



**CITY OF PITTSBURG
AGENDA**

APRIL 15, 2019

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

**CLOSED SESSION
5:00 P.M.**

**STUDY SESSION – PITTSBURG MOVES
6:00 P.M.**

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

**CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II**

PRESIDING

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

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

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

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.

5:00 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9):

Martinez et al. v. City of Pittsburg et al., United States District Court Northern District of California case no. 17-cv-04246-RS

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of section 54956.9:

One (1) case

6:00 P.M. - STUDY SESSION - PITTSBURG MOVES

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

3. National Sexual Assault Awareness Month
4. National Library Week
5. Arbor Day
6. Earth Day and Civic Pride Day
7. Fair Housing Month

PRESENTATIONS

8. Jr. Kings

CITY MANAGER REPORTS/REMARKS

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

CITIZENS REMARKS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

HOUSING AUTHORITY

PUBLIC HEARING

9. Adoption of a Housing Authority Resolution Approving the Public Housing Agency Annual Plan for 2019 and Authorizing the Executive Director to Submit the Public Housing Agency Annual Plan for 2019 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 Pittsburgh (the "Housing Authority") has prepared its Public Housing Agency Annual ("PHA") for 2019. HUD requires all public housing agencies to submit their annual plan for review. The PHA Annual Plan for 2019 summarizes the activities proposed by the Housing Authority for the next year as well as updates or revises the 5-Year Plan submitted in 2015.

CONSIDERATION

COMBINED HOUSING AUTHORITY AND CITY COUNCIL CONSENT CALENDAR

10. Minutes of March 18, 2019
11. Disbursement List of March 31, 2019
12. Adoption of a City Council and Authority Resolution to Approve the Transfer of Unclaimed funds to the City's General Fund and Housing Authority Fund Pursuant to California Government Code Section 50053

Staff has identified outstanding City of Pittsburgh and Housing Authority checks that remain unclaimed for more than three years. According to California Government Code Section 5003, these funds can now be considered the property of the City of Pittsburgh and the Housing Authority.

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY to May 20, 2019

CITY COUNCIL MEETING

CONSIDERATION

13. Adoption of a City Council Resolution Approving a List of Projects to be Funded by SB 1, the Road Repair and Accountability Act of 2017 for Fiscal Year 2019-20

Each fiscal year the City must adopt, by resolution, a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1. The list must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. Attached to this report is the proposed list of SB-1 funded projects for fiscal year 2019-20.

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, AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

14. Adoption of a City Council Resolution to Authorize the City of Pittsburg to Access State and Federal Summary Information for Employment and Related Purposes

The City of Pittsburg's Human Resources Department routinely performs criminal background checks for prospective employees, volunteers, and committee members to access criminal records and histories maintained by the California Department of Justice. The City wishes to expand its criminal database access to include Federal Bureau of Investigation (FBI) histories and out-of-state records.

15. Adoption of City Council Resolution to Approve a Lease Purchase Agreement for Fleet Equipment Financing

The Public Works Department maintains a fleet with an approximate replacement value of over \$6 million. The Public Works Department solicited bids for a Thermoplastic Machine, Backhoe and Air Compressor that are past their useful life and experiencing higher costs to maintain. The Finance Department solicited financing for replacement of this equipment per a Lease Agreement. The Lease Agreement exceeds the \$75,000 threshold and requires approval of City Council.

16. Adoption of a City Council Resolution to Accept the Plans and Specifications, and Authorize Award of Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement Project

Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement (the "Project"), is for removal and replacement of 100 linear feet of 24-inch raw

water intake line at the Water Treatment Plant. Adoption of this resolution will accept the plans and specifications for the Project and authorize the City Manager to award a contract up to the amount of \$137,500 for construction of the Project.

17. Adoption of a City Council Resolution to Authorize an Application for Grant Funds from the California Department of Water Resources for an Aquatic Adventure Camp

If approved, the resolution would authorize staff to submit an application to the California Department of Water Resources for a \$7,000 grant to support an Aquatic Adventure Camp recreation program.

18. Adoption of an Ordinance Amending Title 2 of the Pittsburg Municipal Code Related to City Commissions

On April 2, 2019, the City Council held a duly noticed meeting to consider amendments to Title 2 of the Pittsburg Municipal Code (PMC) in order to ensure consistency between the approved Handbook for City Advisory Bodies and newly updated bylaws for City commissions.

COUNCIL MEMBER REPORTS/REMARKS

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

ADJOURNMENT to May 6, 2019

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2019

Updated February 4, 2019

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

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

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

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

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

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

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

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



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

NATIONAL SEXUAL ASSAULT AWARENESS MONTH APRIL 2019

WHEREAS, in California there were 14,724 forcible rapes in 2017 and 274 forcible rapes reported in Contra Costa County, with an increasing number affecting adolescents; and

WHEREAS, sexual assault affects every person of Pittsburg as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

WHEREAS, many citizens of Pittsburg are working to provide quality services and assistance to sexual assault survivors; and dedicated volunteers help staff 24-hour hotlines, respond to emergency calls and offer support, comfort and advocacy during medical exams, criminal proceedings, and throughout the healing process; and

WHEREAS, staff and volunteers of Community Violence Solutions and its Rape Crisis Center, Children's Interview Center, Prevention Department, HOPE Therapy Services and Anti-Trafficking Project programs in Contra Costa County are promoting education by offering training to schools, churches, and civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

WHEREAS, it is vitally important that continued educational efforts to provide information about prevention and services for sexual assault be supported and enhanced; and

WHEREAS, it is critical to intensify public awareness of sexual assault, to educate people about the need for citizen involvement in efforts to reduce sexual violence, to increase support for agencies providing sexual assault services, and to increase awareness of the healing power of creative expression; and

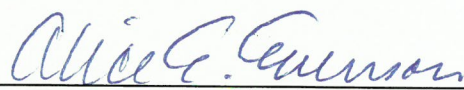
WHEREAS, Community Violence Solutions requests public support and assistance as it continues to work toward a society where all women, children, and men can live in peace, free from violence and exploitation.

NOW, THEREFORE, I, Juan Antonio Banales, Mayor, on behalf of the City Council of the City of Pittsburg, do hereby proclaim the month of April as Sexual Assault Awareness Month in Pittsburg, California and I commend this observance to all citizens.





Juan Antonio Banales, Mayor



Alice E. Evenson, City Clerk

ATTEST: April 15, 2019



City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION
RECOGNIZING NATIONAL LIBRARY WEEK
APRIL 7 – 13, 2019

WHEREAS, today's libraries are not just about books but what they do for and with people; and

WHEREAS, libraries of all types are at the heart of cities, towns, schools and campuses; and

WHEREAS, libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect; and

WHEREAS, libraries and librarians build strong communities through transformative services, programs and expertise; and

WHEREAS, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy; and

WHEREAS, libraries promote civic engagement by keeping people informed and aware of community events and issues; and

WHEREAS, librarians and library workers partner with other civic organizations to make sure their community's needs are being met; and

WHEREAS, libraries and librarians empower their communities to make informed decisions by providing free access to information; and

WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational resources that transform lives and strengthen communities; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

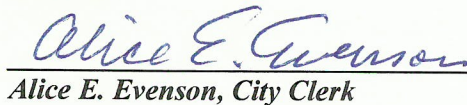
NOW, THEREFORE, I, Juan Antonio Banales, Mayor on behalf of the entire City Council proclaim National Library Week, April 7-13, 2019. The City of Pittsburg encourages all residents to visit the library this week to take advantage of the wonderful library resources available, explore what's new and engage with your librarian. Because of you, Libraries Transform.





Juan Antonio Banales, Mayor

ATTEST:



Alice E. Evenson, City Clerk



City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

*ARBOR DAY
PITTSBURG – TREE CITY U.S.A.
April 26, 2019*

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and,

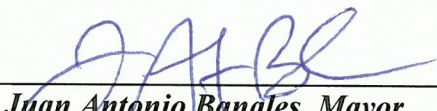
WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and,

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and,

WHEREAS, Pittsburg has been recognized as “Tree City U.S.A.” by the National Arbor Day Foundation and desires to continue its efforts to plant and maintain trees.

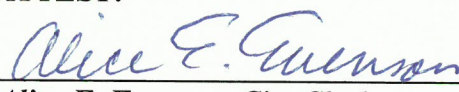
NOW THEREFORE, I, Juan Antonio Banales, on behalf of the City Council of the City of Pittsburg, do hereby proclaim April 26, 2019 as “Arbor Day” in the City of Pittsburg and urge all citizens to support our City’s urban forestry program and further, I encourage all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.





Juan Antonio Banales, Mayor

ATTEST:



Alice E. Evenson, City Clerk

April 15, 2019



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

EARTH DAY / CIVIC PRIDE DAY

APRIL 22, 2019 / MAY 4, 2019

WHEREAS, the first Earth Day was celebrated on April 22, 1970, with the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our nation's natural resources; and

WHEREAS, it is the responsibility of each of us to safeguard the environment, by recognizing that all human life depends upon the Earth and upon one another for our mutual existence, well-being, and development; and

WHEREAS, the steps we can take to protect and preserve our natural environment through education, partnerships, and positive actions should be encouraged in the City of Pittsburg; and

WHEREAS, the citizens and businesses of the City of Pittsburg are committed not only to the protection and preservation of our environment, but also to the restoration of ecosystems and habitat and keeping the environment litter free; and

WHEREAS, the City of Pittsburg strives to create opportunities in which individuals, businesses, civic organizations, school groups, and non-profits can come together to better the community through service and cleanup initiatives such as Civic Pride Day, and

WHEREAS, the City strives to collaborate with businesses to create a sustainable environment; and

WHEREAS, with partnering with others addressing litter by advocating individual responsibility, community partnerships and volunteerism creates a strong community focusing on improving our quality of life, and

WHEREAS, a clean community has a positive effect on safety, quality of life, economic development, and a more sustained environment is a foundation of a vigorous society and a robust economy.

NOW, THEREFORE, I Juan Antonio Banales, the Mayor of the City of Pittsburg, do hereby proclaim April 22, 2019, as Earth Day and May 4, 2019 as Civic Pride Day in the City of Pittsburg and urge all our citizens to join in efforts to be litter free and to preserve the beauty and wonder of the lands, skies, and water of the Earth in all its diversity.



Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

April 22, 2019



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

FAIR HOUSING MONTH

APRIL 2019

WHEREAS, April marks the anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

WHEREAS, a fundamental goal of government is to eliminate discrimination and assure the rights of every resident to buy and rent a home without regard to race, religion, sex, national origin, disability, family status, age, source of income, sexual orientation, gender identity, marital status, immigration status and first language; and

WHEREAS, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

WHEREAS, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;

WHEREAS, the City of Pittsburg supports the education of home owners, realtors, landlords, property managers, homebuyers, and tenants regarding their rights and responsibilities under federal and state fair housing laws; and

WHEREAS, the City of Pittsburg is proud of its commitment to fair housing, recognizes the need to affirmatively promote fair housing in its policies and practices, and will continue to work to identify and remove impediments to fair housing choices

NOW, THEREFORE, BE IT RESOLVED, that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, I, Juan Antonio Banales, Mayor, on behalf of the entire City Council of the City of Pittsburg, do hereby join in the national celebration by proclaiming April 2019 as FAIR HOUSING MONTH and encourage all agencies, institutions, and individuals, public and private, in Pittsburg to abide by the letter and the spirit of the Fair Housing law.



Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

April 15, 2019



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

TO: Chair and Agency Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the Public Housing Agency Annual Plan for 2019 and Authorizing the Executive Director to Submit the Public Housing Agency Annual Plan for 2019 to the U.S. Department of Housing and Urban Development

MEETING DATE: April 15, 2019

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 (“Housing Authority”) has prepared its Public Housing Agency Annual (“PHA”) for 2019. HUD requires all public housing agencies to submit their annual plan for review. The PHA Annual Plan for 2019 summarizes the activities proposed by the Housing Authority for the next year as well as updates or revises the 5-Year Plan submitted in 2015.

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 2019 in a timely manner, HUD may impose sanctions.

RECOMMENDATION

The Housing Authority Board 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 2019.

BACKGROUND

In compliance with federal legislation, the Housing Authority has prepared its PHA Annual Plan for 2019 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 2015. There were no significant policy changes in this year's annual plan.

SUBCOMMITTEE FINDINGS

As part of the HUD requirement for submission of the PHA Annual Plan for 2019, staff met with the Resident Advisory Board ("RAB") to solicit feedback on the PHA Annual Plan for 2019. 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 November 15, 2018 and no comments from the RAB are included within the PHA Annual Plan for 2019.

STAFF ANALYSIS

The Housing Authority has prepared the PHA Annual Plan for 2019, 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 175 Veterans Affairs Supportive Housing Vouchers, also referred to as VASH, thereby authorizing ongoing program funding. The Notice of Public Hearing was posted on February 15, 2019.

ATTACHMENTS: Exhibit A – Annual Plan for 2019 – HUD Form 50075 HP
 Exhibit B – Certification - HUD Form 50077 -ST-HCV-HP

Report Prepared By _____
Bruce Smargiasso, Housing Manager

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority Resolution Approving)
The Public Housing Agency Annual Plan for 2019 and)
Authorizing the Executive Director to Submit the) RESOLUTION NO. 19-
Public Housing Agency Annual Plan for 2019 to the)
U.S. Department of Housing and Urban Development)

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

WHEREAS, in compliance with federal legislation, the Housing Authority of the City of Pittsburgh ("Housing Authority") has prepared the Public Housing Agency Annual Plan for 2019 ("PHA Annual Plan for 2019") addressing the delivery of housing services in the Pittsburgh community and thereby, satisfying the U.S. Department of Housing and Urban Development ("HUD") requirements to submit an annual plan; and

WHEREAS, a Public Notice was published in the East County Times on February 15, 2019, commencing the 45-day period to submit written comments. The public hearing scheduled is to address any written comments received during the public notice period and to allow comments prior to the PHA Annual Plan for 2019 being approved by the Housing Authority board and submitted to HUD; and

WHEREAS, the adoption of the PHA Annual Plan for 2019 is in the best interest of the citizens of Pittsburgh attached hereto.

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

Section 1.

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

Section 2.

The PHA Annual Plan for 2019 is a thorough and complete document.

Section 3.

The PHA Annual Plan for 2019 is available for review at the Housing Authority located at 916 Cumberland Street, Pittsburgh, CA 94565.

Section 4.

The Housing Authority Board hereby adopts this Resolution, approves the PHA Annual Plan for 2019 incorporated herein by this reference, and directs the Executive Director to submit the PHA Annual Plan for 2019 to HUD.

Section 5.

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

Section 6.

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

Section 7.

This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburg at a public hearing on the 15th day of April 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

Streamlined Annual PHA Plan <i>(High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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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): 07/2019 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) 1123 Total Combined 1123 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) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					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:																	
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				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:
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.

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 100% of budget authority was expended. In compliance with HUD's disparate impact rule, the Housing Authority has revised the administrative plan to indicate that use of arrest records only, will not be the basis to deny participation or terminate assistance. However, the mandatory exclusion of program participation by registered sex offenders will remain. 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. We have also promoted our 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 ☐ ☒ (b) If yes, please describe:
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 <u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.2	Civil Rights Certification. <u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, 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 , <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i> , 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).

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 **2019**, 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 Pittsburgh

PHA Name

CA060

PHA Number/HA Code

 X **Annual PHA Plan for Fiscal Year 2019**

 5-Year PHA Plan for Fiscal Years 20_15_ - 20_20_

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

**CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES**

DATE: March 18, 2019

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

CALL TO ORDER

Chair Banales called the meeting of the Housing Authority to order at 7:35 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

All Members were present.

CONSIDERATION

3. Adoption of a Housing Authority Resolution to Authorize Necessary Budget Adjustments based on Year-End Projections

On motion by Member Floyd, seconded by Vice Chair Killings to adopt and carried unanimously.

CONSENT CALENDAR

On motion by Member Craft, seconded by Member Scales-Preston to adopt and carried unanimously.

4. Minutes of February 19, 2019
5. Disbursement List of February 28, 2019
6. Adoption of a Minute Order Approving an Annual Report Pursuant to SB 341

HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

ADJOURNMENT

The Housing Authority was adjourned at 7:41 P.M. to April 15, 2019.

Respectfully submitted,

Alice E. Evenson, Secretary

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

VOUCHERS	Ck#	Amount	HAP ¹	VASH ²	UR ³	Portability	Admin. Fee	TOTAL
	148658-148776 30119001-30119488	1,507,928.19	1,178,248.19	148,875.00	9,772.41	165,619.00	5,413.59	1,507,928.19
	148777-148784 31519001-31519025	47,601.42	20,452.00	3,863.00	466.00	22,748.00	72.42	47,601.42
	TOTAL	1,555,529.61	1,198,700.19	152,738.00	10,238.41	188,367.00	5,486.01	\$ 1,555,529.61

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

ADMINISTRATIVE EXPENSES	Amount	Description	TOTAL
Paid to	\$ 38,912.90	Full Time salaries	\$ 38,912.90
City of Pittsburgh	\$ 656.95	Stipend	656.95
(3/19 Operating	-	Part Time salaries	-
	2,677.77	Overtime salaries	-
	7,220.58	Retirement	2,677.77
	9,979.74	Retirement-Pension bonds	7,220.58
	-	Health Insurance	9,979.74
	378.02	CalPERS Unfunded Liability - Non Sworn	-
	117.24	Additional CalPERS Pension Contribution	378.02
	976.74	Life Insurance	117.24
	2,576.67	Dental Insurance	976.74
	266.74	Workers Comp	2,576.67
	152.73	Unemployment Insurance	266.74
	3,064.31	Disability Ins.	152.73
	831.26	FICA	3,064.31
	974.25	Deferred Compensation	831.26
	600.00	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	974.25
	2,590.91	Pension 115 Trust	600.00
	150.70	Retiree OPEB Costs	2,590.91
	-	Office Supplies	150.70
	-	Computer Software	-
	-	Textbooks	-
	1,910.59	Postage	1,910.59
	326.22	Misc Equip & Furniture < \$5,000	326.22
	-	Other Special Departmental Supplies	-
	844.03	Utilities (Gas, Electric & Water)	844.03
	1,491.81	Telephone - Regular	1,491.81
	-	Telephone - Other	-
	-	Membership Dues & Subscriptions	-
	-	Travel, Training, & Conference	-
	2,153.16	Insurance - Alloc Chgs	2,153.16
	-	Legal Fees	-
	-	Auditing Expense	-
	-	Settlement Hearing	-
	65.00	Other Contractual & Professional Service	65.00
	104.40	Advertising & Promotion	104.40
	2,096.43	Maintenance Agreements	2,096.43
	498.39	Maintenance & Repairs	498.39
	146.81	Equipment Rental	146.81
	2,375.00	Building Rental	2,375.00
	546.16	Fleet Maintenance Alloc Chgs	546.16
	1,429.16	Building Maintenance Alloc Chgs	1,429.16
	1,963.66	Information Systems Alloc Chgs	1,963.66
	-	Bad Debt Expense	-
	85.31	Other Fees	85.31
	4,642.75	Admin overhead paid to city	4,642.75
	-	Legal - Non Retainer/Non Reimbursable	-
	-	Capital Equipment & Furniture	-
	-	Misc Equip & Furniture < \$5,000	-
	-	Other Special Departmental Supplies - Rental	-
	-	Utilities (Gas, Electric, & Water) - Rental	-
	-	Advertising & Promotion - Rental	-
	-	Other Contractual & Professional Service - Rental	-
	-	Maintenance & Repairs - Rental	-
	-	Property Tax payment - Rental	-
	120.35	Other fees - Rental	120.35
	-	Lighting & Landscape Assessment - Rental	-
	-	CCCERA Interfund Loan Payback	-
	1,548.83	Transfer-Out to OPEB (Unfunded Liabilities)	1,548.83
TOTAL	94,475.57		94,475.57

VOIDED CHECKS & ADJUSTMENTS	Ck#	Amount	Reason	TOTAL
	148540	(215.00)	Voided - no reissue, tenant moved out 1/1/19	(215.00)
	147949	(13.00)	Voided - reissued on 3/15/19	(13.00)
	148729	(58.00)	Lost check - reissued on 4/1/19	(58.00)
				-
				-
				-
TOTAL		(286.00)		\$ (286.00)

NET of Issued and Voided \$ 1,649,719.18

4/3/19

Lawler 4/3/19

Check Summary

March 1, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 148658	3/1/19	*****6316	Alina D Arana	19.00
148659	3/1/19	*****2494	Amana K Cornish	27.00
148660	3/1/19	*****1508	Angela N Taylor	125.00
148661	3/1/19	*****4690	Anita S Crayton	67.00
148663	3/1/19	*****2188	Antoine D Jackson	191.00
148664	3/1/19	*****2017	Ashley Davis	189.00
148665	3/1/19	*****0898	Burhan Nawabi	65.00
148666	3/1/19	*****5232	Danielle M Thomas	91.00
148667	3/1/19	*****2319	Delfonse A Lewis	389.00
148668	3/1/19	*****0037	Eboni R Booth	62.00
148669	3/1/19		Franchise Tax Board	206.25
148670	3/1/19	*****4959	Hamayoon Kakar	215.00
148671	3/1/19	*****4091	Joshua C Perez	52.00
148673	3/1/19	*****6519	Krystal M Williams	22.00
148674	3/1/19	*****7253	Laneava S Blanks	217.00
148675	3/1/19	*****5201	Laquita Dillon	122.00
148676	3/1/19	*****6488	Luz S Edington	32.00
148677	3/1/19	*****3960	Lyniece N Eddins	148.00
148678	3/1/19	*****6385	Marcia Price	117.00
148679	3/1/19	*****7280	Mareece M Harrison	19.00
148680	3/1/19	*****5133	Mary P Grigsby	13.00
148682	3/1/19	*****8275	Mildred G Botello	99.00
148683	3/1/19	*****2674	Monika Smith	8.00
148684	3/1/19	*****3829	Nicole N Hodge	89.00
148685	3/1/19	*****8665	Nieza M Burrus	133.00
148686	3/1/19	*****7200	Nikol E Wynne	168.00
148687	3/1/19	*****4119	Pashenia D Sanders	168.00
148688	3/1/19	*****8278	Patrice Johnson	82.00
148689	3/1/19	*****7218	Rayna Madison	64.00
148690	3/1/19	*****6935	Samaiyah A Warren	140.00
148691	3/1/19	*****3403	Shanae V Washington	177.00
148692	3/1/19	*****1512	Shawn A Prince	37.00
148694	3/1/19	*****3542	Starr C Bronson	13.00
148696	3/1/19	*****4760	Totiona B Richardson	9.00

148698	3/1/19	*****8651	Zaoxin Rong	2,266.00
148700	3/1/19	*****2890	Raquel E Miller	35.00
148701	3/1/19	*****0864	Rochelle Scurlock	22.00
148702	3/1/19	*****8623	Kimberly A Limas	164.00
148703	3/1/19	*****4208	Ono c Rothschild	266.00
148704	3/1/19	*****2184	Evelyn Smith	14.00
148705	3/1/19	*****5175	Mary C Johnson	41.00
148706	3/1/19	*****8612	Regina D Tucker	68.00
148707	3/1/19	*****8889	Rosemarie Fagundes	35.00
148708	3/1/19	*****0261	Verline Mason	18.00
148709	3/1/19	*****5753	Kevin j Hernandez	231.00
148710	3/1/19	*****6015	Sherron A Camp	194.00
148711	3/1/19	*****2941	Sadrina Sims	120.00
148712	3/1/19	*****5492	Michelle m Williams	2.00
148713	3/1/19	*****0046	Letta D Christian	83.00
148714	3/1/19	*****1955	Marilyn M Walker	181.00
148715	3/1/19	*****7135	Michele N Nichols	57.00
148716	3/1/19	*****9585	Angel L Jefferson	278.00
148717	3/1/19	*****2879	Tieshia S Jones	168.00
148718	3/1/19	*****5626	Lashawn P Fields	66.00
148719	3/1/19	*****3113	Mannah S Parrott	215.00
148720	3/1/19	*****4702	Tracey S Russell	19.00
148721	3/1/19	*****0248	Abdul A Wardak	51.00
148722	3/1/19	*****1015	Jessica D Parker	126.00
148723	3/1/19	*****5844	Daarina a Bey	38.00
148724	3/1/19	*****5298	Gloria F Nelson	19.00
148725	3/1/19	*****0903	Virgie r Gray	78.00
148726	3/1/19	*****6507	Melissa R Griffin	19.00
148727	3/1/19	*****3869	Charlene M Best	95.00
148728	3/1/19	*****1062	Lateefah S Camacho	203.00
148729	3/1/19	*****4721	Ebony N Manning	58.00
148730	3/1/19	*****2217	Camille A Lascano	203.00
148731	3/1/19	*****6571	Tasha S Sargent	175.00
148732	3/1/19	*****9229	Sonia M Guevara	125.00
148733	3/1/19	*****8078	Lisa E Gordon	17.00
148734	3/1/19	*****2808	Ramona P Jimenez	148.00
148735	3/1/19	*****5288	Nicole m Magnus	19.00
148736	3/1/19	*****8511	Tantasha Y Dutye	178.00
148737	3/1/19	*****5083	Crystal j Houston	185.00
148738	3/1/19	*****4625	Ruth L Rankin	110.00
148739	3/1/19	*****1696	Angela M Lenzi	30.00

148740	3/1/19	*****3183	Sonja I Campos		66.00
148741	3/1/19	*****8818	Lisa n Macpheators		136.00
148742	3/1/19	*****8765	Antoinette D Durrett		45.00
148743	3/1/19	*****3349	Iris S Randall		29.00
148744	3/1/19	*****9996	Crystal A Wyrick		74.00
148745	3/1/19	*****0840	Dalisha L Bernstine		103.00
148746	3/1/19	*****6953	Nathan Banks JR		25.00
148747	3/1/19	*****1238	Ramonda A Carlos		36.00
148748	3/1/19	*****2730	Jolene L Carlos		182.00
148749	3/1/19	*****6995	Graciela Arroyo		23.00
148750	3/1/19	*****0195	Shanoria s Sasser		130.00
148751	3/1/19	*****7390	Masuda Nawabi		35.00
148752	3/1/19	*****1951	Vinisha D Thornton		227.00
148753	3/1/19	*****6483	Alicia C Guevara		29.00
148754	3/1/19	*****7822	Daudi K Edmond		41.00
148755	3/1/19	*****5758	Monique c Chaves		119.00
148756	3/1/19	*****7134	Gwendolyn T Banks		52.00
148757	3/1/19	*****1164	Michelle M Balestrieri		155.00
148759	3/1/19	*****9524	Ahmed H Abushgarah		18.00
148760	3/1/19	*****9326	Western Addition Apartments, LLC		1,821.00
148761	3/1/19	*****9810	Housing Authority of the County of Alameda		7,041.01
148762	3/1/19	*****5951	Stoneman Apartments		16,728.00
148763	3/1/19	*****0339	Shanda Arnold		1,798.00
148765	3/1/19	*****0348	Hartz Property Management		1,471.00
148766	3/1/19	*****0051	Dan Ho		2,110.00
148767	3/1/19	*****0978	King County Housing Authority		1,764.42
148768	3/1/19	*****3848	Leticia Carasi Malasig		679.00
148769	3/1/19	*****3124	Dante McDonald		1,222.00
148770	3/1/19	*****2593	Ba Nguyen Thu Thi Ngo		3,339.00
148771	3/1/19	*****9182	Lorene Paysinger		1,791.00
148772	3/1/19	*****7243	Linda Phon		961.00
148773	3/1/19	*****4614	Vincenzo Signorino		1,466.00
148774	3/1/19	*****0700	Crystal Situ		1,505.00
148775	3/1/19	*****8191	Albert S Tam		1,376.00
148776	3/1/19	*****7593	Ms. Brigitte Warren C/O Perry Realty Team		4,200.00
* 30119001	3/1/19	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	1,975.00
30119002	3/1/19	*****2626	9th Street Associates, LP	DD - ES	2,842.00
30119003	3/1/19	*****0229	Meerwais Abdiani	DD - ES	867.00

30119004	3/1/19	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES	6,621.00
30119005	3/1/19	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	2,071.00
30119006	3/1/19	*****6232	Rosario Aguilar	DD - ES	783.00
30119007	3/1/19	*****5759	Rosa Aguirre	DD - ES	2,300.00
30119008	3/1/19	*****9530	Demetrius Alexander	DD - ES	1,761.00
30119009	3/1/19	*****9681	Dale Alvarez	DD - ES	1,180.00
30119011	3/1/19	*****0104	Cecilia Anderson	DD - ES	2,643.00
30119012	3/1/19	*****0387	James or Brenda Anderson	DD - ES	1,592.00
30119013	3/1/19	*****5255	Linda S Anderson	DD - ES	2,741.00
30119014	3/1/19	*****9111	Shawn Anderson	DD - ES	1,731.00
30119015	3/1/19	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,735.00
30119016	3/1/19	*****0707	Sergeant or Sima Austin	DD - ES	1,371.00
30119017	3/1/19	*****4941	Shruti Motilal Ba-Harani	DD - ES	2,320.00
30119018	3/1/19	*****2764	Mel L. Banagan	DD - ES	1,719.00
30119019	3/1/19	*****4138	Carlos G. Barraza	DD - ES	808.00
30119020	3/1/19	*****3909	Ken Bartlett	DD - ES	3,462.00
30119021	3/1/19	*****5979	John Bedford	DD - ES	520.00
30119022	3/1/19	*****9093	Holly Beech	DD - ES	3,482.00
30119024	3/1/19	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,662.00
30119025	3/1/19	*****2521	Belmont Apartments	DD - ES	27,115.47
30119026	3/1/19	*****2521	Belmont Apartments	DD - ES	28,962.00
30119027	3/1/19	*****2521	Belmont Apartments	DD - ES	28,896.00
30119028	3/1/19	*****2521	Belmont Apartments	DD - ES	25,095.81
30119029	3/1/19	*****5996	Alex Benjamen	DD - ES	1,454.00
30119030	3/1/19	*****8634	Bethel Global Development LLC	DD - ES	1,590.00
30119031	3/1/19	*****2209	Gina Bhatia	DD - ES	1,799.00
30119032	3/1/19	*****7075	Som N Bhatia	DD - ES	3,624.00
30119033	3/1/19	*****0602	Pinakin Bhatt	DD - ES	2,386.00
30119034	3/1/19	*****8470	Joseph B. Bachir	DD - ES	1,301.00
30119035	3/1/19	*****3502	Black Diamond Management	DD - ES	1,153.00
30119036	3/1/19	*****5924	Steven Booras	DD - ES	2,265.00
30119037	3/1/19	*****3037	Kelly Ann Bradford	DD - ES	1,449.00
30119038	3/1/19	*****5829	Brian Carter	DD - ES	1,310.00
30119039	3/1/19	*****7855	Mariya Briggs	DD - ES	2,822.00
30119040	3/1/19	*****6215	Janet Brown	DD - ES	1,389.00
30119041	3/1/19	*****7469	Jessica G. Platt	DD - ES	1,737.00
30119042	3/1/19	*****9783	Lauren H Brown	DD - ES	1,224.00

30119043	3/1/19	*****9954	Blue Sapphire Homes, Inc.	DD - ES	2,173.00
30119044	3/1/19	*****2142	Huong T. Bui	DD - ES	3,566.00
30119045	3/1/19	*****3187	Burga Family California Trust	DD - ES	1,946.00
30119048	3/1/19	*****3026	Jerome Busby	DD - ES	1,806.00
30119049	3/1/19	*****7349	Xuelong Cao	DD - ES	497.00
30119051	3/1/19	*****4042	Donnell I. Carson	DD - ES	1,875.00
30119052	3/1/19	*****5079	Castle Creek Company, Inc.	DD - ES	1,457.00
			Trust Account		
30119053	3/1/19	*****6869	Cora Ann Chambers	DD - ES	1,527.00
30119054	3/1/19	*****6228	Gayle Chamberlain	DD - ES	862.00
30119055	3/1/19	*****0398	Kan Chuen Chan	DD - ES	2,062.00
30119056	3/1/19	*****5571	P. M. Chaobal	DD - ES	2,600.00
30119057	3/1/19	*****9661	Chao Chen	DD - ES	1,702.00
30119058	3/1/19	*****1853	Hong Chen	DD - ES	4,525.00
30119059	3/1/19	*****8946	Jienlin Chen	DD - ES	4,108.00
30119060	3/1/19	*****0128	Ping Chen	DD - ES	2,059.00
30119061	3/1/19	*****2680	Sherry Chen	DD - ES	1,501.00
30119062	3/1/19	*****4714	Wenhua Chen	DD - ES	2,413.00
30119063	3/1/19	*****3211	Ada Choi	DD - ES	2,201.00
30119064	3/1/19	*****2454	Chun Ok Choi	DD - ES	3,430.00
30119065	3/1/19	*****0310	City of Pittsburg Housing Authority	DD - ES	3,926.00
30119066	3/1/19	*****3591	Juan F. Clara	DD - ES	1,046.00
30119067	3/1/19	*****7054	Ping Cao	DD - ES	1,394.00
30119068	3/1/19	*****1362	College Park Housing Authority	DD - ES	805.80
30119069	3/1/19	*****9873	Angel Contreras	DD - ES	2,834.00
30119070	3/1/19	*****8060	Betty Conner	DD - ES	1,136.00
30119071	3/1/19	*****1814	Tonette Sharice Cooper	DD - ES	2,670.00
30119072	3/1/19	*****3394	Kim Cortesi	DD - ES	1,841.00
30119074	3/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	1,424.42
30119077	3/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	3,367.42
30119079	3/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	2,634.00
30119080	3/1/19	*****7194	Maria G. Costa	DD - ES	845.00
30119081	3/1/19	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	1,998.00
30119082	3/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	21,504.00
30119083	3/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	23,718.00
30119084	3/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	24,174.00
30119085	3/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	4,649.00

30119086	3/1/19	*****6569	Jeannette D. Crespo	DD - ES	2,459.00
30119087	3/1/19	*****7900	Patricia Crosby	DD - ES	1,400.00
30119088	3/1/19	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	1,899.00
30119089	3/1/19	*****6248	Justin Dailey	DD - ES	1,529.00
30119090	3/1/19	*****1622	Dam Quang To	DD - ES	19.00
30119091	3/1/19	*****8853	Antoinette Davis	DD - ES	1,700.00
30119092	3/1/19	*****2963	Audrey Davis	DD - ES	953.00
30119093	3/1/19	*****0396	Kesha E. Davis	DD - ES	1,277.00
30119094	3/1/19	*****8929	Kevin Davidson	DD - ES	1,017.00
30119095	3/1/19	*****4961	Paulette Davis	DD - ES	1,724.00
30119096	3/1/19	*****6115	Roshan M. Davis	DD - ES	1,448.00
30119097	3/1/19	*****9068	Jagdeep or Shashi Dayal	DD - ES	1,592.00
30119098	3/1/19	*****8370	Charles Dellamore	DD - ES	1,328.00
30119099	3/1/19	*****3537	Estate of Junie Crosby Evelyn Delaney	DD - ES	1,904.00
30119100	3/1/19	*****5882	David De La Torre	DD - ES	1,353.00
30119102	3/1/19	*****1004	Brigitte P. Doan	DD - ES	7,607.00
30119103	3/1/19	*****3531	Anna Phuongnam Thi Do	DD - ES	2,066.00
30119104	3/1/19	*****9716	JoAnn or Larry Domina	DD - ES	1,134.00
30119105	3/1/19	*****5043	Alex Dongallo	DD - ES	2,115.00
30119106	3/1/19	*****6538	Linda Duong	DD - ES	937.00
30119107	3/1/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	4,360.00
30119108	3/1/19	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	1,318.00
30119109	3/1/19	*****3757	Alma B Espiritu	DD - ES	1,705.00
30119110	3/1/19	*****6095	Rosario Espejo	DD - ES	1,380.00
30119111	3/1/19	*****8122	Gerardo M. Esquivel	DD - ES	1,142.00
30119112	3/1/19	*****6027	Jianxin Fang Jia Liu	DD - ES	4,209.00
30119113	3/1/19	*****3835	Michael Mao C/O Jing Feng	DD - ES	2,307.00
30119114	3/1/19	*****8236	Anthony Ferrell	DD - ES	1,709.00
30119115	3/1/19	*****2790	Barbara J. Fierner	DD - ES	1,490.00
30119116	3/1/19	*****9447	Joseph Field	DD - ES	1,140.00
30119117	3/1/19	*****7691	Hernan Roberto Figueroa	DD - ES	1,314.00
30119119	3/1/19	*****0962	Tochia D. Brewster Fleeton	DD - ES	1,437.00
30119120	3/1/19	*****5773	Alexander Flowers	DD - ES	1,342.00
30119121	3/1/19	*****4032	Fox Creek Apartments	DD - ES	22,310.00
30119122	3/1/19	*****4032	Fox Creek Apartments	DD - ES	10,923.00
30119123	3/1/19	*****0284	Monica Fraga	DD - ES	846.00
30119124	3/1/19	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	1,722.00

30119125	3/1/19	*****6265	Mr. Darren Fuller	DD - ES	1,381.00
30119126	3/1/19	*****8997	Fan Fuller	DD - ES	450.00
30119127	3/1/19	*****9634	Gialene Gaines	DD - ES	1,750.00
30119128	3/1/19	*****8306	Bao Wen Gao	DD - ES	2,426.00
30119129	3/1/19	*****6981	Adraine Gardner	DD - ES	1,701.00
30119130	3/1/19	*****4278	Antoinette L Garcia	DD - ES	1,345.00
30119131	3/1/19	*****7036	David Gardner	DD - ES	2,081.00
30119132	3/1/19	*****0785	Rupesh Garg Samantha Garg	DD - ES	2,091.00
30119133	3/1/19	*****2931	William H. Gardiner	DD - ES	2,051.00
30119134	3/1/19	*****5111	Gateway Apartments	DD - ES	3,979.00
30119135	3/1/19	*****5298	Parvindokht Ghaboulidashti	DD - ES	1,086.00
30119136	3/1/19	*****2770	Eva Gholson	DD - ES	2,773.00
30119137	3/1/19	*****1145	Vernon or Eva Gholson	DD - ES	2,506.00
30119138	3/1/19	*****5958	Jacqueline Gill	DD - ES	1,671.00
30119139	3/1/19	*****8187	Sukpran Gill	DD - ES	1,493.00
30119140	3/1/19	*****6084	Gold A and S LLC	DD - ES	2,220.00
30119141	3/1/19	*****3032	Jesse Gonzaga	DD - ES	2,184.00
30119142	3/1/19	*****2367	Ting Gong	DD - ES	2,251.00
30119143	3/1/19	*****6940	Frances Greene	DD - ES	2,800.00
30119144	3/1/19	*****4872	Rodney Green	DD - ES	1,176.00
30119145	3/1/19	*****3361	Rupinder Grewal	DD - ES	1,382.00
30119146	3/1/19	*****7325	Patricia Gridley	DD - ES	618.75
30119147	3/1/19	*****6305	Italo Grossi	DD - ES	1,570.00
30119148	3/1/19	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	930.00
30119149	3/1/19	*****0940	Krystle Guan	DD - ES	4,229.00
30119150	3/1/19	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	1,307.00
30119151	3/1/19	*****5267	Abhilash Gupta	DD - ES	4,623.00
30119152	3/1/19	*****7930	Donald R. Watson, Sr.	DD - ES	544.00
30119153	3/1/19	*****2314	Nicole Hackett	DD - ES	1,305.00
30119154	3/1/19	*****6176	Asharfun Nisha Hafiz	DD - ES	1,522.00
30119155	3/1/19	*****0457	Jeffrey Paul Hagler	DD - ES	3,766.00
30119156	3/1/19	*****9827	Delores Jane Hall	DD - ES	1,519.00
30119157	3/1/19	*****6228	David L Hart	DD - ES	1,803.00
30119158	3/1/19	*****1769	Lawrence Harrold	DD - ES	4,793.00
30119159	3/1/19	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	4,087.00
30119160	3/1/19	*****5859	Chuanhu He	DD - ES	1,810.00
30119161	3/1/19	*****6728	David T. Hennigan	DD - ES	14,712.00
30119162	3/1/19	*****3097	Silvester C. Henderson	DD - ES	3,819.00
30119163	3/1/19	*****5221	Anna Hernandez	DD - ES	1,441.00

30119164	3/1/19	*****2157	Elias Herrera	DD - ES	1,779.00
30119165	3/1/19	*****3423	Sally Lea Hickman	DD - ES	3,344.32
30119166	3/1/19	*****1603	Marva Hill	DD - ES	507.00
30119167	3/1/19	*****6255	Carl E. Hoard II	DD - ES	1,777.00
30119168	3/1/19	*****5654	Havy S Hoag	DD - ES	2,585.00
30119169	3/1/19	*****4106	Albert Ho	DD - ES	1,784.00
30119170	3/1/19	*****2084	Annie Ho The Annie Ho Living Trust	DD - ES	1,352.00
30119171	3/1/19	*****8576	Joyce Ann Hoffman	DD - ES	1,460.00
30119172	3/1/19	*****7451	Gloria H. Holbrook	DD - ES	1,521.00
30119173	3/1/19	*****4543	Ronald G. Holmes	DD - ES	1,134.00
30119174	3/1/19	*****2768	Invitation Homes	DD - ES	2,099.00
30119175	3/1/19	*****5700	Tony Ho	DD - ES	1,004.00
30119176	3/1/19	*****9956	Cheng Huang	DD - ES	2,922.00
30119177	3/1/19	*****1535	Fanny Kao Huang	DD - ES	2,223.00
30119178	3/1/19	*****8816	Ming Zin Huang	DD - ES	2,453.00
30119179	3/1/19	*****7984	Tao Huang	DD - ES	6,384.00
30119180	3/1/19	*****9084	Nancy Xiu Zhen Hu	DD - ES	2,353.00
30119181	3/1/19	*****6229	Thinh Trieu Huynh	DD - ES	2,000.00
30119182	3/1/19	*****0778	IGreen House Inc.	DD - ES	1,360.00
30119183	3/1/19	*****8007	2015-1 IH2 Borrower LP	DD - ES	2,085.00
30119184	3/1/19	*****4320	IH2 Property West, L.P.	DD - ES	1,133.00
30119185	3/1/19	*****7951	IH5 Property West LP	DD - ES	2,640.00
30119186	3/1/19	*****7013	Eugene G. Imperato	DD - ES	1,468.00
30119187	3/1/19	*****8323	Keyee Investment LLC	DD - ES	531.00
30119188	3/1/19	*****1017	LaShon D Irving	DD - ES	1,951.00
30119189	3/1/19	*****0911	Mario Isidro	DD - ES	1,879.00
30119190	3/1/19	*****6821	Michael or Kay Isola	DD - ES	1,059.00
30119191	3/1/19	*****2036	Brandi Jackson C/O Perry Realty Team	DD - ES	2,120.00
30119192	3/1/19	*****5120	Deepika Sameer Jain	DD - ES	1,603.00
30119193	3/1/19	*****4910	Sameer Jain	DD - ES	4,384.00
30119194	3/1/19	*****3307	Vishal S. Jain	DD - ES	1,682.00
30119195	3/1/19	*****1349	Jason Le	DD - ES	2,429.00
30119196	3/1/19	*****6917	Jian Xing Zhang	DD - ES	1,499.00
30119197	3/1/19	*****5506	Jason K. Johnson	DD - ES	2,951.00
30119198	3/1/19	*****8569	Ronita Johnson	DD - ES	1,431.00
30119199	3/1/19	*****8867	James Jones	DD - ES	1,967.00
30119200	3/1/19	*****2434	Sharon Jones	DD - ES	1,787.00
30119201	3/1/19	*****9670	Cheryl D Joseph	DD - ES	2,131.00
30119202	3/1/19	*****4905	Mostaeen B Jouya	DD - ES	2,148.00

30119203	3/1/19	*****3526	JPH Investment Trust	DD - ES	2,493.00
30119204	3/1/19	*****5704	Jayne Walton Separate Property Trust	DD - ES	1,196.00
30119205	3/1/19	*****5647	Om Parkash Kalra	DD - ES	3,183.00
30119206	3/1/19	*****8425	Wei Kang	DD - ES	4,121.00
30119207	3/1/19	*****1731	Deepinder Kaur	DD - ES	2,351.00
30119208	3/1/19	*****7429	Navkirandeep Kaur	DD - ES	2,428.00
30119209	3/1/19	*****6180	K. E. M. Group LLC	DD - ES	1,899.00
30119210	3/1/19	*****9411	Anthony Keslinke	DD - ES	1,493.00
30119211	3/1/19	*****2578	Faraz Ali Khan	DD - ES	1,812.00
30119212	3/1/19	*****0839	Alan T. Kilpatrick	DD - ES	1,410.00
30119213	3/1/19	*****0888	KW Kirker Creek, LLC	DD - ES	2,910.00
30119214	3/1/19	*****7475	Qi Yun Kuang	DD - ES	4,434.00
30119215	3/1/19	*****8506	Simon Kailiang Kuang	DD - ES	1,707.00
30119216	3/1/19	*****9316	Zdzislaw Kujawa	DD - ES	1,337.00
30119217	3/1/19	*****2585	Daniel Kwan	DD - ES	3,334.00
30119218	3/1/19	*****6229	Simon Chuen-Sang Kwong	DD - ES	980.00
30119219	3/1/19	*****8326	Thomas LaFleur	DD - ES	1,487.00
30119220	3/1/19	*****7845	Chow Kang Lam	DD - ES	1,607.00
30119221	3/1/19	*****6520	Shirley Manly-Lampkin	DD - ES	1,032.00
30119222	3/1/19	*****6102	Maria Lara	DD - ES	1,608.00
30119223	3/1/19	*****7975	Peter C. Larsen	DD - ES	1,435.00
30119224	3/1/19	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	1,954.00
30119225	3/1/19	*****4732	Latif, LLC	DD - ES	2,769.00
30119226	3/1/19	*****0938	Ingrid Lau	DD - ES	1,853.00
30119227	3/1/19	*****9373	Delphia M. or Clarence Lawson	DD - ES	1,093.00
30119228	3/1/19	*****2293	LCSTAR, LLC	DD - ES	6,451.00
30119229	3/1/19	*****0984	Dao Tran Le	DD - ES	970.00
30119230	3/1/19	*****8548	Jack Wai Lee	DD - ES	2,036.00
30119231	3/1/19	*****1755	Siu Wan Windytiti Lee	DD - ES	1,745.00
30119232	3/1/19	*****2527	Steven Lee	DD - ES	1,120.00
30119233	3/1/19	*****5289	Yuhjen Juang Lee	DD - ES	1,750.00
30119234	3/1/19	*****1860	Lena Le	DD - ES	989.00
30119235	3/1/19	*****3782	Joseph C. Lerma	DD - ES	811.00
30119236	3/1/19	*****3555	Yiping I. and Frederic Leroudier	DD - ES	1,785.00
30119237	3/1/19	*****3410	John M. Leung	DD - ES	5,730.00
30119238	3/1/19	*****3743	May Leung or Rodney Chen	DD - ES	3,594.00
30119239	3/1/19	*****2110	Peter Leung	DD - ES	2,153.00
30119240	3/1/19	*****5185	Fortunee Lichaa	DD - ES	935.00
30119241	3/1/19	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	631.00

30119242	3/1/19	*****0416	Faqiang Li	DD - ES	1,069.00
30119243	3/1/19	*****8871	Jie Li	DD - ES	2,066.00
30119244	3/1/19	*****7827	Jinhuan Li	DD - ES	1,478.00
30119245	3/1/19	*****9346	Joshua Li	DD - ES	1,486.00
30119246	3/1/19	*****5495	Jian S Lin	DD - ES	1,665.00
30119247	3/1/19	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	1,154.00
30119248	3/1/19	*****3881	Vivian Y Li	DD - ES	1,635.00
30119250	3/1/19	*****0050	Wei Min Li	DD - ES	1,712.00
30119251	3/1/19	*****9003	Ying Hong Li	DD - ES	630.00
30119252	3/1/19	*****0198	Belkis Zhong Li	DD - ES	2,894.00
30119253	3/1/19	*****1646	Paul Long	DD - ES	2,580.00
30119254	3/1/19	*****1474	Los Medanos Village Apartments	DD - ES	21,253.00
30119255	3/1/19	*****7531	Tony or Yvonne Louie	DD - ES	1,393.00
30119256	3/1/19	*****1790	Valerie Love	DD - ES	1,330.00
30119257	3/1/19	*****5602	Marshall & Sonya Lowe	DD - ES	1,105.00
30119258	3/1/19	*****0153	Ariston Laurito Loyola	DD - ES	1,074.00
30119259	3/1/19	*****7720	Jose Loza	DD - ES	709.00
30119260	3/1/19	*****2354	Andrew Kin Lui	DD - ES	5,001.00
30119261	3/1/19	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	1,937.00
30119262	3/1/19	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	1,951.00
30119263	3/1/19	*****1821	Curtis H. Lundberg	DD - ES	546.00
30119264	3/1/19	*****1596	Kenneth Luong	DD - ES	1,583.00
30119265	3/1/19	*****1494	Xiangwen Lu	DD - ES	2,730.00
30119266	3/1/19	*****5430	Kiet A. Ly	DD - ES	1,805.00
30119267	3/1/19	*****4009	Yolanda McDonald	DD - ES	712.00
30119268	3/1/19	*****5865	Rakesh Madra	DD - ES	4,343.00
30119269	3/1/19	*****5605	Robert Madson Lisa Swafford	DD - ES	1,855.00
30119270	3/1/19	*****2191	Radha Mahesram	DD - ES	1,939.00
30119271	3/1/19	*****7358	Mahnoor Tariq	DD - ES	2,276.00
30119272	3/1/19	*****4372	Jennifer Leung Ma	DD - ES	3,650.00
30119273	3/1/19	*****1989	Jeff Mann	DD - ES	6,440.00
30119274	3/1/19	*****5378	Glenn Marshall	DD - ES	2,500.00
30119275	3/1/19	*****2875	Marla Y Harrison	DD - ES	302.00
30119276	3/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	18,458.00
30119277	3/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	16,941.00
30119278	3/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	16,732.00
30119279	3/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	1,042.00
30119280	3/1/19	*****3065	Tanya Martha	DD - ES	1,872.00

30119281	3/1/19	*****9206	Demetria d Mason	DD - ES	2,411.00
30119282	3/1/19	*****6768	Matrixone Realty	DD - ES	1,032.00
30119283	3/1/19	*****5255	Helen McCarthy	DD - ES	1,946.00
30119284	3/1/19	*****3048	Rita J. McCrystle	DD - ES	1,284.00
30119285	3/1/19	*****7174	Samuel McCree	DD - ES	1,975.00
30119286	3/1/19	*****6494	Dorothy McDonald	DD - ES	2,055.00
30119288	3/1/19	*****1152	Janice K McLean	DD - ES	1,214.00
30119289	3/1/19	*****4675	Meadow Glen Apartments	DD - ES	642.00
30119290	3/1/19	*****9866	Tatung Mei	DD - ES	3,314.00
30119291	3/1/19	*****4316	Joel Mejia	DD - ES	603.00
30119292	3/1/19	*****5245	Jinyu Meng	DD - ES	2,089.00
30119293	3/1/19	*****4885	Sabine Menzel	DD - ES	4,031.00
30119294	3/1/19	*****0133	Mercedes P. Johnson	DD - ES	614.00
30119295	3/1/19	*****7793	Dennis Meyer Kinetic Real Estate/ Marelise Navaroo	DD - ES	1,946.00
30119296	3/1/19	*****8272	Hector Meza	DD - ES	1,376.00
30119297	3/1/19	*****9885	Andrew S Miloslavich	DD - ES	1,681.00
30119298	3/1/19	*****7437	Perchak Properties for Carol Miller	DD - ES	1,946.00
30119299	3/1/19	*****9782	Maryann Miller	DD - ES	1,194.00
30119300	3/1/19	*****2618	Carlos J Miranda	DD - ES	764.00
30119301	3/1/19	*****0772	Hassan Mirabedi	DD - ES	7,623.00
30119302	3/1/19	*****6741	Gwendolyn Mitchell	DD - ES	1,840.00
30119303	3/1/19	*****7083	Ronnie Eric Moffett Estate	DD - ES	2,066.00
30119304	3/1/19	*****6340	Moe Mojaddidi	DD - ES	3,000.00
30119305	3/1/19	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	1,631.00
30119306	3/1/19	*****4676	Erik L Morris	DD - ES	1,640.00
30119307	3/1/19	*****3624	Diane Morin	DD - ES	1,790.00
30119308	3/1/19	*****3642	Eva Munn	DD - ES	1,173.00
30119309	3/1/19	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	1,609.00
30119310	3/1/19	*****0105	Ehsan Nabkel	DD - ES	3,094.00
30119311	3/1/19	*****9276	Fariba Naji	DD - ES	1,900.00
30119312	3/1/19	*****6234	Shinder Paul Narabut	DD - ES	6,818.00
30119313	3/1/19	*****0054	NC Associates, Inc.	DD - ES	9,635.00
30119314	3/1/19	*****6959	Joy Neal	DD - ES	1,840.00
30119315	3/1/19	*****9180	Michael Nelson	DD - ES	2,600.00
30119316	3/1/19	*****5257	Guy Nesbeth	DD - ES	2,656.00
30119317	3/1/19	*****1072	Dominic Y Ng	DD - ES	3,063.00
30119318	3/1/19	*****3604	Knowland Ging Ng	DD - ES	4,726.00
30119319	3/1/19	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	1,716.00

30119320	3/1/19	*****0738	Hieu Nguyen	DD - ES	2,169.00
30119321	3/1/19	*****7154	Huy Quang Nguyen	DD - ES	2,418.00
30119322	3/1/19	*****4366	Quyen Nguyen	DD - ES	1,900.00
30119323	3/1/19	*****8241	Tieu Nguyen	DD - ES	1,629.00
30119324	3/1/19	*****7265	Ernest Nichols III	DD - ES	3,027.00
30119325	3/1/19	*****6497	Peter Niloufari	DD - ES	5,105.00
30119326	3/1/19	*****9886	Northstar Financial Group, LLC	DD - ES	749.00
30119327	3/1/19	*****8129	Kevin Nord Nord Investment Real Estate	DD - ES	1,350.00
30119328	3/1/19	*****0056	Richard A Norte	DD - ES	2,603.00
30119329	3/1/19	*****2286	North State Financial, Inc.	DD - ES	1,382.00
30119330	3/1/19	*****7171	New Way Management Services, Inc.	DD - ES	14,403.00
30119331	3/1/19	*****1194	Jennifer Odei	DD - ES	1,448.00
30119332	3/1/19	*****5572	Dwight J Owens	DD - ES	433.00
30119333	3/1/19	*****7606	Juanita Olayo	DD - ES	1,556.00
30119334	3/1/19	*****4543	Esosa A. Omokaro	DD - ES	1,707.00
30119335	3/1/19	*****0588	Orange County Housing Authority	DD - ES	2,307.42
30119336	3/1/19	*****3741	Sandra L Ortiz	DD - ES	1,840.00
30119337	3/1/19	*****1081	Chinenye Osuagwu	DD - ES	2,328.00
30119338	3/1/19	*****9139	Olubukola Amoke Oyebade	DD - ES	2,450.00
30119339	3/1/19	*****3324	Mutlu Ozer	DD - ES	1,807.00
30119340	3/1/19	*****4083	Pacific Living, LLC	DD - ES	1,877.00
30119341	3/1/19	*****7811	Hemangini & Vijendra Patel	DD - ES	1,242.00
30119342	3/1/19	*****0885	Kokila Patel	DD - ES	852.00
30119343	3/1/19	*****8684	Virendra M. Patel	DD - ES	2,001.00
30119344	3/1/19	*****8047	Jason Pauline	DD - ES	1,357.00
30119345	3/1/19	*****1939	Paula D. Williams	DD - ES	2,202.00
30119346	3/1/19	*****3189	Loycell Peacock	DD - ES	1,015.00
30119347	3/1/19	*****5165	Scott Pease	DD - ES	1,334.00
30119348	3/1/19	*****3278	Maria Del Carmen Perez	DD - ES	263.00
30119349	3/1/19	*****6784	Lowde Y. Perkins	DD - ES	901.00
30119350	3/1/19	*****0130	Rosie Perkins	DD - ES	1,955.00
30119351	3/1/19	*****4893	Cong Thi Pham	DD - ES	2,263.00
30119352	3/1/19	*****0958	Pittsburg Park Apartments	DD - ES	1,639.00
30119353	3/1/19	*****1097	Bay Point Orphans Fund, LLC	DD - ES	1,803.00
30119354	3/1/19	*****7605	Portofino Apartments	DD - ES	9,603.00
30119355	3/1/19	*****8826	Prime Metropolis Properties, Inc.	DD - ES	3,614.00
30119356	3/1/19	*****2849	IH5 Property West, LP	DD - ES	3,514.00
30119357	3/1/19	*****3398	Marples Property Management	DD - ES	3,191.00
30119358	3/1/19	*****4650	A. Meadows Property Management	DD - ES	1,209.00
30119359	3/1/19	*****6551	Parks Properties	DD - ES	1,765.00

30119360	3/1/19	*****7789	Stokley Properties LLC Harbor	DD - ES	2,268.00
30119361	3/1/19	*****8055	Property Upsurge, Inc.	DD - ES	10,732.00
30119362	3/1/19	*****0782	Amjad Qaqish	DD - ES	1,180.00
30119363	3/1/19	*****9542	Sam or Sonia Quinones	DD - ES	1,798.00
30119364	3/1/19	*****4029	Amos Radford	DD - ES	1,451.00
30119365	3/1/19	*****1034	Kuljit P Raju	DD - ES	1,277.00
30119366	3/1/19	*****2261	Paramjit K. Raju	DD - ES	2,630.00
30119367	3/1/19	*****3452	Christopher Ramirez	DD - ES	1,846.00
30119368	3/1/19	*****8489	Enrique or Stacy Ramirez	DD - ES	612.00
30119369	3/1/19	*****2162	Erika Ramirez	DD - ES	1,918.00
30119371	3/1/19	*****2283	Rohini Ram	DD - ES	2,146.00
30119372	3/1/19	*****6068	David Raughton	DD - ES	1,712.00
30119374	3/1/19	*****8337	RayCaro Inc.	DD - ES	3,019.00
30119375	3/1/19	*****8227	Croskey Real Estate, Inc.	DD - ES	3,508.00
30119376	3/1/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES	3,819.00
30119377	3/1/19	*****7083	Reliant - Woods Grove, LP	DD - ES	12,240.00
30119378	3/1/19	*****7349	Eric Franklin Remson	DD - ES	1,057.00
30119380	3/1/19	*****9321	Roger Riley	DD - ES	1,901.00
30119381	3/1/19	*****6917	Ronald D. Shelly or Julie Crowder	DD - ES	1,080.00
30119382	3/1/19	*****0694	Jason Ruffin	DD - ES	2,374.00
30119383	3/1/19	*****4579	Elvira Ruiz	DD - ES	1,336.00
30119384	3/1/19	*****5248	Constance Russell	DD - ES	1,079.00
30119385	3/1/19	*****3011	Alicia Saucedo	DD - ES	1,205.00
30119386	3/1/19	*****7615	Gregory Paul Schulz	DD - ES	1,405.00
30119387	3/1/19	*****9954	Richard M. Sciortino	DD - ES	926.00
30119388	3/1/19	*****7031	Jacqueline Selinger	DD - ES	687.00
30119389	3/1/19	*****5346	Young Sook Seroy	DD - ES	1,596.00
30119390	3/1/19	*****1446	Mohinder Sharma	DD - ES	999.00
30119391	3/1/19	*****7239	Shailesh & Bela Patel	DD - ES	2,832.00
30119392	3/1/19	*****4900	Paul Shatswell	DD - ES	1,493.00
30119393	3/1/19	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	2,599.00
30119394	3/1/19	*****5981	Yihui Shi	DD - ES	1,721.00
30119395	3/1/19	*****7789	Siena Court Apartments	DD - ES	10,479.00
30119396	3/1/19	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	4,319.00
30119397	3/1/19	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	11,090.00
30119398	3/1/19	*****6650	Frank M. Siino	DD - ES	610.00
30119399	3/1/19	*****8035	Joseph Michael Siino	DD - ES	1,425.00
30119400	3/1/19	*****5399	Gloria Silva	DD - ES	734.00

30119401	3/1/19	*****8407	Marc J. Simpson	DD - ES	973.00
30119402	3/1/19	*****3639	Raman Singh	DD - ES	2,121.00
30119403	3/1/19	*****6058	Son Singh	DD - ES	1,525.00
30119404	3/1/19	*****4970	Molly Smith	DD - ES	1,977.00
30119405	3/1/19	*****9092	Sherritta M Smith	DD - ES	1,096.00
30119406	3/1/19	*****2032	Cinthia Sosa	DD - ES	1,649.00
30119407	3/1/19	*****2985	Gloria Spahn	DD - ES	1,010.00
30119408	3/1/19	*****6977	Angela E. Robinson-Spencer	DD - ES	2,000.00
30119410	3/1/19	*****5343	Deborah Steppe	DD - ES	1,832.00
30119411	3/1/19	*****1601	George W. Stephens	DD - ES	1,674.00
30119412	3/1/19	*****5308	R R Rentals	DD - ES	1,639.00
30119414	3/1/19	*****1808	Jezzy Sukaemi	DD - ES	3,867.00
30119415	3/1/19	*****7479	Ms. Li Su	DD - ES	2,599.00
30119416	3/1/19	*****8534	Suma Aryaei	DD - ES	2,265.00
30119417	3/1/19	*****1235	Summit Venture Group, LLC	DD - ES	2,418.00
30119418	3/1/19	*****6168	Kamaljeet Surila	DD - ES	1,457.00
30119419	3/1/19	*****0399	Joyce Hui Sy	DD - ES	5,986.00
30119420	3/1/19	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	1,367.00
30119421	3/1/19	*****6765	TAH 2018-1 Borrower, LLC	DD - ES	3,189.00
30119422	3/1/19	*****9558	Edward C Tan	DD - ES	460.00
30119423	3/1/19	*****6283	Yun Teng Weijie Zhang	DD - ES	1,813.00
30119424	3/1/19	*****9166	Ms. Natasha Terry	DD - ES	2,282.00
30119425	3/1/19	*****2164	Quyen Minh Thai	DD - ES	1,800.00
30119426	3/1/19	*****9314	Silvia Thein and Ada Choi	DD - ES	1,175.00
30119427	3/1/19	*****4049	ChingJen Tong	DD - ES	1,914.00
30119428	3/1/19	*****1405	Lourdes or Raymond Tovar	DD - ES	1,787.00
30119429	3/1/19	*****2094	Raphael Minhtuyen Tran	DD - ES	2,825.00
30119430	3/1/19	*****6035	Tam Van Tran	DD - ES	1,918.00
30119431	3/1/19	*****1327	Thuy Tran	DD - ES	1,245.00
30119432	3/1/19	*****6165	Thanh Van Trinh	DD - ES	1,506.00
30119433	3/1/19	*****1650	Ms. Wendie Hue Trinh	DD - ES	4,185.00
30119434	3/1/19	*****3572	Nhan Chi Truong	DD - ES	949.00
30119435	3/1/19	*****5313	Sean Thuyet Truong	DD - ES	1,290.00
30119436	3/1/19	*****9321	Van Truong	DD - ES	1,493.00
30119437	3/1/19	*****8392	Xavier Van Truong	DD - ES	5,910.00
30119438	3/1/19	*****5553	David Tseng	DD - ES	1,107.00
30119439	3/1/19	*****4582	Lidia Valladares	DD - ES	2,165.00
30119440	3/1/19	*****0250	Victor D Valenzuela	DD - ES	1,570.00
30119441	3/1/19	*****3371	Gary D. Vasconcellos	DD - ES	1,056.00

30119442	3/1/19	*****8457	Sareena Lata Velu	DD - ES	1,612.00
30119443	3/1/19	*****9682	Nuno G Vieira	DD - ES	4,156.00
30119444	3/1/19	*****2720	Stephen Cordell Wafer	DD - ES	1,071.00
30119445	3/1/19	*****2768	Huan Rong Wang	DD - ES	1,401.00
30119446	3/1/19	*****6924	Lining Wan	DD - ES	1,827.00
30119447	3/1/19	*****6945	Wei Wang	DD - ES	2,115.00
30119448	3/1/19	*****1634	Yu Ruo Wang	DD - ES	1,849.00
30119449	3/1/19	*****5502	Mildred Lucille Washington	DD - ES	1,996.00
30119451	3/1/19	*****4384	Wenyang Chang	DD - ES	2,162.00
30119452	3/1/19	*****5295	Holly Wen	DD - ES	1,569.00
30119453	3/1/19	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	4,651.00
30119455	3/1/19	*****2737	Jessica R Wiebe	DD - ES	2,231.00
30119456	3/1/19	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	1,765.00
30119457	3/1/19	*****5057	Kathleen and John Wilson	DD - ES	1,275.00
30119458	3/1/19	*****8702	Kathy D. Williams	DD - ES	2,796.00
30119459	3/1/19	*****5480	Tasia La Vonda Williams	DD - ES	1,877.00
30119460	3/1/19	*****5026	Windeler Development Group, Inc.	DD - ES	1,245.00
30119461	3/1/19	*****1769	Alan York Lun Wong Alan York Lun Wong	DD - ES	1,233.00
30119462	3/1/19	*****1862	Danny Ching-Yam Wong	DD - ES	1,979.00
30119463	3/1/19	*****1157	Har Pan Wong	DD - ES	4,886.00
30119464	3/1/19	*****6356	Joanne Wong	DD - ES	1,825.00
30119465	3/1/19	*****1060	Kinney Ming Wong	DD - ES	1,300.00
30119466	3/1/19	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	2,600.00
30119467	3/1/19	*****1853	WR Properties, Inc.	DD - ES	5,628.00
30119468	3/1/19	*****3962	Hong Wu	DD - ES	3,963.00
30119469	3/1/19	*****3698	Zhang Jin Wu	DD - ES	3,240.00
30119471	3/1/19	*****2651	Sheree Wynn	DD - ES	2,094.00
30119472	3/1/19	*****5388	Jian Ai Xuan	DD - ES	1,940.00
30119473	3/1/19	*****3880	Ping Ping Xu Keming Wang	DD - ES	3,585.00
30119474	3/1/19	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	597.00
30119475	3/1/19	*****6779	Sally Yip	DD - ES	1,813.00
30119476	3/1/19	*****6210	Yong Qiang Lu	DD - ES	1,777.00
30119477	3/1/19	*****6178	Chris Kui You	DD - ES	2,394.00
30119478	3/1/19	*****7622	Yee Yue Cheung	DD - ES	1,230.00
30119479	3/1/19	*****7029	Ming Yu	DD - ES	1,772.00
30119480	3/1/19	*****8664	Mohammad Zalmaiyyar	DD - ES	2,664.00

30119481	3/1/19	*****7638	Jielu Zhao	DD - ES	2,200.00
30119482	3/1/19	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	1,731.00
30119483	3/1/19	*****3259	Xirong Zhao	DD - ES	1,604.00
30119484	3/1/19	*****4367	Xiang Yang Zheng	DD - ES	2,400.00
30119485	3/1/19	*****3830	Joy Yi Zhou	DD - ES	2,456.00
30119486	3/1/19	*****7805	Shengguo Zhu	DD - ES	4,943.00
30119487	3/1/19	*****6132	Ying Zhu	DD - ES	4,996.00
30119488	3/1/19	*****4651	Weijie Zhang	DD - ES	1,155.00

Housing Choice Voucher	HAP	1,343,867.19
	UR	9,434.41
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	778.49
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$1,354,080.09

Check Summary

March 1, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
148662	3/1/19	*****6041	Anthony L Johnson	20.00
148672	3/1/19	*****0297	Kelly Barr	37.00
148681	3/1/19	*****5735	Michael Wimmer	147.00
148693	3/1/19	*****2665	Stacy Smith	14.00
148695	3/1/19	*****2982	Timothy P Harrington	1.00
148697	3/1/19	*****7845	Troy Mills	31.00
148699	3/1/19	*****3447	David S Loesch	88.00
148758	3/1/19	*****9325	JOW & AAW, LLC	1,116.00
148761	3/1/19	*****9810	Housing Authority of the County of Alameda	3,271.22
148764	3/1/19	*****0331	Fairfield Housing Authority	126.80
30119010	3/1/19	*****4636	Felipe Amarante	DD - ES 1,487.00
30119020	3/1/19	*****3909	Ken Bartlett	DD - ES 383.00
30119023	3/1/19	*****7492	Adrienne Kelly Belton	DD - ES 906.00
30119046	3/1/19	*****8860	Joe Burns	DD - ES 1,200.00
30119047	3/1/19	*****8764	William Joseph Burgoyne	DD - ES 1,652.00
30119050	3/1/19	*****2513	Clara Beatriz Cardenas	DD - ES 1,550.00

30119073	3/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	13,112.48
30119074	3/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	11,764.92
30119075	3/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	7,551.76
30119076	3/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	10,466.34
30119077	3/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	10,446.82
30119078	3/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	11,301.96
30119079	3/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	2,967.26
30119082	3/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	6,147.00
30119083	3/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,832.00
30119084	3/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,737.00
30119085	3/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	2,729.00
30119101	3/1/19	*****9507	Olga M. Disney	DD - ES	1,135.00
30119107	3/1/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	603.00
30119118	3/1/19	*****8096	Robert Fitzstephens Rob Fitzstephens	DD - ES	1,432.00
30119122	3/1/19	*****4032	Fox Creek Apartments	DD - ES	445.00
30119134	3/1/19	*****5111	Gateway Apartments	DD - ES	3,314.00
30119151	3/1/19	*****5267	Abhilash Gupta	DD - ES	1,730.00
30119161	3/1/19	*****6728	David T. Hennigan	DD - ES	1,895.00
30119249	3/1/19	*****1547	Paul Livson	DD - ES	1,700.00
30119276	3/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	792.00
30119277	3/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	2,139.00
30119278	3/1/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES	1,821.00
30119287	3/1/19	*****6342	James & Diana Gail McDonald c/o Yolanda McDonald	DD - ES	1,500.00
30119326	3/1/19	*****9886	Northstar Financial Group, LLC	DD - ES	6,061.00
30119358	3/1/19	*****4650	A. Meadows Property Management	DD - ES	446.00
30119370	3/1/19	*****7228	Ramsey Horton	DD - ES	1,542.00
30119373	3/1/19	*****2414	Tanya Nicole Ray	DD - ES	1,938.00
30119375	3/1/19	*****8227	Croskey Real Estate, Inc.	DD - ES	1,789.00
30119376	3/1/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES	2,709.00
30119377	3/1/19	*****7083	Reliant - Woods Grove, LP	DD - ES	2,646.00
30119379	3/1/19	*****2935	RICHMOND HOUSING AUTHORITY	DD - ES	5,376.12
30119395	3/1/19	*****7789	Siena Court Apartments	DD - ES	824.00
30119409	3/1/19	*****3465	Ramzi D Srouji	DD - ES	1,891.00
30119413	3/1/19	*****0437	Suisun City Housing Authority	DD - ES	867.42
30119450	3/1/19	*****4563	Isidoro Weitzman	DD - ES	2,060.00

30119453	3/1/19	****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	2,169.00
30119454	3/1/19	****9380	Tracy J. Whitehead	DD - ES	1,990.00
30119467	3/1/19	****1853	WR Properties, Inc.	DD - ES	1,700.00
30119470	3/1/19	****2556	Drewcillia Wyatt	DD - ES	1,247.00

VASH

HAP	148,875.00
UR	338.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	4,635.10
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$153,848.10

Grand Total

HAP	1,492,742.19
UR	9,772.41
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	5,413.59
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$1,507,928.19

HAP (Regular)	\$ 1,178,248.19
HAP (VASH)	148,875.00
HAP (Port-In)	147,053.00
HAP (Port-Out)	18,566.00
Utility Reimbursement	9,772.41
Admin Fee	5,413.59
Total	\$ 1,507,928.19

0.*

DD → 1,442,283.69 +
 Cks → 65,644.70 +
 1,507,928.19*

*Law
 MEM
 2/26/19 pmo 2/25/19*

Check Summary

March 15, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 148777	3/15/19	*****8406	Ashley C Jackson	140.00
148780	3/15/19	*****1903	Ebony D Loud	31.00
148781	3/15/19	*****3277	Stacie J Hogan	199.00
148782	3/15/19	*****9810	Housing Authority of the County of Alameda	651.00
148783	3/15/19	*****5951	Stoneman Apartments	10,543.00
148784	3/15/19	*****1057	Diamond Hillside Apartments	2,558.00
* 31519001	3/15/19	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES 3,080.00
31519002	3/15/19	*****2521	Belmont Apartments	DD - ES 1,100.00
31519003	3/15/19	*****2209	Gina Bhatia	DD - ES 1,092.00
31519005	3/15/19	*****6981	Adraine Gardner	DD - ES 439.00
31519006	3/15/19	*****6084	Gold A and S LLC	DD - ES 574.00
31519007	3/15/19	*****5267	Abhilash Gupta	DD - ES 1,852.00
31519008	3/15/19	*****5221	Anna Hernandez	DD - ES 194.00
31519009	3/15/19	*****7984	Tao Huang	DD - ES 710.00
31519010	3/15/19	*****4320	IH2 Property West, L.P.	DD - ES 287.00
31519011	3/15/19	*****4913	Jabbarr Love	DD - ES 1,321.00
31519012	3/15/19	*****7475	Qi Yun Kuang	DD - ES 3,074.00
31519013	3/15/19	*****2293	LCSTAR, LLC	DD - ES 129.00
31519014	3/15/19	*****1474	Los Medanos Village Apartments	DD - ES 846.00
31519015	3/15/19	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES 1,640.00
31519016	3/15/19	*****3389	Steadfast Marina Heights, L.P.	DD - ES 287.00
31519017	3/15/19	*****0054	NC Associates, Inc.	DD - ES 2,100.00
31519018	3/15/19	*****7171	New Way Management Services, Inc.	DD - ES 4,249.00
31519019	3/15/19	*****7811	Hemangini & Vijendra Patel	DD - ES 1,158.00
31519020	3/15/19	*****4893	Cong Thi Pham	DD - ES 598.00
31519021	3/15/19	*****8227	Croskey Real Estate, Inc.	DD - ES 183.00
31519023	3/15/19	*****4809	Robert W. Daniels	DD - ES 3,091.00
31519024	3/15/19	*****3871	Maridel P Santos	DD - ES 1,294.00
31519025	3/15/19	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES 150.00

Housing Choice Voucher

HAP	43,200.00
UR	370.00
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	\$43,570.00

Check Summary

March 15, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
148778	3/15/19	*****7726	Quamie Golliday	83.00
148779	3/15/19	*****1136	Shannon O Murphy	13.00
31519004	3/15/19	*****0746	Contra Costa County Housing Authority	DD - ES 1,698.42
31519022	3/15/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES 2,237.00

VASH

HAP	3,863.00
UR	96.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	72.42
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$4,031.42

Grand Total

HAP	47,063.00
UR	466.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	72.42
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$47,601.42

0.*

3/15/19 Check Run

DD-33,383.42+
CKS-14,218.00+
47,601.42*

HAP (Regular)	\$	✓20,452.00
HAP (VASH)		✓ 3,863.00
HAP (Port-In)		✓22,097.00
HAP (Port-Out)		✓ 651.00
Utility Reimbursement		✓ 466.00
Admin Fee		✓ 72.42
Total	\$	<u>47,601.42</u>

for 3/14/19
PWO 3/13/19

Payment History List

March 13, 2019

		Payee		Tenant	Type	VMS Date	Amount	Voided	Cleared
Check Date	Check #	Account #	Payee						
02/01/2019	148540	***-**-2940	Donnette L Terrell	Terrell, Donnette	UR	02/01/2019	\$215.00	☐	☐
02/01/2019	148540	***-**-2940	Donnette L Terrell	Terrell, Donnette	UR	02/01/2019	-\$215.00	☐	☐

\$0.00

Voided - no reissue

tenant moved out 1/1/19

Payment History List

March 12, 2019

		Payee		Tenant	Type	VMS Date	Amount	Voided	Cleared
Check Date	Check #	Account #	Payee						
09/01/2018	147949	***-**-1136	Shannon O Murphy	Murphy, Shannon	UR	07/01/2017	\$13.00	☐	☐
09/01/2018	147949	***-**-1136	Shannon O Murphy	Murphy, Shannon	UR	07/01/2017	-\$13.00	☐	☐

\$0.00

Voided - Rec'd unclaimed
Form, reissued @
3/15/19 ck Run

Payment History List

March 26, 2019

		Payee		Tenant	Type	VMS Date	Amount	Voided	Cleared
Check Date	Check #	Account #	Payee						
03/01/2019	148729	***-**-4721	Ebony N Manning	Manning, Ebony	UR	03/01/2019	\$58.00	☐	☐
03/01/2019	148729	***-**-4721	Ebony N Manning	Manning, Ebony	UR	03/01/2019	-\$58.00	☐	☐

\$0.00

Lost UR ck - reversed @ 4/1/19



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

TO: Mayor/Chair and Council/Agency Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of a City Council and Authority Resolution to approve the Transfer of Unclaimed funds to the City's General Fund and Housing Authority Fund Pursuant to California Government Code Section 50053

MEETING DATE: April 15, 2019

EXECUTIVE SUMMARY

Staff has identified outstanding City of Pittsburg and Housing Authority checks that remain unclaimed for more than three years. According to California Government Code Section 5003, these funds can now be considered the property of the City of Pittsburg and the Housing Authority.

FISCAL IMPACT

Funds in the amount of \$5,059.15 will transfer to the City's General Fund as non-departmental revenue and \$725.00 will transfer to revenue in the City's Housing Authority Fund.

RECOMMENDATION

City Council and Housing Authority approve the reclassification of unclaimed stale-dated checks greater than three years old from an unclaimed property liability account to revenue as determined by Government Code Sections 50050 through 50056.

BACKGROUND

City of Pittsburg's policy is to properly account for unclaimed funds in a manner which follows California Government Code sections 50050 through 50056.

This process involves sending out letters and affidavits to each payee of unclaimed funds to determine the status of the check. Checks are considered unclaimed if no response is received to the inquiry within 30 days or if the payee cannot be identified or if the payee declines payment.

Unclaimed checks are then cancelled and notification is sent to the City's bank. Funds are reclassified as stale-dated checks and are transferred to an unclaimed property liability account based on the following criteria:

Accounts Payable Checks – One year from issue date

Payroll checks – Six months from issue date

Housing Authority Checks – Six months from issue date

The attached listing of unclaimed vendor payments has been published for two consecutive weeks, as required, with no claims filed for reimbursement.

It is now the City's intent to transfer unclaimed funds to the City's General Fund and Housing Authority Fund as revenue.

SUBCOMMITTEE FINDINGS

This item was not presented to a Subcommittee

STAFF ANALYSIS

Based on California Government Code Sections 50050 and 50051, and the City's Unclaimed Check Policy, the attached list of checks, which has been published for two consecutive weeks, is now considered property of the City of Pittsburg and the Housing Authority.

ATTACHMENTS:

City Council Resolution

Housing Authority Resolution

Bay Area News Group Publishing of Unclaimed Checks

City of Pittsburg Unclaimed Check Policy

State Government Code Sections 50050-50056

Report Prepared By: Diane Agar, Finance Division Manager

Reviewed By: Brad Farmer, Director of Finance

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Approving the Transfer of Unclaimed Funds)
To the City's General Fund Pursuant to)
California Government Code Section 50053) RESOLUTION NO. 19-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg's policy is to properly account for unclaimed funds in a manner which follows California Government Code Sections 50050 through 50056; and

WHEREAS, the attached list of unclaimed vendor payments has been outstanding and unclaimed in special funds for more than three years; and

WHEREAS, the attached listing of unclaimed vendor payments has been published as required with no claims filed for reimbursement.

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

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

Section 2. The Pittsburg City Council does hereby authorize the transfer of Unclaimed City of Pittsburg funds in the amount of \$5,059.15 to the City's General Fund as Revenue.

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

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of April 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority Resolution)
Approving the Transfer of Unclaimed Funds)
To the City of Pittsburgh Housing Authority)
Fund Pursuant to California Government)
Code Section 50053)

RESOLUTION NO. 19-

The Pittsburgh Housing Authority DOES RESOLVE as follows:

WHEREAS, the City of Pittsburgh's policy is to properly account for unclaimed funds in a manner which follows California Government Code Sections 50050 through 50056; and

WHEREAS, the attached list of unclaimed vendor payments has been outstanding and unclaimed in special funds for more than three years; and

WHEREAS, the attached listing of unclaimed vendor payments has been published as required with no claims filed for reimbursement.

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

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

Section 2. The Pittsburgh Housing Authority does hereby authorize the transfer of Unclaimed Housing Authority funds in the amount of \$725.00 to Housing Authority Revenue.

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

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburgh at a regular meeting on the 15th day of April 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Juan Antonio Banales, Chair

Alice E. Evenson, Secretary

PURSUANT TO CALIFORNIA GOVERNMENT CODE 50050-50056

The following amounts and funds represent City of Pittsburg
 Issued warrants which have been outstanding for at least three years.
 These amounts will become the property of the City of Pittsburg on
 March 15, 2019 if they remain unclaimed:

Jatinder S. Bains	172.62	Water Operations
Joshua Vieth	45.46	Water Operations
Kirby McNesby	293.61	General Fund
ACL Property Management	250.00	Water Operations
Tony Hoang Nguyen	220.08	Water Operations
Christine Pallatto	48.91	Water Operations
Pittsburg Natl Little League	500.00	Pittsburg Power Co.
Kirby McNesby	24.00	General Fund
Aurelio Quintero	1,451.00	Asset Seizure
Richard Russem	98.04	Water Operations
Anderson-Pallato LLC	138.62	Water Operations
William Furr	33.00	Water Operations
Fernando Oliveira	27.76	Water Operations
Pittsburg Natl Little League	500.00	Pittsburg Power Co.
Rita Marie Torres	16.55	Water Operations
Sweetness Whittington	4.04	Water Operations
Dana Dickerson	55.15	Water Operations
Anathayee Heyward	24.69	Water Operations
Cristina Sunga	12.57	Water Operations
Hendrique Moralez	23.00	Asset Seizure
Andrew Rouse	15.55	Water Operations
Parma - Public Agency I	150.00	General Fund
Faye McKnight	53.97	Water Operations
Dustin Kollehner	179.18	Water Operations
Alma Roundy	24.50	Water Operations
Nicholas Sabatini	148.21	Water Operations
Ebony Standifer	110.00	General Fund
Hydrex Pest Control	164.00	Housing Authority
Michael Constantine	138.64	Water Operations
Janae Green	25.00	Water Operations
Fang Wang	250.00	Water Operations
GM Small Maintenance	25.00	General Fund
Lalinda M. Reyna	130.00	Housing Authority
Lajanee Smith	84.00	Housing Authority
Samaiyah A. Warren	90.00	Housing Authority
Stacia A. Moore	138.00	Housing Authority
Sheree Nessler	119.00	Housing Authority

These funds may be released provided a claim form has been completed with the necessary information. The Unclaimed Funds Claim Form is available at the City of Pittsburg - Finance Department, 65 Civic Ave., Pittsburg, CA 94565, or by calling City of Pittsburg Accounts Payable at 925-252-4011.

East County Times

3260 Lone Tree Way, Suite 100
Antioch, CA 94509
925-779-7115

Legal No.

0006282208

3172609

PITTSBURG, CITY OF
ALICE EVENSON, MMC
CITY CLERK
65 CIVIC AVE
PITTSBURG, CA 94565

PROOF OF PUBLICATION

In the matter of

East County Times

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the East County Times, a newspaper published in the English language in the City of Antioch, County of Contra Costa, State of California.

I declare that the East County Times is a newspaper of general circulation as defined by the laws of the State of California as determined by court decree dated January 6, 1919, Case Number 8268 and modified January 19, 2006, Case Number N05-1494. Said decree states that the East County Times is adjudged to be a newspaper of general circulation for the City of Antioch, County of Contra Costa and State of California. Said order has not been revoked.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/18/2019

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 28th day of January, 2019.



Signature


Approved By Marc C. Grisham
City Manager

Subject: Unclaimed Check Policy

Purpose:

It is the policy of the City of Pittsburgh to properly account for unclaimed money in a manner which follows government code sections 50050 through 50056. Funds that remain unclaimed for at least 3 years will become the property of the City of Pittsburgh after the procedures identified herein have been followed. Unclaimed Funds consists of funds which are not the property of the City, but remain in the City Treasury for three or more years without a claim being filed by the legal owner(s).

Unclaimed money will not include individual items of less than \$15.00, or any amounts in which the depositor's name is unknown. These funds will become the property of the City of Pittsburgh after being unclaimed for a period of at least 12 months.

Procedures:

I. IDENTIFICATION

Every quarter the Accounting Operations Division will generate an outstanding check report which identifies all outstanding payroll checks and housing authority checks over three months old and all accounts payable checks over six months old. The Accounting Operations Division will review the listing to determine if disposition of the check is correct. This will include examination of the original documentation and the review of all relevant financial information as needed.

When the review process is completed, a letter and affidavit will be sent to each payee asking to verify the status of the check. A copy of the letter and the review history will be maintained in the Accounting Operations Division. See attachment A and B for examples.

A check will be considered unclaimed if:

- No response is received to the inquiry within 30 days.
- The payee can't be identified or located.
- The payee declines payment.

II. STALE DATING CHECKS

Payroll checks and Housing Authority checks drawn on City bank accounts that remain outstanding for six months or more and Accounts Payable checks drawn

on City bank accounts that remain outstanding for one year or more will be considered stale dated, and will not be honored by the City's bank if presented for payment.

III. RECLASSIFYING STALE DATED CHECKS

All checks that remain unclaimed will be transferred to the City's Unclaimed Property account based on the following criteria:

- Accounts payable checks - One year from the issue date
- Payroll checks – Six months from the issue date
- Housing Authority checks – Six months from the issue date

These checks will be cancelled, and notification of the cancellation will be sent to the City's bank. Accounting entries will be generated to record the dollar amount of unclaimed checks in the liability account: *Unclaimed Property*.

The payee/check information will be recorded in an unclaimed check spreadsheet maintained by the Accounting Operations Division. This list of unclaimed checks will include the individual or business name as shown on the issued check, the amount of the issued check, the check number, the check issue date, and the original expense account.

IV. CLAIMING FUNDS

An individual or business may file a claim for funds with the City's Accounting Operations Division or Housing Authority. Claimants will be required to complete an Unclaimed Property Form, along with supporting documentation to establish entitlement to payment. See attachment B for example. All funds that remain unclaimed based on the timelines established in Section V will be transferred to the City's General Fund or Housing Authority Fund.

Examples of claims and the types of supporting information that may be required include:

- A. Individual Claimant – Claims initiated by the owner or the parent/custodian of the owner of the property.
- Completed and signed Unclaimed Property Request Form.
 - A copy of the check (if available).
 - Copy of any official form used for identification, such as a driver's license, military identification card, or passport.
 - Proof of reported address associated with the unclaimed check. The following documents are acceptable: pay stub, tax return, mortgage, telephone or utility bill, bank or credit card statement.
 - If the claim is initiated by the parent/custodian of the claimant, proof of that relationship.
- B. Business Claimant – The claim must be made by an officer or official claiming on behalf of the business or corporation, partnership, professional

association, non-profit organization, government entity, or private organization.

- Completed and signed Unclaimed Property Request Form.
- A copy of the check (if available).
- Copy of official identification for each officer or official, such as a driver's license.
- Federal tax identification number.
- Business card of the authorized officer or official.
- Proof of the business's reported address associated with the unclaimed check, such as tax return documents, a mortgage, rent, telephone, or utility bill, or a bank statement.

If a company or business has dissolved or changed names additional information may be requested to process the claim.

C. Heir or Trustee of Deceased Property Owner – Claims initiated by the authorized lawful heir or trustee of the deceased payee's claim.

- Completed and signed Unclaimed Property Request Form.
- Death certificate of the deceased owner or owners of the property.
- Copy of any official form used for identification for each heir, such as a driver's license, military identification card, or passport.
- Proof of reported address associated with the unclaimed property. The following documents are acceptable: Pay stub, tax return document, mortgage, telephone, or utility bill, bank or credit card statement.
- Proof of the deceased owner's relationship to the claim holder. The following documents are acceptable: Bank statement, mortgage, telephone, or utility bill.
- Proof that no other person has a superior right to the interest of the decedent in the described property.

All claims made by heirs or trustees of a deceased payee are subject to review and approval by the City Attorney.

The City of Pittsburg retains the right to reject any claim in which entitlement has not been established to the City's satisfaction.

If a claim is approved, the check will be reissued and the original check will be removed from the unclaimed check listing.

V. **TRANSFER OF CHECKS TO THE GENERAL FUND OR HOUSING AUTHORITY FUND**

On an annual basis, the unclaimed check list will be reviewed to determine which checks can be transferred to the City's General Fund or Housing Authority Fund, as determined by Government Code Sections 50050 through 50056, as follows:

- Checks under \$15

Checks for less than \$15 that remain unclaimed for a period of at least one year will become the property of the City and will be transferred to the City's General Fund.

- Checks \$15 and Greater

Checks that are greater than \$15 and have remained outstanding for more than three years will be published once a week for two consecutive weeks in a newspaper of general circulation stating the payee, the amount, and the fund in which the money is held. The notice will also contain the specific date the money will become the property of the City. See Attachment C for example. This date shall not be less than 45 days nor more than 60 days after the first publication.

If there are no claims for the check by the date identified in the notice, a list of unclaimed checks and dollar amounts will be submitted to City Council for approval and transfer to the City's General Fund or Housing Authority Fund.

All approved funds will be transferred following the issuance of a resolution.

Attachments:

1. A – Sample Letter
B – Sample Affidavit
C – Sample Notice to be published in newspaper
D – Sample Unclaimed Money Claims Form

Attachment A

Sample Letter

Dear _____,

Our records indicated that check number _____ issued to you on
_____ in the amount of \$ _____ by the City of Pittsburg has not
been cashed and is now stale dated. To claim this money, please complete the
enclosed

'Stale Dated Check Replacement Affidavit' as indicated and mail to:

City of Pittsburg
Finance Department
65 Civic Avenue
Pittsburg, CA 94565

Upon receipt of the properly signed affidavit, a new check will be issued to you. Please
call if you have any questions or if I can be of any assistance.

Susan Winkelbauer
Accounts Payable
925-252-4011
City of Pittsburg

Enclosure

Attachment B

Sample Affidavit

**City of Pittsburgh
Affidavit of Unclaimed Monies**

I, _____, hereby declare that I am the legal owner or custodian of check number _____, issued by the City of Pittsburgh, in the amount of \$ _____, dated _____ and the name of the payee shown is _____.

Indicate below what happened – Mark on the box and explain.

- () The above check was not received.
- () The above check was destroyed by _____.
- () The above check was lost by me on _____.
- () Other _____.
- () The above check is attached. The check is now void because it was not cashed within six months and became stale dated.

I request that a replacement check be issued to me and agree that if the above warrant is received I will promptly return it to the City of Pittsburgh Finance Department.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED AT _____,

THIS _____, DAY OF _____, 20 _____.

Signature

Daytime Phone number

Address

City State Zip

Attachment C

Sample Notice to be published in the newspaper

Notice is hereby given that the City of Pittsburg is holding funds for the following persons. If said funds are not claimed by MMMM dd, yyyy, these funds will become the property of the City of Pittsburg in accordance with California Government Code Sections 50050 – 50056. These funds may be released to the depositor, their heir, beneficiary, or duly appointed representative provided a claim form has been completed with the necessary information.

The Unclaimed Money Claim form is available at the City of Pittsburg Finance Department, 65 Civic Avenue, Pittsburg, CA 94565, or by calling Susan Winkelbauer, Accounts Payable, and 925-252-4011. Required claim information includes name, address, phone number, tax identification number, amount of claim, and grounds on which claim is founded. Once a claim is submitted, the Finance Director will determine what, if any, additional information is necessary.

Person with funds on deposit for 3 Years:

NAME	AMOUNT	SOURCE OF FUNDS
Vendor A	\$345.78	General Fund
Vendor B	\$127.52	Water Fund
Vendor C	\$300	Sewer Fund

Attachment D

Sample Unclaimed Money Claim Form

**City of Pittsburg
Unclaimed Funds Claim Form**

Pursuant to California Government Code Section 50052, I wish to file a claim for previously unclaimed funds in the amount of \$_____ that was published in the Local Newspaper on _____. The grounds on which I file this claim are:

Vendor or individual Name

Taxpayer ID # or SS#

Signature

Telephone

Address

City, State, Zip

FINANCE USE ONLY

Claim received on _____.

☐

Approved

☐

Denied

Original Warrant #:

Date:

Amount:

Replacement Warrant #:

Date:

Amount:

Director of Finance

SECTION 50050-50057

50050. For purposes of this article, "local agency" includes all districts. Except as otherwise provided by law, money, excluding restitution to victims, that is not the property of a local agency that remains unclaimed in its treasury or in the official custody of its officers for three years is the property of the local agency after notice if not claimed or if no verified complaint is filed and served. At any time after the expiration of the three-year period, the treasurer of the local agency may cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the local agency. Money representing restitution collected on behalf of victims shall be either deposited into the Restitution Fund or used by the local agency for purposes of victim services after the expiration of the three-year period. However, with respect to moneys deposited with the county treasurer pursuant to Section 7663 of the Probate **Code**, this three-year period to claim money held by a local agency is extended for an infant or person of unsound mind until one year from the date his or her disability ceases.

For purposes of this section, "infant" and "person of unsound mind" have the same meaning as given to those terms as used in Section 1441 of the **Code** of Civil Procedure.

50051. The notice shall state the amount of money, the fund in which it is held, and that it is proposed that the money will become the property of the local agency on a designated date not less than forty-five days nor more than sixty days after the first publication of the notice.

50052. Upon or prior to publication, a party of interest may file a claim with the treasurer which must include the claimant's name, address, amount of claim, the grounds on which the claim is founded, and any other information that may be required by the treasurer. The claim shall be filed before the date the unclaimed money becomes the property of the local agency as provided under Section 50051 and the treasurer shall accept or reject that claim. If the claim is rejected by the treasurer, the party who submitted the claim may file a verified complaint seeking to recover all, or a designated part, of the money in a court of competent jurisdiction within the county in which the notice is published, and serves a copy of the complaint and the summons issued thereon upon the treasurer. The copy of the complaint and summons shall be served within 30 days of receiving notice that the claim was rejected. The treasurer shall withhold the release of the portion of unclaimed money for which a court action has been filed as provided in this section until a decision is rendered by the court.

50052.5. (a) Notwithstanding Section 50052, the treasurer may release to the depositor of the unclaimed money, their heir,

beneficiary, or duly appointed representative, unclaimed money if claimed prior to the date the money becomes the property of the local agency upon submitting proof satisfactory to the treasurer, unless the unclaimed money is deposited pursuant to Section 7663 of the Probate **Code**.

(b) Notwithstanding Section 50052, the treasurer may release unclaimed money deposited with the county treasurer pursuant to Section 7663 of the Probate **Code**, to any adult blood relative of either the decedent or the decedent's predeceased spouse.

(c) Notwithstanding Section 50052, the treasurer may release unclaimed money deposited with the county treasurer pursuant to Section 7663 of the Probate **Code** to the parent who has legal and physical custody of a minor who is a blood relative of either the decedent or the decedent's predeceased spouse without the need to appoint a legal guardian for the minor as follows:

(1) If the value of the unclaimed money deposited with the county treasurer is five thousand dollars (\$5,000) or less, the treasurer may release the money according to Section 3401 of the Probate **Code**.

(2) If the value of the unclaimed money deposited with the county treasurer is sixty thousand dollars (\$60,000) or less, and the money is not released under paragraph (1), the unclaimed money may be released by the treasurer to the parent who shall, after payment of any costs incurred in making the claim, hold the money in trust, to be used only for the care, maintenance, and education of the minor, and the parent shall be liable therefor to the minor under the fiduciary laws of this state. The money held in trust shall be released to the minor when the minor reaches the age of majority.

(d) The claim shall be presented to the county treasurer in affidavit form and signed under penalty of perjury. Notwithstanding Section 13101 of the Probate **Code**, the claimant, to be entitled to the entire escheated estate, needs only to establish with documentary proof the existence of a blood relationship to either the decedent or of the predeceased spouse, if any, and the documentary proof, if regular on its face, need not be certified. Notwithstanding Section 13101 of the Probate **Code**, the claimant shall not be required to declare that no other person has an equal or superior claim to the escheated estate.

The county treasurer may rely in good faith on the sworn statements made in the claim and shall have no duty to inquire into the truth or credibility of evidence submitted.

In paying out the escheated estate, the county treasurer shall be held harmless to all. Payment shall act as total acquittance and shall completely discharge the county treasurer from any liability.

If the county treasurer rejects any claim made hereunder, the claimant may take his or her grievance to the Superior Court of the county holding the escheated estate.

Any claim paid hereunder shall be paid without interest.

50053. When any such money becomes the property of a local agency and is in a special fund, the legislative body may transfer it to the general fund.

50054. Whenever any city or county or city and county renders construction services or constructs public works for any city, county, city and county or any other governmental agency below the level of the state **government**, the price charged for such services or

construction shall be sufficient to reimburse the governmental body performing such services for the full cost thereof including labor, material, equipment costs or rentals and a reasonable allowance for overhead. In computing overhead, without limitation on other factors properly includable, there shall be allocated to the overhead cost its proportionate share of indirect labor and administrative costs.

50055. Any other provision of this article notwithstanding, any individual items of less than fifteen dollars (\$15), or any amount if the depositor's name is unknown, which remain unclaimed in the treasury or in the official custody of an officer of a local agency for the period of one year or upon an order of the court may be transferred to the general fund by the legislative body without the necessity of publication of a notice in a newspaper.

50056. The responsibilities of the treasurer as provided under this article may be delegated by the treasurer to the agency, district, or department that maintains the supporting records of the unclaimed money based on the initial receipt or deposit of that money or both.

50057. For individual items in the amount of one thousand dollars (\$1,000) or less, the legislative body of any county may, by resolution, authorize the county treasurer to perform on its behalf any act required or authorized to be performed by it under Sections **50050**, 50053, and 50055. The resolution shall require that the county auditor be informed of each act performed under the authorization.



**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 List of Projects to be Funded by SB 1, the Road Repair and Accountability Act of 2017 for Fiscal Year 2019-20

MEETING DATE: April 15, 2019

EXECUTIVE SUMMARY

Each fiscal year the City must adopt, by resolution, a list of all projects proposed to receive funds from the Road Maintenance and Rehabilitation Account (RMRA), known as SB 1. The list includes a description and location of each proposed project, a proposed schedule for its completion, and the estimated useful life of the improvement. Attached to this report is the proposed list of SB 1-funded projects for fiscal year 2019-20.

FISCAL IMPACT

None from this action. Staff will request funding allocations for projects on the list as part of the City Council's consideration of the City's annual budget or adoption of the City's 5-Year Capital Improvement Program.

RECOMMENDATION

City Council adopt the attached Resolution approving a list of projects to be funded by SB 1 in fiscal year 2019-20.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the Legislature and signed into law by the Governor in April 2017, in order to address the significant transportation funding shortfalls statewide.

SB 1 includes accountability and transparency provisions that will ensure the residents of the City are aware of the projects proposed for funding and which projects have been completed each fiscal year.

The City will receive an estimated \$1,202,427 in RMRA funding in Fiscal Year 2019-20 from SB 1. This is the third year the City has received SB 1 funding.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

SB 1 funding will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have been possible without SB 1.

Staff developed the SB 1 project list based on the need to maintain a safe and efficient transportation system within the City, and in anticipation of future projects funded by other sources to ensure revenues are used on the projects that also meet the community's priorities for transportation investment.

The fiscal year 2019-20 funding from SB 1 will help the City maintain and rehabilitate pavement on West Leland Road/Loveridge Road, provide for preventative pavement maintenance at various locations throughout the City, modernize traffic control equipment, and adjust traffic signal timing to improve traffic flow this year and into the future.

The 2016 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue and future SB-1 funding will help the City increase the overall quality of the road system, with the goal of improving the City's streets and roads to a "good" condition.

The SB 1 project list and overall investment in local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, aims to have a significant positive effect not just for the City but statewide.

ATTACHMENTS: Resolution
SB 1 FY 2019-20 Project List

Report Prepared By: Ronald A. Nevels, Senior Civil Engineer

SB 1 Fiscal Year 2019/20 RMRA Project List

Monday, April 15, 2019

Title	2019/20 Traffic Signal Modification	Amount
Description	Modifications to traffic signal timing and modernization of traffic control equipment	\$135,000
Location	Citywide	
Completion Date	June-20	
Useful Life	1-10 years	
Title	SB-1 2019/20 Pavement Management Project	Amount
Description	Pavement rehabilitation of W. Leland Road/Loveridge Road	\$895,000
Location	W. Leland Road and Loveridge Road	
Completion Date	June-20	
Useful Life	10 - 20 Years	
Title	2019/20 Street Maintenance Project	Amount
Description	Slurry Seal, Chip Seal, Patch Paving, Micro-surfacing, or Crack Seal of various streets	\$172,427
Location	Cypress Way, Roundhill Drive, and Woodland Drive	
Completion Date	June-20	
Useful Life	5-20 Years	
Total Proposed 2019/20 Expenditure		\$1,202,427
Estimated 2019/20 Available Funds \$		1,202,427
Remaining balance/Reserve \$		-

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving a List of)
Projects to be Funded by SB 1, the)
Road Repair and Accountability Act)
Of 2017 for Fiscal Year 2019-20)

RESOLUTION NO. 19-

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

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017, in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City are aware of the projects proposed for funding in the City and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt, by resolution, a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1. The list must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$1,202,427 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding, and the second year of receiving the full amount of funding due to the implementation of SB 1 half way through 2017; and

WHEREAS, SB 1 funding will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have been possible without SB 1; and

WHEREAS, Staff developed the SB 1 project list based on the need to maintain a safe and efficient transportation system within the City, and in anticipation of future projects funded by other sources to ensure revenues are being used on the projects that also meet the community's priorities for transportation investment; and

WHEREAS, the Fiscal Year 2019-20 funding from SB 1 will help the City maintain and rehabilitate pavement on West Leland Road/Loveridge Road, provide for preventative pavement maintenance at various locations throughout the City, provide for modernization of traffic control equipment, and adjust traffic signal timing to improve traffic flow this year and into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue and future SB-1 funding will help the City increase the overall quality of the road system, with the goal of improving the City's streets and roads to a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have a significant positive effect not just for the City but statewide.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pittsburg as follows:

Section 1.

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

Section 2.

The City Council hereby approves the list of SB-1 funded project for fiscal year 2019-20 that is attached to the Staff Report accompanying this Resolution.

Section 3.

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

Section 4.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of April 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize the City of Pittsburg to Access State and Federal Summary Information for Employment and Related Purposes

MEETING DATE: April 15, 2019

EXECUTIVE SUMMARY

The City of Pittsburg's Human Resources Department routinely performs criminal background checks for prospective employees, volunteers, and committee members to access criminal records and histories maintained by the California Department of Justice. The City wishes to expand its criminal database access to include Federal Bureau of Investigation (FBI) histories and out-of-state records.

FISCAL IMPACT

It is anticipated that \$1,500 in state and federal fingerprint and crime database fees will be incurred for the remainder of the 2018/2019 fiscal year and absorbed into current and future fiscal year departmental budgets.

RECOMMENDATION

The City Council adopt a resolution to authorize the City of Pittsburg to access state and national criminal history information for employment, licensing, or certification purposes.

BACKGROUND

As part of the hiring process, the City's Human Resources Department conditions its offers of employment on the successful passing of prospective employees, volunteers, and committee members of a criminal background check. At present, the City has indirect access to criminal histories maintained by the California Department of Justice; however, those records do not capture data relating to arrests and convictions occurring out of state.

Under the current limitations, the City conceivably could unknowingly hire an employee, volunteer, or committee member with a history of violent or sex-related crimes and because the crimes occurred out of state, staff would not be aware of their occurrence. It is critical for staff to be able to rely on its screening of employees, volunteers, and committee members as an accurate measure of their employability. Given national trends toward an increasingly transient population, this necessity is even more pronounced.

In order to expand the scope and reliability of its background checks, staff would like to be able to access FBI records, which includes information from the National Crime Information Systems Database covering all 50 states, along with international information gained from Interpol. Such information would not be shared with any private entity.

Under California Penal Code §§11105(b)(11) and 13300(b)(11), the City is required to adopt a resolution authorizing access to summary criminal history information for employment certification purposes, as a pre-requisite to accessing the national and FBI database. The California Department of Justice has provided staff with a template resolution, on which the resolution attached to this report is based.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Under both of the above-cited statutes, and pursuant to Department of Justice and constitutional requirements, an individual with a criminal conviction record cannot be automatically excluded from employment and a determination must be made as to whether there are mitigating circumstances and consideration must be given to the relationship between the risks of the employment position and the crime(s) previously committed.

In some circumstances, conviction of a given crime statutorily precludes hiring. For example, under Section 5164 of the California Public Resources Code, individuals convicted of certain sex crimes seeking positions involving supervision of minors cannot be hired under any circumstances. Further, in any position involving access to confidential information or City funds, conviction of a criminal record involving moral turpitude likely would also be a disqualifying factor.

The proposed resolution will facilitate the use of an enlarged criminal history database, allowing staff to more fully assess the background of potential employees, volunteers, and committee members and providing an added layer of assurance that appropriate hiring decisions are made.

Pursuant to California Penal Code §§11105(b)(11) and 13300(b)(11), the City Council is asked to adopt a resolution to authorize the City of Pittsburg to access state and national criminal history information for employment, licensing, or certification purposes.

ATTACHMENTS: Resolution

Report Prepared By: Stacy Shell, Director of Human Resources

PASSED AND ADOPTED by the City Council of the City of Pittsburgh on the 15th day of April 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of City Council Resolution to Approve a Lease Purchase Agreement for Fleet Equipment Financing

MEETING DATE: April 15, 2019

EXECUTIVE SUMMARY

The Public Works Department maintains a fleet with an approximate replacement value of over \$6 million. The Public Works Department solicited bids for a Thermoplastic Machine, Backhoe and Air Compressor that are past their useful life and experiencing higher costs to maintain. The Finance Department solicited financing for replacement of this equipment per a Lease Agreement. The Lease Agreement exceeds the \$75,000 threshold and requires approval of City Council.

FISCAL IMPACT

The City Council previously approved the financing of replacement equipment, Thermoplastic Machine and Air Compressor in the FY 2018-19 Public Works Department's Fleet Maintenance budget. Staff is also requesting an additional piece of equipment, a Backhoe, be included as it has reached its life before the next Fiscal Year. The lease payments are \$57,890.28 per year, including both principal and interest associated with this lease for a total cost not to exceed \$289,451.40 over 5 years. \$25,361 of new additional funds are being requested from the Fleet Fund (Fund 611) for the Backhoe. The first payment for the Lease Agreement is not scheduled until Fiscal Year 2019-20.

RECOMMENDATION

City Council adopt the attached Resolution thereby approving a lease agreement between Holman Capital and the City; and authorize the Finance Director to execute a lease purchase agreement to purchase through a financing agreement, one (1) Thermoplastic Machine, one (1) Backhoe and one (1) Air Compressor. agreement between Holman Capital and the City; and authorize the Finance Director to execute a lease financing agreement to purchase through a financing agreement, one (1) Thermoplastic Machine, one (1) Backhoe and one (1) Air Compressor.

BACKGROUND

The Public Works Department Fleet Maintenance Division is responsible for the maintenance of a fleet of 190 cars, trucks, heavy equipment and other equipment. This includes police patrol cars, sedans, motorcycles, heavy duty trucks and construction equipment and light/medium duty trucks, vans and SUV's, and other pieces of equipment (mowers, compressors, pumps, train, carousel, etc). The fleet has a replacement value of approximately \$6 million.

The Public Works Fleet Maintenance Division obtained competitive bids for all the equipment and the lowest bidder in all cases has been chosen.

The Financing Department requested bids from several financing sources. Homan Capital came in with a lowest rate at 3.8%.

SUBCOMMITTEE FINDINGS

No findings

STAFF ANALYSIS

The proposed equipment being replaced from the City's fleet is coming to the end of its useful life and was budgeted for replacement with the FY 2018-19 budget and the Backhoe was slated for replacement on the FY 2019-20 Equipment Replacement List. Public Works Staff has obtained competitive proposals for one (1) Thermoplastic Machine, one (1) Backhoe, and one (1) Air Compressor. The Thermoplastic Machine has a life of about 9 to 12 years. The Backhoe has a life of about 10 years (7,000 hours) and the Air Compressor has a life of about 8 to 10 years.

The total lease/purchase price of the equipment is \$289,451.40, \$261,367.79 for the equipment and \$28,083.61 in interest payments over the 5-year lease term. At the end of the lease/purchase, the equipment becomes property of the City.

ATTACHMENTS:

Resolution

Financing and Lease Agreement with Holman Capital

Vendor Cost Proposals

Report Prepared By:

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Approve Lease Purchase Agreement)
with Holman Capital for Public Works)
Equipment Financing)

RESOLUTION NO.
19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburgh operates a fleet of approximately 190 cars and trucks plus other equipment with an estimated value of over \$6,000,000; and,

WHEREAS, the Public Works Department is responsible for the care and maintenance of this equipment and annually replaces vehicles and equipment that have outlived their cost-effective usefulness to the City; and,

WHEREAS, it is in the best interests of the City and the citizens of Pittsburgh that the City's vehicle and equipment fleet be maintained in optimum working condition to preserve these equipment assets and provide the best and most cost-efficient service to the citizens of Pittsburgh; and,

WHEREAS, from time to time vehicles and equipment become old or worn out to the point where they are no longer able to provide optimum service to the City and/or are too costly to maintain; and,

WHEREAS, these old and worn out vehicles and equipment must routinely be replaced to provide City staff with adequate equipment to provide the best and most cost-effective services to the citizens of Pittsburgh; and,

WHEREAS, the City of Pittsburgh solicited bids for one (1) Thermoplastic machine, one (1) air compressor, and one (1) Backhoe; and,

WHEREAS, the City of Pittsburgh selected the lowest bid received for each of the above equipment; and

WHEREAS, the City of Pittsburgh solicited financing solutions for the above equipment; and

WHEREAS, Holman Capital provided the lowest financing interest rate for the equipment.

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

Section 1. Findings

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

- B. The bid for one (1) Thermoplastic machine received by the City of Pittsburg is accepted and awarded to Dispensing Technology Corporation, in the amount of \$115,369.07.
- C. The bid for one (1) Kaeser Air Compressor as received by the City of Pittsburg is accepted and awarded to Porter Rents in the amount of \$23,490.
- D. The bid for one (1) Case Backhoe as received by the City of Pittsburg is accepted and awarded to Sonsray Machinery, LLC, in the amount of \$114,493.38.
- E. The City desires to enter in a lease purchase agreement with Holman Capital for the Equipment.

Section 2. Authorization

- A. The Finance Director is hereby authorized and directed to execute the lease purchase agreement behalf of the City of Pittsburg.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of April 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



SONSRAY MACHINERY LLC
1450 Doolittle Drive • San Leandro, CA 94577
510-562-0653 • Fax: 510-633-7693
www.sonsraymachinery.com

Ship To: CITY OF PITTSBURG
ATTN: RUSS TANK
357 E. 12TH STREET
PITTSBURG, CA 94565

Invoice To: CITY OF PITTSBURG
ACCOUNTS PAYABLE
65 CIVIC AVENUE
PITTSBURG CA 94565

Attention: RUSS TANK

Branch 12 12 - SAN LEANDRO		
Date 01/22/2019	Time 16:18:48 (O)	Page 1
Account No PITTS001	Phone No 9252524952	Quote No Q01685-12
Ship Via DEALER TRUCK	Purchase Order 004213	
Tax ID No		
James Rydman		Salesperson 359

EQUIPMENT QUOTE / SALES ORDER

Description ** Q U O T E ** EXPIRY DATE: 02/28/2020 Amount

NEW 2019 CASE MODEL 580SN 4WD TRACTOR LOADER BACKHOE 104930.00

ENGINE: FPT F5BFL413B TIER 4 FINAL EMISSIONS CERTIFIED
TRANS: 4F-4R POWER SHUTTLE SYNCHROMESH, MANUAL SHIFT
*12X16.5 10PR LUG TREAD FRONT & 19.5LX24 10PR REAR TIRES
*DELUXE ROPS 2 DOOR CAB WITH HEAT & A/C, DELUXE INTERIOR,
VISCOS FAN, AND 72 dba SOUND LEVEL
*AM/FM/BLEETOOTH RADIO
*COMFORT STEER
*DELUXE CLOTH AIR SUSPENSION SEAT WITH RETRACTABLE 3" BELT
*EXTENDAHOE (EHOE) W/ PILOT CONTROLS & POWER LIFT PACKAGE
*HEAVY FRONT COUNTERWEIGHT FOR EXTENDAHOE (EHOE)
*REAR FLIP OVER STABILIZERS COMBO, FOR STREET & DIRT
*82" 4-1 LOADER BUCKET W/BOLT ON CUTTING EDGE
*AUTO RIDE CONTROL, TOOL BOX, & GRIPPER TEETH EXTENSION
*DUAL BATTERIES/GRID HEATER & BATTERY DISCONNECT/JUMP
START
*4WD DRIVE SHAFT GUARD & LOCKING DEF/FUEL COVER
*ENGINE ECO MODE AND AUTO PROTECTION SHUT DOWN
*COMBO DIRECT, DUAL DIRECTION, ONE WAY TWO WAY AUX. HYDS.
COUPLER, HYDRAULIC PIN & RELEASE WITH 24" HD N SERIES
BUCKET

*INCLUDES 12 MONTHS UNLIMITED HOUR FULL MACHINE FACTORY
WARRANTY, PLUS ADDITIONAL 24 MONTHS OR 3000 HOURS PREMIER
PROTECTION PLAN.
*INCLUDES CASE SITEWATCH 3YR ADVANCED
SUBSCRIPTION (TELEMATICS)

Miscellaneous Charges/Credits

=====

DOCUMENT FEES	Qty: 1	Price: 375.00	375.00
CA TIRE FEE	4	1.75	7.00

NOTICE TO PURCHASER

1. Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.
2. You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.
3. Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____

Warranty on Equipment

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

☐

NEW FACTORY PRODUCT WARRANTY or PURCHASED warranty, if qualified, is for the period offered by the product manufacturer. WARRANTIES PROVIDED BY THE SELLER ON NEW PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

☐

NEW - Other Manufactures warranty

☐

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATION OR WARRANTIES, unless otherwise specified under SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

ADDITIONAL TERMS AND CONDITIONS

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

Disclosure of Regulation Applicability:

When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Purchaser's Initials: _____



SONSRAY MACHINERY LLC
1450 Doolittle Drive • San Leandro, CA 94577
510-562-0653 • Fax: 510-633-7693
www.sonsraymachinery.com

Ship To: CITY OF PITTSBURG
ATTN: RUSS TANK
357 E. 12TH STREET
PITTSBURG, CA 94565

Invoice To: CITY OF PITTSBURG
ACCOUNTS PAYABLE
65 CIVIC AVENUE
PITTSBURG CA 94565

Attention: RUSS TANK

Branch 12		
12 - SAN LEANDRO		
Date	Time	Page
01/22/2019	16:18:48 (O)	2
Account No	Phone No	Quote No
PITTS001	9252524952	Q01685-12
Ship Via	Purchase Order	
DEALER TRUCK	004213	
Tax ID No		
James Rydman		Salesperson 359

EQUIPMENT QUOTE / SALES ORDER

Description ** Q U O T E ** EXPIRY DATE: 02/28/2020 Amount

Subtotal: 105312.00
CA STATE 7.25%: 7607.43
CONTRA COSTA CO 1.0%: 1049.30
PITTSBURG CA 0.50%: 524.65
Quote Total: 114493.38

Authorization: _____
THANK YOU FOR CHOOSING SONSRAY MACHINERY!!!

NOTICE TO PURCHASER

1. Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.
2. You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.
3. Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____

Warranty on Equipment

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

☐

NEW FACTORY PRODUCT WARRANTY or PURCHASED warranty, if qualified, is for the period offered by the product manufacturer. WARRANTIES PROVIDED BY THE SELLER ON NEW PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

☐

NEW - Other Manufactures warranty

☐

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATION OR WARRANTIES, unless otherwise specified UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

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4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

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When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Purchaser's Initials: _____

SUBJECT TO AND MADE A PART OF THAT CERTAIN PROPOSAL DATED MARCH 1, 2019

LESSEE: CITY OF PITTSBURG
LESSOR: HOLMAN CAPITAL CORPORATION
COMMENCEMENT: 27-Mar-2019
TERM: 5 YEARS
1ST PAYMENT DUE: 27-Sep-2019
RATE: 3.8000%

Payment No.	Date	Payment	Interest	Principal	Purchase Option
0	3/27/2019				
1	9/27/2019	\$ 28,945.14	\$ 4,965.99	\$ 23,979.15	\$ 244,510.30
2	3/27/2020	\$ 28,945.14	\$ 4,510.38	\$ 24,434.76	\$ 219,342.50
3	9/27/2020	\$ 28,945.14	\$ 4,046.12	\$ 24,899.02	\$ 193,696.51
4	3/27/2021	\$ 28,945.14	\$ 3,573.04	\$ 25,372.10	\$ 167,563.24
5	9/27/2021	\$ 28,945.14	\$ 3,090.97	\$ 25,854.17	\$ 140,933.45
6	3/27/2022	\$ 28,945.14	\$ 2,599.74	\$ 26,345.40	\$ 113,797.69
7	9/27/2022	\$ 28,945.14	\$ 2,099.18	\$ 26,845.96	\$ 86,146.35
8	3/27/2023	\$ 28,945.14	\$ 1,589.11	\$ 27,356.03	\$ 57,969.64
9	9/27/2023	\$ 28,945.14	\$ 1,069.34	\$ 27,875.80	\$ 29,257.56
10	3/27/2024	\$ 28,945.14	\$ 539.74	\$ 28,405.40	\$ -
Grand Totals		\$ 289,451.40	\$ 28,083.61	\$ 261,367.79	



Dispensing Technology Corporation

5500 Adolfo Road

Camarillo, CA 93012

Phone # 805-388-5575

Fax # 805-388-5560

sales@dispensingtech.com

Quote

Date	Quote #
12/18/2018	9970

Name / Address
CITY OF PITTSBURG BRYAN BALLARDO 65 CIVIC AVENUE PITTSBURG, CA 94565 USA

Ship To
CITY OF PITTSBURG BRIAN BALLARDO 359 E 12TH ST PITTSBURG, CA 94565 USA

P.O. No.	Terms	Due Date	FOB	Rep	Account #
	Net 10	1/31/2019	CAMARILLO, CA	DTC	C00975
Item	Description	Qty	U/M	Cost	Total
TXTP1500DHP...	PREMELTER TRAIER PACKAGE W/ CALIFORNIA COMPLIANT ENGINE, INCLUDES: DUAL 1500LB PREMELTER, 14,000 GAWR TRAILER, TOMMY LIFT, 1EA CH265M W/ THERMOSTAT SYSTEM, 1EA 4" OR 6" DIE	1	ea	82,523.19	82,523.19T
FRTOUT	FREIGHT OUTBOUND	3,800	ea	1.00	3,800.00
TXCH265M-06	THERMOPLASTIC APPLICATOR, WITH 6" EXTRUSION DIE W/O THERMOSTAT	1	ea	10,703.00	10,703.00T
TXCH220MOP...	THERMOSTAT CONTROL, OPTION(INCLUDES TEMP. GAUGE)THERMOPLASTIC/BITUMIN	1	ea	1,321.06	1,321.06T
TXCH220MOP...	DIE, 8" STEEL EXTRUSION	1	ea	2,250.69	2,250.69T
TXCH200MOP...	DIE, 12" STEEL EXTRUSION	1	ea	2,593.18	2,593.18T
TXCH220MOP...	DIE, DOUBLE 4" X 3" X 4" STEEL EXTRUSION	1	ea	3,675.00	3,675.00T
	CONTRA COSTA COUNTY SALES TAX			8.25%	8,502.95

All Prices Are Subject To Change Without Notice

Total \$115,369.07



Friday, March 01, 2019

Brad Farmer
Finance Director
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

VIA E-MAIL

RE: Proposal for Lease Purchase Financing

Brad:

Holman Capital Corporation ("HCC") is pleased to present to the City of Pittsburg its proposal for equipment financing. The terms and conditions of our proposal are outlined as below:

FINANCING AMOUNT	INTEREST RATE	TERM	FIRST PAYMENT DUE	PERIODIC PAYMENTS	PAYMENTS	TOTAL PAYMENTS
\$ 261,367.79	3.80%	5 Years	180 Days	10	\$ 28,945.14	\$ 289,451.40

LESSEE:

City of Pittsburg. Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").

LESSOR:

Holman Capital Corporation, or its Assignee

TYPE OF FINANCING:

Master Lease Agreement. Said Agreement shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance, and taxes. The Agreement shall be based on the annual appropriation of funds.

BANK QUALIFICATION:

Lessee reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year **2019 will not** exceed ten million (\$10,000,000.00) dollars.

PURCHASE OPTION:

The purchase option can be exercised on any scheduled payment date. The current payment and purchase option are due should the Lessee decide to exercise the option.

HOLMAN CAPITAL CORPORATION
LEASE PURCHASE FINANCING PROPOSAL
PAGE 2 OF 4

USE OF PROCEEDS:

Various equipment. See table below:

Description	Total Cost	% of Total
Thermoplastic Machine	\$ 115,884.41	44.34%
Backhoe	\$ 114,493.38	43.81%
Compressor	\$ 23,490.00	8.99%
Total Equipment Cost	\$ 253,867.79	97.13%
(+) HCC Documentation Fee	\$ 7,500.00	2.87%
Net Financing Amount	\$ 261,367.79	100.00%

ESCROW FUNDING:

HCC has assumed funding of an escrow account for this transaction on or about **March 27, 2019**. The Equipment Acquisition Fund will be used to pay equipment vendors/contractors and any escrow expenses.

Escrow Agent will be selected by Lessee subject to HCC's credit approval. HCC to review and approve escrow disbursements prior to Escrow Agent disbursing of funds. It is assumed that all interest earnings will accrue for benefit of Lessee. This proposal also does not take into consideration the application of any interest earnings from the escrow fund of the account.

ESCROW DISBURSEMENTS:

HCC will request the following information from the Lessee to authorize disbursement of funds to vendors and or the Lessee from the escrow account:

- Executed Disbursement Request Form
- Executed Acceptance Certificate
- Copies of Vendor Invoices;
- Proof of Payment (required if Lessee is requesting a reimbursement)
- Proof of Insurance (both Liability and Property and Casualty Coverage)
- For vehicles, a copy of the Title Application listing Holman Capital Corporation, or its assignee as a lien holder; and
- For vehicles, a copy of the MSO or Manufacturer's Statement of Origin.

REIMBURSEMENT:

If Lessee intends to be reimbursed for any equipment cost associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under the Treasury Regulation Section 1.150.2.

INSURANCE:

The Lessee shall furnish confirmation of all risk physical damage insurance coverage for the full

cost of the property plus one million (\$1,000,000.00) dollars combined single limit property damage and bodily injury insurance covering the property. HCC shall be named as loss payee and additional insured on such coverage.

AUTHORIZED SIGNORS:

The Lessee's governing board shall provide HCC with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION:

The Lessee's counsel shall furnish HCC with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to HCC.

LEGAL TITLE:

Title to the equipment will be in the name of Lessee. Lessor will be granted a security interest or lien on all collateral being financed.

DOCUMENTATION:

Utilize standard HCC lease agreement that will cover all facets of the transaction. A copy of the sample master lease agreement will be forwarded to the Lessee upon acceptance of the proposal. The Lessee will be responsible for a \$7,500.00 documentation fee that has been included in the financing amount.

RATE LOCK EXPIRATION:

If funding does not take place by **March 27, 2019**, the Lease Rate and Lease Payment Amounts will be adjusted to market conditions three (3) days prior to funding. Once set, the Lease Rate will remain fixed for the Lease Term.

FINANCIAL STATEMENTS:

Lessee shall provide to Lessor three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

This proposal is subject to final credit approval by the Credit/Investment Committee of Holman Capital Corporation and approval of the lease documents in Holman Capital Corporation's sole discretion. To render a credit decision, Lessee shall provide HCC with the information requested above. Upon receipt of the signed proposal, we will endeavor to provide you with a timely commitment.

It is a pleasure to offer this proposal to you and we look forward to your favorable acknowledgment.

Sincerely,

A handwritten signature in cursive script, reading "Frank J. Gill IV". The signature is written in dark ink and is positioned above the printed name and title.

Frank J. Gill IV
Vice President

AGREED TO AND ACCEPTED BY:

Name: _____

Title: _____

Date: _____



8136 Enterprise Drive
Newark, CA. 94560
510-713-7368

Date of Quote: 1/23/2019
Quote by: Vernolt Brown
Quote to: City of Pittsburg

Kaeser M 58

Price: \$19,945
Tax: \$1,745
Freight: \$1,800
Total: \$23,490

Description: 210 cfm

Hours: NEW

Serial: TBD



Detailed Information

Kubota Tier 4 Final Diesel Engine
Easy access with gullwing doors
Easy to operate Sigma Control Smart electronic controller
Two 3/4 Chicago style fittings
and 1"NPT connection port
Energy saving Sigma Profile™ airend
Extra Large capacity fuel tank provides up to 10 full hours of operation
Standard heavy duty bumpers and lighting kit

Accepted By: _____ Date: _____ Quoted By: _____ Date: _____



INDEX TO LEGAL DOCUMENTS
BANK-QUALIFIED, APPROPRIATION-BASED, ESCROW FUNDED
TAX-EXEMPT EQUIPMENT LEASE-PURCHASE AGREEMENT

DATED APRIL 24, 2019 BY AND BETWEEN
HOLMAN CAPITAL CORPORATION
AND
CITY OF PITTSBURG

Lease Documents:

Tab 1:	Equipment Lease-Purchase Agreement;
Tab 2:	Exhibit A – Equipment Schedule;
Tab 3:	Exhibit B – Notice and Acknowledgment of Assignment;
Tab 4:	Exhibit C-1 – Insurance Coverage Request;
Tab 5:	Exhibit C-2 – Self-Insurance Rider (if applicable);
Tab 6:	Exhibit D – Essential Use Certificate;
Tab 7:	Exhibit E – Incumbency Certificate;
Tab 8:	Exhibit F – Opinion of Lessee’s Counsel;
Tab 9:	Exhibit G – Bank Qualified Certificate;
Tab 10:	Exhibit H – Post Issuance Tax Compliance Procedures
Tab 11:	Exhibit I – Escrow Agreement;
Tab 12:	Resolution of Lessee;
Tab 13:	UCC-1 Financing Statement with attached Schedule A (prepared and filed by Investor);
Tab 14:	Form 8038-G;
Tab 15:	Closing Memorandum/Payment Proceeds Direction; and
Tab 16:	Vendor Contract & Payment Bond, if and as applicable

Assignment Documents (Lessor and Investor Only):

Tab 17:	Assignment Agreement with Schedule A thereto.
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HOLMAN CAPITAL CORPORATION
EQUIPMENT LEASE-PURCHASE AGREEMENT

EQUIPMENT LEASE-PURCHASE AGREEMENT

1. **Agreement.** Subject to the terms and conditions contained in this Equipment Lease-Purchase Agreement dated April 24, 2019 (this "Lease Agreement"), HOLMAN CAPITAL CORPORATION, as lessor ("Lessor"), whose mailing address is 25201 Paseo de Alicia, Suite 290, Laguna Hills, CA 92653, hereby purchases from and agrees to sell, transfer and lease back to the CITY OF PITTSBURG, as lessee ("Lessee"), whose mailing address is 65 Civic Avenue, Pittsburg, CA 94565, and Lessee hereby sells to and agrees to acquire, purchase and lease back from Lessor, the items of personal property (together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it, hereinafter referred to collectively as the "Equipment") described in Exhibit A attached hereto.

2. **Term.** The term of this Lease Agreement (the "Lease Term") begins as of the Commencement Date stated in Exhibit A and shall continue so long as any amounts remain unpaid hereunder. The Lease Term will terminate upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment pursuant to Paragraph 10, (b) Lessor's election to terminate this Lease Agreement pursuant to Paragraph 16, (c) Lessee's option to terminate this Lease Agreement pursuant to the second paragraph of Section 3, and (d) the payment by Lessee of all sums required to be paid by Lessee hereunder.

2.5. **Escrow Agreement.** On the Commencement Date, Lessor and Lessee shall enter into an escrow agreement (an "Escrow Agreement") dated the Commencement Date, between Lessor, Lessee, and Santa Cruz County Bank, as escrow agent, relating to the escrow fund (an "Escrow Fund") created thereunder. On the Commencement Date, Lessor shall deposit: \$261,367.79 into the Escrow Fund to be held in escrow and applied upon the express terms and conditions of the Escrow Agreement; for the acquisition of the equipment which shall be disbursed as provided for in the Closing Memorandum and/or Escrow Agreement, each of even date herewith.

3. **Rental Payments.** Lessee agrees to pay the rental payments hereunder for the Lease Term in the amounts and on the dates identified in Exhibit A. Payment of all rental payments and other amounts payable hereunder shall be made to Lessor at its above-stated address or as it shall otherwise designate in writing. As set forth in Exhibit A, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal.

Notwithstanding any provision to the contrary in this Lease Agreement, Lessee may terminate this Lease Agreement at the end of any fiscal year of Lessee as identified in Exhibit A (a "Fiscal Year") if sufficient funds are not appropriated by Lessee's governing body to pay rental payments and other amounts due hereunder during the next succeeding Fiscal Year (an "Event of Nonappropriation"). Lessee hereby agrees to notify Lessor at least 30 days prior to the last day of its then current Fiscal Year of the occurrence of an Event of Nonappropriation or, if nonappropriation has not occurred by that date, promptly upon the occurrence of an Event of Nonappropriation.

Lessee represents and warrants that: (a) it has made sufficient appropriations or has other legally available funds to pay all rental payments hereunder due during the first Fiscal Year hereunder; (b) the officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain appropriated funds for the payment of rental payments and other amounts required to be paid hereunder in each next succeeding Fiscal Year for the Lease Term; and (c) Lessee acknowledges that Lessor has relied upon these representations as an inducement to enter into this Lease Agreement. If an Event of Nonappropriation hereunder shall occur, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the corresponding Equipment to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Paragraph 7 of this Lease Agreement, on or before the effective date of termination.

Lessee's obligation to pay rental payments and any additional amounts payable hereunder constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement.

4. **Essentiality.** Subject to Paragraph 3 of this Lease Agreement, Lessee's present intention is to make rental payments for the Lease Term as long as it has sufficient appropriations or other legally available funds. Lessee represents that, with respect hereto, (a) the use and operation of the Equipment is essential to its proper, efficient, and economic governmental operation and (b) the functions performed by the Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last rental payment scheduled to be paid hereunder. On the Commencement Date, Lessee shall complete and provide Lessor a certificate in the form of Exhibit D.

5. **Disclaimer of Warranties.** LESSEE REPRESENTS THAT IT HAS SELECTED THE EQUIPMENT PRIOR TO HAVING REQUESTED LESSOR TO FINANCE THE SAME. LESSEE AGREES THAT LESSOR HAS NOT MADE ANY, AND MAKES NO, REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP AND/OR ITS QUALITY. AS BETWEEN LESSEE AND LESSOR, LESSEE LEASES, PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS." Lessor hereby assigns to Lessee, to the extent that it may lawfully do so, so long as no Event of Default and no Event of Nonappropriation shall have occurred and be continuing hereunder, all rights and benefits that Lessor may have under any warranty, guaranty or the like that may be made with respect to the Equipment by the manufacturer, seller and/or supplier (collectively, the "Vendor") thereof. Lessor shall not be liable to Lessee or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Lessor makes no warranty as to the treatment of this Lease Agreement for tax or accounting purposes or as to the compliance of the Equipment with applicable government regulations or requirements. Lessee agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor hereunder shall not in any manner be affected thereby, including (without limitation) Lessee's obligations to pay Lessor all rental payments and other amounts payable hereunder. Lessee has selected both the Equipment and the Vendor and acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or the Vendor. Lessor has no obligation to install, erect, test, adjust, service or maintain the Equipment.

6. **Delivery and Acceptance; Quiet Enjoyment.** Lessee shall accept the Equipment for which disbursement is requested from the Escrow Fund upon its delivery and authorizes Lessor to insert on Exhibit A the serial numbers and any additional description of the items of Equipment so delivered. As evidence of that acceptance, Lessee shall execute and deliver to Lessor a Certificate of Acceptance in the form attached as Exhibit A to the Escrow Agreement. Regardless of whether Lessee has furnished a Certificate of Acceptance pursuant to this Paragraph 6, by making a rental payment after its receipt of the Equipment, Lessee shall be deemed to have accepted the Equipment on the date of such rental payment for purposes hereof. During the Lease Term, Lessee shall be entitled to quiet enjoyment of the Equipment, subject to the terms of this Lease Agreement.

7. **Use of Equipment; Maintenance and Repairs.** Lessee shall keep the Equipment within the State at the "Equipment Location" stated in Exhibit A and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment in a careful manner and

shall at all times, at its sole expense, keep the Equipment in good operating condition, repair and appearance and comply with all laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance. Lessee shall not make any alterations, additions, or improvements to the Equipment that are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

8. Security Interest; Title to Equipment. (a) The provisions of this Section 8(a) apply generally to all Equipment, regardless of the type, and the Escrow Fund (if any/applicable): To secure the performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first priority and perfected lien and security interest on the Equipment delivered hereunder and on any attachments, proceeds therefrom. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, financing statements, landlord-tenant or mortgagee waivers, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of Lessor's rights hereunder. As further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time in the Escrow Fund and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment.

(b) Solely with respect to Equipment that is *not* comprised of vehicles and during the Lease Term, ownership and legal title of all of the Equipment and all substitutions, repairs, modifications, and replacements shall be in Lessee, and Lessee shall take all necessary action to vest such ownership and title in Lessee. Lessor does not own the Equipment, and, by this Lease Agreement, Lessor is merely financing the acquisition of the Equipment for the Lessee. Lessor has not been in the chain of title, does not operate, control or have possession or control over the Equipment, or Lessee's use, maintenance, operation, storage, or maintenance of the Equipment. Lessee is entitled to use and possession of the Equipment, subject to the rights of Lessor hereunder (including its interest in the Equipment as the lessor hereunder). If Lessor terminates this Lease Agreement pursuant to Paragraph 16 hereof or an Event of Nonappropriation occurs hereunder, all rights, title, and interests in the Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

(c) Solely with respect to Equipment consisting of vehicles, the provisions of this Section 8(c) shall apply: Lessee agrees to either: (i) cause the original registration of such titled equipment or vehicles to list Lessee as owner and Lessor or its assignee as first priority lienholder with respect to the Equipment, or (ii), if the Equipment is titled in California, endorse the certificate of ownership showing Lessor or its assignee as "legal owner" (as defined by Section 6301 of the California Vehicle Code). Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, MSOs/Certificates of Origin, Title Applications, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of Lessor's rights hereunder. During the Lease Term, Lessee shall either: (i) hold legal title to the Equipment as the owner, or (ii), for Equipment titled in California, be the "owner" (as defined in Section 460 of the California Vehicle Code) of the Equipment entitled to use and possession of the Equipment, subject to the rights of Lessor hereunder, which is the first position lienholder and, with respect to Equipment titled in California, the "legal owner" (as defined in Section 370 of the California Vehicle Code) of the Equipment. If Lessor terminates this Lease Agreement pursuant to Paragraph 16 hereof or an

Event of Nonappropriation occurs hereunder, all rights, title, and interests in the Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee.

As further security therefor, Lessee hereby agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code with respect to any and all Equipment hereunder.

9. Personal Property. The Equipment shall be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee covenants that, unless Lessee owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease. At Lessor's request, Lessee shall provide Lessor with a waiver from each landlord and/or mortgagee of the premises in which the Equipment is to be located of any rights that such landlord and/or mortgagee may have in respect of any of the Equipment.

10. Purchase of Equipment by Lessee; Prepayment. At the option of Lessee, and provided that no Event of Default has occurred and is continuing hereunder, Lessor's interest in all, but not less than all, of the Equipment will be transferred, conveyed and assigned to Lessee, and this Lease Agreement shall terminate: (a) upon payment in full of the rental payments and all other payments then due hereunder or (b) on any rental payment date hereunder, provided Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment pursuant to this provision, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "Concluding Payment") shown for such rental payment date in the rental payment schedule in Exhibit A. Lessee shall not have the option to purchase the Equipment hereunder as provided in the foregoing clause (b) on any rental payment date hereunder for which a Concluding Payment is not stated in the rental payment schedule.

11. Risk of Loss. Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Lease Term and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation hereunder because of any such occurrence. If (a) the Equipment or any portion thereof hereunder is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof hereunder is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction, either complete the work or pay the then applicable Concluding Payment in full and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

12. Insurance. (a) Insurance Policies. If Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total rental payments for the Lease Term, and (b) the full replacement cost of the Equipment without consideration for depreciation. Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by the owners of like property, with companies satisfactory to Lessor. Each policy shall provide that, as to the interest or coverage of Lessor or Lessor's assignee, the insurance afforded thereby shall not be suspended, forfeited or in any manner prejudiced by any default or by any breach of warranty, condition or covenant on the part of Lessee. If Lessee shall fail to provide any such insurance required hereunder or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or certificates thereof to Lessor, then Lessor, at its option, shall have

the right to procure such insurance and to add the full cost thereof to the rental payment next becoming due, which Lessee agrees to pay as additional rent. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Lessee shall pay the premiums for such insurance and deliver to Lessor a certification in the form of Exhibit C-1 and satisfactory evidence of the insurance coverage required hereunder. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

(b) Self-Insurance. If Lessee is self-insured with respect to equipment such as the Equipment under an actuarially sound self-insurance program that is acceptable to and approved by Lessor, Lessee shall maintain during the Lease Term such actuarially sound self-insurance program and shall provide Lessor a certification in the form of Exhibit C-2 together with evidence of the self-insurance program in form and substance satisfactory to Lessor.

13. Fees; Taxes and Other Governmental Charges; Liens. Lessee covenants and agrees at all times to keep the Equipment free and clear of all levies, liens (other than those created hereunder) and encumbrances, and to pay all charges, taxes and fees (including any recording or stamp fees or taxes) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment and shall give Lessor immediate written notice of any of the foregoing. If any of same shall remain unpaid when due, Lessor may pay same and add such payment to the rental payment next becoming due, as additional rent. Lessee shall execute and deliver to Lessor upon Lessor's request such further instruments and documents containing such other assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder or to otherwise effectuate the intent of this Lease Agreement.

14. Indemnification. To the extent authorized by law, Lessee shall indemnify and save Lessor, its officers, employees, agents, servants, successors and assigns, harmless from any and all liabilities (including, without limitation, negligence, tort and strict liability), damages, expenses, claims, actions, proceedings, judgments, settlements, losses, liens and obligations, including (without limitation) attorneys' fees and costs ("Claims"), arising out of the ordering, purchase, delivery, rejection, non-delivery, ownership, selection, possession, operation, control, use, condition, maintenance, transportation, storage, repair, return or other disposition of the Equipment, any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations and any claims of patent, trademark or copyright infringement or, if Lessee shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by Lessee, including (without limitation) claims for injury to or death of persons and for damage to property. The indemnities, assumption of liabilities and obligations herein provided shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the expiration, termination or cancellation of this Lease Agreement for any reason whatsoever. However, Lessee shall not be obligated to indemnify Lessor from Claims arising from the actual, proven, direct and proximate negligence or willful misconduct of Lessor.

15. Assignment; Subleasing. LESSEE SHALL NOT ASSIGN, PLEDGE, MORTGAGE, SUBLET OR OTHERWISE TRANSFER OR ENCUMBER ANY OF ITS RIGHTS UNDER THIS LEASE AGREEMENT, THE ESCROW AGREEMENT (INCLUDING THE ESCROW FUND CREATED THEREUNDER) OR IN THE EQUIPMENT OR ANY PART THEREOF, NOR PERMIT ITS USE BY ANYONE OTHER THAN LESSEE AND ITS REGULAR EMPLOYEES, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. ANY SUCH PURPORTED TRANSFER, ASSIGNMENT OR OTHER ACTION WITHOUT LESSOR'S PRIOR WRITTEN CONSENT SHALL BE VOID.

Lessor may, at any time and from time to time, assign, transfer or otherwise convey all or any part of its interest in the Equipment, this Lease Agreement, and the Escrow Agreement (including the Escrow

Fund created thereunder), including, but not limited to, Lessor's rights to receive the rental payments hereunder or any part thereof (in which event Lessee agrees to make all rental payments thereafter to the assignee designated by Lessor) without the necessity of obtaining Lessee's consent, *provided, however*, Lessor will deliver to Lessee prior written notice of an assignment. No such assignment, transfer or conveyance shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee. During the term of this Lease Agreement, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect hereto in form necessary to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees (unless otherwise stated), if so requested, to acknowledge any such assignment in writing within 15 days after request therefor in the form attached as Exhibit B hereto. Lessee further agrees that any moneys or other property received by Lessor as a result of any such assignment, transfer or conveyance shall not inure to Lessee's benefit.

16. Events of Default; Remedies. Each of the following events constitutes an "Event of Default" hereunder: (a) Lessee fails to pay in full the rental payment due hereunder on any date upon which such rental payment is due; (b) Lessee fails to comply with any other agreement or covenant of Lessee hereunder for a period of 30 days following receipt of written notice of violation of such agreement or covenant and demand that such violation be remedied; (c) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar officer is appointed for Lessee or any of its property; (d) any warranty, representation or statement made in writing by or on behalf of Lessee in connection herewith is found to be incorrect or misleading in any material respect on the date made; (e) actual or attempted sale, lease or encumbrance of any of the Equipment or the making of any levy, seizure or attachment thereof or thereon; or (f) Lessee defaults in its obligations under any other agreement for borrowing money, lease financing of property, or otherwise receiving credit and the obligee thereunder (or trustee on its behalf) is permitted to exercise any remedies under the agreement.

Immediately upon the occurrence of an Event of Default hereunder, Lessor may terminate this Lease Agreement or Lessee's rights hereunder and in any such event repossess the Equipment, which Lessee hereby agrees, at its expense, to surrender promptly to Lessor at such location in the continental United States as Lessor shall direct. Such right of repossession and other rights as specifically provided in this Paragraph 16 shall constitute the sole remedies for Lessee's failure to make payments or otherwise perform its obligations when required hereunder. If Lessor is entitled to repossess the Equipment under any provision of this Lease Agreement, Lessee shall permit Lessor or its agents to enter the premises where the Equipment is then located. In the event of any such repossession, Lessee shall execute and deliver such documents as may reasonably be required to restore title to and possession of the Equipment to Lessor, free and clear of all liens and security interests to which the Equipment may have become subject. Upon repossession, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee, Lessee agrees, at its option, to (a) repair and restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) or (b) pay to Lessor the reasonable costs of such repair and restoration. If Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Nonappropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total rental payments that would have been paid during the Lease Term plus any other amounts then due hereunder, Lessor shall immediately pay the amount of any such excess to Lessee.

If Lessor terminates this Lease Agreement under this Paragraph 16 or an Event of Nonappropriation occurs hereunder and in either case Lessee continues to use the Equipment or if Lessee otherwise refuses to pay rental payments hereunder due during a Fiscal Year for which Lessee's governing body has appropriated sufficient legally available funds to pay such rental payments due hereunder, Lessor (i) may declare the rental payments due and owing for the Fiscal Year for which such appropriations have been made to be immediately due and payable, (ii) shall be entitled to bring such action at law or in equity to recover money and other damages attributable to such holdover period for the Equipment, and (iii) will be entitled to recover interest on all such amounts at the Default Rate.

Lessor shall also be entitled to exercise any or all remedies available to a secured party under the applicable Uniform Commercial Code and all other rights and remedies that Lessor may have at law or in equity. All rights and remedies of Lessor shall be cumulative and not alternative. Lessor's failure to exercise or delay in exercising any right or remedy shall not be construed as a waiver thereof, nor shall a waiver on one occasion be construed to bar the exercise of any right or remedy on a future occasion. Lessee agrees to reimburse Lessor for any expenses (including attorney's fees) reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor, but only from legally available funds.

17. Late Payments. Whenever any rental payment or other amount payable to Lessor by Lessee hereunder is not paid within ten (10) days after such due date, Lessee agrees to pay Lessor a late charge on the delinquent amount at the "Default Rate," which is one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less. Such amount(s) shall be payable solely from legally available funds in addition to all amounts payable by Lessee as a result of the exercise of any of the remedies herein provided.

18. Rental Payments to Be Unconditional. Except as expressly set forth in this Lease Agreement (including Paragraph 3), Lessee agrees that as of the Commencement Date, Lessee's obligations hereunder are absolute and unconditional and shall continue without set-off, deduction, counterclaim, abatement, recoupment, or reduction and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery or failure of the Equipment to operate properly.

19. Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of rental payments hereunder to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest component of rental payments hereunder to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee agrees to (a) execute and deliver to Lessor, upon Lessor's request, a tax certificate and agreement in form and content acceptable to Lessor and Lessee, relating to the establishment and maintenance of the excludability from gross income of the interest component of rental payments hereunder for federal income tax purposes; (b) complete and file in a timely manner an information reporting return as required by the Code; and (c) rebate an amount equal to excess earnings on the Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Lessee represents that neither Lessee nor any agency or unit of Lessee has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment. Lessee has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly rental payments hereunder. Lessor and Lessee certify that, so long as any rental payments hereunder remain unpaid, moneys on deposit in the Escrow Fund will not be used in a manner that will cause this Lease Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code.

If Lessee breaches the covenants contained in this Paragraph 19, the interest component of rental payments hereunder may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, Lessee agrees to pay promptly after any such determination of taxability and on each rental payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

It is Lessor's and Lessee's intention that this Lease Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment hereunder for federal income tax purposes.

20. Lessee Representations and Warranties. Lessee hereby represents and warrants to and agrees with Lessor that:

(a) Lessee is a political subdivision of the State of California, within the meaning of Section 103(c) of the Code, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Lease Agreement and the Escrow Agreement and has been duly authorized to execute and deliver this Lease Agreement and the Escrow Agreement and to carry out its obligations hereunder and thereunder. Lessee has provided to Lessor a full, true and correct copy of a resolution or other appropriate official action of Lessee's governing body specifically authorizing Lessee to execute and deliver this Lease Agreement and the Escrow Agreement and all documents contemplated hereby and thereby. Lessee has provided to Lessor a full, true, and correct copy of an Incumbency Certificate in substantially the form attached as Exhibit E hereto relating to the authority of the officers who have executed and delivered this Lease Agreement and who will execute and deliver this Lease Agreement and the Escrow Agreement and all documents in connection herewith and therewith on behalf of Lessee.

(c) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease Agreement and the Escrow Agreement, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Lease Agreement and the Escrow Agreement.

(d) Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Lessee from entering into this Lease Agreement and the Escrow Agreement, or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease Agreement or the Escrow Agreement, or any other agreement or instrument to which Lessee is a party and that is used or contemplated for use in the consummation of the transactions contemplated by this Lease Agreement or the Escrow Agreement. All authorizations, consents, and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease Agreement and the Escrow Agreement or in connection with the carrying out by Lessee of its obligations hereunder and thereunder have been obtained.

(f) The payment of the rental payments or any portion thereof hereunder is not (under the terms of this Lease Agreement) directly or indirectly (i) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (ii) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit. No portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(g) The entering into and performance of this Lease Agreement and the Escrow Agreement will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any

assets of Lessee or on the Equipment pursuant to an indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(h) Lessee's name as indicated on the first page of this Lease Agreement is its true, correct, and complete legal name.

(i) The useful life of the Equipment will not be less than the Lease Term hereof.

(j) Lessee has entered into this Lease Agreement for the purpose of purchasing, acquiring, and leasing the Equipment and not for the purpose of refinancing any outstanding obligation of Lessee more than 90 days in advance of its payment or prepayment date. The purchase price for the Equipment has been or will be paid directly by Lessor from the Escrow Fund to the Vendor, and no portion of the purchase price for the Equipment has been or will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the execution and delivery hereof.

(k) The application, statements, and credit or financial information submitted by it to Lessor are true and correct and made to induce Lessor to enter into this Lease Agreement and the Escrow Agreement.

(l) During the term of this Lease Agreement, Lessee shall (i) provide Lessor, at or prior to the end of each Fiscal Year (commencing with the current Fiscal Year), with current budgets or other proof of appropriation for the ensuing Fiscal Year and such other information relating to Lessee's ability to continue the Lease Term for the next succeeding Fiscal Year as may be reasonably requested by Lessor and (ii) furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available and in any event not later than 180 days after the close of each Fiscal Year, the audited financial statements of Lessee at the close of and for such Fiscal Year, all in reasonable detail, audited by and with the report of Lessee's auditor.

(m) On the Commencement Date, Lessee shall cause to be executed and delivered to Lessor an Opinion of Lessee's Counsel in substantially the form attached as Exhibit G hereto.

(n) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment hereunder over the amount deposited by Lessor in the Escrow Fund and interest earnings thereon.

(o) Lessee has experienced no material change in its financial condition since June 30, 2018.

(p) Lessee acknowledges that: (a) Lessor is acting solely for its own account and not as a fiduciary for Lessee or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor; (b) Lessor has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of Lessee with respect to its acquisition of the Equipment; and (c) Lessee has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to this Lease Agreement from its financial, legal and other advisors (and not Lessor) to the extent that Lessee desired to obtain such advice.

21. Execution in Counterparts; Chattel Paper. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however*, that only Counterpart No. 1 hereof shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

22. Applicable Law. This Lease Agreement shall be construed under the laws of the State of California.

23. Binding Effect; Severability; Survival. This Lease Agreement shall not become effective until accepted by Lessor at its herein-described office, and upon such acceptance shall inure to and bind the parties, their successors, legal representatives, and assigns. No provision of this Lease Agreement that may be construed as unenforceable shall in any way invalidate any other provision hereof, all of which shall remain in full force and effect.

24. Miscellaneous Provisions. Any notice to a party hereunder shall be deemed given when mailed to that party by certified mail, return receipt requested, at its address set forth herein or such other address as either may designate for itself in such notice to the other. This Lease Agreement and the Escrow Agreement constitute the entire mutual understanding of the parties regarding the subject matter hereof and thereof and may not be modified except in writing, signed by the party against whom such modification is asserted. Upon the request of Lessor, Lessee shall at any time and from time to time execute and deliver such further documents and do such further acts as Lessor may reasonably request in order fully to effect the purposes hereof and any assignment hereof. If a court with competent jurisdiction rules that the interest rate charged hereunder exceeds the maximum rate of interest allowed by applicable law, then the effective rate of interest hereunder shall be automatically reduced to the maximum lawful rate allowable under the applicable laws.

[Remainder of page intentionally left blank]

THE UNDERSIGNED HEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS AS SET FORTH IN THIS EQUIPMENT LEASE-PURCHASE AGREEMENT.

HOLMAN CAPITAL CORPORATION, Lessor

CITY OF PITTSBURG, Lessee

By: x _____
Lance S. Holman
President & CEO

By: x _____
Name: Brad Farmer
Title: Finance Director

Counterpart No. _____ of two manually executed and serially numbered counterparts. To the extent that this Lease Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A
EQUIPMENT SCHEDULE TO EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED APRIL 24, 2019

1. DESCRIPTION OF THE EQUIPMENT:

Various equipment for the City together with all accessories, attachments, and substitutions to be purchased by the City of Pittsburg listed below and financed by this Equipment Schedule dated April 24, 2019 by and between Holman Capital Corporation and the City of Pittsburg, including, without limitation, the following:

Description	Total Cost	% of Total
Thermoplastic Machine	\$ 115,884.41	44.34%
Backhoe	\$ 114,493.38	43.81%
Compressor	\$ 23,490.00	8.99%
Total Equipment Cost	\$ 253,867.79	97.13%
(+) HCC Documentation Fee	\$ 7,500.00	2.87%
Net Financing Amount	\$ 261,367.79	100.00%

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: City of Pittsburg, as more fully described on the Vendor Contract, including the Lessee's principal location at 65 Civic Avenue, Pittsburg, CA 94565.

3. RENTAL PAYMENT SCHEDULE: The rental payments shall be made for the Equipment as follows:

PAYMENT NUMBER	DATE DUE	TOTAL RENTAL PAYMENT DUE	INTEREST COMPONENT	PRINCIPAL COMPONENT	CONCLUDING PAYMENT ^o
0	04/24/2019				
1	10/24/2019	\$28,945.14	\$4,965.99	\$23,979.15	\$244,510.30
2	4/24/2020	\$28,945.14	\$4,510.38	\$24,434.76	\$219,342.50
3	10/24/2020	\$28,945.14	\$4,046.12	\$24,899.02	\$193,696.51
4	4/24/2021	\$28,945.14	\$3,573.04	\$25,372.10	\$167,563.24
5	10/24/2021	\$28,945.14	\$3,090.97	\$25,854.17	\$140,933.45
6	4/24/2022	\$28,945.14	\$2,599.74	\$26,345.40	\$113,797.69
7	10/24/2022	\$28,945.14	\$2,099.18	\$26,845.96	\$86,146.35
8	4/24/2023	\$28,945.14	\$1,589.11	\$27,356.03	\$57,969.64
9	10/24/2023	\$28,945.14	\$1,069.34	\$27,875.80	\$29,257.56
10	4/24/2024	\$28,945.14	\$539.74	\$28,405.40	\$-
Grand Totals		\$289,451.40	\$28,083.61	\$261,367.79	

^o Assumes that all rental payments and additional rentals due on and prior to that date have been paid.

4. INTEREST RATE: 3.80 %

5. COMMENCEMENT DATE: April 24, 2019

6. SCHEDULED LEASE TERM: 5 years

7. Lessee's current Fiscal Year extends from July 1, 2018.

8. The terms and provisions of the Equipment Lease-Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

9. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Equipment Lease-Purchase Agreement (particularly Paragraph 20 thereof) are true and correct as though made on the date of execution of this Schedule, and (ii) sufficient funds have

been appropriated by Lessee for the payment of all rental payments due under this Schedule during Lessee's current Fiscal Year.

[Remainder of page intentionally left blank]

CITY OF PITTSBURG,
as Lessee

HOLMAN CAPITAL CORPORATION,
as Lessor

By: _____
Name: Brad Farmer
Title: Finance Director

By: _____
Name: Lance S. Holman
Title: President & CEO

Counterpart No. _____ of two manually executed and serially numbered counterparts. To the extent that this Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

[Signature Page to Exhibit A- Equipment Schedule]

EXHIBIT B

NOTICE AND ACKNOWLEDGEMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE AGREEMENT AND ESCROW AGREEMENT

Holman Capital Corporation ("*Lessor*") and the City of Pittsburg ("*Lessee*") have entered into an Equipment Lease-Purchase Agreement and Equipment Schedule thereto both dated April 24, 2019 (the "*Lease Agreement*"), under which Lessee has, or will have prior to its execution hereof, leased equipment (the "*Equipment*") described therein.

Lessee is hereby notified that Lessor has assigned its right, title, and interest in and to the Lease Agreement, the leased Equipment, and the rental payments as permitted by the Lease Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due under the Lease Agreement to Santa Cruz County Bank, and/or its affiliates (the "Assignee"), as directed by the Assignee or a paying agent acting on behalf of Assignee, pursuant to the instructions contained in any invoice or notice.

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Lease Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to or requisition of any of the Equipment leased under the Lease Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

Lessee further acknowledges and agrees that Assignee has not assumed any of Lessor's obligations or duties under the Lease Agreement or made any warranties whatsoever as to the Lease Agreement or the Equipment. Lessee agrees that no change may be made to the Lease Agreement without the prior written consent of Assignee.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease Agreement are true and correct on the date hereof.

Date: April 24, 2019

City of Pittsburg, as Lessee

By: _____
Name: Brad Farmer
Title: Finance Director

EXHIBIT C-1

INSURANCE CERTIFICATION

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

April 24, 2019

Re: Equipment Lease-Purchase Agreement dated April 24, 2019

In connection with the above-referenced Lease Agreement, City of Pittsburg, as lessee (the "Lessee") certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Agent: Municipal Pooling Authority
Address: P.O. Box 67, Walnut Creek, CA 94596
Phone: 925-943-1100
to issue:

X *Liability Insurance.* Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$5,000,000. The policy should be endorsed to name Santa Cruz County Bank (the assignee of Holman Capital Corporation) as an additional insured.

X *Casualty Insurance.* Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Equipment Schedule in an amount not less than the greater of \$261,367.79 or the full replacement cost of the Equipment. Such insurance shall be endorsed to name Santa Cruz County Bank as a lender loss payee with respect to such Equipment.

The required insurance should also be endorsed to give Santa Cruz County Bank at least 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of Santa Cruz County Bank shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to Santa Cruz County Bank prior to and/or commensurate with the Commencement Date of the Lease.

Very truly yours,

City of Pittsburg, as Lessee

By: _____
Name: Brad Farmer
Title: Finance Director

EXHIBIT C-2

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

April 24, 2019

Re: Equipment Lease-Purchase Agreement dated April 24, 2019

In connection with the above-referenced Equipment Lease-Purchase Agreement, City of Pittsburg, as lessee (the "*Lessee*") certifies that it participates in an actuarially sound self-insurance program for property damage and public liability risks.

The following is attached (check all that apply):

- ☐ Letter from risk manager describing self-insurance program
- ☐ Other evidence of Lessee's participation in self-insurance program

Very truly yours,

CITY OF PITTSBURG, as Lessee

By: _____
Name: Brad Farmer
Title: Finance Director

EXHIBIT D – Please Complete

ESSENTIAL USE CERTIFICATE

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

April 24, 2019

Re: Equipment Lease-Purchase Agreement dated April 24, 2019

I, Brad Farmer, the Finance Director of the City of Pittsburg, as lessee (the “*Lessee*”), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Lease Agreement:

1. *What is the specific use of the Equipment?*
The Thermoplastic Machine is used to paint lines on roadways within the City.
The Backhoe is used by maintenance staff to dig up pipes or roads for repairs.
The Compressor is used to compress air that is used to operate tools for repairs.
2. *What increased capabilities will the Equipment provide?*
3. *Why is the Equipment essential to your ability to deliver governmental services?*
4. *Does the Equipment replace existing equipment? (If so, please explain why you are replacing the existing equipment).*
5. *Why did you choose this specific Equipment?*
All the equipment specifications were reviewed by staff due to make sure replacements met the need for reliability, safety and uniformity for these particular types of equipment. Each of the manufacturers and their service facilities, parts availability, etc. have proven track records.
6. *For how many years do you expect to utilize the Equipment?*

Very truly yours,

D-1

CITY OF PITTSBURG, as Lessee

By: _____
Name: Brad Farmer
Title: Finance Director

[Signature Page to Essential Use Certificate]

EXHIBIT E

INCUMBENCY CERTIFICATE

I, Alice Evenson, do hereby certify that I am the City Clerk of the City of Pittsburg, a municipal corporation, which is a duly established and validly existing as a political subdivision of the State of California under the Constitution and laws of the State of California, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the City of Pittsburg holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
 - a. Enter into that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated April 24, 2019 (the "*Lease Agreement*"), between the City of Pittsburg and Holman Capital Corporation, as lessor, and
 - b. Enter into that certain Escrow dated April 24, 2019 (the "*Escrow Agreement*"), between the City of Pittsburg, Santa Cruz County Bank, as escrow agent, and Holman Capital Corporation, as lessor, and to execute various payment and disbursement request forms,
 - c. Execute Certificates of Acceptance and other certificate, documents, and agreements relating to the Lease Agreement and/or Escrow Agreement.

NAME	TITLE	SIGNATURE
Brad Farmer	Finance Director	_____

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the City of Pittsburg, California.

April 24, 2019

Alice Evenson, City Clerk

EXHIBIT F
OPINION OF LESSEE'S COUNSEL

April 24, 2019

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

Re: Equipment Lease-Purchase Agreement and Equipment Schedule both dated April 24, 2019

Ladies and Gentlemen:

As counsel to the City of Pittsburg (the "*Lessee*"), I have examined the Equipment Lease-Purchase Agreement and Equipment Schedule both dated April 24, 2019 (collectively, the "*Lease Agreement*"), between the Lessee and Holman Capital Corporation, as lessor ("*Lessor*"), the form of the Escrow Agreement, together with the Disbursement Request Form and Certificate of Acceptance (collectively, the "*Escrow Agreement*"), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Lease Agreement and the Escrow Agreement and the investment of the lease proceeds into the Permitted Investment (as such term is defined in the Escrow Agreement). The Lease Agreement and the Escrow Agreement are herein collectively referred to as the "*Transaction Documents*." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is a municipal corporation, which is a duly established and validly existing municipal corporation under the Constitution and laws of the State of California and a political subdivision thereof under Section 103(c) of the Internal Revenue Code with full power and authority to enter into the Transaction Documents.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee. The Permitted Investment has been duly authorized by the Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Equipment (as such term is defined in the Lease Agreement) to be leased pursuant to the Lease Agreement constitutes personal property and, when subjected to use by the Lessee, will not be a fixture under applicable law.

4. The Lessee has complied with any applicable public bidding requirements in connection with the Transaction Documents and the transactions contemplated thereby. The resolution adopted by the Governing Body of the Lessee authorizing the execution and delivery of the Transaction Documents, the investment of lease proceeds into the Escrow Fund (as such term is defined in the Lease Agreement) and Permitted Investments, and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way

to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the Governing Body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease Agreement. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

Firm Name

EXHIBIT G

BANK-QUALIFIED DESIGNATION

The CITY OF PITTSBURG, as issuer, (the “*Lessee*”) under that certain Equipment-Lease Purchase Agreement (the “*Lease Agreement*”) dated as of April 24, 2019 to which this Designation is attached, hereby designates the Lease Agreement as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease Agreement) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Lease Agreement is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of the Lease Agreement and inures to the benefit of the Purchaser and its successors and/or assigns.

EXECUTED as of this April 24, 2019.

CITY OF PITTSBURG, as Lessee

By: _____
Name: Brad Farmer
Title: Finance Director

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EXHIBIT H

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

Dated: April 24, 2019

The following certificate is delivered in connection with the execution and delivery of the Equipment Lease-Purchase Agreement dated April 24, 2019 (the "Lease Agreement"), entered into between the City of Pittsburgh (the "Lessee") and Holman Capital Corporation (the "Corporation"). Capitalized terms used herein have the meanings defined in the Lease Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **\$261,367.79** (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by **Santa Cruz County Bank**, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of April 24, 2019 (the "Escrow Agreement"), by and between Lessor and Escrow Agent.

1.4. Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. The Lease is a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1. It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by April 24, 2020, but not later than October 24, 2020.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the

Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed \$10,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment. Lessee acknowledges that the provisions of Sections 2 and 4 herein are particularly applicable when the Principal Amount is funded into an Escrow Fund subject to the Escrow Agreement.

Section 6. No Private Use; No Consumer Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

6.2. In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.2, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.3. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

8.4. The Lessee's Tax Identification Number is: 94-6000395.

8.5. The Lessee has adopted, or will adopt in a reasonable period post-closing, by resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the Rental Payments under the Lease Agreement as excluded from Lessor's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the Lease Agreement to ensure compliance with such procedures

IN WITNESS WHEREOF, this Post-Issuance Tax Compliance Procedures Certificate has been executed on behalf of Lessee as of April 24, 2019.

CITY OF PITTSBURG, CALIFORNIA

By: _____
Name: Brad Farmer
Title: Finance Director

EXHIBIT I:

ESCROW AGREEMENT

LESSOR:
Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

ESCROW AGENT:
Santa Cruz County Bank
720 Front Street, Suite 220
Santa Cruz, CA 95060

LESSEE:
City of Pittsburg
67 Civic Avenue
Pittsburg, CA 94565

THIS ESCROW AGREEMENT (this "*Escrow Agreement*") is made as of April 24, 2019, between Holman Capital Corporation ("*Lessor*"), the City of Pittsburg ("*Lessee*"), and Santa Cruz County Bank (the "*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated April 24, 2019 (the "*Lease Agreement*"). The Lease Agreement contemplates that certain Equipment described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Lease Agreement.

The Lease Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$261,367.79 (the "*Deposit Amount*"), for deposit into the escrow fund (the "*Escrow Fund*"), to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit into the Escrow Fund, together with all interest and additions received with respect thereto, is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee). The Escrow Fund is to be held in Lessee's name for the benefit of Lessee and Lessor, and Lessee has granted to Lessor a first priority and perfected security interest in the Escrow Fund and any all proceeds, interest and other earnings thereon and investments therein to the Lessor by virtue of the execution of this Escrow Agreement without the need for any additional filings or financing statements.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the first, priority security interest hereby granted by Lessee to Lessor in the cash and negotiable instruments from time to time held in the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the

appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties (the “Commencement Date”), Lessor shall deposit with the Escrow Agent cash in the amount of the Deposit Amount to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Deposit Amount by Lessor with the Escrow Agent, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.
3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Cash, securities and other negotiable instruments held in the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).
4. Lessee hereby directs the Escrow Agent to invest the cash held in the Escrow Fund in the fund described in Schedule B hereto, the “Permitted Investment”, or such other investments as Escrow Agent may from time to time offer and Lessee may from time to time specify in writing, to the extent the same are at the time legal for investment of the funds being invested. Interest (if any) or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and become a part of the Escrow Fund. No investment shall be made that would cause the Lease Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.
5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:
 - a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment payments then due and payable, or reimburse Lessee for amounts that it has paid to the vendor or manufacturer of the Equipment, upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as Exhibit A hereto, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the requisition request, and (c) any additional documentation required by Lessor.
 - b. On the Commencement Date, the Escrow Agent shall pay to Holman Capital Corporation a documentation fee in the amount of \$7,500.00. The Escrow Agent will not charge fees for the ordinary services it renders in connection herewith.
 - c. If Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default or an Event of Nonappropriation by Lessee under the Lease Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund.
 - d. Upon receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the Escrow Agent shall transfer the then remaining balance of the Escrow Fund to Lessee, upon the express condition that Lessee hereby agrees to use such excess amount solely for capital expenditures as shall be approved by Lessee or, at the written direction of Lessee, for application against the interest

component of the Lessee's payment obligation under the Lease Agreement, as provided therein, unless otherwise agreed by Lessor.

6. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement that the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct, or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made pursuant to Section 4.
7. To the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities that it may incur in the exercise and performance of its powers and duties hereunder and that are not due to the Escrow Agent's negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence, willful misconduct, or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.
8. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.
9. This Escrow Agreement shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(c) or Section 5(d) hereof.
10. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt.
11. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.
12. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification, or change of terms hereof shall bind any party unless in writing signed by all parties.
13. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants, or other skilled persons.

14. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR: HOLMAN CAPITAL
CORPORATION

LESSEE: CITY OF PITTSBURG

By: _____
Lance S. Holman
President & CEO

By: _____
Brad Farmer
Finance Director

ESCROW AGENT: SANTA CRUZ COUNTY BANK

By: _____
Name: Shawn Lipman
Title: Vice President, Senior Relationship Manager

EXHIBIT A TO ESCROW AGREEMENT

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to Santa Cruz County Bank (the "*Escrow Agent*"), as escrow agent under that certain Escrow Agreement dated April 24, 2019 (the "*Escrow Agreement*"), between the City of Pittsburg ("*Lessee*"), Holman Capital Corporation ("*Lessor*"), and the Escrow Agent. Because Holman Capital Corporation has assigned all of its right, title, and interest in and to the Escrow Agreement to Santa Cruz County Bank, all references herein to "*Lessor*" shall mean Santa Cruz County Bank.

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment leased pursuant to that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated April 24, 2019 (the "*Lease Agreement*"), between Lessor and Lessee:

LOCATION	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
----------	--------------------------------------	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered to the location(s) set forth in the Lease Agreement; (ii) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of the Lease Agreement; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Lease Agreement; (vii) no Event of Default or Event of Nonappropriation, as those terms are defined in the Lease Agreement, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or an Event of Nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease Agreement during Lessee's current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, designating Lessee as legal owner and Lessor as secured party/lienholder, and evidence of filing.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all

of the Equipment subject to the Lease Agreement. By checking the foregoing box, Lessee certifies and confirms that Lessor has performed all of its obligations under the Lease Agreement.

Acceptance Date: _____

Approved:

SANTA CRUZ COUNTY BANK, as Lessor

CITY OF PITTSBURG, as Lessee

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SCHEDULE A TO ESCROW AGREEMENT:

NOTICE AND ACKNOWLEDGEMENT OF
ASSIGNMENT OF ESCROW AGREEMENT

Holman Capital Corporation ("Lessor"), City of Pittsburgh ("Lessee"), and Santa Cruz County Bank ("Escrow Agent") have entered into an Escrow Agreement dated April 24, 2019 (the "Escrow Agreement"), pursuant to which Lessor, or its Assignee (as defined below), has deposited cash into the Escrow Fund established thereunder, which funds are to be used by Lessee to acquire certain Equipment.

Escrow Agent is hereby notified that Lessor has assigned all of its right, title, and interest in and to, but not its obligations under, the Escrow Agreement to Santa Cruz County Bank ("Assignee"), including, in particular, but without limitation, Lessor's security interest in the Escrow Fund and Lessor's right to approve all payment requests submitted by Lessee.

Date: April 24, 2019

LESSOR: HOLMAN CAPITAL
CORPORATION

LESSEE: CITY OF PITTSBURG

By: _____
Lance S. Holman
President & CEO

By: _____
Brad Farmer
Finance Director

ESCROW AGENT: SANTA CRUZ COUNTY BANK

By: _____
Name: Shawn Lipman
Title: Vice President, Senior Relationship Manager

SCHEDULE B TO ESCROW AGREEMENT:

DISCLOSURE AND AUTHORIZATION FOR PERMITTED INVESTMENT
SANTA CRUZ COUNTY BANK NON-INTEREST BEARING DEMAND DEPOSIT ACCOUNT

Client: City of Pittsburgh

Lease Issuance: April 24, 2019

DISCLOSURE

The Santa Cruz County Bank Non-Interest Bearing Demand Deposit Account (the "Permitted Investment") is a non-interest bearing checking account exclusively for mutual customers of Holman Capital Corporation and Santa Cruz County Bank. The Permitted Investment is not endorsed, collateralized or guaranteed by, and does not constitute obligations of Santa Cruz County Bank or its affiliates; however, the funds held in this account are considered insured deposits by the FDIC. A copy of all accounts disclosures and/or a prospectus have been provided to the undersigned Lessee. We hereby acknowledge receipt of the foregoing.

AUTHORIZATION

With respect to the above referenced Lease Issuance of the Lessee, Santa Cruz County Bank is hereby authorized and directed to invest the Lease Proceeds in the Permitted Investment pending additional investment directions and/or distribution instructions from the Lessee and/or Lessor, subject to the express terms contained in the Escrow Agreement.

LESSEE
CITY OF PITTSBURG

By: _____ Date: _____
Name: Brad Farmer
Title: Finance Director

CLOSING MEMORANDUM

\$261,367.79 LEASE OF VARIOUS EQUIPMENT
PURSUANT TO THAT EQUIPMENT LEASE-PURCHASE AGREEMENT AND EQUIPMENT SCHEDULE
THERE TO DATED APRIL 24, 2019
BETWEEN CITY OF PITTSBURG, AS LESSEE, AND
HOLMAN CAPITAL CORPORATION, AS LESSOR

Pre-Closing: Pre-Closing will be held at the Lessee's convenience, on or before **April 23, 2019**. All documents will be executed and two (2) blue ink originals will be overnighted to Holman Capital Corporation, 25201 Paseo de Alicia, Suite 290, Laguna Hills, CA 92653 for delivery no later than 9:00 am on the morning of **April 23, 2019** and held in trust until such time as the wires and original documents are released by the Parties.

Closing: (1) By internal funds transfer and pending receipt of original, executed Lease Documents, on the morning of April 24, 2019, the Investor is authorized by Lessee to transfer via internal credit the Principal Amount of Lease to Escrow Agent, an amount equal to the Total Lease Proceeds, as defined below, pursuant to a general ledger credit to the Escrow Account as follows:

Bank Name:	Santa Cruz County Bank
Routing No:	121143736
Account No:	
Account Name:	City of Pittsburg

(2) By wire transfer and pending receipt of original, executed Lease Documents, on the morning of April 24, 2019, the Escrow Agent is authorized by Lessee to transfer via wire transfer the Issuance Costs (as defined below) to Lessor, pursuant to a general ledger credit to the Lessor as follows:

Bank Name:	Community Business Bank
ABA Number:	121144191
Account Number:	201008281
Account Name:	Holman Capital Corporation

Holman Capital Corporation will confirm disbursement of the funds to the Lessee's escrow account and then release all of the original documents held in trust to the investor and forward a copy to the Lessee. Upon confirmation by Escrow Agent of the Lease Proceeds, Lessee will wire closing costs, legal fees and other amounts to the parties in accordance with the invoices attached hereto.

Sources and Uses of Funds:

Principal Amount of Lease	\$ 261,367.79
TOTAL SOURCES	\$ 261,367.79
 Total Equipment Cost:	 \$ 253,867.79
Issuance Cost:	\$ 7,500.00
TOTAL LEASE PROCEEDS	\$ 261,367.79

Attest:

CITY OF PITTSBURG

By: _____
Name: Brad Farmer
Title: Finance Director



**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 Accept Plans and Specifications and Authorize Award of Contract 2019-09 Water Treatment Plant Raw Water Intake Line Replacement Project

MEETING DATE: April 15, 2019

EXECUTIVE SUMMARY

Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement (the "Project"), is for removal and replacement of 100 linear feet of 24-inch raw water intake line at the City's Water Treatment Plant. Adoption of this resolution will accept the plans and specifications for the Project (available on file with the City Clerk) and authorize the City Manager to award a contract up to \$137,500 for construction of the Project.

FISCAL IMPACT

The Project is to be funded from the 2013/14 Water Treatment Plant Capital Repairs budget (Project 5050) which currently has \$182,000 for capital projects. Based on projected expenditures, staff has determined that there are sufficient funds within the existing budget to award a construction contract (including contingency) for an amount up to \$137,500. An additional \$7,500 will be utilized to cover reproduction, postage, staff costs and administrative overhead.

A Project Budget Summary of the projected expenditures for design and construction of the Project is attached to this Staff Report.

RECOMMENDATION

City Council adopt the attached Resolution accepting plans and specifications for the Project and authorizing the City Manager to execute a contract for construction of the Project up to \$137,500 to the lowest responsible bidder.

City Council adopt the attached Resolution establishing a construction contingency of a maximum of 10% of the contract amount. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to

exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

BACKGROUND

In 1952, a 24-inch reinforced concrete pressure pipe (RCP) was installed at the Water Treatment Plant to supply raw water for treatment from the Contra Costa Canal to the City's sedimentation basins. In 1971, a 30-inch RCP was installed parallel to the 24-inch to provide increased capacity and system redundancy.

Contract 2012-16B, Water Treatment Plant Phase IB Improvement Project, was completed in February 2018, and tied the existing 24-inch and 30-inch lines into the chlorine contact basin. The tie-in location on the 24-inch RCP was approximately 100 feet east of the raw water pump station.

During the winter, Water Treatment Plant staff noticed evidence of a leak in the 24-inch RCP raw water line. Once the line was exposed, it was determined that the existing 67-year-old, 24-inch, water line was leaking at several locations.

The Project will remove and replace a 100-foot-long section of existing 24-inch RCP pipe. It is necessary to complete these repairs prior to the peak summer season. If the adjacent 30-inch pipe were to fail, the water plant may have to rely on Contra Costa Water District to provide potable water to the City's customers.

The Project is Categorically Exempt from the CEQA review process per Class 1, Section 15301 "Existing Facilities" of the CEQA Guidelines.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The 2013/14 Water Treatment Plant Capital Repairs project has funded several capital projects at the Water Treatment Plant, including construction of a concrete swale and replacement fencing at the eastern property line, rehabilitating three gravity filters, and replacement of underground storage tanks.

Staff is requesting authorization to award a construction contract as soon as the lowest responsible bidder is identified. This will allow the 24-inch intake line to be placed back in service at the Water Treatment Plant prior to peak summer demand.

Staff will review the bids received and compare the proposed contract amount to the available budget. If sufficient funds are not available to award a contract within the limit requested in the attached Resolution, staff will return to the City Council to request additional funding and award of the contract.

ATTACHMENTS: Resolution
 Project Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

**Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement
Project Budget Summary**

Project Funding: 2013/14 WTP Capital Repairs (Project 5050) \$182,000

Funding Total \$182,000

Project Expenditures:

Miscellaneous: (Code 1399)	Advertising	\$0
	Reproduction	\$100
	Postage	\$400
	Subtotal	\$500

Construction: (Code 2281)	Estimated Construction	\$125,000
	Construction Contingency (10%)	\$12,500
	Subtotal	\$137,500

Staff Time: (Code 1101)	Estimated Staff Costs To Completion	\$3,500
	Subtotal	\$3,500

Administrative Overhead: (Code 2372)	Estimated Administrative Overhead To Completion	\$3,500
	Subtotal	\$3,500

Expenditures Total \$145,000

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution to Accept Plans and)
Specifications and Authorize Award of)
Contract 2019-09, Water Treatment Plant)
Raw Water Intake Line Replacement)
Project)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement Project (the "Project") includes the removal and replacement of a 100-foot-long section of 24-inch RCP pipe extending from the raw water pump station to the chlorine contact basin tie in; and

WHEREAS, the Project can be funded with funds from 2013/14 Water Treatment Plant Capital Repair Project (Project 5050) which currently has a budget of \$182,000 available for capital projects at the Water Treatment plant; and

WHEREAS, it is necessary to complete the Project prior to the summer peak season; and

WHEREAS, the Project is Categorically Exempt from the CEQA review process per Class 1, Section 15301 "Existing Facilities" of the CEQA Guidelines; and

WHEREAS, staff requests that the City Council adopt this resolution accepting plans and special provisions for the Project and authorizing the City Manager to execute a contract for construction of the Project up to the amount of \$137,500; and

WHEREAS, staff is requesting the City Council adopt this resolution establishing a construction contingency of a maximum of 10% of the contract amount. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency amount and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

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

Section 1.

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

Section 2.

The plans and specifications for the Project are hereby accepted.

Section 3.

The City Council hereby authorizes the City Manager to execute a construction contract for the Project to the lowest responsible bidder for an amount up to \$137,500.

Section 4.

The City Council hereby authorizes establishment of a construction contingency of a maximum of 10% of the contract amount. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 15th day of April, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize an Application for Grant Funds from the California Department of Water Resources for an Aquatic Adventure Camp

MEETING DATE: April 15, 2019

EXECUTIVE SUMMARY

The resolution would authorize staff to submit an application to the California Department of Water Resources for a \$7,000 grant to support an Aquatic Adventure Camp recreation program.

FISCAL IMPACT

This resolution will authorize staff to apply for a grant. If the grant is awarded, the Recreation Department will apply the \$3,500 in additional revenues to its FY 2019-20 and \$3,500 in additional revenues to its 2020-21 budgets for aquatic programs (Fund 110). The remaining funds needed to run the program will come from the current operating budget. No new funds are requested.

RECOMMENDATION

City Council adopt the attached resolution authorizing staff to submit an application for the Aquatic Adventure Camp grant from the State of California Department of Water Resources.

BACKGROUND

The Aquatic Adventure Camp program will be run primarily at Buchanan Swim Center. The program will allow the City's lifeguards to partner with the California Department of Water Resources to teach water safety to children that live near State Water Project reservoirs. This program would be offered at no cost to approximately 50 children each year that would otherwise be unable to afford water safety classes.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

If the grant from the State Department of Water Resources is approved, two one-week camps will be held for children ages 9 to 12 from Pittsburg. The first four days of the program will be spent at Buchanan Swim Center and will cover water safety skills, swimming skills and lifejacket awareness. The final day of the program will take place at Del Valle Regional Park in Livermore, the nearest state water project reservoir. Instruction at the reservoir will cover kayak and boat safety as well as water safety at open water facilities.

Grant funding will cover lifeguard wages associated with running the program. Any additional expenses, which are expected to be minimal, will be covered by the department's FY 2019-20 and FY 2020-21 operating budget.

ATTACHMENTS: Resolution

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorization to File Grant Application)
To California Department of Water)
Resources for Aquatic Adventure Camp)

RESOLUTION NO. 19-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg desires to deliver the highest quality of lifeguarding and program instruction for the safety of park visitors engaged in aquatic activities; and

WHEREAS, the City aims to provide recreational activities that will add to the enjoyment and quality of life by establishing programs to assist individuals and groups; and

WHEREAS, the State of California Department of Water Resources and the State Water Project Recreation Coordinating Committee has expressed concern about the number of drowning incidents at the State's Water Parks and Reservoirs.

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

- Section 1. The Department of Water Resources has partnered with California State youth organizations to provide funds, to develop and offer an Aquatic Adventure Camp to youth that is designed to reduce the number of drowning incidents.
- Section 2. If the grant is awarded, the City will enter into a contract with the State of California Department of Water Resources to conduct an Aquatic Adventure Camp.
- Section 3. The City certifies that it will have or will sufficiently develop, staff and operate the Aquatic Adventure Camp.
- Section 4. The City will review, understand and agree to the General Provisions contained in the contract from the Department of Water Resources; and certifies that the Aquatic Adventure Camp conforms to the recreation element of any applicable city or county general plan.
- Section 5. The City Manager or his designee is hereby authorized to execute the contract and to take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to the grant program.
- Section 6. The procedures established by the Department of Water Resources requires that the City Council certifies by resolution the approval of the Application before submission of said Application to the State.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of April, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of an Ordinance Amending Title 2 of the Pittsburg Municipal Code Related to City Commissions

MEETING DATE: April 15, 2019

EXECUTIVE SUMMARY

On April 2, 2019, the City Council held a duly noticed meeting to consider amendments to Title 2 of the Pittsburg Municipal Code (PMC) in order to ensure consistency between the approved Handbook for City Advisory Bodies and newly updated bylaws for City commissions.

FISCAL IMPACT

This item has no fiscal impact.

RECOMMENDATION

City Council move to adopt Ordinance No. 19-1463, amending PMC Title 2 related to City commission functions.

BACKGROUND

The public hearing for this item was held before the City Council on April 2, 2019. After the close of the public hearing, the Council moved to introduce and waive further reading of Ordinance No. 19-1463, amending PMC Title 2, as it relates to City commission functions.

SUBCOMMITTEE FINDINGS

This item was not presented before a subcommittee.

STAFF ANALYSIS

After introducing an ordinance, the City Council must approve the action by adopting the ordinance by a majority vote at a subsequent meeting. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS: Proposed Ordinance No. 19-1463

Report Prepared By: Kristin Pollot, AICP, Planning Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 2 of the Pittsburgh)
Municipal Code to Revise Requirements and)
Terms for Appointments to City Commissions)
and Comply with the Handbook for Advisory)
Bodies)

ORDINANCE NO. 19-1463

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

SECTION 1. Recitals.

A. Advisory bodies play an important role in City governance by assisting the City Council in addressing specific issues in detail, and providing a conduit for information between the public and the City Council.

B. Currently, these bodies include the Community Advisory Commission, Historic Resources Commission, Housing Authority, Pittsburgh Planning Commission, Measure P Citizen Oversight Committee and Sister Cities Committee.

C. The roles and responsibilities of each advisory body are set forth in the Pittsburgh Municipal Code, by City Council resolution and through various regulations and state laws.

D. On November 28, 2018, the City Council approved Resolution 18-13565 to adopt a Handbook for City Advisory Bodies as a training and guidance document for the City's advisory bodies.

E. The Planning Commission and Community Advisory Commission also use bylaws adopted by the City Council to govern their meetings and activities.

SECTION 2. Findings.

Based on the City Council Staff Report entitled, "Introduction and Waive First Reading of a City Council Ordinance Amending Title 2 of the Pittsburgh Municipal Code for City Commissions," dated April 2, 2019, and based on written and oral testimony presented at the meeting, the City Council finds that:

A. All recitals above are true and correct and are incorporated herein by reference.

B. The proposed text amendments are consistent with the notice and hearing provisions as the City Council considered the proposed amendments at a duly noticed public hearing.

C. The proposed municipal code text amendments are consistent with the objectives,

and policies of the City Council and the City of Pittsburgh, including the recently adopted Handbook for City Advisory Bodies.

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

(new text shown in ***bold italic*** font and text proposed for deletion is shown in ~~strikethrough~~ font):

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

I. Section 2.40.030 of Chapter 2.40 Planning Commission is amended as follows:

2.40.30 Meetings.

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

II. Section 2.50.020 (D) of Chapter 2.50 Community Advisory Commission is amended as follows:

D. If a commissioner is appointed to a vacant seat and serves less than two years of the unexpired seat, the appointed commissioner shall be eligible to serve ~~two~~ ***four*** additional two-year terms in addition to completing the term of the vacant seat the appointed commissioner fills.

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

2.50.030 Chairperson.

There shall be a chairperson and vice chairperson, which positions shall be filled pursuant to bylaws. ~~The commission shall elect, at its first meeting of the new fiscal year, a chairperson and vice chairperson from among the voting members.~~ The chairperson and vice chairperson shall serve for a term of one year. A quorum for the transaction of business shall consist of four voting members.

IV. Section 2.50.070 of the Chapter 2.50 Community Advisory Commission is amended as follows:

F. ~~Through the Chairperson on~~ ***On*** an annual basis, provide a report of the public's issues and concerns to the city council. Public issues that are urgent should be expeditiously

reported to the city council;

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

2.50.090 Annual report and work plan.

No less than once each year, the commission shall submit to the city council a ~~written~~ report of its activities, accomplishments, **and** attendance records of members. ~~Concerns and recommended goals.~~

SECTION 4. Severability

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. Publication.

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

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on April 2, 2019, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk