay immediately and without demand all reasonable sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

9. Right to Cure. Should Trustor fail to make any payment or to comply with any provision herein, then Beneficiary or Trustee, each shall have the right but not the obligation, to make such payment or comply with such provision without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem

necessary to protect the security hereof. Beneficiary and Trustee are hereby authorized to enter upon the Land for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel, and pay reasonable attorney's fees. Beneficiary may make or cause to be made reasonable entries upon the Land and inspections of the Property, provided that Beneficiary shall give Trustor reasonable notice prior to any such inspection.

10. Condemnation Award. Any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply such moneys received by it to any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. Late Payment. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare an event of default under the Amended and Restated PSA, Note, or FDA for failure so to pay.

12. Release and Subordination. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, Amended and Restated PSA, Note, and FDA for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said Property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement.

13. Reconveyance. Upon written request of Beneficiary stating that all sums secured hereby have been paid, Trustee shall reconvey, without warranty, the Property. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor shall pay all fees to Trustee and all recordation fees related to such reconveyance.

14. Indemnification. Trustor shall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold harmless the Trustee and the Beneficiary from and against all claims arising directly or indirectly in any manner in connection with or as a result of (i) any breach of Trustor's covenants under the Amended and Restated PSA, the Note, FDA, or this Deed of Trust (collectively the "**Amended and Restated PSA Documents**"), (ii) any representation by Trustor in any Amended and Restated PSA Documents which proves to be false or misleading in any material respect when made,

(iii) injury or death to persons or damage to Property or other loss occurring on the Land or in any improvement located thereon, whether caused by the negligence or any other act or omission of Trustor or any other person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any other condition or otherwise, and (iv) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against Beneficiary which relates to or arises out of the Property in connection with Trustor's ownership, operation or maintenance of the Property, or any Amended and Restated PSA Documents or any transaction contemplated thereby, or any failure of Trustor to comply with all applicable state, federal and local laws and regulations applicable to the Property, provided that Beneficiary shall not be entitled to indemnification under this Section for matters caused Beneficiary's gross negligence or willful misconduct. The obligations of Trustor under this Section shall survive the repayment of the Amended and Restated PSA, Note, FDA, and Deed of Trust. Notwithstanding any contrary provision contained herein, the obligations of Trustor under this Section shall survive any foreclosure proceeding, any foreclosure sale, any delivery of a deed in lieu of foreclosure, any reversion in interest, and any release or reconveyance of this Deed of Trust.

15. Limitation of Liability. Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following: (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; (iii) any waste committed by Trustor or any third parties, or (iv) any dangerous or defective condition of the Property. Trustor hereby expressly waives and releases all liability of the types described in this Section, and agrees that Trustor shall assert no claim related to any of the foregoing against Beneficiary.

16. Notice. Except for any notice required under applicable law to be given in another manner, any notice, request or consent required pursuant to this Deed of Trust shall be deemed delivered upon receipt when delivered personally or by facsimile transmission, provided that a transmission report is generated reflecting the accurate transmission thereof, or three (3) business days after being deposited in the U.S. mail, first class postage prepaid, return receipt requested, or one (1) day after deposit with a nationally recognized overnight carrier addressed as follows:

City: City Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager

Copy to: City Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Attorney

Developer: Stay Cal Pittsburg, LLC
2110 S. El Camino Real
San Mateo, CA 94403
Attention: Hiten Suraj

or to such other addresses as the parties may designate by notice as set forth above.

17. Due On Sale Without the Consent of Beneficiary. If the Property, any part of it, or interest in it is sold, or if Trustor agrees to sell, convey, or alienate said property, by operation of law or otherwise pursuant to the transfer provisions of Section 7.2 of the Amended and Restated PSA, all obligations secured by this Deed of Trust shall immediately become due and payable.

18. Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust due to Trustor's breach, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to entry of a judgment enforcing this Deed of Trust if: (i) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust if the Amended and Restated PSA had no acceleration provision; (ii) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (iii) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (iv) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Successors and Assigns. The terms, covenants and conditions of this Deed of Trust shall be binding on and inure to the benefit of the heirs, legatees, devisees, administrators, executors, successors in interest, transferees and assigns of the Trustor, Beneficiary and Trustee.

20. Substitution of Trustee. Beneficiary may from time to time or at any time substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the recorder in Contra Costa County, it shall be conclusive evidence of the appointment of such Trustee or

Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust.

Trustor,

HITEN SURAJ, [INSERT TITLE]
STAY CAL PITTSBURG LC

By: ______________________________

Exhibit G

INSURANCE REQUIREMENTS

Stay Cal and all contractors working on behalf of Stay Cal shall procure and maintain the insurance coverage set forth herein. Said insurance shall be maintained in full force and effect until the Certificate of Completion is issued by the City. Additionally, completed operations coverage shall be maintained in full force and effect for three years after the acceptance date of the public improvements. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

(1) Insurance Services Office form number CG0001 covering Commercial General Liability on an "occurrence" basis.

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance

(1) Comprehensive General Liability: Prior to initiating work on the Project and continuing through the issuance of the Certificate of Completion, Stay Cal's general contractor shall maintain limits no less than $2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Such policy shall name Indemnitees and Stay Cal as additional insureds.

(2) Automobile Liability: Until issuance of a Certificate of Completion, Stay Cal and all contractors working on behalf of Stay Cal shall maintain limits no less than $2,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Until issuance of a Certificate of Completion, Stay Cal and all contractors working on behalf of Stay Cal shall maintain limits no less than Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $2,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees; or the Stay Cal shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) <u>General Liability and Automobile Liability Coverages</u>

(a) The Indemnitees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Stay Cal, and with respect to liability arising out of activities performed by or on behalf of the Stay Cal including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Stay Cal's insurance (at least as broad as ISO Form CG 20 10, 11 85 or later revised), or as a separate owner's policy.

(b) For any claims related to the Project or the Property, the Stay Cal's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of the Stay Cal's insurance and shall not contribute with it.

(2) <u>Workers' Compensation and Employer Liability Coverage</u>

The insurer shall agree to waive all rights of subrogation against the Indemnitees for losses arising from work performed by the Stay Cal pursuant to this Agreement.

(3) <u>All Coverages</u>

(a) Insurance is to be placed with insurers with a current A.M. Best rating of "A:VII" or better, and who are either "admitted" by the California Department of Insurance or who are listed on the "List of Eligible Surplus Line Insurers" as maintained by the California Department of Insurance. (Note: The List of Eligible Surplus Line Insurers is also known as the "LESLI List").

(b) Stay Cal shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the City's requirements. Initial certificates and endorsements are to be received and approved by the City before construction work commences. Updated certificates and endorsements are to be provided to the City prior to each policy expiration date. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(c) Stay Cal and/or Stay Cal's general contractor shall include all subcontractors as insureds under their policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(d) Stay Cal hereby grants to City a waiver of any right to subrogation that any insurer of Stay Cal may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether the City has requested or received a waiver of subrogation endorsement from the insurer.

(e) Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. If any insurance policy or coverage required hereunder is canceled or reduced, Stay Cal 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 City 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, City may, without further notice and at its option, procure such insurance coverage at Stay Cal's expense, and Stay Cal shall promptly reimburse City for such expense upon receipt of billing from City.

(f) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Section 2782 of the Civil Code.

(g) Upon commencement of construction of the Project and continuing until issuance of a Certificate of Completion, Stay Cal or the Stay Cal's contractor working on behalf of Stay Cal shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as a loss payee.

(h) Stay Cal shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as a loss payee.

Exhibit H

FEE DEFERRAL AGREEMENT

RECORDING REQUESTED BY:

CITY OF PITTSBURG
When Recorded Mail To:
City Clerk
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

FOR: Parcel 1 of Parcel Map Waiver for a Lot Line Adjustment PMW 18-02	

Space above this line for Recorder's use.

FEE AGREEMENT

This Agreement ("**Agreement**") is entered into effective as of ____________ ("**Effective Date**") by and between the City of Pittsburg, a municipal corporation ("**City**") and Stay Cal Pittsburg LLC, a California limited liability company (the "**Developer**"). City and Developer are hereinafter collectively referred to as the "**Parties.**"

Recitals

A. Developer is the owner of certain real property, which is located at the intersection of Railroad Avenue and Center Drive in the City of Pittsburg, County of Contra Costa, State of California, identified as Parcel 1 of Parcel Map Waiver for a Lot Line Adjustment PMW 18-02, which encompasses approximately 111,874 square feet, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. The City and Developer executed an Amended and Restated Purchase and Sale Agreement ("**Amended and Restated PSA**") on ___________, 2018, and thereafter recorded in the official records of the Contra Costa County Recorder

C. Pursuant to the Amended and Restated PSA, Developer is required to construct a Courtyard by Marriott or equivalent hotel brand on the Property with at least 125 rooms, on-site restaurant, full service bar, and conference room (the "**Project**").

773\92\501293.2

D. Recognizing the benefit to the Project, Developer has agreed to execute and record this Agreement prior to obtaining its grading permit.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties have agreed to that certain development fees in the amount not greater than Four Hundred Thirty Thousand Dollars $ 430,000 shall be deferred (the "Deferred Amount").

Fee	**Estimated Amount**
Water Connection Fee (FRC) 2" domestic	$ 121,645
Water Connection Fee (FRC) 1" domestic	$ 50,000
Sewer Connection Fee (FRC)	$ 142,557
Pittsburg Local Traffic Mitigation Fee	$ 114,931
TOTAL	$ 429,133

2. Term of Agreement.

2.1 Term. Developer shall collect a total of twelve percent (12%) transient occupancy tax ("**TOT**"), pursuant to Pittsburg Municipal Code Chapter 3.12, and remit the full amount monthly to City. Of the twelve percent (12%), two percent (2%) shall be applied to the Deferred Amount owed until fully paid. No interest shall be charged on the Deferred Amount.

2.2 Effectiveness Succeeds Conveyance of Property. This Agreement is effective and fully binding for the term set forth above, regardless of any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein unless this Agreement is terminated or modified earlier by City in a recorded writing.

3. Binding Upon Successors; Covenants to Run with the Land. Developer hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Developer hereby declare their express intent that the covenants and restrictions set forth herein are covenants running with the land and are binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Developer and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Developer, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) will be subject to all of the duties and obligations imposed hereby for the full term of this Agreement.

4. Property Management; Repair and Maintenance; Marketing.

4.1 Management Responsibilities. Developer shall be responsible for all management functions with respect to the Property and the Project including without limitation administration and operation of Project, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Except as City may otherwise agree in writing, City shall have no responsibility for management or maintenance of the Property or the Project.

5. Repair, Maintenance and Security. Throughout the term of this Agreement, Developer shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Developer agrees to maintain the Project and the Property (including without limitation, common areas, landscaping, driveways and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Developer shall take reasonable steps to prevent and/or rectify any physical deterioration of the Property and the Project and shall make all reasonable repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Developer shall provide adequate security services for occupants of the Project.

5. 1 City's Right to Perform Maintenance. In the event that Developer breaches any of the covenants contained in Section 5, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, constitute an indebtedness, and must be paid by Developer to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor will bear interest at the rate of 10% per annum and may be collected by the City by recording a lien on the property and/or placing the cost thereof on the County tax roll for collection with property taxes on the Property.

6. Recordation; No Subordination. This Agreement shall be recorded in the Official Records of Contra Costa County. Developer hereby represents, warrants and covenants that with the exception of the easements of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments, encumbrance, or other interest in the Property or the Project. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Project in position superior to this Agreement, upon the request of

City, Developer hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as City may reasonably request.

7. Default and Remedies.

7.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder (**"Event of Default"**):

(a) Subject to Developer's right to contest the following charges, Developer's failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Developer's failure to cure such default within 10 days.

(b) Developer's default in the performance of any term, provision or covenant under this Agreement or under any other City Document and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City provides written notice of the default to Developer, or if the nature of any such non-monetary default is such that it cannot be cured within 30 days, Developer's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith, but in no event longer than 120 days from receipt of the notice of default.

7.2 Remedies. If within the applicable cure period, Developer fails to cure a default or fails to commence to cure and diligently pursue completion of a cure, as applicable, or if a cure is not possible, City may proceed with any of the following remedies:

(a) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and enjoining, abating, or preventing any violation of such terms and conditions, and seeking declaratory relief; and

(b) Pursue any other remedy allowed at law or in equity.

7.3 Remedies Cumulative. Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

8. Indemnification. Developer shall defend (with counsel approved by City), indemnify and hold the City and its officials, officers, directors, employees, and agents (collectively, the **"Indemnified Parties"**) harmless from and against any and all losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) which an Indemnified Party may incur as

a result of (1) Developer's failure to perform any obligation as and when required by this Agreement; (2) any failure of Developer's representations or warranties to be true and complete in all material respects when made; or (3) any act or omission by Developer, or any of Developer's contractors, subcontractors, agents, employees, licensees or suppliers with respect to the Project or the Property, except to the extent that such losses are caused by the sole negligence, gross negligence or willful misconduct of such Indemnified Party. Developer shall pay immediately upon an Indemnified Party's demand any reasonable amounts owing under the indemnity provided under this Section. The duty of Developer to indemnify includes the duty to defend the Indemnified Party in any court action, administrative action, or other proceeding brought by any third party arising in connection with the Project or the Property with counsel reasonably approved by City. Developer's duty to indemnify the Indemnified Parties shall survive the expiration or earlier termination of this Agreement.

9. Miscellaneous.

9.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties. Alternatively, if the City Manager determines, in the City Manager's sole discretion that such amendment is minor and consistent with the overall intent of this Agreement, the City Manager shall have the discretion to approve such minor amendment.

9.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Developer of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

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

(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 upon 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;

(d) facsimile or email transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile or email 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 nonbusiness day.

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

Developer:
Stay Cal Pittsburg, LLC
2110 S. El Camino Real
San Mateo, CA 94403
Attention: Hiten Suraj

9.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

9.5 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

9.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

9.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Developer or its successor or for any obligation of City under this Agreement.

9.8 Headings; Construction. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.

9.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

9.10 Governing Law, Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation shall lie in Contra Costa County Superior Court.

9.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

9.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

9.13 Entire Agreement; Exhibits. This Fee Agreement contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. The exhibits attached hereto are incorporated herein by this reference. This section, however, shall not be construed to modify the conditions of approval and other terms and conditions imposed by the City of Pittsburg, through its rules, regulations and ordinances and the actions of the City Council and/or Planning Commission, all of to which the Developer has agreed.

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

9.15 Incorporation of Recitals. The Recitals set forth above are incorporated herein as if fully set forth here.

SIGNATURES ON FOLLOWING PAGE.

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

DEVELOPER

Stay Cal Pittsburg LLC, a California limited liability company,

By: ______________________________
Hiten, Suraj
Its: ______________________________

CITY OF PITTSBURG

By: ______________________________
Joe Sbranti, City Manager

Attest:______________________
Alice Evenson, City Clerk

Approved as to form:

____
Donna Mooney, City Attorney

Exhibit A

PROPERTY DESCRIPTION

Real property in the City of Pittsburg, County of Contra Costa, State of California, described as follows:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Contra Costa)

On____________ before me, ___________________________, Notary Public, personally appeared, ____,
proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature____________________________

Exhibit I

SHARED PUBLIC IMPROVEMENTS

On-Site Joint Trench	N/A	$25,000	$0	$25,000
On-Site Waterlines	N/A	$60,000	$95,000	$155,000
RR Ave Median & Striping Modifications	$50,000	$50,000	$50,000	$150,000
Traffic Signal Dog House (Center/RR Ave)	$15,000	$15,000	$15,000	$45,000
RR Ave Lane Design	$8,000	$8,000	$8,000	$24,000
Microwave Signal Relay		$0	$10,000	$10,000
Backhaul and Security Cameras	$60,000		$20,000	$80,000
Contingency	$2,000	$2,000	$2,000	$6,000
Total	$135,000	$160,000	$200,000	$495,000

FIRST AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF PITTSBURG AND STAY CAL PITTSBURG LLC
(Parcel 1 of Parcel Map Waiver for Lot Line Adjustment PMW 18-02)

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT ("**First Amendment**"), dated for reference as of June 18, 2019, is entered into by and between the City of Pittsburg, a California municipal corporation ("**Seller**"), and Stay Cal Pittsburg LLC, a California limited liability company ("**Buyer**"). Seller and Buyer are collectively referred to herein as the "**Parties.**"

RECITALS

A. Seller and Buyer entered into that certain Amended and Restated Purchase and Sale Agreement on December 5, 2018 ("**Agreement**") regarding Buyer's acquisition of real property located at southwest corner of Center Drive and Railroad Avenue, also known as Parcel 1 of Parcel Map Waiver for Lot Line Adjustment PMW 18-02 ("**Property**"), as more particularly described in Exhibit A to the Agreement.

B. Buyer is preparing to apply for land use entitlements and requests that certain dates in Exhibit C of the Agreement, Schedule of Performance, be extended, and that the close of escrow date on the sale of the Property be extended accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Exhibit C – Schedule of Performance. Exhibit C Schedule of Performance of the Agreement is hereby replaced with Attachment 1 of this First Amendment.

2. Closing Date. Section 3.6 of the Agreement is hereby amended to read as follows:

Closing. The Closing Date shall be the earlier to occur of the following: (i) ninety (90) days from the date of Planning Commission approval of Design Review or (ii) October 1, 2019 (the "**Closing Date" or "Close of Escrow**"). Prior to the Close of Escrow, Stay Cal shall deposit into escrow the amount of any funds StayCal is obligated to pay pursuant to the Agreement and the City Documents, executed and acknowledged as applicable. Provided that all conditions precedent to conveyance of the Property have been satisfied or waived, City shall deposit into escrow the executed Grant Deed and executed copies of the City Documents to which City is a party. On the Closing Date, the Escrow Agent shall cause the Grant Deed and the Deed of Trust to be recorded in the Official Records of the County of Contra Costa.

3. Counterparts; Fax or Email Transmission. This Amendment may be executed in two or more identical counterparts, and may be delivered by fax or email transmission in addition to the other forms of delivery of notices acceptable under the terms of the Agreement.

4. Entire Agreement. The Agreement, together with this First Amendment, embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.

IN WITNESS WHEREOF, this First Amendment is executed by Buyer and Seller as of the Effective Date.

Seller:
City of Pittsburg,
a California municipal corporation

By: ______________________
Name: Garrett Evans
Its: City Manager

Attest:

Alice E. Evenson

____
Alice E. Evenson, City Clerk

Reviewed as to Form:

____
Donna Mooney, City Attorney

Buyer:
Stay Cal LLC,
a California limited liability company

By: ______________________

Name: Hiten Suraj
Its: Managing Member

Attachment 1

4. Entire Agreement. The Agreement, together with this First Amendment, embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.

IN WITNESS WHEREOF, this First Amendment is executed by Buyer and Seller as of the Effective Date.

Seller:
City of Pittsburg,
a California municipal corporation

By: ______________________
Name: Garrett Evans
Its: City Manager

Attest:

____
Alice E. Evenson, City Clerk

Reviewed as to Form:

____
Donna Mooney, City Attorney

Buyer:
Stay Cal LLC,
a California limited liability company

By: ______________________
Name: Hiten Suraj
Its: Managing Member

Attachment 1

EXHIBIT C SCHEDULE OF PERFORMANCE

Action	Date
1. Conceptual Development Documents. Stay Cal shall submit the Conceptual Development Documents to the City for the City's review and receive the City approval.	November 30, 2018.
2. Application for Applicable Land Use Approvals. Stay Cal shall apply for the Applicable Land Use Approvals necessary for the construction of the Project and receive the City Approval.	February 28, 2019 .
3. Construction Plans. Stay Cal shall submit proposed Construction Plans for the Project to the City for the City's review and receive the City approval. [Amended and Restated PSA § 4.10]	October 1, 2019
4. Financing Plan. Stay Cal shall submit evidence of financing, acceptable to the City, for development of Project. [Amended and Restated PSA § 4.06]	Within sixty (60) days but no later than thirty (30) days from the Closing Date.
5. Building Permits. Stay Cal shall obtain the Building Permits for construction of Project.	No later than December 15, 2019.
6. Construction Contract. Stay Cal shall submit, and receive, City approval of the construction contract for the construction of the Project.	December 1, 2019.
7. Payment and Performance Bonds. Stay Cal shall submit for and receive City approval of the payment and performance bonds for the construction of the Project. [Amended and Restated PSA § 4.20]	No later than 15 days prior to the start of construction.
8. Insurance. Stay Cal shall submit evidence of insurance to the City and receive City approval thereof.	Within 10 days prior to the start of construction.
9. Commencement of Construction. Stay Cal shall commence construction of the Project. [DA § 6.19]	January 15, 2020.
10. Completion of Construction. Stay Ca shall complete construction of the Project.	April 14, 2021.

SECOND AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF PITTSBURG AND STAY CAL PITTSBURG LLC
(Parcel 1 of Parcel Map Waiver for Lot Line Adjustment PMW 18-02)

THIS SECOND AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT ("**Second Amendment**"), dated for reference as of September 27, 2019, is entered into by and between the City of Pittsburg, a California municipal corporation ("**Seller**"), and Stay Cal Pittsburg LLC, a California limited liability company ("**Buyer**"). Seller and Buyer are collectively referred to herein as the "**Parties.**"

RECITALS

A. Seller and Buyer entered into that certain Amended and Restated Purchase and Sale Agreement on December 5, 2018 ("**Agreement**") regarding Buyer's acquisition of real property located at southwest corner of Center Drive and Railroad Avenue, also known as Parcel 1 of Parcel Map Waiver for Lot Line Adjustment PMW 18-02 ("**Property**"), as more particularly described in Exhibit A to the Agreement.

B. Seller and Buyer entered into that First Amendment to Amended and Restated Purchase and Sale Agreement on June 18, 2018 ("First Amendment) which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, thus also extending the close of escrow date.

C. Changes on the plans for the Buyer's proposed project has necessitated further evaluation by the City, requiring certain dates in Exhibit C of the Agreement, Schedule of Performance, be extended, and that the close of escrow date on the sale of the Property be extended accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Exhibit C – Schedule of Performance. Exhibit C Schedule of Performance of the Agreement is hereby replaced with Attachment 1 of this Second Amendment.

2. Closing Date. Section 3.6 of the Agreement is hereby amended to read as follows:

Closing. The Closing Date shall be no later than November 15, 2019 (the "**Closing Date" or "Close of Escrow**"). Prior to the Close of Escrow, Stay Cal shall deposit into escrow the amount of any funds StayCal is obligated to pay pursuant to the Agreement and the City Documents, executed and acknowledged as applicable. Provided that all conditions precedent to conveyance of the Property have been satisfied or waived, City shall deposit into escrow the executed Grant Deed and executed copies of the City Documents to which City is a party. On the Closing Date, the Escrow Agent shall cause the Grant Deed and the Deed of Trust to be recorded in the Official Records of the County of Contra Costa.

3. Financing Plan. Section 4.6 of the Agreement is hereby amended to read as follows:

Financing Plan. No later than seven (7) days from the Closing Date, Stay Cal shall submit for City review Stay Cal's plans for financing the construction and permanent financing of the Project (hereinafter the "**Financing Plan**"). The Financing Plan shall indicate all sources of funds necessary to pay, when due, the estimated costs of Project development, including without limitation acquisition costs and hard and soft construction costs, and shall be accompanied by evidence that all such funds have been firmly committed by Stay Cal, equity investors or lending institutions, subject only to commercially reasonable conditions. The Financing Plan shall include development and operating pro formas which set out in detail Stay Cal's plan for financing the costs of acquisition, construction and operation of the Project. City staff shall promptly review the proposed Financing Plan, and acting through the City's City Manager, the City shall approve such plan in writing within fifteen (15) business days following receipt provided that the plan conforms to the requirements of this Section. If the City does not approve the Financing Plan, the City shall set forth its objections in writing and notify Stay Cal of the reasons for its disapproval. Stay Cal shall thereafter submit a revised Financing Plan that addresses the reasons for disapproval, and the City shall grant Stay Cal a reasonable extension of the time deadlines set forth in this Agreement as required to restructure the Financing Plan, subject to the outside time limit for commencement of construction set forth in Section 4.7.

4. Counterparts; Fax or Email Transmission. This Amendment may be executed in two or more identical counterparts, and may be delivered by fax or email transmission in addition to the other forms of delivery of notices acceptable under the terms of the Agreement.

5. Entire Agreement. The Agreement, together with this First Amendment, embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, this Second Amendment is executed by Buyer and Seller as of the Effective Date.

Seller:
City of Pittsburg,
a California municipal corporation

By: ______________________
Name: Garrett Evans
Its: City Manager

Attest:

____
Alice E. Evenson, City Clerk

Reviewed as to Form:

____
Donna Mooney, City Attorney

Buyer:
Stay Cal LLC,
a California limited liability company

By: ______________________
Name: Hiten Suraj
Its: Managing Member

Attachment 1

EXHIBIT C SCHEDULE OF PERFORMANCE

Action	Date
1. Conceptual Development Documents. Stay Cal shall submit the Conceptual Development Documents to the City for the City's review and receive the City approval.	November 30, 2018.
2. Application for Applicable Land Use Approvals. Stay Cal shall apply for the Applicable Land Use Approvals necessary for the construction of the Project and receive the City Approval.	February 28, 2019 .
3. Construction Plans. Stay Cal shall submit proposed Construction Plans for the Project to the City for the City's review and receive the City approval. [Amended and Restated PSA § 4.10]	November 15, 2019
4. Financing Plan. Stay Cal shall submit evidence of financing, acceptable to the City, for development of Project. [Amended and Restated PSA § 4.06]	No later than seven (7) days after the Closing Date.
5. Building Permits. Stay Cal shall obtain the Building Permits for construction of Project.	No later than January 31, 2020.
6. Construction Contract. Stay Cal shall submit, and receive, City approval of the construction contract for the construction of the Project.	January 15, 2020.
7. Payment and Performance Bonds. Stay Cal shall submit for and receive City approval of the payment and performance bonds for the construction of the Project. [Amended and Restated PSA § 4.20]	No later than 15 days prior to the start of construction.
8. Insurance. Stay Cal shall submit evidence of insurance to the City and receive City approval thereof.	Within 10 days prior to the start of construction.
9. Commencement of Construction. Stay Cal shall commence construction of the Project. [DA § 6.19]	February 28, 2020.

Action	Date
10. Completion of Construction. Stay Ca shall complete construction of the Project.	May 29, 2021.

THIRD AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF PITTSBURG AND STAY CAL PITTSBURG LLC

(APN 086-100-045)

THIS THIRD AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT ("**Third Amendment**"), dated for reference as November 14, 2019, is entered into by and between the City of Pittsburg, a California municipal corporation ("**Seller**"), and Stay Cal Pittsburg LLC, a California limited liability company ("**Buyer**"). Seller and Buyer are collectively referred to herein as the "**Parties**."

RECITALS

A. Seller and Buyer entered into that certain Amended and Restated Purchase and Sale Agreement on December 5, 2018 ("**Agreement**") regarding Buyer's acquisition of real property located at southwest corner of Center Drive and Railroad Avenue, also known as APN 086-100-045 ("**Property**"), as more particularly described in Exhibit A to the Agreement.

B. Seller and Buyer entered into that First Amendment to Amended and Restated Purchase and Sale Agreement on June 18, 2019 ("First Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, thus also extending the close of escrow date.

C. Seller and Buyer entered into that Second Amendment to Amended and Restated Purchase and Sale Agreement on September 27, 2019 ("Second Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, thus also extending the close of escrow date.

D. Changes on the plans for the Buyer's proposed project has necessitated further evaluation by the City, requiring certain dates in Exhibit C of the Agreement, Schedule of Performance, be extended, and that the close of escrow date on the sale of the Property be extended accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Exhibit C – Schedule of Performance. Exhibit C Schedule of Performance of the Agreement is hereby replaced with Attachment 1 of this Third Amendment.

2. Closing Date. Section 3.6 of the Agreement is hereby amended to read as follows:

Closing. The Closing Date shall be no later than December 19, 2019 (the "**Closing Date" or "Close of Escrow**"). Prior to the Close of Escrow, Stay Cal shall deposit into escrow the amount of any funds StayCal is obligated to pay pursuant to the Agreement and the City Documents, executed and acknowledged as applicable. Provided that all conditions precedent to conveyance of the Property have been satisfied or waived, City shall deposit into escrow the executed Grant Deed and executed copies of the City Documents to which City is a party. On the Closing Date, the Escrow Agent shall cause the Grant Deed and the Deed of Trust to be recorded in the Official Records of the County of Contra Costa.

3. Counterparts; Fax or Email Transmission. This Amendment may be executed in two or more identical counterparts, and may be delivered by fax or email transmission in addition to the other forms of delivery of notices acceptable under the terms of the Agreement.

4. Entire Agreement. The Agreement, together with the First Amendment and the Second Amendment, embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.

IN WITNESS WHEREOF, this Third Amendment is executed by Buyer and Seller as of the Effective Date.

Seller:
City of Pittsburg,
a California municipal corporation

By: ______________________
Name: Garrett Evans
Its: City Manager

Attest:

Alice E. Evenson

Alice E. Evenson, City Clerk

Reviewed as to Form:

____
Donna Mooney, City Attorney

Buyer:
Stay Cal Pittsburg LLC,
a California limited liability company

By: ______________________
Name: Hiten Suraj
Its: Manager

Attachment 1

EXHIBIT C SCHEDULE OF PERFORMANCE

Action	Date
1. Conceptual Development Documents. Stay Cal shall submit the Conceptual Development Documents to the City for the City's review and receive the City approval.	November 30, 2018
2. Application for Applicable Land Use Approvals. Stay Cal shall apply for the Applicable Land Use Approvals necessary for the construction of the Project and receive the City Approval.	February 28, 2019 .
3. Construction Plans. Stay Cal shall submit proposed Construction Plans for the Project to the City for the City's review and receive the City approval. [Amended and Restated PSA § 4.10]	Grading and Foundation Plans by January 6, 2019 Construction Plans due February 28, 2020
4. Financing Plan. Stay Cal shall submit evidence of financing, acceptable to the City, for development of Project. [Amended and Restated PSA § 4.06]	No later than seven (7) days after the Closing Date.
5. Building Permits. Stay Cal shall obtain the Building Permits for construction of Project.	No later than May 11, 2020
6. Construction Contract. Stay Cal shall submit, and receive, City approval of the construction contract for the construction of the Project.	March 15, 2020
7. Payment and Performance Bonds. Stay Cal shall submit for and receive City approval of the payment and performance bonds for the construction of the Project. [Amended and Restated PSA § 4.20]	No later than 15 days prior to the start of construction.
8. Insurance. Stay Cal shall submit evidence of insurance to the City and receive City approval thereof.	Within 10 days prior to the start of construction.
9. Commencement of Construction. Stay Cal shall commence construction of the Project. [DA § 6.19]	May 26, 2020
10. Completion of Construction. Stay Ca shall complete construction of the Project.	December 16, 2020

THIRD AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF PITTSBURG AND STAY CAL PITTSBURG LLC
(APN 086-100-045)

THIS THIRD AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT ("**Third Amendment**"), dated for reference as November 14, 2019, is entered into by and between the City of Pittsburg, a California municipal corporation ("**Seller**"), and Stay Cal Pittsburg LLC, a California limited liability company ("**Buyer**"). Seller and Buyer are collectively referred to herein as the "**Parties**."

RECITALS

A. Seller and Buyer entered into that certain Amended and Restated Purchase and Sale Agreement on December 5, 2018 ("**Agreement**") regarding Buyer's acquisition of real property located at southwest corner of Center Drive and Railroad Avenue, also known as APN 086-100-045 ("**Property**"), as more particularly described in Exhibit A to the Agreement.

B. Seller and Buyer entered into that First Amendment to Amended and Restated Purchase and Sale Agreement on June 18, 2019 ("First Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, thus also extending the close of escrow date.

C. Seller and Buyer entered into that Second Amendment to Amended and Restated Purchase and Sale Agreement on September 27, 2019 ("Second Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, thus also extending the close of escrow date.

D. Changes on the plans for the Buyer's proposed project has necessitated further evaluation by the City, requiring certain dates in Exhibit C of the Agreement, Schedule of Performance, be extended, and that the close of escrow date on the sale of the Property be extended accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. <u>Exhibit C – Schedule of Performance.</u> Exhibit C Schedule of Performance of the Agreement is hereby replaced with Attachment 1 of this Third Amendment.

2. <u>Closing Date. Section 3.6 of the Agreement is hereby amended to read as follows:</u>

<u>Closing.</u> The Closing Date shall be no later than December 19, 2019 (the "**Closing Date" or "Close of Escrow**"). Prior to the Close of Escrow, Stay Cal shall deposit into escrow the amount of any funds StayCal is obligated to pay pursuant to the

Agreement and the City Documents, executed and acknowledged as applicable. Provided that all conditions precedent to conveyance of the Property have been satisfied or waived, City shall deposit into escrow the executed Grant Deed and executed copies of the City Documents to which City is a party. On the Closing Date, the Escrow Agent shall cause the Grant Deed and the Deed of Trust to be recorded in the Official Records of the County of Contra Costa.

3. Counterparts; Fax or Email Transmission. This Amendment may be executed in two or more identical counterparts, and may be delivered by fax or email transmission in addition to the other forms of delivery of notices acceptable under the terms of the Agreement.

4. Entire Agreement. The Agreement, together with the First Amendment and Second Amendment, embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.

IN WITNESS WHEREOF, this Third Amendment is executed by Buyer and Seller as of the Effective Date.

Seller:
City of Pittsburg,
a California municipal corporation

By: ____________________________
Name: Garrett Evans
Its: City Manager

Attest:

____
Alice E. Evenson, City Clerk

Reviewed as to Form:

____
Donna Mooney, City Attorney

Buyer:
Stay Cal Pittsburg LLC,
a California limited liability company

By:
Name: Hiten Suraj
Its: Manager

11/15/19

Attachment 1

EXHIBIT C SCHEDULE OF PERFORMANCE

Action	Date
1. Conceptual Development Documents. Stay Cal shall submit the Conceptual Development Documents to the City for the City's review and receive the City approval.	November 30, 2018
2. Application for Applicable Land Use Approvals. Stay Cal shall apply for the Applicable Land Use Approvals necessary for the construction of the Project and receive the City Approval.	February 28, 2019 .
3. Construction Plans. Stay Cal shall submit proposed Construction Plans for the Project to the City for the City's review and receive the City approval. [Amended and Restated PSA § 4.10]	Grading and Foundation Plans by January 6, 2019 Construction Plans due February 28, 2020
4. Financing Plan. Stay Cal shall submit evidence of financing, acceptable to the City, for development of Project. [Amended and Restated PSA § 4.06]	No later than seven (7) days after the Closing Date.
5. Building Permits. Stay Cal shall obtain the Building Permits for construction of Project.	No later than May 11, 2020
6. Construction Contract. Stay Cal shall submit, and receive, City approval of the construction contract for the construction of the Project.	March 15, 2020
7. Payment and Performance Bonds. Stay Cal shall submit for and receive City approval of the payment and performance bonds for the construction of the Project. [Amended and Restated PSA § 4.20]	No later than 15 days prior to the start of construction.
8. Insurance. Stay Cal shall submit evidence of insurance to the City and receive City approval thereof.	Within 10 days prior to the start of construction.

9. Commencement of Construction. Stay Cal shall commence construction of the Project. [DA § 6.19]	May 26, 2020
10. Completion of Construction. Stay Ca shall complete construction of the Project.	December 16, 2020

9. Commencement of Construction. Stay Cal shall commence construction of the Project. [DA § 6.19]	May 26, 2020
10. Completion of Construction. Stay Ca shall complete construction of the Project.	December 16, 2020

FOURTH AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF PITTSBURG AND STAY CAL PITTSBURG LLC
(APN 086-100-045)

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT ("**Fourth Amendment**"), dated for reference as 9/14, 2020, is entered into by and between the City of Pittsburg, a California municipal corporation ("**Seller or City**"), and Stay Cal Pittsburg LLC, a California limited liability company ("**Buyer or Stay Cal**"). City and Stay Cal are collectively referred to herein as the "**Parties**."

RECITALS

A. Seller and Buyer entered into that certain Amended and Restated Purchase and Sale Agreement on December 5, 2018 ("**Agreement**") regarding Buyer's acquisition of real property located at southwest corner of Center Drive and Railroad Avenue, also known as APN 086-100-045 ("**Property**"), as more particularly described in Exhibit A to the Agreement.

B. Seller and Buyer entered into that First Amendment to Amended and Restated Purchase and Sale Agreement on June 18, 2019 ("First Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, and extended the close of escrow date.

C. Seller and Buyer entered into that Second Amendment to Amended and Restated Purchase and Sale Agreement on September 27, 2019 ("Second Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, and extended the close of escrow date.

D. Seller and Buyer entered into that Third Amendment to Amended and Restated Purchase and Sale Agreement on November 14, 2019 ("Third Amendment") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, and extended the close of escrow date.

E. Revisions to the Buyer's proposed project has necessitated further evaluation by the City, and the impacts of the Coronavirus, also known as COVID-19, have required that certain dates in Exhibit C of the Agreement, Schedule of Performance, be extended.

F. The sale of the Property closed escrow on December 24, 2019.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Payment of Fees. Section 2.3.6 of the Agreement is hereby amended to read as follows:

Payment of Fees. Stay Cal has paid, when due, all customary and reasonable fees and charges in connection with the processing of permits and approvals. Certain City-controlled fees and charges in connection with the processing of permits and approvals in the amount not greater than Four Hundred Forty-Five Thousand, Eight Hundred Forty-Three Dollars ($445,843) shall be deferred and paid by Stay Cal. Stay Cal will collect an additional two percent (2%) to the initial ten percent (10%) of transient occupancy tax to pay for certain City-controlled fees and public improvements, which public improvements shall not exceed One Million Six Hundred Thousand Dollars ($1,600,000). Stay Cal shall collect the additional 2% in transient occupancy tax until Stay Cal is reimbursed for all non Stay Cal share of said public improvements, Stay Cal has repaid all City-controlled fees which were deferred, and Stay Cal has repaid all amounts due under the Loan, only if Stay Cal still has an outstanding Loan balance . No interest shall be charged on the deferred fees and public improvements costs.

2. Repayment. Section 5.4 of the Agreement is hereby amended to read as follows:

Repayment. Stay Cal shall make monthly principal and interest payments to the City, under this Agreement, commencing on the earlier to occur of the following: (i) the first day of the calendar month after the Courtyard by Marriott or equivalent hotel brand that Stay Cal constructs on the Property opens to the public, or (ii) the first day of the calendar month after December 24, 2022, regardless of whether a Courtyard by Marriott or equivalent hotel brand has been constructed on the Property and/or is open to the public ("Monthly Payment Commencement Date") and shall continue making such monthly payments until that date that is twenty (20) years after the Monthly Payment Commencement Date (the "Maturity Date"). For purposes of illustration only: (i) if the Courtyard by Marriott or equivalent hotel brand on the Property were to open to the public on October 25, 2022, the Monthly Payment Commencement Date as defined in this Agreement would be November 1, 2022, and Stay Cal would then be obligated to commence making the required monthly principal and interest payments to City through October 1, 2042, which would represent the Maturity Date pursuant to this hypothetical example; and (ii) escrow closed on this Agreement is December 24, 2019, and if the Buyer will be unable to construct a Courtyard by Marriott or equivalent hotel brand that is open to the public on or before March 1, 2023, the Monthly Payment Commencement Date shall be January 1, 2023 and the Maturity Date would be December 1, 2043.

3. Exhibit C – Schedule of Performance. Exhibit C Schedule of Performance of the Agreement is hereby replaced with Attachment 1 of this Fourth Amendment.

4. Counterparts; Fax or Email Transmission. This Amendment may be executed in two or more identical counterparts, and may be delivered by fax or email transmission in addition to the other forms of delivery of notices acceptable under the terms of the Agreement.

5. Entire Agreement. The Agreement embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.

IN WITNESS WHEREOF, this Fourth Amendment is executed by Buyer and Seller as of the Effective Date.

SIGNATURES ARE ON THE FOLLOWING PAGE

City:
City of Pittsburg,
a California municipal corporation

By: ______________________
Name: Garrett Evans
Its: City Manager

Attest:

Alice E. Evenson

____
Alice E. Evenson, City Clerk

Reviewed as to Form:

____
Donna Mooney, City Attorney

Stay Cal:
Stay Cal Pittsburg LLC,
a California limited liability company

the Effective Date.

SIGNATURES ARE ON THE FOLLOWING PAGE

City:
City of Pittsburg,
a California municipal corporation

By: ______________________________
Name: Garrett Evans
Its: City Manager

Attest:

____
Alice E. Evenson, City Clerk

Reviewed as to Form:

____
Donna Mooney, City Attorney

Stay Cal:
Stay Cal Pittsburg LLC,
a California limited liability company

By:
Name: Hiten Suraj
Its: Manager

Attachment 1

EXHIBIT C SCHEDULE OF PERFORMANCE

Action	Date
1. Conceptual Development Documents. Stay Cal shall submit the Conceptual Development Documents to the City for the City's review and receive the City approval.	November 30, 2018
2. Application for Applicable Land Use Approvals. Stay Cal shall apply for the Applicable Land Use Approvals necessary for the construction of the Project and receive the City Approval.	February 28, 2019
3. Construction Plans. Stay Cal shall submit proposed Construction Plans for the Project to the City for the City's review and receive the City approval. [Amended and Restated PSA § 4.10]	Grading and Foundation Plans by January 6, 2019 Construction Plans due December 30, 2020
4. Financing Plan. Stay Cal shall submit evidence of financing, acceptable to the City, for development of Project. [Amended and Restated PSA § 4.06]	June 1, 2021

Action	Date
5. Building Permits. Stay Cal shall obtain the Building Permits for construction of Project.	No later than February 1, 2022
6. Construction Contract. Stay Cal shall submit, and receive, City approval of the construction contract for the construction of the Project.	August 1, 2021
7. Payment and Performance Bonds. Stay Cal shall submit for and receive City approval of the payment and performance bonds for the construction of the Project. [Amended and Restated PSA § 4.20]	February 1, 2022
8. Insurance. Stay Cal shall submit evidence of insurance to the City and receive City approval thereof.	February 1, 2022
9. Commencement of Construction. Stay Cal shall commence construction of the Project. [DA § 6.19]	March 1, 2022
10. Completion of Construction. Stay Ca shall complete construction of the Project.	March 1, 2023

FIFTH AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF PITTSBURG AND STAY CAL PITTSBURG LLC

(APN 086-100-045)

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT ("**Fifth Amendment**"), dated for reference as January 14, 2021, is entered into by and between the City of Pittsburg, a California municipal corporation ("**Seller or City**"), and Stay Cal Pittsburg LLC, a California limited liability company ("**Buyer or Stay Cal**"). City and Stay Cal are collectively referred to herein as the "**Parties**."

RECITALS

A. Seller and Buyer entered into that certain Amended and Restated Purchase and Sale Agreement on December 5, 2018 ("**Agreement**") regarding Buyer's acquisition of real property located at southwest corner of Center Drive and Railroad Avenue, also known as APN 086-100-045 ("**Property**"), as more particularly described in Exhibit A to the Agreement.

B. Seller and Buyer entered into that First Amendment to Amended and Restated Purchase and Sale Agreement on June 18, 2019 ("**First Amendment**") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, and extended the close of escrow date.

C. Seller and Buyer entered into that Second Amendment to Amended and Restated Purchase and Sale Agreement on September 27, 2019 ("**Second Amendment**") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, and extended the close of escrow date.

D. Seller and Buyer entered into that Third Amendment to Amended and Restated Purchase and Sale Agreement on November 14, 2019 ("**Third Amendment**") which extended certain dates on Exhibit C of the Agreement, Schedule of Performance, and extended the close of escrow date.

E. The sale of the Property closed escrow on December 24, 2019.

F. Revisions to the Buyer's proposed project has necessitated further evaluation by the City, and the impacts of the Coronavirus, also known as COVID-19, have required that certain dates in Exhibit C of the Agreement, Schedule of Performance, be extended. Seller and Buyer entered into that Fourth Amendment to Amended and Restated Purchase and Sale Agreement on September 14, 2020 ("**Fourth Amendment**").

G. Due to COVID-19, Z Modular, the company retained by Stay Cal to construct the hotel rooms offsite, has had to make changes to its operation delaying Stay Cal's commencement date by as much as 16 months, to the middle of 2023.

H. Stay Cal, in an effort to increase its prospects for financing opportunities, is proposing to amend the site plan to allow for a commercial structure in addition to the proposed hotel. The Agreement and the respective sections will be amended prior to the submission of the commercial structure plans to the City that include the information, details, and schedule related to the commercial structure.

I. Stay Cal has, therefore, enlisted MWT Architect to design and prepare the construction documents for a hotel to be constructed onsite instead of modular hotel rooms to be constructed offsite and assembled on the Property. The change in the method of construction requires that certain dates in Exhibit C of the Agreement, Schedule of Performance, be revised. These revisions only add four months to the completion date in the Fourth Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Exhibit C – Schedule of Performance. Exhibit C Schedule of Performance of the Agreement is hereby replaced with Attachment 1 of this Fifth Amendment, reflecting the date changes to the construction of the hotel. A schedule of performance will be established prior to the submission of the plans to the City to reflect the dates related to the construction of the commercial structure.

2. Counterparts; Fax or Email Transmission. This Amendment may be executed in two or more identical counterparts, and may be delivered by fax or email transmission in addition to the other forms of delivery of notices acceptable under the terms of the Agreement.

3. Entire Agreement. The Agreement embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.

IN WITNESS WHEREOF, this Fifth Amendment is executed by Buyer and Seller as of the Effective Date.

SIGNATURES ARE ON THE FOLLOWING PAGE

City:
City of Pittsburg,
a California municipal corporation

By:
Name: Garrett Evans
Its: City Manager

Attest:

Alice E. Evenson, City Clerk

Reviewed as to Form:

Donna Mooney, City Attorney

Stay Cal:
Stay Cal Pittsburg LLC,
a California limited liability company

By:
Name: Hiten Suraj
Its: Manager

City:
City of Pittsburg,
a California municipal corporation

By: ______________________
Name: Garrett Evans
Its: City Manager

Attest:

____
Alice E. Evenson, City Clerk

Reviewed as to Form:

____
Donna Mooney, City Attorney

Stay Cal:
Stay Cal Pittsburg LLC,
a California limited liability company

By: ______________________
Name: Hiten Suraj
Its: Manager

Attachment 1

EXHIBIT C SCHEDULE OF PERFORMANCE

Hotel Schedule

Action	Date
1. Conceptual Development Documents. Stay Cal shall submit the Conceptual Development Documents to the City for the City's review and receive the City approval.	March 1, 2021
2. Application for Applicable Land Use Approvals. Stay Cal shall apply for the Applicable Land Use Approvals necessary for the construction of the Project and receive the City Approval. Stay Cal shall request to extend its Land Use Approvals.	February 28, 2019 - Submitted . Before the expiration date of the current Land Use Approvals June 25, 2021.
3. Construction Plans. Stay Cal shall submit proposed Construction Plans for the Project to the City for the City's review and receive the City approval. [Amended and Restated PSA § 4.10]	Grading and Foundation Plans by March 1, 2021 Construction Plans due March 1, 2021
4. Financing Plan. Stay Cal shall submit evidence of financing, acceptable to the City, for development of Project. [Amended and Restated PSA § 4.06]	August 1, 2021
5. Building Permits. Stay Cal shall obtain the Building Permits for construction of Project.	No later than February 1, 2022
6. Construction Contract. Stay Cal shall submit, and receive, City approval of the construction contract for the construction of the Project.	August 1, 2021
7. Payment and Performance Bonds. Stay Cal shall submit for and receive City approval of the payment and performance bonds for the construction of the Project. [Amended and Restated PSA § 4.20]	February 1, 2022
8. Insurance. Stay Cal shall submit evidence of insurance to the City and receive City approval thereof.	February 1, 2022

Action	Date
9. Commencement of Construction. Stay Cal shall commence construction of the Project. [DA § 6.19]	March 1, 2022
10. Completion of Construction. Stay Cal shall complete construction of the Project.	July 1, 2023

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: March 7, 2022

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

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

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

This meeting was held in compliance with California Government Code Section 54953(e)(2), which was added by Assembly Bill 361 which became effective October 1, 2021, pursuant to the Governor's Executive Order N-15-21. On November 29, 2021, the City Council authorized hybrid meetings of the City Council and Commissions upon findings made in Resolution 21-13997 as required by state law. In addition, all Boards authorized teleconferenced meetings. City Council Members/Board Members/Commissioners and appropriate staff participated virtually. The Public will continue virtual participation via Zoom. Pursuant to Government Code Section 54953(e)(3), the Council/Board/ Commission authorization is effective for 30 days and may be extended every 30 days if the Council/Board/Commission makes required findings.

Vice-Mayor Scales-Preston called the Meeting of the City Council to order at 7:02 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening in Closed Session at 6:00 P.M. for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8:

Property: Southwest corner of Center Drive and Railroad Avenue (APN 086-100-045); Negotiator for the City of Pittsburg: Garrett Evans and Maria Aliotti; Negotiating Party: Stay Cal Pittsburg, LLC; Under Negotiations: Both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to Section 54956.9(d)(4)

Number of cases: one

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Maria Aliotti, Charles Sakai, Sloan Sakai Yeung & Wong LLP

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

Unrepresented employees: Management Group; Senior Executive Team

No reportable action was taken in Closed Session with regards to Items 1 and 3.

As to Item 2, in compliance with the Brown Act at California Government Code Section 54957.1(a)(2), the City Attorney reported that the City Council has given approval to initiate litigation by a vote of 4-1, Vice-Mayor Scales-Preston, Councilmember Banales, Councilmember Craft, and Councilmember Killings voting in favor, and Mayor White voting against. Once the action is formally commenced, the action, defendant, or other particulars will be disclosed to any person on inquiry unless an exception applies.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PRESENTATIONS

4. NHA Financial Advisors LLC

Presentation on Water Rates Discussion and CalPers Unfunded Accrued Liability (UAL) Cost Management Strategies, and the potential issuance of a water bond to finance various water related capital improvement projects and a pension obligation bond to mitigate the rising UAL.

PROCLAMATIONS

5. Red Cross Month

6. World Down Syndrome Day

7. Cesar Chavez Day

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management and upcoming City events.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

Member Killings attended the Economic Development/Waterfront subcommittee along with Member Banales.

PUBLIC HEARING

8. Adoption of a City Council Resolution Approving an Update to the Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) Mitigation Fees

Mayor White opened the Public Hearing. There being no one to speak to the item, Mayor White closed the Public Hearing.

On Motion by Member Banales, seconded by Vice-Mayor Scales-Preston to adopt and carried unanimously.

CONSIDERATION

9. Adoption of a City Council Resolution Nominating Two City Council Members to the Los Medanos Health Advisory Committee

On Motion by Member Craft, seconded by Member Banales to appoint Member Killings and Vice-Mayor Scales-Preston to the Los Medanos Health Advisory Committee and carried unanimously.

10. Adoption of Resolutions Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

On Motion by Member Craft, seconded by Vice-Mayor Scales-Preston to adopt with the provision City Council and other bodies remain virtual until April 3, at which time all bodies will meet in person in the Council Chamber with full public in-person participation, and that subcommittee meetings will remain virtual for health reasons, and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest statements.

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

On Motion by Member Craft, seconded by Vice-Mayor/Chair Scales-Preston to adopt and carried unanimously.

11. Minutes of Special Meeting February 14, 2022, Special Meeting February 22, 2022

and February 22, 2022

12. Adoption of a City Council Resolution Establishing the Maximum Number of Condominium Conversions for Calendar Year 2022

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Vice Mayor Scales-Preston stated she participated with PAL and 25 children on a trip to Black Diamond Mines. She also commented on the mental health crisis at Hampton Inn last week and thanked the Police Department for their work. She noted that at a luncheon with elected women, Supervisors Mitchoff and Burgis gave kudos to our police department and mental health team for their successful effort in dealing with this crisis.

Member Craft also commented on the Hampton Inn incident. She noted she would like the Black History Month programs to be coordinated next year.

ADJOURNMENT

The City Council adjourned at 9:49 P.M. to March 21, 2022.

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: Adoption of a City Council Resolution to Establish the 2022/2023 Annual Stormwater Utility Area Fee

MEETING DATE: March 21, 2022

EXECUTIVE SUMMARY

Each year, the City Council establishes the amount of the Stormwater Utility Area fee paid by property owners to support drainage maintenance and other activities required by the Federal Clean Water Act and the City's Joint Municipal permit for the National Pollutant Discharge Elimination System (NPDES) program. Staff recommends no change be made to the current fee, which is $30.00 per Equivalent Runoff Unit (ERU). No increase is proposed.

FISCAL IMPACT

Annual assessments are determined by issuing an Equivalent Runoff Unit multiplier depending on what "ERU Group" a specific land use falls under. For example, a single family home on a parcel between 5,000 to 20,000 sq. ft. (ERU Group "A") = 1.0 ERU. That results in the homeowner paying $30.00 annually on their property tax. For most commercial parcels, including supermarkets, restaurants, car dealerships, etc. (ERU Group "J") = 12 ERU/acre. Maintaining the Stormwater Utility Area fee at $30.00 per ERU will allow the City to collect the maximum amount of NPDES funds to run the NPDES program as required. This rate allows the City to meet ongoing permit costs for fiscal year 2022/2023. The annual revenue to be generated from this assessment is projected to be $1.2 million.

RECOMMENDATION

City Council adopt the attached resolution establishing a Stormwater Utility Area fee rate of $30.00 per ERU for fiscal year 2022/2023 and request the Contra Costa County Flood Control and Water Conservation District to adopt an annual parcel assessment based on that rate to cover the City's costs associated with its NPDES activities.

BACKGROUND

In 1987, the federal government began requiring NPDES permits for all non-point source discharges of stormwater runoff entering waters of the state. Permit compliance responsibilities are vested with the State Water Quality Control Board (SWQCB).

In 1993, the City joined with the Contra Costa County Flood Control and Water Conservation District, Contra Costa County, and 18 other cities to create the Contra Costa Clean Water Program (County Program) to effectively respond to federal and state requirements regulating local discharges of stormwater into the San Joaquin / Sacramento River Delta and other waters of the state.

As a member of the County Program, the City is required to fund its pro-rata share of County Program costs for regional activities as well as the City's work to comply locally. In 1993, the City Council adopted Resolution 93-7913, authorizing the County Board of Supervisors to hold a public hearing and adopt Ordinance No. 93-47 to establish the Stormwater Utility Assessment Drainage Fee to help finance administrative and program activities necessary to comply with the NPDES Permit.

At that time, $30.00 was established as the maximum ERU rate for the City of Pittsburg. The City established the initial ERU rate at $24.00. In 2005, the City Council approved Resolution 05-10273, to increase the rate to $30.00 for fiscal year 2005/2006 to cover program costs and has re-established the fee each year.

The Contra Costa County Flood Control and Water Conservation District assesses the fee on developed parcels within the City.

SUBCOMMITTEE FINDINGS

This item was not presented at a subcommittee.

STAFF ANALYSIS

Maintaining the ERU at the maximum $30.00 is necessary for the City to continue the activities required to comply with its NPDES permit. A new permit is anticipated to be adopted and become effective on July 1, 2022. This permit has a five-year term, which requires increased efforts to meet benchmark reductions for pollutants such as trash, PCBs, and mercury.

NPDES revenues pay for the staff and materials needed to maintain the City's drainage infrastructure and creek channels. This includes debris removal, repairs, and stream bank erosion controls. It also pays for the inspection, monitoring, and management of illicit discharges, illegal storm drain connections, and other potential stormwater violations and issues.

ATTACHMENTS: Resolution

Report Prepared By: Joseph Camaddo, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishment of the FY 2022/2023) Annual Stormwater Utility Area Fee)	RESOLUTION NO. 22-

WHEREAS, under federal Water Pollution Control Act (Clean Water Act) and the National Pollutant Discharge Elimination System (NPDES) program, prescribed discharges of stormwater require a permit from the appropriate California Regional Water Quality Control Board; and

WHEREAS, the City has an NPDES permit that requires the implementation of selected Best Management Practices to minimize or eliminate pollutants from entering stormwaters; and

WHEREAS, it is the intent of the City to utilize funds received from its Stormwater Utility Area (SUA) fee for implementation of the NPDES program and drainage maintenance activities; and

WHEREAS, at the request of the City, the Contra Costa County Flood Control & Water Conservation District (District) has completed the process of SUA fee formation, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, the SUA fee and Program Group Costs Payment agreement between City and District requires that the City annually, by May 1, determine the rate to be assessed to a single Equivalent Runoff Unit (ERU) for the forthcoming fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby assigns a single Equivalent Runoff Unit (ERU) rate for FY 2022/2023 at $30.00 and requests the District to adopt the SUA fee levies based on said amount.

PASSED, AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of March 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

ATTEST:

____
Holland Barrett White, Mayor

____
Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of a Lease Agreement between the City of Pittsburg and Approved Auto Center of Pittsburg	)))	RESOLUTION NO. 22-

WHEREAS on April 20, 2020, through Resolution 20-13765, City Council approved a Purchase and Sale agreement, and an Assignment and Assumption agreement by and between the City and Rose Clarke Winter which assigned Winter's lease with Approved Auto Center of Pittsburg (Lessee) to the City; and

WHEREAS, the City owns certain real property located at 2101 Railroad Avenue, also known as Contra Costa County Assessor's Parcel Number 088-171-035; and

WHEREAS, the Assignment and Assumption agreement expires March 31, 2022; and

WHEREAS, the Lease Agreement (Lease) will be effective April 1, 2022 (Effective Date) and end on March 31, 2025 or the date of any termination in accordance with the provisions in the Lease. The Lease can be terminated, with or without cause, within 90 days written notice from either party; and

WHEREAS, commencing on the Effective Date, the base rent (Base Rent) will be Eight Thousand Two Hundred Forty Dollars ($8,240) per month. Base Rent will increase annually on each April 1st thereafter by three percent (3%) per annum over the Base Rent paid in the immediate prior year; and

WHEREAS, the City will receive a total of Three Hundred Five Thousand Six Hundred and Twenty-Eight Dollars ($305,628) for the term of the Lease.

NOW, THEREFORE BE IT RESOLVED that the City Council authorizes the City Manager to execute the Lease and take such further actions as may be necessary or appropriate regarding the terms of the Lease.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of March 2022 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Holland Barrett White, Mayor

ATTEST:___________________________
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Lease Agreement by and Between the City of Pittsburg and Approved Auto Center of Pittsburg

MEETING DATE: March 21, 2022

EXECUTIVE SUMMARY

The City owns certain real property located at 2101 Railroad Avenue, also known as Contra Costa County Assessor's Parcel Number 088-171-035 (Property). The City proposes to enter into a three (3) year lease agreement (Lease) with Approved Auto Center of Pittsburg (Lessee) with one (1) option to extend (Option to Extend) for an additional five (5) years with the City's approval.

FISCAL IMPACT

The City will receive a total of Three Hundred Five Thousand Six Hundred and Twenty-Eight Dollars ($305,628) for the term of the Lease. Upon exercising the Option to Extend, a fair market rent study will be conducted to determine the rate.

RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager or his designee to execute the Lease and take such further actions as may be necessary or appropriate regarding the terms of the Lease.

BACKGROUND

On April 20, 2020, through Resolution 20-13765, City Council approved a Purchase and Sale agreement, and an Assignment and Assumption agreement by and between the City and Rose Clarke Winter (Winter) which assigned Winter's lease with Lessee to the City. The Assignment and Assumption agreement expires March 31, 2022.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Property is 1.58 acres that consists of a one-story commercial building and parking lot. The Lease will be effective April 1, 2022 (Effective Date) and end on March 31, 2025 or the date of any termination in accordance with the provisions in the Lease.

Commencing on the Effective date, the base rent (Base Rent) will be Eight Thousand Two Hundred Forty Dollars ($8,240) per month. Base Rent will increase annually on each April 1st thereafter by three percent (3%) per annum over the Base Rent paid in the immediate prior year.

Year	Monthly Rent
April 1, 2022 - March 31, 2023	$8,240
April 1, 2023 - March 31, 2024	$8,487
April 1, 2024 - March 31, 2025	$8,742

If Lessee elects to exercise the Option to Extend, Base Rent for the first year of the Lease extension term will be determined based on fair market value of similar leasable space in Pittsburg for the period commencing on April 1, 2025 then increasing by 3% per annum. The Lease can be terminated, with or without cause, within 90 days written notice from either party. The City desires to lease the Property to the Lessee to be operated as a used car dealership and the Lessee desires to lease the Property from the City.

ATTACHMENTS: Resolution
Lease Agreement

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

LEASE AGREEMENT

BY AND BETWEEN

CITY OF PITTSBURG,

ROBERT CHUDY AND GUSTAVO ESPINOZA

THIS LEASE ("**Agreement**") is dated as of __________, 2022 (the "**Effective Date**") by and between the City of Pittsburg, a municipal corporation ("**City**"),Robert Chudy, an individual and Gustavo Espinoza, an individual, doing business together as Approved Auto Center of Pittsburg ("**Lessee**"). City and Lessee are collectively referred to in this Agreement as the "**Parties**".

RECITALS

A. The City is the owner of the real property located at 2101 Railroad Avenue also known as Contra Costa County Assessor Parcel Number (APN) 088-171-035 in the city of Pittsburg, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**").

B. The Property is 1.58 acres that consists of a one story commercial building and parking lot.

C. The City desires to lease the Property to the Lessee to be operated as a used car dealership (the "**Business"**) and the Lessee desires to lease the Property from the City.

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; 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 4.3.

(b) "Base Rent" is defined in Section 2.3.1.

(c) "Business" is defined in Recital C.

(d) “Claims” is defined in Section 3.2.

(e) “Force Majeure” is defined in Section 14.1.

(f) “Hazardous Materials” is defined in Section 6.5.1.

(g) “Hazardous Materials Laws” is defined in Section 6.5.2.

(h) “Impositions” is defined in Section 3.1.

(i) “Improvements” is defined in Section 4.1.

(j) “Indemnitees” is defined in Section 3.2.

(k) “Property” is defined in Recital A.

(l) “Security Deposit” is defined in Section 2.4.

(m) “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 Lease; Prior Rights. This Agreement is subject and subordinate to the prior and continuing rights and obligations of the City. This Agreement is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title that may affect the Property as of the Effective Date.

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

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

ARTICLE II
LEASE; TERM; RENT; SECURITY DEPOSIT

2.1 Agreement to Lease Property. Subject to, and upon, the terms and conditions set forth in this Agreement, the City hereby leases the Property to Lessee as of Effective Date and Lessee hereby leases the Property from the City. Lessee acknowledges that the City has made no representation or warranty regarding the condition of the Property, or the suitability or fitness of the Property for the Business except as specifically stated in this Agreement.

2.2 Term of Agreement. The term of this Agreement ("**Term**") commences on the Effective Date and ends on March 31, 2025 or the date of any termination of the Agreement in accordance with the provisions hereof.

2.2.1 Option to Extend the Term; Notice. Provided the Lessee is in full conformance with the terms and conditions of this Agreement, the Lessee shall have one (1) option to extend the Term of this Agreement for five (5) years. To exercise the Option to Extend, the Lessee shall notify the Lessor in writing of Lessee's intent to exercise this option at least ninety (90) days prior to the termination date of the initial Term which is December 31, 2024.

2.2.2 Termination. Lessee may terminate this Agreement, with or without cause, at any time by giving 90 days written notice of termination to Lessor. Lessor may terminate this Agreement with or without cause, at any time by giving 90 days written notice of termination to Lessee.

2.3 Commencement of Rent. Lessee shall commence paying Base Rent on April 1, 2022 (the "**Commencement Date**"). If the Commencement Date is not the first day of the month, Lessee shall pay pro-rata Base Rent (as defined below) calculated based on the number of days of occupancy of Lessee for that month.

2.3.1 Base Rent. Commencing on the Commencement Date, Lessee shall pay base rent ("**Base Rent**"), without deduction, offset, prior notice or demand in the amount of Eight Thousand Two Hundred Forty Dollars (**$8,240.00**) per month. Base Rent will increase annually on each April 1 thereafter by three percent (3%) per annum over the Base Rent paid in the immediate prior year.

Year	**Monthly Rent**
April 1, 2022 - March 31, 2023	$ 8,240

April 1, 2023 - March 31, 2024	$ 8,487
April 1, 2024 - March 31, 2025	$ 8,742

2.3.2 Rent Adjustment. If Lessee elects to exercise its Option to Extend the Term in accordance to Section 2.2.1, Base Rent for the first year of the Lease Extension Term will be determined based on fair market value of similar leasable space in Pittsburg for the period commencing on April 1, 2025 increasing by 3% per annum over the Base Rent paid in the immediate prior year.

2.3.3 Additional Rent. As additional rent, Lessee shall pay and discharge when due, all Impositions described in Article III, all insurance premiums, all utility costs paid by the City for the Property including but not limited to water, all City fees and charges and all other liabilities and obligations Lessee assumes or agrees to pay or undertake pursuant to this Agreement (the "**Additional Rent**").

2.3.4 Base Rent and Additional Rent are collectively referred to herein as "**Rent**."

2.3.5 Payment of Rent. Rent is due and payable on the first day of each month to the City at the address shown in Section 14.4.2 or such other place as the City may designate in writing.

2.4 Security Deposit. A security deposit in the amount of Six Thousand Dollars ($6,000.00) (the "**Security Deposit**") was transferred and received by the City through the Assignment and Assumption Agreement executed in conjunction with the City's purchase of the Property as recorded in the Contra Costa County under Doc-2020-09848 on May 26, 2020. Provided that Lessee is not in default under this Agreement, the City shall return the Security Deposit to Lessee upon termination of this Agreement. The City has no obligation to pay or earn interest on the Security Deposit.

2.4.1 Use of Security Deposit. If Lessee is in default with respect to any provision of this Agreement, the City 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 City for any damage or reasonable expense sustained by the City and resulting from such default, but only after providing Lessee with an opportunity to cure such default pursuant to the provisions of Section 13.2. The City shall provide Lessee with evidence of damages incurred as a result of a default by Lessee. If this Agreement has not been terminated as a result of such default, Lessee, on demand from the City, shall promptly restore the Security Deposit to the full amount required under Section 2.4.

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

2.6 Late Fee. Lessee hereby acknowledges that late payment by the Lessee to City of Rent will cause City to incur costs not contemplated by thisAgreement, 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 City by the terms of any mortgage or trust deed covering the Property. Accordingly, if any installment of Rent due from the Lessee is not received by City on the date such installment of Rent is due, Lessee shall pay to City a late charge equal to ten percent (10%) of such overdue Rent. City and Lessee hereby agree that such late charge represents a fair and reasonable estimated of the cost City shall incur by reason of late payment by Lessee. Acceptance of such late charge by City shall in no event constitute a waiver of Lessee's default by with respect to such overdue amount.

ARTICLE III
TAXES, ASSESSMENTS AND OTHER CHARGES

3.1 Impositions. Throughout the Term, Lessee 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 Property 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 Property or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by Lessee from sublessees or licensees, (c) any use or occupancy of the Property or part thereof, or (d) this transaction or any document to which Lessee is a party creating or transferring an estate or interest in the Property 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), Lessee 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 Lessee and the City.

3.1.2 Evidence of Payment. Upon request by the City, Lessee shall furnish, in form satisfactory to the City, evidence of payment prior to delinquency of all Impositions payable by Lessee.

3.2 Lessee Right to Contest. Lessee 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 Lessee 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 City's title to the Property to foreclosure or forfeiture. Lessee shall indemnify, defend, and hold the City 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 Lessee. During any contest of an Imposition, Lessee shall (by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the City's title, reversion or other interest in the Property. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 3.2, Lessee shall immediately pay such Imposition and all costs and expenses relating to such challenge.

3.3 Lessee Duty to File. Lessee 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 Lessee under the provisions of this Article III, and shall notify the City in writing upon making such filing, declaration, statement or report, and the City is not be responsible for the contents of any such declaration, statement or report; provided however, the City shall cooperate with Lessee 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 City.

ARTICLE IV
ALTERATIONS AND NEW CONSTRUCTION

4.1 Changes and Alterations. During the Term of this Agreement, Lessee shall not make any change, alteration or addition to the Property (collectively, the "**Improvements**") that would materially alter the function or exterior appearance of the Property, other than the Lessee Improvements defined and described in Article VII of this Agreement, without the prior written consent of the City. Except as otherwise set forth in this Agreement, all Improvements may be made at the sole cost and expense of Lessee and must comply with all of the following:

(a) The Improvements may not materially impair the value or structural integrity of the Property.

(b) The Improvements may be necessary for the operation of the Business.

(c) No Improvements may be undertaken until Lessee 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 Improvements 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 Property, or the permitted demolition or new construction or any restoration, Lessee 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 Property.

(f) Prior to commencement of any construction, change, alteration or repair, Lessee shall deliver to the City 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 City to post a notice of nonresponsibility on the Property.

4.2 No Right to Demolish. Notwithstanding any other provisions of this Article IV, Lessee shall have no right to demolish the Improvements, once built, unless Lessee shall have received the prior written approval of the City.

4.3 Compliance with Laws. Lessee 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*. Lessee 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 City has the right of access to the Property during normal construction hours for purposes of assuring compliance with this Agreement, so long as the City complies with all safety rules and does not unreasonably interfere with the progress of construction of the Improvements. The City shall give Lessee 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, Lessee shall defend (with counsel reasonably acceptable to the City), 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 Property or the Improvements by Lessee, or the activities or performance of Lessee under this Agreement, whether such activity or performance is by Lessee or by anyone directly or indirectly employed by or contracted with by Lessee and whether such Claim shall be discovered before or after termination of the Agreement. The indemnity obligations of Lessee 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 City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Lessee of any obligation imposed by this Agreement. The City shall notify Lessee 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, Lessee agrees to keep the Property free and clear of all mechanics' liens and other liens on account of work done by or for a Party. Lessee shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against all liability, loss, damages, costs and expenses (including reasonable attorney's fees) incurred by or brought against the City for claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to the City or persons claiming under it. In the event any lien is recorded, Lessee shall, within twenty (20) days following such recordation, cause such lien to be removed of record by bonding or otherwise.

ARTICLE V
MANAGEMENT, USE AND OPERATION OF THE PROPERTY

5.1 Permitted Uses. Lessee may use the Property, with proper permits and license, for the operation of the Business and for no other purposes without the prior written consent of the City. Lessee shall not use or permit the Property to be used in whole or in part during the Term for any purpose other than as permitted pursuant to this Agreement or by the written consent of the City.

5.2 Nondiscrimination. Lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the, use, occupancy, tenure or enjoyment of the Property herein leased nor shall Lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection of employees or vendees in the Property herein leased.

5.3 Maintenance and Inspection of the Property.

5.3.1 Maintenance. At the sole cost and expense of Lessee throughout the Term, Lessee shall operate, maintain and manage the Property including all equipment, landscaping and improvements thereon in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Property. Lessee shall ensure that the Property is served by adequate lighting in accordance with applicable building codes. Lessee shall promptly, at the sole cost and expense of Lessee, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. Lessee shall keep and maintain all portions of the Property in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti. The failure of Lessee to maintain the Property in accordance with this Agreement shall, in the City's discretion, be grounds for termination of this Agreement pursuant to Article IX.

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

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

5.4 City's Right to Perform Lessee Obligations. If following notice and the expiration of any applicable cure period as set forth in Section 13.2.1, Lessee fails to perform its obligations to maintain the Property in accordance with the standards set forth in this Agreement, the City shall have the right, but not the obligation, to perform such work upon delivery of written notice to Lessee, and Lessee shall reimburse the City for all expenditures the City incurs in connection with such work together with interest thereon at the Default Rate specified in Article XIII. The City's election to undertake such obligation shall not operate as a waiver of any other right or remedy the City may have pursuant to this Agreement.

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

5.6 Compliance with Laws. Lessee, at its sole cost and expense, shall comply with all Applicable Laws pertaining to the use, operation, and management of the Property. Lessee shall not itself use the Property for any unlawful purpose or perform, permit or suffer any act of omission or commission upon which would result in a nuisance or a violation of law. Lessee shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Property for any unlawful purpose or perform, permit or suffer any act of omission or commission which would result in a nuisance or a violation of law.

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

5.8 Maintenance of Licenses and Permits; Legal Compliance. Lessee will, and will cause the 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. Lessee 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. Lessee further agrees to notify City in writing within 10 days of its receipt of service or notice in any administrative or judicial proceeding in which Lessee is named as a party that is related to the occupation or use of the Property, or that is related to the licensing of Lessee 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, Lessee including, but not limited to, business licenses. All repairs and Improvements to the Property must be performed by licensed and bonded contractors.

ARTICLE VI
CONDITION OF THE PROPERTY; ENVIRONMENTAL MATTERS

6.1 Condition of the Property.

6.1.1 AS-IS Condition. Lessee will lease the Property in its “AS IS” condition as such condition exists as of the Effective Date.

6.1.2 No Representations. Lessee acknowledges that except as expressly set forth herein, the City makes no representations or warranties expressed or implied regarding the condition of the Property or the fitness or suitability thereof for the purposes of Lessee, 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 Property shall affect the rights of Lessee or the City hereunder. Lessee shall rely solely on its own independent investigation and judgment as to all matters relating to the Property. Lessee acknowledges and agrees that prior to the Effective Date it has made such investigations of the Property, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Lessee deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions and shall lease the Property in its condition as of the Effective Date “AS-IS” “WHERE-IS” AND WITH ALL FAULTS. Lessee further acknowledges that the City has made available all data and information on the Property available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

6.2 Lessee’s Covenants. Lessee hereby covenants and agrees that throughout the Term:

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

(b) Lessee shall not permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall Lessee permit the presence or release of Hazardous Materials in, on, under, about or from the Property 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, Lessee shall immediately advise the City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Lessee or the Property pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against Lessee, the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Property; or (iv) the discovery of any occurrence or condition, by Lessee, on any real property adjoining or in the vicinity of the Property classified as "Border Zone Property" under the provisions of former California Health and Safety Code, Sections 25220 *et seq.,* or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**." The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by Lessee.

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

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

6.3 Release of Claims. Lessee hereby waives, releases and discharges forever the Indemnitees from all present and future Claims Lessee may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Property.

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

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

As such relates to this Section 6.3, Lessee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

____
Lessee Initials

6.4 Environmental Indemnity. Lessee shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Property during the Term, (ii) the failure of Lessee, or the employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of Lessee to comply with Hazardous Materials Laws, or (iii) the breach by Lessee 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 Property 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. Subject to construction in compliance with the provisions of Article IV of this Agreement, Lessee must receive written approval from the City prior to the construction of any improvements, changes, utility installations and alterations (the **"Tenant Improvements"**) that affect the Property. Prior to expending any funds for the acquisition, installation and/or construction of any Tenant Improvements, Lessee hereby agrees to submit to City the plans, specifications, bid(s), and cost estimates for the undertaking of the Tenant Improvements.

7.2 Prevailing Wages. To the full extent required by all applicable state and federal laws, rules and regulations, if any, Lessee 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, Lessee shall submit to City a plan for monitoring payment of prevailing wages and shall implement such plan at the sole expense of Lessee.

Lessee shall indemnify, defend (with counsel approved by City) 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 Tenant 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 Lessee 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 City does not and will not waive any rights against Lessee that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or deposit by Lessee to City 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 Lessee 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, Lessee shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Property, (ii) any work or thing done on or in the Property, (iii) any condition of any alteration or addition constructed by Lessee on the Property, (iv) any breach or default by Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to the terms of this Agreement, (v) any negligence of Lessee, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Property, and (vii) the furnishing of labor or materials by Lessee or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, Lessee, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. If an insurer under insurance required to be maintained by Lessee hereunder shall undertake to defend the City under a reservation of rights with respect to ultimate coverage and the City shall reasonably deem it necessary to retain independent counsel with respect to such matter, Lessee shall pay the reasonable fees of such counsel. The obligations of Lessee 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. Lessee shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the City as additional insured and/or loss payee:

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

b. Workers' compensation insurance that complies with the statutory requirements of the State of California.

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

If Lessee undertakes the construction of the Tenant Improvements pursuant to Article VII, Lessee shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Tenant Improvements, naming the Indemnitees as additional insureds 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 Property during the Term, the City shall elect by written notice delivered to Lessee within sixty (60) days following the date of the occurrence of the damage to either remove or restore and rebuild the Property as nearly as possible to the condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Property, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Property within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the City pursuant to this Agreement. If the City does not elect to restore the Property and the City 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 City's option this Agreement will terminate upon delivery of written notice to Lessee. If the City elects to restore the Property, the City shall confer with Lessee regarding the design and plans for such restoration of the Property.

9.2 Notice Required. In the event of material damage to or destruction of the Property, or any part thereof, Lessee shall promptly give the City notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article 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 City's Right to Terminate. Notwithstanding any contrary provision of this Article IX, the City has the option to terminate this Agreement and be relieved of the obligation to restore the Property where all or substantially all of the Property are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by Lessee and/or the City nor required to be insured against by Lessee and/or the City under this Agreement.

ARTICLE X
LANDLORD'S RIGHT TO PERFORM LESSEE'S COVENANTS

10.1 Landlord's Rights. If Lessee fails at any time to pay any Imposition or other charge payable by Lessee 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 City, after thirty (30) days' written notice to Lessee and without waiving or releasing Lessee from any obligation of Lessee hereunder, may (but is not required to): (i) pay such Imposition or other charge payable by Lessee; (ii) pay for and maintain the insurance policies required pursuant to this Agreement, or (iii) make such other payment or perform such other act on the part of Lessee to be made or performed under this Agreement; and the City may enter upon the Property for such purpose and take all such action thereon as may be reasonably necessary therefor.

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

ARTICLE XI
MORTGAGES

11.1 Non-Subordination of Fee. The City will not subordinate its leasehold interest in the Property or its right to rent payments hereunder or any other right of the City under this Agreement. Except as expressly set forth in this Agreement, Lessee may not mortgage its interest in the Property. Notwithstanding anything to the contrary, the City has no obligation to encumber or otherwise subordinate its fee interest in the Property to Lessee.

ARTICLE XII
ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMENT

12.1 Restrictions on Transfer, Assignment and Encumbrance. Lessee 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 Property, the fixtures, any Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise.

12.2 No Involuntary Transfers. No interest of Lessee in this Agreement, the Property 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 Lessee 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 Lessee, and City 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 Lessee.

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

ARTICLE XIII
DEFAULT, REMEDIES AND TERMINATION

13.1 Event of Default. Lessee 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. Lessee fails to pay Base Rent when due and Lessee fails to cure such default within three (3) business days;

(b) Other Monetary Obligations. Lessee at any time is in default hereunder as to any monetary obligation other than Base Rent (including without limitation, the obligation of Lessee to pay the City expenses and any taxes and assessments due on the Property or part thereof, subject to the right of Lessee to contest such charges pursuant to Section 3.2), and such default continues for 30 days after the date upon which the City shall have given Lessee a Notice of Default (as defined in Section 13.2.1);

(c) Insurance. Lessee fails to obtain and maintain any insurance required pursuant to Section 8.2 of this Agreement, and Lessee fails to cure such default within 10 days following receipt of Notice of Default;

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

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

(f) Non-Monetary Obligations. Lessee 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 30 days after the date upon which the City has given written notice of the default to Lessee; provided however, if the default is of a nature that it cannot be cured within 30 days, an Event of Default shall not arise hereunder if Lessee commences to cure the default within 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. Lessee files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

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

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

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

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

13.3.3 City Right to Continue Agreement. In the event of any default under this Agreement by Lessee (and regardless of whether or not Lessee has abandoned the Property), this Agreement does not terminate (except by an exercise of the City's right to terminate under Section 13.3.1) unless the City makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the right to possession held by Lessee. For so long as this Agreement continues in effect, the City may enforce all of the City's rights and remedies under this Agreement, including, without limitation, the right to recover all Rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the right to possession held by Lessee: (a) acts of maintenance or preservation or efforts to relet the Property; or (b) the appointment of a receiver upon initiative of the City to protect the City interest under this Agreement.

13.3.4 Right to Injunction; Specific Performance. In the event of a default by Lessee under this Agreement, the City shall have the right to commence an action against Lessee for damages, injunction and/or specific performance. The failure, for any reason, of Lessee 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 Lessee fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, the City, at its option, may have a receiver appointed to take possession of the interest of Lessee in the Property with power in the receiver (a) to administer the interest in the Property held by Lessee, (b) to collect all funds available in connection with the operation of the Property, and (c) to perform all other acts consistent with the obligations of Lessee 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, provisions and conditions of this Agreement, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the City upon the conditions and subject to the provisions in this Agreement to terminate the right of possession held by Lessee 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 City 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 City to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Tenant Improvements or any part thereof shall relieve Lessee 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 30 days of the commencement of the cause and such extension is not rejected in writing by the other Party within 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 Lessee and the City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

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

14.3 Representations of City and Lessee.

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

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

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

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

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

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

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:

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

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

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

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) 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 nonbusiness day.

City: City of Pittsburg

65 Civic Avenue
Pittsburg, CA 94565
Attention: City Manager

Lessee: Approved Auto Center of Pittsburg
2101 Railroad Avenue
Pittsburg, CA 94565
Attention: Robert Chudy and Gustavo Espinoza

14.4.3 Captions; Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. 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 Agreement 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/Agreement. A memorandum of lease may 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 Attorney's Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

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 indemnitee 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/Lessee 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 City and Lessee, and it is expressly understood and agreed that the City does not as a result of this Agreement in any way nor for any purpose become a partner of Lessee or a joint venturer with Lessee in the conduct of business or otherwise by Lessee. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the City and Lessee. It is further expressly understood and agreed that this Agreement is not intended to, and shall not be construed to create the relationship of lender and borrower, and the City does not, solely as a result of this Agreement, become a lender to Lessee.

14.4.10 Entire Agreement. This Agreement, together with exhibits which by this reference are 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. The City Manager, in his or her sole discretion, may make minor amendments to the Agreement. This Agreement may be amended or modified only by a written instrument executed by the Parties.

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

14.4.13 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.

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

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

[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.

CITY OF PITTSBURG
a municipal corporation

By: ____________________________
City Manager

ATTEST:

By: ____________________________
City Clerk

LESSEE
individuals, doing business together as Approved Auto Center of Pittsburg

By: ________________________________ ________________________________
Robert Chudy Gustavo Espinoza

EXHIBIT A

PROPERTY

A certain parcel of land situated in the City of Pittsburg, County of Contra Costa, State of California and more particularly described as 2101 Railroad Avenue.

APN:. 094-080-014

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Appoint a Financing Team for a Potential Water Revenue Bond Financing and to Negotiate and Execute the Necessary Contracts or Agreements to Retain Such Services

MEETING DATE: March 21, 2022

EXECUTIVE SUMMARY

City staff anticipate issuing at least one series of water revenue bonds in calendar year 2022 to secure funding for critical capital projects. City staff plan to engage Stradling Yocca Carlson & Rauth as bond and disclosure counsel, NHA Advisors LLC as municipal advisor, and Piper Sandler & Co. as underwriter (collectively, the "Financing Team"). The Financing Team will be paid on a contingent basis, out of the proceeds of the potential water revenue bonds.

FISCAL IMPACT

The Financing Team will be paid out of the proceeds of the financing, with its compensation being contingent upon a successful close of the financing. Accordingly, there is no budgetary impact to the Water Fund. The actual amounts paid to the consultants will vary depending on the financing structure and par.

Staff will bring a separate agenda item at a subsequent meeting regarding the authorization for water revenue bonds, at which time a good faith estimate on the total costs to issue the bonds will be considered.

RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager to appoint a Financing Team and negotiate and execute the necessary contracts or agreements to retain such services.

BACKGROUND

The City's is currently conducting a water rate study in accordance with the requirements of Proposition 218. The City's most recent rate increases were authorized in 2018 and concluded in 2021.

The water treatment, conveyance facilities and infrastructure, require repair and replacement in order to meet the current water demands and prepare for the increase in demand as the community grows. If not addressed, water service to approximately 76,500 residents in Pittsburg may be interrupted. City staff expect the repair and replacement costs of the Water System to be $31 million over the next 6 years.

Given recent geopolitical events and inflationary pressures, interest rates for tax exempt municipal bonds have experienced volatility and a significant upward trend in interest rates. With future interest rate increases expected from the Federal government, it is expected that the cost of borrowing will continue to increase over the coming months. Additionally, the costs of materials, supplies, and labor have increased markedly over the last 12 months and are expected to continue to increase.

Accordingly, City staff propose to commence the bond issuance process at this time to minimize the amount of time it takes the City to issue water revenue bonds, thereby reducing inflation and interest rate risk to the City.

SUBCOMMITTEE FINDINGS

NHA Advisors LLC presented on the water rates discussion and the potential issuance of water revenue bonds to the Finance Subcommittee on January 21, 2022 and February 4, 2022, and to the City Council on March 7, 2022.

STAFF ANALYSIS

Some key objectives of the current rate study are to provide annual Capital Improvement Project ("CIP") funds for necessary repair and replacement, and to provide funding for the Water Treatment Plant upgrades.

City staff expect to utilize a combination of pay-as-you-go and bond financing to address CIP needs. However, it is recommended to use a municipal bond to finance the Water Treatment Plant CIP needs for the following reasons: 1) earlier project construction reduces WTP failure risk, 2) earlier construction reduces the risk of project cost increases, and 3) using a tax-exempt municipal bond to finance the cost of the project may reduce the necessary required rate increases.

To the second and third items above, construction inflation is difficult to predict. However, construction costs trended significantly higher in 2021, at 9.8% increases (highest level in the 20-year lookback). Additionally, tax-exempt municipal bond interest rates are increasing. Since the beginning of 2022, the tax-exempt market's index has increased approximately 0.75% for 5-year debt, 0.60% for 10-year debt, and 0.5% for 30-year debt.

Given these increases in both project construction costs and financing costs, City staff recommend engaging the Financing Team to begin the process of structuring a water revenue bond and drafting the necessary legal documents. The Financing Team is paid on a contingent basis out of the proceeds of the financing, so there is no budgetary impact to the Water Fund.

ATTACHMENTS: Resolution

Report Prepared By: Maria M. Aliotti, Deputy City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Appoint A Financing Team for a Potential Water Revenue Bond Financing and to Negotiate and Execute Contracts or Agreements to Retain Such Services	)	RESOLUTION NO. 22-

WHEREAS, the City proposes to finance certain costs in connection with improvements to the City's water treatment plant and the repair and replacement of certain existing water facilities and other appurtenant facilities (collectively, the "Project") through the issuance of water revenue bonds (the "Bonds") by the City of Pittsburg Public Financing Authority; and

WHEREAS, in order to provide for the issuance of the Bonds to finance the Project, City staff, under the direction of the City Council and City Manager, and with the assistance of certain attorneys, consultants, and other third parties designated herein, will take actions needed to proceed with the financing of the Project through issuance of the Bonds; and

WHEREAS, prior to and as a condition to issuance of the Bonds, the City Council must authorize the issuance of the Bonds at a future public meeting held by the City Council.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the City Manager to appoint a Financing Team and to negotiate and execute contracts or to sign such other documentation as is necessary or appropriate to evidence such engagements and retain such services in connection with the Bonds; and to work with the attorneys, consultants, and third parties designated to take all actions necessary and appropriate to present the Bonds and related agreement to the City Council for approval at a future meeting

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of March 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

____
Holland Barrett White, 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: Receive and file the City's other miscellaneous reports: Independent Accountants' Report on Agreed-Upon Procedures Applied to Appropriations Limit Schedule for 2021-2022, Memorandum on Internal Controls and Required Communication for Fiscal Year Ended June 30, 2021.

MEETING DATE: March 21, 2022

EXECUTIVE SUMMARY

The miscellaneous reports are in connection with the Annual Comprehensive Financial Report (ACFR). The ACFR was approved by the City Council on January 18, 2022. The City received an unqualified or "clean opinion" by the City's auditing firm, Maze and Associates, Certified Public Accountants.

FISCAL IMPACT

There is no fiscal impact to receive and file the city's other miscellaneous reports.

RECOMMENDATION

Receive and file the city's other miscellaneous reports for the fiscal year ended June 30, 2021.

BACKGROUND

Proposition 4, the "Gann" initiative, was passed by California voters in 1978 and is intended to limit governmental General Fund appropriations. The appropriation limit is calculated each year based upon FY 1978--79 appropriations, modified by the composite consumer price index, and population changes that have occurred in subsequent years.

The Memorandum on Internal Controls (MOIC) is part of the planning and performing of the year-end financial statement audit in accordance with auditing standards. Internal controls are processes designed to help safeguard an organization and minimize risk to its objectives. This information is intended solely for the use of management, City Council and other agencies requiring compliance with Government Auditing Standards.

The Required Communication is part of the planning and performing of the year-end financial statement audit in accordance with auditing standards and the Uniform Guidance. This information is the responsibility of management.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City's General Fund appropriation limit for Fiscal Year 2021-22 amounted to $187.5 million. The City's Fiscal Year 2021-22 General Fund budget was $51.3 million, which is below the appropriation limit.

In its MOIC, Maze identified one significant deficiency in the City's internal controls. A significant deficiency in internal control is less severe than material weakness, yet important enough to merit attention by those charged with governance.

Subledgers Reconciliation to the General Ledgers:

Condition: Housing Authority uses a separate software system, HAPPY, to account for transactions related to the Section 8 program. This system is not directly interfaced with the City's general ledger system, Eden. The City prepares reconciliations and records journal entries to book the activity from HAPPY into Eden. However, during the interim phase of the audit, it was noted that the two systems do not reconcile to one another.

In addition, the City maintains subledger for its capital assets balances. During the final phase of the audit, the auditor was provided versions of the capital asset schedules and noted there were assets that were not recorded in the subledger but recorded in the General Ledger and assets recorded in the subledger but not the general ledger.

Management's Response: The City agrees with the finding and the recommendation for the Housing Authority and the capital asset balances.

The City is currently in the process of switching to a new housing software YARDI, the implementation started January 2022. As part of the system implementation, the City will review the chart of accounts, which will also be housed within the new software system. By using this chart of accounts, the City will update the City's financial system, EDEN, through an interface. This will assure timely and accurate reports will be produced to perform monthly reconciliation between the subledger and the general ledger. The City is currently staffed adequately for the Housing Authority's financial functions and have implemented procedures to ensure timely and regular reconciliations between the two systems to validate the accuracy of the data.

The City has contracted with its ERP vendor, Eden, to reconcile the subledger to the general ledger. The City and Eden will identify the underlying processes that caused the issues as to why the two ledgers are not reconciling. Any necessary changes to both ledgers and by fiscal year end both the subledger and general ledger will be reconciled. The City will review the Capital Assets Policy and update for acquisition, valuation and disposition of capital assets including a review of internal controls to strengthen these processes.

ATTACHMENTS:	Independent Accountants' Report on Agree-Upon Procedures Applied to the Appropriations Limit Schedule for the Fiscal Year Ended June 30, 2021
	Memorandum on Internal Controls
	Required Communication
Report Prepared By:	Laura Mendez, Finance Reporting Manager
Reviewed By:	Paul Rodrigues, Finance Director

CITY OF PITTSBURG

REQUIRED COMMUNICATIONS

FOR THE YEAR ENDED JUNE 30, 2021

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CITY OF PITTSBURG
REQUIRED COMMUNICATIONS

For The Year Ended June 30, 2021

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REQUIRED COMMUNICATIONS

To the City Council of
the City of Pittsburg, California

We have audited the basic financial statements of the City of Pittsburg, California (City), for the year ended June 30, 2021. Professional standards require that we communicate to you the following information related to our audit under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance.

Significant Audit Matters

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year, except as follows:

GASB 84 – *Fiduciary Activities*

The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

The pronouncement became effective, and as disclosed in Note 1 to the financial statements required a prior period restatement for the cumulative effect on the financial statements.

GASB 90 – *Majority Equity Interests (an amendment of GASB Statements No. 14 and No. 61)*

The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value.

The pronouncement became effective, but did not have a material effect on the financial statements.

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3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

T 925.930.0902
F 925.930.0135
E maze@mazeassociates.com
W **mazeassociates.com**

Unusual Transactions, Controversial or Emerging Areas

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

> *Estimated Net Pension Liabilities and Pension-Related Deferred Outflows and Inflows of Resources:* Management's estimate of the net pension liabilities and deferred outflows/inflows of resources are disclosed in Note 11 to the financial statements and are based on accounting valuations determined by the California Public Employees Retirement System, which are based on the experience of the City. We evaluated the key factors and assumptions used to develop the estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole.
>
> *Estimated Net OPEB Liabilities and OPEB–Related Deferred Outflows and Inflows of Resources:* Management's estimate of the net OPEB liabilities and deferred outflows/inflows of resources are disclosed in Note 12 to the financial statements and are based on actuarial studies determined by a consultant, which are based on the experience of the City. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.
>
> *Estimated Liability for Claims Payable:* Management's estimate of the liability for claims payable is disclosed in Note 10 to the financial statements and is based on actuarial studies determined by a consultant, which is based on the claims experience of the City. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.
>
> *Estimate of Depreciation:* Management's estimate of the depreciation is based on useful lives determined by management. These lives have been determined by management based on the expected useful life of assets as disclosed in Note 1 to the financial statements. We evaluated the key factors and assumptions used to develop the depreciation estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Disclosures

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Except for the adjustment made to the long-term obligation balance of the Successor Agency to the Redevelopment Agency Private-Purpose Trust Fund, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Professional standards require us to accumulate all known and likely uncorrected misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We have no such misstatements to report to the City Council.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in a management representation letter dated December 22, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Information Accompanying the Financial Statements

We applied certain limited procedures to the required supplementary information that accompanies and supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the required supplementary information and do not express an opinion or provide any assurance on the required supplementary information.

We were engaged to report on the supplementary information, which accompanies the financial statements but are not required supplementary information. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory and Statistical Sections which accompany the financial statements, but are not required supplementary information. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and accordingly, we do not express an opinion or provide any assurance on them.

******

This information is intended solely for the use of City Council and management and is not intended to be, and should not be, used by anyone other than these specified parties.

Maze & Associates

Pleasant Hill, California
December 22, 2021

CITY OF PITTSBURG

MEMORANDUM ON INTERNAL CONTROL

FOR THE YEAR ENDED JUNE 30, 2021

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CITY OF PITTSBURG
MEMORANDUM ON INTERNAL CONTROL

For the Year Ended June 30, 2021

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MEMORANDUM ON INTERNAL CONTROL

To the City Council of
the City of Pittsburg, California

In planning and performing our audit of the financial statements of the City of Pittsburg (City), as of and for the year ended June 30, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. However, as discussed below, we identified certain deficiency in internal control that we consider to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control included on the Schedule of Significant Deficiency to be a significant deficiency.

Included in the Schedule of Other Matters are recommendations not meeting the above definitions that we believe are opportunities for strengthening internal controls and operating efficiency.

Management's written responses included in this report have not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of management, City Council, others within the organization, and agencies and pass-through entities requiring compliance with *Government Auditing Standards*, and is not intended to be and should not be used by anyone other than these specified parties.

Maze & Associates

Pleasant Hill, California
December 22, 2021

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CITY OF PITTSBURG
MEMORANDUM ON INTERNAL CONTROL

SCHEDULE OF SIGNIFICANT DEFICIENCY

2021-01 Subledger Reconciliation to the General Ledger

Criteria: When a transaction system is not interfaced directly (i.e. manual transfer of data required) with the general ledger, regular reconciliations, including the capital assets module, between the systems must be performed to ensure that proper amounts are recorded in the general ledger.

Condition: Housing Authority uses a separate software system, HAPPY, to account for transactions related to the Section 8 program. This system is not directly interfaced with the City's general ledger system, Eden. The City prepares reconciliations and records journal entries to book the activity from HAPPY into Eden. However, During the interim phase of our audit, we noted that the two systems do not reconcile to one another.

In addition, the City maintains subledger for its capital assets balances. During final phase of our audit, we encountered the following:

- We were provided versions of the capital asset schedules,
- There were assets that were not recorded in the subledger but recorded in the General Ledger,
- Some of the assets listed on the subledger were not recorded in the General Ledger

Cause: Due to staff turnover.

Effect: Without a reconciliation between the subledger and the general ledger, there exists a risk of inaccuracy of the general ledger balances.

Recommendation: We recommend that the City review the account set up of all subsystems that are not directly integrated with the general ledger. The mapping of accounts of these subledgers should be consistent with the mapping of the general ledger. The City should ensure that timely and regular reconciliations are performed to capture and record balances between the systems used by the department and the general ledger.

Management's Response: The City agrees with the finding and the recommendation for the Housing Authority and the capital asset balances.

The City is currently in the process of switching to a new housing software YARDI, the implementation started January 2022. As part of the system implementation, the City will review our chart of accounts, which will also be housed within the new software system. By using this chart of accounts, the City will update the City's financial system, EDEN, through an interface. This will assure timely and accurate reports will be produced to perform monthly reconciliation between the subledger and the general ledger. The City is currently staffed adequately for the Housing Authority's financial functions and have implemented procedures to ensure timely and regular reconciliations between the two systems to validate the accuracy of the data.

The City has contracted with its ERP vendor, Eden, to reconcile the subledger to the general ledger. The City and Eden will identify the underlying processes that caused the issues as to why the two ledgers are not reconciling. Work with City staff to make any necessary changes to both ledgers and by fiscal year end both the subledger and general ledger will be reconciled. The City will review our Capital Assets Policy and update for acquisition, valuation and disposition of capital assets including a review of internal controls to strengthen these processes.

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SCHEDULE OF OTHER MATTERS

NEW GASB PRONOUNCEMENTS OR PRONOUNCEMENTS NOT YET EFFECTIVE

The following comment represents new pronouncements taking affect in the next few years. We have cited them here to keep you informed of developments:

EFFECTIVE FISCAL YEAR 2021/22:

GASB 87 – *Leases*

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

GASB 89 – *Accounting for Interest Cost Incurred before the End of a Construction Period*

The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements,* which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

SCHEDULE OF OTHER MATTERS

GASB 92 – ***Omnibus 2020***

The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics and includes specific provisions about the following:

- The effective date of Statement No. 87, Leases, and Implementation Guide No. 2019-3, Leases, for interim financial reports
- Reporting of intra-entity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other postemployment benefit (OPEB) plan
- The applicability of Statements No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*, as amended, and No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, as amended, to reporting assets accumulated for postemployment benefits
- The applicability of certain requirements of Statement No. 84, *Fiduciary Activities*, to postemployment benefit arrangements
- Measurement of liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition
- Reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers
- Reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature
- Terminology used to refer to derivative instruments.

GASB 93 – ***Replacement of Interbank Offered Rates***

Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)—most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate.

Statement No. 53, Accounting and Financial Reporting for Derivative Instruments, as amended, requires a government to terminate hedge accounting when it renegotiates or amends a critical term of a hedging derivative instrument, such as the reference rate of a hedging derivative instrument's variable payment. In addition, in accordance with Statement No. 87, Leases, as amended, replacement of the rate on which variable payments depend in a lease contract would require a government to apply the provisions for lease modifications, including remeasurement of the lease liability or lease receivable.

The objective of this Statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR.

SCHEDULE OF OTHER MATTERS

GASB 97 – *Certain Component Unit Criteria, and Accounting for and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*

The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

EFFECTIVE FISCAL YEAR 2022/23:

GASB 91 – *Conduit Debt Obligations*

The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

GASB 94 – *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*

The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Some PPPs meet the definition of a service concession arrangement (SCA), which the Board defines in this Statement as a PPP in which (1) the operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement.

This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). As defined in this Statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction.

CITY OF PITTSBURG
MEMORANDUM ON INTERNAL CONTROL

SCHEDULE OF OTHER MATTERS

GASB 96 – *Subscription-Based Information Technology Arrangements*

This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.

STATUS OF PRIOR YEAR SIGNIFICANT DEFICIENCY

2020-01 Review of Payroll Registers and Payroll Database

Criteria: Payroll registers should be reviewed by an employee who does not have edit rights in the City's payroll system and the review process should be documented in some formal manner. Also, the function of payroll processing and access to payroll database should be segregated. If the City's system does not allow such segregation, changes to the payroll database should be reviewed and approved by a person who cannot edit the database.

Condition: During our audit, we found that five staff in the Finance Department can edit the payroll database, including two who process payroll. In addition, the City does not have a formal review processes for both payroll registers and changes made to the payroll database.

Cause: We understand that City staff did not realize that these review processes were necessary as the City's Human Resources Department is tasked with making changes to the payroll database.

Effect: Without proper review of payroll registers and payroll database changes, errors, mistakes, and unauthorized transactions may not be detected.

Recommendation: We recommend that the City establish procedures to have an employee, who does not have edit rights in the City's payroll system, to review the payroll register after every payroll run. Also, an employee who cannot edit the payroll database should review changes to the database to ensure that the changes made are authorized. If it is deemed impossible to implement the above recommendation under the current staffing situation, a cross-review of the payroll database should be performed by the two employees who process payroll.

Current Status: *Implemented*

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INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED UPON PROCEDURES FOR COMPLIANCE WITH THE PROPOSITION 111 2021-2022 APPROPRIATIONS LIMIT INCREMENT

Honorable Mayor and Members of the City Council
City of Pittsburg, California

We have performed the procedures enumerated below on the Appropriations Limit Worksheet (Worksheet) of the City of Pittsburg, California, for the year ended June 30, 2022. The City's management is responsible for the Worksheet.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of these procedures, which were suggested by the League of California Cities and presented in their Article XIIIB Appropriations Limitation Uniform Guidelines, were performed solely to assist you in meeting the requirements of Section 1.5 of Article XIIIB of the California Constitution. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings were as follows:

A. We obtained the Worksheet and determined that the 2021-2022 Appropriations Limit of $187,489,062 and annual adjustment factors were adopted by Resolution of the City Council. We also determined that the population and inflation options were selected by a recorded vote of the City Council.

B. We recomputed the 2021-2022 Appropriations Limit by multiplying the 2020-2021 Prior Year Appropriations Limit by the Total Growth Factor. We recomputed the Total Growth Factor by multiplying the population option by the inflation option.

C. For the Worksheet, we agreed the Per Capita Income Factor, City Population Factor and County Population Factor to California State Department of Finance Worksheets.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the Worksheet. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of management and the City Council and is not intended to be and should not be used by anyone other than those specified parties; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.

Maze & Associates

Pleasant Hill, California
December 22, 2021

Accountancy Corporation
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

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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 Bylaws for Youth Advisory Commission

MEETING DATE: March 21, 2022

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 approve a Resolution to adopt the bylaws for the Youth Advisory Commissions to be consistent with the Handbook.

FISCAL IMPACT

This item has no fiscal impact.

RECOMMENDATION

City Council approve a Resolution to adopt the bylaws for the Youth Advisory Commissions to be consistent with the Handbook.

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, staff and the City Council. At the time, these bodies included the Community Advisory Commission, Historic Resources Commission, Housing Authority, Pittsburg Planning Commission, Measure M Citizen Oversight Committee and Sister Cities Committee.

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

On September 17, 2020, the City Council adopted Ordinance 20-1477 adding Chapter 2.80 to the Municipal Code relating to the establishment and structure of the Pittsburg Youth Commission, and also directed staff to prepare bylaws to reflect the policies and procedures in the handbook.

SUBCOMMITTEE FINDINGS

This item was presented before the Youth Advisory Commission at their February 23, 2022 meeting. The Commission reviewed and recommended staff bring to City Council for adoption

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. Each commission also uses 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 bylaws for the Youth Advisory Commission.

ATTACHMENTS: Resolution
Bylaws Youth Advisory Commission
Youth Advisory Commission Letter of Support

Report Prepared By: Kolette Simonton, Interim Director of Recreation

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Bylaws for Youth Advisory)
Commission) RESOLUTION NO. 22-

WHEREAS, the City of Pittsburg maintains various advisory bodies that provide information and assistance in addressing specific issues, facilitate community decision-making and serve as a conduit between citizens, staff and the City Council; and,

WHEREAS, the advisory bodies are governed by the Pittsburg 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 September 17, 2020, the City Council adopted Ordinance No. 20-1477 adding Chapter 2.80 to the Pittsburg Municipal Code relating to the establishment and structure of the Pittsburg Youth Commission; and,

WHEREAS, on September 17, 2020, the City Council also directed staff to prepare bylaws to reflect the policies and procedures in the handbook, and submit them for City Council consideration and adoption; and,

WHEREAS, staff recommends adoption of bylaws for Youth Advisory Commission to comply with the adopted Handbook for City Advisory Bodies.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the bylaws for the Youth Advisory Commission.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of March 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Holland Barrett White, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

CITY OF PITTSBURG
YOUTH ADVISORY COMMISSION
BYLAWS

ARTICLE I
PUROSE AND MISSION STATEMENT

Section 1. The City of Pittsburg Youth Advisory Commission is an advisory body appointed by the City Council to provide the youth voice to the City Council to promoting civic engagement and community service while furthering the understanding of how municipal government works.

Section 2. The mission of the Youth Advisory Commission is to serve as a liaison between Pittsburg youth and the City Council concerning issues that affect the quality of life for the youth of Pittsburg. The Youth Advisory Commission provides information, makes recommendations, and suggests policies to the City Council on issues of civic engagement and community service.

ARTICLE I
GENERAL PROVISIONS

Section 1. These Rules of Procedure shall be known as the Bylaws and Rules of Procedure of the Youth Advisory Commission of the City of Pittsburg. A copy of these Rules and amendments thereto, shall be filed in the offices of the City Clerk for examination by the public.

Section 2. These Rules and any amendments hereto shall be effective on the date of the adoption hereof and shall govern the meetings and activities of the Youth Advisory Commission.

ARTICLE II
COMMISSION COMPOSITION AND METHOD OF APPOINTMENT

Section 1. The Youth Advisory Commission shall be composed of members as set forth in the Municipal Code.

Section 2. Commission members may resign at any time by giving written notice to the Mayor, City Clerk, and Recreation Director or his/her designee.

ARTICLE III
TERM OF OFFICE AND REMOVAL

Section 1. Youth Advisory Commission Members shall serve a two (2) year term, as set forth in the Municipal Code.

The City Council may reappoint members of the Commission to serve another term if there are no other applicants or if the Council has already considered the current applicants and determined to reappoint an existing member whose term has exceeded the term limits. A member of the commission may not serve simultaneously on more than one City board, commission, or Commission.

Section 2. Any member of the Youth Advisory Commission may be removed by a majority of the City Council. Removal and appointment of Commission Members shall be made only at a regularly scheduled meeting of the City Council.

Section 3. Commission Members should endeavor to attend all regular and special meetings of the Youth Advisory Commission. The Secretary to the Youth Advisory Commission shall provide the Council with quarterly attendance reports by Commission members. After the fourth unexcused absence from a regularly scheduled Commission meeting within any twelve (12) month period, said Commission Member's office shall be automatically declared vacant.

Section 4. For purposes of determining excessive absences upon which the City Council may initiate removal procedures, any of the following may constitute grounds for excessive absences: four (4) unexcused absences occurring within one year period, three (3) consecutive unexcused absences, or six (6) consecutive excused absences occurring within the one (1) year period. Additionally, if a Commission Member is late by more than twenty (20) minutes to two meetings without permission from said Youth Advisory Commission, this shall constitute one absence.

Section 5. If a Commission Member ceases to reside in the City of Pittsburg, or in the case of youth members, ceases to be enrolled in school, said Commission Member's office shall be automatically declared vacant.

ARTICLE IV
VACANCIES

Section 1. Vacancies on the Youth Advisory Commission occurring other than by expiration of term shall be filled for the unexpired portion of the term by the alternates. If there are more than two vacancies on the Youth Advisory Commission, vacancies shall be filled in the same manner as the original appointment.

ARTICLE V
OFFICERS, SELECTION AND TERMS OF OFFICE

Section 1. The positions of Chairperson and Vice Chairpersons shall be for one-year terms and shall be rotated among all Commission members before a Commissioner assumes the previously held position of Chairperson or Vice Chairperson.

Section 2. The sitting Vice Chairperson shall automatically become the Chairperson at the first meeting after Commission appointments are made by the City Council (as described above) excluding special appointments. The selection of the Vice Chairperson shall follow a standardized rotation order as follows:

1. The position of Vice Chairperson shall be rotated among all Commissioners based on seniority.
2. Seniority for new Commissioners shall be determined by the order in which a Commissioner was appointed.
3. 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.
4. 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 newly appointed Commissioners.
5. Should any Commissioner not be willing 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. The secretary to the Youth Advisory Commission will be the City Manager or his/her designee 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 4. Duties of Officers. The Chair performs the following duties:

1. Presides at all meetings of the Youth Advisory Commission.
2. Appoints subcommittees and chairpersons of subcommittees
3. Signs correspondence on behalf of the Youth Advisory Commission.
4. Performs other duties necessary or customary to the office.
5. Serves the City Council and the residents of the City of Pittsburg with professionalism and respect.

Section 3. In the event of the absence of the Chairperson or his/her inability to act, the Vice- Chairperson presides in place of the Chairperson. In the event of the absence of or the inability to act of both the Chairperson and the Vice-Chairperson, the next Commissioner in line for those duties who is present shall serve as acting Chairperson in their absence, and so on.

ARTICLE VI
SUBCOMMITTEES

Section 1. The Youth Advisory Commission or the Chairperson, upon direction of the Youth Advisory Commission, may appoint several of its members, but fewer than a quorum, to serve as a Subcommittee. The Youth Advisory Commission may appoint non-members to the Subcommittee to obtain additional public involvement as needed. Subcommittees make recommendations directly to the Youth Advisory Commission.

Section 2. A Subcommittee may not represent the Youth Advisory Commission before the Commission or Council or other bodies unless it has first received the authorization of the Youth Advisory Commission to do so.

ARTICLE VII
MEETINGS

Section 1. The Youth Advisory Commission shall hold regular meetings at least once per month at a designated time and place, which shall be fixed and determined by the Youth Advisory Commission and entered upon its minutes. All meetings of the Youth Advisory Commission shall be held in a public building or, so long as allowed by state law, a publicly accessible virtual meeting place. Special meetings of the Youth Advisory Commission may be called by most of the members thereof, or by the Chairperson thereof. Notice of any such special meeting shall be given as required by law. All Commission meeting with the purpose of developing reports or recommendations to the Youth Commission or City Council should have staff in attendance.

Section 2. A quorum for the transaction of all Youth Advisory Commission business shall consist of not less than seven (7) voting members of the Youth Advisory Commission. The secretary shall prepare and submit “Action Minutes” of all regular and special meetings of the Youth Advisory Commission, and these shall be sent to all members and administrative officers in advance of the meeting in which they are to be approved.

Section 3. Commission Members shall attend all regular and special Commission meetings in person. Commission Members will not be permitted to use teleconference as an option to attend any Commission meetings, unless allowed by law during an emergency.

Section 4. The agenda shall be prepared by the Chair and/or staff 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. Audience Remarks/ Public Comments
7. Presentations
8. Old Business
9. New Business
10. Commissioner/ Staff Comments
11. Adjournment

ARTICLE VIII
GENERAL RESPONSIBILITIES OF THE COMMISSION

Section 1. Provide input on youth services and programming to the Community Advisory Commission, City Council and to City Staff.

Section 2. Address issues that affect youth in the community.

Section 3. Assist with the promotion and implementation of youth activities.

Section 4. Generate an annual report on the progress of the Youth Advisory Commission.

Section 5. Additionally, Commission members are expected to attend all regular meeting and subcommittee meetings as assigned; attend the activities planned and sponsored by the Youth Advisory Commission; and promote youth activities and provide support for successful implementation of youth activities and programs.

ARTICLE IX
STAFF ASSISTANCE

Section 1. The City Manager shall provide the Youth Advisory Commission with such information and Staff assistance as the Youth Advisory Commission may, from time to time request, subject to the availability of resources.

ARTICLE X
ANNUAL TRAINING REQUIRED

Section 1. Commission members shall on an annual basis participate in training concerning the Open Meeting Laws under Ralph M. Brown Act, California Government Code Section 54950 et seq. Commission members shall also participate in AB 1234

Ethics Training every two years.

ARTCILE XI
AMENDMENTS

Section 1. These Bylaws and Rules of Procedure may be amended in the same manner as originally adopted.

City of Pittsburg
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4021 | www.PittsburgCA.gov

March 9, 2022

Pittsburg City Council
65 Civic Avenue
Pittsburg, CA 94565

Re: Pittsburg Youth Advisory Commission Bylaws Recommendation

We, the members of the Youth Advisory Commission, have reviewed the proposed draft Bylaws establishing the rules of procedure for the Youth Advisory Commission. We find that these bylaws clearly outline the Committee's purpose, mission and rules around authority, rights, and expectations.

The Youth Advisory Committee recommends that the Council move to adopt the Bylaws as written.

Respectfully,

Michaela Aquino, Chair
Aafia Sammee, Co-Chair
Alyssa Larson, Commissioner
Aliya Mansur, Commissioner
Balance Dollarhide-Watson, Commissioner
Deyanel Maldonado, Commissioner
Gianna Payton, Commissioner
Janiyah Joseph, Commissioner
Sosiua Vea, Commissioner

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving Amendment #3 to the Employment Agreement for the City Manager

MEETING DATE:

EXECUTIVE SUMMARY

On February 4, 2019, the City Council approved the appointment of Garrett Evans as City Manager and entered into an Employment Agreement. The Employment Agreement has been amended twice. The resolution would authorize an amendment to increase the salary.

FISCAL IMPACT

The contract amendment will increase the rate of pay by two-point-five percent (2.5%) for the remainder of the fiscal year, which will be absorbed into the department's current allocated budget.

RECOMMENDATION

The City Council move to adopt the Resolution approving Amendment #3 to the City Manager's Employment Agreement.

BACKGROUND

The City Council conducted a review of Mr. Evan's performance in closed session on February 22, 2022 and provided authorization to negotiate a salary increase as set forth in Amendment #3 of the Employment Agreement on behalf of the City.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Subsequent to Mr. Evans' performance review in closed session with the City Council on February 22, 2022, the Council provided authorization to the Mayor, and the City Manager agreed, on the attached amendment to the City Manager's employment agreement providing a two-point-five percent (2.5%) cost of living adjustment (COLA). The amendment makes the increase effective February 6, 2022. This increase is consistent with general percentage increases for City staff. The City Manager of the City of Pittsburg also serves as Executive Director of the Successor Agency to the Redevelopment Agency of the City of Pittsburg, the Housing Authority of the City of Pittsburg, the Pittsburg Power Company, the Southwest Pittsburg Geologic Hazard Abatement District II, the Pittsburg Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburg.

The proposed amendment is attached.

ATTACHMENTS:
Resolution
Employment Agreement Amendment #3

Report Prepared By:
Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Amendment #3 to the City) RESOLUTION NO. 22-
Manager Employment Agreement)

WHEREAS, Garrett Evans is employed as City Manager and has an Employment Agreement which provides, in part, salary and benefits; and

WHEREAS, the City Council has conducted a performance review and merit-based annual evaluation of Garrett Evans' performance; and

WHEREAS, the City Council desires to adjust the base pay; and

WHEREAS, the amendment includes a two-point-five percent (2.5%) cost of living adjustment (COLA) increasing the base pay to $257,835.98 effective February 6, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves Amendment #3 to the Employment Agreement between the City of Pittsburg and Garrett Evans.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of March 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Holland Barrett White, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

EMPLOYMENT AGREEMENT
Amendment #3

THIS AMENDMENT TO THE EMPLOYMENT AGREEMENT, entered into this 22 day of March, 2022 by and between THE CITY OF PITTSBURG, hereinafter called and referred to as "CITY" and Garrett Evans, hereinafter called and referred to as "EMPLOYEE."

Amendment to Section 6, Compensation and Annual Evaluation

CITY and EMPLOYEE agree to amend Section 6, Compensation and Annual Evaluation, by changing the annual rate of pay from $251,547.30 to $257,835.98 to reflect a 2.5% cost of living adjustment effective February 5, 2022.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

CITY OF PITTSBURG

By__________________________
Holland Barrett White
Mayor

EMPLOYEE

By__________________________
Garrett Evans
City Manager